

City Council Meeting

March 24, 2007

7:30 p.m.



**Dinner will be provided by:
Dragon Inn**

**Chicken with cashew nuts
Shrimp and seasonal vegetables
Sweet and sour pork
Steamed vegetables**

COUNCIL COMMITTEE
March 24, 2008
6:00 p.m.
Council Chamber

ANDREW WANG, COUNCIL PRESIDENT

AGENDA

CONSENT AGENDA

*COU2008-30 Consider approval of transfer from General Fund Contingency for replacement of UPS system on the Radio Tower.

AGENDA ITEMS FOR DISCUSSION

COU2008-28 Consider Lease of Multi-functional Office Equipment
Dennis Enslinger

COU2008-29 Discussion of Cell Tower Regulations
Dennis Enslinger and Ron Williamson

COU2008-08 Update on Storm Drainage Utility Concept
Bob Pryzby

COU2007-79 Code Red Update
Tim Kobe

COU2007-51 Village Vision

*Council Action Requested the Same Evening



POLICE DEPARTMENT

Council Committee Meeting Date: March 24, 2008

Council Meeting Date: March 24, 2008

COU2008-30

Consider Method of Payment for Radio System Repairs

RECOMMENDATION

Staff recommends the City Council approve the use of contingency funds to pay for emergency repairs/replacement of the uninterrupted power supply (UPS) to the Police Department's radio system. The Department estimates the repair will cost approximately \$21,000.

COUNCIL ACTION REQUESTED ON MARCH 24, 2008

SUGGESTED MOTION

Authorize the Finance Director to allocate Contingency Funds to pay for emergency repairs to the uninterrupted power supply (UPS) system - a critical component of the Police Department's radio system.

BACKGROUND

The UPS is a critical component in the daily operation of the radio system. In brief, the system filters electricity and is also a temporary backup power source in the event the radio system loses power. The preliminary inspection has determined the system cannot be repaired and needs to be replaced. The Department has received one estimate and is hopeful a second company will also be able to provide a competitive bid. This component is considered a specialty item and with limited availability of vendors. It is very possible the failure could be attributed to the previous lightening strike(s); however, the exact reason for the failure will likely be unknown.

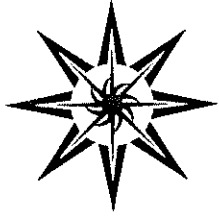
FUNDING SOURCE CONTINGENCY FUNDS

PREPARED BY

Wes Jordan

Chief of Police

Date: March 19, 2008



CITY CLERK DEPARTMENT

Council Committee Meeting Date: March 24, 2008

Council Meeting Date: April 7, 2008

COU2008-28 Consider lease of multi-functional office equipment

RECOMMENDATION

Recommend the City Council approve an agreement with Imagequest for the lease of three multi-functional copier/scanner/fax/printer units for the administration area.

BACKGROUND

The Codes Department had budgeted funds for the replacement of a copy machine located in their office area in 2008. Staff secured proposals from area vendors and selected a copier. When the request was reviewed by the City Administrator, he asked that an evaluation of the entire copy/printing organization for the administrative offices be conducted. Four vendors were asked to submit proposals for reorganization of the city printing/copying services with the goal of greater efficiency and potential cost savings.

Currently, the administrative offices have three black & white copiers, two fax machines, two scanners, two color printers and 11 printers. The high-volume copier and a color printer are currently being leased by the City Clerk's office. The other units have all been purchased from varying vendors. Four different proposals were received for reconfiguring and networking office equipment. An analysis of the four options presented is attached.

Staff has reviewed all options and recommends approval of the proposal submitted by Imagequest. This proposal provides the following advantages:

- Retains newly purchased and independent printers needed for special uses, while providing maintenance and supplies.
- Provides a multi-functional unit for municipal court replacing their existing fax & printer, while providing a copier within their secure workplace.
- Provides a multi-functional scanner/copier/fax/printer for the Codes area with the ability to scan & copy 11" x 17" plans.
- Retains specialized check printer in accounting area.
- Provides multi-functional color copier/scanner/printer in City Clerk area. Color copying/printing service will be networked and available to all departments with color use limitations set by Department Heads. Color copies are less expensive than color printing.

- Current lease buy-out for high-volume copier and cost to return unit to vendor will be paid in full by Imagequest.
- All units will be networked and available to all personnel. Units will have capability to scan in color, (a feature currently not available). All units have ability to print, copy, scan in duplex.

The City Attorney has reviewed and approved the proposed lease.

FINANCIAL IMPACT

Currently, the City Clerk's budget covers the large copier/scanner used by all departments, the color printers and the printers, fax machines and copiers located in the City Clerk's Offices and Reception area. Codes, Court and Accounting cover the cost of supplies and maintenance for units in their departments.

Based on use data supplied by the City for maintenance, supplies and equipment, the current monthly cost for printing/faxing/scanning/copying services is \$1207.05. The projected costs under the recommended proposal would be \$997.54 per month. Installation in April, would result in an expenditure of \$9,036.96.

Funds are available to implement the change in 2008; however, the current funds budgeted independently by other departments would need to be transferred to the City Clerk's budget to cover the cost of the new lease, which includes all maintenance and supplies except paper & staples.

The proposal breaks out the cost by the three primary departments, (Codes, Municipal Court & City Clerk) and these figures can be used for budgeting in 2009 or the budget costs can be centralized under the City Clerk.

Individual proposals available for review if desired by Council.

ATTACHMENTS

Proposed Lease Agreement

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: March 13, 2008



Rental Agreement Service Terms and Conditions

Customer _____	Meter Read Contact _____
Address _____	Contact email _____
City _____ State _____ Zip _____	
Phone _____	
Fax _____	

The following items are included and excluded as marked below

ITEMS INCLUDED				
Service	X	Color Fuser Kits	X	
Labor	X	Color Drum Kits	X	
Black Toner	X	Black & White Fuser Kits	X	
Color Toner	X	Black & White Drum Kits	X	
Fuser Oil	X	Duplicator Ink		
Waste Toner Bottle	X	Duplicator Masters		

ITEMS EXCLUDED				
Paper & Media	X	Fuser Oil		
Staples	X	Waste Toner Bottle		
Network Support	X	Color Fuser Kits		
Service		Color Drum Kits		
Parts		Black & White Fuser Kits		
Labor		Black & White Drum Kits		
Black Toner		Duplicator Ink	X	
		Duplicator Masters	X	

Scanner Coverage

Scanner - \$0.25 per page

This covers the cost of increased document feeder parts replacement as well as the scanner hardware. This will be billed as checked. If not checked it will be billed annually Monthly Quarterly Annually

Scanner coverage is required if you have a scanner.

Zero Based Color Coverage YES NO

If you have a zero based color plan the monthly base service cost is \$ _____ PER MONTH. THIS DOES NOT INCLUDE ANY PAGE COUNT AS THIS WILL BE BILLED MONTHLY ON ACTUAL VOLUME

1. We will provide Preventative Maintenance Calls on equipment or accessories described above in conjunction with regular service calls.
2. Service calls under this agreement will be made during OUR normal business hours. Monday through Friday 8-5. After hours service if performed due to emergency will be billed at triple OUR normal hourly service charge rate
3. During the term of this agreement, WE will provide without charge, all replacement parts which have been worn or broken through normal use unless they are noted as excluded on the front of the agreement. Installation of accessories, attachments and other devices after the initial agreed upon installation are not included in this agreement. Replacement of exterior doors and/or panels is excluded from this agreement. Damage caused by operators to photoconductors, drums, toner cartridges, supply items and rollers is not covered under this agreement. Service calls required due to improper throughput materials being run through the systems (including improper labels) are not covered and will be billed for parts & labor. Printers and connected copiers & faxes include the initial setup of print drivers. If YOU add additional work-stations or make changes to YOUR network which result in the need for US to reinstall drivers and/or reconfigure YOUR connected equipment this will result in a charge call for the time of the call at OUR prevailing network support hourly rate.
4. Relocation of equipment after the initial installation is not covered under the agreement. If you would like US to relocate the equipment WE will provide you a quote for these services. Service calls caused by YOU moving the equipment are not covered under this agreement and will be handled on a charge basis.
5. YOU shall provide US free access to the equipment and adequate space to perform necessary service. YOU shall provide equipment key operators for instruction in the use of the equipment and performance of normal operator functions. Normal operator functions as described in the manufacturer's operator manual should be performed by YOU. If YOU request US to do these functions this will be a charge call.
6. Certain equipment must be installed according to specific requirements in terms of space, electrical and environmental conditions. Installation requirements are defined in the Equipment Operators Manual. YOU shall ensure that the equipment is placed in an area that conforms to these requirements. Failure to adhere to these requirements will adversely affect the equipment and will result in additional charges to YOU.
7. YOU will provide US with true and accurate page count readings in a timely manner. YOU will be responsible to maintain adequate supplies for the equipment on your premises and provide us sufficient lead-time to deliver replenishments.
8. Due to the sensitive nature of color laser and color copier technology we cannot assure acceptable color page and print quality unless original equipment manufacturer (OEM) supplies are used. We will not warranty or provide service if you buy recharge cartridges on color equipment. Any service calls caused due to NON OEM supplies will be a charge call for parts & labor. Use only supplies provided by US in color equipment.
9. This Agreement will not apply to service made necessary by accident, acts of God, terrorism, improper electrical service, misuse, abuse, neglect, theft, vandalism, electrical power failure, fire, lightning, water or other casualty, or to repairs made necessary as a result of either service by personnel other than imageQUEST, Inc. or the use of supplies or parts not meeting the manufacturers specifications. imageQUEST, Inc. will charge customer for repairs and parts, due to the foregoing, at the rate in effect when such service work is performed.
10. If toner is included in this agreement the cost of toner was computed by using the manufacturers estimate for the toner yield for each piece of equipment and estimating 7.5% coverage for black & white and 35% coverage for color, if color equipment is included. If your toner usage is above these levels WE reserve the right to increase the cost of the agreement to reflect the increased cost of toner usage. A monthly supply delivery & handling fee will be charged on each invoice.
11. If YOU make software, computer or network changes after the equipment is installed it is YOUR responsibility to ensure the new software, computer or network is backwards compatible with YOUR equipment on this agreement. Any service or updates, software or hardware, that we perform due to this issue will be a charge for time and material.
12. Page count is computed per 8.5 x 11 page. Any page smaller than 8.5 x 11 counts as 1 page. 8.5 x 11 counts as 1 page. 8.5 x 14 counts as 1 page. 11 x 17 counts as 2 pages. 2 sided copies double the page count. The page count occurs with all printed pages whether copies, prints or faxes.

CUSTOMER APPROVAL	Signature _____	Date _____
	<input checked="" type="checkbox"/> Print Name _____	
	Title _____	
	Legal Name of Company _____	



Rental Agreement

CUSTOMER INFORMATION	Full Legal Name	Phone Number with Area Code	
	Address	Billing Address if Different	Fax Number with Area Code
	Federal Tax I.D. Number	Purchase Order Reference Number	
	Send invoice to Attention of:	DBA Name (if any)	

Make/Model/Accessories	Base Monthly Rental	Monthly Page Allowance BLACK AND WHITE	Cost-Per-Page Additional Pages BLACK AND WHITE	Monthly Page Allowance COLOR	Cost-Per-Page Additional Pages COLOR	Meter Reading Frequency
1. _____	_____	_____	_____	_____	_____	<input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually
2. _____	_____	_____	_____	_____	_____	<input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually
3. _____	_____	_____	_____	_____	_____	<input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually
4. _____	_____	_____	_____	_____	_____	<input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually

BILLING PREFERENCE: Each unit invoiced separately (include all billing locations on Information Schedule) All units on one invoice (with individual unit reports) Each unit invoiced separately to one billing location

FOR ADDITIONAL UNITS ATTACH SCHEDULE A

Make/Model/Accessories	Initial Meter Reading	Make/Model/Accessories	Initial Meter Reading
1. Xerox WC 7385		4. Xerox WC m20i X	
2. Xerox WC 5050		5.	
3. Xerox WC m20i		6.	

Base Monthly Rental	Monthly Page Allowance	Cost-Per-Page Additional Pages	Meter Reading Frequency
\$947.54	BLACK AND WHITE	28450	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually
\$1190.75	COLOR	1450	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually

ALL UNITS LISTED ABOVE ARE CONSOLIDATED UNDER THIS PLAN
BILLING PREFERENCE:
 Consolidated units with individual meter option above on one invoice
 Consolidated units separate from individual meter option above

FOR ADDITIONAL UNITS ATTACH SCHEDULE A

Term in Months	First Rental Payment	(PLUS)	Security Deposit	(PLUS)	Sales Tax	(EQUALS)	Total Payment Enclosed
63		+		+		=	

SALES TAX OPTIONS

Each payment is subject to sales tax of _____ % or amounts or percentages that may be in effect by location.

Exempt - Exemption Certificate Attached.

CUSTOMER SIGNATURE

YOU AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT, AND IN ANY ATTACHMENTS TO SAME (ALL OF WHICH ARE INCLUDED BY REFERENCE) AND BECOME PART OF THIS AGREEMENT. YOU ACKNOWLEDGE TO HAVE READ AND AGREE TO ALL THE TERMS AND CONDITIONS AND UNDERSTAND THAT THIS IS A NON-CANCELABLE AGREEMENT FOR THE FULL TERM SHOWN ABOVE.

You acknowledge that the rented equipment is: NEW USED

Signature: X _____ Date: _____

Print Name: _____ Title: _____

For: _____ Legal Name of Corporation or Partnership

DELIVERY AND ACCEPTANCE

You acknowledge that the Equipment set forth above has been received, has been put in use, is in good working order and is satisfactory and acceptable.

Signature: _____ Date: _____

X _____

Print Name: _____ Title: _____

For: _____ Legal Name of Corporation or Partnership

GUARANTY

TO INDUCE OWNER TO ENTER INTO THE WITHIN RENTAL AGREEMENT, THE UNDERSIGNED UNCONDITIONALLY GUARANTEES TO OWNER THE PROMPT PAYMENT WHEN DUE, OF ALL OF CUSTOMER'S OBLIGATIONS TO OWNER UNDER THE AGREEMENT. OWNER SHALL NOT BE REQUIRED TO PROCEED AGAINST CUSTOMER OR THE EQUIPMENT OR ENFORCE ANY OTHER REMEDY BEFORE PROCEEDING AGAINST THE UNDERSIGNED. THE UNDERSIGNED WAIVES NOTICE OF ACCEPTANCE HEREOF AND ALL OTHER NOTICES OR DEMAND OF ANY KIND TO WHICH THE UNDERSIGNED MAY BE ENTITLED. THE UNDERSIGNED CONSENTS TO ANY EXTENSIONS OR MODIFICATION GRANTED TO CUSTOMER AND THE RELEASE AND/OR COMPROMISE OF ANY OBLIGATIONS OF CUSTOMER OR ANY OTHER OBLIGORS AND GUARANTORS WITHOUT IN ANY WAY RELEASING THE UNDERSIGNED FROM HIS OR HER OBLIGATIONS HEREUNDER. THIS IS A CONTINUING GUARANTEE AND SHALL NOT BE DISCHARGED OR AFFECTED BY DEATH OF THE UNDERSIGNED, SHALL BIND THE HEIRS, ADMINISTRATORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF UNDERSIGNED AND MAY BE ENFORCED BY OR FOR THE BENEFIT OF ANY ASSIGNEE OR SUCCESSOR OF OWNER. THIS GUARANTY IS GOVERNED BY AND CONSTITUTED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS AND THE UNDERSIGNED CONSENTS TO JURISDICTION IN ANY STATE OR FEDERAL COURT IN KANSAS.

Signature: X _____	Date: _____	Signature: X _____	Date: _____
Print Name: _____		Print Name: _____	
Home Address: _____		Home Address: _____	
Social Security Number: _____	Phone: _____	Social Security Number: _____	Phone: _____

RENTAL TERMS AND CONDITIONS

The words YOU and YOUR mean the Customer. The words WE, US, and OUR refer to the owner of the Equipment.

1. RENTAL AGREEMENT ("AGREEMENT"): WE agree to rent to YOU and YOU agree to rent from US the Equipment listed in the "Individual Meter Option" and/or "Consolidated Billing Option" section of this Agreement and/or in any attached schedules ("Equipment"). YOU promise to pay US the Base Monthly Rental ("Rental Payment") stated on the face of this Agreement, plus the Cost-Per-Page Additional Pages ("Additional Page Charge") on pages in excess of the Monthly Page Allowance. The Additional Page Charges will be invoiced at the end of each meter reading period set forth on the face of this Agreement. YOU authorize US to insert in this Agreement the serial numbers of the Equipment when WE so determine them.

