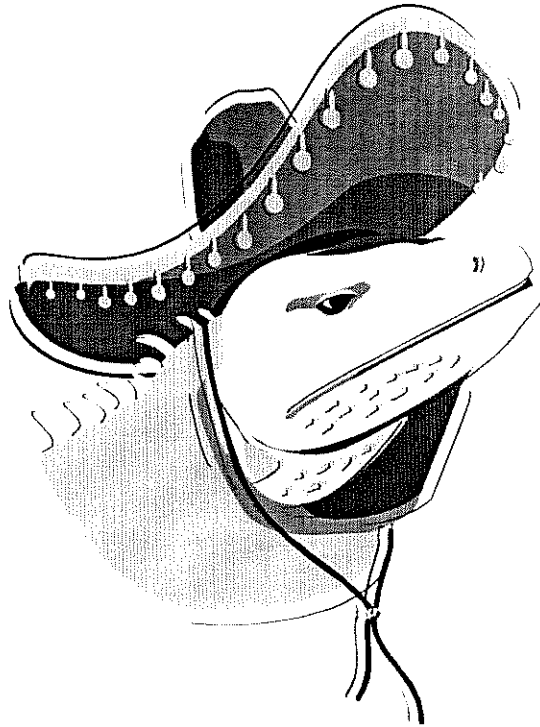


City Council Meeting

April 16, 2007



*Dinner
provided by:*

SALTY IGUANA

Burritos and Enchiladas

Beans and Rice

Iguana dip,

Chips and sauce

COUNCIL COMMITTEE
April 16, 2007
6:00 P.M.
Council Chamber

AGENDA

DAVID BELZ

CONSENT AGENDA

- COU2006-54 Continue Special Use Permit for Communications Antenna
at 7700 Mission Road
- *COU2006-55 Consider Project SP105: Crack seal/Slurry seal/Micro
Surfacing Program - Change Order #1
- *COU2007-33 Consider Project 190719: 2008 Storm Drainage Repair
Programs - Consultant Agreement with GBA, Inc.

AGENDA ITEMS

- COU2007-34 Consider Traffic Engineer Report for 79th Street & Roe
Avenue Intersection
Bob Pryzby and Paul Plotas
- COU2007-35 Consider Project 190709: 83rd Street, Delmar Street
Drainage Improvements
Tom Trienens and Bill Cunningham
- COU2006-56 Consider Project 191019: 2007 Canterbury Sidewalk
Improvements - Change Order #2
Tom Trienens
- COU2007-17 Consider Education Policy Amendments
Doug Luther
- COU2007-36 Consider Council Retreat

*REQUESTING COUNCIL ACTION SAME EVENING

COU2006-55 CONSIDER PROJECT SP105: 2007 CRACK SEAL/SLURRY SEAL/MICRO SURFACING PROGRAM

Background:

Prior to micro surfacing Mission Road, which is a joint project with the City of Leawood, it will be necessary to perform some pavement repairs. Attached is a copy of the Construction Change Order #1 for Project SP105: 2007 Crack Seal/Slurry Seal/Micro Surfacing Program in the amount of \$22,234.98

Financial Impact:

Funds are available in the Public Works Operations Budget.

Suggested Motion:

Move to approve Construction Change Order #1 to Musselman and Hall Contractors in the amount of \$22,234.98 with this funding coming from the operations budget.

Explanation of Changes

Project SP105; 2007 Crack Seal/Slurry Seal/Microsurfacing Program. This change order is to cover the following items:

Pavement Repairs on Mission Road.

This change order increases the contract amount by \$22,234.98

Calendar days were **not** added as result of this change order.

Original Contract Price	<u>\$263,000.00</u>
Current Contract Price, as adjusted by previous Change Orders	<u>\$263,000.00</u>
NET increase or decrease this Change Order	<u>\$22,234.98</u>
New Contract Price	<u><u>\$285,234.98</u></u>

Change to Contract Time

The current contract deadline of August 1, 2007 will remain the same.

The City does **not** anticipate a related Engineering Change Order.

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

4/10/07
Date

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

Date

Joe H. Snyder
Howie Snyder

April 10, 2007
Date

COU2007-33 CONSIDER PROJECT 190719: 2008 STORM DRAINAGE REPAIR PROGRAM

Background:

Attached is a copy of the design agreement for Project 190719: 2008 Storm Drainage Repair Program. The consultant selection committee chose George Butler Associates, Inc. to perform the design for this project. The agreement contains the typical four phases, Concept Study, Preliminary Design, Final Design and Bidding. The agreement provides for the completion of the Concept Study at this time. The Design and Bidding Phases will be amendments to this agreement at later dates. Two of the locations are bridges which will be reviewed for repairs based on the 2006 biannual bridge inspection report.

Financial Impact:

Funds are available in the Capital Infrastructure Program with \$3000.00 being used from the Public Works Operations Budget for bridge repairs.

Suggested Motion:

Move to approve the Drainage Consultant Agreement with George Butler Associates, Inc for \$32,000.00 using funds in Capital Infrastructure Program Project 190719 and \$3000.00 from the Public Works Operations Budget.

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT 190719: 2008 STORM DRAINAGE REPAIR PROGRAM

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, 2007, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “City”, and George Butler Associates, Inc., a corporation with offices at One Renner Ridge, 9801 Renner Boulevard, Lenexa, KS 66219, hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, City has determined a need to retain a professional engineering firm to provide civil engineering services for Design Services of Project 190719: 2008 Storm Drainage Repair Program, hereinafter called the “**Project**”,

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

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

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

1. CITY RESPONSIBILITIES

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

- 1.5. The City shall diligently review all submittals presented by the Consultant.
- 1.6. The City has funded \$700,000 for this project with the following proposed locations of work:
 - **Curb Inlet Replacement:**
Approximately 30 curb inlets to be reviewed for replacement.
 - **Prairie Lane Drainage:**
Several collapsed pipes have been reported and temporarily repaired by Public Works crews. Public Works will supply any televising that may be necessary, including manpower and equipment. This entire area will have to be investigated in the Concept phase. Larkin reports ponding at Elmonte/69th Street where a new in let may be considered.
 - **RCB under Mission Road 150 feet north of Delmar Drive:**
Check for necessary repairs/replacement. Half of this RCB belongs to Mission Hills. Inspect entire box. Determine appropriate size of new box (if necessary) as per new APWA criteria.
 - **RCB under Mission Road 90 feet south of 66th Street:**
Repairs to wall on west end.
 - **RCB under 67th Street 60 feet west of Delmar Street:**
Steel beam is deteriorating. Does box need to be replaced? Determine appropriate size of new box (if necessary) as per new APWA criteria.
 - **67th Street Pedestrian Bridge 60 feet west of Delmar Street:**
Repair abutments as per 2006 Bridge Inspection Report. Bridge may be eliminated if a new RCB is needed adjacent to bridge. (See above).
 - **75th Street/Nall Avenue twin bridges:**
Floor repairs?
 - **89th Street/Alhambra:** Water ponds on the northwest corner. Possibly reconstruct corner or add storm drainage down to Mission Road. Water runs off yards on south side of 89th Street.
 - **Other drainage work may also be added at a later date to meet budget.**

2. CONSULTANT RESPONSIBILITIES

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

authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

2.5 The proposed locations of work and the basic scope of work in order of priority are:

3. SCOPE OF CONSULTANT SERVICES

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

3.2 Concept Study

- 3.2.1 Schedule and attend one startup meeting with the City to confirm project goals, schedule, budget and expectations. Project number, budget and project philosophy will be discussed.
- 3.2.2 Review available plans, previous studies, and pertinent information regarding the Project with City staff.
- 3.2.3 Make on site field investigations as required, to define and to verify Project construction needs, limits, alignment, underground utilities, nature and extent of proposed Project. Special attention will be given to facilities, and other items needed to define clearly the Project intent.
- 3.2.4 Prepare a schematic plan.
- 3.2.5 Prepare an estimate of probable cost detailing typical construction pay items, separate consulting costs, acquisition of land and easements. Add to the total of construction, consulting and other costs a contingency of 20 percent.
- 3.2.6 Attend monthly meetings with City to review and prioritize the preliminary findings.
- 3.2.7 Keep minutes of all meetings and disperse to all attendees within five work days.
- 3.2.8 Deliver map, list of project locations, probable cost, and description of construction contained within a feasibility report to the City.

3.3 Preliminary Design

Following review and approval of feasibility study phase by the City and after the City issues a notice to proceed with this phase; the Consultant shall proceed to provide these services:

- 3.3.1 Prepare preliminary documents for construction. Preliminary construction documents shall show the nature and extent of improvements, the conditions under which the Contractor shall work and the general conditions of contractual relations.
- 3.3.2 Preliminary plans shall include:
 - Cover Sheet
 - Typical Sections
 - Preliminary Plan and Profile Sheet for Storm Sewers
 - Standard Detail Sheets
 - Special Detail Sheets
- 3.3.3 Present one set of preliminary plans each to the City and to the other appropriate governmental agencies and utility companies as required.
- 3.3.4 Prepare an estimate of probable cost detailing typical construction pay items, separate consulting costs, acquisition of land or easements. Add a contingency fee of 20 percent to the sum of the construction cost, consulting fees and other pertinent costs such as acquisition of either land or easement.
- 3.3.5 Attend one public information meeting.
- 3.3.6 Keep minutes of all meetings and disperse to all attendees within five working days.
- 3.3.7 Conduct a field check of plans with City staff.

- 3.3.8 Update the City's Storm Drainage Study maps to show the completed improvements to the storm drainage system that are included in this program. Update the City Geographical Information System records to reflect changes.

3.4 Final Design

Following review and approval of preliminary design phase by the City and after the City issues a notice to proceed with this phase; the Consultant shall proceed to provide these services:

- 3.4.1 Review the preliminary design documents.
- 3.4.2 Address any comments from preliminary review.
- 3.4.3 Finish design documents.
- 3.4.4 Add necessary standard and special details sheets.
- 3.4.5 Submit one set of final plans and specifications to the City and to other appropriate governmental agencies and utility companies.
- 3.4.6 Write legal descriptions for permanent and temporary right-of-way and easements. Provide two copies of each document to the City.
- 3.4.7 Prepare a final construction cost estimate, including a compilation of typical construction pay items with unit work quantities and current estimated cost estimates. Add a contingency of 15 percent to the sum of the construction cost, consulting fees and other pertinent costs such as acquisition of either land or easement.
- 3.4.8 After receiving the permits and approvals, prepare all bid documents using City standard contract documents.
- 3.4.9 Keep minutes of all meetings and disperse to all attendees with five work days.
- 3.4.10 Provide one hard copy and electronic copy of any report, or drawing in Microsoft Word or Excel.
- 3.4.11 Provide files of the plan or drawing in Autodesk AutoCad.

3.5 Bidding Phase

Following final review by City staff and approval to proceed to bidding phase the Consultant shall undertake the following services:

- 3.5.1 Provide the City a notice of bid to Contractors for publication.
- 3.5.2 Mail notice to potential Contractors.
- 3.5.3 Provide to printing house, plans, bid documents, and specifications for purchasing by potential bidders.
- 3.5.4 Conduct a pre-bid meeting and answer questions as addenda to the contract bid.
- 3.5.6 Provide to the City a Consultant's estimate and bid tab sheet.
- 3.5.7 Attend bid opening and check all bids for accuracy.
- 3.5.8 Evaluate the bidders and make recommendation of award to the City.
- 3.5.9 Consultant will also be responsible to incorporate some previous drainage design by Larkin Group (Curb Inlet Replacements).

4. TIME SCHEDULE

- 4.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Project through completion of the Concept Phase, Preliminary Design Phase, Final Design Phase and Bidding Phase.
- 4.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or

changes in the various elements that comprise such rates of compensation.

- 4.3 Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Consultant shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances.
- 4.4 Should such circumstances occur, the consultant shall, within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- 4.5 Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Concept Phase	<u>June 15, 2007</u>
Preliminary Design Phase	<u>To Be Determined</u>
Final Design Phase	<u>To Be Determined</u>
Letting Date	<u>To Be Determined</u>

5 COMPENSATION

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

Concept Phase	Total Maximum Fee	<u>\$ 35,000.00</u>
Preliminary Design Phase	Total Maximum Fee	<u>\$ To Be Determined</u>
Final Design Phase	Total Maximum Fee	<u>\$ To Be Determined</u>
Bidding Phase	Total Maximum Fee	<u>\$ To Be Determined</u>
Total Fees		<u>\$35,000.00</u>

- 5.2 The compensation will be billed by Phase detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and Direct Non-Salary Costs.
- 5.3 The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- 5.4 All billings must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred. This documentation shall include personnel by job classification, hourly rate, number of hours, description of subconsultant services and detail list of Direct Non-Salary Costs.

- 5.5 The maximum fee shall not be changed unless adjusted by an Engineering Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Engineering Change Order will be for major changes in scope, time or complexity of Project.

6 GENERAL PROVISIONS

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

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

- 6.4 **Insurance:** The Consultant shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles; (d) errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City. In addition, Consultant agrees to require all consultants and subconsultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- 6.4.1 Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled or coverage reduced until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which

case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing.

- 6.4.2 Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- 6.4.3 If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- 6.5 **Termination:** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- 6.6 **Controlling Law:** This Agreement is to be governed by the laws of the State of Kansas.
- 6.7 **Indemnity:** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any subconsultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent acts, errors, or omissions of the Consultant or its subconsultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants. Consultant shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim to the extent and in proportion to the comparative degree of fault of the Consultant and its subconsultants.
- 6.8 **Severability:** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- 6.9 **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by

facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

6.10 **Successors and Assigns:** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.

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

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

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

City:

City of Prairie Village, Kansas

By: _____
Ronald L. Shaffer, Mayor

Address for giving notices:

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

Telephone: 913-385-4600

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

George Butler Associates, Inc.

By William C. Carter
William C. Carter

Address for giving notices:

George Butler Associates, Inc.
One Renner Ridge
9801 Renner Boulevard
Lenexa, KS 66219

Telephone: 913-492-0400

APPROVED AS TO FORM BY:

Charles E. Wetzler, City Attorney

COU2007-34 CONSIDER TRAFFIC ENGINEER REPORT FOR 79TH STREET AND ROE AVENUE INTERSECTION

Background:

Attached is a report prepared by Paul Plotas, Traffic Engineer, TranSystems, on the evaluation of a traffic signal at 79th Street and Roe Avenue Intersection. This intersection has been a subject of discussion in the last three Traffic Safety Study prepared every five years. The City Council requested this new report to investigate all the potential options based on the latest traffic data and a more detailed look at the intersection.

The report finds the latest data is inclusive on the need for a traffic signal. The report concludes that the level of service is marginally unacceptable on one approach only. It further finds the crash rate is relatively high for Prairie Village, but consistent with other four-way stops in the area. Consequently, the benefits of a traffic signal appear to not be significant enough to overcome the potential of more severe accidents.

Mr. Plotas will be in attendance to answer questions.

Financial Impact:

There is no financial impact at this time.

Suggested Motion:

The City Council moves to make no changes to the four-way stop at the intersection of 79th Street and Roe Avenue.



Memorandum

2400 Pershing Road
Suite 400
Kansas City, MO 64108
Tel 816 329 8600
Fax 816 329 8601

www.transystems.com

To: Bob Pryzby
City of Prairie Village

From: Paul Plotas, PE, PTOE
Josh Thiede, E.I.

Phone:

Date: 03-28-2007

Client Project No.:

TranSystems Project No.: P101070081

Subject: 79th Street and Roe Avenue

An intersection analysis was requested at 79th Street and Roe Avenue, to collect and organize traffic data. A cursory analysis was completed to determine what effects improvements would have on the intersection's operation. Data was collected during two different peak times, P.M. peak hour and School dismissal (Kansas City Christian School). The P.M. peak hour lasts from 5:00 until 6:00 P.M., and the school dismissal corresponds with the time from 3:00 until 4:00 P.M... These peaks can be observed in **Figure 1** attached with this memo. Crash information was also collected for the intersection as well as similar four-way stop controlled intersections in the area. Finally the crash rate at the intersection of 79th Street and Roe Avenue was compared to similar four-way stop controlled intersections in the area to assess safety.

Operations

In an effort to reduce the level of traffic information gathered and analyzed turning movement counts were collected on January 25th of 2007 for two time periods: the P.M. peak hour which lasts from 5:00 until 6:00 P.M. and the school dismissal which corresponds with the time from 3:00 until 4:00 P.M. Kansas City Christian School, located one block east of Roe Avenue on 79th Street, has a 3:15 elementary school dismissal and a 3:30 high school dismissal.

Based on data shown in Figure 1, A.M. peak hour traffic volumes are lower than P.M. peak hour traffic volumes. Therefore, even though A.M. peak hour traffic volumes were not collected, it is expected that A.M. traffic operations at the 79th Street and Roe intersection will be similar, if not slightly better than the P.M. traffic operations. .

A traffic signal warrant analysis was originally completed in 2006 by TranSystems in the Prairie Village 2005 Traffic Safety Study Update, to determine if signalizing the intersection of 79th Street and Roe Avenue would be appropriate. At the time the analysis was done the intersection met the peak hour warrant, but during the A.M. peak hour only. When counts were taken in January of 2007 the intersection did not appear to meet the minimum thresholds required to warrant a traffic signal installation in either the A.M. or the P.M. peak hours. In 2006 the intersection met the peak hour warrant by a narrow margin, and in 2007 it fell short of meeting the threshold by a narrow margin. For this reason we created scenarios for looking at the intersection in both signalized and unsignalized conditions.

For each of the scenarios, the 79th Street and Roe Avenue intersection was evaluated based on the methodologies outlined in the Highway Capacity Manual, 2000 Edition, published by the Transportation Research Board. The operating conditions at an intersection are graded by the "level of service" experienced by drivers. Level of service (LOS) describes the quality of traffic operating conditions and is rated from "A" to "F". LOS A represents the most desirable condition with free-flow movement of traffic with minimal delays. LOS F generally indicates severely congested conditions with excessive delays to motorists. Intermediate grades of B, C, D, and E reflect incremental increase in the average delay per stopped vehicle. Delay

is measured in seconds per vehicle. Generally, LOS D is the minimum desirable goal for intersections. An intersection analysis was done at 79th Street and Roe Avenue for four scenarios. These scenarios are as listed below:

- Existing Conditions
- Addition of Left-Turn lanes on Northbound and Southbound Approaches
- Signalization with Existing Roadway Geometry
- Signalization and Addition of Left-Turn lanes on Northbound and Southbound Approaches

The results of the four scenarios are listed below in **Tables 1-4**.

Table 1 Intersection Level of Service Existing Conditions					
Intersection	Movement	School Dismissal Peak Hour		P.M. Peak Hour	
		LOS	Delay	LOS	Delay
79 th Street and Roe Avenue	<i>Eastbound</i>	C	15.6	C	17.8
	<i>Westbound</i>	B	14.3	C	16.2
	<i>Northbound</i>	C	17.0	D	34.3
	<i>Southbound</i>	C	17.7	E	36.0

LOS – Level of Service
Delay – Delay in Seconds per Vehicle

Note that delay for LOS D has a range of 25 to 35 seconds. An intersection with delay in the LOS E has a range of 35 to 50 seconds. The southbound LOS is at the short delay end of LOS E.

Table 2 Intersection Level of Service Stop Sign Control Addition of Left-turn Lanes					
Intersection	Movement	School Dismissal Peak Hour		P.M. Peak Hour	
		LOS	Delay	LOS	Delay
79 th Street and Roe Avenue	<i>Eastbound</i>	C	15.2	C	17.1
	<i>Westbound</i>	B	14.1	C	15.7
	<i>Northbound</i>	B	14.8	D	32.1
	<i>Southbound</i>	C	16.4	D	30.1

LOS – Level of Service
Delay – Delay in Seconds per Vehicle

Table 3 Intersection Level of Service Traffic Signal Control Existing Road Geometry					
Intersection	Movement	School Dismissal Peak Hour		P.M. Peak Hour	
		LOS	Delay	LOS	Delay
79 th Street and Roe Avenue	<i>Eastbound</i>	A	9.8	A	9.4
	<i>Westbound</i>	A	9.5	A	9.0
	<i>Northbound</i>	B	11.0	B	14.0
	<i>Southbound</i>	B	11.0	B	13.8

LOS – Level of Service
Delay – Delay in Seconds per Vehicle

Table 4 Intersection Level of Service Addition of Signalization and Left-turn Lanes to NB and SB Approaches					
Intersection	Movement	School Dismissal Peak Hour		P.M. Peak Hour	
		LOS	Delay	LOS	Delay
79 th Street and Roe Avenue	<i>Eastbound</i>	A	9.8	B	10.6
	<i>Westbound</i>	A	9.5	B	10.0
	<i>Northbound</i>	A	9.5	B	10.7
	<i>Southbound</i>	A	9.9	B	11.2

LOS – Level of Service
Delay – Delay in Seconds per Vehicle

Safety Comparison of Four-way Stop Intersection Control

A cursory safety study was done to compare the crash rate at the intersection of 79th Street and Roe Avenue to other similar intersections in the area. Using crash data taken from 2003 to 2006, information taken at 79th Street and Roe Avenue was compared against other four-way stop controlled intersections in the surrounding areas. The City of Overland Park provided accident data for four (4) of their four-way stop controlled intersections for comparison. The data that was compiled by intersection included average daily traffic and the number of accidents in a given year. The data collected from the surrounding intersections is listed below in Table 5. Note that the 87th and Lowell intersection has slightly lower traffic volumes than the 79th and Roe intersection. However, the 87th and Lowell intersection had higher crash rates in both 2003 and 2006.

Based on "79th and Roe Accident Summary", by Captain Jordan, dated February 6, 2007, many of the accidents over the past three years involved northbound vehicles. The following crashes were noted:

- 2004 – four out of five crashes involved a northbound vehicle.
- 2005 – four out of five crashes involved a northbound vehicle.
- 2006 – zero out of two crashes involved a northbound vehicle.
- Total – eight out of twelve crashes involved a northbound vehicle.

A possible explanation for the high involvement of northbound vehicles is that the neighborhood signs in the southeast and southwest corners of the intersection are blocking the view of northbound vehicles. See Figure A-1 for an overhead view of

the intersection. Based on sight distances shown on the aerial, the neighborhood signs do not appear to be a contributing factor in the crashes. There are no obvious physical features that contribute to the crashes at the intersection. Additionally, no physical features were identified as a contributing factor on any of the crash records that involved the north leg. It appears that the crashes were driver error; perhaps the approach offers too much visibility and drivers become complacent and inattentive.

During a site visit pictures were taken from a vehicle from all approaches to document sight distance problems at the intersection. These pictures are attached in the appendix, **Figures 2-13**. There is an existing vertical curve on the north leg of Roe Avenue. The sight distance of this vertical curve was measured to be 400 feet, which is adequate for the recommended sight distance of 390 feet for the posted speed of 35mph. Sight distances on all approaches of the intersection appear to be sufficient for a four-way stop.

Note that none of the crashes at 79th Street and Roe Avenue in the past five years resulted in an injury. All of the crashes were property damage only. This is logical since vehicles entering a four-way stop controlled intersection enter from a stop condition and will always be entering at relatively low speeds. Conversely, traffic entering signalized intersections enter at relatively high speeds. The higher speeds do result in higher speed crashes which correspondingly result in more severely damaged vehicles and can result in injury and even fatal crashes.

**Table 5
Intersection Crash Data**

Intersection	Average Daily Traffic	Year	Crashes	Crash Rate
79 th and Roe	12,250	2003	6	1.34
		2004	5	1.12
		2005	5	1.12
		2006	2	.45
87 th and Lamar	11,150	2003	3	.74
		2004	2	.49
		2005	2	.49
		2006	2	.49
99 th and Lamar	8,200	2003	2	.67
		2004	1	.33
		2005	2	.67
		2006	1	.33
87 th and Lowell	12,000	2003	6	1.37
		2004	4	.91
		2005	4	.91
		2006	8	1.83
99 th and Roe	12,700	2003	5	1.08
		2004	5	1.08
		2005	2	.43
		2006	1	.22

Crash Rate – Crashes per Million Vehicles Entering

Observations

Traffic data for the intersection of 79th Street and Roe Avenue was collected and organized. Based on the data collected, the following observations were made:

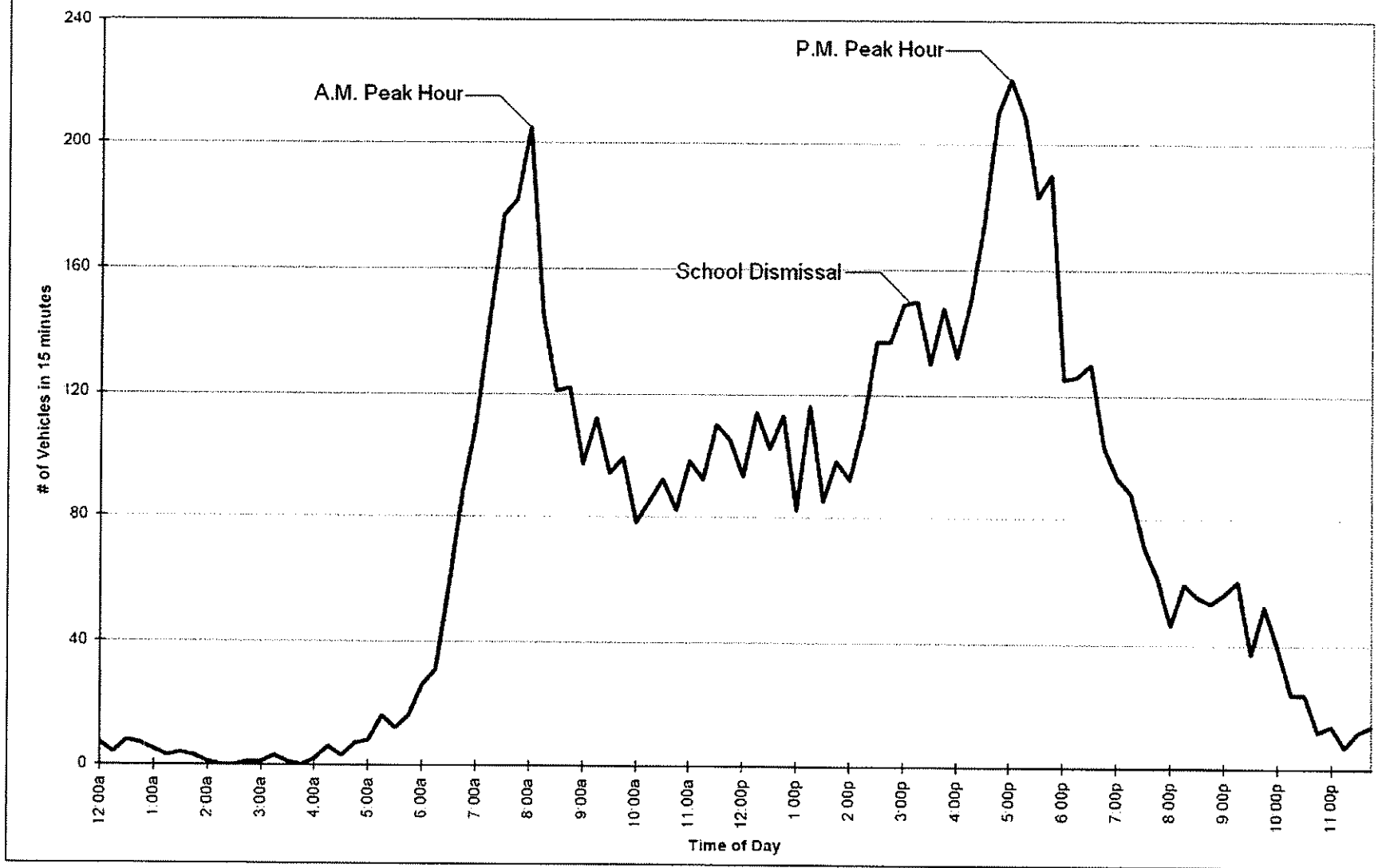
- The intersection currently operates at an acceptable level of service.
- The addition of left-turn lanes to the existing four-way stop controlled intersection would not significantly improve the amount of delay a driver would experience at this intersection.
- Traffic signal warrants were met based on 2006 traffic counts and were not met based on the most recent 2007 counts.
- The crash data at this intersection shows a crash rate that is similar to other intersections with similar volumes.
- Sight distances on all approaches of the intersection appear to be sufficient for a four-way stop.
- Sight distance on the north leg of Roe Avenue is over 400 feet, which is adequate for stopping sight distance for 30 mph.

