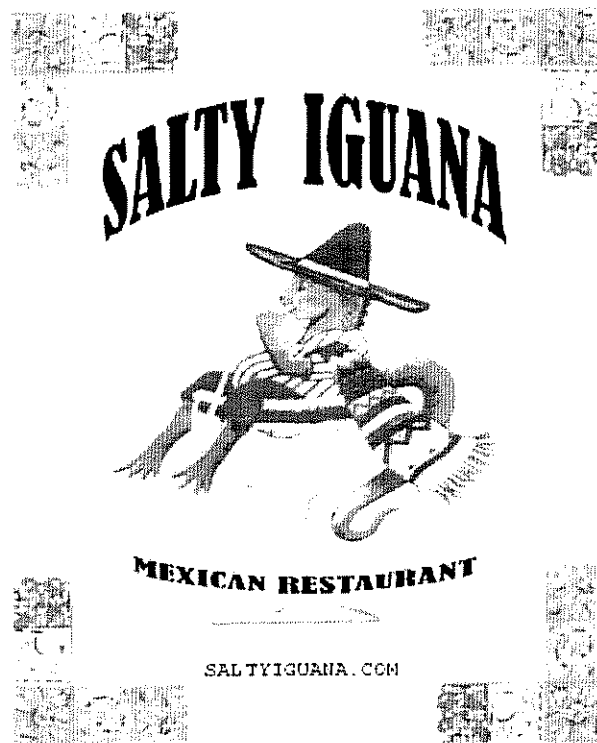


City Council Meeting

June 18, 2007

Dinner provided by:



Burritos and Enchiladas

Beans and Rice

Iguana dip,

Chips and sauce

COUNCIL COMMITTEE
June 18, 2007

AGENDA

CONSENT AGENDA

- COU2006-57 Continue Special Use Permit for Communications
Antenna at 7700 Mission Road**
- COU2007-44 Consider 2008 Solid Waste Agreement**
- COU2007-45 Consider 2008 Solid Waste Assessment**

AGENDA

- *COU2007-38 Consider "MXD" Planned Mixed Use District
Amendment
Ron Williamson**
- PRESENTATION Economic Development Incentives
Gary Anderson**
- COU2007- 46 Consider Regional Public Mutual Aid Agreement
Marlene Nagel**

***Council Action Requested Same Evening**

COU2007-44 Consider 2008 Solid Waste Agreement

Issue:

Should the City approve a Solid Waste Agreement with Deffenbaugh for 2008?

Background:

The City provides solid waste, recyclable, and yard waste collection services for the vast majority of Prairie Village households through an agreement with Deffenbaugh. These services are funded through special assessments placed on the property tax bills of participating households.

The current agreement with Deffenbaugh was negotiated in 2005 and, upon City Council approval, may continue through 2009. The current contract cost of this service is \$12.45/household/month. The contract allows for annual increases based on a Refuse Rate Index, which is similar to the Consumer Price Index (CPI) but weighted toward costs specific to solid waste collection, namely diesel fuel. The current contract permits a maximum annual increase of 4%.

For 2008, Deffenbaugh has requested a 4% increase, which would bring the monthly cost to \$12.95/household/month.

An attached Letter of Understanding has been prepared and approved by the Assistant City Attorney reflecting this change.

Recommendation:

Recommend the City Council approve a Letter of Understanding with Deffenbaugh setting the unit price for solid waste, recyclable, and yard waste collection services for participants in the City's Solid Waste Management program at \$12.95/household/month for calendar year 2008.

COUNCIL ACTION REQUIRED

LETTER OF UNDERSTANDING

This Letter of Understanding is made by and between the City of Prairie Village, Kansas, a Kansas municipal corporation (hereinafter the "City"), and Deffenbaugh Industries, Inc. (hereinafter the "Contractor"). The purpose of this Letter of Understanding is to set the unit price for 2008 (covering the period of January 1, 2008 through December 31, 2008) under the Third Addendum to Contract for Solid Waste, Recyclables, Compostables and Bulky Item Collection for the City of Prairie Village, Kansas (hereafter "Third Addendum"), which the parties hereto entered into on the 20th day of June, 2005. Other than designating the unit price for 2008, this Letter of Understanding is not in any manner intended to modify, amend or change the parties' agreement set forth in the Third Addendum, and all provision therein shall remain unchanged.

The parties hereto acknowledge that the Third Addendum sets forth the agreement between the parties for the weekly collection and removal of solid waste, recyclables and compostables from approximately 8,250 homes within the City by the Contractor at a set annual unit price; provided, said agreement is subject to the annual approval of said expenditures by the Prairie Village City Council, in accordance with the Kansas Cash Basis Law.

In accordance with the terms of the Third Addendum, specifically paragraph 2, the parties hereto agree that the unit price applicable for the calendar year 2008 for the weekly collection and removal of solid waste, recyclables and compostables shall be Twelve and 95/100 dollars (\$12.95) per unit per month.

In accordance with this Letter of Understanding, the parties hereto agree and acknowledge that the above-stated unit price for 2008 is in accordance with the maximum limits set by the Third Addendum (setting a maximum allowed annual increase cap of four (4%) percent), and shall be the effective unit price for 2008 upon the separate appropriations for the same by the Prairie Village City Council in accordance with the Kansas Cash Basis Law.

IN WITNESS WHEREOF, the parties have hereunder set their hands this ____ of _____, 2007.

The City of Prairie Village, Kansas

Deffenbaugh Industries, Inc.

By: _____
Ronald L. Shaffer
Mayor

By: _____
Name: _____
Title: _____

ATTEST TO:

Joyce Hagen Mundy
City Clerk

Issue:

Establish solid waste collection fee for 2008

Background:

Since 1976 the City has provided collection of solid waste for residences in the City. Although some homes associations opt-out of the City program and obtain their own service, the vast majority of Prairie Village residents receive solid waste, recyclable collection, and yard waste collection services through this City sponsored program.

Because not all Prairie Village residents are served by this program, it is funded through user fees in the form of special assessments placed on the property tax bills of participating households. Revenues from these assessments, in addition to interest earnings, are accounted for in the Solid Waste Management Fund.

The current assessment rate for these services is \$12.45/household/month. For 2008, Deffenbaugh plans to increase the cost of this service by 4% to \$12.95/month, as permitted by the City's solid waste management contract.

An assessment of \$13.10/household/month is recommended for 2008. This would be an increase of 65¢ /month, or 5%. Assessment revenue, along with interest earnings, would cover the full cost of the program and slightly increase the year-end 2008 balance.

Ideally, the Solid Waste Management Fund should maintain a balance of one to two months' worth of trash collection costs, which in 2008 will be \$107,000/month. At the recommended 2008 assessment rate, the year-end 2008 balance in the Solid Waste Management Fund would be \$151,000, which is within an acceptable range.

Recommendation

RECOMMEND THE CITY COUNCIL APPROVE A FEE FOR 2008 OF \$13/10/HOUSEHOLD/MONTH FOR CITY COLLECTION OF SOLID WASTE, RECYCLABLE MATERIAL, AND YARD WASTE.

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

SOLID WASTE MGMT FUND

12/31/2006 Balance	\$ 144,861	Households	8,250
REVENUE		2007 Assessment	\$ 12.45
2007 Assessments	\$ 1,220,225	2007 Contract Price	\$ 12.45
2007 Interest Income	\$ 37,000	2008 Assessment	\$ 13.10
2007 Total Revenue	<u>\$ 1,257,225</u>	2008 Contract Price	\$ 12.95
		Admin. Fee	1.15%
		Asmt. Collection Rate	99.00%
Total Funds Available	\$ 1,402,086		
EXPENDITURES			
Program Costs	\$ 1,260,489		
12/31/07 Balance (Est)	\$ 141,597		
REVENUE			
1/1/2008 Balance	\$ 141,597		
2008 Assessments	\$ 1,283,931		
2008 Interest Income	\$ 37,000		
2008 Total Revenue	<u>\$ 1,320,931</u>		
Total Funds Available	\$ 1,462,528		
EXPENDITURES			
Program Costs	\$ 1,311,491		
12/31/08 Balance	\$ 151,037		

COU2007-38 Consider "MXD" Planned Mixed Use District amendment

Issue: Should the Council amend the Zoning Regulations to add a Planned Mixed Use District (MXD)?

Background:

During the past months the Planning Commission has reviewed several "mixed use district" regulations from area cities. Mixed use regulations are a tool to assist in redevelopment. The regulations allow for a mixture of uses within one area such as office, commercial and residential or differing types of residential development at the same locations. The proposed regulations were based on the regulations currently in place in Overland Park and Mission with items also taken from other area cities' regulations blended together to apply to the needs and desires for Prairie Village. The purpose is to provide an opportunity for more types and variety of planned development that is creative and sustainable.

The proposed uses would be identified for each specific plan. An application for a Mixed Use District includes the request for rezoning along with a preliminary plan addressing 23 specific items such as the location of existing and proposed buildings, all dimensions of the buildings, building elevations, sketches depicting the general style, sidewalks, parking, lighting, stormwater plans, etc.

A public hearing would be held by the Planning Commission for each specific application and a recommendation would be forwarded to the City Council. The rezoning would be based on the plan presented and approved. If the rezoning were granted and the preliminary plan approved by the City Council, the applicant would return to the Planning Commission for approval of the final plan and final plat.

On May 1, 2007, the Planning Commission held a public hearing on the proposed revisions. Several residents were in attendance and addressed the Commission. The residents appeared because of a misunderstanding about information contained on the Comprehensive Plan map. After an explanation, the residents were not opposed to the "MXD" District. More details of those comments can be found in the attached minutes. The proposed language is found as an attachment to the minutes.

On May 7, 2007, the City Council considered the proposed "MXD" District and returned it to the Planning Commission for reconsideration of two items: adding a height restriction and resolve the concerns regarding the definition of mixed use.

On June 4, 2007, the Planning Commission reconsidered the proposed ordinance on the direction of the City Council and after deliberation determined that no changes were needed regarding height and definition of mixed use. The minutes reflecting that discussion are attached. The Planning Commission recommendation to the City Council, which passed by a vote of 4 to 1 with 2 Commission members absent, was to adopt the proposed "MXD" District with no changes in the text that was submitted to the City Council in May.

Options:

- The Council can adopt the recommendation of the Planning Commission, and approve the “MXD” District; or
- The Council can revise or amend the recommendation of the Planning commission by a simple majority vote.

Chapter 19.23 - "MXD" PLANNED MIXED use District

Sections:

19.23.005	Purpose and Intent
19.23.010	Use Regulations
19.23.015	Building Height
19.23.020	Front Yard
19.23.025	Side Yard
19.23.030	Rear Yard
19.23.035	Preliminary Development Plan Submittal
19.23.040	Public Improvements
19.23.045	Planning Commission Action
19.23.050	City Council Action
19.23.055	Final Development Plan Generally
19.23.060	Final Development Plan Submittal
19.23.065	Recording of Approved Plan
19.23.070	Publishing of Ordinance Changing the Zoning

19.23.005 Purpose and Intent

The zoning of property to the MXD, Planned Mixed Use District, is intended to encourage a variety of land uses in closer proximity to one another than would be possible with more conventional zoning districts, to promote sustainable development with projects that achieve a high level of environmental sensitivity and energy efficiency, to encourage design and construction using Leadership in Energy and Environmental Design "LEED" principles and practices; and to encourage building configurations that create a distinctive and memorable sense of place. Developments in this district are allowed and expected to have a mixture of residential, office and retail uses in a single structure or multiple structures along with public spaces, entertainment uses, and other specialty facilities that are compatible in both character and function and incorporate a coordinated consistent theme throughout the development. Developments are also expected to utilize shared parking facilities linked to multiple buildings and uses by an attractive and logical pedestrian network that places more emphasis on the quality of the pedestrian experience than is generally found in typical suburban development. Buildings are intended to be primarily multi-story structures with differing uses organized vertically rather than the horizontal separation of uses that commonly results from conventional zoning districts.

19.23.010 Use Regulations

Permitted uses shall be established in the conditions of the Ordinance governing the particular Mixed Use Development. Permitted uses may include any uses permitted in any district, uses listed as Special Use Permits, uses listed as Conditional Use Permits, or other uses otherwise not listed that may be compatible with the development. Each planned mixed use district is encouraged to include a mix of residential, office and commercial uses and those uses shall be listed on the development plan. After approval of the "MXD District uses may be added, changed or deleted by amendment. The procedure for considering an amendment shall be the same as for the original adoption;

19.23.015 Building Height

A. No maximum height; the height of buildings shall be as determined by the plan;

- B. At least fifty percent (50%) of the total floor area, except for auditoriums, conference facilities, theaters, and other similar uses, shall be located above the ground floor.

19.23.020 Front Yard

No minimum requirement. The front yard setback shall be established as shown on the plans.

19.23.025 Side Yard

No setback required except that where a lot line abuts the lot line of a residentially zoned property, a setback shall be required which is at least equal to the minimum setback required in the district in which the MXD District abuts.

19.23.030 Rear Yard

No setback required except that where a lot line abuts the lot line of a residentially zoned property, a setback shall be required which is at least equal to the minimum setback required in the district in which the MXD District abuts.

19.23.035 Preliminary Development Plan Submittal

A tract of land may be zoned "MXD" only upon approval of a Preliminary Development Plan which shall include the following information:

- A. Name of the project, address, boundaries, date, north arrow and scale of the plan;
- B. Name and address of the owner of record, developer, and name, address and phone number of preparers;
- C. All existing lot lines, easements, rights-of-way including area in acres or square feet;
- D. The location and use of all existing and proposed buildings and structures within the development. **The number and types of dwellings and square footage or floor area for office and commercial uses.** All dimensions of height and floor area, all exterior entrances and all anticipated future additions and alterations. Preliminary sketches depicting the general style, design, size and exterior materials and colors of existing buildings to be retained and new buildings to be constructed. Said sketches shall include building elevations, but detailed drawings are not required.
- E. The location of all existing and proposed public and private ways, driveways, sidewalks, ramps, curbs and fences; specific emphasis shall be placed on connectivity and walkability with and adjacent to the project;
- F. Location of required parking areas including parking stalls, setbacks and loading and service areas and the type of pavement proposed;
- G. A preliminary outdoor lighting plan in accordance with outdoor lighting regulations of the Zoning Ordinance plus a plan for the proposed lighting of public and private streets;
- H. Sign Standards including the location, height, size, materials and design of all proposed monument and structure mounted signage;
- I. Location, type and screening details for all waste disposal containers;
- J. Location, size and screening details for all external HVAC units antennas and other equipment;

- K. A preliminary landscape plan showing all existing open space and trees to be retained, all proposed changes to these features including the location, size and type of proposed plant material, and any proposed screening for adjacent properties which may include solid or semi-solid, fencing, walls or hedges or a combination thereof;
- L. The location and size of all existing and proposed utility systems including:
 1. sewer lines and manholes;
 2. water lines and fire hydrants;
 3. telephone, cable and electrical systems;
 4. storm drainage system including drain pipes, culverts, catch basins, headwalls, endwalls, manholes, and drainage swales/ditches; and
 5. structure mounted telecommunications equipment (satellite dishes, antennas, etc.).
- M. A stormwater management plan including plans to prevent: (a) the pollution of surface or groundwater; (b) the erosion of soil both during and after construction; (c) excessive run-off-, (d) and flooding of other properties, as applicable. Said plans shall include stormwater run-off calculations and shall provide for on-site stormwater management in accordance with Stormwater Management Regulations of the City Code;
- N. Existing and proposed topography shown at not more than two-foot contour intervals and the location of flood plains. All elevations shall refer to U. S. G. S. datum and shall be compatible with Johnson County datum;
- O. Zoning districts adjacent to the site;
- P. Traffic flow patterns within the site including, entrances and exits, emergency access, loading and unloading areas, and curb cuts and street patterns within 200 feet of the site;
- Q. The Planning Commission may require a detailed traffic impact study for large uses, mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:
 1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels;
 2. The projected traffic flow pattern within 1000 feet of the site including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and
 3. The impact of this traffic upon existing, abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.
 4. The satisfying of traffic warrants for traffic signals and signs in accordance with MUTCD within 1000 feet of the site.
- R. A list of the uses proposed for the MXD District.
- S. Off-street parking and loading shall be provided on the premises in accordance with the requirements for each type of use permitted, as set out in the off-street Parking and Loading Regulations of the Zoning Ordinance except as follow:
 1. The Planning Commission may reduce the required parking after considering documentation and/or study provided by the applicant, staff's recommendation and giving decisive weight to all relevant facts, including but not limited to the following factors: availability and accessibility of alternative parking; impact on adjacent properties and uses neighborhoods; existing or potential shared parking arrangements; the characteristics of the use, including hours of operation and peak parking demand times; design and

- maintenance of off-street parking that will be provided; and whether the proposed use is new or a small addition to an existing use.
2. Parking spaces on public and private streets may be counted towards the minimum requirements as set forth above; provided the on-street spaces are located on an adjacent or internal street that allows on-street parking. On-street parking spaces being counted towards the credit must be identified on plans at time of submittal to the City.
 3. No open parking areas shall be located closer than fifteen (15) feet to a public street, or no closer than eight (8) feet to a property line other than a street line. Parking areas within the building, or within a parking structure extending more than six (6) feet above the finished grade, shall comply with the setback regulations of the main building. Such parking setback and other open areas shall be brought to finish grade and planted with grass, shrubs and trees, and maintained to at least the average level of maintenance of the other developed property within the immediate neighborhood.
- T. Preservation of Natural Features: Mature trees, vegetative cover, watercourses and other natural site features shall be preserved to the greatest extent possible. Abrupt changes in natural slope shall be avoided. Preservation shall be directed toward:
1. Enhancing the quality of new development;
 2. Protecting the natural environment;
 3. Providing buffering between new development and surrounding properties;
 4. Preserving the character of existing neighborhoods;
 5. Handling of stormwater flows in natural channels;
 6. Maintaining existing vegetation along stream corridors as water quality filters; and
 7. Creation of rain gardens.
- U. Submission of all easement and preliminary covenant documents that will be filed with the County.
- V. A phasing plan if the project is not going to be constructed at one time.

19.23.040 Public Improvements

The Planning Commission may recommend and the City Council may require the applicant to construct or install infrastructure improvements such as sidewalks, traffic signals, street lighting, pedestrian lighting, street widening and channelization, acceleration and deceleration lanes, waterlines, sewer lines, storm drainage improvements and other similar improvements that are related to the proposed project.

19.23.045 Planning Commission Action

The Planning Commission shall hold one or more public hearings on the preliminary development and rezoning. Upon conclusion of the public hearing or hearings, the Planning Commission, by a majority of members present and voting, shall make a recommendation to the City Council to approve the proposal as submitted, to approve the proposed subject to conditions, or to deny the proposal.

19.23.050 City Council Action

Upon approval of the preliminary development plan and the rezoning of the property by the City Council, a final development plan for *construction of the* project shall be prepared and submitted to the Planning Commission for final approval. Permits for construction shall not be issued until final plans have been reviewed and approved by the Planning Commission. It is the intent of this chapter that the project as constructed

shall conform closely to the preliminary plans reviewed and approved at the time of the public hearing.

19.23.055 Final Development Plan Generally

Final plan for a project or a portion thereof shall not be approved if one or more of the following conditions, in the judgment of the Commission, exist:

- A. Final plans vary substantially from the concept of the development plan presented and agreed to at the time of rezoning;
- B. The final plans would increase the density (number of units per acre) or intensity (concentration of development) of residential uses more than five percent;
- C. The final plans would increase the floor area of nonresidential buildings by more than ten percent;
- D. The final plans would increase by more than ten percent the ground covered by buildings or paved areas;
- E. The final plans would increase the height of a building by one or more stories or four or more feet;
- F. The final plans involve changes in ownership patterns or stages of construction that will lead to a different development concept, less architectural harmony or quality, or impose substantially greater loads on streets and neighborhood facilities;
- G. The final plans vary from specific development or design criteria including traffic impact and stormwater management that may have been adopted by the Planning Commission or City Council at the time the preliminary development plan and rezoning were approved.

Variations between the preliminary and final plans, which do not, in the judgment of the Planning Commission, violate or exceed the above seven criteria, shall be approved by the Planning Commission in its administrative role and no public hearing shall be required. If, however, variations and departures from the approved preliminary plan exceed the above criteria or are sought by the developer or other party at the time of final plan review or building permit application, the applicant shall request an amendment to the plan which shall be handled in the same manner as the approval of the original preliminary plan.

19.23.060 Final Development Plan Submittal

- A. A detailed site plan showing the physical layout and design of all streets, easements, rights-of-way, lots, sidewalks, parking, blocks, greenspace, structures and uses.
- B. Preliminary building plans, including floor plans, **gross floor area of office and commercial uses** and exterior elevations.
- C. Final landscaping plans.
- D. Copies of any easements and restrictive covenants and proof of recording of the same.
- E. Proof of the establishment and activation of any entity that is to be responsible for the management and maintenance of any common open space.
- F. Evidence that no lots, parcels, tracts or dwelling units in such development have been conveyed or leased prior to the recording of any restrictive covenants applicable to such planned development.
- G. Such bonds and other documents that may have been required to guarantee the installation of required public improvements.

- H. Drawings showing size, type and location of all monument and wall mounted signs.
- I. Final lighting plan.
- J. Final stormwater control plan.
- K. Bond for public improvements and agreement to pay for City inspection services.

19.23.065 Recording of Approved Plan

After rezoning to a "MXD" district has been approved and the final plan has been approved by the Planning Commission there shall be filed with the Register of Deeds a statement that a development plan for the area has been approved. The statement shall specify the nature of the plan, the proposed density or intensity of land uses and other pertinent information sufficient to notify any prospective purchasers or users of land of the existence of such plan and any constraints thereon. The landowner shall submit this statement to the City Clerk with the appropriate recording fee and the city shall be responsible for recording the statement.

19.23.70 Publishing of Ordinance Changing the Zoning

The ordinance effectuating the zone change shall not be published until such time as the Zoning and Preliminary Development Plan have been approved by the City Council.

Chapter 19.23 - "MXD" PLANNED MIXED USE DISTRICT

Sections:

19.23.005	Purpose and Intent
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19.23.005 Purpose and Intent

The zoning of property to the MXD, Planned Mixed Use District, is intended to encourage a variety of land uses in closer proximity to one another than would be possible with more conventional zoning districts, to promote sustainable development with projects that achieve a high level of environmental sensitivity and energy efficiency, to encourage design and construction using Leadership in Energy and Environmental Design "LEED" principles and practices; and to encourage building configurations that create a distinctive and memorable sense of place. Developments in this district are allowed and expected to have a mixture of residential, office and retail uses in a single structure or multiple structures along with public spaces, entertainment uses, and other specialty facilities that are compatible in both character and function and incorporate a coordinated consistent theme throughout the development. Developments are also expected to utilize shared parking facilities linked to multiple buildings and uses by an attractive and logical pedestrian network that places more emphasis on the quality of the pedestrian experience than is generally found in typical suburban development. Buildings are intended to be primarily multi-story structures with differing uses organized vertically rather than the horizontal separation of uses that commonly results from conventional zoning districts.

19.23.010 Use Regulations

Permitted uses shall be established in the conditions of the Ordinance governing the particular Mixed Use Development. Permitted uses may include any uses permitted in any district, uses listed as Special Use Permits, uses listed as Conditional Use Permits, or other uses otherwise not listed that may be compatible with the development. Each planned mixed use district is encouraged to include a mix of residential, office and commercial uses and those uses shall be listed on the development plan. After approval of the "MXD District uses may be added, changed or deleted by amendment. The procedure for considering an amendment shall be the same as for the original adoption;

19.23.015 Building Height

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- B. At least fifty percent (50%) of the total floor area, except for auditoriums, conference facilities, theaters, and other similar uses, shall be located above the ground floor.

19.23.020 Front Yard

No minimum requirement. The front yard setback shall be established as shown on the plans.

19.23.025 Side Yard

No setback required except that where a lot line abuts the lot line of a residentially zoned property, a setback shall be required which is at least equal to the minimum setback required in the district in which the MXD District abuts.

19.23.030 Rear Yard

No setback required except that where a lot line abuts the lot line of a residentially zoned property, a setback shall be required which is at least equal to the minimum setback required in the district in which the MXD District abuts.

19.23.035 Preliminary Development Plan Submittal

A tract of land may be zoned "MXD" only upon approval of a Preliminary Development Plan which shall include the following information:

- A. Name of the project, address, boundaries, date, north arrow and scale of the plan;
- B. Name and address of the owner of record, developer, and name, address and phone number of preparers;
- C. All existing lot lines, easements, rights-of-way including area in acres or square feet;
- D. The location and use of all existing and proposed buildings and structures within the development. The number and types of dwellings and square footage or floor area for office and commercial uses. All dimensions of height and floor area, all exterior entrances and all anticipated future additions and alterations. Preliminary sketches depicting the general style, design, size and exterior materials and colors of existing buildings to be retained and new buildings to be constructed. Said sketches shall include building elevations, but detailed drawings are not required.
- E. The location of all existing and proposed public and private ways, driveways, sidewalks, ramps, curbs and fences; specific emphasis shall be placed on connectivity and walkability with and adjacent to the project;
- F. Location of required parking areas including parking stalls, setbacks and loading and service areas and the type of pavement proposed;
- G. A preliminary outdoor lighting plan in accordance with outdoor lighting regulations of the Zoning Ordinance plus a plan for the proposed lighting of public and private streets;
- H. Sign Standards including the location, height, size, materials and design of all proposed monument and structure mounted signage;
- I. Location, type and screening details for all waste disposal containers;
- J. Location, size and screening details for all external HVAC units antennas and other equipment;

- K. A preliminary landscape plan showing all existing open space and trees to be retained, all proposed changes to these features including the location, size and type of proposed plant material, and any proposed screening for adjacent properties which may include solid or semi-solid, fencing, walls or hedges or a combination thereof;
- L. The location and size of all existing and proposed utility systems including:
 1. sewer lines and manholes;
 2. water lines and fire hydrants;
 3. telephone, cable and electrical systems;
 4. storm drainage system including drain pipes, culverts, catch basins, headwalls, endwalls, manholes, and drainage swales/ditches; and
 5. structure mounted telecommunications equipment (satellite dishes, antennas, etc.).
- M. A stormwater management plan including plans to prevent: (a) the pollution of surface or groundwater; (b) the erosion of soil both during and after construction; (c) excessive run-off-, (d) and flooding of other properties, as applicable. Said plans shall include stormwater run-off calculations and shall provide for on-site stormwater management in accordance with Stormwater Management Regulations of the City Code;
- N. Existing and proposed topography shown at not more than two-foot contour intervals and the location of flood plains. All elevations shall refer to U. S. G. S. datum and shall be compatible with Johnson County datum;
- O. Zoning districts adjacent to the site;
- P. Traffic flow patterns within the site including, entrances and exits, emergency access, loading and unloading areas, and curb cuts and street patterns within 200 feet of the site;
- Q. The Planning Commission may require a detailed traffic impact study for large uses, mixed use and multi-tenant developments, or for developments in heavy traffic areas to include:
 1. The projected number of motor vehicle trips to enter or leave the site, estimated for daily and peak hour traffic levels;
 2. The projected traffic flow pattern within 1000 feet of the site including vehicular movements at all major intersections likely to be affected by the proposed use of the site; and
 3. The impact of this traffic upon existing, abutting public and private ways in relation to existing road capacities. Existing and proposed daily and peak hour traffic levels, as well as road capacity levels, shall also be given.
 4. The satisfying of traffic warrants for traffic signals and signs in accordance with MUTCD within 1000 feet of the site.
- R. A list of the uses proposed for the MXD District.
- S. Off-street parking and loading shall be provided on the premises in accordance with the requirements for each type of use permitted, as set out in the off-street Parking and Loading Regulations of the Zoning Ordinance except as follow:
 1. The Planning Commission may reduce the required parking after considering documentation and/or study provided by the applicant, staff's recommendation and giving decisive weight to all relevant facts, including but not limited to the following factors: availability and accessibility of alternative parking; impact on adjacent properties and uses neighborhoods; existing or potential shared parking arrangements; the characteristics of the use, including hours of operation and peak parking demand times; design and

- maintenance of off-street parking that will be provided; and whether the proposed use is new or a small addition to an existing use.
2. Parking spaces on public and private streets may be counted towards the minimum requirements as set forth above; provided the on-street spaces are located on an adjacent or internal street that allows on-street parking. On-street parking spaces being counted towards the credit must be identified on plans at time of submittal to the City.
 3. No open parking areas shall be located closer than fifteen (15) feet to a public street, or no closer than eight (8) feet to a property line other than a street line. Parking areas within the building, or within a parking structure extending more than six (6) feet above the finished grade, shall comply with the setback regulations of the main building. Such parking setback and other open areas shall be brought to finish grade and planted with grass, shrubs and trees, and maintained to at least the average level of maintenance of the other developed property within the immediate neighborhood.
- T. Preservation of Natural Features: Mature trees, vegetative cover, watercourses and other natural site features shall be preserved to the greatest extent possible. Abrupt changes in natural slope shall be avoided. Preservation shall be directed toward:
1. Enhancing the quality of new development;
 2. Protecting the natural environment;
 3. Providing buffering between new development and surrounding properties;
 4. Preserving the character of existing neighborhoods;
 5. Handling of stormwater flows in natural channels;
 6. Maintaining existing vegetation along stream corridors as water quality filters; and
 7. Creation of rain gardens.
- U. Submission of all easement and preliminary covenant documents that will be filed with the County.
- V. A phasing plan if the project is not going to be constructed at one time.