2. NON-DELIVERY CHARGE: Once YOU sign this Agreement WE will order the Equipment and begin the set-up and delivery process. WE will incur cost for administration, freight, handling and set-up. If YOU cancel this order prior to installation YOU will be charged a fee to cover administrative costs as well as a restocking fee charged to US by the manufacturer. The fee assessed will be an amount equal to the sum of twelve (12) monthly minimum Rental Payments.

3. TERM: This Agreement goes into effect on the date YOU sign the Delivery and Acceptance Form ("Effective Date"). The term of the Agreement begins on a date designated by US during the month of the Effective Date or on the first day of the month following the Effective Date ("Commencement Date") and continues for the number of months designated as "Term in Months" on the face of this Agreement. WE will apply the first Rental Payment to the first month of the term on the Commencement Date or any later date designated by US. The second Rental Payment is due on the date set forth in the invoice with subsequent payments due on the same day of each successive month thereafter until the balance of the Rental Payments and any additional Rental Payments or expenses chargeable to YOU under this Agreement have been paid in full. In addition, YOU agree to pay an interim Rental Payment in the amount of one-thirtieth (1/30th) of the Rental Payment for each day from and including the Effective Date until the day preceding the Commencement Date.

YOU agree to provide accurate and timely meter readings on the forms or other alternative means specified by US. If meter readings are not received in a timely manner, charges may be estimated by US. YOUR obligation to pay the Rental Payments and other obligations hereunder shall be absolute and unconditional. This Agreement is NON-CANCELABLE.

WE have the right to increase the Rental Payment and the Additional Page Charge on an annual basis, in an amount not to exceed ten percent (10%) of the Rental Payment or the Additional Page Charge in effect at the end of the prior annual period.

4. LATE CHARGES/DOCUMENTATION FEES: Whenever any Rental Payment or Additional Page Charge is not made when due, YOU agree to pay US, within one month, a late charge of five percent (5%) for each delayed payment, but only to the extent permitted by law. YOU agree to pay US a fee of \$59.95 plus 1/10th of one percent (1%) of the original Equipment cost in excess of \$50,000.00 to reimburse OUR expenses for preparing financing statements and other documentation costs. If the Equipment is located in more than one location, YOU agree to pay US an additional fee of \$10.00 for each additional filing required for each additional location.

5. USE, MAINTENANCE, REPAIR, SUPPLIES AND WARRANTIES: YOU have selected the Equipment and the related maintenance program and supplies as described in a separate maintenance agreement with the Equipment dealer ("Dealer"). We are not the manufacturer of the Equipment and WE are renting the Equipment to YOU "AS-IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT OR THE EQUIPMENT. WE transfer to YOU for the term of this Agreement all warranties, if any, made by manufacturer.

YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS AGREEMENT AND EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS AGREEMENT OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF ANY UNIT OF EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THIS AGREEMENT SHALL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE DEALER OR THE EQUIPMENT MANUFACTURER.

6. TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION: WE will have title to the Equipment. If this Agreement is deemed to be a security agreement, you grant us a purchase money security interest in the Equipment and all proceeds therefrom. YOU have the right to use the Equipment for the full term provided YOU comply with the terms and conditions of this Agreement. The Equipment is personal property even though the Equipment may become attached to any real estate. YOU agree not to permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. WE also have the right, at reasonable times, to inspect the Equipment.

7. ASSIGNMENT: YOU AGREE NOT TO TRANSFER, SELL, SUBRENT, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT. WE may sell, assign or transfer this Agreement. YOU agree that if WE sell, assign or transfer this Agreement, the new owner will have the same rights and benefits that WE have now and will not have to perform any of OUR obligations. YOU agree that the right of the new owner will not be subject to any claims, defenses, or set-offs that YOU may have against US or the Dealer.

8. REDELIVERY AND RENEWAL: Upon at least ninety (90), but not more than (150), days written notice to US prior to the expiration of the initial term of this Agreement, YOU shall advise US of YOUR intention to return the Equipment to US at the end of the initial term of this Agreement. Provided YOU have given such timely notice, YOU shall return the Equipment, freight and insurance prepaid, to US in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by US. If YOU do fail to so notify US, or having notified US, YOU fail to return the Equipment as provided herein, this Agreement shall renew for additional terms of twelve (12) months each with Rental Payments and Additional Page Charges equal to 100% of the Rental Payments and Additional Page Charges at the expiration of the initial term of this agreement.

9. LOSS OR DAMAGE: YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Agreement.

10. INDEMNITY: WE are not responsible for any losses or injuries caused by the installation or use of the Equipment. YOU agree to reimburse US for and to defend US against any claim for losses or injuries caused by the Equipment.

11. TAXES: YOU agree to pay all license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of the Rental Payment or as billed by US. YOU agree that if WE pay any taxes or charges on YOUR behalf, YOU shall reimburse US for all such payments and shall pay US interest and a late charge (as calculated in Section 4) on such payments with the next Rental Payment, plus reasonable costs incurred in collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. YOU agree that WE have the right each year to estimate the yearly personal property taxes that will be due for the Equipment and that YOU will pay us 1/12th of the estimated taxes on each Rental Payment. If YOU are in default of the Agreement WE may begin to bill YOU for personal property taxes each month.

12. INSURANCE: During the term of this Agreement, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU shall also obtain and maintain for the term of this Agreement, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence for bodily injury and \$50,000 for property damage. WE shall be the sole named loss payee on the property insurance and shall be named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and shall deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance, and add an insurance fee to the amount due from you, on which we make a profit.

13. DEFAULT: YOU are in default of this Agreement if any of the following occurs: (a) YOU fail to pay any Rental Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Agreement, or any other agreement with US; (c) YOU, any partner or any guarantor dies, YOU become insolvent or unable to pay YOUR debts when due; YOU stop doing business as a going concern; YOU merge, consolidate, transfer all or substantially all of YOUR assets; YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition; or (d) YOU, any guarantor or any partner, shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator shall be appointed of it or a substantial part of its assets.

14. REMEDIES: WE have the following remedies if a default should occur:

a. Upon written notice, declare the entire balance of the unpaid Rental Payments for the full term immediately due and payable, sue for and receive all Rental Payments and any other payments then accrued or accelerated under this Agreement or any other Agreement plus the estimated fair market value of the Equipment at the end of the originally scheduled Term, however, all accelerated Rental Payments and the estimated fair market value of the Equipment shall be discounted to the date of the default at six percent (6%) per year, but only to the extent permitted by law;

b. Charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law;

c. Charge YOU a return-check or non-sufficient funds charge ("NSF Charge") OF \$25.00 for a check that is returned for any reason;

d. Withhold providing services and/or supplies; and

e. Require that YOU return the Equipment to US and in the event YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment shall not constitute a termination of this Agreement unless WE expressly notify YOU in writing. In the event the Equipment is returned or repossessed by US and unless WE have terminated this Agreement, WE will sell or re-rent the Equipment to such persons and upon such terms as WE may determine, at one or more public or private sales and with or without notice to YOU and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess being retained by YOU. The credit for any sums to be received by US from any such rental shall be discounted to the date of the rental agreement at six percent (6%) per year.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

15. SECURITY DEPOSIT: WE will retain any required security deposit as security for YOUR performance of YOUR obligations. Any security deposit is non-interest bearing. WE may apply any security deposit to cure any default by YOU, in which event YOU will promptly restore any amount so applied. If YOU are not in default, any security deposit will be returned to YOU at the termination of this Agreement.

16. WARRANTY OF BUSINESS PURPOSE: YOU hereby warrant and represent that the Equipment will be used for business purposes, and not for personal, family or household purposes.

17. UCC FILINGS AND FINANCIAL STATEMENTS: YOU authorize US to file a financing statement with respect to the Equipment and grant US the right to sign such financing statement on YOUR behalf. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

18. UCC-ARTICLE 2A PROVISIONS: YOU agree that this Agreement is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted by Sections 2A-508 through 2A-522 of the UCC.

19. CHOICE OF LAW: This Agreement has been made in Wichita, Kansas and, except for local filing requirements, is governed by and construed in accordance with the laws of the State of Kansas. YOU consent to and agree that personal jurisdiction over YOU and subject matter jurisdiction over the Equipment may at our option be with the courts of the State of Kansas, with respect to any provision of this Agreement.

20. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS: This Agreement contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Agreement. It is further agreed that the rights and remedies of the parties are governed by this Agreement.

21. COPIES OF AGREEMENTS: If you need copies of this Agreement after signing they can be provided for a \$25.00 fee to cover our administrative costs.

OWNER ACCEPTANCE	Signature	Date
	X	
	Print Name	Title
	For imageQUEST, Inc.	

041M004

Addendum to Rental Agreement dated _____, 2008 between imageQUEST, Inc. ("Vendor") and the City of Prairie Village, Kansas ("City"):

The notice address and phone number of Vendor is:

_____.

Notwithstanding anything contained in this Agreement to the contrary, its is understood and agreed by the parties hereto that the City is obligated only to make payments under this Agreement from funds budgeted and appropriated for the purposes set forth in this Agreement during the City's then current budget year (i.e. January 1 through December 31). In the event the City does not so budget and appropriate funds in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty under this Agreement. The City agrees to notify Vendor of such termination at least 60 days prior to the end of the City's then current budget year.

Unless earlier terminated, or renewed as provided in the Agreement, the Agreement will terminate on _____, 2013. Upon termination, Vendor will, at Vendor's sole cost and expense, pick up the Equipment.

Any indemnity obligations of City shall be enforceable only to the extent permitted by law.

Dated _____, 2008.

City of Prairie Village Kansas:

imageQuest, Inc.

Mayor

Printed Name:

Printed Title:

Attest:

City Clerk



BWR | Right in the Center

MEMORANDUM

TO: Prairie Village City Council
FROM: Dennis Enslinger, Assistant City Administrator and
Ron Williamson, BWR, Planning Consultant
SUBJECT: Cell Towers
DATE: March 24, 2008 **Project #: 2008-0024.01.0001**

This is a three-part memorandum. The first part addresses the history of Prairie Village regulatory procedures, the second part compares the Prairie Village Requirements with the neighboring cities, and the third part summarizes the options regarding potential changes.

Part I History of Prairie Village Regulatory Procedures and Their Development

In 1995, the City did a major update and revision of the Zoning Ordinance and created the category of "Conditional Use" in the ordinance. Conditional Use Permits are approved by the Planning Commission and do not go to the City Council for approval. At that time, towers were included in the Conditional Use Chapter as follows:

- D. Satellite dish antennas, wind driven devices and transmitting and receiving antennas and towers;

In 1996 the tower at 90th and Roe, the Fire Station and the first installation at St. Ann's Church were approved as Conditional Use Permits.

The installation of cell towers and wireless communication facilities picked up momentum at this time and Mid-America Regional Council (MARC) created a study committee to address this new and growing industry. The City Council passed a moratorium on filing applications until such time as MARC completed its study and the City could evaluate its regulations.

To a great extent, the 1996 Telecommunications Act specifically protects local zoning authority over the placement of cellular towers. At the same time, however, the law places some new federal restrictions on that authority. If local zoning requirements satisfy certain conditions, nothing in the 1996 Telecommunications Act limits or affects the zoning authority of local governments over the placement, construction, and modification of wireless telecommunications facilities. In order to maintain their zoning authority over wireless telecommunications facilities, local governments must satisfy five conditions.

- 1. Local zoning requirements may not unreasonably discriminate among wireless telecommunications providers that compete against one another.**

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- 2. Local zoning requirements may not prohibit or have the effect of prohibiting the provision of wireless telecommunications service.**
- 3. A local government must act within a reasonable period of time on requests for permission to place or construct wireless telecommunications facilities.**
- 4. Any city or county council or zoning board decision denying a request for permission to install or construct wireless telecommunications facilities must be in writing and must be based on evidence in a written record before the council or board.**
- 5. If a wireless telecommunications facility meets technical emissions standards set by the FCC, it is presumed safe. A local government may not deny a request to construct a facility on grounds that its radiofrequency emissions would be harmful to the environment or the health of residents if those emissions meet FCC standards.**

Based upon the MARC study and the 1996 Telecommunications Act, the Planning Commission studied wireless communications installations for several months and held a public hearing on December 10, 1996. During the study process, four major issues were identified:

A. Should the requirements for wireless communication towers be a policy or ordinance?

It was pointed out that there are advantages and disadvantages to either approach and both can probably work equally well. The advantages of the policy approach is that it allows for quicker and easier changing of the requirements as this technology emerges and therefore can be more responsive. The major disadvantage of course, is that a policy is not as rigid as an ordinance, can be easily changed and therefore is more subjective. The adoption of the requirements in ordinance form may result in requests for variances or future regulation amendments in order to meet the needs of the changing communication industry and/or the city.

The Planning Commission felt that a policy provided them with more flexibility in addressing a rapidly changing industry and unanimously recommended a policy rather than an ordinance.

After an in-depth discussion, the City Council unanimously approved the policy approach over the ordinance.

B. Should the procedure for approving wireless communication towers remain as a conditional use or should it be changed to a special use permit which requires City Council approval?

The procedures were reviewed. Conditional uses are approved by the Planning Commission after a public hearing has been held and neighbors have been notified. The Planning Commission can establish whatever conditions it feels are appropriate in order for the use to be compatible with the local area. The Special Use Permit procedure is the same for the Planning Commission except that the Planning Commission recommends to the City Council who makes the final decision. This increases the approval time thirty to forty-five days.

The Planning Commission discussed this issue and recommended the Conditional Use Permit Procedure to the City Council.

The City Council discussed this issue and determined that the Council should have final approval.

The Council passed Ordinance No. 1909 on January 6, 1997 adding Wireless Communication towers to the Special Use Permit Chapter and accepted the adopted Policy of the Planning Commission.

Based upon Ordinance No. 1909, Section 19.28.070 of the Prairie Village Municipal Code entitled "Specifically Listed Special Use Permits" was amended by adding Subsection S to read as follows:

- S. Wireless Communications Towers and antennas constructed or installed for use by commercial carriers

C. What information should the applicant submit at the time of application?

The Planning Commission recommended the following information be submitted with the application and the City Council accepted that recommendation. These submission requirements have been incorporated into "Planning Commission Policy for the Approval of Wireless Communication Towers" adopted December 10, 1996.

1. A study comparing all potential sites within an approximate 1/2 mile radius of the proposed application area. The study shall include the location and capacity of existing towers, potential surrounding sites, a discussion of the ability or inability of the tower site to host a communications facility and reasons why certain sites were excluded from consideration. The study must demonstrate to the City's satisfaction that alternative tower sites are not available due to a variety of constraints. It must also contain a statement explaining the need for the facility in order to maintain the system and include a map showing the service area of the proposed, as well as, any other existing and proposed towers.

If the use of current towers is unavailable, a reason or reasons specifying why they are unavailable needs to be set out and may include one or more of the following: refusal by current tower owner; topographical limitations; adjacent impediments blocking transmission; site limitations to tower construction; technical limitations of the system; equipment exceeds structural capacity of facility or tower; no space on existing facility or tower; other limiting factors rendering existing facilities or towers unusable.

2. A photo simulation of the proposed facility as viewed from the adjacent residential properties and public rights of way.
3. A signed statement indicating the applicant's intention to share space on the tower with other providers.
4. A copy of the lease between the applicant and the land owner containing the following provisions:
 - a. The land owner and the applicant shall have the ability to enter into leases with other carriers for co-location.
 - b. The land owner shall be responsible for the removal of the communications tower facility in the event that the lease holder fails to remove it upon abandonment.
5. A site plan prepared in accordance with Chapter 19.32 Site Plan Approval.
6. Description of the transmission medium that will be used by the applicant to offer or to provide services and proof that applicant will meet all federal, state and city regulations and laws, including but not limited to FCC regulations.
7. Description of services that will be offered or provided by the applicant over its existing or proposed facilities including what services or facilities the applicant will offer or make available to the City and other public, educational and governmental institutions.

8. Indication of the specific trees, structures, improvements, facilities and obstructions, if any, that the applicant proposed to temporarily or permanently remove or relocate.
9. Preliminary construction schedule including completion dates.
10. Sufficient detail to establish the applicant's technical qualifications, experience and expertise regarding communications or utility facilities and services described in the application.
11. Information to establish the applicant has obtained all other government approvals and permits to construct and operate communications facilities, including but not limited to approvals by the Kansas Corporation Commission.
12. Any other relevant information requested by City staff.
13. An application fee. The applicant must agree to and reimburse the City for all costs related to the application for franchise to use or to occupy the public right-of-way including any legal, financial or administrative activities. Such application fee shall not be charged against the regular compensation to be paid to the City.
14. Copies of letters sent to other wireless communication providers notifying them of the proposed request and inquiring of their interest to co-locate.