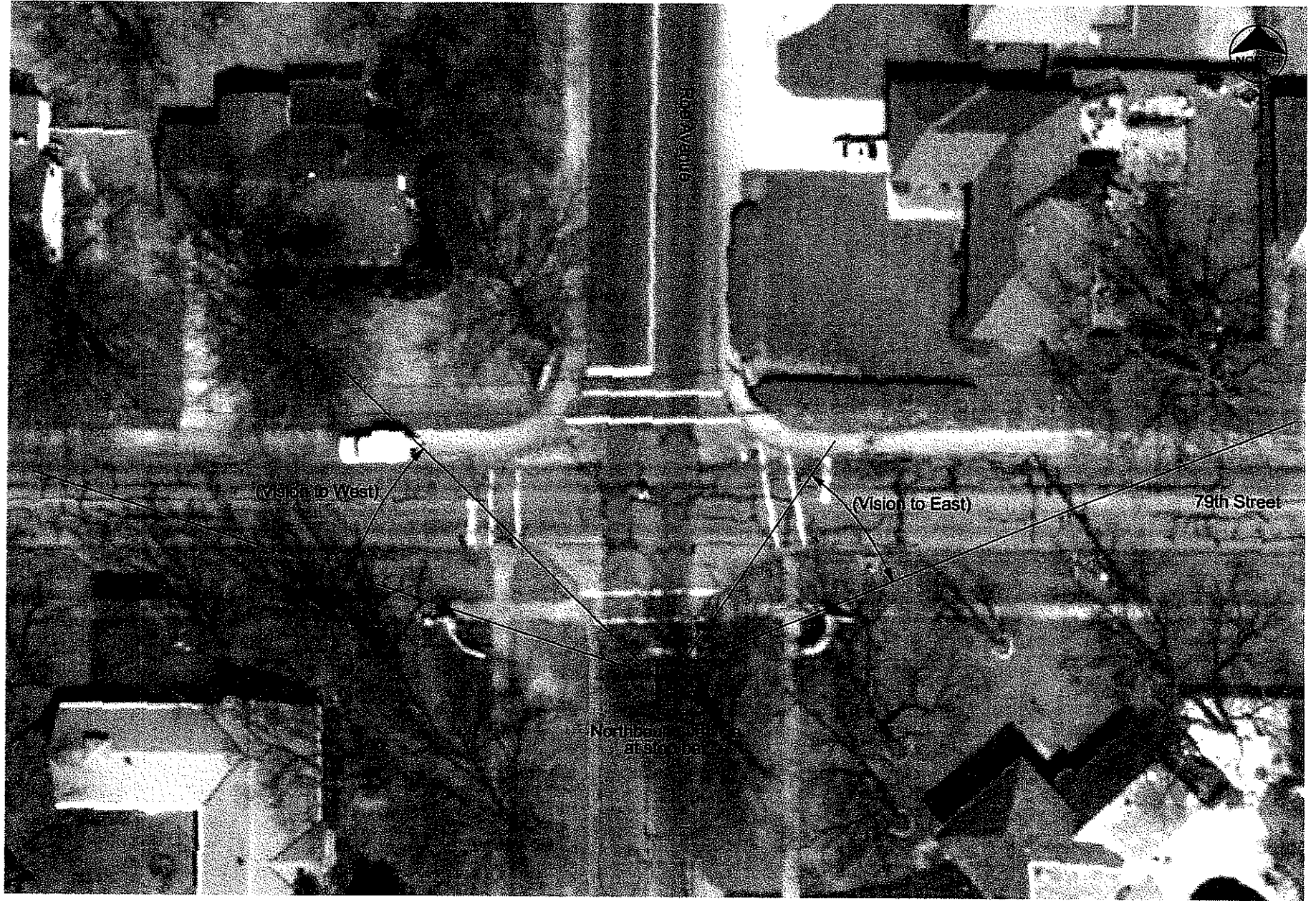
Conclusions:

The data is relatively inconclusive. The traffic signal warrants are borderline. Level of service analysis of an unsignalized intersection is marginally unacceptable on one approach. The crash rate is relatively high, for Prairie Village; however, it appears consistent with other four-way stops in the area.

Based on the data analyzed our recommendation is to maintain the intersection as is. The crash rate is fairly high, but consistent with similar type intersections. Although the crash rate is high, the crashes that are occurring are fairly benign and are low speed property damage only crashes. Crashes at signalized intersections can be higher speed, more severe crashes than a four-way stop intersection. The benefits of a traffic signal appear to not be significant enough to overcome the potential downside of more severe crashes.

Figure 1. - Traffic Volumes Over Time





Estimated Sight Distance

79th Street & Roe Avenue
Prarie Village, KS

March 2007

No Scale

Figure A-1

79th Street and Roe Avenue



Figure 2 - View from North Leg looking Straight



Figure 3 - View from North Leg Looking Left

79th Street and Roe Avenue



Figure 4 - View from North Leg Looking Right



Figure 5 - View from South Leg Looking Straight

79th Street and Roe Avenue

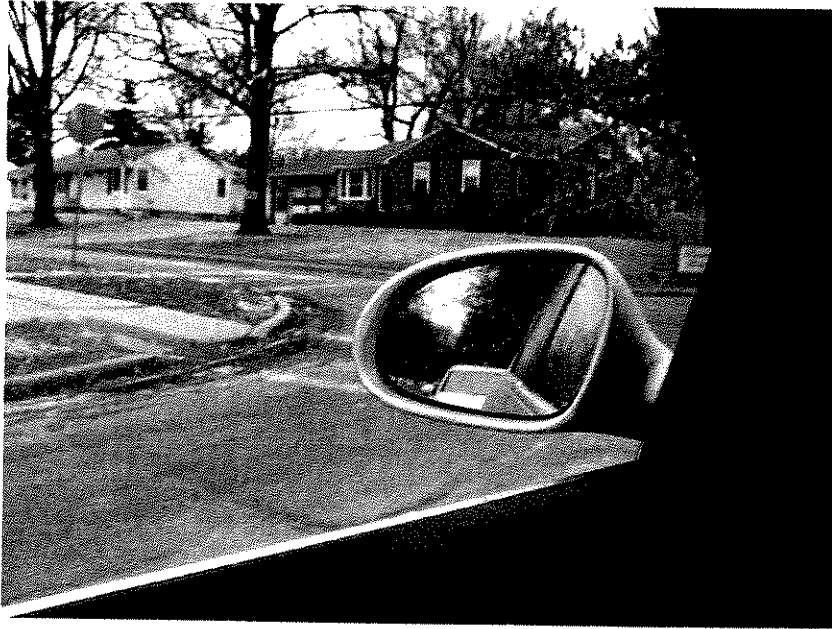


Figure 6 - View from South Leg Looking Left



Figure 7 - View from North Leg Looking Right

79th Street and Roe Avenue



Figure 8 - View from East Leg Looking Straight



Figure 9 - View from East Leg Looking Left

79th Street and Roe Avenue

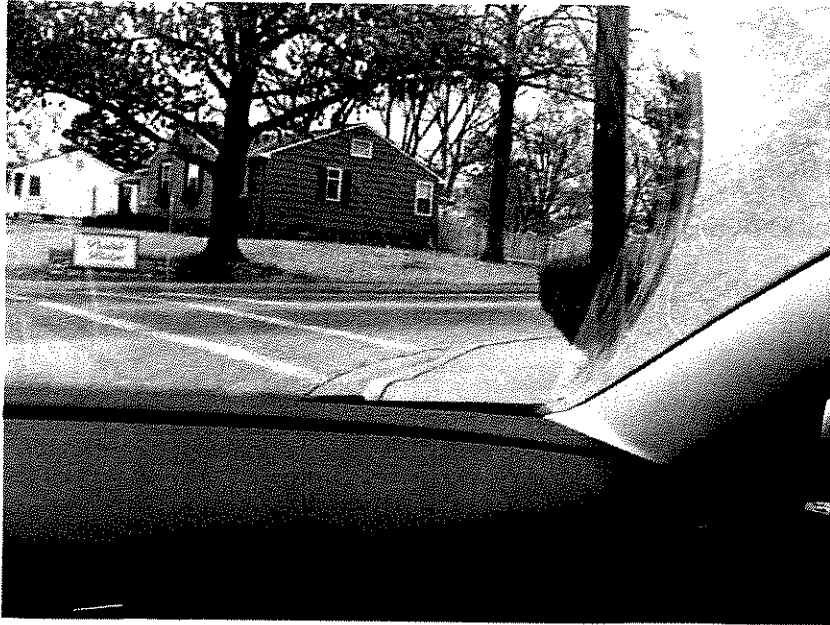


Figure 10 - View from East Leg Looking Right



Figure 11 - View from West Leg Looking Straight

79th Street and Roe Avenue



Figure 12 - View from West Leg Looking Left



Figure 13 - View from West Leg Looking Right

**COU2007-35 CONSIDER PROJECT 190709: 83RD STREET,
DELMAR STREET, DRAINAGE IMPROVEMENTS**

Background:

The Preliminary Engineering Estimate submitted to the Johnson County Stormwater Management Advisory Committee (SMAC) in January 2002 contained four alternatives.

Alternative 1 was to rebuild the system to increase the capacity and replace the low water crossings at Fontana Drive and Delmar Street with box culverts. The cost estimate was \$1,416,300.

Alternative 2 was the same as Alternative 1 plus build a bypass from 83rd Street to Mission Valley School. The cost estimate was \$2,280,700.

Alternative 3 was the same as Alternative 2, but deleted the box culverts and would install a light warning system on Fontana Drive and Delmar Street. The cost estimate was \$1,552,300.

Alternative 4 was to do nothing.

The City Council selected Alternative 2, but to delete the box culverts on Fontana Drive and Delmar Street and to install a light warning system at the two low water crossings. The subsequent agreement with SMAC provides funding for the lowest cost alternative, which is \$1,416,300. The maximum SMAC funding is \$1,062,200.

The Larking Group, Inc., has completed the design process and has provided an engineer's probable cost estimate of \$2,372,400. Based on the construction estimate the project cost is:

<u>Project Work Description</u>	<u>Total</u>	<u>SMAC</u>	<u>City</u>
Design	\$ 321,700	\$ 241,275	\$ 80,425
Construction	\$ 2,372,400	\$ 820,925	\$ 1,551,475
Construction Administration	\$ 190,000	\$ 0	\$ 190,000
Total	\$ 2,884,100	\$ 1,062,200	\$ 1,821,900
Budgeted City Funds			\$ 436,900
Total			\$ 1,385,000

Financial Impact:

The options to address this shortage of funds for this project are:

1. Request additional funds from SMAC at their next meeting in early May. The original commitment of funding from the SMAC is for the lowest cost alternative - \$1,416,300. The City has selected Alternative 3. It is unlikely that SMAC will consider any change in the funding any alternative except Alternative 1.

2. Resubmit Project 190709 for consideration in the 2008 SMAC funding at the revised cost. Construction would delay the project start for several months and new bids would be obtained. The first concern is that the project may not rank high enough in the priority to receive funding in 2008. The second concern is SMAC may still fund the lowest cost project and not the alternative selected by the City. The third consideration is the new bids would be probably higher.
3. Request additional City funds of \$1,385,000 in the 2008 Capital Infrastructure Program. The SMAC funding remains the same and the City share increases considerably.
4. Change the project scope. Deleting portions of the work will adversely affect the SMAC priority ranking.
5. Change the project scope and reject SMAC funding. The City could do the planned repairs to the channel bottom \$40,000, repairs to the culvert bottom \$77,000 and install the high water warning system \$135,000. The total cost is \$252,000.
6. Cancel the project. This would be difficult, as it has taken several years and many discussions with the neighborhood to agree on the project scope.

There is \$375,000 unspent funds in the Capital Infrastructure Program.

Suggested Motion:

Public Works staff has no suggested motion.

**COU2006-56 CONSIDER PROJECT 191019: 2007
CANTERBURY SIDEWALK IMPROVEMENTS**

Background:

Attached is Construction Change Order #2. Construction Change Order #1 was for two sets of steps at the Municipal Office complex. After working with Holiday Contracting, Inc. it was determined that another Contractor would be a better fit for this type of work. It is proposed that this work be added to Project 191017, the 2007 Concrete Repair Program.

Financial Impact:

Construction Change Order #2 is for \$7229.00 which can be returned for the project fund.

Suggested Motion:

Move to approve Construction Change Order #2 for a reduction of \$7,229.00 to Holiday Contracting, Inc.

Explanation of Changes

Project 191019; Canterbury Sidewalk Improvements. This change order is to cover the following items:

Replace two sets of steps at City Hall.

This change order decreases the contract amount by \$7229.00.

Calendar days were **not** added as result of this change order.

Original Contract Price	<u>\$90,440.00</u>
Current Contract Price, as adjusted by previous Change Orders	<u>\$97,669.00</u>
NET increase or decrease this Change Order	<u>(\$7,229.00)</u>
New Contract Price	<u><u>\$90,440.00</u></u>

Change to Contract Time

The current contract deadline of May 1, 2007 will remain the same.

The City does not anticipate a related Engineering Change Order.



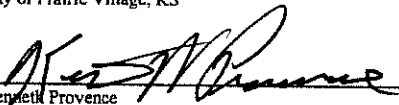
Thomas Trienens, Manager of Engineering Services
City of Prairie Village, KS

4/2/07

Date

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

Date



Kenneth Provence

4-2-07

Date

COU2007-17 Consider Educational Reimbursement Policy

Issue:

Should the City Council approve amendments to the City's Educational Expenses Policy?

Background:

A review of the City's Personnel Policies regarding educational expenses has revealed the need to revise the policy to provide clarification and generally update the policy. The proposed policy revisions focus on the following issues:

Section I

Policy has been updated to add a minimum level of performance for an employee to utilize this benefit.

Section IV.A

This section has been changed from \$5,000 per degree program to "the non-taxable limit for accountable plans as determined by the Internal Revenue Service" which is currently \$5,250.

Section IV.E

The policy has been updated to clarify that the City will only reimburse for expenses for one associates degree, one bachelors degree and one masters degree.

Section IV.J

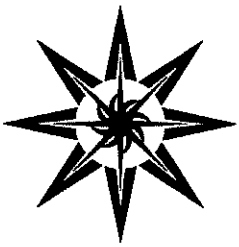
This section has been updated to clarify the reimbursement that the employee is required should their employment be terminated due to unsatisfactory performance within one year of their last course completion date.

Section IV.J

This section has been updated to clarify the when an employee will not be required to reimburse the City for the educational expenses they received.

Recommendation:

RECOMMEND THE CITY COUNCIL APPROVE AMENDMENTS TO COUNCIL POLICY PP1080 - EDUCATIONAL EXPENSES.



City Council Policy: PP1080 - EDUCATIONAL EXPENSES

Effective Date:

Amends: PP271 - EDUCATIONAL EXPENSES, September 8, 1998

Approved By: Governing Body,

I. SCOPE

- A. This policy applies to all regular full-time employees who have successfully completed twelve continuous months of employment with the City and has an acceptable level of performance as determined by the Manager.

II. PURPOSE

To encourage employees' pursuit of educational opportunities that will benefit the City, enhance their current job performance, and improve opportunities for advancement in the City

III. DEFINITIONS

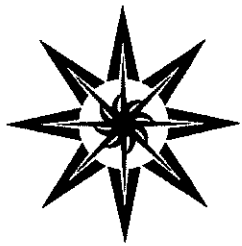
- A. "Manager" is defined as one of the following:

1. City Administrator;
2. Assistant City Administrator;
3. Chief of Police;
4. Public Works Director;
5. Or the designee of the positions listed.

- B. "Employee" is defined as anyone classified as such in *Personnel Policy #720 - Definitions of Employment Status*.

IV. POLICY

- A. The City will pay up to fifty percent of educational expenses up to the non-taxable limit for accountable plans as determined by the Internal Revenue Service including tuition, fees and books for any regular employee provided the education and/or training will directly benefit the employee's working skills and/or job performance and provided he/she is an employee of the City at date of completion of the course.
- B. The determination of eligibility shall be made prior to enrollment of each course by the Manager on an individual basis and will require approval by the Mayor.
- C. The employee must provide proof of having an earned grade point of at least 2.0 (C) on a 4.0 scale for undergraduate and graduate courses.
- D. For non-credit courses, the employee must be granted the minimum acceptable grade.
- E. Employees will be reimbursed for only the courses necessary to earn one Associate's, one Bachelor's and one Master's degree,
- F. The employee will be reimbursed, based upon actual employee cost for tuition, fees, books, supplies, and equipment necessary for the course.
- G. The following are not reimbursable:
1. Tools or supplies which the employee may keep after the course is completed;
 2. Education involving sports, games, hobbies unless job related; or
 3. Meals, lodging, or transportation.
- H. Any employee who receives federal educational benefits or other similar reimbursement may receive City reimbursement up to 50% of the cost to the employee for eligible expenses subject to the IRS non-taxable limit for accountable plans.
- I. Employees accepting this program will sign a promissory note in the amount for which they are actually reimbursed by the City indicating their intent to complete one year of employment for the City after reimbursement or repay the note.
- J. Employees who are terminated within the one year of employment following the reimbursement of expenses for unsatisfactory performance will be required to reimburse the expenses that were received.
- K. Employees will not be required to reimburse the City should any of the following events take place:
1. Termination of employment for any reason other than unsatisfactory performance;
 2. Employee has completed one year of employment following the reimbursement of expenses.
- In no case will payment be made for an employee who has made it known that he/she plans to resign.



City Council Policy: PP1080 - EDUCATIONAL EXPENSES

Effective Date: ~~September 8, 1998~~

Amends: PP271 - EDUCATIONAL EXPENSES, September 8, 1998

Approved By: Governing Body,

I. SCOPE

A. This policy applies to all regular full-time **employees** who have successfully completed twelve continuous months of employment with the City and has an acceptable level of performance as determined by the Manager.

II. PURPOSE

~~A. To encourage employees to continue their education that will enhance their knowledge and skills about their job. To encourage employees' pursuit of educational opportunities that will benefit the City, enhance their current job performance, and improve opportunities for advancement in the City~~

IV.III. DEFINITIONS

A. "**Manager**" is defined as one of the following:

1. City Administrator;
2. Assistant City Administrator;
3. Chief of Police;
4. Public Works Director;
5. Or the designee of the positions listed.

B. "**Employee**" is defined as anyone classified as such in *Personnel Policy #720 - Definitions of Employment Status.*

V.IV. POLICY

A. The City may ~~will~~ pay up to fifty percent of educational expenses up to five thousand (\$5,000) per degree ~~the non-taxable limit for accountable plans as determined by the Internal Revenue Service~~ including tuition, fees and books for any regular **employee** provided the education and/or training will directly benefit the **employee's** working skills and/or job performance and provided he/she is an **employee** of the City at date of completion of the course.

B. The determination of eligibility shall be made prior to enrollment of each course by the ~~department head~~ Manager on an individual basis and will require ~~prior approval~~ by the Mayor.

C. The **employee** must provide proof of having an earned grade point of at least 2.0 (C) on a 4.0 scale for undergraduate and graduate courses.

~~For non-credit courses, the employee must be granted the minimum acceptable grade.~~

~~D.~~

~~E. Employees will be reimbursed for only the courses necessary to earn one Associate's, one Bachelor's and one Master's degree.~~

~~F. The employee will be reimbursed, based upon actual employee cost for tuition, fees, and books, supplies, and equipment necessary for the course.~~

~~G. The following are not reimbursable:~~

~~D.~~

- ~~1. Transportation, meals and lodging are not reimbursable. Tools or supplies which the employee may keep after the course is completed;~~
- ~~2. Education involving sports, games, hobbies unless job related; or~~
- ~~3. Meals, lodging, or transportation.~~

~~E.~~

~~G.H. Any employee who receives federal educational benefits or other similar reimbursement may receive City reimbursement up to 50% of the cost to the employee for eligible expenses subject to the \$5,000-IRS non-taxable limit for accountable plans limit.~~

~~H.I. Employees accepting this program will sign a promissory note in the amount for which they are actually reimbursed by the City indicating their intent to complete one year of employment for the City after reimbursement or repay the note.~~

PP1080 Educational Expenses

- ~~J. Employees who are terminated within the one year of employment following the reimbursement of expenses for unsatisfactory performance will be required to reimburse the expenses that were received.~~
- ~~K. Employees will not be required to reimburse the City with the should any of the following events take place:
 - 1. Termination of employment for any reason other than unsatisfactory performance;
 - 2. Employee has completed one year of employment following the reimbursement of expenses.~~
- ~~H. Program participants who resign or are terminated by the City due to unsatisfactory performance prior to the completion of one year of employment will have to repay the City the full amount of the note before they leave their employment or the repayment amount will be deducted from their final paycheck.~~
- ~~I. Upon completion of one year of employment, or termination of program participants due to reasons other than unsatisfactory performance, the City will forgive the full amount of the note.~~
- ~~J. In no case will payment be made for an employee who has made it known that he/she plans to resign.~~

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Monday, April 16, 2007
7:30 p.m.**

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. OATH OF OFFICE – MAYOR SHAFFER
- V. PUBLIC PARTICIPATION
- VI. CONSENT AGENDA

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

By Staff:

- 1. Approve Regular Council Meeting Minutes – April 2, 2007.
- 2. Claims Ordinance 2637
- 3. Approve the purchase of three marked Police vehicles from Shawnee Mission Ford through the Metro COOP bid price of \$21,218.00 per unit. Funds are available in the 2007 Public Safety Budget 1-3-25-7100.
- 4. Approve the lease and maintenance agreements with MOT for both of the copiers in the Public Safety Center.

- 5. Ratify the Mayor's reappointment of the following individuals to City Committees:

ADA Advisory Committee	Gary Groening	April 2010
ADA Advisory Committee	Craig Phillips	April, 2010
ADA Advisory Committee	Michele Ohmes	April, 2010
ADA Advisory Committee	Jon Ratliff	April, 2010
ADA Advisory Committee	Kim Ratliff	April, 2010
ADA Advisory Committee	Alleen VanBebber	April, 2010
ADA Advisory Committee	Martha Wyrsh	April, 2010
Planning Commission/BZA	Robert McKim	April, 2010
Planning Commission/BZA	Randy Kronblad	April, 2010
Planning Commission/BZA	Marlene Nagel	April, 2010
Environment/Recycle Committee	Clair Barron	April, 2010
Environment/Recycle Committee	Theresa (Teri) Carey	April, 2010
Environment/Recycle Committee	Polly Swafford	April, 2010
Environment/Recycle Committee	Diane Mooney	April, 2010
Environment/Recycle Committee	Linda Smith	April, 2010
Park & Recreation Committee	Shelly Trewolla	April, 2010
Park & Recreation Committee	A. J. LoScalzo	April, 2010
Park & Recreation Committee	Kathy Peterson	April, 2010
Prairie Village Arts Council	Bob Endres	April, 2010
Prairie Village Arts Council	Bill Rose	April, 2010
Sister City Committee	James Honesee	April, 2010
Sister City Committee	Bob McGowan	April, 2010
Sister City Committee	Robert Moffat	April, 2010
Tree Board	Luci Mitchell	April, 2010
Tree Board	Cliff Wormcke	April, 2010
Tree Board	Linda Bishop	April, 2010

- 6. Ratify the Mayor's appointment of the following individuals:
 - Barbara Vernon
 - S. Robert Pryzby
 - Douglas Luther
 - Joyce Hagen Mundy
 - Charles E. Wetzler
 - City Administrator
 - Director of Public Works
 - Assistant City Administrator
 - City Clerk
 - City Attorney

Stephen B. Horner
M. Bradley Watson
Mary Virginia Clarke
Fielding Norton, Jr.
Chauncey M. Depew

Assistant City Attorney
Municipal Judge
Municipal Judge
City Treasurer
City Prosecutor

7. Ratify the Mayor's appointment of Joe Nolke to the Parks & Recreation Committee to fill the unexpired term of James Reimer ending in April, 2009.
8. Ratify the Mayor's execution of a proclamation declaring May 5, 2007 as "Lawrin's Legacy Day."

By Committee:

9. Approve the donation of \$500.00 toward the sponsorship of the "Lawrin's Legacy Day" celebration. (Council Committee of the Whole Minutes – April 2, 2007)

VII. COMMITTEE REPORTS

Insurance Committee – Wayne Vennard

Consider 2007-2008 Property/Casualty Insurance Coverage

Council Committee of the Whole – David Belz

COU2006-55 Consider Project SP105: Crack seal/Slurry seal/Micro Surfacing Program – change Order #1

COU2007-33 Consider Project 190719: 2008 Storm Drainage Repair Programs – Consultant Agreement with GBA, Inc.

VIII. OLD BUSINESS

IX. NEW BUSINESS

Election of Council President

X. ANNOUNCEMENTS

XI. ADJOURNMENT

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

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

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

April 16, 2007

CITY COUNCIL
CITY OF PRAIRIE VILLAGE
APRIL 2, 2007

The City Council of Prairie Village, Kansas, met in regular session on Monday, April 2, 2007, at 7:30 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL

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

PUBLIC PARTICIPATION

Mayor Shaffer welcomed and had scouts and leaders from Boy Scout Troop 284 attending the Council meeting for "Citizen and Community" and/or "Communications" badges introduce themselves.

William Chinnery, 4810 Tomahawk Road, addressed the Council with their concerns about the enforcement of property maintenance codes within the City. They formerly resided next door to 7312 Roe Avenue, which had on-going property maintenance violations including the parking of a rusted pink pinto inoperable vehicle as well as several code violations on the house. Being unable to get the problems at 7312 Roe addressed by the City, they decided to move. It took several months to sell their home and he stated and they took a substantial loss on their property in the sale largely because of the condition of the neighboring property. Mr. Chinnery noted one time he called the police because of an open door in order to check out the house. Two officers responded and found the house to be a fire trap. They advised the codes department of their findings, but nothing was done because the problem was not an electrical problem. Mr. Chinnery noted that two weeks ago an article appeared in the newspaper regarding actions by the City of Fairway in condemning a trash filled

house. Although it was too late for them personally, he urged Council members to take strong action on existing severe code violations for the benefit of the adjacent property owners as well as the community as a whole. Mayor Shaffer stated he will have the situation investigated.

Sharon Chinnery, 4810 Tomahawk Road, reaffirmed the damage the neighboring property did to their investment in their initial Prairie Village home. She noted many complaints were made to the City without any action taken, forcing them to move and in the process lose thousands of dollars on the sale of their home. Mrs. Chinnery noted there are approximately a dozen serious code problems in the City and asked the Council to please address them to prevent others from having to move and have their property devalued.

Barbara Renfrow, 3107 West 72nd Terrace, stated she is the first Prairie Village participant in the MARC sponsored "First Suburbs Home Program". Ms Renfrow stated, as a single mother, the funds will enable her to update the home she purchased "as is" five years ago. Although she received the maximum \$30,000 available, her home still needs much work. However, she was present to thank the Council for the opportunity to participate in this program and to urge others to participate in the program to update and improve their older Prairie Village homes. She noted the on-line application process was easy and the individuals at Community America Credit Union who administered the loan were very pleasant to work with.

CONSENT AGENDA

David Belz moved the approval of the Consent Agenda for Monday, April 2, 2007:

1. Approve Regular Council Meeting Minutes - March 19, 2007
2. Authorize the Mayor to execute the Annual Operation & Maintenance Assurance Statement for the Kansas Department of Wildlife & Parks.
3. Establish a fee of \$25 per volume for sale of the draft and final versions of the Village Vision Strategic Investment Plan
4. Ratify the Mayor's execution of a proclamation recognizing April as "Fair Housing Month," April 22, 2007 as "Earth Day," and recognition of Roger Randall's retirement
5. Approve the Crossroad Tours Agreement for the may 2007 Parks Crawl in the amount of \$434.25.
6. Approve the purchase of a Skid Loader from KC Bobcat for \$32,722.17 and to approve the disposal by auction of Public Works Asset #1442 - 1997 Bobcat Skid Loader, Asset #1443 - 1997 Backhoe Attachment and Asset #1459 - Bucket Attachment.
7. Approve the Interlocal Agreement Amendment effective January 1, 2008 with the City of Overland Park for maintenance and operation of shared traffic signals.
8. Approve the agreement win HNTB for design services for Project 190864: 2008 Paving Program in the amount of \$215,200.