19.23.040 Public Improvements

The Planning Commission may recommend and the City Council may require the applicant to construct or install infrastructure improvements such as sidewalks, traffic signals, street lighting, pedestrian lighting, street widening and channelization, acceleration and deceleration lanes, waterlines, sewer lines, storm drainage improvements and other similar improvements that are related to the proposed project.

19.23.045 Planning Commission Action

The Planning Commission shall hold one or more public hearings on the preliminary development and rezoning. Upon conclusion of the public hearing or hearings, the Planning Commission, by a majority of members present and voting, shall make a recommendation to the City Council to approve the proposal as submitted, to approve the proposed subject to conditions, or to deny the proposal.

19.23.050 City Council Action

Upon approval of the preliminary development plan and the rezoning of the property by the City Council, a final development plan for *construction of the project* shall be prepared and submitted to the Planning Commission for final approval. Permits for construction shall not be issued until final plans have been reviewed and approved by the Planning Commission. It is the intent of this chapter that the project as constructed

shall conform closely to the preliminary plans reviewed and approved at the time of the public hearing.

19.23.055 Final Development Plan Generally

Final plan for a project or a portion thereof shall not be approved if one or more of the following conditions, in the judgment of the Commission, exist:

- A. Final plans vary substantially from the concept of the development plan presented and agreed to at the time of rezoning;
- B. The final plans would increase the density (number of units per acre) or intensity (concentration of development) of residential uses more than five percent;
- C. The final plans would increase the floor area of nonresidential buildings by more than ten percent;
- D. The final plans would increase by more than ten percent the ground covered by buildings or paved areas;
- E. The final plans would increase the height of a building by one or more stories or four or more feet;
- F. The final plans involve changes in ownership patterns or stages of construction that will lead to a different development concept, less architectural harmony or quality, or impose substantially greater loads on streets and neighborhood facilities;
- G. The final plans vary from specific development or design criteria including traffic impact and stormwater management that may have been adopted by the Planning Commission or City Council at the time the preliminary development plan and rezoning were approved.

Variations between the preliminary and final plans, which do not, in the judgment of the Planning Commission, violate or exceed the above seven criteria, shall be approved by the Planning Commission in its administrative role and no public hearing shall be required. If, however, variations and departures from the approved preliminary plan exceed the above criteria or are sought by the developer or other party at the time of final plan review or building permit application, the applicant shall request an amendment to the plan which shall be handled in the same manner as the approval of the original preliminary plan.

19.23.060 Final Development Plan Submittal

- A. A detailed site plan showing the physical layout and design of all streets, easements, rights-of-way, lots, sidewalks, parking, blocks, greenspace, structures and uses.
- B. Preliminary building plans, including floor plans, gross floor area of office and commercial uses and exterior elevations.
- C. Final landscaping plans.
- D. Copies of any easements and restrictive covenants and proof of recording of the same.
- E. Proof of the establishment and activation of any entity that is to be responsible for the management and maintenance of any common open space.
- F. Evidence that no lots, parcels, tracts or dwelling units in such development have been conveyed or leased prior to the recording of any restrictive covenants applicable to such planned development.
- G. Such bonds and other documents that may have been required to guarantee the installation of required public improvements.

- H. Drawings showing size, type and location of all monument and wall mounted signs.
- I. Final lighting plan.
- J. Final stormwater control plan.
- K. Bond for public improvements and agreement to pay for City inspection services.

19.23.065 Recording of Approved Plan

After rezoning to a "MXD" district has been approved and the final plan has been approved by the Planning Commission there shall be filed with the Register of Deeds a statement that a development plan for the area has been approved. The statement shall specify the nature of the plan, the proposed density or intensity of land uses and other pertinent information sufficient to notify any prospective purchasers or users of land of the existence of such plan and any constraints thereon. The landowner shall submit this statement to the City Clerk with the appropriate recording fee and the city shall be responsible for recording the statement.

19.23.70 Publishing of Ordinance Changing the Zoning

The ordinance effectuating the zone change shall not be published until such time as the Zoning and Preliminary Development Plan have been approved by the City Council.

**PLANNING COMMISSION MINUTES
MEETING OF JUNE 5, 2007**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, June 5, 2007 in the Council Chamber, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Randy Kronblad, Marlene Nagel, Robb McKim and Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Bob Pryzby, Director of Public Works and Joyce Hagen Mundy, Planning Commission Secretary. Also in attendance: Mayor Ron Shaffer, Barbara Vernon, City Administrator; Doug Luther, Assistant City Administrator and Jim Brown, Building Official.

OTHER BUSINESS

PC2007-10 Proposed Amendment to Zoning Regulations adding Chapter 19.23 entitled "MXD Planned Mixed Use District"

On May 1, 2007, the Planning Commission held a public hearing on the proposed "MXD" Planned Mixed Use District. The Planning Commission motion to recommend the adoption of the "MXD" resulted in a tie vote and therefore was forwarded to the Council as a failure to recommend which is a recommendation to disapprove.

The City Council considered the proposed "MXD" Planned Mixed Use District at its regular meeting on May 7, 2007, and returned it to the Planning Commission for reconsideration of two items: to add a height restriction and to resolve the concerns regarding the definition of "mixed use districts." The motion passed unanimously.

In response to the question of height, Mr. Williamson reviewed ordinances from several area cities and found that the cities of Overland Park, Mission and Olathe have no height restriction in their mixed use district regulations. The City of Leawood has a 90' limit and the City of Lenexa has a 2 stories minimum and 8 to 10 story maximum.

Mr. Williamson stated that although some cities have multiple mixed use districts, the intent of the ordinance proposed was to create one district that was more of a "planned district" that would allow for multiple combinations determined by the plan and the location and could serve all purposes. Prairie Village does not have that many locations where the "MXD" District would be applied.

Larry Winn, 6201 College Blvd, expressed his support of the original ordinance presented to the Council. He feels the ability to present a “plan” provides the flexibility and creativity needed for in-fill development. He feels a specific height regulation would create a hardship on both the potential applicants and on the Commission and encouraged the Commission to leave the ordinance as proposed.

Mr. Winn stated he would not address the proposed redevelopment of Meadowbrook and encouraged the Commission to focus on creating a general ordinance that will provide them the flexibility to get the best use out of the limited available land in Prairie Village.

David Harrison, 4407 West 92nd Terrace, advised the Commission that Opus has received formal approval from the members of Meadowbrook Country Club to proceed with development plans and noted they hope to be before the Commission with a formal application that will include multiple uses in the near future.

Nancy Vennard stated she continues to support the ordinance as presented to the City Council. She feels the question of height should remain open to be determined by the plan.

Marlene Nagel expressed her support for the ordinance as drafted and encouraged the Commission to look closely at the “Purpose and Intent” section of the ordinance. This clearly states the intent of these regulations with language such as “intended to encourage a variety of land uses” “allowed and expected to have a mixture of residential, office and retail uses . . .” “compatible in both character and function and incorporate a consistent theme throughout” and “to promote sustainable development”.

Ken Vaughn agreed the purpose and intent will determine whether a specific plan meets the criteria and not specific dimensions.

Randy Kronblad agreed with Ms Nagel's comments and likewise supports the original ordinance.

Robb McKim opposes the ordinance, although he does not oppose the concept of mixed use development, but he has a number of concerns with the language of the ordinance that primarily addresses two issues. He feels height is more of an issue in relationship to the adjacent properties and noted perhaps some guidelines or definition in relationship to the adjacent community could be included, but not necessarily a height restriction.

Regarding a listing of uses, if the ordinance is about what is possible as well as what is allowable some statement or expectation should be included. He feels listing out uses is important that the development needs to be truly mixed use.

Ken Vaughn stated the ordinance as written puts a premium on quality of design and the applicants will have to demonstrate the "hows" and "whys" of their proposal. It will give more information than required under specific regulations under zoning districts. He does not feel the City will have a lot of applicants and he is confident any application will receive a very critical review.

Nancy Vennard asked what changes Mr. McKim would like to see. Mr. McKim responded that some ordinances clearly state that an application shall include "two or more uses".

He feels the Commission needs to go beyond the suggested language. Mixed use is first and foremost about place making. One building can make a place. The City can use this as a tool to make places and create more diverse activities, but when you don't list more than one use, you don't achieve multiple uses.

Nancy Vennard asked Mr. McKim if changing the language in Section 19.23.010 Use Regulations to read ". . . Each planned mixed use district is required to include a mix of residential, office and/or commercial uses . . ." would address his concerns. Mr. McKim responded he felt more changes needed to be made.

Nancy Vennard questioned if the ordinance was not specific in height, did it need to be specific in uses or simply follow the statement of intent. Mr. McKim felt if it was just one use, it needs to make application under one of the standard zoning districts. Mrs. Vennard stated in the review of the application she would expect staff to advise the applicant of the appropriate zoning. Marlene Nagel confirmed the Commission can deny a request for this zoning if it feels it would be more appropriate under another zoning. Ken Vaughn stated he was confident the Commission could make any appropriate adjustments.

Ron Williamson advised the Commission in an application for rezoning the "Golden Factors" have to be considered and the importance of the "purpose and intent", noting by using the mixed use district you have the ability to get a better quality project.

Nancy Vennard moved the Planning Commission return the proposed "MXD" Planned Mixed Use District to the City Council with a recommendation for approval as originally submitted to the Council. The motion was seconded by Randy Kronblad and passed by a vote of 4 to 1 with McKim voting "nay".

MARC Luncheon

Planning Commission members briefly discussed the speaker at the recent MARC luncheon. They felt his comments related very well to the recently adopted "Village Vision" noting the importance of a "sense of place" (an area we care about). They also noted his reference to "green infrastructure" and the importance of trees in a community. His statement that "Every community needs a long-range plan for sustainability" made a very strong impact. Marlene Nagel

stated the presentation was videotaped and will be available on the MARC website.

Upcoming Applications

The Commission Secretary reminded the Commission the July meeting date would be July 10th, not July 3rd because of the Independence Day celebration. Although the deadline for filing is still open, expected applications for July include continued AT&T application, continued signage at 2200 West 75th Street, Site Plan approval for SME expansion and renovation and possible communications tower at the Fire Station on 63rd Street.

ADJOURNMENT

With no further business to come before the Planning Commission, Chairman Ken Vaughn adjourned the meeting at 8:15 p.m.

Ken Vaughn
Chairman

COU2007-46 CONSIDER REGIONAL PUBLIC MUTUAL AID AGREEMENT

Background:

For several months, MARC has been working on creating a Mutual Aid Agreement for Public Works Agencies in the Metro area. The following agreement is the culmination of those efforts. Marlene Nagel of MARC staff will be in attendance to discuss the agreement and answer any questions. The City Attorney has reviewed the agreement.

Financial Impact:

There is no financial impact at this time.

Suggested Motion:

The City Council moves to approve the Regional Public Works Mutual Aid Agreement as proposed by MARC.

Regional Public Works Mutual Aid Agreement Metropolitan Kansas City

Background

The Kansas City metropolitan area covers 3,800 square miles across eight counties and 116 cities in the states of Missouri and Kansas. The 1.8 million residents of the metro area travel across jurisdictional boundaries daily for work, school, health care, recreation and other reasons. The region's emergency response agencies have a long history of cooperation, recognizing that large scale or significant emergency events often require the resources of more than one community, and that joint efforts often result in dollars saved and greater capacity to solve problems.

Local public works officials across the metropolitan area have developed similar strong working relationships in addressing common problems. These relationships have been relied upon during times of emergency, and public works and related departments have responded to one another's calls for support during and following floods, tornadoes, ice storms and other disaster events. In most instances, the response provided has been offered without the benefit of written mutual aid agreements in place. As a result, the federal government (FEMA) has been unwilling or unable to reimburse the assisting public works department for their costs.

In some cases, public works and related departments have been willing to provide support to their neighbors, but the lack of written mutual aid agreements has raised liability and workmen's compensation issues that prevented the departments from responding to the calls. The state departments of transportation have considerable resources in or able to be transported to the Kansas City area, if emergency conditions existed. In some instances, a lack of prior written agreements between the state agencies and local governments has slowed or prevented the state agencies from providing needed assistance.

On September 22, 2004, FEMA issued "Mutual Aid Agreements for Public Assistance and Fire Management Assistance", Recovery Division Policy Number 9523.6. This policy changed the federal reimbursement policy to allow local agencies to be reimbursed for expenses in the absence of a pre-event mutual aid agreement or if a written agreement is silent on reimbursement. The revised policy allows for reimbursement in those circumstances after the first eight hours of support. The eight hours may be counted as a portion of the local matching share.

Advantages to Having Agreements

There are important reasons for local and state public works and related departments and publicly owned utilities to maintain mutual aid agreements. These advantages include

- **Improve the quality of emergency planning and response through coordinated protocols for notification, response, assistance and documentation of support.**
- **Allow for optimal use of the region's resources, reducing the need to duplicate expensive specialized assets**
- **Increase the likelihood that resources will be available and able to be deployed in response to need**
- **Local personnel will better understand their roles if called to be of support to another organization**

A regional agreement has the benefits of allowing requesting agencies to seek support from multiple organizations, depending upon the scale and type of incident and the resources needed at a particular time. One regional agreement assists local and state officials in better understanding the nature of the arrangement, rather than having to keep track of multiple different local agreements.

Needs Addressed through the Regional Agreement

The following regional public works mutual aid agreement is designed to

- **provide a means for city and county public works and related local and state government departments and publicly owned utilities to come to the aid of their neighbors during and following a disaster or large-scale emergency;**
- **provide the assurance that liability and workmen's compensation issues have been addressed, and**
- **provide the means for the responding agency to be compensated by the federal government if such funds are available for disaster support or to ensure that reimbursement for eligible expenses is possible.**

Preamble

WHEREAS, the Kansas City metropolitan area is served by over 50 local public works departments, publicly owned utilities and transportation departments in two states with a variety of resources and capabilities; and

WHEREAS, during times of large-scale emergency incidents or disasters, any single department may not have the personnel or equipment necessary to meet its

community's total needs; and

WHEREAS, local communities in the Kansas City metropolitan area have a long history of working together to meet needs and address challenges; and

WHEREAS, local and state public works officials serving the Kansas City metropolitan area desire to support one another during and immediately following large-scale emergencies or disaster events; and

WHEREAS the purpose of this pre-disaster agreement between local and state public works and related departments and publicly owned utilities is to provide for immediate assistance to protect life and property and to support recovery during large-scale emergency and disaster events; and

WHEREAS, local and state public works officials in the Kansas City metropolitan area recognize the advantages of participating in one regional mutual aid agreement to maximize opportunities to support one another during and immediately following large-scale emergencies or disaster events; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual aid with the intent to supplement and not supplant existing local or state personnel and resources.

NOW, THEREFORE, it is hereby agreed by each and all of the parties signatory to the Agreement as follows:

**Article I:
Purpose and
Scope**

1. Each signatory to this Agreement is hereby authorized to furnish to each other those resources and services it deems to be available to assist in the response to and recovery from large-scale emergencies or disasters. This Agreement does not obligate any party to take an affirmative action.
2. In the event of a large-scale emergency event or disaster when the need for public works support exceeds the capabilities of the affected city, county or state, one or more Responding Jurisdictions may provide assistance. The offer of assistance by the Responding Jurisdiction is made with the full understanding that such assistance will not unduly jeopardize the protection of the Responding Jurisdiction's community. Any decision regarding whether a Responding Jurisdiction can spare manpower and/or equipment shall lie solely with the Responding Jurisdiction.

**Article II:
Definitions**

1. **Requesting Jurisdiction** is the city, county or state public works department or publicly owned utility asking for any assistance from any signatory city, county or state public works department or publicly owned utility.
2. **Responding Jurisdiction** is the city, county or state public works department or publicly owned utility agreeing to assist another signatory city, county or state department or publicly owned utility asking for assistance.
3. **Large-scale emergency** includes both naturally occurring and man-made incidents that create a situation where lives are at risk or property is at risk of damage or destruction, and where the resources of a single public works department or publicly owned utility are insufficient to adequately respond in a timely manner to protect lives or property.
4. **Disaster event** is that large-scale emergency situation that is severe enough in injury or death to individuals or damage to property that it warrants requests to the state and federal government for disaster assistance, after an official declaration of a local emergency by the chief elected official or chief executive officer of the jurisdiction.
5. **Public works department** for purposes of this agreement includes all public entities engaged in public works activities such as water and sewer, parks, refuse collection, transportation, building inspector, codes enforcement, etc. in or serving the Kansas City metropolitan area, or those public agencies serving jurisdictions contiguous to counties included in the Kansas City metropolitan area.
6. **Federal Emergency Management Agency (FEMA)** is the federal agency responsible for coordinating federal assistance to communities impacted by emergency situations or disaster events.
7. **Kansas City metropolitan area** includes Cass, Clay, Jackson, Platte and Ray counties in Missouri; and Johnson, Leavenworth and Wyandotte counties in Kansas. Local agencies in contiguous counties may request or offer assistance as outlined in this mutual aid agreement.
8. **Administrator for each Participating jurisdiction** is the chief executive officer of the city, county, state agency or publicly owned utility organization.

Article III:
Compensation

1. The Requesting Jurisdiction shall request public works aid, as related to the direct support of search and rescue, debris clearance, prevention of further harm to property, the protection of the environment, the provision of essential services or the initial damage assessment from a disaster event. If reimbursement is expected by the Responding Jurisdiction, the Responding Jurisdiction shall indicate the compensation requirements prior to sending support. Any required compensation will be at FEMA established rates for personnel and equipment, or at local rates, if lower.
2. If compensation is required by the Responding Jurisdiction, the Responding Jurisdiction shall submit an itemized voucher of costs to the Requesting Jurisdiction within ninety (90) days after completion of work.
3. The purpose of these recitals is to insure that the Responding Jurisdiction is reimbursed for all costs as agreed upon by both the Requesting and Responding agencies, if required by the Responding Jurisdiction agency, and that Responding Jurisdiction agency assumes no additional liabilities as a result of this Agreement.

Article IV:
Duration of Agreement,
Rights of Agencies to Withdraw Support,
Termination of Participation in Regional Agreement,
and
Limitations of the Agreement

1. This Agreement shall remain in force unless terminated in accordance with Article IV, Paragraph 4.
2. The Responding Jurisdiction shall retain the right to withdraw some or all of its resources at any time from the Requesting Jurisdiction. Notice to withdraw shall be communicated to the Requesting Jurisdiction's designated official or the official's designee, as soon as practicable.
3. It is hereby understood that this Agreement shall not deny the right of any city, county or state agency or publicly owned utility hereto to negotiate other agreements for contract services.
4. Any party to this Agreement may cancel its participation in this agreement by giving sixty (60) days written notice to the other participating local governments.
5. Any amendments to this Agreement shall be in writing and signed by all parties hereto.
6. The Mid-America Regional Council agrees to serve as the Administrator for this Regional Mutual Aid Agreement, to monitor Participants and the

use of the Agreement over time.

**Article V:
Liability
Protection and
Immunity**

1. All activities performed under this Agreement are deemed to be governmental functions.
2. The Requesting Jurisdiction agrees to maintain, at least, the minimum general and automobile liability insurance required by state law and to indemnify and hold harmless the Responding Jurisdiction for all claims, losses or damage (except claims covered by the Responding Jurisdiction's workers compensation coverage) occurring while its personnel and equipment are working under the direction of the Director of the Department or Agency of the Requesting Jurisdiction, subject to any immunities and/or limitations of liability contained in applicable state law. This indemnification shall not apply when the gross negligence or intentional misconduct of the Responding Jurisdiction or its employees is the sole cause of the claim, loss or damage. The Responding Jurisdiction shall maintain liability coverage for its vehicles and equipment as required by state law.
3. No party to this Agreement shall be liable for its failure or refusal to render aid pursuant to this Agreement.

**Article VI :
Workmen's
Compensation
Coverage**

1. The Responding Jurisdiction will maintain workers compensation coverage for its employees. Personnel of a Responding Jurisdiction who sustain injury or death in the course of, or arising out of, their employment are entitled to all applicable benefits normally available to personnel while performing their duties for their employer.
2. Any uninsured or extraordinary expenses may be a part of claimed costs for reimbursement.

**Article VII:
Protocols and
Procedures for
Activating
Agreement**

1. All local and state public works departments and publicly owned utilities participating in this Agreement will follow incident command protocols outlined in the National Incident Management System. As appropriate, each department commits that its lead personnel will have participated in incident management training.
2. The Public Works or other Department or Agency Director of the Participating Jurisdiction will make emergency contact information available to all signatory communities to this Agreement to support requests for Mutual Aid, and will update, as necessary, the information on a quarterly basis.
3. The Requesting Agency and the Responding Agency both agree to notify their jurisdiction's local Emergency Manager if requests are made, and if support is offered, as outlined in this Agreement.

**Article VIII :
Authorities and
References**

1. This Agreement is authorized under the State of Missouri's revised statutes of Missouri (RSMO) 70.837; and under the State of Kansas' statutes at K.S.A. 12-16,117 and Article IV Section 29 and 226.130 RSMO for Missouri state agencies.
2. The parties represent that the individual executing this Agreement on behalf of the entity has the authority to bind the entity and agree to the terms contained herein.
3. This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties hereto.

By the signature below, the local jurisdiction agrees to become a signatory to this Agreement.

By:

Jurisdiction:

Date:

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, June 18, 2007
7:30 p.m.**

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

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

By Staff:

- 1. Approve Regular Council Meeting Minutes – June 4, 2007
- 2. Approve the contract with the Shawnee Mission School District for the 2007-2008 school year.
- 3. Approve an annual retail advertising contract with the Kansas City Star.
- 4. Approve the updated corporate resolution with Intrust Bank for the City's corporate credit cards.
- 5. Ratify the Mayor's appointment of Frank A. Young to the City's Insurance Committee.
- 6. Approve the agreement between the City of Prairie Village, Kansas and the City of Leawood, Kansas for the use of property for public art purposes.
- 7. Approve the renewal of the Animal Medical Center contract for 2007-2008.
- 8. Approve the following contracts for VillageFest 2007:

Hiccup Productions	\$1,800.00
Jim Cosgrove and the Hiccups	
Dino O'Dell	
Mark Thies, Sound System	
All Season Party & Tent Rental	\$ 671.25
Main Stage Tent	
Wacky Banana	\$1,800.00
3 inflatables	
Linda McGuckin	\$ 170.00
Face Painter	
Mr. James Funkhouser	\$3,000.00
Orchestra	
Kaw Valley Fife and Drum Corp	\$ 100.00
March in Children's Parade	
Kansas City Royals	\$ 600.00
Sluggerrr Appearance	
Michael Lundeen	\$ 300.00
2 Clowns	

By Committee:

- 9. Approve a Letter of Understanding with Johnson County Human Services and Aging in the amount of \$5,000 for Utility Assistance Services in 2007 with funding from the Prairie Village Municipal Foundation (Council Committee of the Whole Minutes – June 4, 2007)
- 10. Approve the transfer of \$110,100 from the General Fund Contingency to Public Works Operating Budget and approve a waiver of bid for Midwest Duct Cleaning Services and Chief Heating and Cooling (Council Committee of the Whole Minutes – June 4, 2007)

- VI. **COMMITTEE REPORTS**
Council Committee of the Whole – Andrew Wang
COU2007-38 Consider "MXD" Planned Mixed Use District Amendment
- VII. **OLD BUSINESS**
- VIII. **NEW BUSINESS**

IX. ANNOUNCEMENTS

X. ADJOURNMENT

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

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

CONSENT AGENDA
CITY OF PRAIRIE VILLAGE, KS

June 18, 2007

**COUNCIL
CITY OF PRAIRIE VILLAGE
June 4, 2007
-Minutes-**

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 4, 2007, at 7:30 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL

Mayor Ron Shaffer called the meeting to order with the following Council members present: Al Herrera, Bill Griffith, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Charles Clark, Wayne Vennard, and David Belz

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

Mayor Shaffer led all present in the Pledge of Allegiance.

PUBLIC PARTICIPATION

Billy Shears, 5402 West 71st Terrace, addressed the Council stating he was "God Almighty" and asked for Council support in his campaign. Mayor Shaffer responded the Council does not offer endorsements for individual campaigns.

Robb Johnson, President of the Northeast Johnson County Chamber of Commerce, addressed the Council with an update of Chamber activities including August 10th NEJCC "Night at the Royals" and the November 30th Annual Dinner. Mr. Johnson stated he had spoken with almost all the area cities except Westwood Hills and Overland Park.

Bill Griffith asked the status of implementing an Economic Development Program. Mr. Johnson responded the Economic Development Council was dissolved

approximately a year ago because the infrastructure and staff were not in place for the program. Its redevelopment is one of his priorities with the involvement of area cities at its inception.

Mayor Shaffer acknowledged the attendance of Boy Scouts from Troops 16, 91 and 282 attending for “communications” and “citizenship in the community” badge requirements.

CONSENT AGENDA

Andrew Wang moved the approval of the amended Consent Agenda for Monday, June 4, 2007 :

1. Approve Regular Council Meeting Minutes - May 21, 2007
2. Approve Construction Change Order #1 to William White & Sons Construction for Project 191017: 2007 Concrete Repair Program for an increase of \$10,787 bringing the new contract total to \$435,436.50 for Project 190718: 2007 Storm Drainage Repair Program with Radmacher Brothers Excavating Company, Inc. in the amount of \$14,465.00
3. Approve an agreement with Phil Jay for music and emcee services at the Mayor’s Holiday Gala on December 7, 2007 for \$625.00
4. Approve the requested conveyance of Special Use Permit 93-6 for the property at 8823 Roe Avenue from Dr. Thomas McKee to the Tomahawk Animal Clinic
5. Approve the agreement with James C. Hunt to conduct a full-day retreat for the City Council on Saturday, July 7th at a cost of \$5,500.
6. Approve the agreement with The Mercer Group, Inc. to provide executive search services for the position of City Administrator at a cost of \$15,000 with expenses up to \$6,500 subject to the approval of the City Attorney.
7. Approve the following contracts for Villagefest 2007:
 - A-Z Exotic Mobile Petting Zoo and Pony Rides for \$1,680
 - Beaks N Wings - no charge
 - Chris Cakes Pancake Breakfast - \$3.75 per plate
 - Clement McCrae Puppets for \$825
 - Hy-Vee food vendor
 - Kansas City T-Bones (appearance by Sizzle) for \$150
 - The Marching Cobras for \$750
 - The Gag Bag, LLC for \$1,140
 - The Gag Bag food vendor
8. Approve amendments to Personnel Policy 1095 entitled “Recreation Memberships

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

COMMITTEE REPORTS
Communications Committee

Through a partnership with the US Conference of Mayors, CGI Communications has developed a program to produce brief videos about communities for playback on City web sites. There is no cost to the City for producing the video; however, the agreement allows CGI Communications to solicit Prairie Village businesses, enabling them to advertise on the video portion of the City's website.

On behalf of the Communications Committee, Andrew Wang moved the City Council approve a Community Video & Business Showcase Agreement with CGI Communications. The motion was seconded by Al Herrera..

Michael Kelly stated he did not believe there should be paid commercial advertising on the city's website. Laura Wassmer agreed with Mr. Kelly.

Wayne Vennard asked if the City would have any control of the content of the advertising. Doug Luther responded CGI would get sponsors. Their logos would be shown on the city's website and serve as a link to their website. Mr. Luther stated the City would provide a list of City businesses to CGI.

David Belz asked if the sponsors would be limited to Prairie Village businesses. Mr. Luther responded the program is similar to the printed "Community Profile" but in an electronic format.

Al Herrera stated he does see any problems with having local businesses being able to advertise. Mayor Shaffer asked how the programs would be monitored. Mr. Luther stated he was confident the residents would let the City know if there were any problems with the content. He noted the business list being provided will contain businesses that have been licensed by the City.

Mayor Shaffer asked if the City could opt out of the agreement. Mr. Luther stated the agreement would be for two years. Andrew Wang noted the City has control as to the content of the video.

Bill Griffith stated he shares some of the concerns expressed with the sponsorships and asked if language could be added to the contract that would allow the City to review the sponsors and noted once the sponsors are in place they remain for two years. Mr. Luther stated he could discuss that with CGI.

