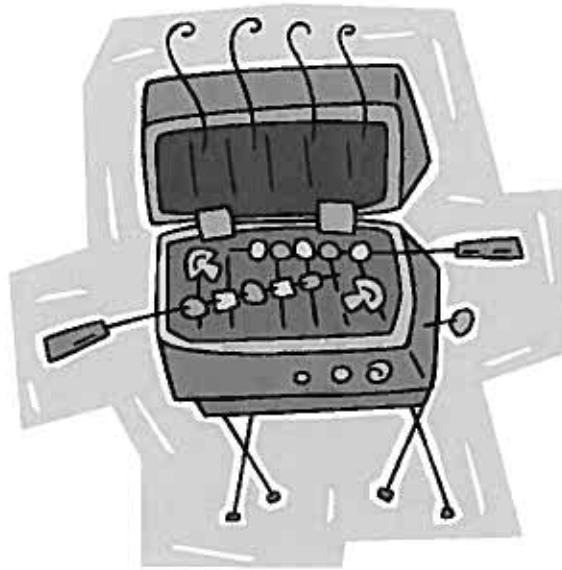


# City Council Meeting

*May 5, 2008*



Dinner will be provided by:  
Gates BBQ

Three meats  
Three sides  
Pickles  
Bread

Dessert

**COUNCIL COMMITTEE**

**May 5, 2008**

**6:00 p.m.**

**Council Chamber**

**AGENDA**

**DAVID VOYSEY, COUNCIL PRESIDENT**

**CONSENT AGENDA**

**\*COU2008-33      Consider Project 190708: Tomahawk Road Storm Drainage  
Improvements (Nall Ave. to Roe Ave.) Construction Administration  
Change Order #1 (Final)**

**AGENDA ITEMS FOR DISCUSSION**

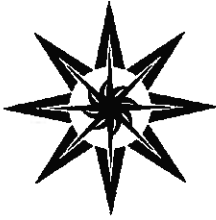
**Security Presentation - Executive Session  
Curt Winn and Dan Robles**

**2009 Budget Presentation**

**\*COU2008-34      Consider Recommendation from the Smoke-Free Task Force  
regarding the City's Smoking Ordinance**

**COU2007-51      Village Vision**

**\*Council Action Requested the Same Evening**



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: May 5, 2008  
Council Meeting Date:

### **CONSIDER PROJECT 190708: TOMAHAWK ROAD STORM DRAINAGE IMPROVEMENTS (NALL AVE. TO ROE AVE.) CONSTRUCTION ADMINISTRATION CHANGE ORDER #1 (FINAL)**

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#### **RECOMMENDATION**

Staff recommends the City Council approve Construction Administration Change Order #1 (Final) with Shafer, Kline and Warren, Inc. for Project 190708: Tomahawk Storm Drainage Improvements (Nall Avenue to Roe Avenue).

#### **BACKGROUND**

This project is complete. The Contractor was given additional time to complete the project due to utility and weather delays. This created the need for additional inspection time. This is the final change order for this project that has resulted in an increase of \$34,664.50 (increase of 18.5% over the original contract amount).

#### **FUNDING SOURCE**

Funds are available in the Capital Infrastructure Program under Project 190708. Seventy five percent of the \$34,664.50 (\$25,998.38) will be paid by the County since this is a SMAC project. The remaining \$8666.12 will be paid by the City.

#### **RELATED TO VILLAGE VISION**

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- TR3a. Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.*

#### **ATTACHMENTS**

1. Construction Change Order #1 (Final).

#### **PREPARED BY**

S Robert Pryzby, Director of Public Works  
April 28, 2008



### Explanation of Changes

This consultant services contract was for the construction administration of the Tomahawk Storm Drainage Program. The contractor has completed all work on the project and Shafer, Kline & Warren has completed their work on the project. This change order increases the contract amount and contract days to the actual quantity used for the work.

Original Contract Price	<u>\$ 187,000.00</u>
Current Contract Price, as adjusted by previous Change Orders	<u>\$ 187,000.00</u>
NET increase or decrease this Change Order	<u>\$34,664.50</u>
New Contract Price	<u>\$ 221,664.50</u>

Change to Contract Time:

Original Contract Days	365 Days
Current Contract Days	365 Days
Net Increase this Change Order	<u>94 Days</u>
New Contract Days	459 Days

William M. Asbury  
William M. Asbury  
Project Manager, Shafer, Kline & Warren, Inc.

4/25/08  
Date

Tom Trienens  
Tom Trienens, P.E.  
Manager of Engineering Services, City of Prairie Village, KS

4/28/08  
Date

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

\_\_\_\_\_  
Date

# City of Prairie Village

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2009 Budget

Council Considerations



# Goals & Objectives

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- ❑ Maintain quality level of service
- ❑ Sustainable budget impact
- ❑ Expenditures less than or equal to revenues
- ❑ Identify and meet technology needs
- ❑ Attend to infrastructure needs
- ❑ Be mindful of tax burden



# Strategies

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- Inclusive budget process
- Identify on-going revenue source for stormwater needs
- Thorough review of all budget items at staff level
- Reserve funds to meet future needs
- Assessment and plan for technology





# Council Considerations

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- Salary Adjustments
  - Balanced approach - competitive vs. cost
  - Additional FTEs requested – under review
- Health Insurance
  - Minimal or no increase
- ? □ Stormwater Utility Fee
  - Discussed in April Council Meetings
  - Dedicated funding source for the Stormwater Management Program



# Council Considerations

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- Information Technology
  - Combining equipment purchases and consulting services into one program to monitor costs and obtain better pricing
  - Examine existing costs (2008)
- Legal Services
  - Combining the budget into one program to more easily manage



# Council Considerations

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## ? □ Large Item Pick Up

- Currently included in General Fund expenditures (2009 = \$45,000)
- Consider moving to Solid Waste Management Fund
  - Include in amounts assessed on tax bills
  - Amount would be included in billing to homes associations that apply for exemption from solid waste assessments



# Council Considerations

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- Police Radio System
  - Continue to set aside reserve for replacement - \$250,000 transfer to Equipment Reserve Fund
- ? □ Economic Development Fund – (2008 bal=\$2.1 million)
  - Expectations for add'l funding in 2009 and source
  - Identify projects for 2009
  - Exterior Grant Program (\$38,000+)
    - 2008 Funding from Economic Development Fund
    - If continue program - 2009 Funding Source?



# Council Considerations

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- ? □ Village Vision
  - Expectations for funding in 2009 and source
- ? □ Parks Master Plan
  - Expectations for funding in 2009 and source
  - \$158,000 included in 2009 CIP
- ? □ 75<sup>th</sup> Street Plan
  - Expectations for funding in 2009 and source
  - 75<sup>th</sup> Street paving needs – Belinder to State Line
    - Possible CARS funding in 2010 – need to design in 2009



# Council Considerations

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- Service Enhancements
  - Recruitment Video – Police Department (\$5,000)
  - Recruitment Software – HR (\$3,000)
  - Court Security (\$13,000)
  - Council Meeting Security (\$3,000)
- Source?



# Council Considerations

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- Possible Fee Changes
  - Building Permits
  - Recreation Fees
  - Reservation Fees
  - Court Credit Card Fees
  - Animal Confinement Fees
  - License Fees
  - Drainage & ROW Permits
  - Other...

## City of Prairie Village Technology/Security Needs List

Item Description	Department	Alternative Funding Option
<b><u>Needs in the Short-term</u></b>		
Records Management Software	Police	2010 Budget
In-Car Video System Replacement	Police	2009 Lease @ \$29,000/year
Work Order Management Software	Public Works	2010 Budget
In-Car Laptop Computer Replacement	Police	2010 Budget
Microsoft Office 2007 Upgrade	All	2009 Budget
Shooting Range (JoCo Co-op)	Police	Available Drug Forfeiture Funding
Council Laptop Replacement	Administration	2010 Budget
Wireless Networking Cards for Laptops	Police	2010 Budget
Court Video Conference Software & Server Upgrade	Court	2009 Budget
Upgrade T1 Data Transmission Line	Public Works	2009 Budget
Building Improvements - Security Contingency	All	2008 Contingency, 2009 Budget
<b><u>Items Already Being Addressed</u></b>		
Financial Software/Licensing Software	Finance	2008 Budget
In-Car Laptop Computer Replacement	Police	2008 Contingency (carry forward from 2007)
Code Red	Police	2008 & 2009 Budgets
Website Reconstruction (partial)	Administration	2008 Budget + Economic Development Fund
<b><u>Future</u></b>		
CSO Software	Police	Future Year Budget
Court Software	Court	Future Year Budget
Codes & Permits Software	Codes/Clerk	Future Year Budget
Phone System	All	Future Year Budget





# Council Considerations

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- ? □ Jail Sales Tax on August Ballot (0.25%)
  - Cities to receive 36% of tax
  - Recommend including in 2009 Budget
  - Use 2009 revenue to pay for one-time technology/security upgrade projects
  - 2010 Budget discussions would include future plans for this revenue source



# Summary

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# What's Next

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- Staff meetings to review budget requests
- June 9<sup>th</sup>
  - Presentation of recommended operating budget
- June 16<sup>th</sup>
  - Presentation of recommended CIP budget
  - Economic Development Fund items
  - Village Vision items

## City of Prairie Village 2009 Budget Calendar

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Month	Date	Action Item
May	5/5	Council Committee Meeting - Overview of draft budget
	5/1-5/31	Departments finalize budget requests
June	6/9	Council Committee Meeting - Present the recommended budget - Operating (All but CIP, Eco Devo Fund and Village Vision)
	6/16	Council Committee Meeting - Present the recommended budget - CIP/Eco Devo Fund/Village Vision
July	7/21	Council Meeting - Permission to Publish 2009 Budget
	7/28	Budget Published in the Legal Record
August	8/18	Council Meeting - Budget Hearing/Adopt Budget
	8/19	Submit budget forms to County Clerk
September	9/1-9/30	Prepare budget book/Submit to GFOA award program

### Holidays

2/18	Mon	Presidents Day
5/26	Mon	Memorial Day
7/4	Fri	Independence Day
9/1	Mon	Labor Day

**PRAIRIE VILLAGE SMOKE FREE WORKPLACE TASK FORCE**  
**29 April, 2008**  
**Minutes**

The task force met at 7:00 pm in the Prairie Village Community Center. Members present: David Belz, Chairman, Ruth Hopkins, Louie Riederer, and Dr. Diana Dark. Also present, Mayor Ron Shaffer, Nicole Brown and Chris Engel.

Mr. Belz stated that since KCMO recently voted and passed a no smoking ordinance he felt it was a good time to revisit the matter. He further stated that despite the overtures that Mission is making toward addressing the matter he advised moving forward on the assumption that they will be doing nothing. Based upon this assumption he opened the discussion by asking if the task force wanted to move forward with a new no smoking ordinance with only five of the six neighboring cities on board. The consensus was it is the right time to move toward a smoke-free city.

Ms. Brown passed out materials from Johnson County that gave the smoking status of all of the cities in the metro area. She stated that about 70% of the metro is smoke-free and that percentage is even higher for Johnson County cities.

Mr. Belz read a letter to the task force from Alison Sigler of the Blue Moose. Blue Moose management is concerned that banning smoking will cause them to lose considerable revenues. The letter stated they would like the City to consider a smoking ban that would allow smoking in bars/restaurants from 9:00pm to close. Mr. Riederer was asked why Johnny's had gone smoke-free and if it had hurt business. He replied that Johnny's did what their customers wanted. Going smoke-free was inevitable and they were only being proactive. He also felt that by going completely smoke-free in Prairie Village it may force the other cities with lesser restrictions to also go completely smoke-free. This would have the cumulative effect of leveling the playing field for everyone and eliminate the concerns of other small businesses losing business to neighboring communities.

The task force discussed going completely smoke-free versus allowing smoking after 9:00pm as the Blue Moose had requested. It was determined that in light of KCMO going completely smoke-free, as well as most Johnson County cities being smoke free or probably ending up smoke-free, a recommendation that Prairie Village go completely smoke-free would not affect local businesses disproportionately to other metro businesses.

Committee members agreed to recommend the City Council direct staff to draft a new smoking ordinance similar to the city's current policy while including:

- Banning smoking in restaurants and bars beginning 60 days from adoption.
- Banning smoking within 10 feet of building entrances.
- Permitting smoking on outdoor patios.

Mr. Belz said he would report the committee's decision to the City Council at the 5 May, 2008 City Council meeting.

There being no further business, the meeting adjourned:

David Belz  
Chairman

## STATUS OF SMOKING POLICIES IN NEIGHBORING CITIES (April 28, 2009)

- Fairway** The Fairway city council voted 7-1 on Monday, November 14, 2005 to pass the MARC model ordinance. It took effect on January 1, 2006, and made all workplaces smoke-free, including bars and restaurants.
- KCMO** On Thursday, April 8th, Kansas City voters approved Question 3, making Kansas City Missouri the latest metro city to go smoke free. Approved by a majority of the voters, the new law will go into effect June 30th and will include ALL restaurants, bars, bowling alleys, and private clubs. Smoking will still be permitted on casino floors until the surrounding casinos are covered by a similar ordinance and 25% of hotel rooms. However, restaurants and bars within the casinos and hotels will have to be smoke free.
- Leawood** On Monday, November 20, 2006 the Leawood council voted 7 to 1 to pass a smoke-free ordinance for the city. Based off the Overland Park ordinance and the agreement between Clean Air Kansas City and the Kansas Restaurant and Hospitality Association, the ordinance took effect January 2, 2008 and has no exemptions except for outside patio seating and tobacco shops.
- Mission** The City Council Finance & Administration Committee will consider adopting an ordinance similar to either KCMO or Shawnee on May 12. This meeting will include a public forum. Once a ordinance is agreed upon it will go before the Council on May 21 and into effect on August 1.
- Mission Hills** The Mission Hills City Council discussed a smoking ban at the December 6, 2005, meeting and asked staff to research and prepare an ordinance for consideration at a later meeting. The issue was discussed again at the January 10, 2006, meeting but action has been postponed until city staff can do more research about the smoking ordinance. Although Mission Hills has no restaurant or bars, it could affect the three country clubs within the city. Mission Hills is one of the triggers for Prairie Village.
- Overland Park** The Overland Park city council unanimously passed a smoking ordinance for the city on November 6th, 2006. The ordinance prohibits smoking in all indoor establishments except tobacco shops and became effective January 2, 2008.
- Shawnee** On Monday September 24, 2007, the City of Shawnee enacted a clean indoor air ordinance. The city council received recommendations from a smoking task force it appointed in May, but in the end chose a more stringent ordinance than the task force recommended. The Shawnee ordinance is similar to others recently adopted in Johnson County, except it exempts establishments that derive 33% or less of their sales from food (i.e. some bars). The full list of exemptions includes: tobacco shops, 25% of hotel rooms, outdoor patio seating areas and establishments with 33% or less in food sales. The ordinance passed with a 6-1 vote. The implementation date will be Jan. 2, 2008.