9. Approve the agreement with HNTB for design services for Project 190866: 75th Street (Belinder Avenue to State Line Road) in the amount of \$86,400 and approve the transfer of \$11,400 from Capital Infrastructure Program Street Unallocated to Project 190866.
10. Adopt Resolution 2007-02 creating a Transportation Cooperation Council to provide a structure for further discussions, planning and action in conjunction with other communities of Johnson County related to transportation issues.
11. Include by reference the street light requirements, standards and practices and the traffic signal requirements, standards and practices to the manual of Infrastructure Standards

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

COMMITTEE REPORTS

Council Committee of the Whole

COU2006-27 Consider Project 190855: Tomahawk Road Bridge Replacement

On behalf of the Council Committee of the Whole, David Belz moved the City Council approve an Interlocal Agreement with the City of Mission Hills for Project 190855: Tomahawk Road Bridge replacement and authorize the transfer of \$235,000 from the General Fund Contingency to Project 190855. The motion was seconded by Ruth Hopkins and passed by a voted of 7 to 4 with Griffith, Voysey, Wang and Ewy Sharp voting "nay".

OLD BUSINESS

Consider lease with Leawood for use of Island at Somerset and Lee Blvd

Charles Wetzler reviewed the history of this request. The Leawood Arts Council, thinking this island was owned by Leawood, designed a piece of artwork to be placed on the island. When it was discovered the island was primarily owned by the City of Prairie Village, the City Attorney for Leawood contacted Mr. Wetzler regarding the City deeding the island over to the City of Leawood. After advising her that would not be possible, negotiations for the lease of the island began. The City of Prairie Village initially negotiated for a 10-year lease, then a 25-year lease, and finally a 50-year lease. The City of Leawood has maintained their request for a 99-year lease. Mr. Wetzler noted under the terms of the lease either city can terminate the lease. If Prairie Village terminates the lease they are responsible to reimburse Leawood all the costs expended on the island. If Leawood

terminates the lease, they are responsible to put the property back to its original condition. Mr. Wetzler stated there will be no lighting on the island.

Anne Kenney, with the Leawood Arts Council, stated the Leawood City Council felt that in order to justify spending \$100,000 in another City to their constituents they would need a 99-year lease. Ms. Kenney apologized for the misidentification of the island as within the City of Leawood. She noted the art piece designed was designed specifically for this island; therefore, they can not easily move it to another location.

Laura Wassmer expressed her support of the project, but stated that 50 years is a substantial period of time that would bind the hands of future City Councils. She asked if there were any provisions if it were determined the roadway needed to be changed impacting the size or location of the island. Mr. Wetzler stated there are provisions for earlier termination of the lease and reviewed those provisions. He stated he did not know the exact cost that would need to be reimbursed to Leawood. Ms Kenney stated the cost for Prairie Village would be \$62,000.

Pat Daniels stated he was delighted with the initiative taken for the artwork and is totally in support of the agreement as presented.

Bill Griffith noted the Council talked for an hour earlier in the evening about ceding authority to another City. As he sees it, Prairie Village negotiated in good faith from a 10-year, to 25-year to 50-year and Leawood refused to move from their 99-year lease. Mr. Wetzler noted they originally wanted the land deeded over to them. Mr. Griffith stated he does not feel the lease was negotiated in good faith and does not support the proposed agreement.

Andrew Wang agreed with Mr. Griffith and supports a 50-year lease. He does not feel Leawood has made a cooperative effort. He likes the project, but not for the requested length of time.

Al Herrera noted the intersection crosses both Leawood and Prairie Village and the art work will benefit both cities. This island has been vacant for years. He supports the project and lease for 50-years or for 100-years.

David Belz stated he doesn't like the way this has come down and felt the city proposed 50-year lease was generous; however, it has come back as a 99-year lease. The question is does the

City want the property improved or not, if so the Council needs to swallow its pride and approve the 99-year lease. He will support the agreement.

David Voysey felt this is another example of a bad contract, with the City paying full market value on a structure after a potential 45 years. This is simply a bad contract and he can not support it.

Ann Kenney, advised that the Arts Council has lobbied for 50 years, but the City Council is adamant they will not approve the expenditure of \$100,000 of Leawood citizens' money without a 99-year lease. She noted this is a Leawood Arts Council project, not a City Council Project and the Council has been trying to negotiate.

Mayor Shaffer confirmed the Arts Council has been working on this project for three years.

Al Herrera noted there is no cost to the City and yet city land will be improved for the benefit of both cities. He does not see any reason not to support this project.

Mary Wright, chairman of the Leawood Arts Council, noted the arts council has a budget with funds coming from the general taxes. The Council members feel responsible that these funds be spent appropriately and spending \$100,000 in another city without a long-term commitment is not appropriate. They are not going to change their view on this expenditure.

Charles Clark moved for the approval of the interlocal agreement between the City of Prairie Village and the City of Leawood for the lease of the island at Somerset and Lee Blvd as written. The motion was seconded by Pat Daniels.

Diana Ewy Sharp asked if the sculpture would be around for 99 years. Ms Wright responded she was confident it would. She noted the changes requested by the Prairie Village Arts Council have been incorporated into the structure which is made of stone and glass. Mrs. Ewy Sharp stated the Village Vision asks the City to look at all of the City gateways and therefore, she does not support leasing this island to Leawood for 99 years. Mayor Shaffer responded the Village Vision does not address this island and noted there are several gateways into the City.

Laura Wassmer agrees it is a bad contract and she doesn't like how it came about, but in practicality what is the difference between a 50-year and a 99-year lease. She does not feel the City will spend money to improve this island as it has other priorities, so she supports going forward with the agreement.

Andrew Wang stated it is not about the length of time, for him it is the City signing over Prairie Village property to someone else.

Mayor Shaffer noted the visual benefit for both cities.

David Voysey stated it is the contract he has a problem with and he doesn't feel the City is any worse off without approving it. Mayor Shaffer advised the Council if the agreement is not approved, it will be the end of any discussion with the City of Leawood.

Nancy Wallerstein, 4100 West 89th Street, stated she feels this is good use for an unused, unattended small piece of city property. She feels the gateway to Prairie Village is further east on Somerset. The city is not signing away the land, it is simply leasing the surface of the property.

Charles Wetzler noted the agreement calls for all maintenance to the island, which is currently being done by the city, to be done by the City of Leawood.

Mrs. Wallerstein stated it is unfortunate the project got off on the wrong foot, but urged the Council to put that behind and look ahead. The Village Vision wants to make Prairie Village more attractive and with the approval of this interlocal agreement that intersection will be enhanced without any expenditure of Prairie Village funds.

Michael Kelly stated he wanted the agreement reworked. Mr. Wetzler stated the issue of depreciation was discussed but rejected. He also noted the specific amount the city would need to reimburse Leawood is not stated in the agreement. Nancy Wallerstein stated that artwork does not depreciate in value. David Voysey stated this piece is a structure built into the ground that we've been told will only fit on this island and questioned how that would appreciate.

Bill Griffith noted this intersection has been redesigned several times since he's been on Council. Mr. Pryzby stated it had not been redesigned since he started with the City. He noted the intersection was done in the 90's as part of a Federal Project.

Ann Kenney stated she was confident the Council would not change its mind on the term of the lease, but she had not discussed the depreciation question.

Bill Griffith called the question which was seconded by Diane Ewy Sharp and passed unanimously.

Mayor Shaffer called for a vote on the motion to approve the Interlocal Agreement with the City of Leawood for the lease of the island at Somerset and Lee Blvd as presented. The following votes were cast: "aye" Herrera, Hopkins, Daniels, Clark and Belz and "nay" Griffith, Voysey, Kelly, Wang, Wassmer and Ewy Sharp. The motion was defeated.

Laura Wassmer stated she would like to see the Interlocal Agreement be renegotiated with a depreciation factor. Michael Kelly agreed noting people appreciate the project. Ann Kenney stated their artwork in other locations has not depreciated, but has appreciated in value. Ms Wassmer stated she was supportive of the project, but not under the proposed terms.

Al Herrera stated this action is one of the reasons contractors do not want to work in Prairie Village - lots of talk, but no action. He would be very surprised if the Council would see this again. He is disappointed in the action of the Council and hopes this is not how the Council will deal with the recommendations of the Village Vision.

Pat Daniels expressed his disappointment in the Council's inability to see the big picture, and noted the City of Leawood is one of the toughest cities to work with from a contractor perspective.

NEW BUSINESS

Planning Commission

Ruth Hopkins advised the Council of the distribution of misinformation regarding the Planning Commission's consideration of "Mixed Use Zoning District". There is a great deal of distrust in what the City is proposing as their area was identified at the Village Vision meeting as an area to be redeveloped. The residents are concerned with recent actions regarding their rights under eminent domain. The residents will be attending the Planning Commission meeting in mass to raise their concerns and seek answers to questions.

Property Maintenance

Charles Clark noted several ideas that were discussed at a recent First Suburbs luncheon on Property Maintenance Code Alternatives. Bill Griffith noted that five or six years ago the City did a thorough investigation of the city's codes for property maintenance. He feels it is time to do that again, noting as referenced by Mr. & Mrs. Chinnery, there are some problem properties in the City

that need to be addressed. Mr. Clark noted this is not a unique situation for close in suburbs throughout the country.

ANNOUNCEMENTS

Mayor Shaffer acknowledged the article in the Kansas City Business Journal featuring Pat Daniels and his company, The Land Source.

Mayor Shaffer also reminded the Council of the upcoming Skate Park Event featuring a skateboard competition between students of Mission Valley and Indian Hills Middle Schools on Friday, April 20th.

Committee meetings scheduled for the next two weeks include:

Planning Commission	04/03/2007	7:00 p.m.
Insurance Committee	04/05/2007	3:00 p.m.
Sister City	04/09/2007	7:00 p.m.
Park and Recreation Committee	04/11/2007	7:00 p.m.
Council Committee of the Whole	04/16/2007	6:00 p.m.
City Council	04/16/2007	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to feature a mixed media exhibit by Kay Trieb in the R.G. Endres Gallery during the month of April. The opening reception will be April 13th from 6:30 to 7:30 p.m.

REMEMBER TO VOTE TOMORROW!!

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

The 7th Annual Earth Fair is Saturday, April 7th from 10 a.m. to 3 p.m. at Shawnee Mission East High School, 75th and Mission Road.

The 2007 Housing Matters Forum is April 12th from 7:30 a.m. to 11 a.m. at the Downtown Marriott Hotel, Muehlebach Tower, 12th and Wyandotte, Kansas City, MO.

Shawnee Mission Education Foundation's - Celebrate Success! 2007 - Thursday, April 19th at 11:30 a.m. -Overland Park Convention Center.

The City's Tree Board will host an Arbor Day celebration at Porter Park on April 28th at 10:00 a.m. They will be honoring John and Joan Kemp at the celebration.

The annual large item pick-up has been scheduled with Deffenbaugh for April 28th.

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

8:55 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

April 9, 2007

Copy of Ordinance
2637

Ordinance Page No.

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
<u>EXPENDITURES:</u>			
Accounts Payable			
86032-86143	3/9/2007	215,516.68	
86144-86150	3/13/2007	4,476.20	
86151-86273	3/28/2007	198,903.18	
Payroll Expenditures			
3/2/2007		208,786.27	
3/16/2007		205,151.56	
3/30/2007		211,096.88	
Electronic Payments			
Intrust Bank -credit card fees (General Oper)		415.03	
State of Kansas - sales tax remittance		16.65	
Marshall & Ilsley - Police Pension remittance		10,047.90	
Intrust Bank - fee		370.81	
KCP&L		6,415.51	
MHM - Section 125 admin fees		287.92	
Intrust Bank - purchasing card transactions		287.92	
United Health Care		68,119.98	
Kansas Gas		5,197.74	
TOTAL EXPENDITURES:			\$ 1,135,090.23
Voided Checks			
Overland Park 86106		(6.53)	
Lawson Products 86225		(97.95)	
Chapman Academy 86177		(262.58)	
TOTAL VOIDED CHECKS:			(367.06)
GRAND TOTAL CLAIMS ORDINANCE			1,134,723.17

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

Passed this 16th day of April 2007.

Signed or Approved this 16th day of April 2007.

(SEAL)

ATTEST: _____
City Treasurer
Mayor

CONSENT AGENDA

PURCHASE REQUEST OF MARKED PATROL VEHICLES

Issue:

Purchase request for three marked patrol vehicles that was previously approved by the City Council as part of the 2007 Public Safety Budget.

Background:

The Police Department is seeking authorization to purchase three 2008 Ford Crown Victoria police units from Shawnee Mission Ford, who was awarded the 2007 Metro Coop bid.

Recommendation:

STAFF RECOMMENDS THE PURCHASE OF THREE MARKED POLICE VEHICLES FROM SHAWNEE MISSION FORD THROUGH THE METRO COOP BID PRICE OF \$21,218 PER UNIT. FUNDS ARE AVAILABLE IN THE 2007 PUBLIC SAFETY BUDGET 1-3-25-7100.

CONSENT AGENDA

CONSIDER COPIER LEASE AND MAINTENANCE AGREEMENTS WITH MIDWEST OFFICE TECHNOLOGY, INC.

Issue:

Should the City of Prairie Village approve the lease and maintenance agreements for the two copiers in the Public Safety Center with Midwest Office Technology, Inc. (MOT)?

Background:

The current lease and maintenance agreements for the Department's main copier and desktop copier in Report Writing run out in April 2007. A new, 68-month lease and maintenance agreement for a Canon 5570 digital copier, and a 36-month maintenance agreement for the Canon 7130 desktop copier the Department owns, will run \$463 a month.

These agreements have been reviewed, revised and approved by the City Attorney, and are already budgeted in the 2007 and 2008 Public Safety budgets.

Recommendation:

STAFF RECOMMENDS APPROVAL OF THE LEASE AND MAINTENANCE AGREEMENTS WITH MOT FOR BOTH OF THE COPIERS IN THE PUBLIC SAFETY CENTER.

Maintenance Agreement



11567 West 83rd Terrace 3214 SW 29th Street
 Lenexa, KS 66214 Topeka, KS 66614
 913.894.9600 785.273.6565
 913.894.1752 [fax] 785.273.7171 [fax]

www.motsolutions.com

Making your office work easier.

Customer (Bill to) <i>PRAIRIE VILLAGE POLICE DEPARTMENT</i>	Customer (Equipment Location)
Address <i>7710 MISSION RD</i>	Address
City, State, Zip <i>PRAIRIE VILLAGE, KS 66288</i>	City, State, Zip
Contact, Phone, E-mail Address <i>JENNIFER L. WRIGHT 913.385.4607</i>	Contact, Phone, Fax #

Make	Model	Serial #	Equipment ID #	Current Meter
<i>CANON</i>	<i>NP 7130</i>	<i>NUF61887</i>	<i>20446</i>	

Supplies Included:

Toner Color Toner
 Developer Drum
 Ink Masters

Supplies Not Included

. _____ per scan meter click

Midwest Office Technology, Inc. (MOT), agrees to furnish service and install parts for the Equipment described below on the conditions set forth on the back of this Agreement. This Agreement does not include external controllers, network installs, network support, staples, or paper unless otherwise noted. All equipment not already covered under a MOT Maintenance Agreement must pass inspection and meet manufacturer's specifications before coverage begins. Maintenance Agreements automatically renew for a 12-month period, at the then current rate, unless a 45-day written notice of cancellation is received by Midwest Office Technology, Inc. prior to expiration.

THIS AGREEMENT IS FOR A SPECIFIC TERM AND IS NOT CANCELLABLE, EXCEPT AS PROVIDED IN 19A02 ATTACHED TO BLUE LEASE AGREEMENT.

Service Rate	Contracted Usage	Excess Click Charge	Term (months)
B/W <i>30⁰⁰</i> Color _____ <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	B/W <i>3000</i> Color _____ <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Annually	B/W <i>.025</i> Color _____ Date Coverage Begins _____	<i>36</i> Date Ends _____

Additional Coverages: _____

**Do not pay from this Agreement (invoice will follow).
 Please sign and return.**

** I have read and agreed to the terms and conditions on both sides of this Agreement and am authorized to enter into this agreement.*

Dealer Midwest Office Technology, Inc.	* Authorized Signature _____ Date _____
Service Manager's Signature _____	Printed Name _____
Date _____	Title _____
MOT Representative _____	Purchase Order # 54

CUSTOMER AGREES TO ADDITIONAL TERMS AND CONDITIONS

1. The initial term of this Agreement shall be for a period ending on the date shown, and shall be automatically renewed, at the then current rate, for an additional period of twelve (12) months unless written notice of the termination is received by either the Customer or Midwest Office Technology, Inc. (MOT) at least forty-five (45) days prior to the expiration of the initial term of this Agreement or any renewal term thereof. This Agreement shall not be assignable or transferable by Customer without MOT's prior written consent. MOT may terminate this Agreement if Equipment is sold or transferred to a third party, and upon either event all remaining payments shall become immediately due and owing. MOT reserves the right to adjust maintenance pricing, terminate this Agreement, and/or assign the service of any equipment which has been relocated more than sixty (60) miles from MOT's nearest Service Center. Equipment may not be relocated without the prior written approval of MOT.
2. The pricing of this Agreement is based upon the number of clicks and/or the term of this Agreement. In the event of early termination by the Customer, all remaining charges shall become immediately due and owing. If this Agreement is calculated on a cost-per-click maintenance program, the early termination fee will be calculated according to the average of the actual usage from the beginning date of the Agreement, multiplied by the remaining months of the Agreement.
3. This Agreement does not cover network support beyond the specific equipment and included hardware listed on the front of this Agreement. All network support beyond the initial installation will be chargeable at MOT's standard time and materials rates, unless covered by a separate network support Agreement.
4. The minimum monthly Maintenance rate, any billable excess clicks, and all applicable taxes on such charges or on services rendered, or parts supplied hereto, shall be due net ten (10) days from the date of the invoice. All Maintenance Agreements are reviewed annually and are subject to adjustment based upon service costs and/or manufacturer's price increases. Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer's specifications.
5. All required preventive maintenance and emergency service necessary to keep the Equipment in efficient operating order will be performed by MOT or its assigned Servicing Dealer during its regular business hours (8:00 a.m. - 5:00 p.m., Monday through Friday, except holidays) at no additional cost to Customer provided that the Equipment is in good working order on the date of commencement of this Agreement.
6. Service calls for operator function (adding or changing supplies, auto gradation/color calibration, removing misfeeds or any other Customer responsibility) will be subject to a time and material service charge at MOT's then current rate. Additional chargeable services include but are not limited to:
 - a) Repairs resulting from causes other than normal use: Customer's willful act; negligence or misuse; Customer's use of supplies or spare parts which do not meet published specifications and which cause abnormally frequent service calls or service problems; accident, failure or variances of electrical power; failure to provide air conditioning, heat or humidity control as required; abuse, theft, fire, water, or any other damage resulting from uncontrollable causes.
 - b) Subsequent repairs made when personnel other than those of MOT or its assigned Servicing Dealer perform service.
 - c) Transportation and relocation - repairs resulting from unauthorized relocation of equipment by anyone other than MOT or its assigned Servicing Dealer. MOT reserves the right to terminate this Agreement based upon damages to Equipment and to invoice Customer any and all remaining payments applicable to this Agreement.
 - d) Work which Customer requests to be performed outside regular business hours.
 - e) Shop reconditioning or modification to the Equipment except as specified by Dealer's Technical Service Department to assure greater performance of the Equipment.

All of the foregoing shall be invoiced in accordance with Dealer's established per-call rates and terms in effect. When in the Dealer's opinion the Equipment becomes of advanced age or usage exceeds manufacturer's specifications, and cannot be maintained in good working order through Dealer's routine preventive maintenance service, or if work beyond the scope of this Agreement is required, Dealer shall submit to Customer a cost estimate of such work. If Customer declines to authorize the same, Dealer shall have the right, on ten (10) days written notice to Customer, to terminate service under this Agreement as to any or all items of Equipment. Removed parts replaced by Dealer shall become property of Dealer. Dealer shall have full and free access to the equipment to provide service thereon. Neither MOT nor an assigned Servicing Dealer shall be responsible for any delays in servicing the Equipment due to the inability or delay in obtaining a necessary part or supply.
7. Dealer assumes no liability for operator error or damage caused by Customer.
8. DEALER'S OBLIGATIONS AND WARRANTIES UNDER THIS AGREEMENT ARE IN LIEU OF (A) ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE SPECIFICALLY WAIVED AND (B) ALL OTHER OBLIGATIONS OR LIABILITIES FOR DAMAGES INCLUDING, BUT NOT LIMITED TO: 1) PERSONAL INJURY OR PROPERTY DAMAGE, OR 2) LOSS OF PROFIT OR OTHER CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE SERVICE CAUSED DIRECTLY OR INDIRECTLY BY STRIKES, ACCIDENTS, CLIMATIC CONDITIONS, OR REASON OF SIMILAR NATURE BEYOND ITS CONTROL. CUSTOMER AGREES THAT IF DEALER CAUSED ANY INJURY OR DAMAGE TO CUSTOMER OR CUSTOMER'S PROPERTY, WHICH SAID CLAIM IS NOT OTHERWISE WAIVED HEREIN, CUSTOMER AGREES THAT THE MAXIMUM AMOUNT THAT DEALER SHALL HAVE TO PAY CUSTOMER FOR SAID INJURY OR DAMAGE IS AN AMOUNT EQUAL TO THE SERVICES RENDERED TO THE CUSTOMER THAT CAUSED SAID INJURY OR DAMAGE.
9. This Agreement constitutes the entire Agreement between the parties with respect to the furnishing of maintenance service superseding all previous proposals, oral or written.
10. MOT reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement. If Customer fails to make any payment when due under the terms and conditions of this Agreement as set forth above or otherwise is in default of the terms and conditions of this Agreement, Customer agrees that all payments due under said Agreement shall be accelerated and Customer shall be liable for all payments due under the full term of this Agreement that are unpaid or the reasonable cost of all services completed by the Dealer for the benefit of Customer, whichever is greater. If Customer breaches any term or condition of this Agreement, Customer agrees to reimburse MOT for all attorney fees and costs MOT expends to enforce the terms and conditions of this Agreement against Customer. Should either party commence a lawsuit arising out of or related to the terms and conditions of this Agreement, then that lawsuit shall be filed exclusively in the District Court of Johnson County, Kansas. Further, this Agreement shall be interpreted exclusively under the laws of the State of Kansas.

THE NON-PRESENTING PARTY

THE PRESENTING PARTY

THE PRESENTING PARTY

EITHER PARTY



Business Equipment
Finance Group

KANSAS ADDENDUM TO LEASE AND PURCHASE OPTION

Lease # 732727 between U.S. Bancorp Business Equipment Finance Group and Prairie Village, City Of Police Dept, Lessee.

Lessee is hereby offered the two prices set forth below:

1. Deferred Payment Price:	
Deferred Payments	
(Remaining Payments x Payment Amount w/o tax)	\$ 15,980.00
Interest Rate on Stream of Payments	= 8.741
Origination Fee	+ \$ 59.50
Personal Property Tax	+ \$ 1,256.18
Maintenance	+ \$ 13,464.00
17% of the original equipment cost as purchase option	+ \$ 2,136.36
Total Deferred Payment Price	= \$ 32,896.04
2. Cash Price:	- \$ 12,566.84
TOTAL FINANCE CHARGE	= \$ 20,329.20
(Total Deferred Payment Price - Cash Price)	

LESSOR AND LESSEE ACKNOWLEDGE AND AGREE THAT LESSEE HAS BEEN OFFERED BOTH THE CASH PRICE AND THE DEFERRED PAYMENT PRICE SET FORTH ABOVE, AND LESSEE HEREBY ELECTS THE DEFERRED PAYMENT PRICE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED.

Governing Law, Consent To Minnesota Jurisdiction and Venue of Litigation: This Lease was made in the State of Minnesota (by Lessor having countersigned it in Marshall, Minnesota). This Lease shall in all respects be interpreted, and all transactions hereunder and all rights and liabilities of the parties hereto shall be determined and governed as to validity interpretation, enforcement and effect by the laws of the State of Minnesota, except for local recording laws.

U.S. Bancorp Business Equipment Finance Group
Lessor

Village, City of Police Dept
Lessee

Signature

Signature

Title

Title



1310 Madrid Street, Ste. 101
 Marshall, MN 56258
 Fax: 800.328.9092

Office Equipment
 Finance Services

APPLICATION NO.

CONTRACT NO.

Value Lease Agreement

Supplier:



11567 West 83rd Terrace
 Lenexa, KS 66214
 Phone: 913.894.9600
 Fax: 913.894.1752

This document is written in "Plain English". The words **you** and **your** refer to the customer. The words **Lessor, we, us** and **our** refer to **U.S. Bancorp Business Equipment Finance Group**. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

FULL LEGAL NAME OF CUSTOMER: PRairie Village Police Department STREET ADDRESS: 7710 MISSION RD
 CITY: PRairie Village STATE: Ks ZIP: 66208 PHONE: 913.385.4607 FAX: 913.385.7710
 BILLING NAME (IF DIFFERENT FROM ABOVE): _____ BILLING STREET ADDRESS: _____
 CITY: _____ STATE: _____ ZIP: _____ FEDERAL TAX I.D. #: _____ E-MAIL: _____
 EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE): _____

MAKE/MODEL/ACCESSORIES

SERIAL NO.

STARTING METER

CANON IR 5570
FINISHED

LEASE TERMS

LEASE PAYMENT AMOUNT

SECURITY DEPOSIT

Term in Months: (12-12-02)
68 (mos.)

68 Payments of \$ 433.01
 (plus applicable taxes)

Lease Payment Period is Monthly
 Unless Otherwise Indicated

\$ NA Received
 (plus applicable taxes)

Payment includes 20,000 B&W copies per month

Overages billed monthly at \$.009 per B&W copy

Payment includes _____ Color copies per month

Overages billed monthly at \$ _____ per Color copy

END OF LEASE OPTIONS: You will have the following options at the end of the original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.

1. Purchase the Equipment for the Fair Market Value.
2. Renew the Lease per paragraph 1.
3. Return Equipment as provided in Paragraph 6.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT, THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

U.S. Bancorp

DATED: _____ LESSOR: Business Equipment Finance Group SIGNATURE _____ TITLE _____

CUSTOMER ACCEPTANCE

DATED: _____ CUSTOMER: _____ SIGNATURE X TITLE _____

PRINT NAME _____

GUARANTY

As additional inducement for us to enter into the Agreement, the undersigned ("you") unconditionally, jointly and severally, personally guarantees that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make other arrangements including compromise or settlement with the customer and you waive all defenses and notice of those changes and will remain responsible for the payment and obligations of this Agreement. We do not have to notify you if the customer is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guaranty, you expressly consent to the jurisdiction of the court set out in paragraph 15 and agree to pay all costs, including attorneys fees incurred in enforcement of this guaranty. It is not necessary for us to proceed first against the customer before enforcing this guaranty. By signing this guaranty, you authorize us to obtain personal credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR: _____ SIGNATURE X DATE _____

ACCEPTANCE OF DELIVERY

You certify that all the equipment listed above has been furnished, that delivery and installation has been fully completed and satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises herein will be irrevocable and unconditional on all respects. You understand and agree that we have purchased the equipment from the supplier, and you may contact the above supplier for your warranty rights, which we transfer to you for the term of the Agreement. Your approval as indicated below of our purchase of the equipment from the supplier is a condition precedent to the effectiveness of this Agreement.

DATED: _____ CUSTOMER: _____ SIGNATURE X TITLE _____

1. AGREEMENT: You agree to rent from us the personal property described under "ITEM DESCRIPTION" and as modified by supplements to this Master Agreement from time to time signed by you and us (such property and any upgrades, replacements, repairs and additions referred to as "Equipment") for business purposes only. You agree to all of the terms and conditions contained in this Agreement and any supplement, which together are a complete statement of our Agreement regarding the listed equipment ("Agreement") and supersedes any purchase order or outstanding invoice. This Agreement may be modified only by written agreement and not by course of performance. This Agreement becomes valid upon execution by us and will begin on the rent commencement date and will continue from the first day of the following month for the number of consecutive months shown. The term will be extended automatically for successive 12 month terms unless you send us written notice you do not want it renewed at least ninety (90) days before the end of any term. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You authorize us to insert or correct missing information on this lease including your proper legal name, serial numbers and any other numbers describing the Equipment.

2. RENT: Rent will be payable in installments, each in the amount of the basic rental payment shown plus any applicable sales tax, use tax, plus 1/12th of the amount estimated by us to be personal property tax on the Equipment for each year of this Agreement. You will pay the security deposit on the date you sign this Agreement. Subsequent installments will be payable on the first day of each rental payment period shown beginning after the first rental payment period. The rent payable for the month of rent commencement shall be prorated from the monthly rental amount set forth above. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. In the event this Agreement is not fully completed, the security deposit will be retained by us to compensate us for our documentation, processing and other expenses. If for any reason, your check is returned for nonpayment, a \$20.00 bad check charge will be assessed.

3. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, maintenance (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation, as well as black toner and developer. Paper must be separately purchased by customer. Color toner, not included in this Agreement will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned.