Michael Kelly expressed concerns with the program being up to the standards of the City. However, he does support adding video clips to the city's website.

Laura Wassmer felt having commercials on the City's website would downgrade its quality and noted the potential "freedom of speech" issues in trying to control the content.

Wayne Vennard stated the contract included in the packet does not have any provisions for review by the City. He feels the City has a right to determine what is on its website. Michael Kelly noted the information is not on the City's website. The City is providing a link to the sponsors website.

David Belz confirmed the agreement provided the City with four one-minute videos without the cost of producing them, with City control over the content of the videos, but no control over the sold sponsorship/advertising links.

Bill Griffith noted the similarity between this program and the information given to the Council this evening from KCPT and suggested that perhaps they would provide a better fit for the City and a higher level of quality. Mr. Herrera responded the KCPT program is for a one time video, whereas this program would provide on-going videos for a two-year period. He feels it would be a great benefit to be able to showcase Prairie Village.

Andrew Wang withdrew his motion to allow the Communications Committee to proceed with further investigation of the CGI program, although he agrees with Mr. Herrera that having a video presentation could be very beneficial to the City. Mr. Herrera withdrew his second. Mayor Shaffer announced the motion was formally withdrawn for further investigation. He then assigned consideration of the KCPT program to the Communications Committee.

Park & Recreation Committee

Mayor Shaffer reported for Diana Ewy Sharp there would be a public forum held at the June 13th meeting of the Park & Recreation Committee at 7 p.m. The committee is encouraging residents to attend.

VillageFest Committee

It was noted several agreements for the July 4th celebration were approved. The committee has finalized the schedule for the day and flyers will be distributed to the Council as soon as they are available. The committee is pleased to announce that the orchestra performing at the 2006 celebration will be returning for the 2007 celebration. If any Council members can help during the day or with setup the evening before, they should contact Diana Ewy Sharp.

OLD BUSINESS

Bill Griffith asked the status of the house at 7816 Mohawk. Doug Luther responded the property has been purchased and the new owner is in the process of rehabilitating the home as well as continuing to remove items left in the home by the previous owner. The electrical system for the house has been replaced and the roof is being replaced. Mr. Luther stated both the building inspector and the code enforcement officer regularly visit the site.

NEW BUSINESS

Mayor Shaffer extended best wishes to Karen Kindle, the City's Finance Director, on the impending birth of her child. Mrs. Kindle will be on leave for two months.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Community Center Committee	06/05/2007	5:00 p.m.
Planning Commission	06/05/2007	7:00 p.m.
City Council Budget Worksession	06/11/2007	6:00 p.m.
Sister City	06/11/2007	7:00 p.m.
Park & Recreation Committee	06/13/2007	7:00 p.m.
Council Committee of the Whole	06/18/2007	6:00 p.m.
City Council	06/18/2007	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to feature a watercolor exhibit by Jack O'Hara in the R.G. Endres Gallery during the month of June. The opening reception will be June 8th from 6:30 to 7:30 p.m.

The Johnson County Transportation Council and Johnson County Transit staff will present their Five Year Strategic Plan in a public meeting on Monday, June 4th from 1:30 to 3:30 p.m. in the Sunset Building, 11811 S. Sunset Drive, Olathe and on Monday, June 11th from 5:00 to 7:30 at the Sylvester Powell Community Center, 6200 Martway, Mission.

Recreation memberships are now on sale at the City Clerk's Office.

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

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

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 8:12 p.m.

Joyce Hagen Mundy
City Clerk

CONSENT AGENDA

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

Issue:

Should the City of Prairie Village enter into an agreement with the Shawnee Mission School District for the Police Department to provide School Resource Officers to the District for the 2007-2008 school year, which extends from August 16, 2007 to May 29, 2008?

Background:

The Shawnee Mission School District has requested the City of Prairie Village continue our relationship in providing School Resource Officers to the District. Since the inception of the School Resource Officer Program, the City and the District have entered into a contract regarding the relationship of the parties, costs and responsibilities.

This year's contract is identical to the one approved last year, which had been updated for the first time in several years. At their May 14, 2007, meeting, the School Board approved the continuation of the program and the Board President signed the attached contract.

Recommendation:

STAFF RECOMMENDS APPROVAL OF THE CONTRACT WITH THE SHAWNEE MISSION SCHOOL DISTRICT FOR THE 2007-2008 SCHOOL YEAR.



May 31, 2007

Chief Charles Grover
Prairie Village Police Department
7700 Mission Road
Prairie Village, KS 66208

Dear Chief Grover:

At our May 14 Shawnee Mission Board of Education meeting, the board voted to proceed with the SRO program for the 2007-2008 school year. The board president has signed the attached agreement. Please have the appropriate individual sign the agreement and return the original to my office as soon as it is convenient.

This agreement continues the same concept that existed in the past. If there are any clarifying questions or issues that arise during the process of having the agreement signed, please do not hesitate to call.

Once again, thanks for your assistance and cooperation with the SRO program. It is an outstanding contribution to the school environment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gene Johnson', written over a horizontal line.

Gene Johnson, Ed.D.
Associate Superintendent for Secondary Services

Enclosure

AGREEMENT

This agreement is entered into this 14th day of May, 2007, by and between the City of Prairie Village, hereinafter referred to as "Agency" and the Shawnee Mission Unified School District No. 512, located at 7235 Antioch, a political subdivision of the State of Kansas, hereinafter referred to as "District," as follows:

WITNESSETH

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

1. Purpose of Agreement. The purpose of this Agreement is for the Agency to assign two uniformed law enforcement officers for the School Resource Officer program, to Shawnee Mission East High School, Mission Valley Middle School and Indian Hills Middle School. The officers will work with school personnel to provide educational programs that require law enforcement expertise maintain a safe campus environment, and take appropriate action regarding on-campus or school related criminal activity.
2. Term. The term of this Agreement shall be from the first day of school, which will be no earlier than August 16, 2007, through the end of school, which will be no later than May 29, 2008. The parties may mutually extend the terms of the agreement as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, the officers shall perform regular police duties at a duty station as determined by the Chief of Police.
3. Termination. This Agreement may be terminated without cause by either party upon 30 days prior written notice.
4. Relationship of Parties.
 - 4.1. The city and assigned officers shall have the status of an independent contractor for purposes of this Agreement. The officers assigned to the District shall be considered the employee of the Agency and shall be subject to its control and supervision.
 - 4.2. The officers will be subject to current written directives in effect for Agency law enforcement officers, including attendance at all mandated training and testing to maintain state peace officer certification.
 - 4.3. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by District to accomplish the goals of this agreement is a city employee and that no rights under Agency civil service, retirement, or personnel rules accrue to such person.

5. Cost. District agrees to pay Agency:

5.1. A consulting fee of \$185 per day for each day the officer works on site, when school offices are open, to a maximum of 190 days as determined by the school calendar for the 2007-08 school year.

5.2. The District will not pay Agency for:

- a. Overtime unless it is requested by the district.
- b. Non school related expenses related to or resulting from law enforcement related activities, such as criminal investigations and court appearances.

5.3. The Agency shall be responsible for the officer's compensation on days schools are in session and the officer is not at his/her assigned school, unless the officer's absence is due to his/her attending an off campus activity at the school's request.

5.4. The Agency shall be responsible for said officer's compensation on days when school offices are closed which include:

Labor Day - September 3
Thanksgiving – November, as scheduled
Winter Break - December – January, as scheduled
Martin Luther King's Birthday – January 21
Presidents' Day - February 18
Spring Break – March, as scheduled
Memorial Day - May 26

5.5. Agency agrees to pay all other costs including, training, vehicle, radio, equipment, and insurance.

5.6. Each party will maintain a budget for expenditures under this agreement.

5.7. Payment from the District to the Agency will be made upon receipt of an itemized statement, and a copy of the officer's time log.

6. Officer Responsibilities.

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

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

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

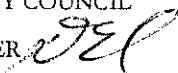
By 
Susan Metsker, President
Shawnee Mission Board of Education

Date 5/14/07

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

Date _____

CITY OF PRAIRIE VILLAGE

TO: MAYOR & CITY COUNCIL
FROM: DOUG LUTHER 
SUBJECT: ADVERTISING AGREEMENT WITH KC STAR
DATE: 6/4/2007
CC:

In order for the City to receive discounted civic rate advertising with the *Kansas City Star*, the City must agree to purchase at least \$1,500 worth of advertising each calendar year. Annually, the City spends more than this amount in advertising.

The attached Annual Retail Advertising Contract is identical to the agreement signed by the City last year, and has been placed on the 18 June, 2007 Consent Agenda for your consideration.

**RECOMMEND THE CITY COUNCIL APPROVE AN ANNUAL RETAIL
ADVERTISING CONTRACT WITH THE KANSAS CITY STAR**

THE★STAR.
KansasCity★.com

Annual Retail Advertising Contract

This contract is made this 1 day of June, 2007 by and between The Kansas City Star, and City of Prairie Village consideration of the rates associated with the Annual Investment Level and Contract Programs chosen below, City of Prairie Village (Advertiser) agrees to purchase and pay for advertising and other products/services from The Kansas City Star (Publisher) in accordance with the terms and conditions listed on the reverse side of this contract, in the Rate Cards, all as now in effect or as amended at any time.

Annual Investment Level: \$ 1500.00 (Civic rate)
Flex Program: Yes # _____ Weeks No
Flex Plan Section: N/A
Effective Date June 24, 2007 Expiration Date: June 23, 2008
Primary Account Number # 048-591-001
Is this an umbrella contract? No _____ Yes. List additional account numbers

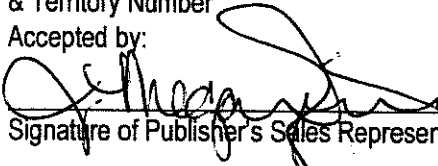
Current Credit Application attached? Yes _____ No

Publisher

Advertiser

J. Megan Zinn #61
Printed Name of Publishers Sales Representative
& Territory Number

City of Prairie Village
Advertiser (Name of Business)

Accepted by:

Signature of Publisher's Sales Representative

Printed Name of Authorized Representative _____ Title _____

Signature of Authorized Representative _____ Date _____

Signature of Publisher's Sales Manager _____

Phone _____ e-mail address _____

Signature of Vice-President of Advertising _____

Business Address: 7700 Mission Rd.
Prairie Village KS 66208
City State Zip

Signature of Finance Representative _____

Agency _____

Agency Billing Address _____

Entered by _____ Date _____

City _____ State _____ Zip _____

The Kansas City Star ★ 1729 Grand Blvd., Kansas City , MO 64108 ★ 816-234-4017

Annual Retail Advertising Contract Terms

If, as of the Expiration Date, Advertisers net billings do not equal or exceed the Annual Investment Level and/or Advertiser does not meet the Contract Program requirements, then Advertiser agrees to additionally pay Publisher the Short Rate amount ("Short Rate" amount means the difference between Advertisers Net Billings and the amount Advertiser's Net Billings would have been had the products/ Services purchased been billed at the rates applicable to the Annual Investment Level Advertiser actually achieved.) If Advertisers net billings exceed Investment Level beyond the subsequent contract levels Publisher agrees to rebate Advertiser up one (1) Investment Level on the Rate Card. Rebate will be issued in the form of Advertising credit to be used for future Kansas City Star product or service.

Unless sooner terminated pursuant to this Contract, the term hereof ("Term") shall be the one-year period beginning on the Effective Date. Advertiser agrees to pay the publisher at Publisher's Open rate for all advertising thereafter (except advertising ordered under a subsequent written contract between Advertiser and Publisher).

Publisher may revise its terms and conditions, Rate Cards or other requirements at any time upon 30 days written notice to Advertiser and the Advertiser may cancel this contract at any time new rates are made effective by giving written notice to the company fifteen (15) days prior to the effective date of the rate adjustment. If the contract is cancelled by the advertiser as provided in this paragraph, all space run during the current period of the contract will be billed at the earned rate.

Advertiser agrees to indemnify Publisher against any and all liabilities and expenses including payment of judgments, attorney's fees and costs, arising from any and all claims involving the contents of advertisements published pursuant to this contract.

Advertiser and Publisher agree that any contractual disagreement shall be governed by the laws of the state of Missouri and any litigation arising out of this agreement shall be in Jackson County, Missouri.

The content, format and location of all advertising are subject to the approval of the Publisher. Publisher reserves the right to edit, classify or reject any part or all advertising determined in Publisher's sole discretion not to be in the best interest of the Publisher. ADVERTISER EXPRESSLY WAIVES AND RELEASES PUBLISHER FROM ANY AND ALL LIABILITY FOR INCIDENTAL, SPECIAL AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST PROFITS OR BUSINESS)

Unless credit approval has been granted all advertising is pre-pay. Invoices are due and payable within 30 days of invoice date. Delinquent accounts are subject to suspension of credit privileges without notice; suspension or cancellation of advertising, products and/or services; or termination of this contract. Advertiser agrees to indemnify Publisher for all expenses incurred in connection with the collection of amounts payable under this contract, including collection fees, attorney's fees and court costs.

This contract may not be assigned or transferred by Advertiser.

This contract contains the entire agreement between Advertiser and Publisher and may not be modified except in writing signed by both parties hereto.

**CONSIDER FOR CONSENT AGENDA
CORPORATE RESOLUTION – INTRUST BANK – CORPORATE CREDIT CARDS**

BACKGROUND

From time to time, Intrust Bank updates its customer records. They are requesting and updated corporate resolution from the City. The last resolution was signed in December 2002. The document is the same as the 2002 document except that the authorized staff includes Doug Luther instead of Jamie Shell.

RECOMMENDATION

Approve the updated corporate resolution with Intrust Bank for the City's corporate credit cards.

Certification of Resolution

City of Prairie Village, KS
Company Name

This is to certify that a meeting of the Board of Directors (if a corporation), or the Members (if a limited liability company), or all the partners (if a partnership) was held on _____, 20____, and that the following resolution was adopted, which has not been altered, amended or revoked:

BE IT RESOLVED, that it is in the best interest of the Company that INTRUST Bank, N.A. (Bank) issue a line of credit account (Account) to the Company for the purposes of overdraft protection and / or credit cards in the names of certain designated officers, employees, members, partners and agents (Cardholders) of the Company for use by Cardholders to charge Company related expenses. This resolution shall remain in full force and effect until all indebtedness from Account opened pursuant to this resolution has been paid in full and all credit cards have been returned to Bank.

BE IT FURTHER RESOLVED, that the Company agrees to pay Bank for all charges on the Account issued pursuant to this resolution even if such charges were for non-business purposes and the Company further agrees to abide by all of the terms and conditions of the Cardholder Agreements which govern the use of the Account. Bank may terminate any or all Accounts established by the Company pursuant to this resolution should any Account become delinquent or at Bank's sole discretion.

BE IT FURTHER RESOLVED, that the Company recognizes that all Account charges constitute a Company indebtedness to Bank. In the event Company has previously granted Bank a security interest, or may grant Bank a security interest in the future, in any of its assets to secure any other indebtedness to Bank, all Account charges are also secured by such security interest.

BE IT FURTHER RESOLVED, that Company will immediately advise Bank in writing of any change in management, ownership, or any material adverse change in the financial condition of the Company. If Company is a partnership, this resolution is an amendment to the partnership agreement and shall take precedence over such agreement and each partner shall be jointly and severally liable for all charges on the Account.

The Company authorizes either Barbara Vernon or Doug Luther to designate those individuals to whom credit cards are to be issued and further authorizes them to cancel credit cards, be granted access to view transaction activity online, and make such other changes as needed by providing written notification to Bank.

The undersigned certify they have the authority to sign this Certification of Resolution and that the resolution constitutes a valid and enforceable act on behalf of the Company.

IN WITNESS WHEREOF, the Company officials have signed their names this _____ day of _____, 20_____.

Check Type of Company

- Corporation [President and Secretary must sign this resolution]
- Limited Liability Company [Each managing member must sign this resolution]
- Partnership [All Partners must sign this resolution]
- Sole Proprietorship [Owner must sign this resolution]
- Municipality
- Not for Profit
- Other: _____

Signature / Title

Signature / Title

Signature / Title

Signature / Title

Issue:

Consider Insurance Committee Appointment

Background:

Mayor Shaffer is pleased to place before you the appointment of Frank A. Young to the Insurance Committee. Mr. Young brings 40 years of experience in the insurance brokerage business to the committee. He also previously served on the committee under Mayor Weltner. Mr. Young's volunteer application is attached.

Recommendation:

**Ratify the Mayor's appointment of Frank A. Young to the
City's Insurance Committee**

CONSENT AGENDA



**City of Prairie Village
APPLICATION TO VOLUNTEER**

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

Name FRANK A. YOUNG Spouse's Name VIRGINIA
Address 43 Le mans Court Zip _____ Ward _____
Telephone: Home 642-3489 Work _____ Fax TEANEYFAY@AOL.COM
E-mail TEANEYFAY@AOL.COM Other Number(s): _____ 01913-642-3489-
Business Affiliation Retired
Business Address _____
What Committee(s) interests you? Insurance Comm.

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.

- 40 years in the Insurance Brokerage Business
- Designing, placing casualty / property Commercial Ins programs - now retired.
- Currently as a Board member responsible for review & placement of insurance for a Charter School & a non profit charity organization
- Some years ago while Sue Wiltner was mayor was an Insurance Comm. member for Prairie Village

Thank you for your interest in serving our community.

Consider Inter-local Agreement between the City of Prairie Village and the City of Leawood for use of property for public art purposes.

On May 7, 2007 the City Council approved an informal agreement with the City of Leawood to lease property at Somerset and Lee Blvd. for public art purposes.

The City Attorney, working with the Leawood attorney, prepared the attached agreement which formally documents terms of the agreement between the cities of Leawood and Prairie Village. Essential elements of the agreement include:

Leawood will construct and maintain the Project as presented to and approved by the Prairie Village City Council.

Prairie Village will grant to Leawood the right to use the Property to Construct and maintain the Project for a period of 100 years.

Leawood will maintain the Property and pay all costs for insurance, utilities, upkeep and all other maintenance.

If Prairie Village terminates this Agreement, the sliding reimbursement scale agreed upon by both cities will be used.

For purposes of the agreement the costs of the Project will not exceed \$65,000 unless otherwise agreed by both parties.

This agreement will be added to the Consent Agenda for approval by the Council:

APPROVE THE AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE, KANSAS, AND THE CITY OF LEAWOOD, KANSAS, FOR THE USE OF PROPERTY FOR PUBLIC ART PURPOSES.

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

**AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE,
KANSAS, AND THE CITY OF LEAWOOD, KANSAS, FOR THE USE OF
PROPERTY FOR PUBLIC ART PURPOSES.**

THIS AGREEMENT made and entered into this __ day of _____ 2007, by and between the **CITY OF PRAIRIE VILLAGE, KANSAS**, (hereinafter referred to as **"PRAIRIE VILLAGE"**), and the **CITY OF LEAWOOD, KANSAS** (hereinafter referred to as **"LEAWOOD"**), each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the Prairie Village and Leawood each own a portion of the right-of-way located at the intersection of Somerset and Lee Boulevard [Prairie Village's portion is hereinafter referred to as "the Property"], a copy of the legal description of the Property is attached hereto and incorporated herein by reference; and

WHEREAS, Leawood desires to place and maintain certain permanent art pieces on said island; and

WHEREAS, Leawood desires to invest monies to improve and maintain the island located at said intersection ["the Project"]; and

WHEREAS, the parties hereto have determined that the Project is in the best interest of the general public; and

WHEREAS, it has been determined that the Project is to be or has been approved and authorized by the governing bodies of Prairie Village and of Leawood; and

WHEREAS, the governing body of Prairie Village has authorized its Mayor to execute this Agreement by official vote of said body on the _____ day of _____, 2007; and

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

- 1. THE PURPOSE OF AGREEMENT.** The parties hereto enter into this Agreement to allow Leawood to make improvements to and maintain the Property.
- 2. THE PROJECT.**
 - A. Leawood has designed certain improvements including landscaping and artistic work as described on the exhibit described as specifications of the Project, which is incorporated to this agreement by reference. This plan has been approved by the

Governing Bodies of both of the parties to this Agreement. Leawood shall construct and maintain the "Project", at its expense, in accordance with the terms of this Agreement. The Project will not be modified without the prior approval of the Governing bodies of both parties to this Agreement.

- B. Prairie Village hereby grants to Leawood the right to use the Property to construct and maintain the Project for a period of 100 years, but specifically ending on December 31, 2107.
- C. Leawood shall administer and pay all costs associated with the installation, maintenance and repair of the Project, during the term of this Agreement.
- D. Leawood shall be responsible to maintain the Property and the Project, including utilities, upkeep, lawn maintenance, and repairs during the term of this Agreement.
- E. Leawood will maintain liability insurance coverage for the Project, naming Prairie Village as an insured party.
- F. Although the art pieces will be attached to the island owned by Prairie Village, the art pieces shall remain the property of "Leawood."

3. TERMINATION OF AGREEMENT.

This Agreement may be terminated by either party at any time prior to the termination date by making the other party whole. If Leawood terminates this Agreement, it shall be responsible to do what is necessary to put the Property in a condition similar to the condition of the Property prior to the construction of the Project. In such event, Leawood shall pay the costs to return the Property to its current condition.

If Prairie Village terminates this Agreement for any reason other than non-performance of this Agreement by Leawood, then Prairie Village shall reimburse Leawood for a portion of the costs expended in accordance with the following schedule:

A. If terminated by Prairie Village in year 1 through 25 of the agreement, but before the end of the 25th year, Prairie Village shall pay Leawood 100% of the Costs;

B. If terminated by Prairie Village in year 26 through 50 of the agreement, but before the end of the 50th year, Prairie Village shall pay Leawood 75% of the Costs;

C. If terminated by Prairie Village after the first 50 years in year 51 through 75 of the agreement, but before the end of the 75th year, Prairie Village shall pay Leawood 50% of the Costs;

D. If terminated by Prairie Village in year 76 through 100 of the agreement, but before the end of the 100th year, Prairie Village shall pay Leawood 25% of the Costs

For purposes of this Agreement the Costs shall be defined as the costs of the Work and its installation for an amount not to exceed \$65,000.00, unless otherwise agreed by both parties pending conclusion of the installation.

If this Agreement is terminated by either party for the reason that the other party is not performing its obligation hereunder, it shall first give the party not performing sixty (60) days notice. If the non-performance is not corrected within said sixty (60) days period, the Agreement shall automatically terminate.

4. PLACING AGREEMENT IN FORCE. This Agreement shall be in full force and effect when approved and executed by all parties hereto.

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

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Mayor Ron Shaffer

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM

Charles E. Wetzler

CITY OF LEAWOOD, KANSAS

By: _____
Mayor Peggy Dunn

Debra Harper, City Clerk

APPROVED AS TO FORM

Patricia A. Bennett, City Attorney

CONSENT AGENDA

RENEWAL OF ANIMAL MEDICAL CENTER CONTRACT

Issue:

The City does not have its own kennel or boarding facility for lost or stray animals. It also does not staff personnel trained in veterinary medicine to care for injured animals found by City personnel. Therefore, the City needs to contract with an outside entity to provide these services.

Background:

The City has contracted with Animal Medical Center for many years to provide an impoundment facility, as well as general veterinary or related animal services.

Recommendation:

STAFF RECOMMENDS THE RENEWAL OF THE ANIMAL MEDICAL CENTER CONTRACT FOR 2007-2008.

CONTRACT FOR PROFESSIONAL ANIMAL CARE SERVICES

This Agreement is entered into this 1ST day of May, 2007, by and between the City of Prairie Village, Kansas, hereafter referred to as the City, and the Animal Medical Center & Associates, P.C., 204 West 75th Street, Kansas City, Missouri, a professional veterinary medicine organization owned by Jarvis E. Williams, DVM, hereafter referred to as AMC.

I. SCOPE OF SERVICES

1. That all services required by the City, in the care, custody and confinement of all domestic and/or wild animals which would normally be the financial responsibility of the City, shall be provided by AMC for the total sum of One Thousand, Three Hundred and Twelve and 50/100 Dollars (\$1,312.50) per month. That the services offered by the AMC shall be, but not limited to:
 - A. Maintain an animal receiving center seven (7) days per week, twenty-four (24) hours per day to receive any and all domestic animals and wild animals which are in the custody of the City.
 - B. Provide emergency veterinary medical treatment during normal office hours for those animals under control of the City, that are injured or sick
 - C. Provide rabies observation for UNCLAIMED animals for a minimum of ten (10) days.
 - D. Stray canines and felines, unclaimed, shall be kept a minimum of ten (10) days, at which time the City, shall release them to the AMC for adoptions or euthanizations, as AMC deems necessary and proper. AMC agrees that no animal shall be sold for the purpose of research and that all animals adopted under this program will ordinarily only be made available to individuals as companion animals. Monthly fees shall include, but not be limited to, examination, defleaing and fecal exam for parasites, and worming as deemed necessary by AMC.
2. AMC agrees to accept from the City, any and all dead small animals (under ten (10) pounds each) other than canines and felines presented for disposal. AMC shall dispose of said animals properly, either by incineration or other appropriate means. In consideration for this service, the City, shall pay the AMC the amount of One Hundred Fifteen and 50/100 Dollars (\$115.50) per month.
3. This Contract Agreement shall authorize AMC, the Police Department, and the City, to establish rules and procedures between all parties concerned to ensure that proper attempts are made to identify the owner of any domestic animal under control of the city. AMC is authorized to bill directly to the owners of said animals appropriate medical costs. The City will reimburse AMC for emergency medical care rendered to unclaimed animals, not to exceed One Hundred Thirty-Five and no/100 Dollars (\$135.00) per animal.
4. AMC agrees to hold any animal under confinement by the City, whose owner is known, until such time as a release order is received from the City. Should the period of confinement exceed ten (10) days, AMC shall bill the City the sum of Ten and no/100 Dollars (\$10.00) PER DAY for boarding of this animal. Should additional EMERGENCY services be rendered to this animal, AMC is authorized to bill directly to the owner of said animal appropriate medical costs. The City shall guarantee payment by the owner to a maximum of One Hundred Thirty-Five and no/100 Dollars (\$135.00) per incident. Should

additional NON-EMERGENCY services become required, they shall be provided upon agreement and payment directly from the owner. The City shall have no liability with respect to additional NON-EMERGENCY services unless the City agrees to such charges under separate agreement in advance.

5. The City, desires that injured or sick animals located or taken into custody within the City, when an owner cannot be identified or contracted, receive humane treatment. AMC, acting as an agent of the City under contract, is authorized to receive such animals from Animal Control or Police Officers and make a medical examination to determine if treatment is needed and treat such animals if practical. AMC may bill the City, the maximum amount of One Hundred Thirty-Five and no/100 Dollars (\$135.00) for said treatment if the legal owner cannot be established, and approval for such treatment is received from an authorized City official. AMC, following standard veterinarian practices, is also authrozod to determine that treatment is not warranted and may euthanize said animal to end unnecessary pain and suffering.
6. The City, agrees to pay the AMC the sum of Thirty-six and 75/100 Dollars (\$36.75) per animal for each canine or feline disposed of under this contract, whether accepted for disposal or euthanized any time during or after the ten (10) day impound period.
7. Animal Control Officers or Police Officers bringing in an animal to AMC agrees to:
 - A. Scan the animal for a microchip.
 - B. Put an E-Jay band around the neck of the animal with the Impound number and City written on it.
 - C. Put the animal in the appropriate location (cage, freezer, etc.).

II. SERVICE FEES

In consideration of the above provisions, the City, shall pay to the AMC the amount of One Thousand, Three Hundred and Twelve and 50/100 Dollars (\$1,312.50) per month for the fixed services in this agreement. The City shall also pay to AMC a per animal disposal fee of Thirty-six and 75/100 Dollars (\$36.75) per animal for the proper disposal of all canines and felines, as provided herein, and Ten and no/100 Dollars (\$10.00) per day for boarding of animals being confined by the City for a period exceeding ten (10) days, as provided in Section I, Paragraph 4.

III. SPECIAL PROVISIONS

The City acknowledges that the AMC will make available for purchase to the City, controlled substances for the City" use in tranquilizing and euthanizing animals. The City will hold the AMC harmless from any and all claims of injury or damage of any nature resulting from the City's use, storage or transportation of the controlled substances.

The AMC affirms that the work performed is as an independent agent and hereby accepts responsibility for any death or injury of any employee of the AMC while in performance of service under the terms of this Agreement and holds the City harmless.

The AMC further agrees to defend, indemnify and hold the City harmless from any and all claims of injury or damage of any nature resulting from their error, omission or negligent act of the AMC. Likewise, the City agrees to defend, indemnify and hold the AMC harmless from any and all claims of injury or damage of any nature resulting in error, omission or negligent act of the part of the City.