#### ARTICLE 4. SMOKING

11-401       **PURPOSE.** The Governing Body of the City of Prairie Village, Kansas finds and declares that the smoking and carrying of any lighted smoking materials in certain areas accessible to the general public is hazardous to the health, safety, and general welfare of persons and property in such areas. The purpose of this Article is to regulate smoking and the carrying of lighted smoking materials in places of employment and all public places. By enactment of the Article, the Governing Body of the City of Prairie Village seeks to promote public health by decreasing citizens' exposure to secondhand smoke and create Smoke-free environments for workers and citizens through regulation in the work place and all public places.  
(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

11-402       **DEFINITIONS.** The following terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (a) **Employee:** Any person who performs services for an employer, with or without compensation.
- (b) **Employer:** A person, partnership, association, corporation, trust, or other organized group of individuals, including the City or any agency thereof, which utilizes the services of one (1) or more employees.
- (c) **Enclosed:** A space bound by walls (with or without windows) continuous from the floor to the ceiling, including, but not limited to, offices, rooms, all space therein screened by partitions, which do not extend to the ceiling or are not solid, "office landscaping" or similar structures and halls.
- (d) **Permanently Designated:** A hotel or motel room may be designated as a smoking room only one time a year.
- (e) **Place of Employment** means any enclosed area under the control of public or private employer which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a "place of employment" unless it is used as a childcare, adult day care or health care facility.
- (f) **Public Place** means any enclosed area to which the public is invited or in which the public is permitted, including but not limited to, banks, educational facilities, health facilities, laundromats, public transportation facilities, reception areas, production and marketing establishments, retail service establishments, retail stores, theaters, and waiting rooms. A private residence is not a "public place" unless it also serves as a "Place of Employment."
- (g) **Restaurant** means a building wherein food is prepared and served in ready-to-eat form to the public for human consumption, wherein alcoholic beverages may be sold for consumption and more than fifty percent of the income is derived from the sale of food. "Restaurant" includes, but is not limited to, café, cafeteria, grill, pizza parlor, diner, snack shop, hamburger shop and steakhouse.
- (h) **Service Line** means any indoor line at which one (1) or more persons are waiting for or receiving service of any kind, whether or not such service involved the exchange of money.
- (i) **Smoking** means the possession of lighted smoking materials in any form, including but not limited to, the possession of lighted cigarettes, cigars, pipes, or other tobacco or other products.



- (j) Sports Arena means sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys and other similar places where members of the general public assemble either to engage in physical exercise, participate in athletic competition, or witness sports events.

(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

11-403

**SMOKING PROHIBITED IN ENCLOSED PLACES OF EMPLOYMENT AND ALL ENCLOSED PUBLIC PLACES.**

- (a) Smoking shall be prohibited in all enclosed places of employment within the City.
- (b) It shall be the responsibility of all employers with the City to provide a smoke-free environment in all enclosed areas accessible to employees and/or customers.
- (c) Each employer shall supply a written copy of this Article to any existing or prospective employee.
- (d) Smoking shall be prohibited in all enclosed public places within the City, including, but not limited to:
  - (1) Any vehicle of public transportation, including but not limited to buses, limousines for hire and taxicabs.
  - (2) Elevators.
  - (3) Restrooms.
  - (4) Private residences operating as Day Care Centers pursuant to Chapter 19.34 of the Prairie Village Municipal Code.
  - (5) Libraries, educational facilities, childcare and adult day care facilities, museums, auditoriums, aquariums and art galleries.
  - (6) Any health care facility, health clinics or ambulatory care facilities, including but not limited to laboratories associated with the rendition of health care treatment, hospitals, nursing homes, doctors' offices and dentists' offices.
  - (7) Any indoor place of entertainment or recreation, including but not limited to gymnasiums, theaters, concert halls, bingo halls, billiard halls, betting establishments, bowling alleys, arenas and swimming pools.
  - (8) Service Lines.
  - (9) Facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance.
  - (10) Shopping malls.
  - (11) Sports arenas, including enclosed places in outdoor arenas.
  - (12) Bars.
  - (13) Restaurants.
  - (14) Convention facilities.
  - (15) All public areas and waiting rooms of public transportation facilities, including but not limited to bus and airport facilities.
  - (16) Any other area used by the public or serving as a place of work, including open office landscaping.
  - (17) Every room, chamber, place of meeting or public assembly, including school buildings under the control of any board, council, commission, or committee, including, but not limited to joint committees or agencies of the City or any political subdivision of the State of Kansas during such time as a public meeting is in progress.
  - (18) All enclosed facilities and vehicles owned by the City.

(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

**11-403 AREAS WHERE SMOKING IS NOT REGULATED**

- (a) Private residences, not serving as enclosed places of employment or an enclosed public place.
- (b) Outdoor, unenclosed areas of restaurants, drinking establishments, and private clubs including but not limited to decks, patios, etc.
- (c) Hotel and motel rooms that are rented to guests and are permanently designated as smoking rooms; provided, however, that not more than twenty-five percent (25%) of rooms rented to guests in a hotel or motel may be so designated.

(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

**11-405 RESPONSIBILITIES OF PROPRIETORS, OWNERS, AND MANAGERS**

- (a) Any proprietor, owner or manager or other person in control of a place regulated by the provisions of this article shall not knowingly permit, cause, suffer or allow any person to violate the provisions of this Article in that place.
- (b) It shall be unlawful for any proprietor, owner or manager or other person in control of a place regulated by the provisions of this article to fail to provide and permanently affix conspicuous signs clearly visible from all major public entrances advising that smoking is prohibited in the place.
  - (1) All signs which are used to identify a non-smoking area shall use the primary words No Smoking and shall also include the international no smoking symbol and shall also state Pursuant to PVMC 11-403.
  - (2) All signs which are used to identify an area in which smoking is permitted shall use the primary words Smoking Permitted and shall also include the international smoking symbol.
  - (3) All signs which are used to identify both smoking and non-smoking areas shall be placed at a height and location easily viewable by a person entering the establishment and shall not be obscured or obstructed in any manner. Signs shall be proportionally conspicuous to the size or characteristics of the entranceway. In no case shall the primary lettering and international symbol on the signs be less than one inch in height.
- (c) The absence of proper signage as required in this section shall in no manner nullify the requirements of this Article.

(Code 1973, 10.09.040; Ord. 2109 Sec 11, 2005)

**11-406 PENALTIES FOR VIOLATION**

- (a) A person who smokes in an area where smoking is prohibited by this Article shall be guilty of an infraction punishable by a fine as set forth in Section 1-116 of this code.
- (b) A person having control of a public place or place of employment and who fails to comply with the provisions of this Article shall be guilty of infraction punishable by a fine as set forth in Section 1-116 of this Code.
- (c) Each day on which a violation of this Article occurs shall be considered a separate and distinct violation.
- (d) In addition to the fines established in section 11-405(b) by a person having control of a public place or place of employment may also result in the

suspension or revocation of any permit or license issued to the person for the premises on which the violation occurred.

- (e) The City may further enforce this article by maintaining any action in the appropriate court for injunction to enforce the provisions of this article, to cause the correction of any such violation, for assessment and recovery of a civil penalty for such violation or to pursue other appropriate civil remedy.

(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

11-407     **NON-RETALIATION.** No person or employer shall discharge, refuse to hire, or in any manner retaliate against an employee, applicant for employment, or customer because that employee, applicant, or customer exercises any rights afforded by this Article or reports or attempts to prosecute a violation of this Ordinance.

(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

11-408     **OTHER APPLICABLE LAWS.** This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

11-409     **LIBERAL CONSTRUCTION.** This article shall be liberally construed as to further its purposes.

(Code 1973, 10.09.040; Ord. 2109 Sec II, 2005)

11-410     **EFFECTIVE DATES**

- (a) Except as provided below, this article shall become effective sixty (60) days from the adoption by the Governing Body and publication in the official City newspaper.

- (b) As applied to restaurants and other food service establishments, this article shall not become effective until the following cities adopt ordinances or regulations similar to this article:

- (1) Fairway, Kansas
- (2) Kansas City, Missouri
- (3) Leawood, Kansas
- (4) Mission, Kansas
- (5) Mission Hills, Kansas
- (6) Overland Park, Kansas

- (c) The City Clerk shall maintain a library of ordinances regarding smoking restrictions in the municipalities listed in 11-410 (b)

- (1) When all municipalities listed in 11-410 (b) enact ordinance requirements similar to this Article, the City Clerk shall provide for public notice through the appropriate communication methods and a communication to the City Council.

- (2) Such notice shall state that this article will apply to restaurants and other food service establishments after sixty (60) days from the date of the notice.

- (3) The City Attorney may provide guidance regarding the interpretation and application of the requirements of this section to determine when the provisions of 11-410(b) shall come into effect.

(Code 1973, 10.90.040; Ord. 2109 Sec II, 2005)

11-411 ENFORCEMENT

- (a) The authority to administer the provisions of this article is vested in the Chief of Police.
  - (b) Notice of the provisions of the Article shall be provided to all applicants for a business license.
  - (c) Any citizen who desires to register a complaint under this Article may initiate enforcement by contacting the Police Department.
- (Code 1973, 10.09.040; Ord. 2109 Sec II 2005)

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
May 5, 2008  
7:30 p.m.**

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

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

**By Staff:**

- 1. Approve Regular Council Meeting Minutes – April 21, 2008
- 2. Approve Claims Ordinance 2648
- 3. Approve the following contracts for VillageFest 2008.

Beaks N Wings	Exotic Birds	\$0
Clement McCrae Puppets	Puppet Show	\$850
Kansas City Chiefs	KC Wolf	\$600
Kansas City Royals	Sluggerr	\$625
The Marching Cobras	Marching Cobras	\$750
Omni Entertainment	Jessica Horn Bank	\$1,200
Scott Klamm	Music Performance	\$250
Sister Act Face Painting	Face Painters	\$300
Vodvill Entertainment Company	Uncle Sam	\$500
Wacky Banana	Inflatables	\$1,800
- 4. Approve the agreement with Phil Jay for music and emcee services at the Mayor's Holiday Gala on December 5, 2008 for \$625.00.

**VIII. STAFF REPORTS**

**IX. COMMITTEE REPORTS**

**75<sup>th</sup> Street Committee**

**75<sup>th</sup> Street Study – Presentation by HNTB**

**COU2008-33 Consider Project 190708: Tomahawk Road Storm Drainage Improvements (Nall Ave. to Roe Ave.) Construction Administration Change Order #1 (Final)**

**Smoke Free Task Force**

**Consider Recommendation from the Smoke-Free Task Force regarding the City's Smoking Ordinance – David Belz**

**X. OLD BUSINESS**

**XI. NEW BUSINESS**

**Consider authorizing Staff to solicit bids for Cherokee Drive traffic calming**

**Consider approval of the transfer of \$12,000 from the General Fund Contingency to Swimming Pool Operating Budget**

**Executive Session regarding acquisition of property**

**XII. ANNOUNCEMENTS**

**XIII. ADJOURNMENT**

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

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

# **CONSENT AGENDA**

## **CITY OF PRAIRIE VILLAGE, KS**

**May 5, 2008**

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
April 21, 2008**

The City Council of Prairie Village, Kansas, met in regular session on Monday, April 21, 2008, 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, Dale Beckerman, David Morrison and David Belz.

Also present were: Quinn Bennion, City Administrator; Katie Logan, representing the City Attorney; Wes Jordan, Chief of Police; Bob Pryzby, Director of Public Works; Dennis Enslinger, Assistant City Administrator, Karen Kindle, Finance Director and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led all those present in the Pledge of Allegiance.

**OATH OF OFFICE**

The City Clerk administered the Oath of Office to re-elected Council representatives: Ruth Hopkins Ward 2 and Andrew Wang, Ward 3. Mayor Shaffer presented Council members Ruth Hopkins and Andrew Wang with their \$1 paychecks. Mayor Shaffer thanked Mr. Wang for his services during the past year as Council President.



## **PRESENTATION**

Mayor Shaffer called upon Former State Representative Carol Sader and presented her a proclamation honoring her as the recipient of the Johnson County League of Women Voters first “Making Democracy Work” Award. Ms Sader has served the community through the Kansas State Legislature, Johnson County Community College Board of Trustees, Mainstream Coalition, and other numerous organizations.

Ms Sader thanked the Council for this recognition and noted that “making democracy work” is what it is all about.