D. What standard conditions should be considered on the approval process?

The Planning Commission recommended the following list of conditions be considered and the City Council accepted that recommendation. These conditions have been incorporated into "Planning Commission Policy for the Approval of Wireless Communication Towers" adopted December 10, 1996.

The Planning Commission will consider and may require any or all of the following conditions to be a part of the approval of the Conditional or Special use Permit:

1. The initial approval of the special use permit shall be for a maximum of five years. At the end of the five year period, the applicant shall resubmit the application to the Planning Commission and shall demonstrate to the satisfaction of the Planning Commission that a good faith effort has been made to cooperate with other providers to establish co-location at the tower site, that a need still exists for the tower, and that all the conditions of approval have been met. The application may then be extended for an additional five years.
2. All towers shall maintain a hot dipped galvanized finish, and shall be a mono-pole design unless otherwise approved by the Planning Commission.
3. Communication towers may be only illuminated if required by the Federal Communications Commission and/or the Federal Aviation Administration. Security lighting around the base of the tower may be installed provided that no light is directed toward an adjacent residential property.
4. The maximum height for a wireless communication tower shall be 150 feet plus a lightning rod not exceeding ten feet (10') unless otherwise approved by the Planning Commission.
5. Any tower that is not operated for a continuous period of six months shall be considered abandoned and the owner of such tower shall remove the same within 90 days after receiving notice from the city. If the tower is not removed within that 90 day period, the governing body may order the tower removed or may authorize the removal of such tower at the owner's expense. The applicant shall submit a bond to the city in an amount adequate to cover the cost of tower removal and the restoration of the site.

The City may, at its option, claim the abandoned tower for its own use, instead of having it removed and the City may sell or lease the tower to other companies or use it for its own needs. If the City chooses this option, it shall release the applicant's bond.

6. That plans for the tower shall be prepared and sealed by a structural engineer. Construction observation shall be provided by the design engineer provided that said engineer is not an employee of the tower's owner. If the design engineer is an employee of the owner, an independent engineer will be required to perform construction observation.
7. Adequate screening of the equipment cabinets located at the tower base shall be provided by a solid or semi-solid wall or fence. All equipment cabinets shall be adequately secured to prevent access by other than authorized personnel.
8. Adequate landscaping shall be provided at the base of the tower.
9. The applicant shall have a structural inspection of the tower performed by a licensed professional engineer prior to every five year renewal and submit it as a part of the renewal application.
10. Any permit granted, which is found not to be in compliance with the terms of the Special Use Permit, will become null and void within ninety days of notification of noncompliance unless the noncompliance is corrected. If the Special Use Permit becomes null and void, the applicant will remove the towers and all appurtenances and restore the site to its original condition.

In addition to this Policy, the Planning Commission and City Council must consider nine factors and make a finding of facts before making a recommendation or decision on a Special Use Permit. Also a site plan is required in accordance with Chapter 19.32 SITE PLAN APPROVAL and there are seven standards the Planning Commission must consider in approving or disapproving a site plan.

Part II Comparison of Existing Ordinance and Policy Provisions with Surrounding Communities

Most surrounding municipalities address wireless communication towers in a similar manner by requiring a Special Use Permit (Planning Commission and City Council review) for the initial tower construction and then may allow for modifications such as co-location through Planning Commission or administrative approval.

In addition, all municipalities have established submittal material requirements, review criteria and standards when considering the approval of a wireless communication tower. Most communities have adopted ordinance provisions rather than adopting a policy to address the submittal material requirements, review criteria and/or any specific standards related to the design and/or placement of such towers.

In general, the submittal material requirements and review criteria for surrounding communities and those adopted by Prairie Village are very similar. The main difference between surrounding communities' ordinance provisions and the city's adopted ordinance provision and policy are the specific standards related to the design and placement of communication towers.

Many of the design and placement standards are common through all communities such as the requirement to site plan the facility, screening requirements of associated buildings, tower heights (generally 150 feet), bond requirements, co-location requirements, color and finish, tower designs (monopole), etc.

To facilitate the discussion on the differences, staff has identified four areas where provisions in Prairie Village are different than surrounding communities. The following is a comparison between some of the different design and placement standards:

Zoning Location Requirements

Prairie Village does not specifically outline zoning location requirements. However, it should be noted that the City has taken into consideration the zoning of a particular area when considering a request. Typically, more appropriate sites are commercial, office, or public use sites such as churches, city facilities, or fire stations.

Many communities (Fairway, Leawood, Merriam) identify applicable zoning districts. For instance, the City of Leawood allows for cell towers in all zoning districts with specific criteria established for each zoning district.

Office, Commercial, Retail, Business Park, Industrial, and Planned Recreational – no additional criteria other than site planning.

Agricultural – must be shown as commercial, industrial, or recreational on the future land use

Residential areas – Towers are not permitted unless they are church sites (designed as steeples, bell towers, etc); park sites when camouflaged to be compatible with surround elements.

Length of Time the Special Use Permit is Valid

Prairie Village grants the original permit for a period of no more than 5 years with 5 year extensions if the applicant demonstrates that the tower is still needed and has made attempts for co-tenancy.

Other municipalities either grant longer initial approval periods, such as 10 years, or rely solely on abandonment provisions to deal with obsolete or abandoned towers.

Tower Setback and Buffer Requirements

Prairie Village provisions do not specifically outline tower setback or buffer provision requirements. However, these items are taken into consideration when the application is reviewed.

Leawood, Fairway, Westwood, and Merriam have both tower setback and buffer provisions. These provisions require tower and associated facilities to meet applicable building setback limits in the zoning applicable zoning district.

Leawood provisions require that the tower itself to be setback at least 500 feet from the property line of any master planned residential area, while the City of Fairway requires the tower itself to be setback at least 200 feet from any residentially zoned property. Westwood requires the tower itself to be setback 1.2 feet for every foot of tower height. The City of Merriam requires a setback related to the overall height of the tower, 200 feet or (300%) of the tower height.

Separation Between Towers

Prairie Village provisions do not specifically outline separation distances between tower locations.

Other communities have specified separation requirements between cell towers. Leawood requires 1000 feet between towers unless specific reasons can be shown as to why this requirement cannot be met. Merriam has a table based upon the type of tower; generally it is 750 to 1500 feet for monopoles.

Part III Summary Discussion of Options

All in all, the regulations that are in place have been effective. There are only two free-standing cell towers in the City: one at City Hall and the other one at the Fire Station at 90th and Roe both of which were permitted prior to 1997.

When the current regulations were being considered in 1996, the technology was so new that the opposition was from the providers or carriers rather than the citizens. Wireless communications was in its infancy and was viewed as more of a luxury than a necessity. By contrast, today many homes no longer have landlines and many residents are dependent upon wireless communication as their sole means of

phone communication. In many ways, cell towers are becoming as necessary as facilities associated with traditional landline facilities, such as traditional pedestals and transfer boxes.

The first issue is to consider whether to change the approach of having the specific requirements outlined in a policy form or in an ordinance form. Either policy or ordinance provisions can serve the same purpose by providing additional guidance when reviewing cell tower requests. Either method is acceptable to regulate zoning aspects.

Policy provisions have the ability to provide greater flexibility as technology changes or related to a specific request. Changes in policy provisions do not require a formal public hearing before the Planning Commission or City Council. Deviations from the policy provisions would not require a variance from the Board of Zoning Appeals but can be granted either by the Planning Commission or the City Council. Zoning Ordinance provision changes require a formal public hearing process before the Planning Commission and approval by the City Council. Deviations from ordinance provisions require variances from the Board of Zoning Appeals if the applicant is not able to meet a specific provision.

The second issue is to consider whether or not to adopt additional standards related to the design, setbacks, zoning district criteria, etc. as many communities have done. It is important to keep in mind that these standards could not have the effect of prohibiting wireless telecommunications service/towers in the community. For instance, if the city required specified setback between the tower and the property line to any residential zoned district, and this prevented the construction of any new cell tower within the city, it would not be in keeping with the 1996 Telecommunications Act.

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
March 24, 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 – March 3, 2008
- 2. Approve Claims Ordinance #2647
- 3. Approve an interlocal agreement with Johnson County for Project 190868: Roe Avenue – 91st Street to Somerset Drive limiting the County's share to 50% or \$385,000 of the project cost of \$354,000.
- 4. Authorize the Mayor to execute the replat of Corinth Cemetery as approved by the Planning Commission on March 4, 2008.
- 5. Approve the lease of an Ultimail 65 postage mailing system from Multiple Equipment Services Company at a cost of \$107.23 per month.
- 6. Ratify the Mayor's appointment of Daniel Andersen and Emily Gleasure to the Animal Control Board expiring in April, 2010.
- 7. Authorize the Mayor to execute a proclamation declaring Arbor Day on April 25, 2008, declaring April 27 – May 3 as "National Volunteer Week" and declaring April as "Fair Housing Month."

By Committee:

- 6. Approve the Design Engineering Agreement with HNTB Corporation for Project 190865: 2009 CARS, Roe Avenue resurfacing from Somerset Drive to 83rd Street in the amount of \$76,800.00 (Council Committee of the Whole Minutes – March 3, 2008)
- 7. Approve the Design Engineering Agreement with HNTB Corporation for Project 190869: 2009 Street Resurfacing Program in the amount of \$206,700.00 (Council Committee of the Whole Minutes – March 3, 2008)
- 8. Approve an Interlocal Agreement with the City of Mission Hills for the operation and maintenance of the lights on the Tomahawk Bridge. (Council Committee of the Whole Minutes – March 3, 2008)
- 9. Approve the Design Engineering Agreement with George Butler Associates, Inc. for Project 190871: Mission Lane Bridge Replacement in the amount of \$134,000. (Council Committee of the Whole Minutes – March 3, 2008)

- VI. STAFF REPORTS
- VII. COMMITTEE REPORTS

- VIII. OLD BUSINESS
- IX. NEW BUSINESS
- X. ANNOUNCEMENTS
- XI. ADJOURNMENT

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

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

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

March 24, 2008

CITY COUNCIL
CITY OF PRAIRIE VILLAGE
March 3, 2008

The City Council of Prairie Village, Kansas, met in regular session on Monday, March 3, 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, Pat Daniels, Charles Clark, Nancy Wallerstein, Diana Ewy Sharp 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 and Joyce Hagen Mundy, City Clerk.

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

PRESENTATION

Chief Wes Jordan called forward Officer Adam Taylor for a special presentation. Over the past two years, Office Adam Taylor has made a personal commitment to Special Olympics and the HeadStrong for Jake Foundation. His personal crusade has raised the bar for the Prairie Village Police Department, and due to his enthusiasm and support rallied other members of the department to become involved.

In 2007, Officer Taylor organized various events in the community which raised over \$5,000 for Special Olympics. Due to his support and commitment, Officer Taylor was asked by Kansas Special Olympics to represent them and the Department at the International Torch Run Conference in Oklahoma City. The Department was also recognized as the "Rookie Agency" of the year²⁰ by Kansas Special Olympics.

Officer Taylor has also been instrumental in operation of the "Headstrong for Jake Foundation" leading bicycle rodeos at every Prairie Village School. In partnership with HeadStrong for Jake Foundation, Officer Taylor has helped coordinate the distribution of over 1,900 bicycle helmets to children in our community.

The Department recognized Officer Taylor's efforts with the award of a plaque.

PUBLIC PARTICIPATION

No one was present to address the City Council.

CONSENT AGENDA

Bill Griffith asked that item #5 be removed from the Consent Agenda. Andrew Wang moved the approval of the Consent Agenda for Monday, March 3, 2008 as amended:

1. Approve Regular Council Meeting Minutes - February 19, 2008
2. Ratify the Mayor's appointment of Dr. Anthony Rostberg to the Prairie Village Tree Board.
3. Ratify the Mayor's appointment of Tom Cannon to the Prairie Village Insurance Committee.
4. Approve the design agreement with George Butler Associates Inc. for the 2008 Biennial Bridge Inventories in the amount of \$5,000.00.
5. Removed
6. Approve Engineering Change Order #5 with HNTB Corporation for an increase of \$8,900.00 to Project 190864: 2008 Street Resurfacing Program.
7. Adopt Ordinance 2165 amending Chapter 1 of the Prairie Village Municipal Code, 2003, entitled "Administration" by repealing Article 12 entitled "Disposition of Unclaimed Property" and amending Chapter 10, Article 2, entitled "Property in Police Custody."
8. Approve a Letter of Understanding with Johnson County Human Services and Aging for participation in the 2008 Minor Home Rehabilitation Program with funding not to exceed \$6,000 from the 2008 Park, Recreation, and Community Services budget.
9. Approve the application for the 2009-2013 County Assistance Roads System (CARS) Program.
10. Approve Construction Change Order #1 with John Belger, Construction Company, Inc. for an increase of \$47,120.00 for Project 190855: Tomahawk Road Bridge Replacement and a transfer of \$47,120.00 from Capital Infrastructure Program Street Unallocated to Project 190855.
11. Approve the Construction Agreement with Miller Paving and Construction for Project 190719: 2008 Storm Drainage Repair Program in the amount of \$371,635.65.
12. Approve the Construction Contract with O'Donnell & Sons Construction for

Project 190863: SME parking lot expansion for \$283,033.35; Project 190864: 2008 Street Resurfacing Program for \$1,631,516.30 and for Project 190868: 2008 CARS Roe Avenue - 91st Street to Somerset Drive for \$313,381.75 for a total contract amount of \$2,227,931.40.

13. Approve the proposed Exterior Residential Grant Program as written.
14. Approve an Interlocal Cooperative Agreement with Johnson County and other Johnson County Cities to form Johnson County Transportation Cooperation Council and direct Mayor Shaffer to appoint two representatives to represent Prairie Village on the Transportation Cooperation Council.
15. Ratify the Mayor's appointment of David Belz as the City's representative to the Transportation Cooperative Council with Bob Pryzby as the alternate.

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

Item #5 Consider First Amendment to the Prairie Village Tower Lease

Bill Griffith expressed displeasure with the extremely long term of this agreement and stated he does not feel it is appropriate for the Council to lock future Council's into a 35+ year agreement.

Katie Logan responded the amendment addresses only the fee portion of the agreement. No change has been made to the initial term of the agreement. The term was set by the City Council in 1992 with the approval of the lease.

Bill Griffith questioned the different expiration dates of 2017 and 2042 in the agreement. Ms Logan responded the original agreement gives Cingular the option to renew the initial 25 year lease for an additional 25 years.

David Belz confirmed the only change in the amendment is to the fee structure, which was originally set at \$200 per month. David Voysey noted the original agreement also included the City receiving cell phones and minutes. Ms. Logan stated that provision has been removed.

Laura Wassmer stated she did not like the length and terms of the agreement. Ms Logan responded if the amendment is not approved, the City would be bound to the original agreement with a fee of \$200 per month and expiration in 2017 with the option

for Cingular to renew with the **same** terms. This Council and future council's are already bound to the original agreement. She noted the proposed amendment was difficult to negotiate as the City has no leverage.

Nancy Wallerstein provided background on the original agreement as a Council member at that time. Cingular constructed the tower for the City removing an existing smaller tower. The length of the agreement was based on the significant financial investment made in the construction of the tower. The fee did include cellular service and was set with the understanding that there would be other carriers submitting fees for locating on the tower. Mayor Shaffer added the Council at that time was pleased to be able to replace the existing tower with a more favorable monopole.

Diana Ewy Sharp moved the City Council Approve the First Amendment to the Prairie Village Tower Lease dated April 20, 1992 between the City of Prairie Village and New Cingular Wireless PCS. The motion was seconded by Ruth Hopkins and passed by a vote of 11 to 1 with Bill Griffith voting "nay".

STAFF REPORTS

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

COMMITTEE REPORTS

Council Committee of the Whole

COU2008-23 Consider Fund Transfer to Purchase Additional Road Salt

On behalf of the Council Committee of the Whole, Andrew Wang moved the City Council approve the transfer of \$35,000 from the General Fund Contingency to Public Works Operating Budget to purchase additional road salt on the existing bid. The motion was seconded by Laura Wassmer and passed unanimously.