Either party may terminate this agreement by giving sixty (60) days written notice prior to the time of termination. This contract shall be effective and be in force from May 1, 2007, through April 30, 200~~7~~⁸

ANIMAL MEDICAL CENTER

CITY OF PRAIRIE VILLAGE, KANSAS

BY: *[Signature]*

BY: _____

TITLE: OWNER

Ronald L. Shaffer
TITLE: Mayor

DATE: 6-4-07

DATE: 06/18/2007

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy
City Clerk

Charles E. Wetzler
City Attorney

Memo

To: City Council
From: Jeanne Koontz
Date: June 15, 2007
Re: VillageFest Contracts

Please consider the following contracts:

Hiccup Productions Jim Cosgrove and the Hiccups Dino O'Dell Mark Thies, Sound System	\$1,800.00
All Season Party & Tent Rental Main Stage Tent	\$671.25
Wacky Banana 3 inflatables	\$1,800.00
Linda McGuckin Face Painter	\$170.00
Mr. James Funkhouser Orchestra	\$3000.00
Kaw Valley Fife and Drum Corp March in Children's Parade	\$100.00
Kansas City Royals Sluggerrr Appearance	\$600.00
Michael Lundeen 2 Clowns	\$300.00

APPROVE CONTRACTS LISTED ABOVE FOR VILLAGEFEST 2007

COUNCIL ACTION REQUIRED
CONSENT AGENDA

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 4th day of June, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Hiccup Productions, Inc., (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; and

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

- 1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:

same space as previous years will be adequate.

- 2. Type of Service Provided: the Vendor agrees to provide the following services:

* Jim Cosgrove and Band, entertainer (please refer to us as "Jim Cosgrove and The Hiccups"*)
Kevin Dolan aka Dino O'Dell, entertainer
Mark Thies, Sound System

- 3. Hours of Operation: The Vendor shall provide services to the general public as follows: Kevin Dolan - 12:00 to 12:30 p.m., Jim Cosgrove - 12:30 to 1:30 p.m., and sound system 9:00 a.m. to 2:30 p.m. on July 4, 2007. Set-up and breakdown time is exclusive to the hours of operation.

as per Jeanne Kaetz 5/23/07
Dino O'Dell = 9:30 - 10:00
Jim Cosgrove & The Hiccups = 10 - 11
Mark Thies sound = 9:00 - 2:30
(Mark will arrive by 7:30am)

- 4. Access to Facilities:

a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2007 from 7:00 a.m. to 3:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.

b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

2 - 20 amp circuits

2 Tables, one for sound, one for sales

1-2 assistances for loading and unloading sound equipment, first thing in the morning for set-up, and later for breakdown.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$1,800, to be paid on or before July 4, 2007 unless the event is canceled as provided in Section 6 of this agreement.
(Please make check payable to Hiccups Productions)
6. Sales: All federal, state, and local laws governing retail sales tax must be followed. Vendor understands the rules and regulations of the event and will comply. Vendor realizes that failure to comply may result in expulsion from the event.
(Please provide a table for sales)
7. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
8. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
9. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor

is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said policies shall be provided to City on or before June 27, 2007.**

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

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

10. **Staff:**

- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.

11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.

12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.

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

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer _____

Mayor _____

City of Prairie Village _____

7700 Mission Road _____

Prairie Village, Kansas, 66208 _____

913-381-6464 _____

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By: Jennifer Cosgrove _____
(signed)

Jennifer Cosgrove _____
(typed name)

Special Events Manager _____
(typed title)

Hiccup Productions, Inc _____
(typed company name)

P.O. Box 8156 _____
(typed address)

Prairie Village, KS 66208 _____
(typed city, state, zip)

913-219-4815 or 913-220-0022 _____
(typed telephone number)

6/4/07 _____
(date of execution)

APPROVED BY:

City Attorney, Charles Wetzler

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this _____ day of _____, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and All Seasons Party & Tent Rental, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:

2. Type of Service Provided: the Vendor agrees to provide the following services:
 - 1.) 30X40 Frame Tent
 - 2.) Sidewall Solid 8' X 30' Panel
 - 3.) Platform 4'X8' X 12/24" - - 8'X16'X12/24"
 - 4.) Leg Extensions

3. Hours of Operation: The Vendor shall provide services to the general public from _____m. to _____m. on July 4, 2007. Set-up and breakdown time is exclusive to the hours of operation.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location for set-up and breakdown on Tuesday, July 3, 2007 from _____m. to _____m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.

 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. **Compensation**: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$671.25, to be paid on or before July 4, 2007 unless the event is canceled as provided in Section 6 of this agreement.
6. **Cancellation of the Event**: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. **Clean-Up**: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. **Indemnity**:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said policies shall be provided to City on or before June 27, 2007.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____

(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By Dave King *Dave King*

(signed)

Dave King

(typed name)

Sales Rep.

(typed title)

All Seasons Party & Tent Rental
(typed company name)

12416 Grandview Road
(typed address)

Grandview Missouri 64030
(typed city, state, zip)

816 765-1444
(typed telephone number)

(date of execution)

APPROVED BY:

City Attorney, Charles Wetzler

All Seasons Party & Tent Rental - Conditions of Rental Val

A/S: 56534 Delivery Date: 7-3-07 Client: Prairie Village

DEPOSIT and / or CANCELLATION: A non-refundable deposit of 25 % is required upon confirmation of the order unless you are set up on credit. Order balance is due 7 days prior to the date of delivery or customer pick up. If there is a cancellation after confirmation of the order, then a 25% restocking fee will be charged. If equipment is canceled less than 48 hours prior to delivery, then there will be a 50% restocking fee. If canceled on site, then 85% of the order will be charged. No credit will be given for unused items once delivered.

SITE PREPARATION: Customer agrees to have the site clean and clear of obstacles that prevent access or installation of the equipment. Customer agrees to an additional min. charge of \$30.00 per hour per man for any delay incurred, or additional labor performed by All Seasons on the pick-up date listed under "Pick-up Date" on the delivery ticket. Failure to have said equipment available will subject customer to an additional rental charge for each day the equipment is not available for pick-up. All equipment is to be knocked down and stacked for pickup. All china, glassware, flatware and other food service equipment must be rinsed in hot water and repacked in the same containers as delivered. Linen should be refuse-free and air-dried to prevent staining and mildewing. All Seasons shall not be required to install equipment outdoors anytime when rains, winds, ect. That make the work unsafe for All Seasons employees and/or the leased equipment. Additional charge will be assessed for damage do to non-compliance.

SURFACE CONDITIONS: Customer agrees to inform All Seasons in writing of the existence of any underground pipes, cables, conduits, etc. that might interfere with the ability to stake or anchor the equipment. In the absence of such notice, All Seasons assumes that no underground obstructions exist. All Seasons is not responsible for damage to underground obstructions. Missouri Residence call 1-800-DIG RITE and Kansas Residence call 1-800-DIG SAFE. All Seasons will not be liable for surface damage from our trucks if our drivers have to drive on the property to reach the event set up site. When a tent is erected on asphalt, All Seasons will plug holes (if filling is purchased) but do not warrant asphalt will be restored to original condition.

NECESSARY PERMITS & LICENSES: Customer agrees prior to the installation of the equipment, to obtain, at the customers expense, all necessary permits, licenses and other consents.

DELIVERY / PICK UP: If a customer waives their right to be present when the equipment is delivered and/or picked up, then all shortages will be deemed correct and customer will be billed for loss. All rentals are for one day use, unless otherwise arranged; items are normally delivered the day before and picked up the day after (excluding Sundays and Holidays). In the event rental property is not returned, or is returned in a broken or otherwise damaged condition, customer will be charged for the replacement. No goods may be moved from the place of delivery without permission of All Seasons. Customer shall have all equipment available for pick up by All Seasons on the pick-up date listed under "Pick-up Date" on the delivery ticket. Failure to have said equipment available will subject customer to an additional rental charge for each day the equipment is not available for pick-up. All equipment is to be knocked down and stacked for pickup. All china, glassware, flatware and other food service equipment must be rinsed in hot water and repacked in the same containers as delivered. Linen should be refuse-free and air-dried to prevent staining and mildewing. All Seasons shall not be required to install equipment outdoors anytime when rains, winds, ect. That make the work unsafe for All Seasons employees and/or the leased equipment. Additional charge will be assessed for damage do to non-compliance.

SECURITY: Customer is responsible for the security of equipment from installation through takedown. Customer hereby assumes all risk of loss and damage to the property from any cause whatsoever.

TENTS: Although the vinyl fabrics of our tents have been treated for water repellency, they cannot be guaranteed to be waterproof. NO cooking is permitted in or under the Tents. The smoke & heat will permanently damage the tent. Should All Seasons be unable to furnish any of the listed Tents, in the exact size, or any other rental equipment, All Seasons reserves the right to upgrade the quality or find a substitute product. All Seasons be required to install tents in an area it regards as too muddy, dirty, unsafe, or unsuited for the installation, and All Seasons shall be the sole judge therefor. To procure necessary clearance during high winds, lessee shall not:

- (a) place anything within two feet of the top of the tent or within one foot of the sides.
- (b) attach fences, wires, boards, ect..... to the side of poles of the tents that would interfere with adjusting and tightening of tents.
- (c) attach any electric wires, except to center and/or quarter poles of tents, and then only with tape or cord, and without using nails, screws, or bolts.

In the event the leased property is damaged to the extent it is unsafe, lessee shall immediately cause humans, livestock and property to be removed thereof in the interest of safety. In the event the leased property is blown down or damaged in any manner, the rent shall be due and payable regardless.

Lessee agrees not to sublet, sell, pledge, loan, or part with the possession of the leased property, or mortgage the same, and to suffer no claims or encumbrance or liens to be made thereon. Lessee agrees not to prevent the lessor, or his agents, at any time, to enter the leased premises of the lessee upon which the leased property is located, for the purpose of inspecting the leased property and its manner of use. In the event of a breach by the Lessee of any of its agreements herein contained, or if during the term of this agreement, or any extension thereof, bankruptcy or insolvency proceeding are commenced by or against the Lessee, or if receivers are appointed to take possession of the business of the Lessee or if the Lessee discontinues business all unpaid amounts to the end of the lease agreement or any extension of it shall, be due immediately. All Seasons may enter the premises, forcibly if necessary, and take possession of and remove the leased property and thereby terminate all rights and interest of the lessee therein.

All Seasons reserves the right to use photographs of the contracted job for marketing and advertising purpose.

Customer acknowledges that the rental property is of a size, design and capacity selected by customer, and that All Seasons, has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the conditions, quality, durability or suitability of the property. All Seasons shall not be liable to customer for any loss or damage caused directly or indirectly by the rental property. Customer shall not deliver possessions of the rental property to any individual(s) other than All Seasons employee's, and shall require reasonable identification from such individual(s) prior to surrendering possessions.

HOLD HARMLESS: Customer is responsible for the loss or damage to Customer's property during this rental agreement. If weather is forecast which might damage the equipment or the tent(s), Customer is advised to remove their property from beneath or surrounding the tent(s). Customer understands and agrees that All Seasons is not responsible for loss or damage to your property or property of others in your control during the entire rental of the equipment. All Seasons shall not be liable and shall be held harmless in any manner for injuries or damage caused by persons or things falling over or coming in contact with ropes, stakes, or other supports of the tents or other leased equipment. All Seasons shall not be responsible for conditions brought about by the Acts of God, disturbances of nature, boycotts, labor troubles, contingencies of transportation, civil commotion's or other conditions beyond its control. Lessee assumes liability for, and shall indemnify, defend and hold harmless lessor, its agents, employees, officers, directors, successors, and assign from and against, any and all liabilities, obligations, losses, demands, damages, injuries (including, but not limited to, bodily injury, illness and death), claims, penalties, suits, actions cost and expenses, including attorneys fees, of whatsoever kind and nature, relating to or arising out of the use, condition, operation, ownership, selection, delivery, leasing, or return of the equipment, regardless of where, how, and by whom operated, or any failure on the part of the lessee to perform or comply with the conditions of this lease. Without limiting the generality of the foregoing, lessee shall, at its own cost and expense defend lessor against all claims, suits or proceedings commenced by anyone in which lessor is named as a party for which lessor is alleged to be liable or responsible as a result of or arising out of the equipment, or any alleged act or omission by lessor, and lessee shall be liable and responsible for all costs, expense, and attorney's fees incurred in the defense and/or settlement, judgment, or other resolutions therefor. In the event any such action is commenced naming lessor as a party, lessor may, in its sole discretion, elect to defend said action on it's own behalf with counsel of it's choice, and lessee shall be liable for and reimburse lessor for all costs, expense, and attorneys fees incurred by lessor in such defense. The indemnities and assumption of the liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of the lease.

Customer Name: _____ Address: _____ AS# 56534
 The above terms, conditions, specification and prices are accepted by: _____ Delivery/Pickup: 7-3 thru 7-5-07
 Customer: _____ Date: _____
 Please Sign and fax or mail back

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this ____ day of _____, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Wacky Banana, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:

2. Type of Service Provided: the Vendor agrees to provide the following services:
Big Kahuna
Ultimate Rock Climb Obstacle Course
Wacky Water Slide
2 generators

3. Hours of Operation: The Vendor shall provide services to the general public from 10:00 a.m. to 2:00 p.m. on July 4, 2007. Set-up and breakdown time is exclusive to the hours of operation.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2007 from 8:00 a.m. to 3:00 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.

 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$1800, to be paid on or before July 4, 2007 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
 - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said policies shall be provided to City on or before June 27, 2007.**
9. Notification: Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. Staff:
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
 - b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
 - c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. Cancellation: The City shall retain the right to cancel this Agreement at any time without penalty.
12. Entire Agreement: This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. Effective Date: This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By: Markie Rankin
(signed)

Markie Rankin
(typed name)

Owner
(typed title)

Wacky Banana
(typed company name)

14622 Pawnee St
(typed address)

Leawood, KS 66224
(typed city, state, zip)

913-469-6443
(typed telephone number)

10/11/07
(date of execution)

APPROVED BY:

City Attorney, Charles Wetzler

CITY OF PRAIRIE VILLAGE FAX: 9133617755 JUN 7 2007 15:15

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 7 day of June, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Linda McGuckin (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:

Table large enough to put my paints/water etc. and room for a line and my chair with room for me to walk around it. *2 chairs please*

2. Type of Service Provided: the Vendor agrees to provide the following services:

Face Painting

3. Hours of Operation: The Vendor shall provide services to the general public from 10:00 a.m. to 12:00 p.m. on July 4, 2007. Set-up and breakdown time is exclusive to the hours of operation.

4. Access to Facilities:

- a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2007 from 8:00 a.m. to 3:00 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
- b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$170.00, to be paid on or before July 4, 2007 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated. *with 1/2 compensation for preventing vendor to find other event for time saved.*
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
- a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
- b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said policies shall be provided to City on or before June 27, 2007.**

Requested. Please let me know if certificate does not come.

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

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

10. **Staff:**

- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.

11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty. *Please see #6*

12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.

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

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas. 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By: Linda McGuckin
(signed)

Linda McGuckin

(typed name)

(typed title)

(typed company name)

8137 Valley View Drive

(typed address)

Overland Park, KS. 66204

(typed city, state, zip)

913-481-7628

(typed telephone number)

June 7 2007

(date of execution)

APPROVED BY:

City Attorney, Charles Wetzler

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this ____ day of _____, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Mr. James Funkhouser, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:

Stage with nothing on it except 50 chairs

2. Type of Service Provided: the Vendor agrees to provide the following services:
Orchestra

3. Hours of Operation: The Vendor shall provide services to the general public from 12:35 p.m. to 1:30 p.m. on July 4, 2007. Set-up and breakdown time is exclusive to the hours of operation.

4. Access to Facilities:

- a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2007 from 11:30 a.m. to 2:00 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
- b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$3,000 which includes the cost of Union fees, to be

paid on or before July 4, 2007 unless the event is canceled as provided in Section 6 of this agreement.

6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.
 - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said policies shall be provided to City on or before June 27, 2007.**
9. Notification: Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. Staff:
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. Cancellation: The City shall retain the right to cancel this Agreement at any time without penalty.
12. Entire Agreement: This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. Effective Date: This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By:  _____
(signed)

James C. Funkhouser
(typed name)

Conductor
(typed title)

Americana Orchestra
(typed company name)

1836 N. 300 Road
(typed address)

Baldwin City, Kansas 66006
(typed city, state, zip)

785 594-2686
(typed telephone number)

June 11, 2007
(date of execution)

APPROVED BY:

City Attorney, Charles Wetzler

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 12 day of June, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Kaw Valley Fife and Drum Corps, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:

2. Type of Service Provided: the Vendor agrees to provide the following services:
March in Children's Parade at 11:00 am

3. Hours of Operation: The Vendor shall provide services to the general public from 11:00 a.m. to 12:00 p.m. on July 4, 2007. Set-up and breakdown time is exclusive to the hours of operation.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2007 from 10:30 a.m. to 12:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$100, to be paid on or before July 4, 2007 unless the event is canceled as provided in Section 6 of this agreement.

6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.

7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.

8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

 - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said policies shall be provided to City on or before June 27, 2007.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By James R. Krause
(signed)

James R. Krause
(typed name)

Music Director
(typed title)

Kaw Valley Fife & Drum Corps
(typed company name)

1409 New Jersey St.
(typed address)

Lawrence, KS., 66044
(typed city, state, zip)

(785)841-2646
(typed telephone number)

June 12, 2007
(date of execution)

APPROVED BY:

City Attorney, Charles Wetzler

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 14 day of JULY, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Kansas City Royals, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:

2. Type of Service Provided: the Vendor agrees to provide the following services:

Two hour Slugger Appearance

3. Hours of Operation: The Vendor shall provide services to the general public from 11:00 a.m. to 1:00 p.m. on July 4, 2007. Set-up and breakdown time is exclusive to the hours of operation.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2007 from 10:30 a.m. to 1:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$600, to be paid on or before July 4, 2007 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
 - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said policies shall be provided to City on or before June 27, 2007.**
9. Notification: Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. Staff:
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
 - b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
 - c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. Cancellation: The City shall retain the right to cancel this Agreement at any time without penalty.
12. Entire Agreement: This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. Effective Date: This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By Byron Shores
(signed)

BYRON SHORES
(typed name)

MASCOT
(typed title)

K C ROYALS
(typed company name)

1 ROYAL WAY
(typed address)

KC MO 64129
(typed city, state, zip)

816-504-4332
(typed telephone number)

6-14-07
(date of execution)

APPROVED BY:

City Attorney, Charles Wetzler

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 14TH day of JUNE, 2007, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Michael Lundeen (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2007; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:

2. Type of Service Provided: the Vendor agrees to provide the following services:

2 Clowns

3. Hours of Operation: The Vendor shall provide services to the general public from 10:00 a.m. to 1:00 p.m. on July 4, 2007. Set-up and breakdown time is exclusive to the hours of operation.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2007 from 9:30 a.m. to 1:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$300, to be paid on or before July 4, 2007 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
 - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said policies shall be provided to City on or before June 27, 2007.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
 - b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
 - c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer _____

Mayor _____

City of Prairie Village _____

7700 Mission Road _____

Prairie Village, Kansas, 66208 _____

913-381-6464 _____

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By: Michael R Lundeen
(signed)

MICHAEL R. LUNDEEN
(typed name)

PROFESSIONAL CLOWN
(typed title)

ARARAT SHRINE CLOWNS
(typed company name)

13028 CORRINGTON AVENUE
(typed address)

GRAND VIEW, MO. 64030
(typed city, state, zip)

816-761-7946
(typed telephone number)

JUNE 14, 2007
(date of execution)

APPROVED BY:

City Attorney, Charles Wetzler

COUNCIL COMMITTEE OF THE WHOLE
June 4, 2007

The Council Committee of the Whole met on Monday, June 4, 2007 at 6:00 p.m. The meeting was called to order by Council President Andrew Wang with the following members present: Mayor Shaffer, Al Herrera, Bill Griffith, David Voysey, Michael Kelly, Laura Wassmer, Charles Clark, Wayne Vennard and David Belz. Staff members present: Barbara Vernon, City Administrator; *Charles Wetzler, City Attorney*, Capt. John Walter, Acting Chief of Police; Bob Pryzby, Director of Public Works; Mike Helms, Field Superintendent; Doug Luther, Assistant City Administrator and Joyce Hagen Mundy, City Clerk.

David Belz moved the approval of the Consent Agenda for Monday, June , 2007:

- **Continue Special Use Permit for Communications Antenna at 7700 Mission Road**
- **Approve a Letter of Understanding with Johnson County Human Services and Aging in the amount of \$5,000 for Utility Assistance Services in 2007 with funding from the Prairie Village Municipal Foundation**

COUNCIL ACTION REQUIRED
CONSENT AGENDA

The motion was voted on and passed unanimously.

COU2007-32 Consider Cleaning HVAC at Municipal Offices and Public Works

Bob Pryzby reported on April 2, 2007, the City Council discussed a request to remove black mold found by Public Works staff in the Municipal Offices and directed staff to obtain tests on the suspected mold.

Staff retained Apex Environment Consultants, Inc. The executive summary on page 2 confirms the finding of "visible fungi contamination" in the basement mechanical room. Apex has recommended a step process for removing the fungi in coordination with the cleaning of air ducts and replacing the flexible connector on all units.

Staff has been discussing the process with Chief Heating and Cooling (City HVAC contractor), Midwest Duct Cleaning and Apex Environment Consultants. All parties agree that:

1. The removal of fungi in the City Offices basement needs to occur.
2. The cleaning of ducts in the Municipal Offices and Public Works is a necessity, as these ducts have never been cleaned since the buildings were built. The ducts in the Police Facility and Community Center were new with work in those buildings in the mid 1990s.
3. The replacement of the flexible connectors to all air handling units in the Municipal Offices and Public Works will be replaced.
4. UV lamps will be installed in all buildings as a preventative measure.

5. The humidity issue at City Hall can be corrected by the addition of dehumidification equipment. Three options were considered. The first option was to install two dehumidifier outdoor units for \$73,000. The second option was to install ten indoor units for \$44,600. The third option was to install 12 humidistats on existing systems for \$8,000. The first option is not selected because of the cost. The third option is not recommended as it will over-cool the offices and increase energy use substantially.

The costs are:

<u>Facility</u>	<u>Scope Work</u>	<u>Facility Cost</u>
Municipal Offices		
Remove fungi in basement	\$1,000	
Clean ducts	\$29,400	
Replace flexible connectors	\$3,000	
Install UV lamps	\$13,400	
Install dehumidification	\$44,600	
Testing and Retesting	<u>\$4,000</u>	
	Facility Total	\$95,400
Public Works (Building A & B)		
Clean ducts	\$4,500	
Replace flexible connectors	\$1,500	
Install UV lamps	\$3,400	
	Facility Total	\$9,400
Public Safety		
Replace flexible connectors	\$500	
Install UV lamps	<u>\$2,400</u>	
	Facility Total	\$2,900
Community Center		
Install UV lamps	<u>\$2,400</u>	
	Facility Total	<u>\$2,400</u>
	Total Cost	<u>\$110,100</u>

Mr. Pryzby noted no funding exists for this work. A transfer from the General Fund Contingency will be necessary. A waive of bids is also requested for Midwest Duct Cleaning Services.

Laura Wassmer confirmed it is "black mold" that is considered to be hazardous; however, Mr. Pryzby noted the mold has the potential to spread and become hazardous in other areas.

David Voysey noted the initial presentation had a price tag of \$75,000 and asked if the difference was the dehumidification and why it was not included initially. Mr. Pryzby responded the difference is the dehumidification and stated when the initial presentation was made he had not talked with the mechanical people about the installation.

Michael Kelly made the following motion, which was seconded by Wayne Vennard:

RECOMMEND THE CITY COUNCIL APPROVE THE TRANSFER OF \$110,100 FROM THE GENERAL FUND CONTINGENCY TO PUBLIC WORKS OPERATING BUDGET AND APPROVE A WAIVER OF BID FOR MIDWEST DUCT CLEANING SERVICES AND CHIEF HEATING AND COOLING

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Laura Wassmer asked why bid was being waived. Mr. Pryzby responded everyone he spoke with regarding the project said it should be done by Midwest Duct Cleaning and Chief Heating has the city's HVAC services contract.

Andrew Wang asked if there was any indication how long the cleaning would last. Mr. Pryzby responded the process will remove the source of the problem and prevent it from finding a home elsewhere and spreading.

Laura Wassmer asked if the entire process, including the UV lights, was necessary. Mr. Pryzby stated based on his past experience and the documented success of UV lights in addressing this problem, he feels the entire process is recommended.

The motion was voted on and passed by a vote of 8 to 1 with Griffith voting "nay".

COU2007-43 Consider providing Public Works Services to the City of Mission Hills

Bob Pryzby stated on February 22, 2007, he received a letter from Courtney Christensen, City Administrator for the City of Mission Hills. The letter listed eight services for Prairie Village to consider providing to the City of Mission Hills. The services are as follows:

- Snow/Ice Control - this would require 3 more trucks to provide same service as provided for Prairie Village
- Street Sweeping - they have a street sweeper, done monthly (more often than PV)
- Leaf Pick-up - this would be done with street sweeper with 2 trucks to pick up leaves and return them to public works for disposal
- Catch Basin Cleaning - same process as used by Prairie Village
- Potholes - same process as used by Prairie Village
- Storm Clean-up - this would be similar to that provided for Prairie Village
- Sign Maintenance - this is not provided in Prairie Village, but could be done
- Curb Sealing - this is not provided in Prairie Village, but could be done - requires the treatment/sealing of 30% of city's curbs annually

Mr. Pryzby noted that Mission Hills has no storage area available and all equipment and materials to be used, including salt, would need to be stored at the Public Works facility.

The salt barn can accommodate the additional salt; however, it would limit the city's ability to store only one year's worth of salt.

Mr. Pryzby stated he has not had any discussion with officials of Mission Hills regarding providing these services. He feels this needs to be determined by the City Council. If provided, he is proposing that all services be provided on an hourly basis. The Work Management System permits an accounting - labor, material, and equipment, contractual services - of all Public Works activities. It will accumulate services provided to the City of Mission Hills for each storm, work order, service request and detail the specific as a basis for monthly invoicing of the City.

Labor would be paid at the average rate of all hourly paid Public Works personnel plus a fringe benefit add-on percentage plus a supervision add-on percentage (\$33.00/hr). Material would be invoiced at actual cost. Equipment could be invoiced at FEMA rates which include operation, maintenance and ownership costs (\$25.50/hr). This does not include any cost of repairs. Contractual services would be invoiced at actual costs. A separate hourly rate would be established for meeting time with the City of Mission Hills - council meetings, city administrator meetings, etc. The total monthly invoice would have an administration add-on percentage to cover general administrative services provided by staff.

If the service is provided an additional two dump/truck trucks and one maintenance truck would need to be purchased at an estimated cost of \$255,000. All three trucks would be capable of plowing snow and spreading salt. It would also be necessary to hire six new employees. During storm events all six employees would be used for snow and ice control in Mission Hills, as typically storms are manned on a 24 hour basis. During non-storm events the other seven requested services would be provided by two to three employees. The other employees would be used for Prairie Village services, providing needed additional hours. No temporary summer help would be hired for Prairie Village.

Mr. Pryzby expressed concern with staff having to attend additional meetings. He is proposing a 20% add-on for general administrative costs. The total start-up costs to provide this service is \$640,849.24 with \$385,849.24 of that being additional labor costs.

Bill Griffith asked if this could be discussed in Executive Session. Barbara Vernon stated it does not meet the criteria for an executive session. Mr. Griffith asked the reasons for the request from Mission Hills. Captain Walter responded they have had difficulty finding contractors that are able to provide the level of service they expect. Mr. Griffith felt the Public Safety relationship with Mission Hills is a favorable situation; however, if an agreement were approved for Public Works Services he would want to see a very long termination notice to protect the City's significant capital investment. He would like to see a 24 month agreement or a successive two year contract.

Mr. Griffith noted if a private contractor was providing these services they would include a profit margin in the 15-25% range and he would only support an agreement for the City which included a similar return. Laura Wassmer strongly agreed with Mr. Griffith,

noting this is a huge additional burden on public works management staff as well as additional risk.

Charles Clark stated that unlike the Public Safety contract where the City controls the operations and shares the costs, this agreement would be that of an outside contractor. He feels the proposed 20% for overhead is appropriate; however, he is not sure that would provide any profit. He would like to see an additional 20-25%. He would prefer a two year contract with the ability to manage the Mission Hills Public Works services, not having to follow their specifications.

Wayne Vennard noted the burden would be on Public Works and asked Mr. Pryzby for his feelings on the subject. Mr. Pryzby responded he is not looking forward to getting involved in providing these services at this time. He stressed the difficulty in determining costs noting their direct relationship to events of "mother nature".