## **PUBLIC PARTICIPATION**

Linda Mau, 5439 Linden Drive, Roeland Park, addressed the City Council regarding the investigation of possible consolidation of public safety services by northeast Johnson County cities. Also present were Tony Plauto, former Roeland Park, City Clerk and Sue Grosdidier, Mission Councilwoman. They have spoken with John Martin, who worked on the consolidation of fire services, regarding the process and benefits. Ms Mau stated they will be visiting all northeast Johnson County cities to gauge the interest in the formation of a task force to begin dialog on the possibility of consolidating services. Ms Mau stated they are seeking someone to step up and formalize a task force to begin dialog. They have already spoken to the cities of Roeland Park and Mission.

Bob Reese, 7913 Roe Avenue, addressed the Council with his concerns regarding the city’s current “No Solicitation” regulations. He shared with the Council several large multi-colored flyers that have been accumulated from his property and his parents (both of which have “No Solicitation” stickers posted). He expressed concern as

these flyers are a green flag indicating no one home at the residence and encouraging residential burglary. He would like to see the ordinance strengthened and enforced to increase compliance.

Mr. Reese also had the following questions regarding the proposed Charter Ordinance: 1) Will it apply to everyone, i.e. commercial & residential properties? 2) Will there be a board overseeing the implementation of the ordinance? 3) Are there assurances that developers, such as OPUS will also be required to pay the fees. Mayor Shaffer stated the Charter Ordinance would be discussed later in the meeting and the questions would be answered at that time.

## **CONSENT AGENDA**

David Morrison asked for the removal of item #2 from the Consent Agenda. Andrew Wang moved the approval of the Consent Agenda for Monday, April 21, 2008 as amended:

1. Approve Regular Council Meeting Minutes - April 7, 2008
2. Removed

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

David Morrison noted the costs reflected on the proposed change order for Project 190708. The change order shows the purchase of Red Oak Trees at a cost of \$350 each. Mr. Morrison stated this was significantly higher than the price he was quoted by a local nursery. Bob Pryzby responded the costs reflect those accepted in the public bid for the entire project. Bill Griffith added the City competitively bids its

projects and noted while the cost for the trees may be high, other costs for the project were lower with the overall total bid being the lowest and best bid.

Ruth Hopkins moved the City Council approve Construction Change Order #3 (Final) with Linaweaver Construction for Project 190708: Tomahawk Storm Drainage Improvements - Nall Avenue to Roe Avenue for a decrease of \$60,697.32 and the addition of 56 contract days due to weather. The motion was seconded by Al Herrera and passed unanimously.

### **STAFF REPORTS**

Mayor Shaffer noted Staff Reports were given during the earlier Council Committee of the Whole meeting.

#### **Public Safety -**

- Chief Wes Jordan reminded the Council members of the Third Annual Skateboard competition between Mission Valley and Indian Hills Middle Schools to be held at the skate park on Friday afternoon, April 25<sup>th</sup> beginning at 5 p.m.

### **COMMITTEE REPORTS**

#### **Council Committee of the Whole**

**COU2008-32 Consider Resolution authorizing the Mayor to submit a Phase 1 Safe Routes to School Grant Application for FY 2009**

On behalf of the Council Committee of the Whole, Andrew Wang moved the City Council approve Resolution 2008-02 authorizing the Mayor to submit a Phase 1 Safe Routes to School Grant Application for FY2009. The motion was seconded by Ruth Hopkins and passed unanimously.

## **Smoke-Free Task Force**

David Belz announced the Smoke-Free Task Force would meet next Tuesday, April 29<sup>th</sup> at 7 p.m. to consider the City's ordinance in view of recent changes made by other cities.

## **OLD BUSINESS**

### **Final Reading of Charter Ordinance**

After the final reading of Charter Ordinance #23, Andrew Wang moved the City Council adopt Charter Ordinance #23 exempting the City of Prairie Village, Johnson County, Kansas, from the provisions of the Water Pollution Control Act, K.S.A. 12-3101 through K.S.A. 12-3107, and providing substitute and additional provisions relating to the establishment, operation, maintenance, improvement and regulations of sewer systems, including but not limited to, storm and surface water drainage systems and flood protection works, and to the issuance of bonds for the purpose of paying for the property and improvements necessary for all aspects of these systems. The motion was seconded by Bill Griffith.

Quinn Bennion advised the ordinance enables Prairie Village to go further with fee discussion. It does not establish anything concrete. The staff is still working on the best format. It will apply to all properties, commercial, residential, public, non-profit and religious and is designed to appropriately level the field when it comes to bearing the costs of stormwater management. The fees will be based on the amount of impervious surface on the property; for residential properties this includes roof and driveway; for commercial, it includes roof, parking lots and sidewalks. Larkin is currently inventorying city properties to determine accurate impervious surface data. Mr. Bennion stated it is

not the intention of the City to waive this fee for anyone; in fact, the committee is discussing assessing the fee on City owned property.

Al Herrera confirmed the entire assessment will be returned to Prairie Village and asked what the cost is projected to be for the average Prairie Village resident. Mr. Pryzby responded based on available data and an assessment of 34 cents per square foot the smaller lots on the north side of the city will have estimated fees of \$150 while the larger lots to the south with 3-car garages and circle drives could have fees as high as \$300 to \$500.

Laura Wassmer asked if these funds would go toward further infrastructure projects. Mr. Pryzby stated he would like to see the funds also apply to maintenance and operations for City infrastructure as well as Capital Improvement Projects.

Andrew Wang confirmed sidewalks are City property. Mr. Pryzby noted that is why sidewalks are not being included in the calculations for impervious surfaces for residential properties.

David Morrison confirmed this is a new fee being assessed to residents.

Dale Beckerman asked how these costs are currently being funded. Mr. Pryzby responded they are currently included in the public works operating budget.

David Voysey stated this came as a recommendation of the Finance Committee as a means to have a continuing funding source to handle the growing infrastructure needs of the City. He noted this is already being done in several neighboring cities. Mr. Pryzby added five cities have adopted similar ordinances.

Bill Griffith stated the biggest component of the proposed assessment is that it will include the high number of schools and religious properties that are currently exempt from property tax. Many of these properties are large contributors to stormwater

management problems experienced by the City as they have large properties with large amounts of impervious surface. This will provide a more equitable assessment to funding the city's commitment to maintain the city's stormwater management assets.

Dale Beckerman asked why it was necessary to exempt the City from state provisions. Katie Logan responded it is required by the City's Home Rule authority.

A roll call vote was taken with the following votes cast: "Aye" Herrera, Griffith, Hopkins, Voysey, Kelly, Wang, Wassmer, Beckerman and Belz; "Nay" Morrison passing by a vote of 10 to 1.

## **NEW BUSINESS**

### **Election of Council President**

In accordance with the Council practice of having the most senior Council member, who has not previously served as Council President, be elected to a one-year term, Andrew Wang nominated David Voysey to serve as Council President for 2008-2009. The nomination was seconded by Michael Kelly and passed unanimously. Mayor Shaffer welcomed Mr. Voysey to his new position.

### **Deployed Staff**

Al Herrera noted he attended a farewell reception for Sgt. Myron Ward who leaves for a year's deployment to Afghanistan on May 3<sup>rd</sup>. The pay that Sgt. Ward will receive while serving abroad will be less than what he earns from Prairie Village. Mr. Herrera stated he would like the City to consider paying the difference in salary to support his wife and daughter. Mr. Herrera noted this is not a common situation and he feels it merits consideration.

Mayor Shaffer asked if the City has had others serve the military abroad. Chief Jordan responded a dispatcher was deployed and there were officers deployed for the Gulf War.

Laura Wassmer asked if he volunteered or was called up. Chief Jordan stated he volunteered for service, but noted if called, it becomes mandatory.

Bill Griffith stated he felt this was common in the broader business and that payment to offset loss in salary would be done as a standard course of action. He agrees with Mr. Herrera that this merits consideration and would like to see human resources investigate what is done in other cities.

David Voysey asked if Sgt. Ward's position would be replaced. Chief Jordan responded a Corporal would be promoted to Sgt. Ward's position, but noted the department is not filling the corporal position. He noted funds have been budgeted to cover the salary.

Bill Griffith asked how many City employee's serve in the military reserves. Chief Jordan responded at this point, Sgt. Ward is the only one. Mr. Griffith stated he felt the proposed action would be a significant recruiting tool for the City and the department.

Chief Jordan noted the importance of distinguishing between normal duty and military deployment. Mayor Shaffer asked staff to investigate this question.

## **ANNOUNCEMENTS**

Environmental Recycle Committee	04/23/2008	7:00 p.m.
VillageFest	04/24/2008	7:00 p.m.
Smoke-Free Task Force	04/29/2008	7:00 p.m.
Council Committee	05/05/2008	6:00 p.m.
Council	05/05/2008	7:30 p.m.

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The Prairie Village Arts Council is pleased to feature an acrylics exhibit by Margaret Godfrey in the R. G. Endres Gallery for the month of April.

Recreation memberships are on sale in the City Clerk's office. The pool will open May 24<sup>th</sup>.

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

Mayor Shaffer encouraged all Council members to attend the 75<sup>th</sup> Street Corridor public meeting on Tuesday, April 22<sup>nd</sup> at 7 p.m. at Asbury Methodist Church.

### ADJOURNMENT

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

Joyce Hagen Mundy  
City Clerk



## CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No.   1  

  May 5, 2008  

**Copy of Ordinance**  
2648

Ordinance Page No.       

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
89141-89154	4/2/2008	14.00	
89155-89253	4/4/2008	207,662.16	
89254-89254	4/5/2008	55.20	
89255-89259	4/10/2008	7,423.35	
89260-89364	4/18/2008	362,993.96	
89365-89367	4/28/2008	1,094.09	
Payroll Expenditures			
4/11/2008		211,000.10	
4/25/2008		223,477.83	
Electronic Payments			
Intrust Bank -credit card fees (General Oper)		529.44	
State of Kansas - sales tax remittance		1.17	
Marshall & Ilsley - Police Pension remittance		8,199.45	
Intrust Bank - fee		376.45	
KCP&L		6,704.31	
MHM - Section 125 admin fees			
Intrust Bank - purchasing card transactions		17,506.84	
United Health Care		77,499.78	
Kansas Gas		3,984.18	
<b>TOTAL EXPENDITURES:</b>			<b>\$ 1,128,522.31</b>
Voided Checks			
Council Checks	#89141-	#89154	(14.00)
Global Way		#89197	(55.20)
Oklahoma Joe's		#89113	(141.25)
<b>TOTAL VOIDED CHECKS:</b>			<b>(210.45)</b>
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>1,128,311.86</b>

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

Passed this 5th day of May 2008.

Signed or Approved this 5th day of May 2008.

(SEAL)

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

City Treasurer

Mayor



## VILLAGEFEST COMMITTEE

Council Meeting Date: May 5, 2008

**CONSENT AGENDA: Consider Approval of VillageFest Contracts**

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### RECOMMENDATION

Staff recommends the City Council approve the following contracts for VillageFest 2008.

Beaks N Wings	Exotic Birds	\$0
Clement McCrae Puppets	Puppet Show	\$850
Kansas City Chiefs	KC Wolf	\$600
Kansas City Royals	Sluggerrr	\$625
The Marching Cobras	Marching Cobras	\$750
Omni Entertainment	Jessica Horn Band	\$1,200
Scott Klamm	Music performance	\$250
Sister Act Face Painting	Face Painters	\$300
Vodvill Entertainment Company	Uncle Sam	\$500
Wacky Banana	Inflatables	\$1,800

### FUNDING SOURCE

VillageFest Fund

### ATTACHMENTS

1. Contracts

### PREPARED BY

Jeanne Koontz, Deputy City Clerk  
April 29, 2008

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 15 day of April, 2008, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Beaks 'N' Wings, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2008; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:  
*Minimum of 10x20 (Larger if possible)*
2. Type of Service Provided: the Vendor agrees to provide the following services:  
*Education on care of owning exotic birds  
handing out literature on owning exotic birds  
showing different species of Exotic birds*
3. Hours of Operation: The Vendor shall provide services to the general public from 10:00 a.m. to 2:30 p.m. on July 4, 2008.
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location on July 4, 2008 for set-up from 7:00 a.m. to 9:00 a.m. and for breakdown after 2:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$0.00, to be paid on or before July 4, 2008 unless the event is canceled as provided in Section 6 of this agreement.

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

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 23, 2008.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

**CITY OF PRAIRIE VILLAGE**

By: \_\_\_\_\_  
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

\_\_\_\_\_  
(date of execution)

ATTEST:

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

**VENDOR**

By Bernie Bradley  
(signed)

Bernie Bradley  
(typed name)

V.P. Events  
(typed title)

Beak 'N Wings Inc.  
(typed company name)

P.O. Box 9228  
(typed address)

Shawnee Mission KS. 66201  
(typed city, state, zip)

913-322-3398  
(typed telephone number)

4-15-08  
(date of execution)

APPROVED BY:

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

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 23 day of MARCH, 2008, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Clement McCrae Puppets, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2008; and

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

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

MARIONETTE SHOW  
(~~SEE~~ SEE DIAGRAM ATTACHED)

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

4 MARIONETTE SHOWS FOR ALL AGES  
PLUS PLATFORM TO PERFORM ON

3. Hours of Operation: The Vendor shall provide services to the general public at 10:20 a.m., 11:20 a.m., 12:45 p.m. and 1:20 p.m. on July 4, 2008.

4. Access to Facilities:

EARLIER

- a. Vendor shall have access to Vendor's location on July 4, 2008 for set-up from 7:00 am to ~~9:00~~ am and breakdown after 2:00 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
- b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$850, to be paid on or before July 4, 2008 unless the event is canceled as provided in Section 6 of this agreement.