4. OWNERSHIP OF EQUIPMENT: We are the Owner of the equipment and have sole title to the equipment (excluding software). You agree to keep the equipment free and clear of all liens and claims.

5. WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US OR ANY SUPPLIER. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND NOTHING THE SUPPLIER STATES CAN AFFECT YOUR OBLIGATION UNDER THE AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST SUPPLIER.

6. LOCATION OF EQUIPMENT: You will keep and use the equipment only at your address shown above and you agree not to move it unless we agree to it. At the end of the Agreement's term, you will return the Equipment to a location we specify at your expense, *IN REASONABLE CONDITION, FULLY WORKING ORDER, AND IN COMPLETE REPAIR. UNLESS YOU ELECT TO PURCHASE THE EQUIPMENT.*

7. LOSS OR DAMAGE: You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under this Agreement. You agree to promptly notify us in writing of any loss or damage and will pay to us the present value of the total of all unpaid rental payments for the full rental term plus the estimated fair market value of the Equipment at the end of the originally scheduled term, all discounted at six percent (6%) per year. Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage.

8. COLLATERAL PROTECTION AND INSURANCE: You agree to keep the equipment fully insured against loss with us as loss payee in an amount not less than replacement cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an insured on the policy. You agree to provide us certificates or other evidence of insurance acceptable to us, before this Agreement begins or, we will enroll you in our property damage coverage program and bill you a property damage surcharge as a result of our increased administrative costs and credit risk. As long as you are current at the time of the loss (excluding losses resulting from acts of God), the replacement value of the equipment will be applied against any loss or damage as per paragraph 7. You must be current to benefit from the property damage surcharge program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE COVERAGE ON THIS EQUIPMENT.

9. INDEMNITY: We are not responsible for any loss or injuries caused by the installation or use of the equipment. *TO THE EXTENT PERMITTED BY LAW.* You agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by the Equipment.

10. TAXES AND FEES: You agree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. You also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs involved in completing this transaction. You further agree to pay us \$59.50 on the date the first rental payment is due to cover the expense of originating the Agreement. If the total sum of the payments exceeds \$75,000, the origination fee will be \$79.50. If the lease includes a \$1 Purchase Option, you agree to file any required personal property tax returns, and if we ask, you will provide us with proof of payment.

11. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign, or transfer this Agreement, the new Owner will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the rights of the new Owner will not be subject to any claims, defenses, or set offs that you may have against us.

12. DEFAULT AND REMEDIES: If you do not pay any rental payment or other sum due to us or other party when due or if you break any of your promises in the Agreement or any other Agreement with us, you will be in default. If any part of a payment is late, you agree to pay a late charge of 15% of the payment which is late or if less, the maximum charge allowed by law. If you are ever in default, we may retain your security deposit and at our option, we can terminate or cancel this Agreement and require that you pay (1) the unpaid balance of this Agreement (discounted at 6%); (2) the amount of any purchase option and if none is specified, 20% of the original equipment cost which represents our anticipated residual value in the equipment; (3) and return the equipment to us to a location designated by us. We may recover interest on any unpaid balance at the rate of 8% per annum. We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Minnesota or any other law. If we refer this Agreement to an attorney for collection, you agree to pay our reasonable attorney's fees and actual court costs. If we have to take possession of the equipment, you agree to pay the cost of repossession. The net proceeds of the sale of any repossessed Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS AGREEMENT. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. It is further agreed that your rights and remedies are governed exclusively by this Agreement and you waive customer's rights under Article 2A (508-522) of the UCC.

13. UCC FILINGS: You grant us a security interest in the equipment if this Agreement is deemed a secured transaction and you authorize us to record a UCC-1 financing statement or similar instrument, and appoint us your attorney-in-fact to execute and deliver such instrument, in order to show our interest in the equipment.

14. SECURITY DEPOSIT: The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions herein are fully complied with and provided you have not ever been in default of this Agreement per paragraph 12, the security deposit will be refunded to you after the return of the equipment in accordance with paragraph 6.

15. LAW: This Agreement will be deemed fully executed and performed in the State of Minnesota upon signing by the Owner and will be governed by and construed in accordance with Minnesota law. You expressly consent to jurisdiction and venue of any state or federal court in the State of Minnesota and waive right to trial by jury for any claim or action arising out of or relating to this Agreement or the Equipment. You waive right of defense of inconvenient forum.

16. OVERAGES AND COST ADJUSTMENTS: You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per copy and the per copy charge over the base minimum by a maximum of 15% of the existing charge.

17. UPGRADE/DOWNGRADE PROVISION: AFTER INCEPTION OF THE AGREEMENT AND UPON YOUR REQUEST, WE MAY REVIEW YOUR COPY VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING TO ACCOMMODATE YOUR NEEDS.

18. TRANSITION BILLING: In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be the fifteenth (15th) day of the month following installation. Customer agrees to pay a prorated amount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the base minimum usage payment prorated on a 30 day calendar month and will be added to the Customer's first invoice.

FOR MUNICIPALITIES ONLY

19-A. CUSTOMER COVENANTS: the Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and

(2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) that the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) Customer has not previously terminated a lease for non-appropriation, except as specifically described in a letter appended hereto.

19-B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

19-C. NON APPROPRIATION: In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;

2. Such non-appropriation did not result from any act or failure to act of customer;

3. Customer has exhausted all funds legally available for all payment due under the Agreement; and

4. There is no other legal procedure by which payment can be made to Lessor.

Then, provided that (a) Customer has given Lessor written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, lease or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Lessor, at Customer's expense, Lessors remedies for such default shall be to terminate the Lease at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Lessor in its sole discretion may desire, without any duty to account to Customer.

CITY OF PRAIRIE VILLAGE

TO: CITY COUNCIL MEMBERS
FROM: MAYOR RON SHAFFER
SUBJECT: COMMITTEE REAPPOINTMENTS
DATE: 4/11/2007

The residents listed below have agreed to serve another term as members of City Committees. They are a talented group of individuals who provide strong leadership in this community. We are fortunate to have their commitment and experience. I urge you to ratify their reappointment.

ADA Advisory Committee	Gary	Groening	April, 2010
ADA Advisory Committee	Craig	Phillips	April, 2010
ADA Advisory Committee	Michele	Ohmes	April, 2010
ADA Advisory Committee	Jon	Ratliff	April, 2010
ADA Advisory Committee	Kim	Ratliff	April, 2010
ADA Advisory Committee	Alleen	VanBebber	April, 2010
ADA Advisory Committee	Martha	Wyrsh	April, 2010
Planning Commission/BZA	Robert	McKim	April, 2010
Planning Commission/BZA	Randy	Kronblad	April, 2010
Planning Commission/BZA	Marlene	Nagel	April, 2010
Environment/Recycle Committee	Clair	Barron	April, 2010
Environment/Recycle Committee	Theresa (Teri)	Carey	April, 2010
Environment/Recycle Committee	Polly	Swafford	April, 2010
Environment/Recycle Committee	Diane	Mooney	April, 2010
Environment/Recycle Committee	Linda	Smith	April, 2010
Park & Recreation Committee	Shelly	Trewolla	April, 2010
Park & Recreation Committee	A. J.	LoScalzo	April, 2010
Park & Recreation Committee	Kathy	Peterson	April, 2010
Prairie Village Arts Council	Bob	Endres	April, 2010
Prairie Village Arts Council	Bill	Rose	April, 2010
Sister City Committee	James	Honess	April, 2010
Sister City Committee	Bob	McGowan	April, 2010
Sister City Committee	Robert	Moffat	April, 2010
Tree Board	Luci	Mitchell	April, 2010
Tree Board	Cliff	Wormcke	April, 2010
Tree Board	Linda	Bishop	April, 2010

Ratification of my re-appointment of these individuals will be included on the Consent Agenda.

CITY OF PRAIRIE VILLAGE

TO: City Council Members
FROM: Mayor Ron Shaffer
SUBJECT: Ratification of appointment of City Officials
DATE: 4/10/2007

Under the terms of the Municipal Code, the following positions within the City are appointive positions with four-year terms: City Attorney, Assistant City Attorney, City Clerk, City Treasurer, City Administrator, Assistant City Administrator, Municipal Judges, City Prosecutor, Director of Public Works and Chief of Police.

Ratification of my appointment of the following individuals will be included on the Consent Agenda:

Barbara Vernon	City Administrator
S. Robert Pryzby	Director of Public Works
Douglas Luther	Assistant City Administrator
Joyce Hagen Mundy	City Clerk
Charles E. Wetzler	City Attorney
Stephen B. Horner	Assistant City Attorney
M. Bradley Watson	Municipal Judge
Mary Virginia Clarke	Municipal Judge
Fielding Norton, Jr.	City Treasurer
Chauncey M. Depew	City Prosecutor

Issue:

Consider Park & Recreation Committee Appointment

Background:

Mayor Shaffer is pleased to place before you the appointment of Joe Nolke. Mr. Nolke will complete the unexpired term of James Reimer expiring in April, 2009. Mr. Nolke's volunteer application is attached.

Recommendation:

Ratify the Mayor's appointment of Joe Nolke to the Park & Recreation Committee to fill the unexpired term of James Reimer ending in April, 2009.

CONSENT AGENDA



City of Prairie Village APPLICATION TO VOLUNTEER

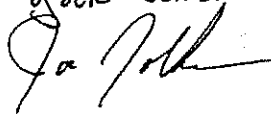
Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to cityclerk@pvkansas.com.

Name Joe Nolke Spouse's Name Lisa Nolke
 Address 4006 West 23rd Terr. P.V. Zip 66208 Ward _____
 Telephone: Home 432-1206 Work 913-562-5688 Fax 913-562-5699
 E-mail Joe.Nolke@businessdistrict.com Other Number(s): 913-909-7258 (cell)
 Business Affiliation Business District
 Business Address 11660 West 75th Street Shawnee KS 66214
 What Committee(s) interests you? Parks & Recreation Committee

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.

My wife + I have lived in PV since we were married
back in 1998. We have two children now with one on the
way. We are deeply rooted in P.V. we have owned three
houses on the same block. Our kids attend St. Ann's Catholic church.
That is our parish that we attend. I am a small business owner
with my office in Shawnee.
Our family enjoys the many parks + pool facilities in our neighborhood.
Our neighbor James Reimer who recently left this committee
position has recommended me for the spot. I believe

Thank you for your interest in serving our community. P.V. is the best place to raise a family + I want to make it even better.

Thank you for your consideration


Memo

To: City Council
From: Mayor Ron Shaffer
Date: 4/12/2007
Re: Proclamation

I have been asked to issue the following proclamation: Lawrin's Legacy Day – May 5, 2007
A copy of the proclamation is attached.

Ratification of the Mayor's execution of the following proclamation:

**LAWRIN'S LEGACY DAY – MAY 5, 2007
CONSENT AGENDA**

CITY OF PRAIRIE VILLAGE

WHEREAS, 82nd Street and Mission Road was once part of a 200+ acre Woolford Farm, and home to Lawrin, one of the great sires in American racing history; and

WHEREAS, in 1938 Lawrin became the only thoroughbred horse born and bred west of the Mississippi River to win a Kentucky Derby; and

WHEREAS, we come together today as a community to remember, celebrate and honor this Prairie Village legacy; and

WHEREAS, we recognize the importance of commemorating our history and sharing it with future generations.

NOW, THEREFORE, I, Ronald L. Shaffer, Mayor of the City of Prairie Village, Kansas do hereby proclaim Saturday, May 5, 2007 as

LAWRIN'S LEGACY DAY

And further urge our citizens, schools, businesses and media to use this occasion to preserve this legacy for all future generations of Prairie Village, Kansas.

Mayor Ronald L. Shaffer

City Clerk

Date



COUNCIL COMMITTEE OF THE WHOLE
April 2, 2007

The Council Committee of the Whole met on Monday, April 2, 2007 at 6:00 p.m. The meeting was called to order by Council President David Belz with the following members present: Mayor Shaffer, Al Herrera, Bill Griffith, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Pat Daniels, Charles Clark and Diana Ewy Sharp. Staff members present: Barbara Vernon, City Administrator; Charles Wetzler, City Attorney; Katie Logan, City's Public Officer; Capt. John Walter, Acting Chief of Police; Doug Luther, Assistant City Administrator and Joyce Hagen Mundy, City Clerk.

Al Herrera moved the approval of the Consent Agenda for Monday, April 2, 2007:

- **Continue Special Use Permit for Communications Antenna at 7700 Mission Road**

CONTINUE

The motion was voted on and passed unanimously.

COU2007-30 Consider City sponsorship of Kentucky Derby Day celebration and dedication at the Antique Mall

Alexis Martin reviewed the proposed program for the "Lawrin's Legacy Celebration" to be held on Saturday, May 5th. The celebration commemorates the 1938 winner of the Kentucky Derby from the Woolford Farm located at 82nd Street and Mission Road, the current location of the Mission Road Antique Mall. The celebration is being spearheaded by Ms Martin and the businesses of the Mission Road Antique Mall and Corinth Square.

Ms Martin reported that \$3,075 has been raised through donations and sponsorships of the event. The estimated budget for the event is \$4,132, creating a shortfall of \$1,057. Ms Martin noted the enthusiasm among the local merchants and schools. She has talked with each of the elementary schools within the City and has over 400 pieces of student artwork that will be on display for the event.

As recommended by the City Council on March 5, 2007, Ms Martin met with the Board of the Corinth Downs Homes Association regarding possible concerns with traffic. She reported the residents are very receptive to the celebration but asked that she not give out the location of Lawrin's grave. The homes association will handle security for their area. She has also spoken with the Fire Department regarding the potential number of individuals going through the Antique Mall on the day of the celebration.

Ms Martin stated she is requesting financial assistance from the City in the amount of a \$500 sponsorship and would like to have off-duty police for the event as there will be a number of valuable items being displayed.

Diana Ewy Sharp stated she is pleased with the enthusiasm that has grown for the event but is hesitant to support financial support of the event by the City noting that the City receives several requests for donations and has made it a policy to decline the requests. She stated the City could help with the promotion of the event through its website and publications, but is concerned with the precedent that would be set by a financial donation. This event is being sponsored by a for-profit business, not a not-for-profit organization. Mr. Griffith agreed with Mrs. Sharp's comments.

Ruth Hopkins asked how this event is different from the Prairie Village Art Show which is financially supported by the City. David Belz responded those funds are from the Arts Council budget.

David Belz stated he has a problem with the request for off-duty police officers. He agrees the event seems to be clearly "Prairie Village" acknowledging a legacy within the City and something that the City would want to continue. Michael Kelly and Al Herrera also spoke in support of the financial contribution.

Andrew Wang applauded the efforts of Ms Martin in organizing this event and for the amount of research she has conducted. He noted a \$500 contribution is not a significant amount of money; however, he has trouble distinguishing this event for potential other future commercial events. He doesn't see Prairie Village as having a strong connection to the Kentucky Derby, noting Prairie Village was not a City when Lawrin won the Kentucky Derby.

Laura Wassmer disagreed noting the horse lived and was raised in Prairie Village. She sees the event beginning as the Villagefest celebration did, not initiated by the City, but driven through the efforts of citizens. She sees this event as having the potential to both continue and to grow in size.

Ruth Hopkins agreed and made the following motion, which was seconded by Al Herrera:

**RECOMMEND THE CITY COUNCIL DONATE \$500 TOWARD THE
SPONSORSHIP OF THE "LAWRIN'S LEGACY DAY" CELEBRATION
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

David Belz confirmed the motion did not include any donated security only the financial donation of \$500.

Captain John Walter stated the Department has had previous requests to provide free off-duty officer security services but has always responded "no". The Department already provides over 2400 hours annually in paid off-duty

contractual services. Bill Griffith confirmed for security on private property, such as the Antique Mall, a security service could be used.

The motion was voted on and passed by a vote of 8 to 3 with "Griffith, Wang & Ewy Sharp" voting no.

Alexis Martin thanked the Council for their support. She noted they are trying not to place the focus of the event on the Kentucky Derby, but on Prairie Village and its legacy. She stated there is so much more than "Lawrin" in the history of Prairie Village to acknowledge and agrees that the event could become an annual event.

COU2007-21 Update on property at 7618 Mohawk Drive

Catherine Logan reported the property at 7618 Mohawk Drive was sold by Mr. Siggs on March 30, 2007 to Mark Cooney. Ms Logan stated that Mr. Siggs has agreed to pay the City's legal fees incurred to date. The lawsuit remains on record and Mr. Cooney has been made aware of the expectations of the City with regard to this property.

Diana Ewy Sharp asked what Mr. Cooney intends to do with the property. Ms Logan responded, he has said he wants to repair the structure.

COU2006-27 Consider Project 190855: Tomahawk Road Bridge Replacement
Bob Pryzby reported last September, the City of Mission Hills requested the City participate in the replacement of the Tomahawk Road Bridge over Brush Creek. The City of Mission Hills has obtained a County Assisted Road System (CARS) project approval for \$1,064,000. The CARS share is \$532,000 with the two cities covering \$266,000 each.

Mr. Pryzby presented an Interlocal Agreement for Construction and Construction Administration with the City of Mission Hills. The total cost is \$1,402,000 with the City of Prairie Village share being \$435,000. The additional cost is primarily to replace a sanitary sewer line that was to be abandoned by Johnson County Wastewater, but now will not be abandoned. The estimated cost for the replacement is \$100,000.

The balance of the increase is insurance deductible of \$50,000 per occurrence for working in Brush Creek should a flood event damage the bridge project while under construction. The City of Mission Hills agreed to pay the \$50,000 deductible for up to three flood events of \$150,000. It should be noted that should no flood event occur, then the City of Prairie Village share will be reduced by \$75,000.

Mr. Pryzby noted because the project was considered by the City Council after the 2008 Capital Infrastructure Program was approved, there is no funding in the Capital Infrastructure Program.

Staff proposes to use \$200,000 in Capital Infrastructure Program - Street Unallocated and to request a General Fund Contingency transfer of \$235,000.

Bill Griffith confirmed this agreement calls for the City to essentially self-insure the contractor and stated he feels this is the responsibility of the contractor. Mr. Pryzby responded the contractor had a recent loss and that the City of Mission Hills has agreed to fund an estimate of up to three losses for a total of \$150,000 with the costs shared equally.

David Voysey asked if the contractor was unable to get insurance. Mr. Pryzby responded he did not know. Mr. Voysey did not feel it was appropriate for the City to incur the liability for the contractor.

Pat Daniels asked if the contractor was the low bidder. Mr. Pryzby noted that as a City of the third class, Mission Hills was not required to bid the project. The contractor doing the work is a contractor that does most of the infrastructure work for the City of Mission Hills.

David Belz confirmed part of the increase for the city is because Johnson County Wastewater changed their mind. Mr. Pryzby noted cities generally pay for the relocation of any lines. Mr. Belz asked why this revised construction amount was not funded originally. Mr. Pryzby responded Mission Hills was able to secure CARS funding and requested the City's participation in the program after the 2007 budget had been set; therefore, no funds have been budgeted.

Charles Clark noted relocation of lines is the City's obligation and noted the cost of insurance is usually included in a bid and therefore is essentially covered by the City as well. He noted Prairie Village is not the contracting City and is not able to control the terms of agreement for a project it is not administering. Mr. Pryzby agreed with Mr. Clark's statement and noted the City is essentially being a good neighbor. Mr. Clark confirmed that Mr. Pryzby felt the costs presented in the agreement were reasonable.

Mr. Pryzby reminded the Council if no losses were incurred the \$75,000 would not be spent. He knew the contractor and does not anticipate any losses noting this channel has a weather warning capability that is located in Public Works.

Ruth Hopkins stated on the surface she has some concerns with the agreement; however, noted the even greater concern of the businesses in the Prairie Village Shopping Center on the potential impact this construction will have on their sales if it continues into the holiday season. She supports approving the agreement and proceeding with the project as soon as possible.

Bill Griffith strongly disagreed noting that if Highwoods were doing this project, the City would not consider insuring them. He feels there are three options: 1) Go with the agreement; 2) Mission Hills indemnify the entire amount and 3) require the contractor to get his own insurance.

Diana Ewy Sharp stated she does not want to stop the project, but she feels the City should advise Mission Hills that it will not support the insurance coverage.

Michael Kelly agreed with Mrs. Hopkins noting several of the constituents in his ward are also concerned with the impact this construction will have on traffic.

Bob Pryzby reminded the Council they agreed to let the City of Mission Hills administer the project.

David Voysey expressed concern with the contractor. Mr. Pryzby stated he had no concerns with the ability of the contractor to perform the work required for this project.

Al Herrera spoke in favor of proceeding on this project. He feels the Council owes it to our businesses to complete this project in a timely manner and noted any concerns with the contractor should have been addressed long ago.

David Belz asked what the impact would be, in terms of delaying the project, of sending the agreement back to the City of Mission Hills with the direction that the City will not cover insurance costs. Mr. Pryzby noted their Council only meets once a month. He explained the error was made by Black & Veatch in their estimate of the costs and the contract has been negotiated with Mr. Belger. He doesn't know if they would consider it at their April meeting, which is tomorrow evening, or if it would be delayed until May.

Pat Daniels asked for an estimated construction time for the project. Mr. Pryzby responded six months.

Laura Wassmer stated she wants the agreement renegotiated. Diana Ewy Sharp asked what the impact would be on the contingency fund balance. Barbara Vernon responded this project plus another public works request being introduced later tonight would use about half of the fund.

Mr. Griffith stated approval of this agreement would not be acting as good stewards of our residents' money. Mrs. Ewy Sharp agreed.

Ruth Hopkins stated the City gave Mission Hills authorization to administer the project and agreed to share the cost; therefore, she made the following motion, which was seconded by Al Herrera:

RECOMMEND THE CITY COUNCIL APPROVE AN INTERLOCAL AGREEMENT WITH THE CITY OF MISSION HILLS FOR PROJECT

**190855: TOMAHAWK ROAD BRIDGE REPLACEMENT AND
AUTHORIZE THE TRANSFER OF \$235,000 FROM THE GENERAL
FUND CONTINGENCY TO PROJECT 190855.**

David Voysey confirmed the requested transfer would cover the costs with the occurrence of losses. Mr. Griffith restated potential loss is an inherent risk in business and the City should not be taking on that risk for the contractor.

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

**COUNCIL ACTION TAKEN
4/2/2007**

COU2007-32 Consider Cleaning of HVAC Systems

Bob Pryzby advised the Council that last summer, black mold was found in one Heating Ventilation Air Conditioning (HVAC) system at the Municipal Offices. The offending system was cleaned to remove the spores. Public Works staff has found the black mold has returned in the same system plus other systems. Discussions with the City HVAC contractor have concluded that all the HVAC systems should be cleaned. Additional investigation indicates that the spores may be residing in the flexible joints between the unit and the ductwork. These flexible joints are original with the initial construction of the building.

The contractor recommends the installation of Ultra-Violet (UV) lights in the ductwork, which will kill mold spores and many airborne germs. Mr. Pryzby explained the process to be followed.

The HVAC systems in Public Safety, Community Center and Public Works have never been cleaned. The Contractor recommends we clean all the systems. The costs are as follows:

<u>Facility</u>	<u>Cleaning</u>	<u>Flex Connectors</u>	<u>UV Lamps</u>
Municipal Offices	\$ 29,600	\$ 3,000	\$ 13,400
Public Safety	\$ 14,000	\$ 500	\$ 2,400
Public Works (A + B)	\$ 4,500	\$ 1,500	\$ 3,400
Community Center	\$ 1,700	\$ 0	\$ 2,400
Total	\$ 49,800	\$ 5,000	\$ 21,600

The cost to clean all HVAC systems, replace flexible connectors and install UV lamps is \$76,400. Public Works staff has attempted to contact other contractors for cleaning the ducts. The response was they use Midwest Duct Cleaning Services.

No funding exists for this work; therefore, a transfer from General Fund Contingency will be necessary. A waiver of bids is also requested as there is no

other vendor to consider for the work. Mr. Pryzby noted the work could all be done at one time or it could be split into multiple years based on most pressing need.

Andrew Wang asked if there was a documented health risk. Mr. Pryzby responded this is similar to the problems being experienced after Hurricane Katrina. The proposed UV lamps will kill the spores and a coating will also be applied to the duct surface. He noted the lamps are not expensive and they are commonly being used.

Ruth Hopkins noted all mold is not harmful. She would like to have someone with knowledge say there is a valid health concern before going forward with the proposed work. She feels more information is needed and that this can be delayed until more information is received. She would like to have the mold tested. Ms. Wassmer agreed.

Andrew Wang stated the testing should be done by someone not involved with abatement. Mayor Shaffer suggested Mr. Pryzby contact the Mayor of Westwood who operates an environmental firm.

David Belz stated this item will be continued until further information can be obtained.

CONTINUED

COU2007-31 Consider City Administrator/City Manager forms of government

Charles Wetzler stated he reviewed several articles on both the City Administrator and City Manager forms of government. He noted approximately 45% of municipalities follow the Council/Mayor form with 55% using the City Manager form. Mr. Wetzler stated to change from the current Council/Mayor form would require an election.

Under the City's current Council/Mayor format the Council does everything. The City Administrator administers the affairs of the city under the direction of the Mayor and Council who set policy for the City. Under the City Manager form the City Manager is more like a CEO with the Council operating as a Board of Directors. The City Manager is responsible for the administration of the city's business, including the enforcement of the laws and ordinances and the city administrative officers and employees. In particular, the manager is responsible for appointing and removing all non-elective heads of departments, officers and employees of the City.

Mr. Wetzler noted Johnson County went through the process five or six years ago spending several years investigating and coordinating the change to City Manager form of government. He felt if the Council decides to have an election

to change the form of government, he would feel the residents would expect the Council to have compelling reasons for requesting the change.

Ruth Hopkins stated she had been told by several persons, the City would not get the best candidates for a City Administrator position and City Managers have more power with the ability to hire and fire. She is concerned the City gets the best candidates applying for the city's top position.

Michael Kelly stated he is looking at it as an opportunity to improve the efficiency of city government and looking to the future of the city. He noted Mayor Franklin in his appointment of a City Administrator professionalized the position.

Al Herrera noted 50 years of excellent leadership. He does not see the need to make a change and feels the City's focus should be on the implementation of the Village Vision.

Charles Clark expressed concern with the timing. He does not want to delay the hiring of a Police Chief noting the selection process has begun and that working with temporary leadership is difficult for employees and bad for morale. The election process to make the change would take a long time and he does not want to delay the hiring process for either of these key leadership positions.

Andrew Wang asked what is not working that would indicate a change is needed. He does not share Mrs. Hopkins concerns with getting the best candidates to apply. He feels the City will get the best candidates for a City Administrator based on the job description given.

Pat Daniels confirmed the basic difference is the ability of the City Manager to hire and fire department heads. He sees this form used in cities with populations over 50,000 people and a large number of employees. The only Johnson County cities with City Managers are Overland Park, Olathe and Shawnee. He would like to have a compelling reason to make the change and he does not see any at this point in time. However, if the Council wishes to go forward, the hiring of a Police Chief needs to be delayed.

Michael Kelly is looking to improve how the city operates. He does not feel the Police Chief selection needs to be delayed. He would feel more power given to the City Administrator would improve the efficiency of the City.

Mayor Shaffer stated he needs to be convinced a change is needed. He feels the current form has been successful and stated the search process started can not be delayed.

David Belz sees timing as the problem. He would like to fully explore the possible change and would have liked to have seen it begun 18 months ago. He has no problem continuing to discuss this.

Diana Ewy Sharp stated she sees no compelling reasons to make such a significant change. Residents have confidence in how the city is being run and feels that efficiency can be improved without changing the form of government. The delay of the search process for a Chief of Police would be totally inappropriate. This is a philosophy question that should be dealt with by the City Council on a retreat with a facilitator to discuss the big picture for the City. She feels there is a lack of cohesiveness among the Council and now is the time to talk.

Laura Wassmer asked what could be done by a City Manager that isn't being done now. Michael Kelly responded there are things a City Manager can do that a City Administrator cannot now do. He is open to enhancing the job description for the City Administrator. He feels the two positions are not interchangeable and individuals are specifically seeking a City Administrator position or a City Manager position.

Bill Griffith noted in larger more politicized environments there is a stronger concern among department heads with potential change with changes of Mayors. He noted this has not been a problem in Prairie Village and noted the length of service of current city officials.

Pat Daniels stated he had been told by both City Administrators and City Managers that the search would probably have a slightly larger base as a City Manager position; however, he does not see any compelling reason to make the change at this time.

Diana Ewy Sharp asked what the timeline was for the hiring. Charles Clark responded applications for the position of Police Chief closed on March 30. He expects to have a list of candidates with interviews in May. Barbara Vernon stated she had talked with Mr. Mercer who stated they had received several applications with very strong qualifications and felt they would have a short list to the City for interviews by the end of April.