David Belz felt the profit margin would be offset by the significant initial capital investment and any agreement would need to be long enough for the city to realize a profit by the end of the contract. Mr. Pryzby noted a "torchlight" provision could be written into the agreement. He noted there is a lot of ground that needs to be covered between now and entering into any agreement.

David Voysey asked how many snow events were usual. Mr. Pryzby responded 10 to 12 events. Mr. Voysey noted this appears to be a significant burden on public works staff for a small profit. He would like to see a 35% profit margin.

Bill Griffith stated any private enterprise would go to Mission Hills public records for data to determine past costs. He would recommend as a condition of moving forward, the City ask for costs of every contract let and records of disbursements to that vendor and then factor in a profit margin. Mr. Griffith stated he is not opposed to providing the services, but feels it will take a tough contract written to protect the interests of the City.

Al Herrera does not favor entering into an agreement to provide services. He felt it would place more responsibility on staff and possibly impact the level of services provided to Prairie Village residents.

Charles Clark stated he would like to see it approached similar to the Mission Hills police contract with Mission Hills treated as an additional ward of the City with an annual fee collected and the City able to run the program to increase efficiencies of operation.

Laura Wassmer stated she is supportive of providing the services if it provides a significant revenue stream for Prairie Village.

Bob Pryzby noted the addition of six employees to public works would be the equivalent of a 1 mil increase. The addition of the employees and the additional trucks would be equivalent to a 2 mil increase.

Andrew Wang stated he is not against considering entering into an agreement to provide services but would like to approach Mission Hills with the realization that the quality of service is equivalent to the investment made. He does not feel the services should be provided on a fee for services basis as that does not allow the city to realize economies of scale. He supports further investigation and agrees with Mr. Griffith that a long termination notice period is essential.

Laura Wassmer expressed concern that the structure does not address staff requirements to attend additional meetings.

David Belz stated this is an attractive way to bring money into the City, but the City must realize a decent profit.

Wayne Vennard stated he does not like the proposed structure. He feels Mission Hills should provide the additional trucks and cover the costs for the additional employees. Ms Wassmer agreed Mission Hills should be responsible for paying for the trucks. Mr. Pryzby stated he does not want Mission Hills owning the trucks; however, they can pay for them.

Bob Pryzby restated the direction of the Council is for further discussion with Mission Hills regarding providing services under an agreement similar to the Public Safety agreement with a significant profit margin. Mr. Pryzby stated Mission Hills wants to begin this agreement this year. He does not feel this is possible.

Bill Griffith stated the trucks could be leased with people added to the payroll this fall. There are several ways it could be approached. He would not say it could not be done, but it is unlikely.

2008 Budget

Codes Administration This budget area reflects an increase of 6.8% with no significant changes proposed.

- Personnel costs are estimated to increase 9% due largely to the implementation of large "bring to minimum" salary adjustments for the Building Official and Building Inspector.
- Contractual Services is estimated to decrease by 14.5% due largely to the changes in the City's workers compensation program yielding lower premiums. \$700 has been added to the training budget for additional training for the code enforcement officer and Permit Technician Certification for one of the codes clerks.
- Commodities reflects a 13% (\$900) increase for hosting of a "Remodeling Seminar" for Prairie Village residents to encourage remodeling and upgrading of existing homes. This educational seminar for residents is a direct outgrowth of the Village Vision.
- Capital Expenditures include the replacement of one computer for \$1,200 and a copier shared by the Codes and Municipal Court staff for \$2,000.

Charles Clark asked how the recent revenue figures compared with other cities. Doug Luther responded the city's building permit fees are below the average charged in other cities. Fees are based on the cost of construction, so they do increase with inflation. Mr. Luther added that each city has a different method for determining permit and plan review fees.

Michael Kelly asked if a market rate could be determined that would include the time spent by codes staff as well as the construction costs. Laura Wassmer asked what the difference was between our fees and other cities. Mr. Luther responded he would need to research that and noted different cities base their charges differently. Overland Park permit fees are based on square footage, for example. He noted the proposed budget does not assume an increase in fees.

Ms Wassmer asked how much of the city's overhead is being recouped. Mr. Luther responded some, but not all personnel costs. It is not a true user fee which covers the city's costs. Ms Wassmer stated if there is room to increase these fees it should be considered.

Andrew Wang asked how fees were computed. Mr. Luther responded the City has three building related fees:

1. Flat fees for items such as roofs, decks, fences, signs, etc.
2. Major Construction projects are based on the value of construction - approximately .75 - 1.5% of construction cost
3. Plan Review fees for the Building Officials review of plans. This fee is \$20 for a residential project valued at less than \$140,000. This is an area where the city recoups a very small portion of costs.

These fees could be reviewed and adjusted in 2008. Mr. Luther stated any adjustment would not have a significant impact on city revenue.

Laura Wassmer stated she wants to make sure the city covers costs - increasing the cost of inflation does not match the increase in costs incurred by the city when personnel costs are considered.

City Clerk Department - This area reflects a 3.9% increase.

- Personnel reflects an increase of 4.4%
- Contract Services costs are estimated to increase by 6.1% or \$8,460 in 2008 based on significant changes in the following areas:
 - Election costs - The City will be responsible for conducting primary (if needed) and general elections city-wide. \$26,000 has been budgeted to cover the general election and primaries in two wards.
 - Equipment Maintenance - This area is expected to decline in 2008 due to the use of the paperless packet as copier maintenance fees are based on a per copy charge. It was noted not copying packets saves over 100,000 copies per year. A related reduction in office supply (paper costs) are also expected.
- Commodities reflects a 2.5% decrease

- Capital Equipment includes the scheduled replacement of one computer for \$1,200.

Solid Waste Management

This program is funded by special assessments. Mr. Luther noted the City is in a multi-year agreement with Deffenbaugh that includes a 4% cap on increase. This agreement will expire in 2009.

Bill Griffith confirmed the Index used in the agreement was proposed by Deffenbaugh

Municipal Justice - This area reflects an increase of 4% with the following significant changes:

- Personnel costs are up 1%. This reflects a salary increase to the municipal judges in early 2007 and merit pool for Court Staff. The increase is less than usual due to the restructuring of Court in late 2006 with the Deputy Court Administrator position replaced by a court clerk position at a lower rate of pay.
- Legal Fees have been increased by \$10,000 to reflect costs incurred for the City Prosecutor to represent the City in District Court on appeals.
- Jail Fees have increased by 7% or \$2,000 for a budget of \$32,000. This will cover the incarceration of persons for approximately 900 days, based on last year's figure of 830 days. It was noted the County has not yet set jail fees for 2008, so this amount may increase.
- Commodities reflect an increase of 5% or \$425 for increased printing cost for tickets and a new robe for one of the judges
- Capital Expenditures includes the scheduled replacement of one computer. The initial budget included a request for an additional counter computer, which was removed during the reduction of the budget.

Governance

Mayor and Council

This budget reflects an increase of 23% or \$28,647. Proposed changes in the budget are as follows:

- Personnel costs increased based on the new communications stipend being received by elected officials
- Contract Services reflects an increase of 17% or \$15,364 based on the following
 - Cost for consultant for nationwide search for Public Works Director - \$18,000
 - \$2,500 budgeted for consultant for Council Retreat removed as it will occur in 2007
 - \$2,000 for additional Ward meetings removed in budget reduction process
- Commodities reflects a 26% increase or \$8,950 with \$7,000 budgeted for a retirement event and normal inflation amounts for postage and other events

Management and Planning

This budget reflects a 10% decrease of normal operating costs or \$56,611 with a major portion of the decrease created by the \$500,000 reduction in the amount of Sales Tax Reserve budgeted for 2008. Other factors impacting the budget are:

- Personnel cost increase of \$3.6%
- Contractual Services reflects a major decrease of 32% caused by the change in the Sales Tax Reserve
- \$1,000 increase in training/conferences for the new City Administrator
- The initial budget reflected increased legal fees; however, this was reduced to the average amount spent during the past four years during the budget reduction process.

Bill Griffith confirmed the City would be receiving the full tax assessment for Brighton Gardens in 2007 since the TIF expired in 2005.

Adjournment

Council President Andrew Wang adjourned the meeting at 7:35 p.m.

Andrew Wang
Council President

**LETTER OF UNDERSTANDING
JOHNSON COUNTY UTILITY ASSISTANCE PROGRAM**

2007 PROGRAM YEAR

This Letter of Understanding is entered into by and between the Johnson County Department of Human Services & Aging and **The City of Prairie Village** for the administration of the **UTILITY ASSISTANCE PROGRAM** available to residents of the City.

The parties do mutually agree to as follows:

I. ELIGIBILITY

Human Services & Aging will determine eligibility using the following factors:

- A. Verify that the applicant is a resident of the City and that the name of the applicant, spouse or another adult living in the household is on the utility bill.
- B. Verify that the applicant's household has a gross income at or below the 200% of Poverty Guidelines as published in the Federal Register.
- C. Verify with the utility that, the client has made a self-payment on the utility bill within the previous three months.

II. BENEFIT & SERVICE PROVIDED

In providing utility assistance benefits to eligible City applicants, Human Services & Aging will:

- A. Determine the amount of payment to be made to the utility based on the amount of arrearage or the maximum benefit, whichever is lower.
- B. Each eligible household may receive the maximum benefit amount in a calendar year (based on eligibility and arrearage). Unless otherwise discussed and mutually agreed upon by a designated representative of the City and the County, the City portion of the assistance will be \$100. Johnson County will provide the difference (up to \$100) between the City's \$100 contribution and the family's maximum benefit (based on eligibility and arrearage). Benefit amounts are based upon funding available, up to a total of \$200.
- C. Process payments to the utility vendors through the county's accounting system.
- D. Provide energy conservation materials and referrals for other services to utility assistance clients.

- E. Provide the City with quarterly reports on the number of households served and funds expended.

III. CONSIDERATION

In consideration of the above provisions the City will contribute \$ 5,000 for the services listed in this Letter of Understanding for the **calendar year of 2007.**

At the end of the program year, any unobligated funds will be automatically transferred to the next program year or returned to the City upon request.

IV. SPECIAL PROVISIONS


- A. Any exceptions to the above procedures will be discussed, and mutually agreed upon by a designated representative of the City and the County.
- B. The benefit amount to City residents will be reduced by 50%, when either City or County funds have been exhausted.
- C. This Letter of Understanding may be terminated by either party upon thirty days written notice.

Executed in duplicate and on the date listed below.

The City of Prairie Village, KANSAS

Johnson County Human Services & Aging

Signature Ronald L. Shaffer



Deborah Collins
Director, Human Services & Aging

Mayor, City of Prairie Village

Title

June 18, 2007

Date

ACTION REQUESTED
06/18/2007

From Council Committee of the Whole - Andrew Wang

COU2007-38 Consider "MXD" Planned Mixed Use District Amendment

ADOPT ORDINANCE 2147 AMENDING TITLE 19 OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "ZONING REGULATIONS" BY ADOPTING A NEW CHAPTER 19.23 ENTITLED "MXD" PLANNED MIXED USE DISTRICT"

MAYOR'S ANNOUNCEMENTS

Monday, June 18, 2007

Committee meetings scheduled for the next two weeks include:

Prairie Village Arts Council	06/18/2007	7:00 p.m.
Budget Work Session	06/25/2007	6:00 p.m.
Environmental Recycle Committee	06/27/2007	7:00 p.m.
VillageFest Committee	06/28/2007	7:00 p.m.
Council Committee of the Whole	07/02/2007	6:00 p.m.
Council	07/02/2007	7:30 p.m.

The Prairie Village Arts Council is pleased to feature a watercolors exhibit by Jack O'Hara in the R.G. Endres Gallery during the month of June.

The City Offices will be closed July 4th to observe the Independence Day holiday. Deffenbaugh also observes this holiday and trash pick-up will be delayed one day.

June 19 - Dive Team Meet - Slides and Diving well close at 5:00 p.m.

June 22 - Moonlight Swim - Pool complex remains open until 10:00 p.m.

June 28 - Swim Team Meet - Pool complex closes at 5:00 p.m.

July 3 - Dive Team Meet - Slides and Diving well close at 5:00 p.m.

July 4 - VillageFest 2007 - Free swim for all Prairie Village residents - Pool complex closes at 6:00 p.m.

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

INFORMATIONAL ITEMS
June 18, 2007

1. City Administrator's Report - June 14, 2007
2. Council Committee of the Whole Minutes - June 11, 2007
3. Planning Commission Minutes - May 1, 2007
4. Planning Commission Actions - June 5, 2007
5. Community Center Study Committee Minutes - June 5, 2007
6. Letter from Kansas City Metropolitan Crime Commission
7. Letter from University of Kansas Medical Center
8. Prairie Village Employee Noteworthy
9. Mark Your Calendars
10. Committee Agenda

CITY ADMINISTRATOR'S REPORT June 14, 2007

Earlier this week staff was asked to provide a current financial report and monthly reports on Fund Balance. The most current report we have is for the first quarter of this year. This is an accounting statement which lists assets, liabilities and Fund Balance for each Fund followed by a column with a combining total.

Funds are used in accounting reports to separate and identify revenue and expenditures restricted for specific purposes. Fund accounting is the control structure used to insure public moneys are used for approved purposes and within amounts authorized by the governing body. When we prepare the Annual Budget and budget reports, we combine the Funds showing only one total rather than several columns of Fund information. The combined method of presenting expenditures and revenues creates a more "reader-friendly" document for the Council and the general public.

Balance Sheet showing all funds as of April 30, 2007

The first attachment is a balance sheet dated April 30, 2007. It is an accounting statement listing the assets, liabilities and Fund Balance in each accounting Fund. Funds used in Prairie Village (listed across the top of the statement) are:

- General Fund – revenue can be used for any general purpose approved by the City Council
- Solid Waste Management Fund – revenues can be used only to support city-wide collection of solid waste and recycling
- Special Highway – revenue can be used only for maintenance of streets. Prairie Village Council policy is to use these funds for the major street maintenance program in the Capital Projects Fund.
- Special Parks and Recreation – revenue can be used only for park maintenance or programs. Prairie Village Council policy is to use these Funds for major improvement projects in the City's Parks.
- Special Alcohol – revenue can be used only for programs and facilities which provide services for treatment, prevention or education related to alcohol addiction. Prairie Village Council policy is to use these funds to support the D.A.R.E program and services recommended by United Community Service Alcoholism Council
- Bond and Interest – revenue can only be used to pay debt service on the City's debt.

Capital Projects – this Fund's main source of revenue is transfers from the General, Special Highway and Special Parks Funds for infrastructure improvements and park improvements.

The last column on the right side of this statement combines accounting data from all Funds. These are the numbers normally used in budgets and budget reports.

Total Fund Balance at the end of the first quarter of 2007 was \$14.2 million, Cash balance in all Funds was \$14.1 million. Cash and Total Fund Balance totals are normally high at this time of year because Property Tax revenue of \$2.6 million (58% of the total tax levied) received in January and Fund Balance from the previous year are not spent until later in the year.

Total Reserved Fund Balance of \$10.6 million is reserved for :	
Encumbrances (primarily for capital projects)	\$ 9.0 million
School Sales tax	1.6 million
Total Unreserved Fund Balance is	<u>3.6 million</u>
Total Fund Balance all Funds 4/30/2007	<u>\$ 14.2 million</u>

Combined Statement of Revenue, Expenditures and Changes in Fund Balance – All Funds as of April 30, 2007

This statement is also prepared in Fund format. It illustrates which Funds are credited with each revenue source and which Funds are charged for expenditures at the departmental unit level. For example:

Property taxes are recorded in the General and Debt Service Funds based on the mill rate applied to each. In 2007 revenue from 14.5 mills is allocated to the General Fund, revenue from 1.7 mills is credited to the Debt Service Fund. In a combined statement only the total amount is shown for Property Tax revenue.

Most expenditures in the Public Safety departmental unit are charged to the General Fund. Costs of the D.A.R.E. program are charged to the Special Alcohol Fund and costs for interest on debt service for the Police building are charged against the Debt Service Fund.

The last column on the right side of this statement includes combined fund totals for each major revenue source and expenditures for each departmental unit in the format used for the Annual Budget.

Because this statement is prepared on a Budget Basis, only Unreserved Fund Balance is shown. Total Beginning Unreserved Fund Balance of \$9.6 million is reduced to \$3.6 million when revenue is added and expenditures plus

encumbrances are deducted. This is illustrated below as it appears in the statement.

Unreserved Fund Balance 1/1/07 *	\$9,682,872
Revenue and Transfers	+6,251,790
Expenditures , Encumbrances and Transfers	-12,335,259
Adjustments	<u>+ 1,867</u>
Unreserved Fund Balance 4/30/07	<u>\$ 3,601,270</u>

Keep in mind, this 4/30/07 Fund Balance reflects the effect of revenue and expense on Fund Balance for the first four months of 2007. Revenue received as of 4/3/2007 was \$6.2 million, the Budget assumes total revenue for the year of \$19.9 million, 30% was received during the first quarter. Expenditures are budgeted to be \$22 million at yearend, \$12.3 million (56%) had been spent or encumbered by 4/30/2007 which makes the Fund Balance low at this time of the year.

This seasonal variation in revenue and expenditures is the major reason staff uses yearend numbers for budgeting and for projections. It is also the reason we hesitate to provide monthly financial reports without lengthy explanations.

Fund Balance annual increases/decreases

There is a perception that Fund Balance increases every year – that is not the case. During the past eleven years revenue exceeded expenditures five times, expenditures exceeded revenue six times.

Fund Balance total for all Funds changes from year to year for a variety of reasons. For example, major projects budgeted in one year may be postponed making it appear the Fund Balance increased that year. When the project is completed the following year, Fund Balance declines. According to the Annual Report for 1996, Fund Balance at the beginning of the year was \$8.4 million. The un-audited Fund Balance at yearend 2006 was \$9.2 million. During that eleven year period Total Fund Balance increased less than \$1 million.

Also during that eleven year period the Council received School Sales Tax revenue of close to \$1.9 million which was been spent or pledged for a specific purpose – economic development. The Fund Balance is higher than it was in 1996 but, because the Council adopted a policy of designating that money for a specific purpose, available Fund Balance actually decreased.

12/31/1995 Total Fund Balance **	\$8.4 million
Less Reserves for Capital Projects	<u>-2.5</u>
Fund Balance available (Unreserved)	<u>\$5.9 million</u>
12/31/2006 Total Fund Balance **	\$9.2 million
Less Reserve for Economic Development	-1.6
Less Reserves for Capital Projects	<u>-2.0</u>
Fund Balance available (Unreserved)	<u>\$5.6</u>

For several years, staff has warned that annual expenditure increases often exceed revenue increases indicating new revenue sources will be needed if current and improved service levels are continued. One of the new revenue sources recommended was the sales tax because almost every other city in Johnson County has taken advantage of that option and Highwoods officials encouraged its use as a new revenue source for Prairie Village. Staff also said, because sales tax increases require voter approval, Fund Balance in the General Fund should be lower before the question is put to voters. A low Fund Balance and increasing cost of services will make it clear to voters that a new revenue source is needed. This was meant to be a “packaged” recommendation, reduce Fund Balance realizing additional revenue will eventually be required to continue current and increasing levels of service.

*Source: - Audit

** Source - Annual Report using unaudited figures

BALANCE SHEET
APRIL 30, 2007

	General	Solid Waste Management	Special Highway	Special Parks & Recreation	Special Alcohol	Bond & Interest	Capital Projects	Total
ASSETS								
<u>Pooled Cash & Investments</u>								
Cash								
General Operating	\$209,283.17	\$0.00		\$0.00	\$0.00		\$0.00	\$209,283.17
Payroll	\$375.79							\$375.79
Gift Card Clearing	\$5,064.49							\$5,064.49
Petty Cash	\$1,150.00							\$1,150.00
Money Market	\$0.00							\$0.00
Treasury Notes	\$0.00							\$0.00
Certificates of Deposit	\$8,417,954.07						\$2,582,045.93	\$11,000,000.00
Municipal Investment Pool	\$1,980,285.13	\$552,074.53	\$17,656.36	\$40,060.64	\$10,486.16	\$293,758.02	\$0.00	\$2,894,320.84
Total Pooled Cash & Investments	\$10,614,112.65	\$552,074.53	\$17,656.36	\$40,060.64	\$10,486.16	\$293,758.02	\$2,582,045.93	\$14,110,194.29
<u>Accounts Receivable</u>								
Property Taxes	\$1,674,934.75	\$1,216,729.88				\$193,859.98		\$3,085,524.61
Interest on Investments	\$237,392.92							\$237,392.92
Other Receivables	\$216,385.05							\$216,385.05
Due from Other Governments	\$663,767.67		\$0.00				\$1,264,537.49	\$1,928,305.16
Due from Other Funds							\$0.00	\$0.00
Total Accounts Receivable	\$2,792,480.39	\$1,216,729.88	\$0.00	\$0.00	\$0.00	\$193,859.98	\$1,264,537.49	\$5,467,607.74
<u>Prepaid Expenditures</u>								
	(\$2,926.60)				(\$798.56)			(\$3,725.16)
<u>Restricted Assets</u>								
	\$68,683.97							\$68,683.97
TOTAL ASSETS	\$13,472,350.41	\$1,768,804.41	\$17,656.36	\$40,060.64	\$9,687.60	\$487,618.00	\$3,846,583.42	\$19,642,760.84
LIABILITIES								
Accounts Payable & Other Liabilities	\$160,683.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160,683.46
Compensated Absences	\$5,396.97	\$0.00			\$0.00			\$5,396.97
Payable from Restricted Assets	\$68,683.98							\$68,683.98
Deferred Revenue	\$2,512,681.22	\$1,215,211.88				\$193,982.98	\$1,203,160.34	\$5,125,036.42
TOTAL LIABILITIES	\$2,747,445.63	\$1,215,211.88	\$0.00	\$0.00	\$0.00	\$193,982.98	\$1,203,160.34	\$5,359,800.83
FUND BALANCE								
<u>Reserved Fund Balance</u>								
Reserve for Current Year Encumbrances	\$617,239.55	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,708,246.55	\$8,325,486.10
Reserve for Prior Year Encumbrances	\$70,038.51						\$674,908.12	\$744,946.63
Reserve for Johnson County School Sales Tax	\$1,611,257.80							\$1,611,257.80
Reserve for Incomplete Capital Projects							\$0.00	\$0.00
Total Reserved Fund Balance	\$2,298,535.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,383,154.67	\$10,681,690.53
<u>Unreserved Fund Balance</u>								
1/1/07 Unreserved Fund Balance	\$ 7,422,945.09	\$144,861.01	\$17,570.59	\$40,060.64	\$30,568.10	\$48,310.31	\$1,978,556.06	\$9,682,871.80
Prior Period Adjustment	\$0.00							\$0.00
Prior Year Encumbrances Written Off	\$ 255.35						\$ 74,301.77	\$74,557.12
YTD Revenues	\$5,105,599.96	\$722,865.32	\$85.77	\$18,201.54	\$18,201.54	\$295,255.96	\$91,579.77	\$6,251,789.86
YTD Expenditures/Encumbrances	(\$4,029,741.35)	(\$314,133.80)	\$0.00	(\$18,201.54)	(\$39,082.04)	(\$49,931.25)	(\$7,884,169.19)	(\$12,335,259.17)
Amount Reserved - Current Year	(\$72,690.14)							(\$72,690.14)
Total Unreserved Fund Balance	\$ 8,426,368.91	\$553,592.53	\$17,656.36	\$40,060.64	\$9,687.60	\$293,635.02	(\$5,739,731.59)	\$3,601,269.47
TOTAL FUND BALANCE	\$10,724,904.77	\$553,592.53	\$17,656.36	\$40,060.64	\$9,687.60	\$293,635.02	\$2,643,423.08	\$14,282,960.00
TOTAL LIABILITIES & FUND BALANCE	\$13,472,350.41	\$1,768,804.41	\$17,656.36	\$40,060.64	\$9,687.60	\$487,618.00	\$3,846,583.42	\$19,642,760.83



CITY OF PRAIRIE VILLAGE
COMBINED STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE - ALL FUNDS
APRIL 30, 2007

REVENUES	GENERAL FUND	SOLID WASTE MGMT.	SPECIAL HIGHWAY	SPECIAL PARKS RECREATION	SPECIAL ALCOHOL FUNDS	DEBT SERVICE	CAPITAL PROJECTS	TOTALS
Taxes:								
Property	\$ 2,344,056	\$ -	\$ -	\$ -	\$ -	\$ 273,487	\$ -	\$ 2,617,543
Sales	650,783							650,783
Use	143,379							143,379
Franchise Fees	593,248							593,248
Licenses & Permits	108,702							108,702
Intergovernmental	521,881		-	18,202	18,202	16,991	73,378	648,653
Charges for Services	101,034	707,915						808,949
Fines & Forfeits	376,460							376,460
Recreational Fees	27,944							27,944
Interest	212,045	14,951	86			4,779		231,860
Other	26,068							26,068
Total Revenue	5,105,600	722,865	86	18,202	18,202	295,256	73,378	6,272,395
Transfers From Other Funds							18,202	18,202
Total Revenue & Transfers	5,105,600	722,865	86	18,202	18,202	295,256	91,580	6,251,790
EXPENDITURES								
City Governance	194,215							194,215
Public Works	1,736,812						7,832,327	9,568,940
Public Safety	1,573,271				24,082	15,248		1,612,600
Municipal Justice	110,235							110,235
Administrative Services	334,501	314,134						648,635
Parks & Community Programs	80,907				15,000	34,684	51,842	182,432
Total Expenditures	4,029,741	314,134	-	-	39,082	49,931	7,884,169	12,317,058
Transfer to Other Funds	-			18,202				18,202
Total Expenditures & Transfers	4,029,741	314,134	-	18,202	39,082	49,931	7,884,169	12,335,259
Revenue/Transfers Over (Under) Expenditures/Transfers	1,075,859	408,732	86	-	(20,881)	245,325	(7,792,589)	(6,083,469)
Unreserved Fund Balance - 1/1/07	7,422,945	144,861	17,571	40,061	30,568	48,310	1,978,556	9,682,872
2007 Fund Balances Reserved	(72,690)						-	(72,690)
PY POs closed less than balance	255						74,302	74,557
Fund Balance (Budget Basis)	\$ 8,426,369	\$ 553,593	\$ 17,656	\$ 40,061	\$ 9,688	\$ 293,635	\$ (5,739,732)	\$ 3,601,269

COUNCIL COMMITTEE OF THE WHOLE
June 11, 2007

The Council Committee of the Whole met in a budget work session on Monday, June 11, 2007 at 6:00 p.m. The meeting was called to order by Former Council President David Belz with the following members present: Mayor Shaffer, Al Herrera, Ruth Hopkins, David Voysey, Michael Kelly, Charles Clark, Wayne Vennard and Diana Ewy Sharp. Staff members present: Barbara Vernon, City Administrator; Capt. John Walter, Acting Chief of Police, Bob Pryzby, Director of Public Works; Doug Luther, Assistant City Administrator; Captain Wes Jordan and Joyce Hagen Mundy, City Clerk.

Community Programs, Parks and Recreation

This program area includes all civic type programs addressing "quality of life" issues. The Community Programs include the Large Item Pick-up, Villagefest, Home Repair Program, Community Center, Sister Cities, Arts Council, UCS, Recycling and alcohol prevention programs. The personnel costs represent a portion of a number of staff salaries. Increases in program funding are being requested by Villagefest (\$1,000), Arts Council (\$5,500) and Environment/Recycle Committee (\$5,000). This program area also includes a 44% increase in capital expenditures for park improvements (\$63,000) presented with 2008 Infrastructure Program.

Mrs. Vernon noted this is the 11th year for the Villagefest celebration, which continues to growth in size and participation. With the exception of last year's 10th anniversary celebration, the budget for this has remained the same.

David Voysey stated he would like to defer the proposed new park signs for another year. He noted the removal of the park signs and the park master plan would balance this budget. Diana Ewy Sharp noted the park signs were suggested by the City Council, not the Park Committee. She does not support the removal of the park master plan, noting one has not been done for more than ten years.

Doug Luther presented the two requests for increases from the environment/recycle committee and the Arts Council. The environment/recycle committee is seeking \$5,000 in funding to provide an electronics recycling event in 2008. The committee's annual budget since 1996 of \$3,000 is focused primarily on two events: the annual Earth Fair celebration and a Community Forum on environmental issues.

Environment/Recycle Committee Request

The event would provide a single location for residents to bring unused or outdated electronics, where they would be sorted, packaged and prepared for transport to recycling facilities. Residents would pay a fee for this service to

cover the recycling fees. The City expense would be for publicity, volunteer support, equipment rental, Public Works personnel to operate a forklift and other supplies to prepare the items for transport to the recycling facility. The City would also subsidize a portion of the recycling fee to encourage participation. He said this has been the process used by other communities in the e-recycling events. Based on the experience of other cities that have conducted similar events, the City's cost to host this event would be \$5,000. Mr. Luther stated the City of Mission Hills has expressed an interest in co-sponsoring this event.