WE HAVE PROFESSIONAL SOUND EQUIPMENT AK 20 AMPS  
110 VOLT GROUNDING ELECTRICAL POWER. PUBLIC WORKS  
TO PROVIDE A GENERATOR TO BE PLACED FAR AND  
AWAY FROM ENTERTAINMENT AND AUDIENCE

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



- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 23, 2008.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

**CITY OF PRAIRIE VILLAGE**

**VENDOR**

By: \_\_\_\_\_  
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

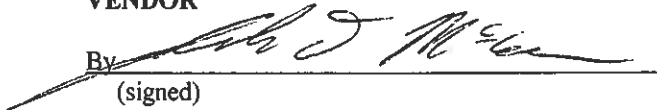
Prairie Village, Kansas, 66208

913-381-6464

\_\_\_\_\_  
(date of execution)

ATTEST:

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

By:   
(signed)

John D. McCrae  
(typed name)

PUPPETeer  
(typed title)

CLEMENT MCCRAE PUPPET SHOWS  
(typed company name)

8806 JUANITOE TRAIL  
(typed address)

KANSAS CITY MO. 64131  
(typed city, state, zip)

816 - 444 - 1492  
(typed telephone number)

3/29/08  
(date of execution)

APPROVED BY:

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

240 feet or so

4)



MISSISSIPPI ROAD

North  
↓

TREE

120 feet  
or so

Shade

Audience  
area  
in  
Shade  
if possible

16 feet  
16 feet

Shade

TREE

Shade

generator away far away



# CONTRACT

Clement McCrae Puppet Shows

Parties  
to the  
Contract

The following shall serve as a contract between:

VillageFest of City of Prairie Village represented by: Jeanne Koontz; and

Clement McCrae Puppet Shows (Mary Susan McCrae & John McCrae, puppeteers)

We Shall Provide

## CLEMENT McCRAE PUPPET SHOWS (Mary Susan McCrae) SHALL PROVIDE:

Four (4) performances on our own platform. Puppets on Strings: A combination marionette, hand puppets, and other puppets variety show with introduction.

- **Show Performance Date:** Friday, July 04, 2008
- **Performance Times:** 10:20 a.m., 11:20 a.m., 12:20 p.m. and 1:20 p.m.
- **Performance Location:** Shady area southern most part of festival grounds between 2 huge trees.  
7700 Mission  
Prairie Village, KS 66208  
913-381-6464 ext 4207
- **Our Arrival time:** One hour prior to show time approx
- **Our Departure time:** One-half hour to an hour after show time approx

You Shall Provide

## VILLAGEFEST OF CITY OF PRAIRIE VILLAGE (Jeanne Koontz) SHALL PROVIDE:

- Workplace: a suitable and clean space for performers
- Stage Area: an open area 16' x 16'
- Need a generator supplied by Public Works Department
- Electricity: (2) 110 volt outlets within 50' of stage area.
- Publicity: The name CLEMENT McCRAE PUPPET SHOWS shall appear on all publicity about the event.
- Access to the Stage no later than 45 minutes prior to show time.

### CONTACT PERSON:

- Jeanne Koontz, 913-381-6464 ext 4207
- Alternate Contact: \_\_\_\_\_  
Should be available between one hour before show time and one-half hour after show time




# CONTRACT

Clement McCrae Puppet Shows

**Fees**

The sum of \$ 850.00. Payment made out to **CLEMENT McCRAE PUPPET SHOWS** shall be given immediately following the first performance.

**Signatories**

  
\_\_\_\_\_  
Mary Susan McCrae or John McCrae  
8806 Ivanhoe Trail  
Kansas City, MO. 64131  
(816) 444-1492

March 25, 2008

\_\_\_\_\_  
Sponsor signature  
VillageFest of City of Prairie Village

\_\_\_\_\_  
Your address

\_\_\_\_\_  
Your phone

Date: \_\_\_\_\_

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 26<sup>th</sup> day of March, 2008, by and between the City of Prairie Village, Kansas (hereinafter "the City") and K.C. Wolf, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2008; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:
  
2. Type of Service Provided: the Vendor agrees to provide the following services:  

Two Hour KC Wolf Appearance
  
3. Hours of Operation: The Vendor shall provide services to the general public from 10:00 a.m. to 12:00 p.m. on July 4, 2008.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2008 from 9:30 a.m. to 12:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
  
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$600, to be paid on or before July 4, 2008 unless the event is canceled as provided in Section 6 of this agreement.

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

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 23, 2008.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.



**CITY OF PRAIRIE VILLAGE**

By: \_\_\_\_\_  
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

\_\_\_\_\_  
(date of execution)

ATTEST:

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

**VENDOR**

By Daniel Meers  
(signed)

Daniel Meers  
(typed name)

KC Wolf  
(typed title)

Kansas City Chiefs  
(typed company name)

One Arrowhead Drive  
(typed address)

Kansas City, Mo. 64129  
(typed city, state, zip)

(816) 920-4212  
(typed telephone number)

3/26/08  
(date of execution)

APPROVED BY:

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

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 2<sup>nd</sup> day of April, 2008, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Kansas City Royals, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2008; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:
  
2. Type of Service Provided: the Vendor agrees to provide the following services:  

Two hour Slugger Appearance
  
3. Hours of Operation: The Vendor shall provide services to the general public from 10:00 a.m. to 12:00 p.m. on July 4, 2008.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2008 from 9:30 a.m. to 12:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
  
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$625, to be paid on or before July 4, 2008 unless the event is canceled as provided in Section 6 of this agreement.

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

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 23, 2008.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

**CITY OF PRAIRIE VILLAGE**

By: \_\_\_\_\_  
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

\_\_\_\_\_  
(date of execution)

ATTEST:

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

**VENDOR**

By Byron Shou  
(signed)

BYRON SHORES  
(typed name)

MASCOT COORDINATOR  
(typed title)

KANSAS CITY ROYALS  
(typed company name)

1 ROYAL WAY  
(typed address)

KANSAS CITY MO 64129  
(typed city, state, zip)

816 504 4332  
(typed telephone number)

2 APRIL 08  
(date of execution)

APPROVED BY:

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

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 18<sup>th</sup> day of April, 2008, by and between the City of Prairie Village, Kansas (hereinafter "the City") and The Marching Cobras, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2008; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:
  
2. Type of Service Provided: the Vendor agrees to provide the following services:  

Entertainment for 30 minutes on July 4, 2008, 11:00 am – 11:30 am, at 7700 Mission Rd, Prairie Village, KS 66208. Lead children's parade at 11:00 am and then perform.
  
3. Hours of Operation: The Vendor shall provide services to the general public from 11:00 a.m. to 11:30 a.m. on July 4, 2008.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location on July 4, 2008 for set-up between 7:00 a.m. and 9:00 a.m. and for breakdown after 2:00 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$750, to be paid on or before July 4, 2008 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
  - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
  - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
  - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 23, 2008.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
  - b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
  - c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.



**CITY OF PRAIRIE VILLAGE**

By: \_\_\_\_\_  
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

\_\_\_\_\_  
(date of execution)

ATTEST:

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

**VENDOR**

By Willie Arthur Smith  
(signed)

Willie Arthur Smith  
(typed name)

Founder / CEO / Drill Master  
(typed title)

Willie Arthur Smith's Marching Cobras  
(typed company name)

P.O. Box 280055  
(typed address)

KC MO 64128  
(typed city, state, zip)

(916) 668-4083  
(typed telephone number)

4/18/08  
(date of execution)

APPROVED BY:

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

# Willie Arthur Smith's



P.O. Box 280055  
Kansas City, Missouri 64128  
(816) 668-4083 OR (816) 729-9554  
Email address: marching\_cobras@yahoo.com  
Website address: kcmarchingcobras.com

WILLIE ARTHUR SMITH, FOUNDER/CEO/DRILL MASTER  
JULIA MOLTZIA, ADMINISTRATIVE ASSISTANT

DON DAUGHTRY, ASSISTANT DRILL MASTER

## **Contract Performance Request**

Company/Organization/Individual Name Prairie Village Village Fest  
Contact Name Jeanne Koontz  
Mailing Address 7700 Mission Rd City/State/Zip PV/KS/66208  
Day Phone Number (913) 385-4662 Evening Phone \_\_\_\_\_  
Contact Cell Phone Number 913-544-4581  
Email Address: jkoontz@pvkansas.com

Date of Event Friday, July 4, 2008 Time: 11:00AM  
Type of Event Performance  
Address of Event 7700 Mission Rd City/State/Zip PV/KS/66208  
 Indoor  Outdoor Performance Area \_\_\_\_\_

If performance is parade, what number/section will the cobras be in \_\_\_\_\_  
If performance is parade, what is staging address? \_\_\_\_\_

Special notes/instructions  
\_\_\_\_\_  
\_\_\_\_\_

PAYMENT MUST BE MADE 45 DAYS BEFORE EVENT. IN CASE OF CANCELLATION, TRANSPORTATION IS NON-REFUNDABLE.

Please make check payable to The Marching Cobras

Performance Fee	\$	575.00
Transportation Fee		<u>175.00</u>
Amount Due	\$	750.00

Authorized Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

### Office Use

Date sent <u>3/3/08</u>	Amount paid \$ _____	Amount due \$ 750.00	Date rec'd _____
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## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Omni Entertainment/Jessica Horn Band, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2008; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:
  
2. Type of Service Provided: the Vendor agrees to provide the following services:  
1 hour concert
  
3. Hours of Operation: The Vendor shall provide services to the general public from 12:00 p.m. to 1:00 p.m. on July 4, 2008.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location on July 4, 2008 for set-up between 11:30 am and 1:30 pm. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
  
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$1200, to be paid on or before July 4, 2008 unless the event is canceled as provided in Section 6 of this agreement.
  
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify

Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.

7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
  
8. Indemnity:
  - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
  
  - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.
  
  - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
  
  - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named

as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 23, 2008.**

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

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

10. **Staff:**

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

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

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

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

**CITY OF PRAIRIE VILLAGE**

By: \_\_\_\_\_  
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

\_\_\_\_\_  
(date of execution)

ATTEST:

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

**VENDOR**

By \_\_\_\_\_  
(signed)

JEFF TILLER  
(typed name)

JEFF TILLER  
(typed title)

OMNI ENTERTAINMENT  
(typed company name)

1615 NE 100th ct, Kansas City, MO 64155  
(typed address)

Kansas City, MO 64155  
(typed city, state, zip)

816-734-4558  
(typed telephone number)

4/2/08  
(date of execution)

APPROVED BY:

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

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 26<sup>th</sup> day of April, 2008, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Scott Klamm, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2008; and

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

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

*Space in Community Center for childrens /family/ old-time music performance.  
City will provide a chair without arms and a table for instruments, flyers + CDs.*

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

*Music performance + demonstration, storytelling for children, family and history.*

3. Hours of Operation: The Vendor shall provide services to the general public from 12 p.m. to 2 p.m. on July 4, 2008.

4. Access to Facilities:

- a. Vendor shall have access to Vendor's location on July 4, 2008 for set-up between 11:00 a.m. and 12:00 p.m. and for breakdown after 2:00 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
- b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$250, to be paid on or before July 4, 2008 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
  - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
  - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.



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

d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. Copies of said certificate shall be provided to City on or before June 23, 2008.

*not applicable  
Galle  
April 26, 2008  
as per  
Jeanne Koontz  
discussion.*

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

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

10. Staff:

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

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

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

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

**CITY OF PRAIRIE VILLAGE**

By: \_\_\_\_\_  
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

\_\_\_\_\_  
(date of execution)

ATTEST:

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

**VENDOR**

By Scott W. Klemm  
(signed)

Scott W. Klemm  
(typed name)

musician  
(typed title)

\_\_\_\_\_  
(typed company name)

38 NW 39th Street  
(typed address)

Kansas City MO 64116  
(typed city, state, zip)

816-453-1471  
(typed telephone number)

April 26, 2008  
(date of execution)

APPROVED BY:

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

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 1 day of April, 2008, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Sister Act Face Painting, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2008; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:  
*per J. Koontz - we will be indoors - please confirm any changes before event.*
2. Type of Service Provided: the Vendor agrees to provide the following services:  
*2 Face Painters - equipped w/ chairs, table and all supplies*
3. Hours of Operation: The Vendor shall provide services to the general public from ~~11:00 a.m. to 1:00 p.m.~~ on July 4, 2008.  
*10:00-12 per J. Koontz*
4. Access to Facilities:
  - a. Vendor shall have access to <sup>9:30</sup> Vendor's location on July 4, 2008 for set-up and breakdown between ~~10:30~~ a.m. and 1:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing. *N/A*
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$300, to be paid on or before July 4, 2008 unless the event is canceled as provided in Section 6 of this agreement.  
*No deposit required*

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

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 23, 2008.** *Emailed 4/2/08*
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. **Staff:** *- Sister Act will supply a line manager*
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

**CITY OF PRAIRIE VILLAGE**

By: [Signature]  
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

**VENDOR**

By: [Signature]  
(signed)

(typed name)

DBA Sister Act Face Painting  
(typed title)

(typed company name)

6001 W. 100<sup>th</sup> Terr  
(typed address)

O.P. KS 66207  
(typed city, state, zip)

913 593-5104  
(typed telephone number)

4/1/08  
(date of execution)

APPROVED BY:

City Attorney, Charles Wetzler

# Sister Act Face Painting

MJ Matthews

6001 W. 100<sup>th</sup> Terrace Overland Park, KS 66207

(913) 593-5104

Find us on the web at: [www.sisteractfacepainting.com](http://www.sisteractfacepainting.com)

Email us at [mj@sisteractfacepainting.com](mailto:mj@sisteractfacepainting.com)

Invoice # 0002355 Date of Invoice: 4.3.08

To: Jeanne Koontz, City of Prairie Village

Phone: (913) 381-7755

Email: [JKoontz@pykansas.com](mailto:JKoontz@pykansas.com)

Date of Event: Friday, July 4<sup>th</sup> 2008

Location of Event: Villagefest 08, 7700 Mission Rd. PV KS 66208

Time of Event: 10:00 to 12:00 (note time change per J. Koontz)

Activity: Face Painting

Hourly Pay Rate: \$75.00 an hour per artist, two artists requested.