COU2008-27 Consider Construction Administration Agreements for Project 190864: 2008 Paving Program; Project 190868: CARS Program on Roe Avenue and Project 180719: Storm Drainage Repair Program

On behalf of the Council Committee of the Whole, Andrew Wang moved the City Council approve the Construction Administration with BHC Rhodes for Project 190864: 2008 Street Resurfacing Program; Project 190868: CARS, Roe Avenue from 91st Street to Somerset Drive and Project 190719: 2008 Storm Drainage Repair Program in the amount of \$211,000. The motion was seconded by David Belz and passed unanimously.

COU2008-24 Consider Correction of Right-of-Way Construction Cost Factor for Right-of-Way Permit

On behalf of the Council Committee of the Whole, Andrew Wang moved the City Council approve a new construction cost factor of \$11.33 for mill and overlay, \$2.76 for slurry seal and \$55.47 for new pavement. The motion was seconded by David Belz and passed unanimously.

Park & Recreation Committee

Diana Ewy Sharp moved City Council ratify the Mayor's appointment of a Parks Master Planning Subcommittee comprised of the following individuals: Diana Ewy Sharp, Chairman; Al Herrera, Vice Chairman; Nancy Wallerstein, Kathy Peterson, Randy Kronblad, Randy Knight and Jim Bernard, Jr. The motion was seconded by Laura Wassmer and passed unanimously.

Sister City Committee

Michael Kelly thanked the Council for their participation in the reception hosted by the Sister City Committee on February 27th for the Shawnee Mission East foreign exchange students.

OLD BUSINESS

There was no Old Business to come before the Council.

NEW BUSINESS

March 17th meeting

Mayor Shaffer noted the March 17th meeting falls during Spring Break for the area schools and asked who would be out-of-town and unable to attend the meeting. He noted if the meeting were cancelled, the next meeting would not be until April 7th. Council members felt canceling the meeting would create too large a length of time between meetings and suggested the meeting date be moved to the following Monday, March 24th.

Andrew Wang moved the City Council adopt a resolution changing the March 17th meeting date to Monday, March 24th. The motion was seconded by Michael Kelly and passed unanimously.

Cell Tower Policy

Al Herrera expressed concern with the proposed cell tower application for 67th & Roe. He noted the City's cell tower policy is much less restrictive than those of other cities and would like to have a subcommittee formed to investigate other community's ordinances and bring forward a recommendation for change. He would also like to see the City Council enact a moratorium on cell tower applications until this was accomplished. Ms Wassmer agreed with Mr. Herrera

Charles Clark asked if this needed to be done immediately. The policy drafted by Mr. Williamson has been followed consistently by the Planning Commission. He would like to have input from Mr. Williamson. Mayor Shaffer responded Mr. Williamson could address the Council at their next committee meeting.

Katie Logan stated the City Council can not pass a moratorium to avoid a zoning application and any moratorium approved would not apply to the existing application on file with the Planning Commission.

Diana Ewy Sharp stated she would like to hear from Mr. Williamson before forming a committee. Laura Wassmer noted the regulations go beyond what is established by the Planning Commission with restrictions from the Federal Communications Act, but noted other city's regulations appear to be more restrictive.

Katie Logan stated if a moratorium is approved it must have an ending date.

Al Herrera moved the City Council direct the Mayor to form a committee to review the City's existing policy, ordinances of other cities and recommend a new cell tower ordinance and to set a moratorium on new cell tower construction for six months. The motion was seconded by Pat Daniels.

Charles Clark stated new tower sites are relatively rare and would like to hear from Mr. Williamson before enacting a moratorium. Mrs. Ewy Sharp agreed with Mr. Clark stating she felt the Council was premature in forming a committee and enacting a moratorium. She thinks the full Council needs to get information from Mr. Williamson and then decide what action should be taken. Mrs. Hopkins agreed.

Mr. Herrera stated he is only asking for the committee to start reviewing the policy and other ordinances. Michael Kelly agreed with Mrs. Ewy Sharp; however, he agrees with Mr. Herrera's intent, but at this time does not feel it is necessary and questioned if staff could do the review.

Dennis Enslinger reviewed the process for changing an ordinance. The Council can initiate an ordinance change, which would then go before the Planning Commission at a public hearing with their recommendation coming back to the City Council for action. Mr. Enslinger stated he was willing to investigate ordinances and policies from other cities, the city's policy and Federal legislation restrictions and report back to the City

Council at the next meeting. Mayor Shaffer added he would ask Mr. Williamson to also report to the Council at that meeting.

Al Herrera withdrew his earlier motion with Pat Daniels withdrawing his second.

ANNOUNCEMENTS

Planning Commission	03/04/2008	7:00 p.m.
Tree Board	03/05/2008	6:00 p.m.
Sister City	03/10/2008	7:00 p.m.
Park & Recreation Committee	03/12/2008	7:00 p.m.
Council Committee of the Whole	03/17/2008	6:00 p.m.
City Council	03/17/2008	7:30 p.m.

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The Prairie Village Arts Council is pleased to feature a photography exhibit by Jim Hamil and his son Alex Hamil in the R. G. Endres Gallery for the month of March. The reception will be held on March 14th from 6:30 to 7:30 p.m.

The annual large item pick-up has been scheduled with Deffenbaugh for April 19th.

Shawnee Mission East High School will be having an electronics recycling on the same 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 50th Anniversary books, Prairie Village Our Story, are being sold to the public.

Mayor Shaffer added to the announcements the Annual Skateboard competition would be held on April 24th and the Ribbon cutting ceremony for the Tomahawk Bridge has been scheduled for March 29th.

Ruth Hopkins stated the Earth Fair recycle event listed in announcements has been postponed

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 8:15 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

March 11, 2008

**Copy of Ordinance
2647**

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
EXPENDITURES:			
Accounts Payable			
88725-88730	2/1/2008	9,041.77	
88731-88853	2/8/2008	395,196.51	
88854-88854	2/4/2008	9.80	
88855-88860	2/13/2008	3,470.73	
88861-88944	2/22/2008	96,357.24	
88945-88945	2/23/2008	5,327.93	
Payroll Expenditures			
2/1/2008		243,320.59	
2/15/2008		221,224.56	
2/29/2008		225,895.39	
Electronic Payments			
Intrust Bank -credit card fees (General Oper)		355.73	
State of Kansas - sales tax remittance		10.97	
Marshall & Ilsley - Police Pension remittance		10,454.15	
Intrust Bank - fee		412.33	
KCP&L		6,843.27	
MHM - Section 125 admin fees		337.92	
Intrust Bank - purchasing card transactions		7,494.42	
United Health Care		77,161.04	
Kansas Gas		4,722.08	
TOTAL EXPENDITURES:			\$ 1,307,636.43
Voided Checks			
Store Financial	#88838	(19.60)	
OMB	#88204	(374.76)	
First Choice	#88867	(375.00)	
TOTAL VOIDED CHECKS:			(769.36)
GRAND TOTAL CLAIMS ORDINANCE			1,306,867.07

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

Passed this 24th day of March 2008.

Signed or Approved this 24th day of March 2008.

(SEAL)

ATTEST: _____

City Treasurer

Mayor



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date:
Council Meeting Date: March 24, 2007
Consent Agenda

CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR PROJECT 190868: ROE AVENUE - 91ST STREET TO SOMERSET DRIVE

RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for project 190868: Roe Avenue - 91st Street to Somerset Drive limiting the County share to 50% or \$358,000 of the project cost of \$354,000.

BACKGROUND

Johnson County has approved Project 190868: Roe Avenue from 91st Street to Somerset Drive resurfacing project. An Interlocal Agreement has been received from Johnson County for execution by the City.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program, Project 190868: Roe Avenue, 91st Street to Somerset Drive. The Interlocal Agreement is for the County to provide financial assistance up to but not exceeding 50% or \$358,000 of the Project cost of \$354,000.

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Interlocal Agreement with Johnson County.

PREPARED BY

S Robert Pryzby, Director of Public Works

February 15, 2008

**Interlocal Agreement between Johnson County, Kansas,
and the City of Prairie Village, Kansas,
for the Public Improvement of
Roe Avenue from
91st Street to Somerset Drive**

THIS AGREEMENT made and entered into this ____ day of _____, by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Prairie Village, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to Roe Avenue from 91st Street to Somerset Drive (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Interlocal Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____,

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

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**
 - A. The estimated cost of the Project ("Project Costs"), a portion of which is reimbursable under this Agreement, is Eight Hundred Seventy Six Thousand Dollars (\$876,000).
 - B. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.
 - C. The Project Costs shall be allocated between the parties as follows:
 - (1) The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Three Hundred Fifty Eight Thousand Dollars (\$358,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:
 - (a) Land acquisition, right-of-way acquisition, or utility relocation;
 - (b) Legal fees and expenses, design engineering services, Project administration, or financing costs;

- (c) Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
- (d) Project overruns;
- (e) Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and
- (f) Minor change orders which are not separately and specifically approved and authorized by the Director of Infrastructure & Transportation of Johnson County, Kansas ("Infrastructure Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- (2) The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- A. The Board shall provide financial assistance, as provided in Paragraph 2.C. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.

- B. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- A. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- B. Submit a copy of the plans and specifications for the Project to the Johnson County Infrastructure Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Infrastructure Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- C. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- D. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- E. Submit to the to the Infrastructure Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the month in which costs and expenses have been paid. The Infrastructure Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, ("Finance Director") cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board

make payment prior to construction or at times other than set forth in this subsection, the Infrastructure Director and the Finance Director may authorize such payment.

- F. Cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Infrastructure Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.C. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City, as administrator of this Project, to indemnify and hold the Board harmless for and from any costs, expenses or liabilities which result from actions or omissions of the City or its employees relating to or in connection with the administration or construction of the Project.

In addition, the City shall, and hereby agrees to, insert as a special provision of its contract with the general contractor ("Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Contractor shall, as permitted by law, defend indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the acts or omissions of the Contractor, his or

her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- A. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- B. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. Duration and Termination of Agreement

- A. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.B. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Infrastructure Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- B. It is understood and agreed that the Infrastructure Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Infrastructure Director

that satisfactory progress is not being made on the Project. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

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

Board of County Commissioners of
Johnson County, Kansas

City of Prairie Village, Kansas

Annabeth Surbaugh, Chairman

Ronald Shaffer, Mayor

Attest:

Attest:

Casey Joe Carl
Clerk of the Board

City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney



CITY CLERK DEPARTMENT

Council Committee Meeting Date:
Council Meeting Date: March 24, 2008
Consent Agenda

Consider Replat of Corinth Cemetery

RECOMMENDATION

Recommend the City Council authorize the Mayor to execute the replat of Corinth Cemetery as approved by the Planning Commission on March 4, 2008

BACKGROUND

The Corinth Cemetery has sold off a number of plots along its south and west property lines that are not platted lots and needs to convert two of the east-west private paths to plots. The cemetery has a "U" drive off 83rd Street that will not change. There are two other east-west private pathways that will be retained and all the north-south private paths will be retained. The existing drive is gravel and the pathways are grass.

The Final plat as approved by the Planning Commission on March 4, 2008, plats only those lots that were not previously platted. All the lots in the light dashed lines are platted and will not be replatted. The lots being platted are a94A-284, 285-304 and 305-326. The area in the dot pattern, the west leg of the private drive and the west and south private paths are being replatted in order to tie all the pieces together and tie back to an established point of beginning.

FINANCIAL IMPACT

None.

ATTACHMENTS

Draft of Planning Commission minutes of March 4, 2008
Final Plat of Corinth Cemetery

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: March 11, 2008

**PLANNING COMMISSION MINUTES
MEETING OF MARCH 4, 2008**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, March 4, 2008 in the Council Chamber, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Marlene Nagel & Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Pat Daniels, Council Liaison; Bob Pryzby, Director of Public Works and Joyce Hagen Mundy, Planning Commission Secretary.

APPROVAL OF MINUTES

Bob Lindeblad moved the Planning Commission minutes of February 5, 2008 be approved as written. The motion was seconded by Nancy Vennard and passed unanimously. It was noted Commissioners Vaughn, Nagel & Vennard were not in attendance at the February 5th meeting.

PUBLIC HEARINGS

PC2008-02 Request for Special Use Permit for a
Telecommunications Tower & Related Equipment
4805 West 67th Street

Chairman Ken Vaughn advised those present that due to the failure to have a quorum for consideration of PC2008-02, the applicant has requested the application be continued.

Nancy Vennard moved PC2008-02 be continued to the April 1st meeting of the Planning Commission. The motion was seconded by Marlene Nagel and passed unanimously.

NON PUBLIC HEARINGS

PC2008-105 - Request for Final Plat Approval
Corinth Cemetery Replat

Douglas Farrar, with Shaffer, Kline & Warren at 11250 Corporate Avenue, Lenexa, Kansas, addressed the Commission representing the Corinth Cemetery. The Cemetery has sold off a number of plots along its south and west property

lines that are not in platted lots and desires to convert two of the east-west private paths to plots. Johnson County has notified the Corinth Cemetery Corporation that it needs to plat those areas that have been sold off as well as the plots that are proposed in the two private paths.

The cemetery has a "U" drive off 83rd Street which will not change. There are two other east-west private pathways that will be retained and all the north south private paths will be retained. The applicant is not proposing to create any additional impervious surface so there will not be any additional stormwater runoff. The existing drive is gravel and the pathways are grass. If the Cemetery Board decides to pave the drive on pathways, it will be necessary to prepare and submit a stormwater management plan to Public Works for review and approval.

The final plat is intended to only plat those lots that were not previously platted. All the lots in the light dashed lines are platted and will not be replatted. The lots being platted are 194A-284, 285-304 and 305-326. The area in the dot pattern, the west leg of the Private Drive and the west and south private paths are being replatted, however, in order to tie all the pieces together and tie back to an established point of beginning.

Nancy Vennard moved the Planning Commission approve the final plat for Corinth Cemetery as submitted and forward it to the City Council for approval subject to the condition that the drive remain gravel and the pathways remain grass. The motion was seconded by Bob Lindeblad and passed unanimously.

Discussion of Proposed Policy for Office Complex Signs

Ron Williamson stated at its regular meeting on February 5, 2008, the Planning Commission requested staff to research the sign issues and provide the Planning Commission with information so they could form a policy or guidelines for the basis of approving deviations from the sign regulations. There are three issues regarding the business and monument sign regulations, and they are walls signs, monument signs, and sign standards.

Mr. Williamson reviewed how these issues are address by the neighboring communities: Overland Park, Leawood, Mission, and Olathe.

Wall Signs

First, a wall sign is only permitted for a use if it has an exterior door and the wall sign must be placed on a façade that is contiguous with the tenant's space.