Mayor Shaffer asked if Deffenbaugh currently would pick up a computer monitor. Mr. Luther responded they do with the units being dumped in landfill.

David Belz asked if this was being looked at as an annual event. Mr. Luther responded that has not been discussed. But, if it is successful, the committee would likely seek to continue the program.

Al Herrera asked if the cost would be \$5,000 regardless of the level of participation. Mr. Luther responded there are some fixed costs with other costs varying based on the participation.

David Voysey asked if the County Environmental Department provided this service. Mr. Luther responded they do not currently, but are hoping to start a program. David Belz confirmed there are other agencies that do provide this for service. Mr. Luther stated part of the committee's objective would be to educate the public and create awareness of these services.

Ruth Hopkins stated both the MARC and Johnson County Solid Waste Committees have been discussing this issue and see it as a high priority. Electronics should not be disposed of in landfill. She feels this is a great idea, but is not sure she can support the expenditure of \$5,000 of city funds for the proposed program. Michael Kelly agrees it is a good idea, but feels it can be addressed by promoting and educating the public on availability of these services. David Belz stated recycle.com lists sites available for this and other recycling. He feels the committee needs to educate the public on where materials could be taken so there is not an annual need for such an event.

Wayne Vennard stated the cost is minimal for this service and noted the success of similar programs in other cities.

Prairie Village Arts Council Requests

The Arts Council is requesting an increase of \$5,500 to their \$8,000 budget for additional support of two projects. First, they are requesting an additional \$1,000 for support of the Prairie Village Art Fair. They now spend \$2,000 of their budget on this event and would like to help expand the event with more financial support, which would probably go towards funding additional music in the evening. Mr. Luther advised the Council the Art Fair is now ranked as one of the top 100 art fairs in the country.

Diana Ewy Sharp stated the art fair is an ultimate expression of community and supports the expenditure of additional funds to support this event.

In February, 2007, the City Council approved a proposal by the Arts Council to sponsor a juried art exhibition during October. The budget approved for the event was \$6,500 with anticipated revenue from the show of \$4,500. The Arts Council would like to make this an annual event and are requesting \$4,500 be included in the 2008 budget

Park & Recreation Programs

Barbara Vernon stated revenue covers approximately 50% of the operational costs of these programs. The fees are recommended by the Park Committee and approved by the City Council. Fees are set for the Concession Area in an attempt to breakeven. She noted the program incurred a loss in concessions last year and staff is focusing on providing more training and guidance to the 15-year olds who staff the area. There are no major increases in this program with an overall proposed increase of 2%. Impacting that increase is an additional \$10,000 for pool painting and maintenance costs and the purchase of 15 additional lounge chairs for \$1,200 requested by the Park Committee. Council expects this budget to be recovered by entrance fees and sponsorships.

Wayne Vennard asked the amount of the shortage in the food service program. Mrs. Vernon responded it was approximately \$3,000 over the length of the season.

Andrew Wang arrived and took over as chair of the meeting.

Finance Report

At the request of City Council, the Finance Committee did an analysis of future revenue streams and expenditures. The committee evaluated two current revenue flows (property tax and sales tax), and one policy change (fund balance), one new inflow possibility (benefit district) one tactical consideration (aggressively handling tax abatement requests) and one balance sheet consideration (bonding). An analysis of revenue history between 1996 and 2006 showed revenue to be increasing at a decreasing rate. The rate of change between 96-06 was 3.5%; however, the change between 03-06 is only 2.4%.

Mr. Voysey reviewed a chart of contingency fund expenditures between 2005 and 2008. During that time period, \$771,515 was expended. However only two of those projects (creation of traffic unit for \$254,912 and school zones for \$134,100) were large expenditures. This demonstrates the impact several small projects can have on the overall balance and urged Council members to remember that when faced with a contingency fund request.

Property Tax

David Voysey stated that since 86% of the city is residential a change in property tax would have the greatest impact. The current mill rate is set at 16.30 mills

creating an estimated revenue stream of \$4,600,000 or roughly 24% of the city's income. It is estimated that a one mill increase in the rate will add \$285,000 to the revenue collected with two mills adding \$570,000. Mr. Voysey noted increases in market valuations of property also result in increases in revenue. This makes encouraging home owners to invest in and maintain their homes as well as the encouragement of redeveloping property very important. He noted commercial property is assessed at a rate nearly double that of residential property. A change to the Ad Valorem Tax, would require the council establishing and approving a budget reflecting this. It does not require the approval of the residents.

Fund Balance Policy

David Voysey noted another way for the City to have access to more revenue is to change the Council's policy on the level of fund balance the City maintains. Currently the City maintains 20% of budgeted revenue as a reserve. In 2003, a long-range financial planning committee recommended this be changed to 18%. By establishing a policy of 18%, the council would free up an estimated \$400,000 for other uses. Mr. Voysey also reviewed projections with an emergency reserve of fifteen and ten percent. A majority vote by the Council is needed to pass a new fund balance policy.

Sales Tax

Sales tax consists of three parts. The first, County Sales tax, is allocated on the basis of the City's population and tax levy in relation to the rest of the county. As Johnson County continues to grow in population, Prairie Village continues to be a smaller piece and receive fewer funds. From 1996 to 2003, the average per annum growth was only 1%.

The second piece of the sales tax equation is the School Sales Tax which is scheduled to sunset in 2008. By Council Policy, this source of funds is set aside for economic development.

The third is local sales tax, which is a 1 cent sales tax assessed to all retail commerce conducted in the City. Estimated 2008 revenue from this source is \$2,000,000. Since 1967, the revenue source has grown at a rate of .67%. A quarter cent sales tax increase would result in a half million of additional revenue to our bottom line with a half cent increase resulting in a one million dollar increase. Most cities in Johnson County have adopted this sales tax increase.

David Voysey reviewed the pros and cons for this action and stated to increase the local sales tax requires approval of the residents and a special purpose must be designated for the additional funds.

Benefit District

Benefit Districts are used by cities to finance improvements to be paid for in whole or in part by the property within the district that will benefit by the improvement. A new city-wide benefit district could be established as a storm

drainage assessment line item on every property owner's tax bill, including not-for-profit organizations. The fee could be based on the level of impervious surface on every property in the City. **A Council vote is required on an ordinance to establish benefit districts.**

Redevelopment Considerations

David Voysey noted that redevelopment usually involves some sort of tax abatement and expressed concern with the potential decade needed to break-even. The committee recommends the Council proceed cautiously with requests and take the time to become educated on the options available. The committee would recommend avoiding TIF altogether, or at least have a reasonable expiration time line and not enter into a contract placing positive cash flows a decade out. Barbara Vernon stated the City's Financial Advisor, Gary Anderson, has been asked to conduct an educational session at the next council committee meeting.

Bonding

The City has the right to borrow money for project or general use. The city's current indebtedness is \$2,135,000 with an annual service level of approximately \$500,000 which is scheduled to expire in 2014. Mr. Voysey noted recent changes in state statutes would allow Prairie Village to issue bonds without voter approval for storm drainage improvements. Although bonding will infuse cash into the system, there is an annual expense associated. This is potentially trading dollars today for increased cash outflows tomorrow.

Recommendation

The Committee feels that if the Council adds two mills to the 2008 budget and reduces fund balance to 18%, an estimated \$970,000 will be added to the budget. Mr. Voysey noted this will in no way offset the current deficit of \$3,000,000. Attempts to balance the budget should be made on both revenue and expenditure sides. The City cannot just raise tax rates; it must also control operating expenses and spend time finding more economic ways to meet the needs of the community.

Chairman Andrew Wang thanked Mr. Voysey for his presentation and opened the meeting for discussion.

Charles Clark confirmed in raising the mill rate, the Council simply sets the amount of funds needed and the County will set the appropriate mill rate based on assessed values of property within the City.

David Belz asked if benefit districts had to be limited to storm drainage projects. Mrs. Vernon responded they have to be designated for a specific use and adopted by ordinance. Mr. Belz stated he finds bonding to be equivalent to using a credit card, buying something now and paying it off later. He is also concerned with the City becoming too comfortable with bonding. Mr. Voysey stated most cities used bonding on projects which create revenue.

Michael Kelly stated the City can not continue to spend until it is out of money and asked if in former budget processes items were removed. Council members responded YES.

Charles Clark stated he could see Special Benefit Districts being set by the Council including both future annual maintenance costs for storm drainage as well as projects noting the advantage of having all properties in the city assessed.

David Voysey noted there are limitations to what can be done. The maintenance of housing stock and property values must remain a priority as this is the source of 24% of the city's revenue. The Council must be fiscally responsible, revenues are not meeting city expenditures.

Ruth Hopkins asked if the committee considered privatization or outsourcing. She has heard interest expressed in the City of Mission using the Prairie Village pools. Mr. Voysey responded the committee was only directed to look into revenue sources, but it could explore other options. Mrs. Hopkins stated a concern with outsourcing is a decrease in the level of services which she does not want to see happen but feels this needs to be explored in the long-term. Mr. Voysey noted one of the items discussed in committee was the possible leasing of vehicles.

Diana Ewy Sharp stated she is struggling to understand the concerns being expressed while the reported fund balance remains high and has historically grown over the past ten years. She asked for the current fund balance. Mrs. Vernon responded it is approximately \$7.7 million without sales tax.

Andrew Wang asked David Voysey to review the fund balance progression of the past three year's as presented during the consideration of the project on Delmar

David reviewed the figures presented by the Finance Director on May 14th, explaining the movement of the fund balance over the past three years taking into account designated or unavailable funds. The fund balance has continued to increase historically with the City spending 96% to 98% of its budget each year, but the reserve required, which is based on a percentage of expenditures, has also risen.

The 2006 year end fund balance was as follows:

Total Operating Fund Balance	9,242,884
Jo. Co. School Sales Tax Balance	<u>(1,538,568)</u>
Net Operating Fund Balance (Unreserved)	7,704,316
20% Fund Balance to be maintained	<u>(3,421,198)</u>
Resulting in Unallocated Fund Balance	\$4,283,118
2007 Year-end Projections	
Total Operating Fund Balance	8,472,189

Jo. Co. School Sales Tax Balance	<u>(1,838,568)</u>
Net Operating Fund Balance (Unreserved)	6,633,621
20% Fund Balance to be maintained	<u>(3,973,170)</u>
Resulting in Unallocated Fund Balance	2,660,451

2008 Year-end Projections based on adoption of proposed budget:

Total Operating Fund Balance	6,200,555
Jo. Co. School Sales Tax Balance	<u>(1,338,568)</u>
Net Operating Fund Balance (Unreserved)	4,861,987
20% Fund Balance to be maintained	<u>(4,295,577)</u>
Resulting in Unallocated Fund Balance	\$ 566,410

Barbara Vernon noted the fund balance gives the appearance of growth when designated funds and reserves from uncompleted projects are not reflected in the figures.

Wayne Vennard asked if it would be possible to get a monthly report on fund balance. Charles Clark noted if the City departs from what is planned in the 2007 budget, the number reflected will not be real.

Andrew Wang asked what the difference is between the past two years and historically. Barbara Vernon responded prior to 2006 the City was operating on relatively balanced budgets. The 2006 and 2007 budgets reflected a deficit and it is estimated that 2008 will also have a deficit. Past balanced budgets led to modest growth in the fund balance.

David Voysey noted expenditures in 2006 were \$16 million with an estimate \$22 million in 2007. David Belz asked how much the mill levy increased in 2003. Mrs. Vernon responded 2.6 mills.

David Voysey stated the City could maintain a minimum fund balance of five percent, but noted the city has committed to an exceptional level of services for residents and needs to be prepared to continue that in good times and bad. If the city remains with an 18 or 20% fund balance, then the City needs to find a way to work above that reserve level.

Al Herrera noted the 2003 discussion of fund balance level occurred after a significant ice storm and the Council felt the city needed to maintain a reserve to cover such events. Barbara Vernon added in 2004, the city lost \$700,000 when the state decided to stop funding demand transfers. It is necessary to maintain a healthy Fund Balance to cover revenue losses.

Charles Clark noted the 18% recommendation is not written in stone. The Council could decide to lower it to 15%.

Diana Ewy Sharp requested a current financial report at the next Council meeting. Doug Luther asked for clarification in what information she wanted. Al

Herrera stated he felt the Council had all the numbers it needed and did not support asking staff to do yet another financial report. He feels it goes back to the City having the second lowest mill levy in the area, yet still providing an exceptional level of services to residents.

Mrs. Ewy Sharp stated she would like to see the latest financial report. Doug Luther reviewed the financial information presented in the handout designating allocated funds and unallocated funds in the fund balance totals. He noted all the figures after 2006 are assumptions by staff.

David Belz stated he attended a seminar on fund balances during a conference and stated there is no recommended level for fund balance, it is whatever makes the Council comfortable. It is flexible. The Council needs to set that number and when it is reached have pre-determined actions to be taken whether they be to increase taxes, decrease spending, etc.

Doug Luther noted the Council could adopt the 2008 budget as presented and still maintain a 15% fund balance reserve.

Diana Ewy Sharp stated she still wanted to see a financial report of all funds with revenue funds, designated and undesignated and the general fund. Barbara Vernon stated the 2007 first quarter report is available. Andrew Wang stated he and Mrs. Ewy Sharp would meet with staff after the meeting to clarify what additional financial information is needed.

Fountain at 69th & El Monte

David Belz asked for a report on the condition of the fountain at 69th and El Monte. Bob Pryzby stated the fountain is not in any program for repair. It is owned by the homes association. They do not have the funds to repair it and have asked the City to fix it. Mr. Pryzby stated he told them he would if they would give the statue to the City. They voted to give the statue to the City on the condition that it is reactivated. A cost estimate of \$30,000 was received four years ago for repair. The homes association has not committed any funds toward the repair of the fountain.

Ruth Hopkins stated she has attended meetings of this homes association and she does not think they truly realize what costs are involved.

David Belz asked if the City would be setting a precedent by taking over the statue. Mr. Pryzby stated there are only two other statues (71st & Cherokee and 87th Circle, whose ownership is unknown) in the City owned by homes associations, although many homes associations think they own the islands and the statues. Mr. Belz stated that he sees the maintenance of these as essential in keeping up property values. If they go into disrepair, they become a major eyesore and have negative impact on neighborhoods.

David Belz moved the City Council return to the 2008 budget \$30,000 in funding for the repair of the statue at 69th and El Monte. The motion was seconded by Michael Kelly.

Al Herrera feels the City has a vested interest in the maintenance of these statues. Diana Ewy Sharp stated she would support the motion if adding these funds back into the budget did not result in the removal of the park master plan. She feels the park master plan is a higher priority.

Ruth Hopkins expressed concern on the condition of all the statues in the City. She recommended the Arts Council become actively involved in saving these statues. She can see holding a very successful "Save the Statues" fundraiser. Michael Kelly added this is perhaps something the homes association committee could become involved in. Diane Ewy Sharp felt that eventually the City would need to add a line item in the budget for statue maintenance as they don't clearly fall under park and recreation or arts council budgets.

Andrew Wang stated he was not comfortable with doing piecemeal additions to the budget. With no further discussion, the motion was voted on and passed by a vote of 8 to 1 with Wang voting "nay".

Accounting & Budget Software

David Voysey stated at some point in time he would like to address the budget software that was proposed. He feels it would be very helpful in getting the information and analysis that has been requested this evening. Doug Luther confirmed the software would greatly simplify the staff's ability to get projections and do analysis as it would tie directly into the accounting system giving complete and accurate data.

David Voysey moved that \$130,000 be added to the 2008 budget for the purchase of the proposed financial/accounting software program for budgeting. The motion was seconded by Charles Clark.

Diana Ewy Sharp asked what would be removed to have funding to add this back into the budget. Charles Clark responded by cutting the reserve level and increasing the mill levy funds would be available. The motion was voted on and passed unanimously.

Capital Infrastructure

Charles Clark stated he is confident the recommended changes will result in a minimum of \$1 million dollars being available for the 2008 budget and therefore moved to return to the 2008 Capital Improvement Program the following:

2008 Drainage Repair Program	\$747,000
2009 Drainage Repair Program	\$ 94,000
Private Water Discharge Program	\$ 50,000
Traffic Calming Program	\$ 40,000

for a total of approximately \$900,000. The motion was seconded by Wayne Vennard.

Michael Kelly stated he felt 2007 traffic calming funds would rollover into 2008. David Voysey stated that would be the case if they remained unused and asked what Mr. Pryzby anticipated. Mr. Pryzby responded that he is working with four neighborhoods, but none are ready to request funds at this point in time. David Belz asked if he anticipated an additional \$40,000 in funds would be needed in 2008.

Bob Pryzby stated these are grassroots neighborhood committees. The first committee has taken over a year discussing options and he has no estimate of what costs will be involved in their solution. The second committee could be ready to request funds by the end of the year. He stated \$40,000 is not a large sum of money and will not go far.

Charles Clark noted these are new initiatives by the City and he does not want to see them cut. The drainage programs are a continuation of work already begun. Diana Ewy Sharp confirmed there was work needing to be done under both of these programs.

David Belz asked what the outcome of restoring these items to budget was. Doug Luther stated the items already approved to be returned and the proposed motion would increase expenditures by \$1,090,000. Charles Clark noted the actions are restoring only one million of three million cut.

Diana Ewy Sharp stated she felt the Council was going backwards by restoring items before making a decision that the proposed items in the budget are ok. Nothing has been cut from a budget that already exceeds revenue.

Michael Kelly stated he is not in a position to vote at this time and moved to continue this item to the June 25th meeting of the Council. The motion to continue was seconded by David Voysey.

Diana Ewy Sharp noted that even if they were returned at this meeting, they would later be removed. Charles Clark stated these are key city programs that have been cut from the budget and should be returned.

The motion to table was voted on and failed by a vote of 2 to 7.

The original motion returning \$900,000 to the Capital Improvement Program was voted on and passed by a vote of 6 to three with Voysey, Kelly and Wang voting "nay".

Diana Ewy Sharp stated she would like to discuss if another million dollars was needed for economic development. Michael Kelly noted the neighborhood revitalization committee may be requesting funding from these funds. Mayor

Shaffer reminded the Council Somerset School is becoming vacant and the City has first right of refusal.

Andrew Wang asked Mrs. Vernon to review upcoming meeting schedules. Mrs. Vernon responded the June 18th council committee agenda will include discussion of the "MXD" Planned District ordinance and a presentation by Gary Anderson on possible economic development incentives.

A budget worksession will be held on Monday, June 25th. The Council can continue budget discussion on July 2 and July 9th. The publication of the 2008 budget needs to be authorized at the July 16th meeting; however, she noted changes to decrease the amount of the budget can be made after that time. The public hearing on the budget will be held on August 6th.

Chairman Andrew Wang adjourned the meeting at 8:20 p.m.

Andrew Wang
Council President

**PLANNING COMMISSION MINUTES
MEETING OF MAY 1, 2007**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, May 1, 2007 in the Council Chamber, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Randy Kronblad, Marlene Nagel, Robb McKim, Marc Russell, Nancy Vennard and Bob Lindeblad.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Laura Wassmer, Council Liaison and Joyce Hagen Mundy, Planning Commission Secretary.

APPROVAL OF MINUTES

The following changes were requested to the April 3rd minutes: page 6, last paragraph, 3rd line remove "which is not a Planning Commission issue"; page 7, 6th paragraph, 1st line insert "be" after "should"; page 10, 7th paragraph, 1st line change "want" to "what"; and page 11, 5th paragraph, change "adding" to add. Randy Kronblad moved the approval of the minutes of April 3, 2007 with the corrections noted. The motion was seconded by Nancy Vennard and passed by a vote of 6 to 0 with Marlene Nagel abstaining as she was not present at the April 3, meeting.

PUBLIC HEARINGS

Chairman Ken Vaughn reviewed the procedures to be followed for the public hearings. Noting that seven public hearings are scheduled on the agenda, he stressed the need for residents not to repeat comments made by others. Each application would be heard separately and upon completion of the public hearings on all of the applications, the public hearing would be closed and the Commission would deliberate. Mr. Vaughn opened the public hearing and called upon the applicant to present their request.

**PC2007-12 Request for Conditional Use Permit for Communication Utility Boxes at 2605
West 73rd Street
Zoning: R-1b (Single Family Residential District)**

Chris Carroll, Director of External Affairs for AT&T, stated the six applications before the Commission are a continuation of AT&T's installation to implement AT&T's new plan called "Project Light Speed" to enable AT&T to provide high speed internet access and to broadcast high quality images and video programming over telephone lines. This program was launched throughout the metropolitan area on March 20, 2007 in Prairie Village and eight other Johnson County cities as well as Kansas City, Kansas. The proposed applications will allow this service to be offered to additional Prairie Village residents.

The applicant is requesting the approval of a conditional use permit for the installation of a new SAI utility box that has a footprint of 28" x 58" (11.3 sq. ft.) a height of 64" and sets on a 64" x 72" (32 sq. ft.) pad and a VRAD box that has a footprint of 25" x 43.5" (7.6 sq. ft.), a height of 63" and sets on a 5' x 5' (25 sq. ft. pad). Both boxes will be located in public right-of-way. The new boxes and a new hand hole are being installed to help AT&T keep up with the increased demand for services.

In accordance with the Planning Commission's Citizens' Participation policy, the applicant held a meeting on April 16, 2007, at City Hall. No one appeared on this application. However, Mr. Carroll noted in reviewing the landscape plan with the impacted property owner, they have agreed to changes in the landscape plan including replacing the brown mulch with rock and change the Forsythia shrubs to Viburnum shrubs. Mr. Carroll stated a revised landscape plan would be submitted to staff for approval.

Nancy Vennard asked Mr. Carroll to explain their maintenance program for the landscaping. Mr. Carroll stated AT&T has contracted out the installation of the landscaping and the its maintenance which includes watering and caring for the plants.

Rex Lightle, 2605 West 73rd Street, spoke on behalf of his daughter, stating concern with the debris that collects along the cabinets. He would like to see the applicant schedule at least a spring and fall clean-up of the debris. He noted the new cabinet to be installed is beige in color, while the existing cabinet is green. He would like to have both cabinets be the same color.

There were no further comments on PC2007-12.

**PC2007-13 Request for Conditional Use Permit for Communication Utility Boxes
at 7135 Buena Vista
Zoning: R-1b (Single Family Residential District)**

AT&T is requesting the approval of a conditional use permit for the installation of a VRAD utility box that has a footprint of 43.5" x 50" (15.1 sq. ft.) a height of 63" and sets on a 5' x 5' (25 sq. ft.) pad and replacement and relocation of the existing SAI box which will have a footprint of 28" x 58" (11.3 sq. ft.), a height of 64" and will set on a 64" x 72" (32 sq. ft.) pad. The proposed VRAD utility box will be paired with an existing SAI utility box that will be replaced and relocated to the north of the large shade tree. Both boxes will be located in public right-of-way. .

In accordance with the Planning Commission's Citizens' Participation policy, the applicant held a meeting on April 16, 2007, at City Hall. Several people appeared on this site. One concern raised was a possible traffic hazard because of the installation located near the intersection of Alhambra Road and Buena Vista Drive. A second concern was raised about affecting the property values.

Chris Carroll stated they have met with the residents in the area and heard their complaints regarding loitering of service technicians and loud music. AT&T management have directed the service technicians that they are to drive to the cabinet location, do the necessary work, and leave the area. There shall be no loitering or lengthy breaks taken while working in the area to keep any disturbance to the neighborhood to a minimum. A photograph of the location and proposed placement of the cabinets was shown.

JoAnne Bodner, 7154 Buena Vista Street, noted the problem the neighborhood has experienced with trucks sitting at this location for long periods of time and was pleased to hear Mr. Carroll state this has been addressed by the AT&T management. Mrs. Bodner's two primary concerns were with traffic and the parking of vans on the street. She demonstrated on the photo of the area the merging traffic from Alhambra. She believes this location is unique with significant traffic cutting through this area to avoid the traffic signal at 71st Street and Mission Road. The new location of the box and the parked service vehicles will make it very difficult for vehicular traffic to see around the curving road and will create a safety hazard. Mrs. Bodner requested a complete traffic study be done on this location before any more boxes are erected.

Drew Bodner, 7154 Buena Vista, a resident since 1977, shared photos of damaged curbs which he attributed to the service vehicles. Mr. Bodner stated he did not feel there was sufficient distance from the proposed cabinet location to the curb for the placement of landscaping.

Tracy Hill, 7141 Buena Vista, stated her property was next to the proposed cabinet. She expressed concern for the safety of the 29 children in the area playing in front yards with the obstruction of view created by the proposed multiple cabinets.

Catherine Schruck, 7160 Buena Vista, stated she has issues with the cabinets and severe issues with the traffic. Mrs. Schruck stated she called AT&T twice to report inappropriate behavior by service technicians and was later confronted by one of the service technicians and told not to call in again. She stated the van is always parked at this location and there are not safety cones placed in the roadway.

Bob Lindeblad asked how often the vans are present. Mrs. Schruck responded they are at that location every day.

Brenda Williams, 7136 Buena Vista, expressed her opposition to the cabinets being located in residential areas when there is a commercial area at the end of the block.

John Price, 7148 Buena Vista, stated his picture window looks out at the cabinet. He feels the location of the proposed additional large cabinets would decrease his property value. He agreed with Mr. Bodner's earlier comment that there is not sufficient room for landscaping due to the closeness of the curb. He would like to see the cabinet moved to another location.

Molly Fisher, 7134 Alhambra , agreed with the concerns expressed regarding traffic and the visual eyesore the cabinets create. She questioned why what is best for AT&T should take priority over what is best for the neighborhood.

Scott Hill, 7141 Buena Vista, noted the slope of the street and stated the young children like to gather at the top and ride bikes and scooters down the sidewalk. This slope causes the cars to pick up speed and with the proposed cabinets and vehicles parked in the street blocking vision, there will be a greater safety hazard.

Bob Lindeblad asked why this specific location was required for service. Mr. Carroll responded the new service requires an upgrade of the existing interface cabinets and the new cabinets must be placed in close proximity to the existing units. This cabinet serves approximately 400 to 600 residential units. The technology is not available without the additional units. He stated the cabinet is located in the public right-of-way, there has been no exchange of money with the City. Mr. Carroll noted historically bringing telecommunication competition into the area, which this will do, provides residents with choices and lowers fees 30 to 40 percent.

Mr. Carroll apologized to Mrs. Schruck and reconfirmed the technicians have been told to complete their work quickly and leave the area and this will be monitored. The company's expectations have been clearly communicated. He stated under state law, they have the right to locate in public right-of-way and there will be landscaping installed. Mr. Carroll responded he is unaware of any study done that show property values have decreased due to the location of utility cabinets in the area.

Bob Lindeblad asked how often the technicians come out for service. Mr. Carroll responded that with the larger DSL boxes the technicians need access to the cabinets anytime a service order is taken for the area.

Robb McKim asked if another site was investigated. Mr. Carroll responded no, because the VRAD equipment cabinet must be within 100' of the SAI box.

There were no further comments on PC2007-13.

**PC2007-14 Request for Conditional Use Permit for Communication Utility Boxes at 4014 Oxford Road
Zoning: R-1b (Single Family Residential District)**

Chris Carroll stated AT&T is requesting the approval of a conditional use permit for the installation of a VRAD utility box that has a footprint of 43.5" x 50" (15.1 sq. ft.) a height of 63" and sets on a 5' x 5' (25 sq. ft.) pad and the replacement of the SAI Box that has a footprint of 28" x 58" (11.3 sq. ft.) a height of 64" and sets on a 5' x 5' (25 sq. ft.) pad

The proposed VRAD utility box will be paired with a replaced SAI utility box that is located in the right-of-way on the west side of Tomahawk Road between Oxford Road and Prairie Lane. The proposed VRAD box will be located in a utility easement behind the SAI box and will be approximately eight feet back of the street right-of-way line. A new hand hole will also be installed.

In accordance with the Planning Commission's Citizens' Participation policy, the applicant held a meeting on April 16, 2007, at City Hall. No one appeared on this application. Mr. Carroll stated AT&T would agree to the conditions required by staff.

Sharon Piper, 4014 Oxford Road, stated the proposed cabinets are located on her property and stated she would like to see them placed in the street right-of-way rather than in the easement along her rear property line. She is concerned with the landscaping and its maintenance, noting the landscaping around several area boxes is dead. Mr. Carroll stated the cabinet needs to be placed in public right-of-way. Ms Piper stated, if necessary, she would give AT&T an easement to place the units on her property; she also expressed concern with trucks parked in the street.

There were no further comments on PC2007-14.