Additional fees: (travel, parking) N/A

Deposit Fees: N/A

Total Amount Due on or before Day of Event: \$300.00

## Notes:

- ☺ Make all checks payable to Sister Act Face Painting. The Painter will stop working at the scheduled time. If additional hours are requested it is expected that payment will be made at the same rate on the day of the event.
- ☺ The client is responsible for any parking fees and will provide a close parking space.
- ☺ Painters are responsible for painting not crowd control or childcare; please have a responsible adult on hand for this. Painters can paint a usual total of 15 to 18 children an hour each, please adjust your requested time with this in mind.
- ☺ If changes are to be made to the time, day or location of the event it is the responsibility of the client to confirm these changes in writing 48 hours in advance. Any concerns should be made directly to MJ Matthews at 913-593-5104.
- ☺ Only MJ Matthews has the authority to make variations in the contract.

**Accepts Responsibility as Stated Above:**

Signed \_\_\_\_\_

Dated \_\_\_\_\_

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Vodvill Entertainment Company, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2008; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:
  
2. Type of Service Provided: the Vendor agrees to provide the following services:  
  
Richard Renner as Roving Variety Artist and Stilt Walking Uncle Sam
  
3. Hours of Operation: The Vendor shall provide services to the general public from 10:30 a.m. to 1:30 p.m. on July 4, 2008.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2008 from 9:30 a.m. to 2:00 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
  
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$500.00, to be paid on or before July 4, 2008 unless the event is canceled as provided in Section 6 of this agreement.



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

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 23, 2008.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: \_\_\_\_\_  
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By Richard Renner  
(signed)

RICHARD Renner  
(typed name)

(typed title)

Vodvill Entertainment  
(typed company name)

408 Indiana  
(typed address)

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

785-749-2226  
(typed telephone number)

4/4/08  
(date of execution)

APPROVED BY:

City Attorney, Charles Wetzler

## ENTERTAINMENT/ VENDOR AGREEMENT

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Wacky Banana, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2008; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:
  
2. Type of Service Provided: the Vendor agrees to provide the following services:  
Big Kahuna  
Ultimate Rock Climb Obstacle Course  
Wacky Water Slide  
2 generators
  
3. Hours of Operation: The Vendor shall provide services to the general public from 10:00 a.m. to 2:00 p.m. on July 4, 2008.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location on July 4, 2008 for set-up between 7:00 a.m. and 9:00 a.m. and breakdown after 2:00 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
  - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
  
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$1800, to be paid on or before July 4, 2008 unless the event is canceled as provided in Section 6 of this agreement.

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

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 23, 2008.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk  
7700 Mission Road  
Prairie Village, KS 66208  
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

**CITY OF PRAIRIE VILLAGE**

By: \_\_\_\_\_  
(signed)

Ronald L. Shaffer \_\_\_\_\_

Mayor \_\_\_\_\_

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

7700 Mission Road \_\_\_\_\_

Prairie Village, Kansas, 66208 \_\_\_\_\_

913-381-6464 \_\_\_\_\_

\_\_\_\_\_  
(date of execution)

ATTEST:

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

**VENDOR**

By Markie Bankin \_\_\_\_\_  
(signed)

Markie Bankin \_\_\_\_\_  
(typed name)

Owner \_\_\_\_\_  
(typed title)

Wacky Banana \_\_\_\_\_  
(typed company name)

14622 Pawnee \_\_\_\_\_  
(typed address)

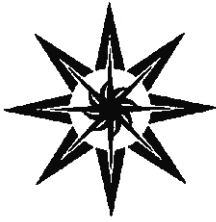
Leawood, KS 66224 \_\_\_\_\_  
(typed city, state, zip)

913-851-8303 \_\_\_\_\_  
(typed telephone number)

3/25/08 \_\_\_\_\_  
(date of execution)

APPROVED BY:

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



## ADMINISTRATION DEPARTMENT

Council Meeting Date: May 5, 2008

**CONSENT AGENDA:** Consider Agreement with Phil Jay for Music and Emcee Services at the Mayor's Holiday Party on December 5, 2008 for \$625.00

---

### RECOMMENDATION

Recommend the Council approve the agreement with Phil Jay for music and emcee services at the Mayor's Holiday Gala on December 5, 2008 for \$625.00.

### BACKGROUND

Phil Jay has been the DJ for the past four years at the Mayor's Holiday Gala. He has agreed to provide music and emcee services at the party again this year for the same price as last year.

### FUNDING SOURCE

01-01-00-6350

### ATTACHMENTS

1. Agreement

### PREPARED BY

Jeanne Koontz, Deputy City Clerk  
April 29, 2008



# PHIL JAY

P.O. BOX 4000  
SUITE 140  
OLATHE, KANSAS 66063-4000

Telephone 913-782-9667

## CONTRACT AGREEMENT

Date 12-14-07

Phil Jay agrees to provide music & emcee services for the following event, and further agrees to abide by the terms agreed upon below:

CLIENT CITY OF PRAIRIE VILLAGE (JEANNE KOONTZ)  
ADDRESS 7700 MISSION RD. --- PRAIRIE VILLAGE, KS. 66208  
HOME PHONE \_\_\_\_\_ WORK PHONE 913 385 4662  
TYPE OF EVENT \_\_\_\_\_ DATE OF EVENT DEC. 5, 2008  
HOURS (start and end times) \_\_\_\_\_ LOCATION/ADDRESS \_\_\_\_\_

TOTAL FEE FOR UP TO A MAXIMUM OF 4 HOURS OF MUSIC \$ 625.00

LESS NON-REFUNDABLE DEPOSIT \$ NONE

BALANCE DUE **UPON ARRIVAL OF DEEJAY** \$ **625.00**

Client must supply two banquet tables (6 or 8 feet in length) for our set up. If event is outdoors, overhead shelter must be provided. The rate for extra hours of music over & above the agreed upon hours in this contract is \$150 per hour. The client agrees that the deposit is non-refundable. The client further agrees that if the event is canceled for any reason, less than 30 calendar days prior to the contracted date, the client will owe Phil Jay 50% of the agreed upon total fee less the deposit. If any event is canceled for any reason less than 2 weeks prior to the contracted date, 80% of the agreed upon fee is due to Phil Jay less the deposit. All cancellations must be put in writing, dated, and mailed to Phil Jay with the signature of the client on said letter. Liability of Phil Jay shall not exceed total agreed upon cost of DJ services. No refunds will be given for any event that ends earlier than the agreed upon end time. Any verbal or physical abuse inflicted upon Phil Jay during event, may result in immediate termination of services with client liable for full agreed upon fee. If for any reason Phil Jay cannot appear due to health problems or other emergencies, a comparable deejay will be supplied.

YOUR NAME (Printed) \_\_\_\_\_ SIGNATURE \_\_\_\_\_

REPRESENTING \_\_\_\_\_ DATE \_\_\_\_\_

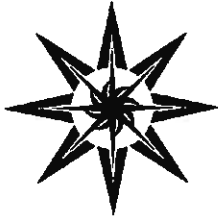
PHIL JAY PROD. REPRESENTATIVE PHIL JAY SIGNATURE 

## **VERY IMPORTANT**

**DO NOT** make checks payable to Phil Jay Productions.....

All checks **MUST** be made payable to Phil Jay (not Phil Jay Productions)

Mail to: Phil Jay  
P.O. Box 4000  
Suite 140  
Olathe, Ks. 66063-4000



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: May 5, 2008

### CONSIDER REPAIRS TO BATHHOUSE ROOF

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#### RECOMMENDATION

Staff recommends the City Council approve the transfer of \$12,000 from General Fund Contingency to Swimming Pool Operating Budget

COUNCIL ACTION REQUESTED ON 5 May 2008

#### BACKGROUND

There are roof leaks in the concession area, the office area, the guard room and electrical room. Public Works staff after consultation with several roofing companies, has determined the leaks are primarily the result of winter ice damage in or near the metal recessed gutter. There have been a couple of leaks in the concession area since last summer that staff has attempted to repair. The solution recommended is to replace several rows of shingles with a membrane that with extent over the metal cutter.

#### FUNDING SOURCE

The 2008 Swimming Pool Operating budget does not have sufficient funds for this repair work. It is proposed to transfer \$12,000 from General Fund Contingency to Swimming Pool Operating Budget.

#### RELATION TO VILLAGE VISION

*CCS2. Parks and Green Space*

*TR3a. Enhance parks for active and passive recreation through capital improvements such as landscaping, tree and flower planting, shelters, picnic facilities, athletic*

#### PUBLIC NOTICE

None

#### ATTACHMENTS

None

#### PREPARED BY

S Robert Pryzby, Director of Public Works

May 2, 2008

## MAYOR'S ANNOUNCEMENTS

Monday, May 5, 2008

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

Board of Zoning Appeals	05/06/2008	6:30 p.m.
Planning Commission	05/06/2008	7:00 p.m.
Tree Board	05/07/2008	6:00 p.m.
Sister City	05/12/2008	7:00 p.m.
Park & Recreation Committee	05/14/2008	7:00 p.m.
Council Committee of the Whole	05/19/2008	6:00 p.m.
City Council	05/19/2008	7:30 p.m.

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The Prairie Village Arts Council is pleased to feature a photography and ceramics exhibit by Marearl Denning in the R. G. Endres Gallery for the month of May. The reception will be held on May 9th from 6:30 to 7:30 p.m.

The Prairie Village swimming pool opens for the season on May 24<sup>th</sup>.

The City offices will be closed Monday, May 26<sup>th</sup> in observance of Memorial Day. Deffenbaugh also observes this holiday and trash pick-up will be delayed one day.

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

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

**INFORMATIONAL ITEMS**  
**May 5, 2008**

1. Committee Assignments & Updated Committee Listings
2. Board of Zoning Appeals - May 6, 2008
3. Planning Commission Agenda - May 6, 2008
4. Island Committee Minutes - March 25, 2008
5. Sister City Committee Minutes - April 14, 2008
6. Council Committee of the Whole Minutes - April 21, 2008
7. Communications Committee Minutes - April 14, 2008
8. Mark Your Calendars
9. Committee Agenda

# Memo

To: City Council  
From: Mayor Ron Shaffer  
Date: May 1, 2008  
Re: **Committee Assignments for 2008-2009**

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I have reviewed your responses regarding your committee interests. Based on your interests, experiences and expertise, I have made the following committee assignments:

## **Council President - David Voysey**

### **Park & Recreation**

Diana Ewy Sharp, Chair  
Al Herrera, Vice-Chair

### **Supplemental Pension**

Charles Clark, Chair  
Bill Griffith, Vice Chair

### **Prairie Village Arts Council**

David Morrison - Council Liaison

### **Police Pension**

Charles Clark

### **Communications Committee**

Michael Kelly, Chair  
Andrew Wang, Vice-Chair

### **Sister City Committee**

Michael Kelly, Council Liaison

### **Insurance Committee**

Charles Clark, Chair  
Dale Beckerman, Vice-Chair

### **Tree Board**

Laura Wassmer, Council Liaison

### **Villagefest**

Diana Ewy Sharp, Council Liaison

### **Jo. Co. Solid Waste Board**

Ruth Hopkins

### **ADA Advisory Committee**

Ruth Hopkins, Chairman

### **Environment/Recycle Committee**

Ruth Hopkins, Council Liaison  
David Morrison, Council Liaison

### **Jo Co Transportation Coop. Council**

David Belz

### **Ad Hoc Community Center Committee**

### **Prairie Village Municipal Foundation**

Andrew Wang, Council Representative  
Diana Ewy Sharp as Parks Chair  
Michael Kelly as Communications Chair

David Belz, Chair

Bill Griffith  
Laura Wassmer

**Planning Commission**  
Andrew Wang, Council Liaison

**Homes Association Committee**  
Michael Kelly, Chair

**Finance Committee**  
David Voysey, Chair  
Charles Clark  
Bill Griffith  
Dale Beckerman

**75<sup>th</sup> Street Steering Committee**  
David Voysey  
Laura Wassmer  
Michael Kelly

**Smoke-Free Task Force**  
David Belz, Chair  
Ruth Hopkins, Vice-Chair

**Attached are updated committee listings reflecting these assignments and committee reappointments approved in April, 2008.**

**CITY COUNCIL COMMITTEES**  
**Permanent Standing Committees**  
**2008-2009**

**COUNCIL COMMITTEE**

Al Herrera	Bill Griffith
David Voysey – Council President	Ruth Hopkins
Michael Kelly	Andrew Wang
Laura Wassmer	Dale Beckerman
David Morrison	Charles Clark
David Belz	Diana Ewy Sharp
Mayor Ron Shaffer	

Meets 1<sup>st</sup> & 3rd Monday of each month  
6:00 p.m. - Council Chambers

**PARK & RECREATION COMMITTEE**

Diana Ewy Sharp, Chair	Al Herrera, Vice Chair
Joe Nolke	Kathy Peterson
Shawn Hickey	A.J. LoScalzo
Vacancy – Ward 4	Peggy Couch
Diane Mares	Clarence Munsch
Shelly Trewolla	James Bernard, Jr.
Sally Holmes	Vacancy, Student Rep
Ex Officio: Mayor Shaffer	
Staff: Chris Engel	
Bob Pryzby	
Mike Helms	

1 Each Ward, 2 At-Large, 2 Council, 2 Tennis/Swimming Reps, 2 Youth - 3 Year Term  
Meets 2nd Wednesday of each month,  
7:00 p.m. - Multipurpose Room

**PLANNING COMMISSION**

Ken Vaughn, Chair	Marc Russell
Robert McKim, Jr.	Randall Kronblad
Marlene Nagel	Bob Lindeblad, Vice-Chair
Nancy Vennard	
Ex Officio: Mayor Shaffer	
Council Liaison: Andrew Wang	
Staff: Joyce Hagen Mundy	

7 Members - 3 Year Term  
Meets 1st Tuesday of the Month  
7:00 p.m. - Council Chamber

## **BOARD OF ZONING APPEALS**

Marc Russell  
Robert McKim, Jr.- Chair  
Marlene Nagel  
Bob Lindeblad  
Ex Officio: Mayor Shaffer  
Staff : Joyce Hagen Mundy  
Council Liaison: Andrew Wang

Nancy Vennard  
Randall Kronblad, Vice-Chair  
Ken Vaughn

7 Members (P.V. Residents) - 3 Year Term  
Meets 1st Tuesday when Necessary  
6:30 p.m. - Council Chamber

## **ANIMAL CONTROL**

James Dinesen, Chair  
Emily Gleasure  
Richard Webber, DVM  
Ex Officio: Mayor Shaffer  
Staff: Chief Wes Jordan  
Council Rep: Andrew Wang

Daniel Andersen  
Michelle McElroy

5 Members at Least 2 Residents - 2 Year Term  
Meets when Necessary

## **CIVIL SERVICE COMMISSION**

David Lillard, Chair  
Patrick Delaney  
Lori Sitek  
Ex Officio: Mayor Shaffer  
Staff: Chief of Police

Tom Brill  
Alleen VanBebber

5 Members - 3 Year Term  
Meets when Necessary

## **PRAIRIE VILLAGE ARTS COUNCIL**

Randall Kronblad, Chair  
Bill Rose  
Inge Dugan  
Christina Hoffman  
Jan Marsh  
John R. Shearer, II  
Pam Marshall  
Ex Officio: Mayor Shaffer  
Staff: Dennis Enslinger

David Morrison, Council Liasion  
Kyran Wilson  
Annie Brabson  
Angi Jones  
Bob Endres  
Dan Andersen  
Vacancy, Youth Rep.  
Vacancy, Youth Rep.