Mr. Clark stated the search for the City Administrator has not begun. The first step will be writing the job description for the position. Mrs. Vernon noted the process will not take as long since the background information on the City has already been prepared for the Police Chief search.

Diana Ewy Sharp asked if it was the intent of the committee to have someone in place before Mrs. Vernon leaves. Mayor Shaffer stated he does not want an interim City Administrator. He intends to have a City Administrator in place immediately following Mrs. Vernon's retirement.

David Belz confirmed it was the consensus of the Council committee that a special election to change the city's form of government was not merited at this time, but the Council will continue to discuss possible changes to the job

description for the City Administrator position. Mr. Belz noted the agenda for the April 16th meeting is full and that budget discussions would begin in May.

Adjournment

Council President David Belz adjourned the meeting at 7:30 p.m.

David Belz
Council President

**INSURANCE COMMITTEE
5 APRIL, 2007
MINUTES**

The Insurance Committee met at 3:15 pm in the Prairie Village Community Center. Members present: Charles Clark and Wayne Vennard. Also present: Barbara Vernon, Doug Luther, Bob Frankovic, and Shari Gilliam.

Consider 2007-2008 Property/Casualty Renewal

Mr. Frankovic reported that, as expected, the City received bids from three carriers: St. Paul, Trident, and Arrowhead. Overall, the renewal bids represent a rate reduction of nearly 15%. Mr. Frankovic said this is largely due to renewed competition in the market.

Mr. Frankovic noted that Arrowhead did not provide a quote on Umbrella coverage,

Mr. Frankovic noted that, as requested, bids were received based on three deductible levels: \$5,000, \$10,000, and \$25,000. The current deductible for most of the property/casualty lines of coverage is \$5,000. An exception to this is Auto Physical Damage, which has a \$1,000 deductible.

Committee members noted that there is not a significant amount of premium savings in moving from a \$5,000 to \$10,000 deductible. However, the savings increase somewhat with a \$25,000 deductible.

Committee members also reviewed the City's property casualty loss history over the past several years. Since 2000, the City has averaged annual losses of \$26,060 on auto, \$20,468 on general liability, and \$8,651 on property. They noted that the only property claim since 2000 has been a \$60,000 claim in 2006.

Committee members said the City should increase its deductibles and establish an insurance reserve fund to pay for losses incurred below the deductible limit. This fund could be partially funded with the premium savings achieved through taking the higher deductible.

Committee members also discussed the City's current auto coverage. They stated that the City could achieve premium savings by not carrying physical damage (collision) coverage on all vehicles. Only newer and/or high value vehicles could be covered. Other physical damage losses could be paid through an insurance reserve fund. Mr. Frankovic noted that this change could reduce the overall premium by several thousand dollars. Committee members stated that they would want to retain comprehensive coverage for vehicles, though.

Committee members noted that the quotes provided by Trident and the St. Paul are very close, and asked about Trident's claims administration history. Mr. Frankovic said he has not had any experience with Trident in this area. He added that the City's experience with the St. Paul has been favorable, and that the St. Paul has

indicated they may resume carrying workers compensation coverage for public entities in the next year. However, this coverage would only be available to clients with multi-line coverage. As a result, if the City were to seek property/casualty coverage through Trident, workers compensation coverage through the St. Paul would not be an option.

Mr. Frankovic added that, if the City were to choose to obtain coverage, then drop equipment, vehicles, etc. from the policy, the amounts would be credited back to the City. Therefore, changes can be made for specific items after coverage is renewed if necessary.

Committee members confirmed that Mr. Frankovic would review all of the renewed policies to ensure that coverages are the same as the current policy. Mr. Frankovic said there may be some minor changes from the current policy, but that the basic coverages would be the same.

Committee members agreed to recommend the City Council renew the City's property/casualty coverage with the St. Paul at an annual cost of \$193,130 with the following deductible amounts:

\$25,000	Property
\$25,000	Scheduled IM Equipment
\$25,000	Public Official Liability / Law Enforcement Liability
\$25,000	Employment Practices Liability
\$0	General Liability

Committee members agreed to recommend that the City Council approve the establishment of an Insurance Reserve Fund.

Committee members said this recommendation would be presented to the Council Committee of the Whole on 16 April. Mr. Frankovic said he would plan to attend the meeting.

There being no further business, the meeting adjourned.

Wayne Vennard
Chairman

City of Prairie Village, KS
 Bid Results
 5/1/07 to 5/1/08

	<u>\$5,000 Ded.</u>				<u>\$10,000 Ded</u>			<u>\$25,000 Ded</u>		
	<u>St Paul</u>	<u>St Paul</u>	<u>Trident</u>	<u>Arrowhead</u>	<u>St Paul</u>	<u>Trident</u>	<u>Arrowhead</u>	<u>St Paul</u>	<u>Trident</u>	<u>Arrowhead</u>
Property	23,267.00	28,354.00	22,214.00	44,614.00	27,014.00	20,533.00	No Quote	25,748.00	19,564.00	40,996.00
Inland Marine	12,567.00	5,808.00	3,984.00	Incl	5,256.00	3,984.00	No Quote	5,020.00	3,984.00	Incl
General Liability	34,320.00	36,058.00	43,855.00	34,959.00	36,058.00	43,855.00	No Quote	36,058.00	43,855.00	26,728.00
Employee Benefits Liability	381.00	192.00	Incl	Incl	192.00	Incl	No Quote	192.00	Incl.	Incl
Law Enforcement Liability	36,103.00	28,500.00	26,358.00	27,523.00	28,500.00	26,358.00	No Quote	23,343.00	24,274.00	20,091.00
Public Officials Liability	3,885.00	3,787.00	15,366.00	6,421.00	2,873.00	15,366.00	No Quote	2,348.00	15,366.00	5,779.00
Employment Practices Liability	16,446.00	14,496.00	Incl	7,071.00	14,496.00	Incl.	No Quote	11,114.00	Incl.	6,363.00
Auto Liability	47,754.00	23,668.00	20,665.00	35,233.00	23,668.00	20,665.00	No Quote	23,668.00	20,665.00	35,233.00
Auto Physical Damage	Incl	9,648.00	17,942.00	Incl	9,648.00	17,942.00	No Quote	9,648.00	17,942.00	Incl
Crime	2,608.00	2,534.00	2,961.00	1,061.00	2,534.00	2,961.00	No Quote	2,534.00	2,961.00	1,061.00
Umbrella	47,268.00	48,243.00	50,125.00	TBD	48,243.00	50,125.00	No Quote	48,243.00	50,125.00	TBD
Fiduciary	4,766.00	4,834.00	4,834.00	4,834.00	4,834.00	4,834.00	No Quote	4,834.00	4,834.00	4,834.00
Special Crime 3 yr term	3,420.00	1,479.00	1,479.00	1,479.00	1,479.00	1,479.00	No Quote	1,479.00	1,479.00	1,479.00
Treasurers Bond	180.00	180.00	180.00	180.00	180.00	180.00		180.00	180.00	180.00
Terrorism	-2,122.00	-1,569.00	-5,864.00	-1,584.00	-1,370.00	-5,815.00		-1,279.00	-5,755.00	-1,301.00
Membership/Risk Management Fee				195.00						195.00
Sub Total				161,986.00						141,638.00
Total w/o Terrorism	230,843.00	206,212.00	204,099.00		203,605.00	202,467.00	No Quote	193,130.00	199,474.00	
Total w/Terrorism	232,965.00	207,781.00	209,963.00		204,975.00	208,282.00	No Quote	194,409.00	205,229.00	

City of Prairie Village, KS
Bid Results
5/1/07 to 5/1/08

Ded Option 1- St Paul
\$5,000 Ded on Property & Public Officials Liability
\$10,000 Ded Law Enforcement
\$15,000 Ded Employment Practices Liability

Option 2 - St Paul
\$10,000 Ded on Property & Law Enforcement
\$10,000 Ded on Scheduled IM Equipment
\$15,000 Ded Employment Practices Liability

Option 3 - St Paul
\$25,000 Ded Property
\$25,000 Ded on Scheduled IM Equipment
\$25,000 Ded Public Official Law Enforcement
\$25,000 Ded Employment Practices Liability
No Ded on GL

Option 1 - Trident
\$5,000 Ded on property
\$10,000 Ded Law Enforcement & Public Officials Liability
\$15,000 Ded Employment Practices Liability

Option 1 - Trident
\$10,000 Ded on property
\$10,000 Ded Law Enforcement & Public Officials Liability
\$15,000 Ded Employment Practices Liability

Option 1 - Trident
\$25,000 Ded on property
\$25,000 Ded Law Enforcement & Public Official
\$25,000 Ded Employment Practices Liability
No Ded on GL

Ded Option 1- Arrowhead
\$5,000 Ded on Property
\$10,000 Ded Law Enforcement
\$15,000 Ded Employment Practices Liability
& Public Officials Liability

Option 2 - Arrowhead
No quote

Option 3 - Arrowhead
\$25,000 Ded Property
\$25,000 Ded on Scheduled IM Equipment
\$25,000 Ded GL, Public Official, Law Enforce
\$25,000 Ded Employment Practices Liability

**Property & Casualty Insurance
Estimated Premium Calculations
2007 - 2008 Renewal**

	2006-2007 Premium	\$25K Ded 2007-2008 Premium	% Incr for 2008-2009 Premium	\$25K Ded 2008 - 2009 Premium Est.
Property	36,034	30,768	6.0%	32,614
General Liability	34,801	36,058	5.0%	37,861
Law Enforcement Liability	36,106	23,343	3.2%	24,090
Public Official Liability	20,331	13,654	5.0%	14,337
Auto	48,623	33,316	3.2%	34,382
Umbrella Coverage	47,363	48,243	5.0%	50,655
Special Crime	1,140	1,479	3.2%	1,526
Crime	2,608	2,534	3.2%	2,615
Fiduciary Liability	4,766	4,834	3.2%	4,989
Treasurer's Bond		180	0.0%	180
Total	231,772.00	194,409.00		203,249.02

Budget Impact of Premiums

2007

06-07 Premium applicable to 2007 Budget	77,257
07-08 Premium applicable to 2007 budget	129,606
2007 Budget Impact	206,863
2007 Budget for P/C Premiums	240,998
2007 Budget Savings	34,135
Avg. Losses	55,179

2008

07-08 Premium applicable to 2008 Budget	64,803
08-09 Premium applicable to 2008 Budget	135,499
2008 Budget Impact	202,310
2008 Budget for P/C Premiums	249,209
2008 Budget Savings	46,899
Avg. Losses	55,179

Insurance Reserve Projections

Beginning Balance -- 5/1/2007	34,135
2007 Losses	55,179
Balance -- 12/31/2007	(21,044)
2008 Reserve Funding	46,899
2008 Losses	55,179
Reserve Fund Balance -- 12/31/2008	(8,280)



*AN INSURANCE PROPOSAL
PREPARED FOR:*

City Of Prairie Village Kansas

*7700 Mission Road
Prairie Village, KS 66208*

PRESENTED BY:

*Robert P. Frankovic
Cretcher-Lynch & Co.
8511 Hillcrest Road, Suite 300
Kansas City, MO 64138-2777
816-444-9494*

May 1, 2007 to May 1, 2008

The abbreviated outlines of coverage used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage. Please read your policy for specific details of coverages.

PLEASE NOTE!!!! Cretcher-Lynch & Co. is not an expert in the financial analysis of insurance companies. Should the insurance company become unable to satisfy its obligation to pay claims, Cretcher-Lynch will not be held responsible for the insolvency of the carrier.

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Cretcher-Lynch & Company, Inc.

*8511 Hillcrest Road
Kansas City, MO 64138
(816) 444-9494 Fax: (816) 444-5474
Business Hours: Monday- Friday 8:30AM-5:00PM*

Your Service Team

- ◆ *Team Leader/Account Manager- Susie Young- 816-276-1649- syoung@cretcher-lynch.com*
 - ◆ Marketing of new business and renewal insurance coverage
 - ◆ Servicing of day to day insurance and risk management needs
 - ◆ Preparation of renewal binders, auto ID cards, and invoices
 - ◆ Review contracts and bid specifications for insurance requirements
 - ◆ Oversees certificate issuance, endorsement requests and policy processing by service team

- ◆ *Account Manager- Shari Gilliam- 816-276-1647- sgilliam@cretcher-lynch.com*
 - ◆ Marketing of new business and renewal insurance
 - ◆ Servicing of day to day insurance needs
 - ◆ Preparation of binders, auto ID cards, invoices
 - ◆ Reviews contract and bid specifications for insurance requirement
 - ◆ Back-up for Susie Young on her accounts

- ◆ *Quality Control Technician- June Maddox- 816-276-1653*
 - ◆ Reviews policies for accuracy, correct coverages and exposures
 - ◆ Checks issued endorsements as received from the company for correctness
 - ◆ Review of audits, comparing final exposures and classifications to estimated
 - ◆ Prepares invoices

- ◆ *Technical Assistant- Jodi Gehrs- 816-444-9494 Fax 816-444-5474 jgehrs@cretcher-lynch.com*
 - ◆ Issues policy change request to insurance company

- ◆ *Certificates- Fax Number: 816-361-4505*
Email: certificates@cretcher-lynch.com
 - ◆ Issues certificates of insurance to third party per request from insured
 - ◆ Prepares list of certificate holders 30 days prior to expiration for client review and revision

Accounting Manager	Diana Jackson	816-276-1631
Personal Lines (<i>Auto, Homeowners</i>)	Adam Gildemeister	816-276-1613
Surety Bonds	Erle Benton	816-276-1686
Claims	Steve Edwards	816-276-1690

City of Prairie Village, KS
 Bid Results
 5/1/07 to 5/1/08

	<u>\$5,000 Ded.</u>				<u>\$10,000 Ded</u>			<u>\$25,000 Ded</u>		
	<u>St Paul</u>	<u>St Paul</u>	<u>Trident</u>	<u>Arrowhead</u>	<u>St Paul</u>	<u>Trident</u>	<u>Arrowhead</u>	<u>St Paul</u>	<u>Trident</u>	<u>Arrowhead</u>
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Auto Physical Damage - Comp	Incl	4,912.00	17,942.00	Incl	4,912.00	17,942.00	No Quote	4,912.00	17,942.00	Incl
Auto Physical Damage - Coll	Incl	4,736.00	Incl.	Incl	4,736.00	Incl	No Quote	4,736.00	Incl.	Incl
Crime	2,608.00	2,534.00	2,961.00	1,061.00	2,534.00	2,961.00	No Quote	2,534.00	2,961.00	1,061.00
Umbrella	47,268.00	48,243.00	50,125.00	TBD	48,243.00	50,125.00	No Quote	48,243.00	50,125.00	TBD
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Terrorism	-2,122.00	-1,569.00	-5,864.00	-1,584.00	-1,370.00	-5,815.00		-1,279.00	-5,755.00	-1,301.00
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City of Prairie Village, KS

Bid Results

5/1/07 to 5/1/08

Ded Option 1- St Paul
\$5,000 Ded on Property & Public Officials Liability
\$10,000 Ded Law Enforcement
\$15,000 Ded Employment Practices Liability

Option 2 - St Paul
\$10,000 Ded on Property & Law Enforcement
\$10,000 Ded on Scheduled IM Equipment
\$15,000 Ded Employment Practices Liability

Option 3 - St Paul
\$25,000 Ded Property
\$25,000 Ded on Scheduled IM Equipment
\$25,000 Ded Public Official Law Enforcement
\$25,000 Ded Employment Practices Liability
No Ded on GL

Option 1 - Trident
\$5,000 Ded on property
\$10,000 Ded Law Enforcement & Public Officials Liability
\$15,000 Ded Employment Practices Liability

Option 1 - Trident
\$10,000 Ded on property
\$10,000 Ded Law Enforcement & Public Officials Liability
\$15,000 Ded Employment Practices Liability

Option 1 - Trident
\$25,000 Ded on property
\$25,000 Ded Law Enforcement & Public Official
\$25,000 Ded Employment Practices Liability
No Ded on GL

Ded Option 1- Arrowhead
\$5,000 Ded on Property
\$10,000 Ded Law Enforcement
\$15,000 Ded Employment Practices Liability
& Public Officials Liability

Option 2 - Arrowhead
No quote

Option 3 - Arrowhead
\$25,000 Ded Property
\$25,000 Ded on Scheduled IM Equipment
\$25,000 Ded GL, Public Official, Law Enforcement
\$25,000 Ded Employment Practices Liability

City Of Prairie Village Kansas

Comments:

Rate reductions and application of experience rating credits have resulted in premium reductions for most lines for the renewal term. Renewal policies will be issued using Travelers policy forms.

Property

Building values increased 7% and Business Personal Property values increased 4%
Signed Statement of Values

Special Crime

Policy has been renewed with Travelers for a 3 year term.

Property Special

OPTION 1

Coverage	Limit
Blanket Building/Personal Property #1	\$ 13,230,455
Coinsurance: 90 %	Agreed Amount
Valuation: Replacement Cost	
Deductible	\$ 5,000

Extra Expense	Monthly Limitation	Total Limit
006 Administration & Repair Shop	40 / 80 / 100 %	\$ 100,000
010 Public Safety Center	40 / 80 / 100 %	\$ 250,000
019 Municipal Bldg	40 / 80 / 100 %	\$ 250,000

Flood or Surface Water	\$ 5,000,000
Deductible:	\$ 25,000

Excludes time element coverage.

Covered Locations:

All locations scheduled on your Property Protection Coverage Summary, or per the most current statement of values on file with the company, except for those listed below as excluded locations. An each location combined total limit may apply to a location that is listed in the Flood Or Surface Water Schedule of Locations.

Excluded Locations:

- Any FEMA zone 'A',
- Any FEMA zone 'B/shaded X',or
- Any FEMA zone 'V'

Earthquake or Volcanic Eruption	\$ 5,000,000
Deductible:	\$ 25,000

Excludes time element coverage.

Covered Locations:

All locations scheduled on your Property Protection Coverage Summary, or per the most current statement of values on file with the company, except for

those listed below as excluded locations. An each location combined total limit may apply to a location that's listed in the Earthquake Or Volcano Eruption.

Equipment Breakdown

Included

Coverage is included in the property limit. Property deductible applies.

Sublimits:

Expediting Expense

\$ 250,000

Pollution Clean-Up

\$ 250,000

Spoilage

\$ 250,000

The following additional exclusions apply:

Mold Or Bacteria Exclusion Endorsement With Limited Additional Coverage.

**City of Prairie Village, KS
Statement of Values
May 1, 2007**

Item	Address	Building	Personal Property	Extra Expense
001 Municipal Bldg	7700 Mission Rd	2,236,364	490,928	250,000
002 Public Safety Center	7710 Mission Rd	2,314,389	936,226	250,000
003 Community Center	7720 Mission Rd	245,559	5,793	
004-01 Admin/Repair Shop	3535 Somerset (A)	622,520	162,026	100,000
004-02 Operations/Equipment	R3535 Somerset (B)	98,965	11,140	
004-03 Equipment Storage	R3535 Somerset (C)	32,394	11,140	
004-04 Salt Storage	R3535 Somerset (D)	250,182	5,570	
004-05 Wash Shed	R3535 Somerset	1,841	557	
005 Equipment Storage	3451 Somerset	0	1,114	
006-01 Bath House	7751 Delmar	429,728	5,300	
006-02 Swimming Pool	R7751 Delmar	4,505,702	5,570	
007-01 Tennis Court Bldg	7753 Delmar	24,146	2,228	
007-02 Sante Fe Pavillion	R7753 Delmar	83,172	557	
008-01 Meadowlake Park Shelter House	2900 W 79th St	26,750	122,429	
009-01 Bennett Park Shelter House	5100 W 79th	6,708	75,695	
010-01 Windsor Park Shelter House	71st Terr & Windsor	26,750	57,775	
011-01 Harmon Park Stone Pavillion	7805 Delmar	162,167	557	
012-01 Porter Park A Shelter	Tomahawk & Roe	56,778	29,214	
012-02 Porter Park B Shelter	Tomahawk & Roe	39,779	46,320	
013-01 Franklin Park Shelter	Somerset & Roe	0	58,162	
014 McCrum Park	69th Terr & Roe	0	36,032	
015 Carroll Park	75th & Mission	0	1,114	
016 State Line Park	79th & State Line	0	1,114	
		11,163,894	2,066,561	600,000
		\$13,830,455		

Program Features and Benefits

PROPERTY

Property and costs covered only if described in the coverage summary:

- Underground tanks, flues, pipes or drains, and their contents
- Outdoor fences or signs, that are not attached to a covered building or structure, except for the coverage provided in the outdoor property additional benefits.

Additional Coverages- The following are included in the property limit:

- Debris Removal - up to 25% of paid loss
- Preservation of property moved to another location for 30 days

Additional Benefits

The following additional benefits are included. These benefits are in addition to the property limit and are subject to the property deductible.

	Limit
Accounts Receivable	\$ 100,000
Blanket Earnings / Extra Expense	\$ 100,000
Communication Equipment	\$ 50,000
Computer Breakdown	\$ 50,000
Confiscated Property	\$ 100,000
Demolition and Increased Cost of Construction	\$ 100,000*
* or 10 percent of the value of the damaged covered building indicated in the statement of values or schedule, whichever is less.	
Extra Expense	\$ 25,000
Fairs, Exhibits, or Displays	\$ 50,000
Fine Arts	\$ 50,000
Fire Department Service Charge	\$ 25,000
Inventory & Appraisals	\$ 10,000
Money & Securities	
Inside Limit	\$ 10,000
Outside Limit	\$ 5,000
Newly Acquired Property - Building for 180 days	\$ 1,000,000
Newly Acquired Property - Personal Property for 180 days	\$ 500,000
Off-Premises Utility Failure - Direct Damage	\$ 50,000
Other People's Property	\$ 25,000
Outdoor Property - Maximum \$2,500 any one item	\$50,000
Personal Belongings	\$ 50,000
Pollution Clean-Up or Removal	\$ 25,000
Property in Transit	\$ 50,000
Random Attack-Hacking Event or Computer Virus	\$ 10,000
Rewards	\$ 10,000
Sewer Backup or overflow	\$ 50,000
Spoilage	\$ 10,000

Temporary Location
Valuable Records Research

\$ 50,000
\$ 100,000

Inland Marine

OPTION 1

Coverage	Valuation	Deductible	Limit
Computer Protection		\$ 1,000	
Portable Computer Hardware Limit	Replacement Cost		\$ 8,000
Breakdown Deductible		\$ 1,000	
Contractors Equipment	Actual Cash Value		
Scheduled Equipment- Total values		\$1,000	\$393,207
Unscheduled Equipment Limit		\$1,000	\$200,000
Maximum any one unscheduled item			\$10,000
Catastrophe Limit			\$593,207
Fine Arts		\$1,000	
Scheduled Fine Arts- Total Values	Like Kind/Quality		\$16,329
Unscheduled Fine Arts- Total Limit	Actual Cash Value		\$50,000
Maximum any one item			\$4,000
Miscellaneous Property	Actual Cash Value		
Scheduled Property- Total values		\$1,000	\$100,914
Unscheduled Property Total Limit		\$1,000	\$364,000
Maximum any one loss			\$26,000

The following additional exclusions apply:
 Computer Protection: Mold Or Bacteria Exclusion Endorsement

Inland Marine

OPTION 2

Coverage	Valuation	Deductible	Limit
Computer Protection		\$ 1,000	
Portable Computer Hardware Limit	Actual Cash Value		\$ 8,000
Breakdown Deductible		\$ 1,000	
Contractors Equipment	Actual Cash Value		
Scheduled Equipment- Total values		\$10,000	\$393,207
Unscheduled Equipment Limit		\$10,000	\$200,000
Maximum any one unscheduled item			\$100
Catastrophe Limit			\$593,207
Fine Arts		\$1,000	
Scheduled Fine Arts- Total Values	Like Kind/Quality		\$16,329
Unscheduled Fine Arts- Total Limit	Actual Cash Value		\$50,000
Maximum any one item			\$100
Miscellaneous Property	Actual Cash Value		
Scheduled Property- Total values		\$1,000	\$100,914
Unscheduled Property Total Limit		\$1,000	\$364,000
Maximum any one loss			\$100

The following additional exclusions apply:

Computer Protection: Mold Or Bacteria Exclusion Endorsement

Inland Marine

OPTION 3

Coverage	Valuation	Deductible	Limit
Computer Protection		\$ 1,000	
Portable Computer Hardware Limit	Actual Cash Value		\$ 8,000
Breakdown Deductible		\$ 1,000	
Contractors Equipment	Actual Cash Value		
Scheduled Equipment- Total values		\$25,000	\$393,207
Unscheduled Equipment Limit		\$25,000	\$200,000
Maximum any one unscheduled item			\$100
Catastrophe Limit			\$593,207
Fine Arts		\$1,000	
Scheduled Fine Arts- Total Values	Like Kind/Quality		\$16,329
Unscheduled Fine Arts- Total Limit	Actual Cash Value		\$50,000
Maximum any one item			\$100
Miscellaneous Property	Actual Cash Value		
Scheduled Property- Total values		\$1,000	\$100,914
Unscheduled Property Total Limit		\$1,000	\$364,000
Maximum any one loss			\$100

The following additional exclusions apply:

Computer Protection: Mold Or Bacteria Exclusion Endorsement

City Of Prairie Village Kansas

Equipment Schedule

Item #	Model Year	Description	Amount of Insurance
001	1990	Gardner-Denver Air Compressor(# 562) TBD	\$12,063
002	1996	Salt Spreader, Model# 120-84-50 (# 1256) 96-05-5274	\$11,346
003	1996	Salt Spreader, Model# 120-84-50 (# 1304) 96-01-5159	\$11,368
004	1997	Bobcat Skid Loader,Model# 873 (# 1442) 514113281	\$23,891
005	1996	12" Brush Chipper, BC 1230- (# 1301) IVRK15157S1000S10	\$19,311
006	1997	Amer. Rd Leaf Machine, Mdl 1500 (# 1449) JD90057-563646	\$16,253
007	1992	Ford Tractor/Mower (# 453) UVZ25627	\$14,374
008	1993	Ford Tractor/Mower (# 454) UVZ26384	\$14,374
009	1990	Ingersoll Rand Generator, (# 617) 189643U91810	\$15,256
010	1999	JD Loader, Model # 544H DW549HX65965	\$85,259
011	2000	Batwing Mower, Model # 1280 (# 996) H1280-324	\$31,550
012	1997	Spreader, Monroe, Mod # MSV12084 (# 1473) 97-08-8120	\$17,173
013	2002	Sabre Tooth Tiger Lawn Mower 72" (# 1094) 6830171	\$11,387
014	2003	72" Riding Mower, Super Z, (# 1124) 03012177	\$13,860
015	2004	Cues Pipe Camera, Model PL600-21 (# 1262) 04102001 MAIN UNT	\$51,150
016	1996	2CY Salt Spreader, Model 8PV (# 1303) 96-01-5068	\$13,617
017	2006	Leaf Vacuum-Towable, (# 5001) JD00676-510328	\$16,875
018	2006	Leaf Box, Model # 70X72X114 (# 5002) TBD	\$3,180

019	2001	2001 DC Warning Siren (74th & Belinder) TBD	\$16,819
020	2002	2002 DC Warning Siren (64th Terr & Roe) TBD	\$16,819
021	2003	2003 DC Warning Siren (9011 Roe) DC3987G99	\$16,819
022	2004	2004 DC Warning Siren (79th & Juniper) DC3988G99	\$16,819
023		2T22A Warning Siren(77th & Delmar) TBD	\$16,819
024		2T22A Warning Siren(4000 West 83rd) TBD	\$16,819
025	1999	Kustom Signals Speed Awareness Trailr (# 960) TBD	\$10,920
Equipment Total			\$490,311.00

Public Entity General Liability Occurrence

OPTION 1

Coverage	Limit
General Total Limit	\$ 1,000,000
Products and Completed Work Total Limit	\$ 1,000,000
Personal Injury Each Person Limit	\$ 1,000,000
Advertising Injury Each Person Limit	\$ 1,000,000
Each Event Limit	\$ 1,000,000
The following sub-limits apply:	
Premises Damage	\$ 100,000
Medical Expense	Excluded
Sewer Back Up (resulting from negligence)	Excluded
Failure To Supply Services	Excluded
Statutory Cap Limits of Coverage Endorsement	
Kansas personal injury statutory cap limit	\$ 500,000
Kansas advertising injury statutory cap limit	\$ 500,000
Kansas bodily injury and property damage statutory cap limit	\$ 500,000
The following separate limits are not subject to the each event limit:	
Sexual Abuse Limitation With General Total Sublimit	
Sexual Abuse Each Person Limit	\$ 50,000
Sexual Abuse Total Limit	\$ 250,000

The following additional exclusions apply:

Mold, Other Fungi, Or Bacteria Exclusion Endorsement

Failure to Supply Limited Exclusion

Excluded Operations and Premises

Airport, including any airfield, runway, hangar, terminal, or other property in connection with aviation activities

Dams, levees, or dikes

Day care, day camp, nursery, or similar facility

Electric utility

Fire district or department

Gas utility

Halfway house, emergency shelter, or other group home

Hospital, nursing home, medical clinic, or other type of medical facility

Housing project or authority

Organized or sponsored racing or stunting activity or event involving wheeled vehicles, including skateboards and roller skates

Port, harbor, or terminal district
School district or system
Transportation system
Water utility
Fireworks displays or exhibitions
Lead Existence Hazard
Unsolicited Communication Exclusion Endorsement
Mobile Equipment Subject To Compulsory or Financial Responsibility Insurance Laws
or Scheduled Under Your Automobile Liability Insurance Redefined as Autos Endorsement

Please provide agreement between insured and Navy Seals for upcoming 4th of July event.