**PC2007-15 Request for Conditional Use Permit for Communication Utility Boxes at 7170 Windsor Drive
Zoning: R-1b (Single Family Residential District)**

AT&T is requesting the approval of a conditional use permit for the installation of a VRAD utility box that has a footprint of 43.5" x 50" (15.1sq. ft.) a height of 63" and is set on a 5' x 5' (25 sq. ft.) pad. There is an existing SAI box with a footprint of 28" x 58" (11.3 sq. ft) a height of 65" and a 6' x 7' (42 sq. ft.) pad and a DSL box that was previously approved as a Conditional Use Permit. It is anticipated that sometime in the future the DSL box will no longer be needed and will be removed.

The proposed VRAD utility box will be paired with an existing SAI utility box that is also located in the easement. The SAI box 65" tall which exceeds the maximum height that can be permitted by staff. Therefore, the SAI box also needs CUP approval.

In accordance with the Planning Commission's Citizens' Participation policy, the applicant held a meeting on April 16, 2007, at City Hall. No one appeared on this application.

Molly Fisher, 7134 Alhambra, noted this location is just down the street from the proposed box on Buena Vista and asked if this location could serve both areas. Mr. Carroll responded it could not. The location is determined by the underground cable locations. .

There were no further comments on PC2007-15.

**PC2007-16 Request for Conditional Use Permit for Communication Utility Boxes at 7240 Belinder Avenue
Zoning: R-1b (Single Family Residential District)**

AT&T is requesting the approval of a conditional use permit for an existing SAI box that has a footprint of 12" x 40" (3.3 sq. ft.) a height of 68" and sets on a 10' x 10' (100 sq. ft.) pad. The Ordinance requires that utility boxes having a footprint greater than 12 sq. ft. in area; a pad greater than 32 square feet or a height of more than fifty four inches must be approved as a conditional use prior to installation.

AT&T is also proposing to install a VRAD Box in an easement, but it is a smaller unit (ALP) and does not require Planning Commission approval. The "CEV" as shown on the plan is a Controlled Environment Vault which also contains equipment. The vault is large perhaps 12' x 12' or larger and houses some telecommunications equipment. The vault is air conditioned and climate controlled. The proposed VRAD utility box will be located in a rear yard utility easement on the west side of Belinder Avenue south of Belinder School.

In accordance with the Planning Commission's Citizens' Participation policy, the applicant held a meeting on April 16, 2007, at City Hall. No one appeared on this application.

No one was present to comment on this application.

**PC2007-17 Request for Conditional Use Permit for Communication Utility Boxes at 4140 West 71st Street
Zoning: C-2 (General Business District)**

AT&T is requesting the approval of a conditional use permit for the installation of a VRAD utility box that has a footprint of 43.5" x 50" (15.1 sq. ft.) a height of 63" and is set on a 5' x 5' (25 sq. ft.) pad. The proposed VRAD utility box will be paired with an existing SAI utility box that is also located in the easement. The existing SAI box has a footprint of 12" x 40" (3.3 sq. ft.) height 68" and a 5' x 5' (25 sq. ft.) pad. There also is a CEV unit, Controlled Environment Vault, at this location. The size of the vault is not known but apparently it cannot accommodate this type of equipment. The existing SAI box is 68" tall and also needs CUP approval.

In accordance with the Planning Commission's Citizens' Participation policy, the applicant held a meeting on April 16, 2007, at City Hall. No one appeared on this application.

Molly Fisher, 7134 Alhambra, asked why it was necessary to have so many boxes located within the same area, noting one of the proposed units is only five houses from another unit. Mr. Carroll responded AT&T is utilizing existing cable and that this technology is distance sensitive requiring location with 3-5,000 feet.

Scott Hill, 7141 Buena Vista, noted the application at 4140 West 73rd Street is located at the bottom of the hill their children ride their bikes indicating just how close the two proposed locations are.

Joanne Bodner, 7154 Buena Vista, asked if AT&T could combine locations. Mr. Carroll responded if it were possible they would do so as each site costs \$250,000 to \$350,000.

Drew Bodner asked the Commission for further study of the traffic patterns on Buena Vista before allowing additional cabinets to be placed in the area.

Chairman Ken Vaughn closed the public hearings at 8:05 p.m. and the Planning Commission began its discussion and deliberation on each application.

PC2007-12 Request for Conditional Use Permit for Communication Utility Boxes at 2605 West 73rd Street

The Planning Commission reviewed the following findings of fact required for the approval of the Conditional Use Permit:

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

The proposed utility boxes are taller than what is permitted by Staff approval and therefore the applicant is required to obtain a conditional use permit.

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

The proposed utility equipment box will not adversely affect the welfare or convenience of the public, but will actually benefit the public as it will improve electronic communications to households in Prairie Village.

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

The proposed utility boxes will be located in the right-of-way on the south side of 73rd Street just east of Belinder Avenue. The proposed utility boxes are relatively small in size and are not intense uses that generate a lot of people activity. Therefore, they should not have an adverse affect on the value of the property immediately in the neighborhood. The proposed utility boxes will be screened with landscaping on the street side. The adjacent residents both have solid wood fences which provide screening for their homes.

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

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

- b. **The nature and extent of landscaping and screening on the site.**

The landscape plan is well thought out and the applicant has agreed to change the forsythia to viburnum. The right-of-way between the property line and the curb is approximately 10' which does not provide a lot of room for landscaping and screening.

The size of this use is not such that it would dominate the neighborhood or hinder development. The neighborhood is residentially developed to the east, west, north and south and this use is being installed on right-of-way that should be able to

accommodate it compatibly without it being a problem for the other properties in the neighborhood.

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

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

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

Since this is a very small installation and a companion to an existing utility box, there is no need for additional utilities, drainage, or other facilities.

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

There will be no need for access roads or entrance and exit drives as all the parking can be adequately handled in the street.

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

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

Ron Williamson noted the resident would like the applicant to pick up debris surrounding the utility boxes at least twice a year. Chris Carroll state they would pick up debris caused by them, noting this box is located next to a school. Bob Lindeblad noted the site is visited almost daily and it would not be a major task to pick up any surrounding debris while making routine service calls. Mr. Carroll stated this would be done.

Bob Lindeblad moved the Planning Commission find positively on the findings of fact for Application PC2007-12 requesting a Conditional Use Permit for communication utility boxes in the right-of-way on the south side of 73rd Street between Belinder Avenue and Springfield Street. The motion was seconded by Randy Kronblad and passed by a vote of 6 to 1 with Marc Russell voting "nay".

Marlene Nagel questioned if with the concerns expressed by the residents regarding maintenance if the length of the permit should be limited instead of indefinite to allow the City time to evaluate AT&T's ability to address these concerns.

Bob Lindeblad asked if Ms Nagel was referring to this particular application or to all the applications submitted. Ms Nagel responded she was referring to all of the applications. Mr. Lindeblad stated he felt limiting the permits did not make sense. Ms. Nagel stated she had not heard the maintenance concerns expressed with the earlier applications. Robb McKim noted Ms Nagel's point is well taken; however, even a term of five years would be too long to wait for remedy to potential problems.

Chris Carroll advised the Commission that AT&T supplies performance bonds. He expressed the company's strong opposition to a limited term permit for a capital outlay of \$250,000 to \$350,000 per site. Once service is given, he does not want to be put in the

position of taking it away from residents if a future Commission should choose not to renew a permit.

Ken Vaughn asked how the City and the residents can know that the assurances being stated will indeed take place. Chris Carroll responded his assurances can be trusted. He noted AT&T's prompt response to Prairie Village staff in addressing concerns or problems. AT&T is also regulated by the Kansas Corporation Commission.

Marc Russell agreed with Marlene Nagel's comments and feels there is no greater way to assurance compliance than to require a provider to submit periodic requests for renewal.

Bob Lindeblad said the only time period that would make sense to him is six to twelve months. If things are not working out, you don't want to wait five years to address the problems. The permit allows the City to rescind the permit for non-compliance with City or State regulations. Mr. Russell stated he understood Mr. Lindeblad's point, but from a business standpoint he feels requiring renewal provides the best protection the City and the residents.

Ken Vaughn stated his concerns with an indefinite approval; however, the City already has in place other permits and he feels the conditions of approval provide the City with the means to enforce the requirements of the permit.

Marlene Nagel moved the Planning Commission approve a Conditional Use Permit to AT&T for the installation of communication utility boxes as recommended by staff with the permit length to be five years. The motion was seconded by Marc Russell and failed by a vote of 3 to 4 with the following votes cast: "nay" Vennard, Kronblad, Vaughn & Lindeblad; "aye" Nagel, McKim and Russell.

Nancy Vennard moved the Planning Commission approve a Conditional Use Permit to AT&T for the installation of communication utility boxes in the public right-of-way on the south side of 73rd Street between Belinder Avenue and Springfield Street subject to the following conditions:

1. The applicant maintain the grounds and landscaping replacing any plant materials that die so that the integrity of the landscape screening is maintained throughout the life of the project.
2. The applicant change the Forsythia shrubs to Viburnum shrubs on the landscape plan.
3. The applicant install the landscaping as shown on the plan as revised immediately after installation of the utility boxes.
4. The Conditional Use be approved for an indefinite period of time.
5. Should the equipment boxes become obsolete and not functional they shall be removed from the site within six months.
6. Both utility boxes shall be painted beige.

The motion was seconded by Bob Lindeblad and passed by a vote of 5 to 2 with Nagel & Russell voting "nay".

PC2007-13 Request for Conditional Use Permit for Communication Utility Boxes at 7135 Buena Vista

The Planning Commission reviewed the following findings of fact required for the approval of the Conditional Use Permit:

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

The proposed VRAD utility box and the SAI replacement are larger than what is permitted by Staff approval and therefore are required to obtain a conditional use permit.

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

The proposed utility equipment box will not adversely affect the welfare or convenience of the public, but will actually benefit the public as it will improve electronic communications to households in Prairie Village.

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

The proposed VRAD utility box and the SAI replacement box will be located in the right-of-way on the east side of Buena Vista Drive. The proposed utility boxes are relatively small in size and are not an intense use that generates a lot of people activity. Therefore, they should not cause substantial injury to the value of the property immediately in the neighborhood. The proposed utility box, as well as the existing SAI Box, will be screened with landscaping. In determining whether or not the proposed use will cause substantial injury to the value of property, the Planning Commission would need to hear testimony from an expert or experts in the field such as appraisers. The testimony would need to identify substantial injury rather than just indicating it may be negative.

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

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

The proposed VRAD box and the SAI replacement box will both be located north of the large Pin Oak. The existing SAI box and the pad will be removed and the area will be resodded. A new hand hole box will be installed closer to the corner.

The landscape plan is well thought out and the choice of plant materials is good for the limited space that is available between the sidewalk and the curb. It might be beneficial to the residents of the lot adjacent to the installation to have some additional plant material installed on their property on the east side of the sidewalk.

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

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

The only parking required for this use is what will be needed while construction and installation are occurring, and then periodic maintenance. There is no need to

provide permanent off-street parking as parking can easily be accommodated in the street.

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

Since this is a very small installation and a companion to an existing utility box, there is no need for additional utilities, drainage, or other facilities.

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

There will be no need for access roads or entrance and exit drives. The parking can be adequately handled in the street. A resident expressed concern about the installation being a traffic hazard. This is an unusually shaped lot and any additional installation could create site problems. The tree is probably the greatest site problem, but the existing SAI box will be moved north of the tree which will help open up the intersection. It should be noted that there is a stop sign on Alhambra at its intersection with Buena Vista. Right turns on Buena Vista should not be a problem but left turns may require more caution.

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

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

Nancy Vennard stated she felt finding #2 related to the adverse affect on the welfare of the public is not present. She feels a traffic study needs to be done and alternate locations, possibly further to the south, at the Prairie Village Shopping Center or at Brighton Gardens, should be explored as both boxes need to be changed.

Bob Lindeblad stated he sees this addressing finding #4 or #5. He realizes traffic is a concern for the residents, but is not sure traffic is an issue for this application. He questions how a van parked for an hour a day is any more of an issue at this location than at the locations previously approved by the Commission.

Nancy Vennard stated it is not the volume of traffic, but the view because of the sight triangle with the landscaping and box further limiting view. Bob Pryzby, Director of Public Works, stated he visited the site and stated the sight triangle would not be affected by the proposed application. He noted the existing tree has a greater impact on sight, than the proposed application. From the conversations he heard, he sees this as more of a traffic calming issue for the neighborhood, noting that vehicles parking on both sides of the street routinely create problems. Mr. Pryzby stated if a traffic study is desired, he needs to know what specifically is to be studied.

Bob Lindeblad echoed Mr. Pryzby's thought agreeing that this is an emotional issue, but he does not feel the addition of the proposed boxes will have any impact.

Randy Kronblad stated he sees two issues; the cut-through traffic, which has no correlation with the utility boxes and the proposed location of the boxes. He is concerned with the proposed location and stated in all of the other applications considered, this location is the most visible site proposed. The first box is in a poor location and the Commission should not compound the problem.

Robb McKim stated from an urban design point of view, the existing box begins to impact the street visually but to a rather small extent, but with the new and larger boxes, he feels there will be a significant impact.

Bob Lindeblad stated he does not feel the installation dominates the neighborhood as stated in finding #4. Mr. McKim disagreed.

Mr. Lindeblad stated you can not simply pick up the boxes and move them from one location to another. They are set in a specific location to provide service to a designated area. He agreed the box does stand out, but noted it is in an existing easement. He does not like it, but does not feel it violates the findings. Ken Vaughn agreed the location of the boxes is unappealing. He noted the boxes are being moved and would like a more appropriate location further off the street.

Mr. Lindeblad asked what the service area is for this application. Mr. Carroll responded it is the area between 71st & 75th Street from Mission to Tomahawk. He further noted the proposed relocation of the SAI box was presented to better address line of sight issues.

Ken Vaughn asked if the additional boxes could be placed next to the box.

Eric Stong, AT&T, stated the existing box on the south side is being upgraded and moved to the north side. The farthest away the box can be located is 300' and the VRAD must be right next to the box.

Bob Lindeblad restated he understood the concerns of the neighborhood, but he truly does not feel he can justifiably say the proposed location will cause substantial injury. While it will be more visible, he doesn't feel it will cause a traffic problem.

Bob Lindeblad moved the Planning Commission approve Application PC2007-13 by AT&T for a Conditional Use Permit for communication utility boxes in the right-of-way adjacent to Buena Vista Street on the northeast corner of Buena Vista and Alhambra subject to the conditions recommended by staff. The motion died for the lack of a second.

Nancy Vennard moved the Planning Commission find Application PC2007-13 does not meet finding #4 as the proposed application will dominate the immediate area and hinder the use and development of neighboring properties. The motion was seconded by Randy Kronblad.

Ron Williamson advised the Commission, unlike the findings for the granting of a variance, each of the findings do not have to be present to accept an application, only the majority of the findings. The application can be accepted with a negative finding.

Bob Lindeblad stated the neighborhood can still function with the installation of the proposed boxes and that is the intention of finding #4. Mrs. Vennard responded from the testimony of the neighbors, they do not feel safe and the boxes will be a hindrance to families if approved.

The motion was voted on and passed by a vote of 6 to 1 with Bob Lindeblad voting "nay".

Nancy Vennard moved the Planning Commission continue Application PC2007-13 to the June 5th meeting and direct AT&T to meet with the neighboring property owners to attempt to address their concerns and further explore possible alternate locations. The motion was seconded by Randy Kronblad.

Bob Lindeblad asked if City staff were to be involved in these meetings. Nancy Vennard stated the information and any new proposal would come back to staff.

Chris Carroll stated they had already met with as many of the neighbors as they were able to contact at home, noting several attempts were made and information provided. He stated they would be willing to work with staff and reach an agreement, but noted he was not confident an agreement could be reached with the neighbors. He felt a different location would merely bring a different set a residents with complaints.

The motion was amended to include City staff involvement in the meeting and passed unanimously.

PC-14 Request for Conditional Use Permit for Communication Utility Boxes at 4014 Oxford Road

The Planning Commission reviewed the following findings of fact required for the approval of a Conditional Use Permit:

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

The proposed utility boxes are taller and footprint is larger than what is permitted by Staff approval and therefore the applicant is required to obtain a conditional use permit.

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

The proposed utility equipment boxes will not adversely affect the welfare or convenience of the public, but will actually benefit the public because they will improve electronic communications to households in Prairie Village.

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

The proposed VRAD box will be located in a rear yard utility easement on the west side of Tomahawk Road between Oxford Road and Prairie Lane where it will be adequately screened. The SAI box is located close to the curb, but will be landscaped to the north and south.

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

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

- b. The nature and extent of landscaping and screening on the site.**

The proposed VRAD box itself is approximately 43.5" wide x 50" deep x 63" high. The pad is 5' x 5' and will be surrounded by landscaping. The SAI box has a smaller footprint but will be 64" tall. The proposed hand hole will be located in the street right-of-way east of the SAI box.

There are several large trees near this location that will need to be protected from damage during construction.

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

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

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

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

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

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

There is no need for access roads or entrance and exit drives. The parking will be adequately handled on Tomahawk Road.

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

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

Ron Williamson noted during testimony at the public hearing the property owner requested the location of the box be placed further back from the street. A review of the plans indicate that it may be possible to do so and still remain within the right-of-way; however, the property owner has stated a willingness to grant the necessary easement if needed. She also expressed concern with the amount of landscaping and its maintenance. If this relocation were to occur and landscape plans changed updated copies would need to be submitted to staff for review.

Randy Kronblad moved the Planning Commission find positively on the findings of fact for Application PC2007-14 requesting a Conditional Use Permit for communication utility boxes in the right-of-way and in an easement on the west side of Tomahawk Road between Oxford Road and Prairie Lane. The motion was seconded by Robb McKim and passed by a vote of 6 to 1 with Marc Russell voting "nay".

Randy Kronblad moved the Planning Commission approve a Conditional Use Permit to AT&T for the installation of communication utility boxes in the public right-of-way and in an easement on the west side of Tomahawk Road between Oxford Road and Prairie Lane subject to the following conditions:

1. The applicant maintain the grounds and landscaping replacing any plant materials that die so that the integrity of the landscape screening is maintained throughout the life of the project.
2. The applicant protect the large existing trees from damage during construction.
3. The applicant install the landscaping immediately after installation of the utility boxes.

4. The Conditional Use be approved for an indefinite period of time.
5. Should the utility boxes become obsolete and not functional they shall be removed from the site within six months.
6. A new landscape and site plan shall be presented to staff for review reflecting the change in the VRAD box location and the landscape plan.

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

PC2007-15 Request for Conditional Use Permit for Communication Utility Boxes at 7170 Windsor Drive

The Planning Commission reviewed the following findings of fact required for the approval of a Conditional Use Permit:

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

The proposed VRAD utility box and the existing SAI box are larger than what is permitted by Staff approval and, therefore, the applicant are required to obtain a conditional use permit.

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

The proposed VRAD utility equipment box will not adversely affect the welfare or convenience of the public, but will actually benefit the public because it will improve electronic communications to households in Prairie Village.

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

The proposed utility box will be located in a private utility easement on the north edge of Windsor Park. The proposed utility box is relatively small in size, is not an intense use that generates a lot of people activity. Therefore, it should not have an adverse affect on the value of the property immediately in the neighborhood.

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

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

- b. **The nature and extent of landscaping and screening on the site.**

There are three utility boxes in this area and more intense planting is being provided in order to more adequately screen all the boxes. Extreme care must be taken to not damage the existing trees evergreens and shrubs on this site. There also is an existing hand hole that limits the planting area.

The size and location of this use is not such that it would dominate the neighborhood or hinder development. This use is being installed in an easement with in Windsor Park that can accommodate it compatibly without it being a problem for the other

properties in the neighborhood. It was noted that since this utility box is on Park property, the landscape plan will need to be approved by the Tree Board and Park and Recreation Committee.

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

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

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

Since this is a very small installation and a companion to existing utility boxes, there is no need for additional utilities, drainage, or other facilities.

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

There will be no need for access roads or entrance and exit drives. All the parking will be adequately handled in the adjacent parking lot and driveway.

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

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

Nancy Vennard moved the Planning Commission find positively on the findings of fact for Application PC2007-15 requesting a Conditional Use Permit for communication utility boxes in an easement at 7170 Windsor at the north end of Windsor Park. The motion was seconded by Bob Lindeblad and passed by a vote of 5 to 2 with Marc Russell and Marlene Nagel voting "nay".

Nancy Vennard moved the Planning Commission approve a Conditional Use Permit to AT&T for the installation of communication utility boxes in an easement at 7170 Windsor at the north end of Windsor Park subject to the following conditions:

1. The applicant maintain the grounds and landscaping replacing any plant materials that die so that the integrity of the landscape screening is maintained throughout the life of the project.
2. The existing trees, shrubs and evergreens be protected during construction, and any plants that are damaged be replaced by the applicant.
3. The applicant install the landscaping immediately after installation of the utility boxes.
4. The applicant obtain approval from the Park and recreation Committee and the Tree Board prior to installation.
5. The Conditional Use be approved for an indefinite period of time.
6. Should the equipment boxes become obsolete and not functional they shall be removed from the site within six months.

The motion was seconded by Randy Kronblad and passed by a vote of 5 to 2 with Marc Russell and Marlene Nagel voting "nay".

PC2007-16 Request for Conditional Use Permit for Communication Utility Boxes at 7240 Belinder Avenue

The Planning Commission reviewed the following findings of fact required for the approval of a Conditional Use Permit:

1. **The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations, and use limitations.**
The existing SAI utility box is taller than what is permitted by Staff approval and therefore the applicant is requesting a conditional use permit.
2. **The proposed conditional use at the specified location will not adversely affect the welfare or convenience of the public.**
The existing utility equipment box will not adversely affect the welfare or convenience of the public, but will actually benefit the public because it will improve electronic communications to households in Prairie Village.
3. **The proposed conditional use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**
The existing SAI box is located on private property in a utility easement adjacent to Belinder Avenue. The proposed utility box is relatively small in size and is not an intense use that generates a lot of people activity. It should not have an adverse affect on the value of the property immediately in the neighborhood. It was also noted that no one appeared at the public information meeting or public hearing on this application.
4. **The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets given access to it, are such that the conditional use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration should be given to:**
 - a. **The location, size, nature and height of buildings, structures, walls, and fences on the site; and**
 - b. **The nature and extent of landscaping and screening on the site.**The purpose of this application is to bring the existing SAI box into compliance with the zoning regulations.

The size of this use is not such that it would dominate the neighborhood or hinder development. The neighborhood is residentially developed to the east, west and south with a school to the north. This use is in an easement that will be able to accommodate it compatibly without it being a problem for the other properties in the neighborhood.
5. **Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations, and such areas will be screened from adjoining residential use and located so as to protect such residential uses from any injurious affect.**
The only parking required for this use is what will be needed while construction and installation are occurring, and then periodic maintenance. There is no need to provide permanent off-street parking for this use as parking can easily be accommodated in the street.

6. Adequate utility, drainage, and other such necessary facilities have been or will be provided.
This is an existing utility box and there is not a need for additional utilities, drainage, or other facilities.
7. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.
There will not be a need for access roads or entrance and exit drives as all the parking will be adequately handled in the street.
8. Adjoining properties and the general public shall be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessarily intrusive noises.
The proposed use does not utilize any hazardous or toxic materials and does not generate any obnoxious odors or unnecessarily intrusive noises.

Ron Williamson noted the new VRAD unit on the south side is smaller and does not require a conditional use permit; however, the existing SAI box is higher than allowed without a permit

Robb McKim asked what the height of the new box was in relation to the existing box since the existing pad is cut into the slope and asked if the new box would be installed at the existing grade. Mr. Stong stated both boxes will be approximately the same height as they will be cutting back the pad.

Nancy Vennard asked if the existing wall will be taken out. Mr. Stong responded the wall would remain. Mrs. Vennard asked if the large concrete pad could be torn out and landscape planted along the sidewalk. Mr. Williamson stated there is a very large underground vault below the pad and therefore it would not be possible to add landscaping.

Robb McKim moved the Planning Commission find positively on the findings of fact for Application PC2007-16 requesting a Conditional Use Permit for a communication utility box in an easement at 7240 Belinder Avenue just south of Belinder Elementary School. The motion was seconded by Bob Lindeblad and passed by a vote of 6 to 1 with Marc Russell voting "nay".

Randy Kronblad moved the Planning Commission approve a Conditional Use Permit to AT&T for the installation of a communication utility box in an easement at 7240 Belinder Avenue just south of Belinder Elementary School subject to the following conditions:

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

The motion was seconded by Nancy Vennard and passed by a vote of 5 to 2 with Marc Russell and Marlene Nagel voting "nay".

PC2007-17 Request for Conditional Use Permit for Communication Utility Boxes at 4140 West 71st Street

The Planning Commission reviewed the following findings of fact required for the approval of a Conditional Use Permit:

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

The proposed and existing utility boxes are larger than what is permitted by Staff approval and, therefore, the applicant is required to obtain a conditional use permit.

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

The proposed VRAD utility equipment box and the existing SAI box will not adversely affect the welfare or convenience of the public, but will actually benefit the public because it will improve electronic communications to households in Prairie Village.

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

The proposed VRAD utility box will be located in a private utility easement adjacent to the Blue Moose parking lot. The proposed utility box is relatively small in size, is not an intense use that generates a lot of people activity. It should not have an adverse affect on the value of the property immediately in the neighborhood.

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

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

- b. **The nature and extent of landscaping and screening on the site.**

The proposed utility box is approximately 43.5" wide x 50" deep x 63" high. An existing hand hole is shown on the plan.

This is one of several utility boxes at this location and they are not screened. More intense planting is needed at the ground level in order to more adequately screen the boxes. Extreme care must be taken to not damage the existing trees on this site.

The size and location of this use is not such that it would dominate the neighborhood or hinder development. This use is being installed in an easement on the northeast corner of Tomahawk and 71st Street that can accommodate it compatibly without it being a problem for the other properties in the neighborhood.

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

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

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

Since this is a very small installation and a companion to an existing utility box, there is no need for additional utilities, drainage, or other facilities.

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

There will be no need for access roads or entrance and exit drives. The parking will be adequately handled in the adjacent parking lot and driveway.

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

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

Ron Williamson noted this easement is at the west end of the parking lot for the Blue Moose. There is a controlled environment vault at this location and an existing SAI box which needs a permit as well as the new 63" tall VRAD box. Mr. Williamson recommended because of the openness of this location that more landscaping be provided adjacent to Tomahawk Road

Bob Lindeblad moved the Planning Commission find positively on the findings of fact for Application PC2007-17 requesting a Conditional Use Permit for communication utility boxes in an easement at 4140 West 71st Street, the northeast corner of 71st Street and Tomahawk. The motion was seconded by Randy Kronblad and passed by a vote of 6 to 1 with Marc Russell voting "nay".

Bob Lindeblad moved the Planning Commission approve a Conditional Use Permit to AT&T for the installation of communication utility boxes in an easement at 4140 West 71st Street, the northeast corner of 71st Street and Tomahawk subject to the following conditions:

1. The conditional use be approved for the VRAD utility box and the existing SAI box at the location as shown on the plans.
2. The applicant maintain the grounds and landscaping replacing any plant materials that die so that the integrity of the landscape screening is maintained throughout the life of the project.
3. The applicant review the landscape plan and add more ground level plants to screen the utility boxes and submit the plan to staff for review and approval.
4. The applicant install the landscaping immediately after installation of the utility boxes.
5. The Conditional Use be approved for an indefinite period of time.
6. Should the equipment boxes become obsolete and not functional they shall be removed from the site within six months.
7. The existing Shade trees be protected during construction, and any plants that are damaged be replaced by the applicant.

The motion was seconded by Randy Kronblad and passed by a vote of 5 to 2 with Marc Russell and Marlene Nagel voting "nay".

NON-PUBLIC HEARINGS

PC2007-101 Approval of Signs & Sign Standards for
7400 State Line Road
Applicant: Chris Erdley, Tower Properties Company

Noting a potential conflict of interest on this application, Commissioner Robb McKim recused himself from the discussion and meeting.

Chris Erdley with Tower Properties, presented sign standards for the former Lockton Building at 7400 State Line Road, which has been sold and is now a multi-tenant building.

This building abuts three streets: 74th Street, Stateline Road and Booth. The ordinance allows for one monument sign being permitted by the Planning Commission for each street frontage. However, in lieu of installing another monument sign on 74th Street, which would face residences, Mr. Erdley stated they would like to modify the existing monument sign by placing two tenant's names on the sign (Prudential and KU EYE) and limit the project to one monument sign.

Mr. Erdley also requested that although the ordinance permits the installation a façade signage on the north side of the building, they believe this option would be more aesthetically pleasing and viable if it was installed on the south side of the building rather than facing the residences to the north and would allow KU Eye more visibility along State Line and 75th Street.