12 members: (preferably 1 each Ward, At-Large), 2 Youth - 3 Year Term  
1 Council Member as reporting member - Chair to be one of the twelve volunteer members  
Meets 3rd Wednesday  
7:00 p.m. - Multipurpose Room



## **COMMUNICATIONS COMMITTEE**

Michael Kelly, Chair  
Vacancy - Ward 4  
Shelley Barrett  
Vacancy – Ward 3  
Ex Officio: Mayor Shaffer  
Staff: Dennis Enslinger

Andrew Wang, Vice-Chair  
Vacancy – Ward 5  
Vacancy – Ward 2  
Christine Adams  
Youth Vacancy  
Youth Vacancy

8 Members preferably representing various areas of the city, 2 Youth; 3 Year Term  
Meets When Necessary

## **INSURANCE COMMITTEE**

Charles Clark, Chair  
Richard Callahan  
Tom Cannon  
Ex Officio: Mayor Shaffer  
Staff: Quinn Bennion

Dale Beckerman, Vice-Chair  
Larry McPherron  
Frank Young

Council members as chair & vice-chair and  
3-4 members with insurance background  
Meets When Necessary

## **ADA ADVISORY COMMITTEE**

Ruth Hopkins, Chair  
Craig Phillips  
Michele Ohmes  
Alleen VanBebber  
Ex-Officio: Mayor Ron Shaffer  
Staff: Bob Pryzby

Gary Groening  
Martha Wyrsh  
Jon & Kim Ratliff

Meets when Necessary

## **ADA COMPLIANCE COMMITTEE**

Quinn Bennion, City Admin. (Chair)  
Wes Jordan, Chief of Police

Robert Pryzby, ADA Coordinator  
Nic Sanders, Personnel Director

Meets when Necessary

## **BOARD OF CODE APPEALS**

Tom Brown, Chair  
Kenneth Poe  
Joe Zimmerman  
Ex Officio: Mayor Shaffer  
Staff: Dennis Enslinger

Gene Bockelman  
Dick Kaufman  
Robert Hutton

Jim Brown, Building Official

6 members of qualified training & experience  
5-year Term, established by 1994 UBC  
Meets When Necessary

### **SISTER CITY COMMITTEE**

James Hohensee, Chairman	Cindy Dwigans
Cleo Simmonds	Bob McGowan
Dick Bills	Carole Mosher
Vacancy	Vacancy
Vacancy	
Student Members - Vacancy	
Council Liaison: Michael Kelly	
Ex-Officio: Mayor Ron Shaffer	
Staff: Chris Engel	

12 members including 1 Councilmember, 2 student members  
Meets 2<sup>nd</sup> Monday of Month  
7:00 p.m.

### **TREE BOARD**

Deborah Nixon, Chairman	Anthony Rostberg
Jack Lewis	Gregory VanBoovenon
Luci Mitchell	Art Kennedy
Clifford Wormcke	Jim Hanson
Vacant Youth Rep.	Vacant Youth Rep.
Ex-Officio: Mayor Ron Shaffer	Council Liaison: Laura Wassmer
Staff: Bob Pryzby	

9 members with one being a member of the Council & 2 student members  
Three-year term

Meets 1<sup>st</sup> Wednesday of Bi-Monthly @ 6:00 p.m.

### **MUNICIPAL FOUNDATION**

Marcia Jacobs, Vice-President	William Nulton
Quinn Bennion, Secretary	Mayor Ronald Shaffer, Treasurer
Michael Kelly (Communications)	Mary Engelken
Bill Rose (MAC Rep.)	Doris Wieggers, President
A.J. LoScalzo (Park Comm.)	Joan Peschka
Diana Ewy Sharp (Park Chair)	Marilyn Uppman
Andrew Wang (Council Rep)	

Membership: Mayor, Park Committee Chair, Council member, Park Committee member, Municipal Arts Committee member, Communications Committee member, City Administrator and eight residents  
3 Year Term - Meets at Least Annually

## **POLICE PENSION BOARD OF TRUSTEES**

James Whittier  
Charles Clark, Chairman  
Tim Schwartzkopf, Police Dept. Rep.  
Ex Officio: Mayor Shaffer  
Staff: Quinn Bennion, Plan Administrator  
Dennis Enslinger, Assistant City Administrator  
3 Members and Plan Administrator  
Meets When Necessary

## **SUPPLEMENTAL PENSION ADVISORY COMMITTEE**

Charles Clark, Chairman  
Bill Griffith, Vice-Chairman  
Bob Pryzby, Employee Representative  
Ex Officio: Mayor Shaffer  
Staff: Quinn Bennion & Dennis Enslinger  
Appointed by Mayor until successor appointed  
Meets When Necessary

## **ENVIRONMENT/RECYCLE COMMITTEE**

Margaret Thomas, Chair	Toby Grotz
Mary Montello	Tom Heintz
Bob Pierson	Ben & Lisa Riggin
Cheryl and Don Landes	Margaret Goldstein
Kathy Riordan	Polly Swafford
Margaret Goldstein	Kristin Riott
Penny Mahon	Clair Barron
Anne-Marie Hedge	Linda Smith
Pete Jarchow	
Vacant (Youth rep)	Vacant (Youth rep)
Ruth Hopkins, Council Representative	
David Morrison, Council Representative	
Ex Officio: Mayor Shaffer	
Staff: Dennis Enslinger	

Established in 1996  
3 year Term  
Meets As Necessary

## **DISTINGUISHED CITIZEN AWARD COMMITTEE**

**Appointed by Mayor**  
4 Council, 3 Residents Members - 2 Year Term  
Meet as Needed at Least Once Each Year

## VILLAGEFEST

Bob Pisciotta, Chair	John Capito
Diana Ewy Sharp, Council Liaison	Ann Doyle
Jim Bernard	Julie Weiss
Joel Crown	Mary Bahr
Arthur Dick	Chris Andrews
Doug Sharp	Kathy Peters
Tim Rellihan	Ed Roberts
Jim Hanson	Luci Mitchell
Ex-Officio: Mayor Ron Shaffer	
Staff: Quinn Bennion	Bob Pryzby
Jeanne Koontz	Mike Helms
Chief. Wes Jordan	Capt. Tim Schwartzkopf
Sgt. Byron Roberson	Chris Andrews, Fire District

Meets 4<sup>th</sup> Thursday of the Month

## DEFERRED COMPENSATION BOARD

Quinn Bennion	Joyce Hagen Mundy
Robert Pryzby	Wes Jordan
Dennis Enslinger	

Established by Ord. 1822  
Meets whenever necessary

## AD-HOC FINANCE COMMITTEE

David Voysey, Chair	Bill Griffith
Wayne Vennard	Charles Clark
Dale Beckerman	
Ex-Officio: Mayor Ron Shaffer	
Staff: Quinn Bennion	
Karen Kindle	

Meets as needed

## AD HOC 75<sup>TH</sup> STREET CORRIDOR COMMITTEE

Pat Daniels, Chair	Mayor Ron Shaffer
Ken Vaughn	David Voysey
Dale Warman	Bob Lindeblad
Cleo Simmonds	Nancy Vennard
Terrence Gallagher	Laura Wassmer
Rick Jones	Ron Williamson
Michael Kelly	Susan Smith
Staff: Quinn Bennion	
Dennis Enslinger	
Bob Pryzby	

Meets as needed

**SMOKE FREE WORKPLACE TASK FORCE**

David Belz, Chair  
Deb Bush  
Dr. Norman Kahn  
Ed Nelson  
Brian Schorgl  
Staff: Dennis Enslinger

Ruth Hopkins, Vice Chair  
Dr. Diana Dark  
Nikki Keiser  
Louie Riederer  
Dr. Brian C. Weiford

**EMPLOYEE BENEFITS COMMITTEE**

Bettina Jamerson  
Wes Jordan  
Ryan King  
Nic Sanders

Joyce Hagen Mundy  
Kyle Shipps  
Connie Walsh

Meets when Necessary

**BOARD OF ZONING APPEALS  
CITY OF PRAIRIE VILLAGE, KANSAS  
AGENDA  
TUESDAY, MAY 6, 2008  
6:30 P.M.  
Council Chambers**

- I. ROLL CALL
- II. APPROVAL OF MINUTES - September 4, 2007
- III. ACTION ITEM
  - BZA2008-01 Request for a Variance from P.V.M.C. 19.34.040F(d)  
To allow for the location of a back-up residential  
Generator in the side yard rather than the rear yard  
for property located at 4207 West 92<sup>nd</sup> Terrace  
Zoning: R-1a - Single Family Residential  
Applicant: Kurt Niemackl for Todd Beikmann
- IV. NEW BUSINESS
- V. OLD BUSINESS
- VI. ADJOURNMENT

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

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

**PLANNING COMMISSION AGENDA  
CITY OF PRAIRIE VILLAGE  
MUNICIPAL BUILDING - 7700 MISSION ROAD  
TUESDAY, MAY 6, 2008  
Council Chambers  
7:00 P. M.**

- I. ROLL CALL
- II. APPROVAL OF PC MINUTES - April 1, 2008
- III. NON-PUBLIC HEARINGS
  - PC2008-106 Request for Building Line Modification  
Front Setback from 40 to 30 & Side setback from 30 to 15  
4414 Homestead Drive  
Zoning: R-1a  
Applicant: Kurt Ellenberger Final Plat Approval
  - PC2008-107 Request for Site Plan Approval for Emergency Generator  
4500 West 89<sup>th</sup> Street  
Zoning: C-2  
Applicant: Scot Posladek, AB May Company
- IV. PUBLIC HEARINGS - 7:00 p.m. - Continued
  - PC2008-03 Request for Rezoning from R-1a (Single Family Residential)  
To MXD (Mixed Use District) Meadowbrook Country Club  
Property at 91<sup>st</sup> & Nall  
Applicant: OPUS, NWR, LLC
  - PC2008-02 Request for Special Use Permit for a  
Telecommunications Tower & Related Equipment  
4805 West 67<sup>th</sup> Street  
Zoning: R-1a  
Applicant: Justin Anderson for T-Mobile
  - PC2008-04 Request for Amendment to Special Use Permit  
For Veterinary Clinic  
8825 Roe Avenue  
Zoning: CP-1  
Applicant: Kent E. Kraus, DVM
- V. OTHER BUSINESS
- VI. ADJOURNMENT

Plans available at City Hall if applicable

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

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

## Island Committee

### Minutes

Meeting: March 25, 2008 in Multi-purpose room

Attending: Daniel Andersen (Arts Council), Shawn Hickey (Park & Recreation Committee), Nancy Wallerstein (Council Member), Bob Pryzby and 18 other interested residents

1. **Introductions** – Bob Pryzby asked everyone to introduce themselves and their interest.
2. **Review of Purpose** – Bob Pryzby explained that the meeting was to be both informative as well as solicit input on the ownership, care and maintenance of the islands horticulture and statuary. He reviewed the recently passed City Council Policy. A key component of the policy is to establish ownership of the horticulture and statuary on the islands. The islands are in the City right-of-way and therefore owned by the City. The City recognizes and appreciates the work of the homes associations and other volunteers on the islands and does not want to disrupt that relationship. However, communication and cooperation are very important to have islands with a WOW factor.
3. **Power Point on Statues on City Islands** – Bob Pryzby presented a picture show of what was on the islands with commentary of what was good and what could be improved.
4. **2009 Budget** – Bob Pryzby related that based this meeting input and future meetings, he would be including a budget request in the budget for care, maintenance, repair and improvements on the islands.
5. **Open Discussion** – several questions were asked and answered primarily relative to what can be done on the islands and would the City help.
6. **Next meeting** – Wednesday, April 30<sup>th</sup> at 7:00pm in the City Hall Multi-Purpose Room



**SISTER CITY COMMITTEE**  
**14 April, 2008**  
**MINUTES**

**Call to Order**

Chairperson Jim Hohensee called the meeting to order at 7.00pm. Members present: Cleo Simmonds, Carole Mosher, Bob McGowan, Michael Kelly and Cindy Dwigans. Guests: Hildegard Knapp. Staff: Chris Engel.