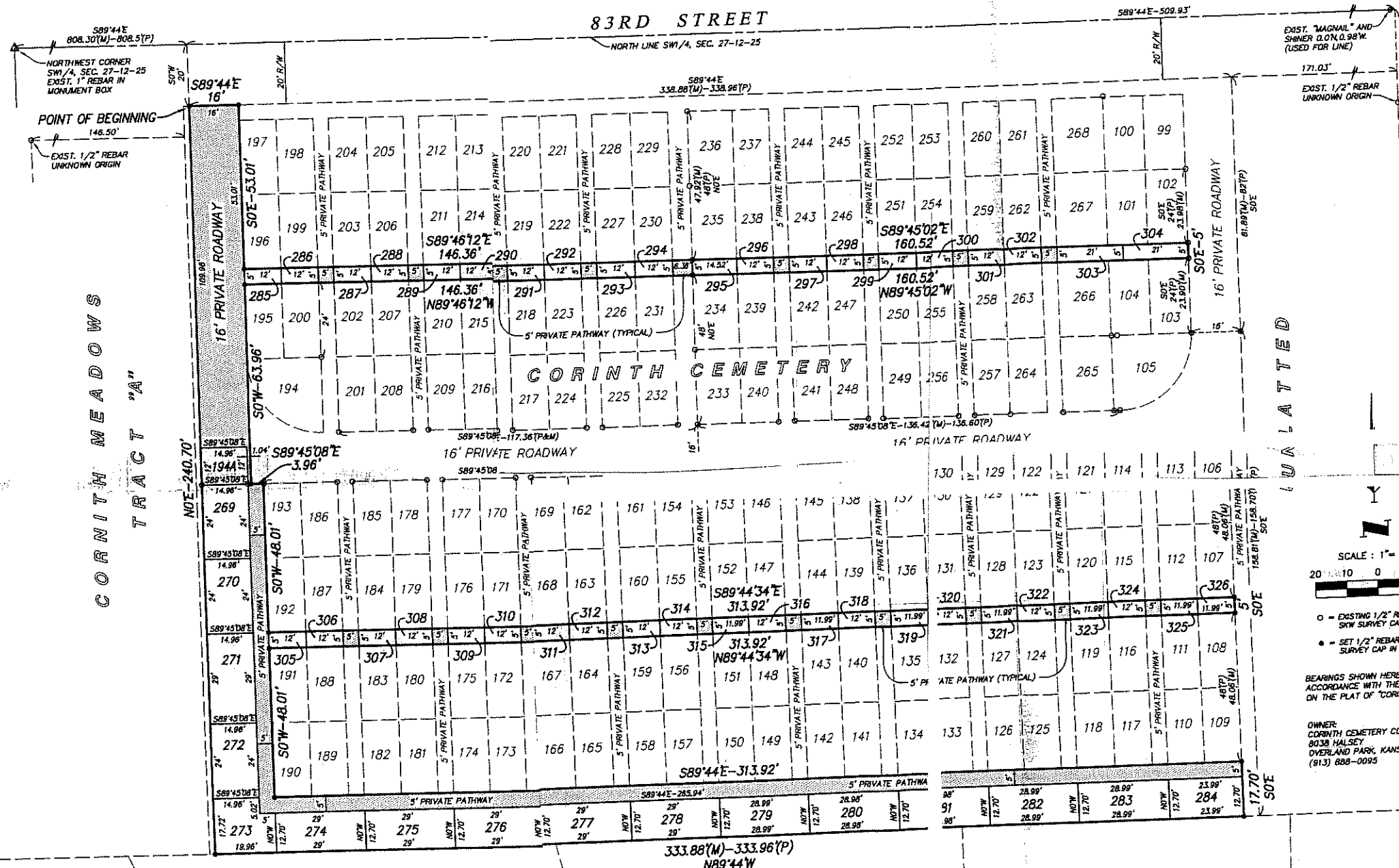
Section 19.48.25.B reads as follows:

- B. One illuminated or non-illuminated wall-mounted sign shall be permitted on each principal façade of each building or each shop or office therein provided that said shop or office has an exterior door and that the total area of such signs shall not exceed five (5) percent of the total area of the façade of each building or each shop upon which it is mounted and in*

PLAT OF CORINTH CEMETERY REPLAT

A REPLAT OF PART OF CORINTH CEMETERY
PART OF SW1/4, SEC. 27-12-25

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CORINTH CEMETERY, a distance of 160.52 feet, to the Northwest corner of said Lot 234; thence N 46° 12' W, along the North line and their extension of Lots 231, 226, 223, 218, 215, 210, 207, 202, 200 and 195, said CORINTH CEMETERY, a distance of 146.36 feet, to the Northwest corner of said Lot 195; thence S 0° W, along the West line of said Lot 195 and its Southern extension, a distance of 63.96 feet, to a point on the Westery extension of the North line of Lot 193, said CORINTH CEMETERY; thence S 89° 45' 08" E, along the Western extension of the North line of said Lot 193, a distance of 3.96 feet, to a point on the Westery extension of the North line of Lot 193, said CORINTH CEMETERY; thence S 89° 44' 34" E, along the South line of said Lot 192, and along the South line of their extension of Lots 187, 184, 179, 176, 171, 168, 163, 160, 155, 152, 147, 144, 139, 136, 128, 123, 120, 115, 112 and 107, a distance of 313.92 feet, to the Southeast corner of said lot 107; thence S 0° E, along the Southern extension of said Lot 107, a distance of 5 feet, to the Northeast corner of Lot 108, said CORINTH CEMETERY; thence N 89° 44' 34" W, along the North line of said Lot 108, and along the North line of Lots 111, 116, 119, 124, 127, 132, 135, 140, 143, 148, 151, 156, 159, 164, 167, 172, 175, 180, 183, 188 and 191, said CORINTH CEMETERY, a distance of 313.92 feet, to the Northwest corner of said Lot 191; thence S 0° W, along the West line of said Lot 191, and along the West line of Lot 190, said CORINTH CEMETERY, a distance of 48.01 feet, to the Southwest corner of said Lot 190; thence S 89° 44' E, along the South line of said Lot 190, and along the South line and their extension of Lots 189, 182, 181, 174, 173, 166, 165, 158, 157, 150, 149, 142, 141, 134, 133, 11, 125, 118, 117, 110 and 109, said CORINTH CEMETERY, a distance of 313.92 feet, to the Southeast corner of said Lot 109; thence S 0° E, along the Southern extension of the East line of said Lot 10 distance of 17.70 feet, to a point on the South line of said CORINTH CEMETERY, said point also bears on the North line of Lot 12, CORINTH MEADOWS, a subdivision of land now in the City of Prairie Village, Johnson County, Kansas; thence N 89° 44' W, along the South line of said CORINTH CEMETERY, and along the North line of Lots 12, 11 and 10, of said CORINTH MEADOWS, a distance of 333.88 feet, to the Southwest corner of said CORINTH CEMETERY; thence N 0° E, along the West line of said CORINTH CEMETERY, a distance of 270.40 feet, to the point of beginning, containing 0.298 acres, more or less of replatted land.

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as "CORINTH CEMETERY REPLAT".

IN TESTIMONY WHEREOF, the undersigned proprietor has hereunto subscribed his hand.
OWNER: CORINTH CEMETERY CORPORATION

BY: _____
STATE OF _____)
COUNTY OF _____) SS.
BE IT REMEMBERED, that on this _____ day of _____, 2008, before me, the undersigned, a Public in and for the County and State aforesaid, came _____ CORINTH CEMETERY CORPORATION, who is personally known to me to be the same person who executed as such officer the within instrument and duly acknowledged the same to be the free act and deed said corporation.

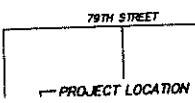
Notary Public _____ My Appointment Expires: _____

APPROVED by the Planning Commission of the City of Prairie Village, Johnson County, Kansas, this day of _____, 2008.

Chairman _____ Secretary _____

APPROVED by the Governing Body of the City of Prairie Village, Johnson County, Kansas, this _____ of _____, 2008.

Attest: _____
Ronald L. Shaffer, Mayor _____ Joyce Hagen Mundy, City Clerk



CORINTH MEADOWS

INFORMATION SHOWN
SURVEY PERFORMED
DECEMBER 2007.



CITY CLERK DEPARTMENT

Council Committee Meeting Date:
Council Meeting Date: March 24, 2008
Consent Agenda

CONSENT AGENDA: Consider Lease of Ultimail 65 automatic feeder postage meter

RECOMMENDATION

Staff recommends the City Council approve the lease of an Ultimail 65 postage mailing system from Multiple Equipment Services Company at a cost of \$107.23 per month.

BACKGROUND

The City currently rents a stand-alone postage meter through Multiple Services Mailing Equipment. The City meters an average 1,500 pieces of mail a month. The current meter does not allow for bulky envelopes to pass through requiring the purchase of postage meter labels. The meter impression is stamped on the envelope using a single-use inked ribbon cartridge.

In conjunction with budget preparation, an analysis of related operational costs for the postage meter identified equipment operating supplies as costing more than the rental fee for the unit. With the upcoming postal increase, which will require the purchase of a new rate chip for \$150, it was decided to investigate if an upgrade at this time would be cost effective.

An Ultimail65 semi-automatic feeder would meet the digital metering required by the Post Office by 2009. The meter allows for a maximum package thickness of 3/8" reducing the need for meter tapes. The unit has an integrated 10 pound scale and a sealing option. The purchase of meter ribbons would no longer be required as the meter imprint would be printed on the envelope. The proposal received includes no postage reset fees, includes setting for the upcoming postage rate increase and offers a 9-month reduction in the lease fee. The city attorney's office has reviewed the lease agreement.

FUNDING SOURCE

The 2007 rental and operating costs for the postage meter totaled \$1247. 2008 lease and operating costs will be \$1231.95 with the new unit. Funds are available in the City Clerk's Operating Budget to cover the anticipated costs.

ATTACHMENTS

Agreement

PREPARED BY

Joyce Hagen Mundy
City Clerk



Lease Agreement

**Lease Program
Administered by:**
GreatAmerica Leasing Corporation® LESSOR
PO Box 609, Cedar Rapids, IA 52406-0609
625 First Street SE, Cedar Rapids, IA 52401

FRANCOTYP-POSTALIA

Lease No. _____

LESSEE (hereinafter referred to as "You" or "Your") Full Legal Name _____				
Address _____		City _____		State _____
Zip _____			County _____	

VENDOR (Vendor is not GreatAmerica's Agent nor is Vendor authorized to waive or alter any terms of this Lease)	EQUIPMENT LOCATION (If other than above) _____
---	---

TERMS AND CONDITIONS • PLEASE READ CAREFULLY BEFORE SIGNING

Quantity	Type, Make, Model Number and Included accessories	Serial #

MONTHLY RENTAL PAYMENTS OF \$ _____ **plus tax** **SECURITY DEPOSIT \$** _____

PURCHASE OPTION: (CHECK ONE) FAIR MARKET VALUE \$1.00 or OTHER (_____ % of equipment cost)

LEASE AGREEMENT AND FEES: You (the Lessee specified above) want to acquire the above Equipment from Vendor. You want Us, GreatAmerica Leasing Corporation, to buy the Equipment and then lease it to You. This Lease Agreement (this Lease) will begin on the date the Equipment is delivered to You (or any later date We designate). We may charge You a reasonable fee to cover documentation and investigation costs. This Lease is **NON-CANCELLABLE FOR THE ENTIRE LEASE TERM. YOU UNDERSTAND THAT WE ARE BUYING THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF THE EQUIPMENT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS LEASE, WITHOUT SET-OFFS, EVEN IF THE EQUIPMENT DOES NOT WORK PROPERLY OR IS DAMAGED FOR ANY REASON, INCLUDING REASONS THAT ARE NOT YOUR FAULT.** If any amount payable to Us is not paid when due, You will pay Us a "late charge" equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, whichever is less.

POSTAGE METER: According to the regulations of the United States Postal Service, postage meters can only be rented and shall at all times remain the property of Postalia, Inc. ("Postalia"). Any postage meter(s) provided to You in connection with the Lease (the "Postage Meter") is not part of the Equipment under this Lease and is instead governed by Postalia's Meter Rental Agreement between You and Postalia ("Rental Agreement"). You agree that the Rental Agreement will remain in effect for the full period of this Lease. At the end of the Lease, You may elect to rent the Postage Meter at the then current rate or return the meter to Postalia or its authorized dealer. If you elect to continue renting, payments will be made directly to Postalia.

NO WARRANTY: We are leasing the Equipment to You **AS IS**. We do not manufacture the Equipment and are not related to the Vendor. You selected the Equipment and the Vendor, based on your own judgment. You may contact the Vendor for a statement of the warranties, if any, that the Vendor or manufacturer is providing. We hereby assign to You the warranties given to Us, if any. **WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THIS LEASE.** You agree to settle any dispute You may have regarding performance of the Equipment directly with the manufacturer or Vendor.

EQUIPMENT USE AND REPAIR: You agree the Equipment will be used for business purposes only. You are responsible for keeping the Equipment in good working order. Except for normal wear and tear, You are responsible for any damage or losses to the Equipment. We are not responsible for, and You will indemnify Us against, any claims, losses or damages, including attorney fees, related to your use or possession of the Equipment. **IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.**

END OF TERM: If You fail to 1) return the Equipment as specified below at the end of the lease term (or any renewal term), or 2) timely pay the purchase option, then this Lease will automatically renew on the same terms on a monthly basis until the Equipment is properly returned, at your expense, in Average Saleable Condition to a location designated by Us. "Average Saleable Condition" means the Equipment is immediately available for use by another lessee without the need of any repair. You also agree to reimburse Us for repair costs. If You are granted a purchase option, and provided You have not defaulted under this Lease, You may purchase the Equipment from Us **"WHERE IS, AS IS"** for the option price at the end of the lease term. At the termination of this Lease, if You have not defaulted, your security deposit will be refunded to You without interest. Your security deposit may be commingled with our other assets. You may not payoff this Lease in full and return the Equipment prior to the end of the lease term without our consent and We may charge You, in addition to the other amounts owed under this Lease, an early termination fee equal to five percent (5%) of the total amount We paid for the Equipment.

OWNERSHIP, TITLE AND UCC's: Except for any software covered by this Lease the "Software", We are the owner of the Equipment and have title to it. You appoint Us as attorney-in-fact to execute and file on your behalf, and at your cost, Uniform Commercial Code (UCC) financing statement(s) to show our interest in the Equipment.

SOFTWARE: We do not have title to the Software. We are not responsible for the Software or the obligations owed by either You or the licensor under any License Agreement for the Software. If You properly exercise the purchase option, if any, for the Equipment, You understand that We do not own the Software and cannot transfer it to You. Except as provided in this paragraph, all references to "Equipment" in this Lease includes the Software.

LOSS AND INSURANCE: You will keep the Equipment fully insured against loss and will obtain a general public liability insurance policy covering the Equipment and its use. You will name Us as loss payee and an additional insured and provide Us with evidence of insurance. If You do not, We may obtain insurance for You and add an insurance fee to the payment amounts due from You.

TAXES: You agree that You will pay when due all taxes relating to this Lease and the Equipment. If this Lease includes a \$1 purchase option, You agree to file any required personal property tax returns.

DEFAULT: If You do not pay any sum by its due date, or You breach any other term of this Lease or any other agreement with Us, then You will be in default of this Lease. If You default, We may require that You pay 1) all past due amounts under this Lease, and 2) all future amounts owed for the unexpired term, discounted at the rate of 6% per annum. Upon a default, We may also choose to repossess the Equipment. If We do not choose to repossess the Equipment, You will also pay to Us our booked residual value for the Equipment. We can also use any and all remedies available to Us under the UCC or any other law. You agree to pay all the costs and expenses, including attorney's fees, We incur in any dispute related to this Lease or the Equipment. You also agree to pay interest on all past due amounts, from the due date until paid, at the lower of one and one-half percent (1.5%) per month or the highest lawful rate.

ASSIGNMENT: You have no right to sell, transfer, assign or sublease the Equipment or this Lease. We may sell, assign or transfer this Lease or our rights in the Equipment. You agree that if We sell, assign or transfer this Lease, the new owner will have our rights, but it will not be subject to any claim, defense or set-off that You assert against Us or any other party.

WAIVER OF ARTICLE 2A RIGHTS: You agree that this Lease is a "finance lease" as that term is defined in Article 2A of the UCC. You hereby agree to waive any and all rights and remedies granted to You by Sections 2A-508 through 2A-522 of the UCC, including the right to reject or revoke acceptance of the Equipment.

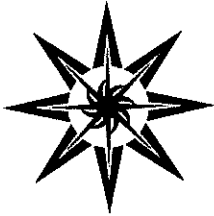
MISCELLANEOUS: You agree that this Lease is the entire agreement between You and Us regarding the lease of the Equipment and supersedes any purchase order You issue. Any change must be in writing and signed by each party. We may accept a facsimile copy of this Lease as an original. **ANY CLAIM RELATED TO THIS LEASE WILL BE GOVERNED BY IOWA LAW AND WILL BE ADJUDICATED IN A STATE OR FEDERAL COURT LOCATED IN CEDAR RAPIDS, IOWA. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.**

THIS LEASE IS NOT BINDING ON US UNTIL WE SIGN BELOW.	THIS LEASE IS NONCANCELLABLE FOR THE FULL LEASE TERM.
LESSOR: GreatAmerica Leasing Corporation	LESSEE: (As Stated Above)
By: _____ Date Accepted: _____	X _____ Date: _____
(Signature)	(Signature)
Print Name & Title: _____	Print Name & Title: _____

UNCONDITIONAL GUARANTY

The undersigned unconditionally guarantees that the Lessee will timely perform all obligations under this Lease. The undersigned also waives any notification if the Lessee is in default and consents to any extensions or modifications granted to the Lessee. In the event of default, the undersigned will immediately pay all sums due under the terms of this Lease without requiring Lessor to proceed against Lessee, any other party or the Equipment. The undersigned consents to personal jurisdiction, venue, choice of law and jury trial waiver as stated in the "Miscellaneous" paragraph above and agrees to pay all costs and expenses, including attorney's fees, incurred by Lessor related to this guaranty.

X _____, Individually X _____, Individually



ADMINISTRATION DEPARTMENT

Council Meeting Date: March 24, 2008

CONSENT AGENDA: Consider Appointment to the Animal Control Board

RECOMMENDATION

Ratify the Mayor's appointment of Daniel Andersen and Emily Gleasure to the Animal Control Board expiring in April, 2010

BACKGROUND

Mayor Shaffer is pleased to place before you the appointment of Daniel Andersen and Emily Gleasure to the Animal Control Board.