Ron Williamson noted in October 2005, the Planning Commission approved a monument sign for this building and its design appears to be more compatible with the high quality building design. It is suggested that the Planning Commission consider the previous design in its evaluation of the sign standards.

The ordinance does allow "an illuminated or non-illuminated wall-mounted sign on each principal façade of each building or each shop or office therein provided that said shop or office has an exterior door and that the total area of such sign shall not exceed five (5) percent of the total area of the façade. . . which is contiguous with the tenant's gross leasable floor area".

Mr. Williamson advised the "KU EYE" does not have an exterior door and the façade upon which the wall sign is proposed is contiguous to Prudential's lease and not KU EYE. The tenant prefers the south exposure and it probably is better for the residents on the east side of State Line Road and on the north side of 74th Street. The applicant is proposing to limit the number of wall signs to two rather than one on each façade as permitted by the Ordinance.

In reviewing the proposed sign standards, Ron Williamson suggested that the following changes be made:

1. II.A. Change "their approval" to "a sign permit".
2. II.H.3 Delete "and not to exceed 50 square feet in area." This is already covered by H.5.
3. II.I Signage on the Monument Wall.
Amend #1 as follows: Change the word "signs" to "tenants."
Add #6 - Only one monument sign shall be permitted for the building.

Marlene Nagel asked if the signage on buildings would allow logos. Mr. Erdley responded it would. Mr. Williamson stated that logos are allowed by ordinance, however, they must stay within 50 square feet.

Randy Kronblad confirmed there would only be two sign panels on the monument sign, not three as indicated on the drawing submitted.

Nancy Vennard asked if the address was on the building for emergency vehicles. Mr. Erdley responded the two tenant panels on the monument sign would be placed below the existing identification of "7400 Place".

Bob Lindeblad moved the Planning Commission the proposed sign standards and monument sign for the office building at 7400 State Line Road as requested with the monument sign design approved in 2005 and with the following changes to the proposed sign standards:

- 1) in Section II.A - Change "their approval" to "a sign permit".
- 2) In Section II.H.3 - Delete "and not to exceed 50 square feet in area."
- 3) In Section II.I - Signage on the Monument Wall
Amend #1 as follows: change the word "signs" to "tenants".
Add #6 - Only one monument sign shall be permitted for the building.

The motion was seconded by Marlene Nagel and passed by a vote of 6 to 0.

Chairman Ken Vaughn requested a five minute recess.

The meeting was reconvened at 9:35 p.m.

PUBLIC HEARING

PC2007-11 Adoption of a new Comprehensive Plan for the City of Prairie Village titled "Village Vision Strategic Investment Plan" & repealing of existing Prairie Village Comprehensive Plan, 1994.

Chairman Ken Vaughn opened the public hearing and called upon Jamie Green, with ACP, to make a formal presentation on the proposed Comprehensive Plan.

Jamie Green noted it has been 13 years since the current Comprehensive Plan had been adopted and that the process for creating the new plan was begun in the fall of 2004. The process allowed the City to assess current conditions and to plan for the future with the input of its residents and community leaders.

In reviewing the Comprehensive Plan, Mr. Green made the following points:

- Every community should have a relevant decision-making policy document in the form of a comprehensive plan.
- A comprehensive plan is by nature complex.
- It should be monitored and refined as needed
- The Plan is intended to be an action agenda that is institutionalized in the community's day-to-day and long-term decision-making.
- Implementation can be challenging and in many instances requires strong leadership to address the challenges.

The plan has been prepared as a Strategic Investment Plan to provide high level policy direction as well as recommendations for investments. Its purpose is to advise the City on how to best leverage its limited assets in order to encourage appropriate private investment and ensure that Prairie Village remain a premier community within the area.

However, Mr. Green stressed this is not a definitive plan for the City, but an agenda setting exercise with every proposal be considered and continued or rejected.

The Plan addresses the following eight goals:

- **Community Character:** Provide an attractive, friendly and safe community with a unique village identity appealing to people of all ages.
- **Community Facilities, Activities and Services:** Provide diverse community recreation areas, cultural programs and expanded parks and green space,

including a new or renovated community center, complemented by well-maintained public utility infrastructure and excellent City services.

- **Housing:** Encourage neighborhoods with unique character, strong property values and quality housing options for families and individuals of a variety of ages and incomes.
- **Land Resources:** Encourage a high quality natural and man-made environment that preserves community character, creates identity and sense of place, and provides opportunities for renewal and redevelopment, including vibrant mixed use centers.
- **Leadership & Governance:** Provide a City government that communicates effectively with the public and works cooperatively with other communities to promote projects and programs that maintain a strong Prairie Village.
- **Learning:** Support the provision of high quality educational environments for residents at all stages of their lives, including strong public K-12 institutions.
- **Prosperity:** Promote a strong economy where a diverse mix of quality businesses contribute to a stable tax base, provide opportunities for redevelopment, meet the needs of residents, and attract visitors.
- **Transportation:** Encourage a variety of transportation choices including safe, interconnected, and well-maintained roadways, sidewalks, biking trails, and public transportation systems that support the community's needs.

Mr. Green shared maps identifying the current land use in the City and a map showing the Village Vision Planning framework. He noted the importance of land use planning within the City as 64% of the City is zoned single-family residential and another 25% of the City represents public land use. The creation of a mixed use district will allow the city to maximize the potential use of its limited available land. The economic impact of land use is demonstrated by the fact that 50% of the city's resources come from land use. In this context there is a critical need for competitive and varied housing stock.

The Plan looked specifically at three areas: Corinth Square Shopping Center; 75th and State Line area; and the 75th Street Corridor.

The Plan identified 48 potential actions items with 16 short-term actions completed within the next two years; 5 mid-term actions completed between 2010 and 2014; 4 long-term actions completed between 2015 and 2025 and 23 on-going action items.

The Initial Priorities identified by the Plan are as follows:

Improve the Development/Redevelopment Process

- Update the zoning ordinance to reflect contemporary land use issues while preserving the identity and character of Prairie Village
- Consider revising the zoning ordinance to allow more residential, commercial, and office development, particularly in walkable, mixed-use areas of greater intensity
- Consider updating building codes to facilitate renovation and rehabilitation activities

Keep Neighborhoods Vibrant

- Examine incentive programs to encourage home renovation
- Allow for a greater variety of housing types throughout Prairie Village

- Develop and promote the use of a design style guide for renovation to create housing that meets the preferences of today’s homebuyers and is sensitive to the character of existing neighborhoods
- Offer workshops to educate and inform about issues related to zoning, building codes, and home maintenance in residential areas.

Encourage Appropriate Redevelopment

- Permit higher residential densities and mixed uses near existing commercial areas and along arterial roadways
- Consider developing a redevelopment plan for Meadowbrook Country Club.

Improve Communications

- Enhance communication between government officials and the public. Enhance transparency of processes and financial accountability.
- Consider more aggressively marketing Prairie Village to attract new business establishments and expand the tax base.

Jamie Green stated the next step for the Planning Commission is to adopt the Plan and forward it to the City Council for adoption and implementation. He stated it has been a pleasure working with the Commission, steering committee, elected officials, staff and residents.

Chairman Ken Vaughn asked for comments from the audience:

Ted Coleman, 7512 Pawnee, asked for clarification on what the Commission was voting. Chairman Vaughn stated the Commission’s action would be to adopt the Plan by resolution and forward it to the City Council for adoption and implementation. The Plan presents concepts and establishes an action agenda.

Mr. Coleman confirmed the specific recommendations in the plan would be voted on at a later time. He asked how TIF money would impact the Plan.

Robb McKim responded that TIF is a development tool and the state law allows cities to implement TIF, should they choose to do so, on a city by city basis. Mr. McKim stated the Plan does not initiate specific action. It identifies things that can be done, asks questions and give the city and residents the opportunity to explore options.

Mr. Coleman stressed the need for continued communication in this process as items were being considered.

Dale Warman, 6501 Hodges, addressed the Commission in support of the Plan and urged it to move the Plan forward to the City Council for adoption. Mr. Warman stated he was actively involved in the community workshops and feels the Plan ties together the comments made by the residents participating in those sessions. He noted adoption of the Plan directs further investigation of recommendations and does not require any immediate action.

Christine Jennings, 7105 Cedar, asked when redevelopment occurred how it would be financed. Ken Vaughn responded a plan would be presented by the owner of the property for the development of his property. Any financing would be the responsibility of the owner.

Louise Davis, 5301 West 64th Terrace, stated she participated in each workshop and appreciated the opportunity to be involved. She sees the Plan as a framework for the future and thanked the steering committee for all their work and effort over the past two years.

Terrance Gallagher, 2201 West 79th Terrace, stated he was involved as a member of the steering committee and felt this was an excellent opportunity for the City to reach out and ask citizens what they want. He feels it is a good plan which allows citizens input in how the city will grow and be developed. He urged the Commission to adopt the Plan and forward it on to the City Council.

Ken Vaughn stated he appreciated everything that went into the creation of this Plan and the citizens for their input and comments, not only this evening, but throughout the development of the Plan. With no one else wishing to address the Commission, the Public Hearing was closed at 10:05.

Ron Williamson stated the Plan is an overall statement of vision for the City identifying where it wants to go and will be reviewed in conjunction with all future applications before the Planning Commission.

Ken Vaughn noted the state statutes require the Commission to review the Plan annually.

Robb McKim expressed appreciation for the leadership of Ken Vaughn and Marlene Nagel in co-chairing the Steering Committee and facilitating a diverse group of individuals to arrive at consensus for the creation of a very good plan.

Marlene Nagel moved the Planning Commission adopt by Resolution the Village Vision Strategic Investment Plan, 2007, and all maps and exhibits identified therein as the Comprehensive Plan for the City of Prairie Village, Kansas and forward its recommendation for adoption to the City Council. The motion was seconded by Randy Kronblad and passed unanimously.

OTHER BUSINESS

The Planning Commission Secretary stated the June agenda would include approval of a monument sign at 5301 West 75th Street, site plan approval for a retaining wall at 8912 Catalina and sign standard for 2200 West 75th Street along with the continued AT&T application and the probable return of the "mixed use district" ordinance from the City Council. Nancy Vennard stated because of the importance of this ordinance, she would like to have all Commission members present when it was considered. Mr. Lindeblad noted he would not be at the June meeting.

Nancy Vennard asked to receive a map indicating where Conditional Use Permits for locations of utility boxes have been approved and the coverage areas and information on what additional areas will be coming before the Commission for approval.

ADJOURNMENT

With no further business to come before the Commission, Chairman Ken Vaughn adjourned the meeting at 10:30 p.m.

Ken Vaughn
Chairman

Planning Commission Actions
Tuesday, June 5, 2007

PC2007-13 Request for Conditional Use Permit for Communication Utility Box at 7135 Buena Vista

The Commission continued the application to the July 10th Commission meeting at the request of the applicant.

PC2007-102 Request Monument Sign Approval for 5301 West 75th Street

The Commission approved PC2007-102 for a monument sign at 5301 West 75th Street subject to the following conditions:

- 1) That the applicant prepares a detailed landscape plan identifying the specific plant materials that would be placed around the base of the sign for approval by staff prior to the installation of the sign and install the landscaping at the time of sign installation.
- 2) That the applicant submits details of an illuminated sign for Planning Commission review and approval if illumination is desired.
- 3) That the proposed second line restating the name of the firm is removed from the sign face and
- 4) The measurement for the height of the sign starts at the north end of the sign.

PC2007-103 Request for Site Plan Approval for a Retaining Wall at 3404 West 71st St.

The Commission approved application PC2007-103 for site plan the proposed retaining wall as submitted with the area between the wall and the pillar will be constructed of wrought iron instead of brick.

PC2007-104 Request for Sign and Sign Standard Approval for 2200 West 75th Street

The Commission continued this application to its July 10th meeting with direction to the applicant to come back with additional sign options for consideration.

PC2007-10 Consider MXD Planned Mixed Use District regulations

The Commission moved to recommend the City Council approve amendments to the Zoning Regulations with the addition of Section 19.23 "MXD" Planned Mixed Use District as written.

COMMUNITY CENTER STUDY COMMITTEE
5 JUNE, 2007
MINUTES

The Community Center Study Committee met at 6:00 pm in the Executive Conference Room. Members present: David Belz, Chairman, Wayne Vennard, Bill Griffith, and Laura Wassmer. Also present: Barbara Vernon, Doug Luther, and Bob Pryzby.

Committee members discussed the prior conversations with the YMCA. Mr. Vennard said he does not believe the agreements between the YMCA and other communities (Platte County, Sugar Creek) would be in Prairie Village's best interests.

Mr. Griffith said the situation in Prairie Village is fundamentally different than in these two other communities. The YMCA already has a presence in Prairie Village, and the YMCA in Prairie Village is successful. It is known that a demand exists for this type of facility in the community. He suggested the committee go back to the Y and tell them that a different type of relationship would need to be crafted in order for the City and the Y to partner on a new facility. The City would be willing to discuss these alternatives. Committee members encouraged Mr. Griffith to contact the Y to determine if other partnership options are possible.

Ms. Wassmer said the Y in Prairie Village recently replaced many pieces of equipment, and the facility is usually very busy.

Ms. Wassmer said the City does not need to hire a consultant to do a market study. She said committee members could make phone calls and obtain the information themselves.

Committee members noted that there are many fitness centers in the area, including 24 Hour Fitness, the YMCA, the Sylvester Powell Community Center, and the Overland Park Community Center which will open this fall. It is possible that the market is already saturated with these facilities.

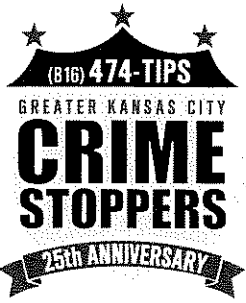
Committee members noted, however, that there is a demand for meeting rooms in Prairie Village, and the City does not have facilities to meet this need.

After discussion, committee members agreed to narrow their search to include meeting space. Committee members will contact schools, churches, and other facilities in to determine how much meeting space is available in the City, the cost of reserving this space, and how much excess capacity exists.

The Committee agreed to meet again in August to review the survey results

There being no further business, the meeting adjourned.

David Belz
Chairman



KANSAS CITY METROPOLITAN
CRIME COMMISSION

May 25, 2007

Mayor Ronald Shaffer
City of Prairie Village, KS
7700 Mission Road
Prairie Village, KS 66208

Dear Mayor Shaffer:

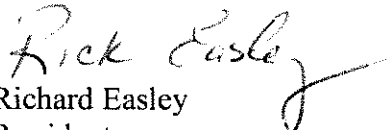
The Kansas City Metropolitan Crime Commission appreciates your support of the Crime Stoppers 474-TIPS Hotline. Thank you for contracting for service with the Crime Commission in the amount of \$3,000.00.

The Crime Stoppers TIPS Hotline is an extended tool for **all law enforcement** to obtain information and assist them by taking the calls. It allows the caller to remain anonymous and receive rewards for their information once an arrest is made. Without local support, Crime Stoppers would not exist and hundreds of dangerous fugitives would remain on our streets and in our neighborhoods. This important program works because of your generosity and support.

If the Crime Commission or its Crime Stoppers TIPS Hotline can ever assist you, please do not hesitate to call.

Again we thank you for your support.

Sincerely,


Richard Easley
President
RE/am

Crime Stoppers Greater Kansas City

3100 Main Street, Suite 201
Kansas City, MO 64111
816-474-TIPS
Admin: 816-960-6600
Fax: 816-960-6800
www.kc-crime.org

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The University of Kansas Medical Center

School of Medicine
Department of Ophthalmology

June 4, 2007

Mr. Ronald Shaffer
Mayor
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208-4230

Dear Mr. Shaffer:

Thank you for your participation in the ribbon cutting ceremony at the KU Eye Open House. The support of the community is critical to the success of any business and we are confident we have chosen well in selecting Prairie Village for our clinic.

We look forward to watching our ophthalmology practice grow and to your continuing support in the years to come.

Best wishes,



John E. Sutphin, M.D.
Professor and Chair
Department of Ophthalmology
University of Kansas Medical Center

KUMC Faculty
John E. Sutphin, MD, Chair
Thomas J. Whittaker, MD
William A. Godfrey, MD
Martin A. Mainster, PhD, MD
Blake Cooper, MD
David Dyer, MD
Gregory Fox, MD
Michael Stiles, MD
Ann Stechschulte, MD
Beatty Suiter, MD
George T. Timberlake, PhD

Cornea

John E. Sutphin, MD
Joseph Tauber, MD

General Ophthalmology

Ann Stechschulte, MD
Frank E. McKee, MD
Gurinder Singh, MD

Glaucoma and Anterior Segment

Michael Stiles, MD

Neuro-Ophthalmology

Thomas J. Whittaker, MD

Pediatric Ophthalmology

Gerhard W. Cibis, MD

Oculoplastics

Research

George T. Timberlake, PhD

Retina and Vitreous

King Y. Lee, MD
Martin A. Mainster, PhD, MD
Blake Cooper, MD
David Dyer, MD
Gregory Fox, MD
Beatty Suiter, MD

Uveitis

William A. Godfrey, MD

NOTEWORTHY

June 2007

JUNE BIRTHDAYS & ANNIVERSARIES

Birthday Wishes to...

06/05	Penny Mann	Adm. Sup. Spec.
06/07	Cail Hendry	Laborer
06/23	Dan Stewart	Police Officer
06/28	Dawn Johnson	Police Officer
06/29	Miriam Russell	Dispatcher

We appreciate your years of service...

Ronnie Wilson	Crew Leader	30 years
James Jarrett	Maint. Worker (Sr.)	16 years
Mark Gilmore	Crew Leader	16 years
Miriam Russell	Dispatcher	15 years
Bill Baldwin	Police Officer	7 years
Nic Sanders	Human Res. Off.	3 years
Landon Stecklein	Laborer	3 years
Donna Blake	Adm. Sup. Spec.	2 years
Sheila Hopkins	Adm. Sup. Spec.	1 year
Jeanne Koontz	Executive Assistant	1 year

Welcome back to our summer staff... Joel Rjos has returned as the Pool Manager and with him an able bodied staff to serve and protect our pool patrons. Ryan Cope, our Tennis Pro, can also be found once again on the tennis courts inspiring our youth. We also welcome back Head Swim Coach, Rob Cole, Head Synchronized Swim Coach, Nancy Morgan, and Head Dive Coach Cathy Jones. It is good to see you all again – have a great summer!

Speaking of the pool – Congratulations to Bob Pryzby and his Staff for their “on time” completion of the pool. And a “pat on the back” to the City Clerk’s staff for their efforts in selling and producing pool passes.



Seth and Dorothy Meyer welcome Tanner Matthew, who was born May 29, 2007 at 2:14 am. He is 7 lbs. 11 oz. and 19.75 inches long. Dorothy and Tanner are both healthy and doing well.



Chad and Amy Loughman welcome James Terry who was born May 24, 2007 at 4 am. He is 7 ½ lbs and 19 inches long.

Help for Heartburn

Gastroesophageal reflux disease (GERD) is a digestive disorder. It occurs when the stomach's contents flow up into the esophagus. The acidic juices irritate the esophagus and cause the main symptom of GERD, heartburn—burning pain that can be felt in the chest or back of the throat. Fortunately, many people can find relief by making a few simple lifestyle changes.

Symptoms

In addition to heartburn—also called acid reflux—other symptoms of GERD include:

- Burning pain in the chest* or upper abdomen, especially after you eat or lie down
- Backflow of stomach contents into your mouth
- Burping, especially with an acidic or sour taste
- Chronic sour or bitter taste in the mouth
- Difficulty swallowing
- Hoarseness, especially in the morning
- Sore throat
- Coughing, wheezing or repeatedly needing to clear your throat

*** Because it's sometimes difficult to tell what's causing chest pain, see your doctor right away if you have this symptom. He or she will want to rule out a heart problem.**

Prevention

The following lifestyle changes not only can prevent GERD, they also can help treat it:

- Avoid foods and drinks that cause GERD symptoms. These include chocolate, peppermint, fatty foods, coffee, alcoholic beverages, citrus fruits and juices, tomato products and pepper.
- Eat smaller, more frequent meals. Avoid eating within two to three hours of bedtime and don't lie down after eating.
- Elevate the head of your bed about six inches. Place blocks under the legs of your headboard or put a solid foam wedge under the head of your mattress. Simply using extra pillows may not help.
- Avoid wearing tight-fitting clothes, especially around your abdomen.
- Maintain a healthy weight.
- Don't smoke.

Taking antacids may help neutralize the acid in the esophagus and stomach, reducing heartburn symptoms. But, long-term use can have side effects, so talk with your doctor if antacids are needed for more than three weeks. Be sure to get a definitive diagnosis if symptoms persist. Your doctor may need to rule out other possible causes—or find ways to more effectively manage your symptoms.

If left untreated, GERD can lead to serious complications such as esophageal ulcers or cancer of the esophagus. If you only have heartburn every now and then, you probably don't have GERD. But, if you have any of these symptoms on a regular basis, see your doctor. He or she can help you find relief.

Call Care24 any time for answers to your health-related questions. Caring registered nurses are available 24 hours every day. And you can get more health information online—at myuhc.com[®].

Care24 1-888-887-4114

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

www.myuhc.com

Council Members Mark Your Calendars June 18, 2007

June 2007	Jack O'Hara watercolors exhibit in the R. G. Endres Gallery
June 19	Chamber Golf Classic
June 22	Moonlight Swim - 8:30 to 10:00 p.m.
June 25	Budget Worksession
July 2007	Senior Arts Council mixed media exhibit in the R. G. Endres Gallery
July 2	City Council Meeting
July 4	VillageFest 2007
July 4	City offices closed in observance of Independence Day
July 7	Council Retreat
July 9	Budget Worksession
July 13	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
July 13	Moonlight Swim - 8:30 to 10:00 p.m.
July 16	City Council Meeting
July 17	All city Swim Team Meet - Pool closed to the public all day
July 29	Water show at 8:30 p.m.
August 2007	Shawn Bohs photography exhibit in the R. G. Endres Gallery
August 6	City Council Meeting
August 10	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
August 10	Moonlight Swim - 8:30 to 10:00 p.m.
August 13	Reduced hours at the pool begin - opens at 4:30 p.m. weekdays
August 20	City Council Meeting
August 23	Shawnee Mission Education Foundation 15 th Annual Fall Breakfast
September 2007	Barney Newcom oils exhibit in the R. G. Endres Gallery
September 3	City offices closed in observance of Labor Day
September 3	Pool closes for the season at 6:00 p.m.
September 4(Tuesday)	City Council Meeting
September 14	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
September 17	City Council Meeting
October 2007	No exhibit scheduled yet in the R. G. Endres Gallery
October 1	City Council Meeting
October 6-9	League of Kansas Municipalities Annual Conference - OP Convention Center
October 15	City Council Meeting
November 2007	Mid-America Pastel Society exhibit in the R. G. Endres Gallery
November 5	City Council Meeting
November 9	Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
November 13-17	National League of Cities Annual Conference in New Orleans
November 19	City Council Meeting
November 22-23	City offices closed in observance of Thanksgiving

November 26 Mayor's Holiday Tree Lighting - Corinth Shopping Center

December 2007 Christi Roberts-Bony mixed media R. G. Endres Gallery

December 3 City Council Meeting

December 7 Mayor's Holiday Gala

December 14 Artist reception in R. G. Endres Gallery 6:30 to 7:20 p.m.

December 17 City Council Meeting

December 25 City offices closed in observance of Christmas

ANIMAL CONTROL COMMITTEE

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

COMMUNICATIONS COMMITTEE

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

COUNCIL COMMITTEE

COU99-13 Consider Property Audits (assigned 4/12/99)
COU2000-42 Consider a proactive plan to address the reuse of school sites that may become available (assigned Strategic Plan for 4th Quarter 2001)
COU2000-44 Provide direction to PVDC regarding its function / duties (2000 Strategic Plan)
COU2000-45 Review current City definition for blight and redefine it where appropriate (assigned 2000 Strategic Plan)
COU2004-10 Develop programs to promote and encourage owner occupied housing (transferred from PVDC on 3/15/2004)
COU2004-11 Identify potential redevelopment areas and encourage redevelopment proposals (transferred from PVDC on 3/15/2004)
COU2004-12 Pursue development of higher value single-family housing (transferred from PVDC on 3/15/2004)
COU2004-13 Proactively encourage redevelopment to increase property values (transferred from PVDC on 3/15/2004)
COU2004-14 Meet with the Homes Association of the Country Club District (HACCD) to obtain their input regarding deed restrictions (transferred from PVDC on 3/15/2004)
COU2005-17 Consider how to expand leadership opportunities for Council (assigned 9/6/2005)
COU2005-19 Consider term limits for elected officials and committees (assigned 9/6/2005)
COU2005-21 Develop a policy for use of Fund Balance (assigned 9/6/2005)
COU2005-27 Consider concept of Outcomes Measurement or Quantifying Objectives (assigned 9/6/2005)
COU2005-44 Consider YMCA Partnership (assigned 12/14/2005)
COU2006-05 Consider Committee Structure (assigned 4/25/2006)
COU2006-20 Consider Project 191020: Colonial Pedestrian Bridge Replacement (assigned 8/1/2006)
COU2006-26 Consider Project 190862: 75th Street from Nall Avenue to Mission Road (CARS) (assigned 8/28/2006)
COU2006-27 Consider Project 190855: Tomahawk Road Bridge Replacement (assigned 8/28/2006)
COU2006-33 Consider Lease of Public Works from Highwoods Properties, Inc. (assigned 8/29/2006)
COU2006-38 Consider Park & Recreation Committee Report (assigned 09/27/2006)
COU2006-54 Consider Renewal of Special Use Permit at 7700 Mission Road (assigned 12/7/2006)
COU2006-55 Consider Project SP105: 2007 Crack Seal/Slurry Seal/Microsurfacing Program (assigned 12/27/2006)
COU2006-56 Consider Project 191019: Canterbury Street Sidewalk Improvements (assigned 12/21/2006)

COU2007-02 Consider Reducing the size of the Council (assigned 1/8/2007)
COU2007-08 Consider 2008 Budget (assigned 1/11/2007)
COU2007-10 Consider Recognition of Prairie Village families with service personnel in Iraq, Afghanistan or other dangerous areas (assigned 1/11/2007)
COU2007-11 Consider SP107: 2007 Street Repair Program (1/31/2007)

COMMITTEE AGENDA

June 18, 2007

- COU2007-19 Consider Project 190860: 2007 Street Resurfacing Program (assigned 2/14/2007)
COU2007-22 Consider Project 190718: 2007 Storm Drainage Repair Program (assigned 2/28/2007)
COU2007-27 Consider Project 190864 - 2008 Paving Program (assigned 3/9/2007)
COU2007-31 Consider City Administrator/City Manager forms of government (assigned 3/19/32007)
COU2007-32 Consider cleaning of HVAC systems in City buildings (assigned 3/29/2007)
COU2007-33 Consider Project 190719: 2008 Storm Drainage Repair Program (assigned 4/11/2007)
COU2007-34 Consider Traffic Engineer Report for 79th Street and Roe Avenue Intersection (assigned 4/11/2007)
COU2007-35 Consider Project 190709: 83rd Street/Delmar Drainage Improvements (moved from POL 2004-15 - assigned 4/11/2007)
COU2007-38 Consider "MXD" Planned Mixed Use District amendment (assigned 4/30/2007)
COU2007-40 Consider Code Enforcement - Interior Inspections (assigned 5/2/2007)
COU2007-42 Consider 2007 Utility Assistance Program (assigned 5/21/2007)
COU2007-43 Consider Providing Public Works Services to the City of Mission Hills (assigned 5/29/2007)
COU2007-44 Consider 2008 Solid Waste Agreement (assigned 6/8/2007)
COU2007-45 Consider 2008 Solid Waste Assessment (assigned 6/8/2007)
COU2007-46 Consider Regional Public Mutual Aid Agreement (assigned 6/13/2007)

LEGISLATIVE/FINANCE COMMITTEE

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

PARKS AND RECREATION COMMITTEE

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

PLANNING COMMISSION

- PC2000-01 Consider the inclusion of mixed-use developments in the City and create guidelines criteria and zoning regulations for their location and development (assigned Strategic Plan)
PC2000-02 Consider Meadowbrook Country Club as a golf course or public open space - Do not permit redevelopment for non-recreational uses (assigned Strategic Plan 2nd Qtr 2001)

POLICY/SERVICES

- POL2004-15 Consider Project 190709: Somerset, Delmar to Fontana (assigned 8/26/2004)- Moved to **COU2007-35**
POL2004-16 Consider Project 190708: Tomahawk Road Nall to Roe (assigned 8/26/2004)
POL2005-04 Consider Project 190809: 75th Street and State Line Road (assigned 2/1/2005)
POL2005-30 Consider Project 190855: Tomahawk Road Bridge (assigned 11/1/2005) - Moved to **COU2006-27**

PRAIRIE VILLAGE ARTS COUNCIL

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