Program Features and Benefits

GENERAL LIABILITY

Coverage Agreement

This agreement is designed to cover the premises and operations exposures of the named insured. It covers amounts any protected person is legally required to pay as damages for covered injury or damage that results from an event, including:

- Extended Bodily Injury
- Broad Form Property Damage
- Products and Completed Operations
- Personal Injury and Advertising Injury
- Premises Damage Legal Liability
- Broad Form Contractual Liability for covered contracts
- Host Liquor Liability
- Intentional Injury or Damage resulting from the use of reasonable force to protect people/property
- Non-Owned Watercraft (less than 75 feet)
- Owned Watercraft (less than 25 feet) - *included on occurrence form only*
- Bodily Injury and Property Damage Pollution Coverage for:
 - Pesticide/herbicide application
 - Application of chlorine or sodium hypochlorite in sewage/water treatment or swimming pools
 - Hostile fire heat, fumes or smoke
 - Mobile equipment operating fluids
 - Fire fighting or emergency response services

Who is Protected

- | | |
|--------------------------------|--|
| Public Entity | Real Estate Managers |
| Elected or Appointed Officials | Landlords |
| Board Members | Operators of Mobile Equipment |
| Employees and Volunteers | Watercraft Users - <i>occurrence form only</i> |

Other

- Coverage for sewer back up, if a limit is shown, is for negligent acts only.
- Your law enforcement activities or operations, including jail premises, are excluded. Coverage may be available under the Law Enforcement Liability agreement.
- Employment-related practices are excluded. Coverage may be available under the Employment Practices Liability-Claims-Made agreement.
- No coverage for injury to volunteer firefighters.
- Fellow employee injury is excluded, unless otherwise indicated on the previous page.
- Taking of private property for public use (eminent domain), diminution in value and inverse condemnation are excluded.

**Employee Benefit Plans Administration Liability
Claims-Made**

OPTION 1

Coverage	Limit
Total Limit	\$ 3,000,000
Each Wrongful Act Limit	\$ 1,000,000
Each Wrongful Act Deductible	\$ 1,000
Retro Date: None	

Program Features and Benefits

EMPLOYEE BENEFIT PLANS ADMINISTRATION LIABILITY

Coverage Agreement

This agreement is designed to cover liability arising out of a wrongful act committed in the administration of certain types of employee benefit plans. Administration includes advise, interpretation and calculation of benefits, except as excluded. No Retroactive Date applies. However, coverage does not apply if the entity knew of a wrongful act prior to the effective date of this policy and could have reasonably foreseen that it would result in a suit or claim against the entity.

Who is Protected

Public Entity
Employees

Law Enforcement Liability
Occurrence

OPTION 1

<u>Coverage</u>	<u>Limit</u>
Total Limit	\$ 1,000,000
Each Wrongful Act Limit	\$ 1,000,000
Statutory Cap Limits of Coverage Endorsement	
Kansas Statutory cap limit	\$ 500,000
Each Wrongful Act Deductible (Damages and Defense Expenses)	\$ 10,000

The following are included:

Additional insured
 City of Mission Hills

The following additional exclusions apply:
Mold, Other Fungi, Or Bacteria Exclusion Endorsement

Law Enforcement Liability
Occurrence

OPTION 3

Coverage	Limit
Total Limit	\$ 1,000,000
Each Wrongful Act Limit	\$ 1,000,000
Statutory Cap Limits of Coverage Endorsement	
Kansas Statutory cap limit	\$ 500,000
Each Wrongful Act Deductible (Damages and Defense Expenses)	\$ 25,000

The following are included:
Additional insured
 City of Mission Hills

The following additional exclusions apply:
Mold, Other Fungi, Or Bacteria Exclusion Endorsement

Program Features and Benefits

LAW ENFORCEMENT LIABILITY

Coverage Agreement

This coverage was designed to cover the premises and operations exposures and the professional liability of law enforcement agencies, including jail operations. It covers amounts any protected person is legally required to pay as damages for covered injury or damage that result from the conduct of law enforcement duties by or for your law enforcement agency and is caused by a wrongful act. Wrongful act is defined as any act, error or omission. Includes coverage for the following:

- Bodily Injury, Personal Injury and Property Damage
- Authorized Moonlighting
- Canine & Equine Exposures
- False Arrest, Detention or Imprisonment
- False or Improper Service of Process
- Handling and treatment of corpses and dispensing of medication
- Injury due to the use of mace, pepper spray or tear gas
- Mental Anguish, Emotional Distress, Humiliation
- Mutual Aid Agreements
- Violation of civil rights protected under any federal, state or local law

Who is Protected

Public Entity	Employees
Elected or Appointed Officials	Volunteer Workers

Other

- ~~Pay on-behalf-of-basis (Deductible options only).~~
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent (Deductible options only).
- Punitive damages covered up to full policy limits, if allowed by law.
- Additional Benefit of \$25,000 for personal property of others (Deductible options only).
- All claims involving use of an auto are subject to the automobile insuring agreement.
- Employment-related practices excluded.
- Injury to employees and volunteer workers excluded.

**Public Entity Management Liability
Claims-Made**

OPTION 1

Coverage	Limit
Total Limit	\$ 1,000,000
Each Wrongful Act Limit	\$ 1,000,000
Each Wrongful Act Deductible (Damages and Defense Expenses)	\$ 5,000

Retro Date: 05/01/1989

The following are included:
Deletion of Settlement Consent Provision Endorsement

**Public Entity Management Liability
Claims-Made**

OPTION 2

Coverage	Limit
Total Limit	\$ 1,000,000
Each Wrongful Act Limit	\$ 1,000,000
Each Wrongful Act Deductible (Damages and Defense Expenses)	\$ 10,000
Retro Date: 05/01/1989	

**Public Entity Management Liability
Claims-Made**

OPTION 3

Coverage	Limit
Total Limit	\$ 1,000,000
Each Wrongful Act Limit	\$ 1,000,000
Each Wrongful Act Deductible (Damages and Defense Expenses)	\$ 25,000
Retro Date: 05/01/1989	

Program Features and Benefits

PUBLIC ENTITY MANAGEMENT LIABILITY

Coverage Agreement

This agreement is designed to cover damages (other than bodily injury, personal injury, advertising injury or property damage) any protected person is legally required to pay for covered loss that results from the conduct of duties by or for a public entity and is caused by a wrongful act. Wrongful act is defined as any act, error or omission. However, wrongful employment practice offenses are not covered.

Who is Protected

Public Entity	Employees (including employees of the entity's boards)
Elected or Appointed Officials	Estates, Heirs, Legal Representatives or Assigns
Board Members	Volunteer Workers

Other

- Pay on behalf of basis (Deductible options only).
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent (Deductible options only).
- Punitive damages covered up to full policy limits, if allowed by law.
- No exclusion for Architects, Engineers or Lawyers.
- Automatic Limited Reporting Period of 60 days after agreement is cancelled or not renewed.
- Health care professional services and law enforcement duties exclusions apply.
- Taking of private property for public use (eminent domain), diminution in value and inverse condemnation are excluded.

**Employment Practices Liability
Claims-Made**

OPTION 1

Coverage	Limit
Total Limit	\$ 1,000,000
Each Wrongful Employment Practice Offense Limit	\$ 1,000,000
Each Wrongful Employment Practice Offense Deductible (Damages and Defense Expenses)	\$ 15,000

Retro Date: 05/01/1989

IMPORTANT NOTICE: This is a claims-made insuring agreement that includes defense expenses within the limits of coverage.

The following are included:

Our Right to Settle Claims Without Your Written Consent Endorsement

**Employment Practices Liability
Claims-Made**

OPTION 3

Coverage	Limit
Total Limit	\$ 1,000,000
Each Wrongful Employment Practice Offense Limit	\$ 1,000,000
Each Wrongful Employment Practice Offense Deductible (Damages and Defense Expenses)	\$ 25,000

Retro Date: 05/01/1989

IMPORTANT NOTICE: This is a claims-made insuring agreement that includes defense expenses within the limits of coverage.

The following are included:

Our Right to Settle Claims Without Your Written Consent Endorsement

Program Features and Benefits

PUBLIC ENTITY EMPLOYMENT PRACTICES LIABILITY

Coverage Agreement

This agreement is designed to cover damages (other than bodily injury or property damage) any protected person is legally required to pay for covered employment injury to employees or independent contractors that results from a wrongful employment practice offense first committed after the retroactive date. Wrongful employment practice offense is defined to include discrimination, termination, harassment, retaliation, discipline, hiring, supervision, demotion, promotion, defamation, libel, slander, invasion of privacy.

Who is Protected

Public Entity	Employees (including employees of the entity's boards)
Elected or Appointed Officials	
Board Members	Volunteer Workers

Other

- Pay on behalf of basis (Deductible options only).
- Duty to defend claims and suits even if allegations are groundless, false, or fraudulent.
- Punitive damages covered up to full policy limits, if allowed by law.
- Administrative proceedings conducted by governmental agencies in which damages are sought are included in the definition of suit.
- Defense costs erode the limit of liability, subject to state exceptions (see Important Notice on preceding page).
- Right, but no duty, to defend any protected person in an administrative proceeding which does not seek damages. Defense costs for these proceedings are in addition to the limit of liability.
- Damages include attorneys' fees of the person bringing the claim if the protected person is legally required to pay them under the law which was violated.
- Declaratory, injunctive or other non-monetary relief costs are excluded.
- Company has the right to settle any claim without the insured's consent.

Automobile Liability Protection

OPTION 1

<u>Coverage</u>	<u>Each Accident Limit</u>
Liability (Any Auto)	\$1,000,000
PIP (Owned Autos Which Require No Fault)	Included
Uninsured Motorist Coverage (All Owned Autos) Uninsured/Underinsured Motorist	\$1,000,000
Statutory Cap Limits of Coverage Endorsement Kansas statutory cap limit	\$ 500,000
Each Accident Deductible (Bodily Injury/Property Damage) Applies to Liability only	\$0
Number of autos, excluding trailers: 59	
Number of trailers: 7	

Program Features and Benefits

AUTOMOBILE

Coverage Agreement

This agreement is designed to cover amounts any protected person is legally required to pay as damages for covered bodily injury and property damage that results from the ownership, maintenance, use, loading or unloading of a covered auto and is caused by an accident. In addition, coverage is provided for covered pollution costs or expense that results from accident which also causes bodily injury or property damage. Coverage also applies for physical damage to covered autos, if shown.

Who is Protected

Public Entity	Any permitted user
Elected or Appointed Officials	Volunteer Workers (for use of a covered auto)
Board Members	Owner of a Commandeered Auto

Other

- Liability coverage for intentional or expected bodily injury and property damage if the injury or damage results from the reasonable use of force to protect people or property.
- Injury to volunteer workers, including firefighters, is excluded.
- Injury to a fellow employee is excluded, unless otherwise shown on the preceding page.
- Physical damage coverage, if written, is extended to provide the following:
 - Coverage for physical damage to covered autos for intentional or expected damage if the physical damage results from the reasonable use of force to protect people or property.
 - Includes coverage for audio and radar detection equipment, if part of the normal inventory of the insureds emergency vehicles.
 - Accidental inflation of airbags \$1,000.
 - Personal belongings in a stolen vehicle \$250.
 - Automatic coverage for commandeered autos.

Automobile Physical Damage

OPTION 1

Coverage	Valuation	Units	Deductible
Automatic Physical Damage Coverage			
Comprehensive	Actual Cash Value	59	\$ 1,000
Collision	Actual Cash Value	59	\$ 1,000

The following are included:

Automatic Auto Physical Damage Coverage - Described Autos - Owned commercial autos and Owned private passenger autos excluding all trailers

Hired Car Physical Damage - Comprehensive/Collision (Deductible: \$1,000/\$1,000)

Program Features and Benefits

AUTOMOBILE

Coverage Agreement

This agreement is designed to cover amounts any protected person is legally required to pay as damages for covered bodily injury and property damage that results from the ownership, maintenance, use, loading or unloading of a covered auto and is caused by an accident. In addition, coverage is provided for covered pollution costs or expense that results from accident which also causes bodily injury or property damage. Coverage also applies for physical damage to covered autos, if shown.

Who is Protected

Public Entity	Any permitted user
Elected or Appointed Officials	Volunteer Workers (for use of a covered auto)
Board Members	Owner of a Commandeered Auto

Other

- Liability coverage for intentional or expected bodily injury and property damage if the injury or damage results from the reasonable use of force to protect people or property.
- Injury to volunteer workers, including firefighters, is excluded.
- Injury to a fellow employee is excluded, unless otherwise shown on the preceding page.
- Physical damage coverage, if written, is extended to provide the following:
 - Coverage for physical damage to covered autos for intentional or expected damage if the physical damage results from the reasonable use of force to protect people or property.
 - Includes coverage for audio and radar detection equipment, if part of the normal inventory of the insureds emergency vehicles.
 - Accidental inflation of airbags \$1,000.
 - Personal belongings in a stolen vehicle \$250.
 - Automatic coverage for commandeered autos.

Program Features and Benefits

Automobile Average Rate & Reporting Requirements

In order to provide our insureds better service and administrative efficiency, St. Paul Travelers Public Sector Services is pleased to provide the following process for handling mid-term automobile change requests. All requests will be managed in accordance with the Average Rate Application outlined below. The insured should continue to submit all change requests to their agent or broker for accurate record keeping and claims verification purposes. Particular attention should be paid to Item 5, which specifies the types of automobiles that will continue to require reporting to the Company.

Average Rate Application

1. The premium for the Automobile Liability and Physical Damage coverages are average rated. Automobile Liability is rated on a "per unit" basis and Automobile Physical Damage is rated on the basis of the original cost new of the autos.
2. The average rates for Automobile Liability and Physical Damage are the rates applicable at the inception of the policy. Based on the information provided for this proposal and as of the date of this proposal, these rates are as follows:

	Liability	Comprehensive	Collision
Option: 1	\$ 401	0.267	0.250

3. The premium charged at inception is the estimated annual premium based on the number of units and total original cost new for all covered autos on file with the company at inception. The insured is to submit a current schedule of owned automobiles as of the expiration of the policy and the total earned premium will be computed on the basis of the **average net change** in units and their corresponding original cost new for the policy term.
4. All autos added using the "Average Rate Guidelines" will carry the same Liability limits and Physical Damage deductibles issued at policy inception for autos of the same type.
5. Any new auto requiring valuation other than actual cash value must be reported within 30 days of acquisition. These autos will be added to the policy automobile schedule mid term and a final premium will be determined at policy expiration.

Automobile Schedule

✓ Indicates Coverage Included
 If a deductible is shown under Comprehensive or Collision, coverage is included

Unit #	Year/Make/Model Serial Number	Cost New	Class	Liability	PIP	U/M UIM	Comp. Ded.	Coll. Ded.
1	1994 Chevy Cargo Van 1GCEG25H8RF136656	\$9,200	01499	✓	✓	✓	1,000	1,000
2	1997 Ford Explorer 1FMDU32X3VUD16666	\$20,600	7398	✓	✓	✓	1,000	1,000
3	1997 Ford F250 3/4t 1FTEF2761VKD58875	\$16,700	01499	✓	✓	✓	1,000	1,000
4	1997 Intl Jet Truck 1HTSCABNXWH521402	\$98,695	31499	✓	✓	✓	1,000	1,000
5	1999 Ford F250 Pu 1FTNF20L2XEC10431	\$22,995	01499	✓	✓	✓	1,000	1,000
6	1999 Gmc 2 1/2t Truck 1GDP7H1C6XJ505624	\$88,154	31499	✓	✓	✓	1,000	1,000
7	1999 Chevrolet Fleetside Pickup 1GCGC24R6XR708611	\$22,985	01499	✓	✓	✓	1,000	1,000
8	1999 Chevrolet Fleetside Pickup 1GCGC24R9XR706948	\$24,130	01499	✓	✓	✓	1,000	1,000
9	1999 Ford Ranger Lt Truck 1FTYR10C1XPB97755	\$11,819	01499	✓	✓	✓	1,000	1,000
10	1999 Internatio L2000 Dump 1HTSDAAR7YH264980	\$80,550	31499	✓	✓	✓	1,000	1,000
11	2000 Ford F250 Pf 3FTNF20S4YMA67713	\$23,254	01499	✓	✓	✓	1,000	1,000
12	2000 Ford F250 Plw Crew Cab 3FTNW20S1YMA67717	\$25,687	01499	✓	✓	✓	1,000	1,000
13	2001 Internt'l 4900 Dump Truck 1HTSDAAR51H362508	\$84,667	33479	✓	✓	✓	1,000	1,000

14	2001 Ford F250 Pu 1FTNF20S41EC29612	\$26,172	03499	✓	✓	✓	1,000	1,000
15	2001 Ford F250 Pu 1FTNF20S21EC29611	\$25,676	03499	✓	✓	✓	1,000	1,000
16	2002 Ford 126 Ranger Pu 1FTYR14UX2PA56498	\$18,468	01499	✓	✓	✓	1,000	1,000
17	2003 Gmc Truck Dump Truck 1GDJC34G33E120558	\$39,741	23479	✓	✓	✓	1,000	1,000
18	2003 Freightlin Fl80 Dump Truck 1FVABXAK43DK86508	\$83,365	23479	✓	✓	✓	1,000	1,000
19	2003 Freightlin Fl80 Dump Truck 1FVABXAK23DK86507	\$83,365	23479	✓	✓	✓	1,000	1,000
20	2003 Elgin Sweeper Unit 1137 P4112D	\$140,395	21499	✓	✓	✓	1,000	1,000
21	1989 Ford E350/Cmd C 1FDKE30G9KHA06548	\$30,000	01499	✓	✓	✓	1,000	1,000
22	2003 Ford Ranger Pickup 1FTZR14V93PB11778	\$14,447	01499	✓	✓	✓	1,000	1,000
23	2003 Freightlin Fl80 1134 1FVABXAK13HM02885	\$83,365	01499	✓	✓	✓	1,000	1,000
24	2003 Gmc Pickup 3/4 Ton 1GTGC24U03Z115101	\$27,945	01499	✓	✓	✓	1,000	1,000
25	2004 Ford Ranger S/C 1FTYR14U74PA94600	\$15,763	01499	✓	✓	✓	1,000	1,000
26	2000 Ford F250 Pickup 1FTNX20L2YED85728	\$22,635	01499	✓	✓	✓	1,000	1,000
27	1997 Dodge Ram Pickup 1B7HC16Z6VS212029	\$8,130	01499	✓	✓	✓	1,000	1,000
28	1999 Honda Accord 1HGCG5649YA049592	\$18,775	7911	✓	✓	✓	1,000	1,000
29	2001 Chrysler Pt Cruiser 3CAFY4BB81T671655	\$18,877	7911	✓	✓	✓	1,000	1,000
30	1996 Ford Taurus 1FALP52U4TA184921	\$15,800	7911	✓	✓	✓	1,000	1,000
32	2004 Dodge Intrepid Sedan 2B3HD46V23H572688	\$18,660	7911	✓	✓	✓	1,000	1,000
33	2003 Ford Crown Vict Mh 2FAHP71W23X199641	\$21,151	7911	✓	✓	✓	1,000	1,000

34	2003 Ford Crown Vict 2FAHP71W43X199642	\$21,151	7911	✓	✓	✓	1,000	1,000
35	2003 Ford Crown Vict 2FAHP71W63X199643	\$21,151	7911	✓	✓	✓	1,000	1,000
36	2003 Ford Crown Vict 2FAHP71W83X199644	\$21,151	7911	✓	✓	✓	1,000	1,000
37	2004 Dodge Intrepid 2B3HD46V84H702054	\$17,950	7911	✓	✓	✓	1,000	1,000
38	2005 Ford Crown Vict 2FAFP71W85X129880	\$20,844	7911	✓	✓	✓	1,000	1,000
39	2005 Ford Crown Vict 2FAFP71WX5X129881	\$20,844	7911	✓	✓	✓	1,000	1,000
40	2005 Ford Crown Vict Mh 2FAFP71WX5X132795	\$20,844	7911	✓	✓	✓	1,000	1,000
41	2005 Pontiac Grand Am Gt Coupe 1G2NM12E55M127818	\$19,084	7911	✓	✓	✓	1,000	1,000
42	2005 Ford F150 Xcab 1FTRX12W45FB10516	\$15,398	01499	✓	✓	✓	1,000	1,000
43	2005 Ford F150 Xcab 1FTRX12W65FB10517	\$15,398	01499	✓	✓	✓	1,000	1,000
44	2005 Ford F150 Xcab 1FTRX12W85FB10518	\$15,398	01499	✓	✓	✓	1,000	1,000
45	2005 Harley Dav Motorcycle 561 1HD1FHN115Y675669	\$12,445	7942	✓	✓	✓	1,000	1,000
46	2005 Harley Davidson Motorcycle 1HD1FHW185Y686734	\$12,445	7942	✓	✓	✓	1,000	1,000
47	2006 Ford F250 Police 1FDSX205X6EC67746	\$22,791	7911	✓	✓	✓	1,000	1,000
48	2006 Crown Vict Police 2FAFP71W76X128799	\$20,783	7911	✓	✓	✓	1,000	1,000
49	2006 Crown Vict Police 2FAFP71W56X128798	\$20,783	7911	✓	✓	✓	1,000	1,000
50	1986 Load Trailer 1L4T29213G1013993		68499	✓	✓			
51	1997 Star Trailer 13YFS1620VC064689		68499	✓	✓			
52	1997 Star Trailer 13YFS1629VC064688		68499	✓	✓			

53	1997 Star Trailer 13YFS1627VC063690		68499	✓	✓			
54	2000 Star Trailer 13YFS1214YC076765		68499	✓	✓			
55	2004 Star Trailer 13YFS21294C092423		68499	✓	✓			
56	1999 Smart Trailer 1K9BS0812XK118038		68499	✓	✓			
57	2005 Ford Crown Victoria 2FAFP71W65X165826	\$20,844	7911	✓	✓	✓	1,000	1,000
58	2005 Ford Crown Victoria 2FAFP71W85X165827	\$20,844	7911	✓	✓	✓	1,000	1,000
59	2005 Ford Crown Victoria 2FAFP71WX5X165828	\$20,844	7911	✓	✓	✓	1,000	1,000
60	2005 Ford Crown Victoria 2FAFP71W15X165829	\$20,844	7911	✓	✓	✓	1,000	1,000
61	2006 Ford F-350 Supe 4X2 Reg Ca 1FDSF30596ED27802	\$27,271	01499	✓	✓	✓	1,000	1,000
62	2006 Ford Crown Vic 2FAFP71W06X163894	\$20,738	7911	✓	✓	✓	1,000	1,000
63	2006 Ford Crown Vict 2FAFP71W26X163895	\$20,738	7911	✓	✓	✓	1,000	1,000
64	2006 Ford F350 Super Duty Dump 1FDWF37P16ED27804	\$52,116	36499	✓	✓	✓	1,000	1,000
65	2006 Ford F350 Super Duty Dump 1FDWF37PX6ED27803	\$49,776	36499	✓	✓	✓	1,000	1,000
66	2006 Chevy Equinox # 674 2CNDL13F266187137	\$18,936	7398	✓	✓	✓	1,000	1,000

Commercial Crime

OPTION 1

Coverage	Limit
Employee Theft - Per Loss Coverage, Discovery Form	\$ 500,000
Deductible	\$ 1,000

The following additional exclusions apply:

Treasurer or tax collector excluded under Employee Theft.

Employees required by law to be individually bonded excluded under Employee Theft.

Umbrella Occurrence

OPTION 1

Coverage	Limit
General Total Limit	\$ 10,000,000
Products & Completed Work Total Limit	\$ 10,000,000
Personal Injury Each Person Limit	\$ 10,000,000
Advertising Injury Each Person Limit	\$ 10,000,000
Law Enforcement Liability Each Wrongful Act Limit	\$ 10,000,000
Each Event Limit	\$ 10,000,000
Deductible Per Event	\$ 10,000

Coverage is provided over the following underlying each event or each wrongful act limit:

General Liability (Occurrence)	\$ 1,000,000
Auto Liability	\$ 1,000,000
Law Enforcement Liability (Occurrence)	\$ 1,000,000

The following are included:

Government Unit Endorsement
Law Enforcement Liability Endorsement

The following additional exclusions apply:

Asbestos Exclusion Endorsement
Mold, Other Fungi, Or Bacteria Exclusion Endorsement
Employment Related Practices Exclusion Endorsement
Failure to Supply Services Total Exclusion Endorsement
Health Care Professional Services Exclusion Endorsement
Injury to Volunteer Firefighters Exclusion Endorsement
Public Use of Property Exclusion Endorsement (eminent domain exclusion)
Property Damage Change & Intellectual Prop Exclusion
Unsolicited Communication Exclusion Endorsement
Mobile Equipment Subject To Compulsory or Financial Responsibility Insurance Laws or Scheduled Under Your Automobile Liability Insurance Redefined as Autos Endorsement
Sexual Abuse Exclusion Endorsement
Failure To Supply Service Total Exclusion
Excluded Operations and Premises
 Airport, including any airfield, runway, hangar, terminal, or other property in connection with aviation activities
 Dams, levees, or dikes
 Day care, day camp, nursery, or similar facility
 Electric utility
 Fire district or department
 Gas utility
 Halfway house, emergency shelter, or other group home
 Hospital, nursing home, medical clinic, or other type of medical facility

Housing project or authority
Organized or sponsored racing or stunting activity or event involving wheeled vehicles,
including skateboards and roller skates
Port, harbor, or terminal district
School district or system
Transportation system
Water utility
Fireworks displays or exhibitions
Lead Hazard Existence

Program Features and Benefits

UMBRELLA EXCESS LIABILITY

Coverage Agreement

This agreement is designed to provide excess limits above primary coverage for bodily injury, property damage, personal injury and advertising injury that results from a catastrophic event. "Drop down" coverage responds to a reduction in the available primary insurance limit as a result of an impaired each event limit and replaces the primary insurance should the underlying total limit be exhausted. Coverage is on a broader than primary basis.

Who is Protected

Follows the primary.

Other

- Sewer back up and failure to supply services are excluded.
- Coverage does not apply over Employee Benefit Plans Administration Liability, Public Entity Management Liability or Health Care Professional Liability.
- Deductible applies only to losses covered by the Umbrella Excess but not covered under the primary.

Excess Errors and Omissions Liability
Claims-Made

OPTION 1

Coverage	Limit
Total Limit	\$ 10,000,000

Coverage is provided over the following underlying each wrongful act limit:

Public Entity Management Liability (Claims-Made)	\$ 1,000,000
Employee Benefit Plans Administration Liability	\$ 1,000,000

Program Features and Benefits

EXCESS ERRORS AND OMISSIONS LIABILITY

Coverage Agreement

This agreement is designed to provide excess limits above primary coverage for damages *other than* bodily injury, property damage, personal injury and advertising injury that results from a catastrophic event. "Drop down" coverage responds to a reduction in the available primary insurance limit as a result of an impaired each wrongful act limit and replaces the primary insurance should the underlying total limit be exhausted. Coverage is on a **following form** over primary basis.

Who is Protected

Follows the primary.

Other

- Coverage does not apply over General Liability, Auto Liability, Law Enforcement Liability or any other coverage providing bodily injury, property damage, personal injury or advertising injury.

Fiduciary Liability Proposal

NAMED INSURED: Prairie Village Revised Police Pension Plan
Supplemental Pension Benefits Plan & Trusts
Agreement of the City of Prairie Village, KS

INSURING CLAUSES:

Fiduciary Liability Limit \$1,000,000

Coverage is provided for claims the insured is obligated to pay for damages for any wrongful act, a breach of fiduciary duty in the administration of employee benefit plans which includes negligent act, error or omission.