**Approval of Minutes**

Cleo Simmonds moved the approval of the March 10<sup>th</sup> committee minutes. Michael Kelly seconded the motion, which passed unanimously.

**Old Business**

**Dolyna** - Cleo reported the letter sent from the Mayor of Dolyna was presented to the City Council. Everyone commented on how great the letter was written and decided that it should be framed and included in the glass display case in City Hall. **Cindy Dwigans moved to allow Cleo Simmonds to spend up to \$25 for a frame. Michael Kelly seconded the motion and it passed unanimously.** Cleo also reported that Peace Corp volunteer, Charlotte Siggins, had left the Ukraine so he was relying solely on Alyssa to assist in his efforts. Cleo additionally reported that he had yet to hear if the textbooks he sent had arrived.

Cleo asked the committee what his next move should be. He said he had been contacted by the hospital in Dolyna for the visually impaired concerning any potential contacts made here locally. There was discussion over what the relationship with the school should be. Cindy brought up the Lion's Club and 'vision' being one of their central crusades. Michael mentioned that the Mayor might be a member and he would talk to him about getting them involved somehow. Jim mentioned he would look into the annual Hospital Hill Run and their support of the Children's Center for the Visually Impaired. Michael said he has been appointed to the University of Kansas Medical School Advisory Board and may be able to use this as an opportunity to send med students to Dolyna. Carole said she would take over the search for English textbooks for the English-speaking school in Dolyna.

**Fundraising**

The idea of a Ukrainian cookbook was discussed as a means of fundraising. Additionally, Jim tasked all members to think of one fundraising idea and report back next meeting.

**Chair**

**Bob McGowan moved to appoint Jim Hohensee as Committee chair. Cindy Dwigans seconded the motion and it passed unanimously. Cindy Dwigans moved to appoint Carole Mosher as Vice-Chair. Michael Kelly seconded the motion and it passed unanimously.**

**National Meeting**

The Sister Cities International Conference will be in Kansas City from July 16-20. Bob informed the committee that he has learned there were 100 people registered to attend as of April 1. He also mentioned there was a Mayor's reception on the evening of July 17<sup>th</sup> at the Nelson-Atkins. The Committee discussed how important it would be for the Mayor to be involved. Michael will talk to the Mayor about this matter.

Bob informed the Committee there would be many volunteer opportunities in the hotel during the conference. There is a list currently being compiled at Sister Cities International and he recommended that the Committee try to get involved and take advantage.

Bob also brought up the fact that Newry-Mourne should be attending the conference with a large Ireland delegation to raise awareness of the convention being hosted there in 2009. There was discussion over the future of the relationship between our two cities. It was decided regardless of the future between our two cities we would extend to them an invitation to visit Prairie Village if available.

#### **New Business**

Cindy asked if the Committee could start working on an AFS student from Dolyna to attend Shawnee Mission East. Cleo will forward Alyssa's contact info to Carole so she can begin to look into it.

Jim brought in his camera and took a group photograph and had everyone write up a brief bio to introduce themselves to the new Dolyna Committee.

#### **Adjournment**

The next meeting will be Monday, May 12<sup>th</sup> at 7 p.m. The meeting was adjourned at 8:10 p.m.

Jim Hohensee  
Chair

**COUNCIL COMMITTEE OF THE WHOLE  
APRIL 21, 2008**

The Council Committee of the Whole met on Monday, April 21, 2008 at 6:00 p.m. The meeting was called to order by Council President Andrew Wang with the following members present: Mayor Shaffer, Al Herrera, Bill Griffith (arrived 6:50), Ruth Hopkins, David Voysey, Michael Kelly, Laura Wassmer, Dale Beckerman, David Morrison and David Belz. Staff members present: Quinn Bennion, City Administrator; Wes Jordan, Chief of Police; Bob Pryzby, Director of Public Works; Katie Logan, representing the City Attorney; Karen Kindle, Finance Director; Dennis Enslinger, Assistant City Administrator; Chris Engel, Assistant to the City Administrator; Captain Wes Lovett, Captain Tim Schwartzkopf and Joyce Hagen Mundy, City Clerk.

**\*COU2008-32      Consider Resolution Authorizing the Mayor to Submit a Phase 1 Safe Routes to School Grant Application for FY 2009**

The Safe Routes to School Program (SRTS) was authorized on August 10, 2005, through FY2009 under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). This program is intended to be a comprehensive planning tool for communities by looking at five components, often referred to as the "5 E's". These components are:

- Engineering - Creating operational and physical improvements to the infrastructure surrounding schools that reduce speeds and potential conflicts with motor vehicle traffic, and establish safer and fully accessible crossings, walkways, trails, and bikeways.
- Education - Teaching children, parents, neighbors and City and school officials about the broad range of transportation choices, instructing them in important lifelong bicycling and walking safety skills, and launching driver safety campaigns in the vicinity of schools.
- Enforcement - Partnering with local law enforcement to improve compliance with traffic laws in the vicinity of schools (this includes enforcement of speeds, yielding to pedestrians in crossings, and proper walking and bicycling behaviors), and initiating community enforcement such as crossing guard programs.
- Encouragement - Using events and activities to promote walking and bicycling.
- Evaluation - Monitoring and documenting outcomes and trends through the collection of data, including the collection of data before and after the intervention(s).

The Safe Routes to School Program (SRTS) requires a phased approach. Phase I is the creation of a Safe Routes to School (SRTS) Plan that includes all "5 E's" for K-8<sup>th</sup> grade schools. Phase I grants are limited to technical assistance, assessment and project planning activities. The maximum Phase I grant award is \$15,000.

With these funds, the city would be able to hire assistance in the development of the SRTS Plan which might include a traffic engineer to evaluate possible solutions, a facilitator to conduct public meeting(s), and/or offset any publication or advertising costs.

Phase II of the STRS program will allow the city to apply for up to \$250,000 in grant funds to implement recommendations and/or projects contained in the approved Phase I STRS Plan. These funds can be used for the following items:

Infrastructure:

- Sidewalk improvements
- Traffic calming and speed reduction improvements
- Pedestrian and bicycle crossing improvements
- On-street bicycle facilities
- Off-street bicycle facilities
- Secure bicycle parking facilities
- Traffic diversion improvements in the vicinity of schools

Non-infrastructure:

- Public awareness campaigns and outreach to the media and community leaders
- Traffic education and enforcement in the vicinity of schools
- Student sessions on bicycle and pedestrian safety, health, and environment
- Funding for training volunteers and managers of Safe Routes to School programs.

Given the number of elementary schools and middle school facilities within Prairie Village, staff is recommending that the city conduct a study which looks at all the K-8<sup>th</sup> grade facilities within the community. Creating partnerships is critical in securing grant funding and implementing the STRS Plan. The Police Department is currently working with area schools to secure a letter of support from each school and from the school district.

The Safe Routes to School Grant Application deadline is May 2, 2008. Staff is currently working on all of the necessary documentation for the grant submittal. Mr. Enslinger noted the Federal Legislation extending the Safe Routes to School Program beyond FY 2009 has not been approved. The legislation is currently pending so there is a possibility that funding for Phase II projects would not be available. If the City is successful in securing a Phase I Grant and the SRTS Program is extended, the City could be eligible for Phase II Grant funding in FY 2010.

At the April 7<sup>th</sup> City Council meeting, several council members expressed concern about school safety and the degree of city involvement. Staff is seeking direction on whether or not to proceed with the grant application process. Mr. Enslinger noted that if the City proceeds with the application and the Phase I Grant is awarded, City Council would still need to review and approve any necessary grant agreements prior to the acceptance of the grant.

Dennis Enslinger stated Phase I Safe Routes to School Grants would allow for the City to secure a maximum of \$15,000 in grant funds. The grant does not require any cash match but will require staff time to administer and coordinate the grant process and products. The grant is 100% reimbursable.

Ruth Hopkins asked who would be fulfilling the terms of the Grant. Mr. Enslinger responded he would serve as administrator with assistance from the Police Department in gathering traffic counts and the schools would be responsible for doing surveys and activities. Once the plan was developed, the primary implementation would be the responsibility of the schools.

Mrs. Hopkins asked if grant funds could be used to cover staff salary. Mr. Enslinger responded no; however, the funds could be used to hire out services.

Al Herrera asked if this was from the State. Mr. Enslinger responded it was a Federal Grant distributed through the State. Mr. Herrera confirmed it would include both private and public schools.

David Belz asked how the program would be funded initially. Mr. Enslinger responded it could be funded through contingency with the funds returned after reimbursement. Karen Kindle stated she would prefer to see the program funded through existing budgets.

Ruth Hopkins asked if staff time was available to allocate to this program. Mr. Enslinger acknowledged staff is involved in the 75<sup>th</sup> Street Project, but noted the questionable availability of funds in 2010. He feels this would provide a good starting point to address school safety concerns. Quinn Bennion responded he is less concerned with filing the grant and more concerned with its administration; however, he noted significant staff time is already being spent addressing school traffic and safety concerns. He hopes this will be helpful in the long-term to resolve some of these issues.

Andrew Wang confirmed the funds must be spent in 2009.

Laura Wassmer stated this appears to be a good program; however, with so many other things on the horizon, she is not sure it is a priority. She asked if the City were not getting funding, would this program still be proposed.

Ruth Hopkins expressed the following concerns: In the past, the City has received grants and found the follow-through costs to be very expensive. She asked if this problem larger than can be handled by the City without grant funds.

Chief Jordan responded the grant is trying to get more children to walk to school. He stated it would be interesting to see the success rates of programs in other areas. Each year they do a crossing guard survey and one of the main issues is students crossing 75<sup>th</sup> Street to Belinder and noted this could perhaps provide recommendations for improvements. He stated it will not address issues at all the schools. The problems at Kansas City Christian School will not be addressed as that is a commuter school and not a neighborhood school.

Ruth Hopkins asked what the grant provided that could not be accessed by the City independently. Mr. Enslinger stated the difference is the Phase 1 Grant provides access to the Phase II Grant funds.

David Belz asked what would be the downside of waiting until 2009 and after finding out if funding is being continued. Mr. Enslinger replied it would place the City one year behind. He noted the criteria for funding may change. Securing Phase II funding is the primary reason for participation.

David Voysey asked how much work was involved. Mr. Enslinger responded most of the work for the submittal of the application will be done by the end of the week. He noted the City Council will still have the opportunity to either accept or refuse the grant if awarded.

David Voysey made the following motion, which was seconded by Ruth Hopkins and passed unanimously:

**RECOMMEND THE CITY COUNCIL APPROVE RESOLUTION 2008-02  
AUTHORIZING THE MAYOR TO SUBMIT A PHASE I SAFE ROUTES TO  
SCHOOL GRANT APPLICATION FOR FY 2009.**

**COUNCIL ACTION TAKEN  
4/21/2008**

## **PRESENTATION ON PUBLIC SAFETY**

Chief of Police, Wes Jordan, presented an overview on the consolidation of police services for northeast Johnson County cities from the perspective of Prairie Village in response to a recent editorial in the SUN raising the question of consolidation. Chief Jordan stated he has discussed the issue with the Johnson County Sheriff and was advised that the County does not want to get involved in any consolidation effort. Although this has been successful for providing fire services, providing police services is entirely different.

Prairie Village represents 45% of the area covered by the eight northeast cities of Fairway, Merriam, Mission, Mission Hills, Roeland Park and Westwood.

Consolidation is being considered for potential cost savings by shared costs for new or improved facilities, purchasing cooperatives and salary cost reduction for upper supervisory positions.

Chief Jordan presented the following challenges for consolidation:

- Facilities
  - Adequate facilities are not currently available to handle consolidation
  - Police facilities should not be fragmented to multiple locations due to lack of supervisory oversight and standard operating procedures
  - PVPD facilities are at capacity
  - Other facilities may not be compliant with CALEA Accreditation standards
  - Range issues - location, instructors, different weapons being used

Chief Jordan stated he felt Communications was the biggest challenge. He noted Prairie Village uses non-commissioned personnel to dispatch, whereas the County uses commissioned officers.

- Communications
  - Johnson County Sheriff currently dispatches for northeast cities at no charge
  - Sheriff operates on a different radio system - new system for shared operations is three to four years away
  - Sheriff's department cannot handle call volume for Prairie Village

- 44,057 calls received
  - 8,115 - 9-1-1 calls
  - 11,323 dispatched calls for service
- Can Prairie Village dispatch for other agencies?
  - Other agencies would have to migrate to current Prairie Village radio system
  - Additional console inside Communications Center
  - Staffing of additional nine personnel—three on-duty at all times
  - CAD system obstacles
  - Code Red
  - CALEA Accreditation

Chief Jordan stressed the difficulties with blending personnel with different structures, pay, benefits, equipment, uniforms, cars. Who do you follow or do you change all?

- Personnel Communications
  - Multiple pay structures
  - Pension plans
  - Health care
  - Rank structure and re-organization
    - Chief?
    - Command Staff?
    - Front-line supervision?
  - Increased workload concerning hiring and training
- Equipment
  - Uniforms
  - Squad car uniformity - interior/exterior
  - Firearms
    - Sidearms/rifles/shotguns
  - Less lethal option
    - Tasers (Prairie Village does not use them)

Chief Jordan noted the communities would lose in the process.