ATTACHMENTS

1. Mr. Andersen's application
2. Mrs. Gleasure's application

PREPARED BY

Jeanne Koontz, Deputy City Clerk
March 7, 2008



City of Prairie Village

APPLICATION TO VOLUNTEER

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

Name Daniel P. Andersen Spouse's Name _____
 Address 3304 West 7th Street Zip 66208 Ward _____
 Telephone: Home 702.538.9054 Work 877.528.2101 Fax 702.938.9057
 E-mail daniel@DAndersenconsulting.com Other Number(s): 310.994.3545
 Business Affiliation D. Andersen Consulting
 Business Address 32 via Siena Place, Lake Las Vegas, NV 89011
 What Committee(s) interests you? Animal Control Committee

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

I am an animal lover with several pets of my own and a familiarity with pet regulations in a variety of jurisdictions around the US. Having owned "dangerous breeds" of fish, snakes and dogs, I am familiar with appropriate treatment confinement and welfare needs as well as ^{appropriate} behavior. I would welcome the opportunity to assist the council in evaluating specific cases of pets and their owners, and their effect on our community.

Thank you for your interest in serving our community.



**City of Prairie Village
APPLICATION TO VOLUNTEER**

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

Name Emily Gleasure Spouse's Name Richard Gleasure
Address 8021 Beverly Dr. Zip 66208 Ward 4
Telephone: Home 913-375-0686 Work 913-971-6950 Fax 913-971-6927
E-mail ecgleasure@yahoo.com Other Number(s): _____
Business Affiliation Olathe Police Department
Business Address 501 E. Old 56 Hwy, Olathe, KS. 66061
What Committee(s) interests you? Animal Control Board

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

I am currently working as a Station Officer for the City of Olathe. Previously, I worked as an Animal Control Officer for Prairie Village (1999-2000) and worked as a Veterinary Assistant for several years. I have a deep and sincere passion for animals and their safety and well-being in our community. I would consider it an honor to be able to serve the City in this capacity.

Thank you for your interest in serving our community.



CITY CLERK DEPARTMENT

Council Committee Meeting Date:
Council Meeting Date: March 24, 2008

Consent Agenda: Consider Arbor Day, National Volunteer Week, and Fair Housing Month Proclamations

RECOMMENDATION

Recommend the City Council authorize the Mayor to execute a proclamation declaring Arbor Day on April 25, 2008, declaring April 27 - May 3 as "National Volunteer Week" and declaring April as "Fair Housing Month".

BACKGROUND

The City has historically demonstrated its support of Fair Housing, Volunteering and Arbor Day through the issuance of proclamations. The requested proclamations are attached.

FINANCIAL IMPACT

There is no cost to participate.

RELATED TO VILLAGE VISION

CFS2.a Preserve and protect natural areas.

HO1a Allow for a greater variety of housing types throughout Prairie Village

ATTACHMENTS

Arbor Day Proclamation - April 25, 2008

Fair Housing Month Proclamation - April, 2008

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: March 19, 2008

CITY OF PRAIRIE VILLAGE

Arbor Day 2008

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees: and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, trees can reduce the erosion of our precious topsoil by the wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees wherever they are planted, are a source of joy and spiritual renewal.

NOW THEREFORE, I, Ronald L. Shaffer, Mayor of Prairie Village, Kansas, do hereby proclaim **April 25, 2008** as

Arbor Day

In the City of Prairie Village, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Mayor Ronald L. Shaffer

City Clerk

Date

CITY OF PRAIRIE VILLAGE

NATIONAL VOLUNTEER WEEK *APRIL 27 – MAY 3, 2008*

WHEREAS, the entire community can effect positive change with each and every volunteer action no matter how big or small; and

WHEREAS, volunteers can connect with local community service opportunities through hundreds of community service organizations like the Volunteer Center of Johnson County; and

WHEREAS, more than 100 million volunteers working in their communities utilize their time and talents daily to make a real difference in the lives of others; and

WHEREAS, during this week, all over the nation, service projects will be performed and the volunteers recognized for their commitment and dedication to our community; and

WHEREAS, National Volunteer Week is a time to say ‘Thank You’ to the thousands of people in our community who change the world by volunteering; and

WHEREAS, volunteers are vital to our future as a caring and productive nation.

THEREFORE, be it resolved that I, Ronald L. Shaffer, Mayor of Prairie Village, Kansas proclaim the week of April 27 – May 3, 2008 to be;

‘National Volunteer Week’

in the City of Prairie Village and urge all citizens to observe this period by investing their time, their talents and their energies in reaching others in our community, since volunteering demonstrates that by working together we strengthen our community.

Mayor Ronald L. Shaffer

48 City Clerk

Date

CITY OF PRAIRIE VILLAGE

WHEREAS, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

WHEREAS, the City of Prairie Village is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

WHEREAS, the Fair Housing groups and the U. S. Department of Housing & Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and

WHEREAS, equal housing opportunity is a condition of life in our City that can and should be achieved,

On this second day of April, 2008, I, Ronald L. Shaffer, Mayor of the City of Prairie Village on behalf of its citizens, do hereby proclaim the month of APRIL as

'FAIR HOUSING MONTH'

and express the hope that this year's observance will promote fair housing practices throughout our City.

Mayor Ronald L. Shaffer

City Clerk

Date



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: March 3, 2008

Council Meeting Date: March 24, 2008

COU2008-21: CONSIDER DESIGN AGREEMENT FOR PROJECT 190865: 2009 C.A.R.S., ROE AVENUE RESURFACING FROM SOMERSET DRIVE TO 83RD STREET

RECOMMENDATION

Move to approve the design agreement with HNTB Corporation for Project 190865: 2009 CARS, Roe Avenue Resurfacing from Somerset Drive to 83rd Street in the amount of \$76,800.00.

BACKGROUND

Six consultants submitted proposals for the design of the 2009 CARS program. The six were narrowed down to three and on February 11, 2008, the Consultant Selection Committee conducted oral interviews of HNTB, Larkin and Wilson & Company. The committee selected HNTB.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program in the amount of \$76,800 under project 190865: CARS, Roe Avenue from Somerset Drive to 83rd Street.

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Design agreement with HNTB.

PREPARED BY

S Robert Pryzby, Director of Public Works
February 26, 2008



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: March 3, 2008
Council Meeting Date: March 24, 2008

COU2008-22: CONSIDER DESIGN AGREEMENT FOR PROJECT 190869: 2009 STREET RESURFACING PROGRAM

RECOMMENDATION

Move to approve the design agreement with HNTB Corporation for Project 190869: 2009 Street Resurfacing Program in the amount of \$206,700.00.

BACKGROUND

Six consultants submitted proposals for the design of the 2009 street resurfacing program. The six were narrowed down to three and on February 11, 2008, the Consultant Selection Committee conducted oral interviews of HNTB, Larkin and Wilson & Company. The committee selected HNTB. The streets to be reviewed in the concept phase for project 190869 are:

- Falmouth Street (Windsor Street to 74th Street)
- 74th Street (Falmouth to Windsor Street)
- Fontana Street (75th Street to 79th Street)
- Fontana Street (79th Street to 82nd Street)
- Rosewood CDS (Rosewood Lane to End)
- 73rd Street (Nall Avenue to Tomahawk Road)

This list is subject to change after the consultant has completed the concept phase. The final list will be determined based on scope of work and available budget.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program in the amount of \$206,700.00 under project 190869: 2009 Street Resurfacing Program.

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Design agreement with HNTB.

PREPARED BY

S Robert Pryzby, Director of Public Works
February 26, 2008



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: March 3, 2008

Council Meeting Date: March 24, 2008

COU2008-26: CONSIDER INTERLOCAL AGREEMENT WITH CITY OF MISSION HILLS FOR THE OPERATION AND MAINTENANCE OF LIGHTS ON TOMAHAWK BRIDGE

RECOMMENDATION

Move to approve the interlocal agreement with the City of Mission Hills for the operation and maintenance of the lights on the Tomahawk Bridge.

BACKGROUND

The Tomahawk Bridge is currently under construction and nearly complete. This bridge includes lights which are both in the City of Mission Hills and Prairie Village. The electric meter is on the Prairie Village side so an interlocal agreement is needed to split the costs (50%-50%) for electricity and maintenance. Prairie Village will be responsible for the maintenance of the lights and will invoice Mission Hills for half of any associated costs.

FUNDING SOURCE

The cost for maintenance and operation of the lights will come from the Public Works operations budget.

RELATION TO VILLAGE VISION

- CC1a. Make streetscape improvements to enhance pedestrian safety and attractiveness of the public realm.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Provide sidewalks in new and existing areas to allow for continuous pedestrian movement around Prairie Village.*
- TR1b. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Interlocal agreement with the City of Mission Hills.

PREPARED BY

S Robert Pryzby, Director of Public Works
February 6, 2008



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: March 3, 2008
Council Meeting Date: March 24, 2008

COU2008-25: CONSIDER DESIGN AGREEMENT FOR PROJECT 190871: MISSION LANE BRIDGE REPLACEMENT

RECOMMENDATION

Move to approve the design agreement with George Butler Associates Inc. for project 190871: Mission Lane Bridge Replacement in the amount of \$134,000.00.

BACKGROUND

The Mission Lane Bridge (over Brush Creek) is located in the Prairie Village shopping Center approximately 250 feet north of Mission Road. It is currently a continuous, three-span, reinforced concrete flat slab structure. Culverts owned by Highwoods Properties abut the bridge on both sides. The bridge was originally constructed in 1947. The original structure included piers consisting of square columns with a concrete pier beam and footings below the concrete column locations. During construction of the shopping center non-load bearing masonry was added between columns to create separate channels. In addition, non-bearing walls were added at each end to match the channel formed by the adjacent Highwoods Properties structures. The bridge is classified as structurally deficient and needs to be replaced.

The construction cost of the Mission Lane Bridge was previously estimated during the biennial bridge inspection. It may not represent the actual cost to complete this work. The design and construction of this project is complicated due to its location in the shopping center. The tight area in which to perform construction, and the fact it spans brush creek which is very unpredictable as to flooding. Attached is some information that you may find useful in understanding the complexity and scope of this project.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program in the amount of \$59,000.00 with a transfer of \$75,000.00 from Project 190719: 2008 Storm Drainage Improvements.

RELATION TO VILLAGE VISION

- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*
- TR1a. Ensure that infrastructure improvements meet the needs of all transportation users.*

ATTACHMENTS

1. Design Agreement with George Butler Associates, Inc. (GBA)
2. "Understanding the Scope" of the Mission Lane Bridge Replacement

PREPARED BY

S Robert Pryzby, Director of Public Works
February 27, 2008

COUNCIL COMMITTEE OF THE WHOLE
March 3, 2008

The Council Committee of the Whole met on Monday, March 3, 2008 at 6:00 p.m. The meeting was called to order by past Council President David Belz with the following members present: Mayor Shaffer, Al Herrera, Bill Griffith, Ruth Hopkins, David Voysey, Michael Kelly, Laura Wassmer, Pat Daniels, Charles Clark, Nancy Wallerstein and Diana Ewy Sharp. Andrew Wang arrived at 6:10 and assumed the chair. 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; Nic Sanders, Human Resources Specialist; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

Ruth Hopkins moved the approval of the Consent Agenda for Monday, March 3, 2008:

- **Approve the design agreement with HNTB Corporation for Project 190865: 2009 CARS, Roe Avenue resurfacing from Somerset Drive to 83rd Street in the amount of \$76,800.00**
- **Approve the design agreement with HNTB Corporation for Project 190869: 2009 Street Resurfacing Program in the amount of \$206,700.00**
- **Approve an Interlocal Agreement with the City of Mission Hills for the operation and maintenance of the lights on the Tomahawk Bridge**

COUNCIL ACTION REQUIRED
CONSENT AGENDA

The motion was voted on and passed unanimously.

COU2007-23 Consider Fund Transfer to Purchase Additional Road Salt

Bob Pryzby reported as of February 27th, Public Works has removed snow/ice on 13 occasions. Slightly more than 2,000 tons of road salt has been used. Right after January 1, 2008, Public Works had less than 200 tons of road salt in the salt barn. Fortunately, the new budget year started and provided funds for ordering 1,000 tons at the March, 2007 bid price of \$37.22 per ton. The last of the order was delivered on February 25th. Currently the salt barn has about 300 tons of salt, enough for approximately 1.5 storms.

Mr. Pryzby reported the City has 1,350 tons remaining on the 2007 commitment and could order the additional salt now. Normally, Public Works seeks new bids in late March for the next winter season. The vendor has agreed to sell the 1,350 tons at the existing contract price of \$37.22 per ton. Purchasing now at this price could save the City \$6,000 to \$8,000 for next season.

The 2008 Public Works Operating Budget has a balance of \$15,000 for salt purchases. The 1,350 tons will cost just over \$50,000. Therefore, Public Works is requesting a transfer of \$35,000 from the General Fund Contingency for the purchase of road salt.

Mr. Pryzby also distributed to the Council information from the city's weather consultant figures on Kansas City area snowfall and temperatures for the current year and past years. He also

reviewed briefly a spreadsheet with the city's costs per storms. David Voysey asked for the cost per storm. Mr. Pryzby replied \$18,000 based on an hourly cost of \$51.02 including personnel and materials. Mr. Voysey asked if this expenditure was approved if the 2009 budget would reflect an equivalent reduction. Mr. Pryzby responded it would not. He is concerned with having materials available for a fall snow event.

Charles Clark noted the largest portion of the charge for salt is not the material, but the cost of transportation to get the salt to the desired destination and based on projected transportation cost increases, he feels the proposed purchase at this time is a good move.

David Belz asked about the different mixes being used by other communities that have been discussed by reporters. Mr. Pryzby stated he does not have enough information to evaluate them.

Nancy Wallerstein made the following motion, which was seconded by Laura Wassmer and passed unanimously:

RECOMMEND THE CITY COUNCIL APPROVE THE TRANSFER OF \$35,000 FROM THE GENERAL FUND CONTINGENCY TO THE PUBLIC WORKS OPERATING BUDGET TO PURCHASE ADDITIONAL ROAD SALT ON THE EXISTING BID.

**COUNCIL ACTION TAKEN
3/3/2008**

Council President Andrew Wang assumed the chair.

COU2008-24: Consider correction of Right-of-Way Construction Cost Factor for Right-of-Way Permit

Bob Pryzby stated the City Council recently approved an increase in the construction cost factor from \$9.91 to \$11.10 for new pavement, from \$4.75 to \$4.76 for overlay pavement and from \$0.61 to \$0.68 for slurry seal surfaces. An error has been discovered in the calculation of the adjusted rates. The new rates being recommended are \$11.33 for mill and overlay pavement, \$2.76 for slurry seal pavement and \$55.47 for new pavement.

These rates are determined by the disruption of the pavement in the issuance of a right-of-way permit. At the time of permit issuance, the pavement age and type is determined. For example, the fee is greater if recently improved infrastructure is disturbed. The age is used to determine the deterioration of the pavement. The product of age, type of pavement and area of excavation is added to the permit fee. The intent of this additional fee is to recognize the shortened life of the pavement due to the excavation.

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

RECOMMEND THE CITY COUNCIL APPROVE THE FOLLOWING RIGHT-OF-WAY CONSTRUCTION COST FACTOR FEES: \$11.33 FOR MILL AND OVERLAY

PAVEMENT, \$2.76 FOR SLURRY SEAL PAVEMENT AND \$55.47 FOR NEW PAVEMENT.

**COUNCIL ACTION TAKEN
03/03/2008**

COU2008-25 Consider Design Agreement for Project 190871: Mission Lane Bridge Replacement

Bob Pryzby noted the Mission Lane Bridge (over Brush Creek), located in the Prairie Village shopping Center approximately 250 feet north of Mission Road, is currently a continuous, three-span, reinforced concrete flat slab structure. Culverts owned by Highwoods Properties abut the bridge on both sides. The bridge was originally constructed in 1947. The original structure included piers consisting of square columns with a concrete pier beam and footings below the concrete column locations. During construction of the shopping center non-load bearing masonry was added between columns to create separate channels. Non-bearing walls were added at each end to match the channel formed by the adjacent Highwoods Properties structures. The bridge is classified as structurally deficient and needs to be replaced.

The construction cost of the Mission Lane Bridge was previously estimated during the biennial bridge inspection. Mr. Pryzby note it may not represent the actual cost to complete this work. The design and construction of this project is complicated due to its location in the shopping center. The tight area in which to perform construction, and the fact it spans brush creek which is very unpredictable as to flooding. Funding is available under the Capital Infrastructure Program in the amount of \$59,000.00 with a transfer of \$75,000 from Project 190719: 2008 Storm Drainage improvements

Mr. Pryzby reviewed with the Council the location of this underground bridge and the conversations held with representatives of Highwoods Properties regarding pending improvements to their property. He noted they have been aware of pending improvements for the past five years. A representative from Highwoods was involved in the design consultant selection process because of the need to coordinate actions on this bridge. If the design agreement is approved, Mr. Pryzby stated he will attempt to force the issue with Highwoods in hopes of getting the necessary cooperation and coordination for the project. What he has been told so far is that Highwoods is looking at a minimal repair and patching of the bridge.