Defense Costs Coverage Within Limit

DEDUCTIBLE:

Fiduciary Liability \$ 5,000

Defense Costs Coverage Included

EXCLUSIONS:

Any claim arising out of:

- (1) Dishonest, fraudulent or criminal act by the insured
- (2) Libel or slander
- (3) Bodily injury, sickness, disease or death or loss of , injury to or destruction of tangible property, including currency, checks, money orders and all negotiable and non-negotiable instruments or contracts representing money.
- (4) Failure to comply with any workers compensation or unemployment law.
- (5) Failure to maintain adequate insurance or bonds on assets.
- (6) Liability assumed by the insured under any contract or agreement
- (7) The Insured gaining in fact any personal profit or advantage to which same is not entitled
- (8) For failure to collect contributions owed to the Trust or Employee Benefit Plan, unless failure is due to the negligence of the Insured.

Special Crime Proposal (3 yr policy exp. 5/1/10)

Kidnap & Extortion	Limits	Retentions
A - Ransom	\$1,000,000	\$0
B - Extortion	\$1,000,000	\$0
C - Detention and Hijack Extortion	\$1,000,000	\$0
D - In Transit/Delivery	\$1,000,000	\$0
E - Rest & Rehabilitation	\$50,000	\$0
F1 - Personal Accident Per Person	\$250,000	\$0
F2 - Personal Accident Per Policy	\$1,000,000	\$0
G - Additional Expenses	\$1,000,000	\$0
H - Legal Liability	\$1,000,000	\$0

TERRITORY

WORLDWIDE

COVERED PERSONS

ALL OFFICERS, DIRECTORS &
EMPLOYEES

City Of Prairie Village, Kansas

Best Rating

Shown below are the insurance companies we are quoting for placement of your insurance coverage and their Best Rating as published in the Best's Key Rating Guide:

<u>Coverage</u>	<u>Insurance Company</u>	<u>Rating</u>
All Lines	Travelers Insurance Co	A+: XV

The best ratings reflect company's stability and desirability based on the following factors: (1) Profitability, (2) Leverage, (3) Liquidity, (4) Amount and Soundness of Re-insurance, (5) Adequacy of Reserves, and (6) Management. Best's Rating classifications are:

A++ and A+ (Superior)	B++ (Very Good)	C+++ (Fair)
A and A- (Excellent)	B and B- (Good)	C and C- (Marginal).

The Roman Numerals following the letter reflect the Company's financial stability ranging from Class I (the smallest) to Class XV (the largest) as designated below.

Class I	0	to	\$1,000,000
Class II	\$1,000,000	to	\$2,000,000
Class III	\$2,000,000	to	\$5,000,000
Class IV	\$5,000,000	to	\$10,000,000
Class V	\$10,000,000	to	\$25,000,000
Class VI	\$25,000,000	to	\$50,000,000
Class VII	\$50,000,000	to	\$100,000,000
Class VIII	\$100,000,000	to	\$250,000,000
Class IX	\$250,000,000	to	\$500,000,000
Class X	\$500,000,000	to	\$750,000,000
Class XI	\$750,000,000	to	\$1,000,000,000
Class XII	\$1,000,000,000	to	\$1,250,000,000
Class XIII	\$1,250,000,000	to	\$1,500,000,000
Class XIV	\$1,500,000,000	to	\$2,000,000,000
Class XV	\$2,000,000,000	to	or more

RISK CONTROL RESOURCES

St. Paul Travelers offers risk control resources that have a proven impact on preventing losses and reducing overall costs for public entities. These resources have been developed for public entity clients to address issues related to general liability, vehicle safety, property protection, law enforcement liability and employment practices liability.

Our goal is to provide public entities with resources to reduce loss-related expenses and enhance delivery of public services. These risk control resources respond to historical losses experienced by public entities and align with "best practices" for government entities, as advocated by the Public Risk Management Association (PRIMA) and the International City/County Management Association (ICMA).

When you select St. Paul Travelers as your insurance carrier, you will have access to a wealth of risk control resources, including, but not limited to:

- Public Sector Risk Control Seminars: The value-added risk management programs, seminars and training sessions offered by St. Paul Travelers help prevent losses and reduce overall costs for public entities.
- St. Paul Travelers Web Site: As a policyholder, you will have access to our Risk Control Web site. You will be able to immediately download risk control materials or order them from our products database. In addition, the site provides a pathway to register for our Safety Academy courses. www.stpaultravelers.com/riskcontrol
- St. Paul Travelers Safety Academy Programs: St. Paul Travelers offers safety and risk management courses and programs at locations across the country. Tuition is waived for policyholders of St. Paul Travelers.
- Public Sector Risk Control Answer Line: Have a technical question about a risk control issue? Use the St. Paul Travelers Public Sector Risk Control Answer Line. Clients can direct their specific risk control questions to the Answer Line for advice and information. Ask-STA-Risk-Control@stpaultravelers.com
- Employment Practices Liability (EPL) Risk Management Resources: Our EPL resources include:
 1. A toll-free telephone consultation service for employment questions
 2. An Internet-based resource site with a wealth of employment practices information; and
 3. An employment practices risk control resource manual with samples of policies, forms and an employee manual.
- In the Public Interest Newsletter: Each issue of this newsletter addresses risk control concerns for general liability, vehicle operations and employment practices. The newsletter also features risk control and risk management information to minimize the frequency and severity of losses.

At St. Paul Travelers, we are dedicated to meeting our public entity clients' risk management and risk control needs. We are pleased to offer you these valuable risk control resources as a part of this insurance proposal

ADDITIONAL RESOURCES

American Appraisal Associates

Adequate values are a crucial element in any well-constructed property insurance program. We are pleased to inform you that American Appraisal Associates will offer St. Paul Travelers Agents discounts on their services, and will customize their appraisal services to meet the needs of your insured. For additional information, contact Paul Gruenwald at American Appraisal by calling 414-225-2007, or e-mail pgruenwald@american-appraisal.com.

City Of Prairie Village Kansas

Robert P. Frankovic and I have reviewed the coverage and limits offered in this proposal and I ask Cretcher-Lynch & Co. to bind coverage on my behalf, based on this information.

Client Signature
Date

Producer Signature
Date

Robert P. Frankovic and I have reviewed the coverage and limits offered in this proposal and I ask Cretcher-Lynch & Co. to bind coverage on my behalf, based on this information, with the following changes and/or declinations:

Client Signature
Date

Producer Signature
Date

Robert P. Frankovic and I have reviewed the coverage and limits offered in this proposal.

I respectfully decline all coverage.

Client Signature
Date

Producer Signature
Date

ACTION REQUESTED

04/16/2007

From Council Committee of the Whole – David Belz

COU2006-55 Consider Project SP105: 2007 Crack seal/Slurry seal/Micro surfacing Program

MOVE THE CITY COUNCIL APPROVE CONSTRUCTION CHANGE ORDER #1 TO MUSSELMAN & HALL CONTRACTORS FOR PROJECT SP105 FOR AN INCREASE OF \$22,234.98 WITH FUNDING FROM THE PUBLIC WORKS OPERATING BUDGET

COU2007-33 Consider Project 190719: 2008 Storm Drainage Repair Program

**MOVE THE CITY COUNCIL APPROVE THE DRAINAGE CONSULTANT AGREEMENT WITH GEORGE BUTLER ASSOCIATES, INC. FOR PROJECT 190719: 2008 STORM DRAINAGE REPAIR PROGRAM IN THE AMOUNT OF \$32,000 WITH FUNDING FROM THE CAPITAL INFRASTRUCTURE PROGRAM FOR PROJECT 190719 AND \$3,000 FROM THE PUBLIC WORKS OPERATING BUDGET
DIRECT PUBLIC WORKS**

MAYOR'S ANNOUNCEMENTS

Monday, April 16, 2007

Committee meetings scheduled for the next two weeks include:

Prairie Village Arts Council	04/18/2007	7:00 p.m.
Sculpture Garden Committee	04/25/2007	7:00 p.m.
Environmental Recycle Committee	04/25/2007	7:00 p.m.
Finance Committee	04/26/2007	4:00 p.m.
VillageFest Committee	04/26/2007	7:00 p.m.
Planning Commission	05/01/2007	7:00 p.m.
Tree Board	05/02/2007	6:00 p.m.
Council Committee of the Whole	05/07/2007	6:00 p.m.
Council	05/07/2007	7:30 p.m.

The Prairie Village Arts Council is pleased to feature a photography exhibit by Kay Trieb in the R.G. Endres Gallery during the month of April.

Shawnee Mission Education Foundation's - Celebrate Success! 2007 - Thursday, April 19th at 11:30 a.m. -Overland Park Convention Center.

Remember to participate in the "Lawrin's Day" celebration at the Corinth Shopping Center on Saturday, May 5th. Doors open at 10 a.m. with the dedication ceremony at 11.

The City's Tree Board will host an Arbor Day celebration at Porter Park on April 28th at 10:00 a.m. They will be honoring John and Joan Kemp at the celebration.

The annual large item pick-up has been scheduled with Deffenbaugh for April 28th.

Recreation memberships are now for sale at the City Clerk's office. The swimming pool will open May 26th.

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

INFORMATIONAL ITEMS

April 16, 2007

1. City Administrator's Report - April 12, 2007
2. Planning Commission Actions - April 3, 2007
3. Prairie Village Municipal Foundation Executive Committee Minutes - February 12, 2007
4. Planning Commission Minutes - March 6, 2007
5. Prairie Village Arts Council Minutes - March 21, 2007
6. Communications Committee Minutes - March 28, 2007
7. VillageFest Committee Minutes - March 29, 2007
8. Mark Your Calendars
9. Committee Agenda

CITY ADMINISTRATOR'S REPORT

April 12, 3007

Housing Choices Tour

A flyer about a Metro Bus Tour is attached to this report, I strongly recommend you try to attend this event. One of the issues Council will be considering as you go forward with Village Vision is making new housing choices available in Prairie Village. There will be some opposition to any type of change proposed. If you have seen a variety of housing developments like the ones on this tour, it will be easier to make the decision about what you think would be good for Prairie Village and what would not be appropriate.

Some of this City's elected officials have attended tours like this in other cities. Some attended a bus tour like this in the metropolitan area last year. These tours are valuable and a good use of time – I hope you will take advantage of this opportunity.

If you decide to attend, let me know or ask Jeanne to make a reservation for you.

Fire District No. 2

Fire Chief Ron Graham announced his retirement earlier this month. He is being honored by Governing Board members of Consolidated Fire District No. 2, you are invited to attend the reception. The event will be May 3rd from 6:00 p.m. until 9:00 p.m. at the Sylvester Powell Community Center. Reservations are required and can be made by calling 913-432-1105 or you can contact Jeanne who will make the reservation for you. Phil Hodgdon will serve as the interim Fire Chief for at least 90 days.

Fire Department personnel continue to meet with staff of the cities in Northeast Johnson County to combine the various local Emergency Operation plans into one workable plan for the area. Each of the cities in this group has its own plan; however, in an emergency that would affect more than one City, plan differences could create even more problems and delays. Last year the Fire District agreed to take the lead in developing a single plan for all the cities in Northeast Johnson County to use.

Time Warner Cable

The Company recently notified the City they will no longer carry the West Coast feed of HBO HD and Showtime HD. They will move ESPN to the HDTV Basic service package and they will add ESPN2 to HDTV Basic service.

Public Safety

Legal counsel for the Kansas Bureau of Investigation, working with the Sheriff, determined the Prairie Village resident who is considered an "unregistered sex offender" in the State of Texas is not required to be listed as such in the State of Kansas. He was convicted in Texas where the law requires him to be registered for life. In Kansas he only has to register for ten years from the date of his conviction which was 1991.

The case in which the defendant had threatened to arrest the Prairie Village Judge was appealed to District Court. The Prairie Village Judge and Prosecutor appeared in court yesterday on that case.

Code Enforcement

Mayor Shaffer asked me to provide Council with more information about the Fairway code case recently cited by a resident as an example of good code enforcement.

The City of Fairway received a call from a postal carrier informing the Code Enforcement Officer the door to a house on his route was wide open. He said the inside of the house was visibly filthy and there was a dog in the house. Officers went into the house and reported it appeared the dog had been in the house alone for several days. Trash and clothes were piled waist-deep in the house. There was moldy food, fecal matter and bottles of urine in the house which had no running water. It also appeared that someone had kicked in the front door because the frame was broken. Because the house in Fairway posed a hazard to the public and because of the abandoned animal, officers were able to enter the house and the City was able to take appropriate action.

The Prairie Village house situation discussed by the resident at the last Council meeting did not rise to the level of being a "hazard". In this case the Police Department responded to a call that the house had an open door. Officers went to the home to secure the house and observed the interior was cluttered. They reported junk piled up, and debris throughout the house. The house was basically vacant, but it appeared that the owner may have lived there sporadically. The house was secured by Officers and the City continued to make the owner maintain the exterior to meet minimum code requirements, which the owner did. The City continued to regularly cite the owner of the home for exterior maintenance violations such as weeds, tree limbs in the yard, etc. At least two of these issues went to court.

The house on Roe changed hands approximately two years ago and was totally rehabilitated. The last code enforcement activity at the house was in April, 2006.

Prairie Village has not adopted ordinances required to regulate the interior of homes unless there is a health or safety issue, such as was present in the "beer can house". In that case the structure had a faulty foundation, feces throughout the house, and an inoperable sewer. Prairie Village took swift and appropriate action in that case.

If the Council decides to pursue developing an interior property maintenance code, staff can do the research and the Council can deliberate the merits of interior maintenance codes. When the Minimum Standards Code ordinance was adopted in 1974, the policy was to maintain "curb appeal". Since that time the Code has been revised to include more detailed violations and the procedures have been changed to include sending serious non-compliance cases through the Municipal Court system. If there is a desire to change the policy to include interior inspections, codes can be revised to reflect this change.

METRO BUS TOUR #6

THURSDAY, APRIL 26, 2007

As a complement to their out of town tours, the Housing Choices Coalition of Greater Kansas City presents a series of Local Housing Tours. Please join us for our sixth Local Housing Tour! The Kansas City Tour will highlight different metro housing developments and housing styles.

Condos • Townhomes • Single Family

The Tour will begin at 9:30 a.m., Thursday, ~~June 29th~~ ^{April 26} and ends at 5 p.m. at the HBA Office, 600 E. 103rd Street, Kansas City, Mo. Lunch and transportation will be provided and tour guides will share information about each property and answer questions.

Please RSVP as seats are limited for this one of a kind opportunity.

Cost for this tour is \$30 per person.

9-9:30 a.m.: Registration and load bus at HBA Office

9:30 a.m. - 5 p.m. Tour stops:

- The Ravello at Briarcliff
- Freight House Flats
- St. Joe/St. Ben
- Kirkwood Coach Homes
- Belleview Plaza Condos
- Cresta Bella
- Painted Ladies House

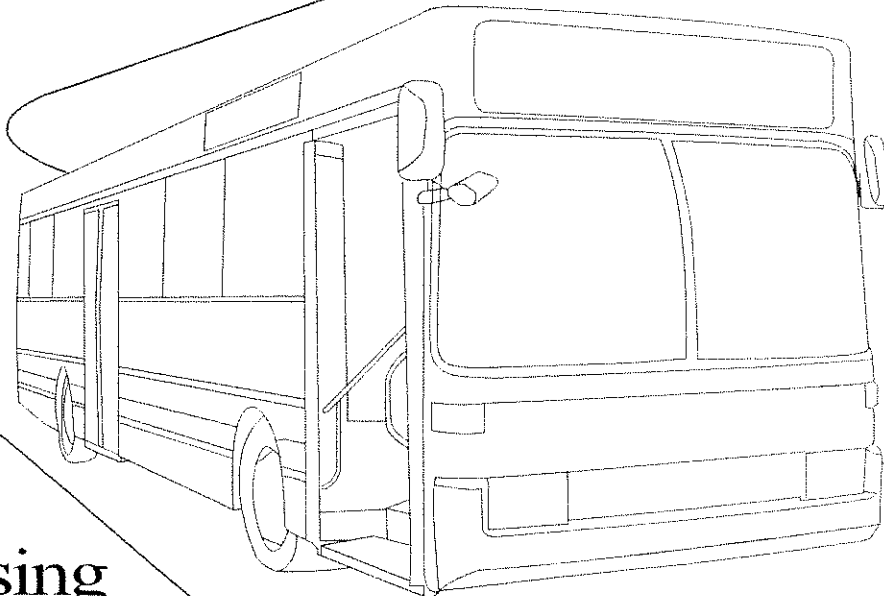
REGISTER ONLINE! <http://www.housingkc.com/metrotour>

Cost is \$30 per person.

Please call (816) 942-8800 with any questions.

REGISTRATION DEADLINE: April 23, 2007

REFUND DEADLINE: April 16, 2007



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FIRE CHIEF RON GRAHAM

RETIRING AFTER 30 YEARS OF DEDICATED FIRE SERVICE

Please join the members and Governing Board
of *Consolidated Fire District No. 2* as
we honor

Fire Chief Ron Graham

Date: May 3, 2007
Time: 6:00 p.m. to 9:00 p.m.
Place: Sylvester Powell Community Center
6200 Martway
Mission, Kansas
RSVP: 913-432-1105 by April 26, 2007

PLANNING COMMISSION ACTIONS
Tuesday, April 3, 2007

PC2007-10 Proposed Amendment to Zoning Regulations for "MXD Planned Mixed Use District"

The Planning Commission held a public hearing on the proposed amendment to the zoning regulations by adding a new Section 19.23 entitled "MXD Planned Mixed Use District". After extensive discussion on the proposed language, the Commission unanimously supported the creation of a "planned mixed-use district" but was unable to agree on the proposed language. The motion to recommend adoption to the City Council ended in a 3-3 tie.

**PRAIRIE VILLAGE MUNICIPAL FOUNDATION
EXECUTIVE COMMITTEE**

February 12, 2007

Minutes

The Prairie Village Municipal Foundation met February 12, 2007. Present and presiding, President Bill Nulton. Members present: Charles Clark, Diana Ewy Sharp, Bill Rose, A.J. LoScalzo, Mayor Engelken and Barbara Vernon.

Approval of January 8, 2007 minutes

A motion to approve minutes of the January 8, 2007 meeting made by Charles Clark and seconded by Mary Engelken passed with a unanimous vote.

Approval of Financial Report

A.J. LoScalzo moved for approval of gifts and distributions as listed on the Municipal Foundation 2006 End of Year Report and Statement of Financial Condition as of December 31, 2006. Mary Engelken seconded the motion which passed with a unanimous vote.

VillageFest 2007

Committee members agreed to participate in VillageFest 2007. They asked to be provided space in the Information Booth, preferably in the tent. This year they plan to have an information board on display and distribute information brochures.

Future Direction of the Committee

Austin Harmon was contacted about the possibility of developing a logo for the Foundation to use. He said he would like to do that but his poor eyesight prevents him from accepting this type of project .

A. J. LoScalzo said Sara Harken would be willing to work on this project for the Foundation. She is familiar with the work of the Foundation, having developed posters and flyers used for Garden Tours sponsored by the group in the past. A.J. will contact Sara Harken about what she proposed to do to identify the mission of the Foundation. When Harken has a proposal and the fee for her services, A.J., Bill Nulton and Barbara Vernon will meet with her and then call a meeting of the Committee to review the proposal. The fee can be paid from undesignated funds.

Committee members discussed other ideas for future direction. Pictures of donated trees being planted and some of the larger projects such as the Municipal Building fountain and Skate Park can be featured on a photo board for display at special events.

A.J. suggested Sara Harken be consulted about “give-away” items to be used as reminders to advertise the Foundation. New pictures for the photo board will be taken in Mayor.

Holiday Tree.

Highwoods does not want the tree lighting event on the same evening as the Corinth Square Holiday Open House. City officials meet with Highwoods officials annually in April. Mayor Shaffer will discuss this event with them at that meeting. Diana reported that Mely and Ann Bontrager want to be involved in planning for the Holiday Tree Event.

Future Direction of the Committee

Members considered the possibility of forming a speakers bureau but decided it is not needed.

Projects discussed:

Maintenance of island statuary and fountains. Charles Clark said this is an issue the Council is currently discussing. An inventory of these pieces is being developed. He said some of the Homes Association groups provide maintenance for the statuary but some do not. There is agreement on the Council that these are important to the community but maintenance of the structures does not qualify as an essential service. Some of the pieces are not worth investment of City funds but others are valuable and should be maintained. Members said this type of project should be led by the Arts Council. This organization can serve as support for any events or fund raising efforts they initiate. There was general agreement to wait for word from the Arts Council.

Franklin Park Gazebo. A. J. said she is going to raise funds for this Project through members of Homes Associations around Franklin Park.

Sculpture Garden. This project is being considered by a committee within the City. It will require funding sources outside the City in order to be viable.

Committee members agreed these are all worthy projects to be considered but it is not the function of the Foundation to develop project ideas or funding sources. The Foundation can support a project when there is a concrete plan, a definition of the project, a budget and scope which can be accepted by this committee as being within the mission of the Foundation.

Donor Plaques

Barbara Vernon said several donors need to be recognized with brass plates on the Foundation plaque in the Municipal Building. Engraving cost will be approximately \$200. Committee members authorized this purchase from undesignated funds.

Next meeting

Bill Nulton will call the next meeting when Sara Harken's proposal is available and/or other business is on the agenda.

Bill Nulton
President

**PLANNING COMMISSION MINUTES
MEETING OF MARCH 6, 2007**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, March 6, 2007 in the Council Chamber, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:10 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

Robb McKim requested the following be added to the minutes on page 3 paragraph 7 to the end of the first sentence: "particularly the development of small commercial areas in close proximity to existing commercial development, so that new retail is not created in such a manner as to cause existing retail to become vacant." Randy Kronblad moved the minutes of the February 5, 2007 meeting of the Planning Commission be approved with the additional language requested by Mr. McKim. The motion was seconded by Robb McKim and passed by a vote of 6 to 0 with Marlene Nagel abstaining as she was not present at the February meeting.

PUBLIC HEARINGS

PC2007--07 Request for Conditional Use Permit for ATM
Bank of Prairie Village
3515 West 75th Street
Applicant: Rick Jones with NSPJ

Chairman Ken Vaughn stated the application had been duly published and surrounding property owners notified of the hearing. He briefly reviewed the procedures to be followed and called upon the applicant.

Rick Jones, 3515 West 75th Street, spoke on behalf of the ownership of the building and specifically for the Bank of Prairie Village. Mr. Jones noted the building has been open for 4 years and the Bank of Prairie Village wishes to expand its services to meet the needs of its clients with the installation of an ATM.

Mr. Jones presented the commission with a site plan depicting the elevation and location of the proposed ATM. The unit is to be located on the east side of the building approximately 28 feet north of the south end of the building. The ATM will be located in the existing landscaped area between the building and the curb

for the parking lot. No parking spaces will be eliminated. The ATM will be constructed and painted the same color as the carport so that it will blend with the existing development. The elevation of the parking lot in this location is significantly below Reinhardt Street. Therefore, car lights shining on adjacent properties to the east should not be an issue. Mr. Jones reviewed the submitted site plan and various elevations with the Commission members.

Chairman Ken Vaughn opened the public hearing to general comments.

Ted Coleman, 7512 Pawnee, stated he resides directly west of the office building. His concern is with the building located directly off 75th Street and relatively close to State Line Road, with the potential for burglaries. He would like to see the safety issues addressed and if possible have a frequent police presence in the area.

Ron Williamson stated the zoning ordinance requires a traffic engineer review the proposed site plan for drive-up locations. He had traffic engineers at BWR review the plans and there will be no adverse affects on the adjacent public streets with the proposed plan.

Marlene Nagel asked about the lighting of the ATM to address Mr. Coleman's concerns. Mr. Williamson stated there would be some lighting and noted it would be directional lighting that would not glow unto neighboring properties.

Bob Lindeblad asked if it was sufficient lighting for safety. Mr. Jones stated the lighting proposed is similar to that used at other ATM locations throughout the City.

Robb McKim asked if there would be security cameras. Rick Jones responded there is a security camera in the ATM unit and an additional one on the building itself. He also noted the carport area, which is close to the ATM, is well lit.

They had originally considered placing the unit behind the building, but chose not to for security reasons. The proposed location was selected because they felt it presented the best possible security. The location can be seen from the street, but is not readily visible from the street. Mr. Jones added the Bank of Prairie Village is not a full-service bank and there will not be a drive-thru bay at this location.

With no further comments to be heard, the public hearing was closed at 7:15 p.m.

The Commission reviewed the following factors for consideration for the requested 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 ATM meets all required setback and yard regulations of the zoning ordinance.

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

The proposed ATM will be located on private property well back of 75th Street so there will be no problems with traffic backing up on public streets. It is located in such a position that it will not create problems of lighting or headlight glare on adjacent properties.

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 ATM is a very minor improvement in relationship to the size of the office building and it will be built so that it blends well with the main building. The ATM is relatively insignificant in size and will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.

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 ATM installation is approximately 10 ½ feet tall and 7 feet in width. It is located in a landscaped area between the curb and the building and is not of a size that will dominate or hinder development in the neighborhood. The neighborhood is totally developed and it should have little if any affect on the area.

The proposed ATM will be painted the same color and match the carports and the existing building and therefore should have little or any negative impact on the area. Because of its location and the need for access to it by vehicles, no additional landscaping is being requested.

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 proposed ATM will be located adjacent to the existing building and will use the existing driveway for access to it. There will not be a need for additional parking. It was also noted that no parking will be removed as a result of the installation of the ATM.

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

The ATM is a minor accessory use to the main use and all the necessary utilities and drainage have been installed.

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 not a need for new access roads or entrance and exit drives because the existing parking lot shall accommodate the proposed ATM. The zoning ordinance has a requirement for drive-up uses that reads as follows:

“The access, circulation and stacking pattern of vehicles using such facility shall be reviewed and approved by the City’s traffic engineers prior to Planning Commission approval of plans.”

The plan has been reviewed by a Traffic Engineer and due to the location of the ATM on the site, it will not have an impact on the public street system.

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 ATM will not have any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessarily intrusive noises associated with it.

The Planning Commission reviewed the criteria for site plan approval of the ATM as follows:

- A. **The site is capable of accommodating the buildings, parking areas, and drives with appropriate open space and landscaping.**

The footprint of the proposed ATM is approximately 38 square feet and the site can more than adequately accommodate the size of the ATM. The area is appropriately landscaped and the ATM will be screened from view to the east by an existing retaining wall.

- B. **The utilities are available with adequate capacity to serve the proposed development.**

The utilities are available for this proposed use and it will not be necessary to provide any type of additional services.

- C. **The plan provides for adequate management for the stormwater runoff.**

The proposed ATM will only add approximately 35 square feet in impervious surface which is rather insignificant so a stormwater management plan has not been required.

D. The plan provides for a safe and easy ingress and egress and internal traffic circulation.

The proposed ATM will use the existing ingress and egress and internal traffic circulation that are already in place. No additional improvements will be necessary.

E. The plan is consistent with good planning and engineering design principles.

The proposed location of the ATM appears to be well conceived and it is also being blended with the existing structures by its color and design. Any lighting for the ATM should be installed so that it does not shine or glare on adjacent properties.

F. An appropriate degree of compatibility will between the architectural quality of the proposed building in the surrounding neighborhood.

The design and materials used in the proposed ATM will be compatible with the existing office building and carport that was recently constructed there.

G. The plan represents and overall development pattern that is consistent with the comprehensive plan and other adopted planning policies.

The general policy of the comprehensive plan was to encourage development and redevelopment to occur in a manner that is compatible with existing development. The proposed ATM is a very minor improvement and it is consistent with the quality of the development in the area and has been designed to be compatible with the existing buildings. The ATM proposal is consistent at this time as an accessory use to the bank of Prairie Village. If there no longer is a bank at this location, perhaps the ATM should be removed.

Bob Lindeblad moved that the Planning Commission find favorably on the factors of consideration and site plan criteria and approve application PC2007-07 for a conditional use permit for the installation of an ATM at 3515 West 75th Street as presented subject to the following conditions:

1. That the proposed ATM be designed and painted to be compatible with the existing office building and carport.
2. That the approval of this application be coterminous with the lease of the bank and if the bank should leave the building then the ATM should also be removed.
3. That any lighting for the ATM be designed in accordance with Section 19/34.050 Outdoor Lighting, and be installed so that it does not shine or glare on adjacent property.

The motion was seconded by Robb McKim and passed unanimously.