- Governance - would require board oversight
- Councils would lose direct voice in police services
- Loss of community identification
- Policies and procedures different (CALEA Accreditation Standards)
- Ordinance enforced different for each jurisdiction
- Court - do you also consolidate court services?
- Records management
- Property room management

In closing, Chief Jordan expressed the following impact on effectiveness and efficiency:

- Response times could be increased due to expanded coverage area
- Problem solving specific to Prairie Village with less direct command involvement
- Equal services for each community
  - Specialized services expansion or reduction - not all cities provide
    - Crime Prevention

- Traffic Units
- SIU
- Customer Service - Prairie Village approach to Policing

Chief Jordan stated he does not see any benefits to the City of Prairie Village from participating in the consolidation of police services with other northeast cities.

David Voysey noted based on the presentation, the start up costs for consolidation would require 12 to 15 years to reach the break-even point.

Dale Beckerman asked if the other Police Chiefs were supportive. Chief Jordan responded no.

Al Herrera stated he sees increased response time as a critical issue. He felt consolidation may be beneficial to other cities, but feels it would hurt Prairie Village. Chief Jordan added the police officers would not have the ties to the community they serve as they do now.

Dale Beckerman agreed the city governments would loose control over police services.

Quinn Bennion noted in northeast Johnson County consolidated fire services is working fairly well; however, police consolidation works differently and needs further study.

Wes Jordan noted two primary differences in that fire services operate under fairly standard fire regulations and procedures, whereas each City has different police regulations to be enforced and prosecuted. Prairie Village officers have to know two sets of ordinances and carry two different sets of ticket books. Police and Firemen are both involved in public safety; but they perform entirely different functions.

Michael Kelly asked if the city was meeting the Department's IT needs. Chief Jordan responded his biggest challenge is records management and providing the interconnectivity between communications, officers, records and property management. He is working under a Federal Grant to improve communication with other departments.

Quinn Bennion added efforts are being made at the regional level for increased connectivity between departments in neighboring cities, the metropolitan area and countywide. This is not now possible. Police department's technology needs will be discussed with council in the near future.

#### **COU2007-51 Village Vision**

Quinn Bennion reported the Steering Committee met last week. The first public information meeting will be held on Tuesday, April 23<sup>rd</sup> at Asbury Methodist Church. The meeting will begin at 7 p.m.; however, there will be tours offered of the 75<sup>th</sup> Street Corridor beginning at 6 p.m. The primary focus of this meeting will be on gathering resident, property owners, business owners concerns and visions for the corridor. The next public meetings will be held over three days in June and will be based on the input gathered at this meeting. The final presentation on the project will be given in October.

Dennis Enslinger stated yard signs have been placed along the corridor, a 3200 piece mailing was sent out and e-mail notification was sent to over 400 individuals. Invitations were sent to all registered business owners on the corridor. Village Visionary buttons have been created. He noted this is a long



term project. The yard signs will be taken down the end of May and put back out prior to the June meetings. Additional yard signs will be available after June 28<sup>th</sup>.

A web address of [www.villageevision75.com](http://www.villageevision75.com) has been created to provide information and updates.

## **STAFF REPORTS:**

### **Public Safety**

- Chief Jordan reported Mrs. Bush and Jenna will be at Village Presbyterian Church and also at a book signing in Prairie Village on Tuesday, April 29<sup>th</sup>. The department is coordinating activities with the secret service.

### **Public Works**

- Roe Avenue has been closed for a week to allow for repair and replacement of curbing and storm drainage inlets. The work is expected to take another two to three weeks. Resident complaints have been received regarding parking from people using Franklin Park.
- Two lights have been ordered for the statue at the entrance to City Hall.

Laura Wassmer noted construction has begun on the "Porchlight" sculpture located on the shared Prairie Village/Leawood Island.

Bill Griffith asked the status of the fountain at 69<sup>th</sup> & El Monte. Mr. Pryzby responded \$39,000 was appropriated for repair/replacement. The project is in the design stage. He noted the estimate on which funds were appropriated was four years old and it is anticipated the costs will more likely be in the \$50,000 to \$55,000 range.

Ruth Hopkins stated it was her understanding the homes association was waiting for the City to approach them. Mr. Pryzby stated when he met with them a few years ago, he advised them he wanted a written document transferring ownership of the fountain. He stated he will talk with them again when he has a better idea of the actual costs. Al Herrera noted the Park Committee discussed this at their last meeting.

### **Codes Administration**

- Dennis Enslinger reported he is currently verifying information on Kansas City Christian School Mr. Williamson is evaluating if the school is still in compliance with their Special Use Permit.
- The Large Item Pickup was held last weekend. Only four complaints of misses were received by the City.
- The 8<sup>th</sup> Annual Earth Day Celebration was held on April 12<sup>th</sup>. The event was very well attended with an estimated 1500 to 2000 people attending. There were over 70 exhibits and strong community involvement. He encouraged all to attend future events.

### **Administration**

- Quinn Bennion noted he recently completed the Citizens Police Academy and commended the Public Safety Department for putting together an excellent program. Michael Kelly added it was a very informative ten weeks and encouraged others to participate in the program.
- Chris Engel will receive his Masters in Public Administration the end of this week from the University of Kansas and offered the City's congratulations to Chris on this achievement.
- On March 3<sup>rd</sup>, the City Council approved a Resolution for the establishment of a County Transportation task force. Since that time, there has been significant discussion amongst the Mayors of 1<sup>st</sup> class cities and some modifications have been requested. This item will probably return to City Council after revisions have been made for consideration.

- Johnson County has requested area cities to approve a resolution in support of the continuation of the ¼ cent sales tax. He noted the City would receive approximately \$450,000 per year from those funds. If approved by the voters in August, this would maintain the current tax rate of 7.4%. If not, the ¼ cent sales tax would drop off in January.

Mayor Shaffer stated this would be added to a future agenda for consideration. Mayor Shaffer referred to the 2008 Edition of the Kansas Tax Rate & Fiscal Data Book included in the March edition of the Kansas Government Journal. He noted among the 27 First Class cities only Overland Park has a lower Mil levy rate than Prairie Village and most of the cities levy rates are significantly higher.

#### **ADJOURNMENT**

With no further business to come before the Committee, Council President Andrew Wang adjourned the meeting at 7:25 p.m.

Andrew Wang  
Council President

**COMMUNICATIONS COMMITTEE**  
**April 14, 2008**  
**MINUTES**

The Communications Committee met at 5:30 pm in the Executive Conference Room. Members present: Andrew Wang, Chairman, Michael Kelly, Vice Chairman, and Christine Adams. Also present: Quinn Bennion and Jeanne Koontz.

**Minutes**

Committee members approved minutes from the February 7, 2008 meeting as submitted.

**Volunteer Photographer**

Committee Members discussed the volunteer photographer applicants. They directed staff to clarify expectations with the applicants and then interview those still interested. Expectations include: required attendance at major events and attendance at various minor events throughout the year; the city will own the photos and waivers are required for youth. Quinn Bennion said a letter of understanding will be entered into with the photographer. Committee member thought a \$1,500 stipend may be too much and asked staff to negotiate a lower price if possible.

**Update on Discussion with Overland Park and Johnson County**

Ms. Koontz reported that she and Mr. Bennion met with Kati Bernard with the City of Overland Park. Ms. Bernard is in charge of updating the website. Overland Park's website redesign is basically a \$200,000 facelift. Ms. Koontz and Mr. Bennion also met with Brett Williamson with Johnson County. Mr. Williamson is a programmer analyst and has extensive website experience. He has agreed to help with the City's RFP process and interviews. Committee members agreed to have him assist with this process.

**Website Discussion: priorities, components, process, schedule**

Ms. Adams said she would like to see more e-services included in the proposal such as: licensing and reservations. Ms. Koontz said these are covered in a later step. Committee members did not like the phase approach and suggested calling them components. They would like to present the redesign as one package to the Council. Committee members agreed to allow four weeks for vendors to respond.

**Website RFP**

Ms. Koontz said she will send out revised RFP's to committee members next week.

**Other Business**

Mr. Bennion reported that there will no longer be a Prairie Village Sun. There will only be two versions: Overland Park and Johnson County. Ryan Wilson is no longer with the Sun. One reported, Kelli Bamforth, has been assigned to all Northeast Johnson County cities.

There being no further business, the meeting adjourned at 6:30 pm.

Andrew Wang  
Chairman

**Council Members  
Mark Your Calendars  
May 5, 2008**

<b>May 2008</b>	Marearl Denning photography and ceramics exhibit in the R. G. Endres Gallery
May 9	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
May 19	City Council Meeting
May 26	City offices closed in observance of Memorial Day
<b>June 2008</b>	Steve Karol digital art exhibit in the R. G. Endres Gallery
June 2	City Council Meeting
June 13	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
June 16	City Council Meeting
<b>July 2008</b>	Senior Arts Council exhibit in the R. G. Endres Gallery
July 4	City offices closed in observance of Independence Day
July 4	VillageFest
July 7	City Council Meeting
July 11	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
July 21	City Council Meeting
<b>August 2008</b>	Venus Auxier botanical art exhibit in the R. G. Endres Gallery
August 4	City Council Meeting
August 8	Artist exhibit in the R. G. Endres Gallery 6:30 to 7:30 p.m.
August 18	City Council Meeting
<b>September 2008</b>	Images Group Show mixed media exhibit in the R. G. Endres Gallery
September 1	City offices closed in observance of Labor Day
September 2 (Tues.)	City Council Meeting
September 12	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
September 15	City Council Meeting
September 23	Shawnee Mission Fall Breakfast at the Overland Park Convention Center
<b>October 2008</b>	State of the Arts exhibit in the R. G. Endres Gallery
October 6	City Council Meeting
October 10	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
October 20	City Council Meeting
<b>November 2008</b>	Mid-America Pastel Society exhibit in the R. G. Endres Gallery
November 3	City Council Meeting
November 7	Artist reception in the R. G. Endres Gallery 6:00 to 8:00 p.m.
November 17	City Council Meeting
November 27	City offices closed in observance of Thanksgiving
November 28	City offices closed in observance of Thanksgiving
<b>December 2008</b>	Tom Wilson, Melanie Nolker & Wendy Taylor mixed media exhibit in the R. G. Endres Gallery 6:30 to 7:30 p.m.
December 1	City Council Meeting
December 5	Mayor's 2008 Holiday Party
December 12	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
December 15	City Council Meeting
December 25	City offices closed in observance of Christmas

## **COMMITTEE AGENDA**

**May 5, 2008**

### **ANIMAL CONTROL COMMITTEE**

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

### **COMMUNICATIONS COMMITTEE**

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

### **COUNCIL COMMITTEE**

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)  
COU2007-02 Consider Reducing size of Council & term limits for elected officials (assigned 1/8/2007)  
COU2007-27 Consider Project 190864 - 2008 Paving Program (assigned 3/9/2007)  
COU2007-33 Consider Project 190719: 2008 Storm Drainage Repair Program (assigned 4/11/2007)  
COU2007-35 Consider reactivation of Project 190709: 83<sup>rd</sup> Street/Delmar Drainage Improvements  
COU2007-40 Consider Code Enforcement - Interior Inspections (assigned 5/2/2007)  
COU2007-49 Consider Project 190868: Roe - 91<sup>st</sup> to Somerset Drive (assigned 6/27/2007)  
COU2007-54 Consider Project 190708: Tomahawk Road / Nall to Roe (assigned 8/26/2004)  
COU2007-62 Consider Construction of Additional Parking at Shawnee Mission East (assigned 10/12/2007)  
  
COU2007-74 Consider reactivation of Prairie Village Development Corporation (assigned 12/3/2007)  
COU2008-01 Consider Project SP105: 2008 Crack Seal/Slurry Seal Program (assigned 12/31/2007)  
COU2008-02 Consider Project SP107: 2008 Street Repair Program (assigned 12/31/2007)  
COU2008-03 Consider Project 191022: 2008 Concrete Repair Program (assigned 12/31/2007)  
COU2008-16 Consider Project 190864: 2008 Street Resurfacing Program, Project 190868: Roe Avenue - 91<sup>st</sup> Street to Somerset Drive (CARS) and Project 190863: SME High School Parking lot expansion (assigned 2/12/2008)  
  
COU2008-19 Consider Interlocal Agreement for Johnson County Transportation Cooperation Council (TCC) (assigned 2/14/2008)  
COU2008-21 Consider Project 190865:2009 CARS - Roe Avenue Resurfacing from Somerset Drive to 83<sup>rd</sup> Street (assigned 2/26/2008)  
COU2008-22 Consider Project 190890: 2009 Street Resurfacing Program (assigned 2/26/2008)  
COU2008-25 Consider Project 190871: Mission Lane Bridge Replacement (assigned 2/27/2008)  
COU2008-27 Consider Project 190864: 2008 Paving Program, Project 190868: CARS Program on Roe Avenue and Project 190719: Storm Drainage Repair Program (assigned 2/27/2008)  
COU2008-29 Discussion of Cell Tower Regulations (assigned 3/19/2008)  
COU2008-31 Consider Project 190721: 2008 Storm Drainage Repair Program Design Agreement (assigned 3/31/2008)  
COU2008-33 Consider Project 190708: Tomahawk Road Storm Drainage Improvements Construction Administration Change Order #1 (Final) (assigned 4/28/2008)  
COU2008-34 Consider recommendation from the Smoke-Free Task Force regarding the City's Smoking Ordinance (assigned 4/30/2008)

### **PARKS AND RECREATION COMMITTEE**

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

**PLANNING COMMISSION**

- PC2000-02 Consider Meadowbrook Country Club as a golf course or public open space - Do not permit redevelopment for non-recreational uses (assigned Strategic Plan 2<sup>nd</sup> Qtr 2001)
- PC2007-01 Study City zoning regulations to address those items identified by the Village Vision Strategic Investment Plan in 2007 (assigned 8/20/2007)
- PC2008-01 Consider Cell Tower Policy (assigned 3/19/2008)

**PRAIRIE VILLAGE ARTS COUNCIL**

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