Ruth Hopkins asked if the City proceeded with its improvements and years later Highwoods made the necessary improvements on its portion of the project would it require any changes to our completed work. Mr. Pryzby responded no, during the design of the project that issue would be addressed. Mrs. Hopkins asked if the bridge repair was state mandated. Mr. Pryzby replied it was not mandated, however, the past two bridge analyses conducted have shown structural deficiencies and therefore, the City has a liability. Mrs. Hopkins asked if any state funds would be available. Mr. Pryzby stated grant funds are available; however, if they were applied for the project may not be funded for another 7 to 8 years because of budget problems at the state level and when funded only 30 to 35% of the costs would be covered.

Nancy Wallerstein stated several years ago there was talk about making Mission Lane a cul-de-sac and asked if that was still being considered. Mr. Pryzby replied no. He noted the

Mayor and City staff has talked with Highwoods several times about the ownership of Mission Lane.

Bill Griffith expressed concern with the City being placed in the position to have to do Highwoods' repairs. Mr. Pryzby stated the City received an opinion from the City Attorney that the City had no liability for their portion of the bridge. Nancy Wallerstein stated if the Council moved forward with this it would provide a bargaining tool and perhaps the needed impetus to get action.

Bill Griffith stated the City has more to lose in liability and exposure if the channel is as bad as the report indicates. Mr. Pryzby noted Highwoods has already lost a major tenant from the shopping center because of flooding in the basement caused by the channel.

Diana Ewy Sharp made the following motion, which was seconded by Michael Kelly and passed by a vote of 11 to 1 with Bill Griffith voting "nay":

**RECOMMEND THE CITY COUNCIL APPROVE THE DESIGN AGREEMENT
WITH GEORGE BUTLER ASSOCIATES, INC. FOR PROJECT 190871:
MISSION LANE BRIDGE REPLACEMENT IN THE AMOUNT OF \$134,000.00
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Mrs. Ewy Sharp asked Mr. Griffith what he felt the Council should do. He shared his frustration at the City becoming an ATM bailing out other entities such as the school district and feels similar requests/demands will come from Highwoods. Mayor Shaffer disagreed and stated Highwoods has been made clearly aware of where the City stands. Mr. Herrera stated he felt Highwoods has more to lose than the City.

COU2008-27 Consider Construction Administration Agreement for Project 190864: 2008 Paving Program; Project 190868: CARS Program on Roe Avenue and Project 190719: Storm Drainage Repair Program

Bob Pryzby reported six consultants submitted proposals for construction administration services for 2008 City projects. The proposals were reviewed and three firms were selected to give oral presentations. On February 11, 2008, the selection committee interviewed George Butler Associates (GBA), Shaffer, Kline & Warren (SKW) and Brungardt Honomichl & Company (BHC Rhodes) with the committee selecting BHC Rhodes.

Funding is available under the Capital Infrastructure Program in the amount of \$115,500 for Project 190864: 2008 Street Resurfacing Program; \$40,500 for Project 190868: CARS, Roe Avenue from 91st Street to Somerset Drive and \$55,000 for Project 190719: 2008 Storm Drainage Repair Program. Mr. Pryzby noted fifty percent or \$20,250 of the construction administration costs for Project 190868: CARS will be reimbursed by the County.

David Belz made the following motion, which was seconded by Al Herrera and passed unanimously:

RECOMMEND THE CITY COUNCIL APPROVE THE CONSTRUCTION

ADMINISTRATION AGREEMENT WITH BHC RHODES FOR PROJECT
190864: 2008 STREET RESURFACING PROGRAM; PROJECT 190868:
CARS PROGRAM ON ROE AVENUE AND PROJECT 190719: STORM
DRAINAGE REPAIR PROGRAM

COUNCIL ACTION TAKEN
3/3/2008

Discuss Notification for Large-Item Pickup

Andrew Wang explained the City's Solid Waste Services Contract with Deffenbaugh includes the City's Large Item Pick-up which costs approximately \$40,000. The contract requires Deffenbaugh to provide notification to residents of the event one week prior to the collection day. Representatives of Deffenbaugh have expressed the desire to not distribute notices questioning why they were distributing door hangers for a City program and stated previous distributions have been contracted out and they are not certain that all the appropriate residents received notification.

Quinn Bennion in discussing the request had initiated discussion of reducing the amount of the contract if this responsibility was removed, suggesting an amount of \$4,000. He noted the response he's received from Deffenbaugh is for a smaller reduction in the contract price.

Laura Wassmer stated if it is in the agreement, they should be providing the service. Bill Griffith suggested countering with a \$10,000 reduction in fee and note that the City would be verifying the distribution of the materials. Mr. Griffith asked how many door hangers are distributed. Mr. Pryzby responded 9500. It was noted they could be mailed out for less than \$4,000.

Nancy Wallerstein noted with the Large Item Pickup in approximately one month there is not enough time to get the word out using city publications. It is a term of their agreement and they should be required to carryout the distribution of notices. Ruth Hopkins would like to have the City more closely monitor the distribution of the flyers if possible.

Village Vision

Pat Daniels reported representatives of City met with HNTB to discuss how to initiate the 75th Street study and to discuss a schedule for activities. They have already engaged a marketing firm. The completion date is November of 2008. They will hold public information meetings at Asbury Church on 75th Street. The first public meeting will be in April. The City is seeking to coordinate efforts with the cities of Overland Park and Kansas City, Missouri for the sections of 75th Street adjacent to those jurisdictions. Mr. Daniels noted he has already talked with Mayor Gerlach and other representatives Overland Park on possible coordination from Metcalf to Nall.

Quinn Bennion added some of the legal services have been removed from the scope of services in the agreement and will be done under the cities legal services with Lathrop and Gage.

Park & Recreation

Diana Ewy Sharp noted the Council agenda has the appointment of a Parks Master Planning Subcommittee that will oversee and work with the consultant selected to prepare the City's Parks Master Plan. The subcommittee is comprised of Prairie Village residents that are active in the parks at the City and County level as well as a representative of the Prairie Village Arts Council. The subcommittee members are: Diane Ewy Sharp, Al Herrera, Nancy Wallerstein, Kathy Peterson, Randy Kronblad, Randy Knight and Jim Bernard, Jr.

Mrs. Ewy Sharp reported that vandalism continues to occur in the city's parks with four instances occurring in the past months.

Staff Reports:

Public Works:

- A new omni-directional microphone is being tested on the public podium to better pick up voices of individuals addressing the Council.
- Tomahawk Road work is continuing as weather allows.
- Tomahawk Road Bridge contractor is waiting for 50 degree weather to lay the final brick surface. All of the metal railings have been installed.

David Voysey noted he continues to get several questions residents in his Ward. Mr. Pryzby stated the delays are weather related - concrete can not be poured in wet, snowing and cold conditions.

Laura Wassmer expressed concern with the large number of potholes in the City and asked if additional money would be needed to fix them. Mr. Pryzby responded his crews are patrolling regularly and have covered the City 2.5 times. The potholes are the result of the snow and cold. Their goal is to address them quickly and keep them small. He does not feel additional budget funds would be necessary.

Al Herrera noted the school crossing at 79th & Roe was on red in the evening. Mr. Pryzby responded this crossing has an activation button and is necessary in the evening because of the number of evening activities at the school.

Public Safety:

- A resident drove through street barricades almost hitting two public works employees doing road repairs. The individual was later arrested by police.
- The Liz Wilson case is hearing closing arguments and will go the jury shortly.
- 92 letters have been mailed to residents surrounding the Kansas City Christian School informing them of three informational meetings to be held to discuss proposed solutions to parking issues. One meeting will be for residents south of 79th Street, one for residents north of 79th Street, and one for school officials and driving parents. The meetings will be held this month.

Pat Daniels asked if the school was deviating from the approved agreement. Chief Jordan responded staff have confirmed the number of classrooms and are looking into questions received from a resident on Juniper. He noted some of the information posted on their website

may be inclusive of a school site that is off campus. As a result, there may be some assumptions by neighbor(s) that is incorrect.

Laura Wassmer asked if the conditions of a Special Use Permit can be changed. Katie Logan this can only be done if the use changes or upon renewal of the permit.

- The residents surrounding Briarwood have responded very positively to the proposed changes to address traffic and parking issues at the school.
- On March 5th, Chief Jordan and several officers will go to St. Ann's School to address a class of students who have written to the department.
- March 24th is "Public Safety Night" at the Brigade Football Game. Department personnel will be participating in related activities.
- April 25th is the annual skateboard contest between Mission Valley and Indian Hills Middle Schools.

Legal

- Katie Logan reported the lawsuit filed by former employee Devin Knight has been dismissed.

Administration

- Quinn Bennion welcomed Dennis Enslinger, Assistant City Administrator. Dennis has become involved in several projects and is a great addition to staff.
- The 2009 Budget calendar has been revised and the first budget presentation will be April 7th.
- OPUS has filed an application with the Planning Commission for the April 1st meeting. The plans are essentially the same as presented to the Council earlier in the year. They have not submitted any financing requests. They held two informational meetings with approximately 80 people attending.

Diana Ewy Sharp asked if the Planning Commission ever considered financing. Katie Logan responded they did not. Financing and zoning are totally separate issues. Andrew Wang asked if the Planning Commission took any action other than the zoning. Ms Logan responded if the zoning is approved, they would then approve the final development plan.

- Quinn announced he would be out of the office from March 8th to March 18 and noted Dennis Enslinger will be in charge.

Food Subcommittee

Ruth Hopkins stated a few years ago there was a food subcommittee. She would like to have that group meet again to discuss concerns raised by some Council members. Any council members who want to participate should contact Mayor Shaffer.

Adjournment

Council President Andrew Wang adjourned the meeting at 7:25 p.m.

Andrew Wang
Council President

MAYOR'S ANNOUNCEMENTS

Monday, March 24, 2008

Committee meetings scheduled for the next two weeks include:

Community Center Committee	03/24/2008	5:00 p.m.
75 th Street Corridor Steering Committee	03/26/2008	7:00 p.m.
Environmental Recycle Committee	03/26/2008	7:00 p.m.
VillageFest	03/27/2008	7:00 p.m.
Planning Commission	04/01/2008	7:00 p.m.
Tree Board	04/02/2008	6:00 p.m.
Council Committee	04/07/2008	6:00 p.m.
Council	04/07/2008	7:30 p.m.

The Prairie Village Arts Council is pleased to feature an exhibit by Jim Hamil and his son Alex Hamil in the R. G. Endres Gallery for the month of March.

Tomahawk Bridge reopening celebration

Election Day - Remember to vote Tuesday, April 1st.

Recreation memberships will go on sale in the City Clerk's office on April 1st. The pool will open May 24th.

Plan to attend the Shawnee Mission East Earth Fair on Saturday, April 12th from 10 a.m. to 3 p.m.

The annual large item pick-up has been scheduled with Deffenbaugh for April 19th.

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

INFORMATIONAL ITEMS
March 24, 2008

1. Planning Commission Agenda - April 1, 2008
2. Planning Commission Actions - March 4, 2008
3. Planning Commission Minutes - February 5, 2008
4. Tree Board Minutes - March 6, 2008
5. Sister City Committee Minutes - March 10, 2008
6. Prairie Village Arts Council Minutes - February 20, 2008
7. Villagefest Committee Minutes - February 28, 2008
8. Home Renovation Workshop Brochure - April 5, 2008
9. Earth Fair 8 Information - April 12, 2008
10. Mark Your Calendars
11. Committee Agenda

PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
MUNICIPAL BUILDING - 7700 MISSION ROAD
TUESDAY, APRIL 1, 2008
Council Chambers
7:00 P. M.

- I. ROLL CALL
- II. APPROVAL OF PC MINUTES - March 4, 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
- IV. PUBLIC HEARINGS - 7:00 p.m.
PC2008-02 Request for Special Use Permit for a
Telecommunications Tower & Related Equipment
4805 West 67th Street
Zoning: R-1a
Applicant: Justin Anderson for T-Mobile

PUBLIC HEARINGS - 8:00 p.m.
PC2008-03 Request for Rezoning from R-1a (Single Family Residential)
To MXD (Mixed Use District) Meadowbrook Country Club
Property at 91st & Nail
Applicant: OPUS, NWR, LLC
- V. OTHER BUSINESS
Consider Policy on Office Complex Signs
- 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

*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.

**Planning Commission Actions
Tuesday, March 4, 2008**

PC2008-02 Request for Special Use Permit for Telecommunications Tower & Related Equipment at 4805 West 67th Street

This application was continued to the April 1, 2008, meeting of the Planning Commission due to the lack of a quorum.

Consider Policy on Office Complex Signs

The Commission discussed establishing a Policy on Office Complex Signs that would identify possible deviations that would be considered by the Commission for office complex signs.

**PC2007-104 Request for Approval of Sign Standards
2200 West 75th Street**

Approved sign standards and a revision to the existing monument sign for 2200 West 75th Street allowing the names of all three tenants and no façade signs.

**PC2008-102 Request for Monument Sign Approval
5350 West 94th Terrace**

**PC2008-103 Request for Monument Sign Approval
9401 Nail Avenue**

Approved sign standards and proposed monument signs for these two office buildings allowing the identification of the Building with two tenants identified with the limitations of the required sign face maximum of 20 square feet.

PC2008-104 Request for façade sign for Farmers Insurance at 5100 West 95th Street

Approved the proposed façade sign for Farmers Insurance on the second floor south elevation of the office building at 5100 West 95th Street as revised.

**PLANNING COMMISSION MINUTES
MEETING OF FEBRUARY 5, 2008**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, February 5, 2008 in the Council Chamber, 7700 Mission Road. Vice-Chairman Bob Lindeblad called the meeting to order at 7:00 p.m. with the following members present: Randy Kronblad, Robb McKim and Marc Russell.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Pat Daniels, Council Liaison; Bob Pryzby, Director of Public Works and Joyce Hagen Mundy, Planning Commission Secretary.

APPROVAL OF MINUTES

Randy Kronblad moved the Planning Commission minutes of January 8, 2008 be approved as written. The motion was seconded by Marc Russell and passed unanimously.

PUBLIC HEARINGS

Vice-Chairman Bob Lindeblad noted there were no public hearings scheduled before the Planning Commission.

NON PUBLIC HEARINGS

**PC2007-104 - Request for Approval of Sign Standards
2200 West 75th Street**

Dr. Sid McKnight, owner of the building at 2200 West 75th Street, presented the proposed signs and sign standards for his building. The proposed monument sign identifies two tenants and the address of the building with four lines of text. The third tenant of the building is identified by a façade sign on the front of the building.

Dr. McKnight stated he had spoken with Prudential Realty located at 7400 State Line Road and distributed a photo of their monument sign which identifies both Prudential Realty and KC Eye Clinic. This sign was approved by the Planning Commission last year.

Ron Williamson reviewed the discussion on the approval of the sign for 7400 State Line Road, noting this was an extremely large building with one acre

square foot and facades on three different streets. Under the city's regulations, the building could have had two monument signs. The Commission felt this was a unique situation with the location and sign of the building and approved two names on one monument sign instead of allowing two different monument signs.

Bob Lindeblad asked if the Commission had to authority to approve signs that violate the city's zoning regulations. Mr. Williamson responded if the Commission finds special conditions to exist it can approve sign standards that differ from the standard zoning regulations.

Mr. Williamson noted he liked the design of the façade sign on the building. Dr. McKnight stated he would be agreeable with having two names on the building and one on the monument sign.

Bob Lindeblad stated he felt the Commission needed to step back and regroup on this issue possibly drafting an ordinance change or a policy that specifically identifies what criteria the Commission would require for signs varying from the ordinance. He does not feel it is fair to the applicants to make decisions on a case by case basis or by the size of the building. Mr. Kronblad agreed.

Mr. Williamson noted the next application on the agenda also asks to identify two tenants, but has three lines of text on the sign. He noted another non-compliant sign has filed for the March agenda.

Robb McKim confirmed the current ordinance allows for the name of the building or business and one additional text line that identifies a service.

Mr. Lindeblad asked Dr. McKnight the size of his building and number of tenants. Dr. McKnight responded 6,000 square feet with three tenants.