NON-PUBLIC HEARINGS

Consider Public Hearing on Comprehensive Plan

Ken Vaughn announced that an open house would be held on Thursday, March 8th at The Village Church beginning at 6:00 p.m. to allow residents to view the proposed comprehensive plan for the City. The event will include opening remarks and an opportunity to view sketches prepared for various areas of the City. The next step in the process of adopting the Comprehensive Plan would be to hold a public hearing on the plan before the Planning Commission. He suggested a public hearing could be held at the next Commission meeting.

Marlene Nagel noted the next meeting, April 3rd, was the second night of Passover. It was also noted April 3rd is an election day.

Commission members questioned if their April meeting date could be delayed one week. The secretary noted the meeting would need to be held in the Multi-purpose room because Mission Hills will be holding court in the Council Chamber.

Bob Lindeblad felt because of the importance of the Comprehensive Plan there were enough conflicts to not schedule the hearing for April 3rd. Randy Kronblad agreed.

Randy Kronblad moved the Planning Commission schedule a public hearing on the proposed Comprehensive Plan for the City of Prairie Village on Tuesday, May 1, 2007. The motion was seconded by Marlene Nagel and passed unanimously.

OTHER BUSINESS

Discussion of potential Mixed Use Development Regulations

Ron Williamson noted the Commission had been mailed samples of mixed use district ordinances for area cities for review. Based on a review of those regulations and comments made by the Commission at its February 6th meeting, he drafted proposed language for consideration. Mr. Williamson stated noting that the potential areas identified for possible redevelopment are very different in character, the language was drafted to allow for maximum flexibility by the Commission. There will not be a uniform MXD district, each district will be driven by a specific plan.

Nancy Vennard confirmed each mixed use development will be different and will be based on specific plans for that development.

The Commission reviewed the proposed language by Section beginning with Section 19.23.005 "Purpose and Intent" which is a modification of the Overland Park regulations.

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, 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.

Nancy Vennard noted a "pedestrian network" is mentioned in the text, but questioned if the language should go further and address sidewalk requirements. The question is based on the lack of sidewalk between Corinth Square Shopping Center and the surrounding properties. Sidewalks are provided within the center itself, but none connecting it to the adjacent properties.

The evaluation of sidewalks would be done in conjunction with the site plan approval. However, Bob Lindeblad suggested the word "connectivity" be added to the language in the purpose and intent in reference to sidewalks.

Marlene Nagel suggested a paragraph possibly be added under Section 19.23.045 "Off-Street Parking" addressing pedestrian accommodations to provide safe passage for pedestrians.

Nancy Vennard stated she liked the language in Lenexa's regulations regarding ". . . projects that achieve a high level of environmental sensitivity, energy efficient . . ." and would like to see similar language in the City's ordinance.

Ron Williamson stated he would add the following language after "to encourage building configurations" add "to promote sustainable development with projects that achieve a high level of environmental sensitivity, energy efficiency and to encourage design and construction using LEED principals and practices." This would further strength what Nancy is talking about. This could be considered in the evaluation of projects as they are submitted, perhaps giving those projects more flexibility.

Bob Lindeblad stated in his experience it is those features are eliminated in the final stages of development when it comes down to cost considerations because of their cost. He does not feel the City should tie developers with those requirements. Mr. Williamson responded the language is to “encourage”.

Nancy Vennard stated if there is some type of language addressing sustainability the word will get out that the City encourages this and perhaps people will try to implement some of these practices. They are not all overly expensive. She noted 45% of the energy in the world is used in buildings and this needs to be addressed.

Bob Lindeblad stated the language “encourage” is substantively vague and unenforceable. He is looking at the language from the implementation side. He has seen these issues and their impact on development applications and is simply sharing his experience. Nancy Vennard noted, however, there are cities that require this.

Robb McKim stated he would like to talk in more general terms about the purpose and intent from the perspective of what mixed use is. He feels it is about place making, about trying to integrate uses, create a critical mass of development and/or a concentration of activity. He does not see one building in which there are two or more uses as a mixed use. He questioned if the purpose and intent should express the aspirations of the City toward mixed use development and not just minimum requirements, for example, require it be two or more buildings.

Bob Lindeblad responded in Prairie Village there are very small areas available to be development and although it is a great goal, but what if someone has to put three buildings on a small lot where there is only room for one building.

Robb McKim stated he views such development as an enhancement or redirecting of an existing area, not as a mixed use development.

Bob Lindeblad stated as soon as the ordinance specifically prohibits a single building mixed used development, a proposal will be presented. Mr. McKim feels the City can be more specific in the ordinance because of the limited opportunities within the City. However, he noted he does not want the regulations to be overly restrictive.

Ron Williamson brought up a potential small site that may come before the Commission in the near future. This is the property on the southeast corner of 75th Street and Mission Road. The land is owned by one party and the building, which has aged is owned by another. They are thinking of doing something with this approximately one plus acre site. He could see putting two buildings on the site as a misuse of the land, but feels there is strong potential for redevelopment with one building, with possibly office on the bottom level and condos on the second level.

Mr. McKim stated he doesn't have a problem with mixed use at that location, but is concerned with potential mixed use development bringing commercial development into a residential area. He does not feel there should be retail at that location.

Robb McKim stated using a single mixed use building either in place of and/or to reinforce an existing commercial location is a potentially workable option. However, on a vacant site, a collection of disconnected things, isolated buildings with a minimal mix of uses is not appropriate.

Bob Lindeblad stated that is addressed in the zoning request.

Randy Kronblad asked if the purpose and intent as written is opening the City up to isolated in-fill development that he does not feel is appropriate. Mr. McKim responded the potential is present under the drafted language.

Nancy Vennard noted that all of Prairie Village is zoned. Any development requiring a change of zoning would need to meet the zoning criteria as set out in the statutes and review the request using the "golden factors" to determine its appropriateness. She noted the City is not changing any zoning.

Ken Vaughn noted this is a process reviewing both the criteria for rezoning and a review of the proposed site plan.

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, but it is recognized that this may not be achieved in all locations.

Mr. Williamson stated the uses will be determined by the Plan. Bob Lindeblad noted the uses can change over the years. These can change over time if they are permitted uses under the zoning.

Robb McKim questioned as the language is currently written in implies that it could be a single use only with the clause "but it is recognized that this may not be achieved in all locations."

The Commission, after much discussion and possible revisions to clarify the intent, directed staff to remove the questioned language.

19.23.015 Height and Area Regulations Generally

The height of buildings, the minimum dimensions of yards, and the minimum lot area per family shall be as follows:

- A. No height limit;
- B. At least fifty percent (50%) of the total floor area, except for arenas, convention centers, auditoriums, conference facilities, theaters, and other similar uses, shall be located above the ground floor.

Mr. Williamson stated the language under A. will be changed to read "A. The height of the building shall be as determined on the Plan"

Bob Lindeblad felt it should read: "No height maximum; The height of the building(s) shall be as determined on the Plan."

Marlene Nagle asked if there was any consideration to the height of the buildings on adjacent properties. Bob Lindeblad replied that would be addressed in the consideration of the zoning request under compatibility. Ken Vaughn noted that would be a key element in the consideration of the rezoning.

The proposed language lists "arenas, convention centers, auditoriums". Mr. Williamson asked if the Commission wanted to keep that language. Bob Lindeblad asked if they were permitted uses in the current regulations. Mr. Williamson replied the language in the ordinance states the City is allowing any use, even those that are not specifically set out in our zoning ordinance. So there may be some things that are not included that people may come in with, but they would have to specify what they are.

Ken Vaughn stated he does not see any need to include arenas and convention centers. The other listed items are satisfactory. Mr. Williamson stated he would remove "arenas, convention centers".

Nancy Vennard confirmed the height regulations are not specified in ordinance, but a specified on the plan presented for consideration.

19.23.025 Front Yard

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

19.23.030 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.

19.23.35 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.

19.23.040 Site Plan Approval

All applications for District MXD shall be accompanied by a site plan and the site plan shall be prepared, reviewed and approved in accordance with Chapter 19.32 Site Plan Approval.

Mr. Williamson stated sidewalks would be dealt with through the site plan process.

Ron Williamson noted that currently site plans are approved in one submittal. However, he suggested that under these regulations perhaps there should be a preliminary site plan approval done in conjunction with the request for rezoning and after the zoning is approved a final detailed site plan is presented for approval.

Bob Lindeblad agreed both a preliminary and final site plan approval were desirable. He also suggested the regulations specifically list what is to be included for each approval. Similar to that required for approval for planned unit districts. Mr. Williamson noted he would make those additions.

19.23.045 Off-Street Parking

Off-street parking shall be provided on the premises in accordance with the requirements for each type of use permitted, except as follows:

- A. 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 residential 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.
- B. On-street parking spaces 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.
- C. 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.

Mr. Williamson noted that parking structures would be considered under the site plan approval. Nancy Vennard asked if the Commission can influence the design. Bob Lindeblad responded the Kansas statutes allow the Commission to do so.

Nancy Vennard stated she would like to encourage below ground, multi-level parking internal to the development.

Bob Lindeblad stated the City of Overland Park adopted design guidelines as a separate document addressing where parking should be, pedestrian connectivity and similar issues that is given to the developers. Ron Williamson noted Olathe has a similar document.

Mr. Williamson's concern is that when you start getting prescriptive it begins to limit what kind of development. Mr. Lindeblad stated it is not prescriptive, but guidelines, a statement of intent or goals. He noted guidelines can state wants, but in an ordinance you state what has to be.

Nancy Vennard stated there are cities that require LEED certified buildings. Mr. Williamson said he felt it was only a matter of time before all cities require LEED certified buildings. Mrs. Vennard noted there are a variety of types of LEED programs. Randy Kronblad noted it is relatively easy to get LEED certification points. Mrs. Vennard responded it is difficult to attain the silver or gold certification, at that level it becomes expensive.

Ken Vaughn stated he would be interested in seeing the Overland Park design standards.

Marlene Nagel would like to see a section added, similar to that in the Lenexa regulations, addressing the preservation of natural features. She feels this is especially important as you consider the development of an area such as the Meadowbrook Golf Course with its mature trees. Ken Vaughn agreed.

Robb McKim stressed that it is really important to have flexibility to allow development plans to be put together that maximize the opportunities of a particular location, but without some additional guidelines or framework it becomes almost a debate among the Commission members about what is the most appropriate use for an area.

Bob Lindeblad reminded Mr. McKim that land use is determined by the zoning process which follows very specific guidelines as set out in the golden case as whether there is an appropriate plan for the location.

Ron Williamson stated there is another form a zoning called "Form Based Zoning" which is similar to what Mr. McKim is talking about. What it does is it gets very prescriptive and is based on an administrative approval of a project more so than going through an evaluation. It's not guidelines, it's standards and every specific so there is not much discussion; however, he felt the Commission wanted to have more flexibility, looking at each project and determining what might fit best based on collective opinions.

Ken Vaughn asked the Commission if they felt they were to the point where a public hearing could be scheduled on the proposed language for next month, noting more changes could be made at that time. Mr. Williamson stated the information could be distributed to the members earlier to give them more time to review it.

Nancy Vennard asked why the existing regulations have parking requirements for mixed use when there is not a mixed use district. Mr. Williamson stated it addresses mixed uses within a single district such as the Corinth and Prairie Village Centers which have both office and retail and restaurant uses.

Ken Vaughn asked if there should be a minimum area established for a mixed use district. Mr. Williamson replied he did not feel one should be set. Nancy Vennard said it could address the concern Mr. McKim raised earlier with one building developments when the intent is to have a development of several things in one location. This was addressed in several of the other city ordinances. Mr. Williamson responded the difference is many of those cities still have undevelopment land, which Prairie Village does not have.

Bob Lindeblad stated the City's comprehensive plan should provide a guide as to where these types of projects should be.

Randy confirmed Mrs. Vennard's comments regarding environmental efficiency were being addressed in the purpose and intent.

Mr. Williamson stated he was adding the following language: to promote sustainable development with projects that achieve a high level of environmental sensitivity and energy efficiency and to encourage design and construction using LEED principles and practices.

Randy noted this language encourages the use but does not require it. Nancy Vennard noted many of the things in LEEDS that the Commission wants to see are the site items such as how they maintain the site through its construction and

how the water flows. Hopefully the Director of Public Works is also looking for these in his review of storm drainage plans.

Randy Kronblad moved the Planning Commission hold a public hearing on the proposed Chapter 19.23 entitled "MXD" Planned Mixed Use District at the April 3rd meeting of the Commission. The motion was seconded by Nancy Vennard and passed unanimously.

Robb McKim stated is in favor of moving forward but he doesn't share a sense of urgency in adopting regulations and feels more time would be valuable.

Ken Vaughn encouraged the Commission to be open to listening to more comments during the public hearing and was confident that more changes will be made to the regulations before they are forwarded to the City Council.

Bob Lindeblad stressed the need to get the word out to public and to developers for greater input at the public hearing.

A resident attending the meeting asked the Commission if it was considering changing existing residential property to commercial property. Mr. Williamson advised her the Commission was not initiating any zoning changes, any change would come from applications from property owners.

Ron Williamson advised the Commission that he had met with Mr. Royer regarding the Crescent Court development. Mr. Royer is considering a possible reduction in the size of buildings in the development which would provide more open space. The plat would not be affected, but because it is a planned unit development this would be changes to the plan. Since the plan was approved by the Commission, if changes are made as described, it should be resubmitted to the Commission for reconsideration and approval.

It was announced that Taco Bueno has filed an application for a structure with a drive-thru at 7920 State Line Road. This will be on the April agenda.

Nancy Vennard questioned what funds were available to the Commission members for planning conferences. The National APA Conference is in April. Marlene Nagel noted the home builders' tour will be in May in Charlotte. Ken Vaughn encouraged members to keep an eye out for opportunities that would be beneficial to the Commission.

ADJOURNMENT

With no further business to come before the Commission, Chairman Ken Vaughn adjourned the meeting at 8:30 p.m.

Ken Vaughn
Chairman

PRAIRIE VILLAGE ARTS COUNCIL
21 MARCH, 2007
MINUTES

The Prairie Village Arts Council met at 7:00 in the City Council Chambers. Members present: Randy Kronblad, Chairman, David Belz, Bob Endres, and Pat Clothier. Also present: Doug Luther and Patty Nolte.

Minutes

Committee members approved minutes from the February meeting as submitted.

Financial Report

Committee members reviewed and approved financial reports as submitted.

Council Report

Mr. Belz reported that the City of Leawood is insisting on a 99 year lease in order to permit the installation of the sculpture at the intersection of Somerset and Lee. As reported earlier, the island is in Prairie Village, and Leawood wants to install a sculpture on the island. Therefore, Leawood needs to obtain permission from Prairie Village to use the land. The Prairie Village City Council is uncomfortable with such a long-term lease. Mr. Belz said that, at this time, the project is in limbo, and that he will keep the Arts Council informed of this situation.

Mr. Endres expressed his frustration with the Prairie Village City Council's unwillingness to grant a lease to Leawood. He said the proposed sculpture would be a great benefit to both cities, and there would be no cost to Prairie Village.

Kacico Dance

Patty Nolte, Executive Director of Kacico Dance reported that the organization is a non-profit contemporary dance company that has been active for the past three years. They are in the process of getting word out in the community about their performances and have scheduled several performances of the "Song and Dance Project." One of these performances, which is free to the public, will be held at Asbury Methodist Church in Prairie Village on 27 April.

The show is comprised of 8 dancers and 7 musicians who will perform original music and dance routines. A reception hosted by the church will follow the performance.

Ms. Nolte said the cost to produce each performance is between \$3,000 and \$4,000. She is requesting a grant from the Prairie Village Arts Council of \$500 to help support the performance. She stated that Kacico relies on grant funding from multiple sources, and that the performance would occur regardless of Arts Council sponsorship.

Mr. Endres asked if other communities provide financial support to the organization. Ms. Nolte said the group has not actively pursued municipal sponsorship to this point. However, the City of Liberty has helped sponsor a program.

Mrs. Clothier asked if the Arts Council would receive recognition in the dance company's publicity materials and at the performance. Ms. Nolte said that promotional items have already been printed. However, if the Arts Council decides to provide funding, it would be noted during the performance.

Committee members thanked Ms. Nolte for her presentation.

Committee members noted that, with such low attendance, a decision regarding financial support should wait until the April meeting. All agreed.

Mr. Kronblad noted that the Arts Council did not budget for this expense in 2007.

Committee members unanimously agreed that the Arts Council should help promote the Kacico performance in Prairie Village by including an article in the April newsletter. However, they agreed to postpone a decision on financial support until the next meeting.

March Exhibit/Reception

Attendance at the reception on 16 March for Elizabeth Watson and June Maygers was OK, approximately 25 - 30 people.

April Exhibit/Reception

The April artist will be Kay Treib. A reception will be on Friday, 13 April, 6:30 - 7:30 pm. Mr. Endres and Mr. Kronblad volunteered to help.

Gallery Commission

Mr. Luther reported that committee members had requested this item be placed on the agenda. Historically, the Arts Council has not charged a gallery commission when pieces are sold while on display in the gallery. However, the Arts Council gladly accepts donations.

In preparation for the State of the Arts exhibit in October, the City Council approved a 15% gallery commission for this exhibit only.

Mr. Luther presented the results of a survey conducted regarding gallery commissions. With the exception of Overland Park, which charges a 25% commission for its Art at the Center exhibits, other cities (Merriam, Leawood, Roeland Park) do not charge a commission. Private galleries appear to charge commissions ranging from 25 - 50%.

Mrs. Clothier said the Arts Council should charge a commission for every exhibit. It costs money to sponsor exhibits and maintain the gallery. The Arts Council

should recoup some of these costs. In addition, artists who regularly exhibit are accustomed to paying a commission. Mr. Endres agreed.

Mr. Kronblad expressed concerns with the Arts Council charging a commission, noting that other cities do not and that the City's gallery is a community, rather than private gallery.

Mr. Belz added that it would be very easy for artists and buyers to circumvent the commission anyway.

Committee members discussed the possibility of charging a flat fee to exhibit as well.

Mr. Endres said relatively few pieces of art are sold during exhibits, so charging a commission may be more trouble than it's worth.

Due to low attendance, committee members agreed to continue discussion of this item to the April meeting.

State of the Arts

Mr. Endres reported that Community America Credit Union has agreed to provide \$1,500 to underwrite prize awards for the show.

Mr. Endres reported that Jewelry Arts has agreed to provide \$500 for the exhibit. The company can be noted as a reception sponsor.

Mr. Endres reported that Callahan Creek, an advertising agency in Lawrence, has agreed to sponsor the exhibit. They will provide graphic design services for the exhibit's publicity materials.

Committee members thanked Mr. Endres for his successful fundraising efforts.

Sculpture Garden

The Sculpture Garden subcommittee will meet on 24 April to review an updated site plan for the garden and to speak with councilman Vennard regarding some of his concerns and suggestions regarding the project.

Artist Application - Mimi Pettegrew

Due to low attendance, committee members agreed to continue consideration of this request to the April meeting.

There being no further business, the meeting adjourned.

Randy Kronblad
Chairman

COMMUNICATIONS COMMITTEE
28 MARCH, 2007
MINUTES

The Communications Committee met at 5:30 pm in the Executive Conference Room. Members present: Andrew Wang, Chairman, and Karen Chapman. Also present: Doug Luther.

Internet Video

Mr. Luther reported that through a joint program between the US Conference of Mayors and CGI Communications, four, 60 second videos about Prairie Village can be produced and broadcast on the City web site. CGI Communications would produce the videos and store them on a CGI server. The City would then place a link on its web site to the videos. CGI would also solicit advertising from local businesses, and the business logos and links would border the video when it is played on the web site.

Mr. Luther said that CGI would produce the first four videos at no cost, and that the City could post up to five minutes of new video each month. However, the City would be responsible for the cost of producing any additional videos. Mr. Luther said he has not priced video services recently, but it would likely cost several thousand dollars per year to keep fresh video footage on the site.

Committee members said they would like to think more about this issue, and expressed concerns with the ongoing costs of obtaining this "free" service. Committee members added that it would be important for video posted on the City's web site to be high-quality.

Mr. Luther said he would send committee members links to other cities that are utilizing this service. After reviewing these, the committee could re-convene to discuss.

2007 Web Site Expansion

Mr. Luther presented several ideas City staff has developed for expanding the functionality of the City web site, noting that the 2007 budget contains \$10,000 for this purpose. Some of these items can be done by City staff at not additional cost, other than staff time. Other features, however, will require assistance from the City's website designers.

Suggested site enhancements include:

- Photos and bios for elected officials - *City Staff*
- Searchable codebook feature - This was implemented in early 2007
- Drop down menus --

- More prominently feature calendar of events
- Update all photos
- Photo gallery images for home page --
- E-mail newsletter distribution system
- On-line sample survey tool
- Separate page for each City Park
- Database / storage and retrieval system for all Council/Committee minutes

Mr. Luther said the following items would require professional help:

- E-mail newsletter distribution system
- On-line sample survey tool
- Database / storage and retrieval system for all Council/Committee minutes

Committee members liked the idea of the e-mail distribution system, which would allow users to "sign-up" to receive information about the City. This would allow them to receive e-mail notifications when new information is added to the site, such as council packets, newsletters, etc. Committee members directed Mr. Luther to obtain pricing for this feature.

Committee members discussed an on-line survey. This could be developed, or the City could use an online survey tool such as Zoomerang or SurveyMonkey. Committee members directed staff to look into these options. However, they noted that surveys obtained on-line are not likely to be statistically valid.

Mr. Luther said the storage/retrieval system for Council and Committee minutes would provide a more user friendly way for residents to get information about the activities of the city's various committees. While this information is currently available in the Council packets, it is often difficult for the casual user to easily locate this information. A database storage system would simplify this process greatly for users of the site. Committee members directed Mr. Luther to obtain pricing for this feature.

There being no further business, the meeting adjourned.

Andrew Wang
Chairman

VILLAGEFEST COMMITTEE

March 29, 2007

The VillageFest Committee met March 29, 2007. Present and presiding, Chairman Bob Pisciotta. Members present: Ann Lilak, Joel Crown, Jim Hanson, John Capito, Frank Bardwell, Bob Pryzby, Mike Helms, Greg Hudson and Barbara Vernon.

Minutes

Bob Pryzby moved approval of minutes of the February 2007 meeting. Ann Lilak seconded the motion which passed.

Schedule

Bob Pisciotta reviewed the preliminary schedule. The following changes were made:

- Added an afternoon session to the finger printing schedule

- Cobras and parade between 11 am and 11:30 am – need to be flexible

- Train show 9am to 2 pm

- Mustangs 9am to 1pm

- Clowns / magicians 9am to 2pm

- Extended Chris Cakes 7:30 am to 11 am

- Add line for PD/Fire demonstration

- Compare to last year to be certain everything is there.

- Event is scheduled to last 30 minutes longer than last year

Ann said the schedule can be changed after the flyers are printed because the print ads are prepared at the very last.

Bob said committee members should plan to finalize the schedule at the next meeting

Budget and Sponsors

Ann reported the following commitments:

- Renewal by Anderson \$ 750

- Highwoods 1,000

- Brighton Gardens 500

- Intrust – will do something, not certain of the amount at this time.

Faulk Chiropractic wants to be on site but does not want to pay \$750. Ann told them the fee cannot be reduced for them because that would not be fair to the other sponsors.

Completed Contracts

Several contracts are completed and will be mailed as soon as the schedule is finalized.

Contracts not finalized

Bob said Miller Marley wants to perform. Committee members agreed to decide about that act when the entertainment is finalized.

Food Vendors

Hy-Vee plans to come. Bob said Gag Bag wants to sell items Hy-Vee does not sell, cotton candy, popcorn and shaved ice. Ann suggested Bob contact Hy-Vee for approval before adding any other outside vendors.

Mascots

All mascots plan to attend

Patriotic service

Bob said he is concerned the service is getting stale; however, he said others think it is still important as one of the event's traditions. Bob asked Frank Bardwell to help with this event by contacting speakers, music groups, etc.

Entertainment

Bob said he will try to find a country artist this year. Ann suggested he also ask the agent for suggestions.

Joel asked if anyone had heard the Kaw Valley Fife and Drum group. He plans to attend a performance and have them considered for the event. He said they could be on the stage or just wander about during the day.

Family activities

Already booked: Petting zoo, pony rides, Beaks and Wings, puppets, inflatables, clowns, magicians, Uncle Sam, face painter

Creativity Center

No report

Children's Parade

It will happen

Quilt Show

Emails have been sent to several people who have quilts. Several quilts are already committed, but can always use more. Need two volunteers.

Car show

John has arranged for the Mustang club to be there

KU Med Van

Bob sent an email to Dick. Ann said Blue Cross/Blue Shield has a van that might be available. Red Cross was here last year and should be contacted again.

Train show

They are ready to go.

Public Works

They will be there

Public Safety

They will have a display. Committee members agreed they would like to have a tactical entry demonstration again this year.

Fire District

No report

Student Contest

Schools are being contacted. It was agreed prizes will be \$50,\$25 and \$25. Joel asked staff to include an article in the next newsletter. The posters should be submitted to City Hall on 11 ½ x 17 paper or poster board and should depict a celebration of the Fourth of July

Information Booth

Jim Bernard will manage the booth again

Publicity

Ann said the book Amy made last year is in town and she will pick it up for John to use.

Hospitality

Doug Sharp is working on this

Volunteers

Bob said we do not have anyone in charge of this yet. He said we will need several volunteers and asked committee members to talk to friends and neighbors about helping during the day.

Decorations

No report

Committee shirts

This will be discussed next month

Skate park

Bob said he will talk with Kathy Peterson about having something at the park. Committee members suggested having a re-match of the Junior High competition that day. Greg Hudson agreed to contact Ivan Washington about setting something up.

Shriners

Ed will be asked to contact them again this year.

Calliope

Joel and Ed will work on getting this on the grounds this year.

Other

John Capito continues to work on bringing a helicopter to the event

Adam Taylor has been attending a school and will begin working on the financing for the Seals demo when he returns

Adam is also organizing the bike rodeo.

Adjournment

Bob Pryzby moved, Ann Lilak seconded a motion to adjourn which was approved

**Council Members
Mark Your Calendars
April 16, 2007**

- April 2007**
 April 19 Kay Trieb photography exhibit in the R. G. Endres Gallery
 Shawnee Mission Education Foundation "Celebrate Success! 2007" 11:30 a.m.
 (Overland Park Convention Center)
 April 20 Skateboard Contest
 April 28 Large item pick-up
 April 28 Arbor Day Celebration – Porter Park 10:00 a.m.
- May 2007**
 May 4 & 5 David Payne oils exhibit in the R. G. Endres Gallery
 The Governing Body Institute – Ramada Inn – Topeka, KS
 May 5 Lawrin's Legacy ribbon cutting at Antique Mall
 May 7 City Council Meeting
 May 11 Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
 May 14 Budget Worksession
 May 21 City Council Meeting
 May 26 Swimming Pool Opens
 May 28 City offices closed in observance of Memorial Day
- June 2007**
 June 4 Jack O'Hara watercolors exhibit in the R. G. Endres Gallery
 City Council Meeting
 June 8 Artist reception in R. G. Endres Gallery 6:30 to 7:30 p.m.
 June 11 Budget Worksession
 June 13 Park and Recreation Public Forum at 7:00 p.m.
 June 18 City Council Meeting
 June 19 Chamber Golf Classic
 June 25 Budget Worksession
- July 2007**
 July 2 Senior Arts Council mixed media exhibit in the R. G. Endres Gallery
 City Council Meeting
 July 4 VillageFest 2007
 July 4 City offices closed in observance of Independence Day
 July 9 Budget Worksession
 July 13 Artist reception in R. G. Endres Gallery 6:30 to 7:30 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**
 August 6 Shawn Bohs photography exhibit in the R. G. Endres Gallery
 City Council Meeting
 August 10 Artist reception in R. G. Endres Gallery 6:30 to 7:30 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 15th Annual Fall Breakfast
- September 2007**
 September 3 Barney Newcom oils exhibit in the R. G. Endres Gallery
 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 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 19	City Council Meeting
November 22-23	City offices closed in observance of Thanksgiving
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)

COU2007-17 Consider Educational Reimbursement Policy (assigned 2/8/2007)

COMMITTEE AGENDA

April 16, 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)
COU2007-28 Consider Project 190866 - 2008 CARS Program, 75th St (Belinder Avenue to Stateline Road) (assigned 3/9/2007)
COU2007-30 Consider City Sponsorship of Kentucky Derby Day celebration and dedication at the Antique Mall (assigned 3/29/2007)
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)
COU2007-36 Consider Council Retreat (assigned 4/11/2007)

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)