Bob Lindeblad, noting the next application did not meet the city's regulations, asked John Byram, owner of the Brodker Building if he wanted to address the Commission.

John Byram, owner of the two Bodker Office Buildings at 94th Terrace and Nall, stated he is loosing tenants because of the proposed OPUS project and the lack of signage. Some tenants are considering relocating to 95th and Nall on the Overland Park side which business signage is allowed. Mr. Byram noted there is a 29% vacancy rate in office buildings in Prairie Village and he is trying to keep the tenants he has. He also noted one of the points made in Village Vision is for the City to promote and retain small businesses. His buildings have 11,000 square feet each with 7 tenants in one building and 8 tenants in the other.

Bob Lindeblad asked how he is able to grant only 2 tenants signage. Mr. Byram feels the proposed sign is well designed and did not feel the Commission would allow for any more than two tenants identified.

Bob Lindeblad stated he felt multiple tenant office buildings should be able to do something to encourage small tenants to operate and stay in the City. He sees the need for signage.

Robb McKim stressed, however, he does not want to see the monument sign become a huge outdoor directory for the building. Randy Kronblad stated he understands his concerns. He noted most office building tenants do not rely on drive by traffic for business.

Mr. Williamson noted businesses locating in Prairie Village tend to be smaller size

Bob Lindeblad stated he sees the options before the Commission to either take action on the signs or continue for 30 days for the development of a policy to more clearly address this issue. Commission members stated they would prefer to continue, particularly with three Commission members not in attendance.

Robb McKim noted the Commission does not have a clear basis on which do allow variations to the sign regulations which allow only one name on a monument sign.

Bob Lindeblad advised the applicants the Commission wants to help them and he feels their requests are reasonable; however, he feels the applications need to be continued for one month to allow the Commission to come to a clear consensus on what will be allowed and what factors will go into the approval of variations.

Robb McKim moved the Planning Commission continue application PC2007-104 to their March 4, 2008 meeting. The motion was seconded by Randy Kronblad and passed unanimously.

PC2008-102 Request for Monument Sign Approval
5350 West 94th Terrace

PC2008-103 Request for Monument Sign Approval
9401 Nall Avenue

John Byram noted his tenants leases are coming up for renewal, so he needs a response soon. He is ok with 30 days, but does not want to see this dragged out any longer.

Marc Russell moved the Planning Commission continue applications PC2008-102 and PC20008-103 to their March 4, 2008 meeting. The motion was seconded by Robb McKim and passed unanimously.

OTHER BUSINESS

Ron Williamson announced the Commission did receive a revised landscape plan for the AT&T box at 7711 Fonticello with signatures of the property owners stating their approval of the Plan.

The Planning Commission secretary announced the March 4th filings included the following: Request for Special Use Permit for communications tower at 4805 West 67th Street by T-Mobile; Replat of the Corinth Cemetery; Sign approval for Farmers Insurance at 5100 West 95th Street plus the three items continued by the Commission with discussion on a policy for signage at multi-tenant office buildings and parking requirements at schools.

ADJOURNMENT

With no further business to come before the Planning Commission, Vice Chairman Bob Lindeblad adjourned the meeting at 7:30 p.m.

Bob Lindeblad
Vice-Chairman

TREE BOARD
City of Prairie Village, Kansas

MINUTES

Wednesday – March 5, 2008, 6:00PM Meeting
Public Works – Conference Room
3535 Somerset Drive

Board Members in Attendance: Cliff Wormcke, Greg VanBooven, Deborah Nixon, Luci Mitchell, Art Kennedy, Linda Bishop, Tony Rostberg, Laura Wassmer

Other Attendees: Bob Pryzby

- 1) **Review and Approve minutes from November 7, 2007 meeting.** Approved on a motion by Greg VanBooven and seconded by Luci Mitchell
- 2) **Review and Approve minutes from February 6, 2008 meeting.** Approved by consensus as there was not a quorum
- 3) **Sub-Committee Report**
 - 3.1) **Fall Seminar**
 - a) **Follow up on ways to increase attendance.** Greg reported that the meeting would be on October 1 at 7PM at City Hall. Bob will contact Kim Bomberger to speak about the MARC report on the value of the City trees to the environment
 - 3.2) **Arboretum Committee**
 - a) **Tree selection process for arboretum signage.** Art reported that he will be getting together with Bob to select trees
 - 3.3) **Arbor Day** Deborah reported that the State of Kansas celebrates Arbor Day on the last Friday in April. She suggested that the City celebrate it on Saturday, April 26th. She recommended that the honoree be Bob Pryzby and asked Bob to select a tree and a park where the tree would be planted. The ceremony would be at 10:30AM.
- 4) **Earth Day update – Deborah Nixon** Luci and Deborah have been working on the event to be held on Saturday, April 20th at SME. Luci asked for volunteers and Cliff, Laura and Tony responded that they would check their calendars. The Board agreed to raffle a tree.
- 5) **Update on article for the Village Voice – Deborah Nixon** Deborah reported that the article was sent to Jeanne Koontz by Bob.
- 6) **Old Business**
- 7) **New Business**
 - 7.1) Deborah reported that Margaret Thomas had suggested that the Tree Board consider planting a “Carbon Sink Forest”.
 - 7.2) The new members introduced themselves and the Board members did the same.
- 8) **The next meeting agenda** Wednesday April 2 at 6PM at Public Works.

SISTER CITY COMMITTEE
10 March, 2008
MINUTES

Call to Order

Chairperson Cindy Dwigans called the meeting to order at 7.00pm. Members present: Cleo Simmonds, Carole Mosher, Bob McGowan and Jim Hohensee. Also present: Joyce Hagen Mundy.

Approval of Minutes

Cleo Simmonds moved the approval of the January 8th and February 11th committee minutes. Carole Mosher seconded the motion, which passed unanimously.

Reception for Shawnee Mission East International Students

Carole Mosher reported that although the February 27th reception for Shawnee Mission East International Students was not as well attended as last years, it was enjoyed by all in attendance. Six students and their families were able to attend. Carole reviewed the process followed and asked for suggestions to improve the event. It was noted that this year's event conflicted with other school activities. The student advisor noted this year's group of students have not been as active or close to one another as past students. It was recommended that perhaps the parents be called prior to invitations being sent to the students to alert them of the upcoming event. Committee members thanked Carole for her work on this important event.

Update of Dolyna

Cleo Simmonds reported the formal invitation from Mayor Shaffer has been extended to the Mayor of Dolyna to enter into a Sister City relationship. He will follow-up the invitation with a letter detailing expectations of the relationship.

Cleo reported Peace Corps volunteer Charlotte Siggins, his primary English speaking contact, will be leaving in April. Bob McGowan asked what methods will be taken to reinforce communication after Charlotte leaves. Cleo responded Shasha would be his primary contact, but noted he does not speak English and he would need to go through his English-speaking assistant.

Cleo stated he had no news from the Open World Delegation to report. He hasn't had any response from Michael regarding the status of the pen pals at East. Carole felt junior high school students may be more likely to respond to pen pals. Cleo responded the East students had indicated they would respond.

Cleo is waiting for pictures from Michael to put up the display on Dolyna in the display case at City Hall.

Cleo asked Bob to contact Janice at Corinth Elementary regarding the status of cooperation between schools. The committee discussed different means of cooperation and raised questions regarding what types of materials the school is seeking.

Cleo reported he is working on getting demographic information for the "shoebox diplomacy" program. Cindy stated it would be helpful to have pictures or a website that could be referenced when seeking to get individuals involved.

Cindy noted that due to the slow progress and lack of visible action on Dolyna's part, it is unlikely that signing ceremonies would occur this July 4th. The committee discussed the signing

event and if it should be held in conjunction with Villagefest. Committee members noted although Villagefest gathers a large number of people, it does not have the demographics of people who are likely to support Sister City. Cleo noted the support of the Ukrainian Club. It was suggested the Rotary Club may be another source of support. Bob would contact Doug Luther regarding this possibility.

Cindy asked if the City of Dolyna hasn't formed a Sister City Committee yet. Cleo stated he has suggested the formation of a committee several times. He suggested those individuals involved in the beginning of this process be considered for the committee as well as those individuals coming to the United States.

Update Sister City International meeting in Kansas City

Bob reported on progress on arrangements for the upcoming Sister City conference. He reviewed the schedule and the cost for non-delegates to attend the social events. Events are scheduled at the Liberty Memorial, the Nelson Art Gallery, the Northern Ireland event and the Saturday Gala. Committee members discussed the possibility of attending some of these events. Cindy noted these provide an excellent opportunity for networking and gathering information from other cities. Cleo stated he would rather see money spent on sending a delegate than on members attending the social events.

Cleo Simmonds moved that Carole Mosher be the city's delegate to the Sister City International. The motion was seconded by Bob McGowan and passed unanimously. Jim would check his schedule to see if he would also be able to attend as a delegate. If so, he would register later.

Bob reported he had received an invitation to a meeting on Monday, March 24th at 7:30 a.m. in Olathe. Michael Wood, President of the Kansas City Sister City Committee will be speaking on the upcoming conference.

Nomination of Chair for April Meeting

The committee discussed possible replacements for Cindy as chairman. Bob McGowan is the most senior member of the committee. Bob stated he felt there needs to be continuity in the chairmanship and does not support rotating the chair each meeting. Committee members discussed the number of vacancies currently existing on the committee and the difference between the city committee and the 501C3 committee. Cindy suggested Council members from each ward be asked to recommend a member to serve on the committee.

Jim Hohensee agreed to chair the April 14th meeting of the Committee.

Adjournment

The next meeting will be Monday, April 14th at 7 p.m. and will be chaired by Jim Hohensee. The meeting was adjourned at 8:30 p.m.

Cindy Dwigans
Chair

**Prairie Village Arts Council
20 February 2008
Minutes**

The Prairie Village Arts Council met at 7.00 pm in the Multi-purpose Room. Members present: Randy Kronblad, Chairman, Dan Andersen, Bob Endres, Inge Dugan, Pam Marshall, X, and Jack Shearer. Also present: Chris Engel.

Minutes

Committee approved minutes from the 16 January 2008 meeting as submitted.

Council Report

No report at this time.

Financial Report

Chris reported that the carry-over of 2007 funds in the amount of \$1,401.18 was almost complete. Randy reminded everyone that this was probably going to be that last year this was going to be allowed. Chris also updated everyone of the totals in the Municipal Foundation. It was requested that copies of the budget and the financials be included with the monthly agenda and minutes.

March Exhibit/Reception

Chris passed around the postcard for Jim and Alex Hamil's show and notified everyone it should arrive by mail in the next few days. Randy said the show would be on Friday, March 14th at 6.30pm. Volunteers for the show were Dan, Bob, Randy, and Inge.

State of the Arts Update

Bob notified the Committee that he had talked with Columbian Bank and they would donate \$3,000 for prize money for the show. The remaining \$5,000 would be raised through contributions. It was discussed if it was possible and appropriate to include their names on the large banners that advertized the event throughout the City. It was believed to be appropriate and staff would look into the possibility of adding their names and report back.

Bob informed the Committee that Columbian Bank was also willing to pay for a 20x20 tent if the Committee paid to have their name screened on it. After discussion over the possible different uses of the tent it was decided to accept their offer. Bob will be following up on this as well as finding out what tent accessories will be necessary and report back next meeting.

There was discussion over the continued usage of the water tower image on the media for the event. It was determined that it should be used once again in the hopes that it will soon come to be identified with the event and the city.

Shooting Stars Update

Chris reported that the \$1,000 donation to the scholarship had been made and the Committee had been given ten tickets to the event. In addition, there was space for a ¼ ad in the program booklet. Dan volunteered to work on the ad and get a copy of it to everyone before the deadline at the end of the month. Randy mentioned that the date of the event was Sunday, April 6th. The question of spouses attending was raised and Bob reported they could attend for \$35.

Committee Representatives

Randy notified the Committee that he had been asked to join the Parks Master Plan Sub-Committee. In addition, Bob Pryzby requested that a member of the Arts Council be on the Island Committee to inventory and address the needs of art and statuary within the city islands. Dan volunteered and requested to be considered an alternate to attend the Park Master Plan meetings if Randy is ever unable to attend.

Music Contest

No report at this time.

Co-sponsoring Summer Event with Parks & Rec Committee

Chris mentioned that the P&R Committee had met last week and discussed the possibility of co-sponsoring a summer event this year. There was discussion over concerts at the pool or in the parks. The discussions were only preliminary but they would like to know if the Arts Council was receptive to the idea.

Discussion ensued concerning this possibility and everyone thought it was a good idea. There was especially interest in doing some type of music event on the hill in Harmon Park. The only concern voiced by the Committee was that the event(s) would need to be advertized well to ensure good turn-out and that it should not compete with any similar existing events like 'Concerts at the Clocktower.' Chris mentioned that the next step may be to form a sub-committee of members from each committee to hash out some ideas and explore some possibilities. Chris said he would speak with P&R Chair Diana Ewy Sharp about her thoughts and report back.

New Business

Chris said he had spoken with Chief Jordan from the Police Department and he was interested in gaining some input from the Committee concerning the art in the police department. There was a question of who owned the art hanging there and how they could go about obtaining new police-themed art. Bob said that the City owns all of the art in City Hall with the Arts Council playing the role of caretaker. Chief Jordan was requesting that the Committee be involved, if appropriate, in the process of changing the theme of the art in the Police Department. Chief Jordan also mentioned that he would like the Committee to assist in putting out a call for old photos of the Police Department. Chief would like to celebrate the department's history by matting and framing any appropriate photos for display. There was mention that the presidents of the various homeowners associations would be notified and the request disseminated to the residents that way. In addition, it was mentioned there were boxes of photos in City Hall that had been used for the city's 50th Anniversary booklet and Barbra Vernon's retirement. Bob said he would contact the Chief and determine how the Committee could best assist him.

The next meeting will be at 7.00 pm on Wednesday, March 19th.

There being no further business, the meeting adjourned at 8.05pm.

Randy Kronblad
Chairman

VILLAGEFEST COMMITTEE

February 28, 2008

The VillageFest Committee met February 28, 2008. Present and presiding, Chairman Bob Pisciotta. Members present: Diana Ewy Sharp, Doug Sharp, Jim Hanson, Joel Crown, John Capito, Mary Bahr, Luci Mitchell, Tim Rellihan, Ann Doyle, Chris Andrews, Bob Pryzby, Mike Helms, Capt. Tim Schwartzkopf, Sgt. Byron Roberson, and Jeanne Koontz.

Minutes

Joel Crown moved approval of minutes of the January 2008 meeting. John Capito seconded the motion which passed.

Staff Report/Budget Update

Jeanne Koontz reviewed her staff report. The majority of vendors responded and are available the same time as last year. Last month the committee discussed having a specific set-up time for vendors. She stated she is concerned if the time is too early that many vendors will be waiting around before they are contracted to begin. The committee discussed establishing booth policies last month. She said she drafted a booth application and is waiting for feedback. She raised the concern of the price per plate that Chris Cakes is charging for pancakes. The total cost for 1,000 plates will be \$5,621.60. The total income based on the current price structure will be \$4,980.00. The committee discussed various options. Luci Mitchell made a motion to set the pancake price at \$6 with 6 and under eating free. John Capito seconded the motion and it passed unanimously. Mary Bahr suggested looking at competitors. Bob Pisciotta asked her to look into it and report back. Jeanne Koontz reported that she has been in contact with Jeff Tiller at Omni Entertainment. He sent a sample CD with 4 country bands. Bob Pisciotta asked for a volunteer to coordinate the entertainment. Joel Crown offered to help someone else.

Bob Pisciotta said the budget is currently in balance. As we receive sponsorships we will be able to do extra things.

Sponsorships

Luci Mitchell reported that Brighton Gardens is donating at the Gold level - \$1,000. Jeanne Koontz said that in the past they have only donated \$500. John Capito asked for suggestions for additional sponsors. Diana Ewy Sharp suggested the Shell Station at Somerset and Mission. They are under new ownership.

Food Vendors

Bob Pisciotta said he has not contacted Hy-Vee yet but will contact them before the next meeting.

Elite Frogs

Bob Pisciotta said the Elite Frogs are available this year. They are a high profile attraction and will charge \$5,000. He asked the committee if they are worth pursuing. Luci Mitchell said the same act consecutively may lose its effect. Joel Crown clarified that we pay no matter if the weather is bad. Byron Roberson said he spoke with Headstrong for Jake and they will not be providing any monetary support. Bob Pisciotta said there is \$3,000 in the Municipal Foundation and the orchestra will not be coming back this year so the money may be available. Mary Bahr asked if it was spectacular. Bob Pryzby made a motion to not contract with the Elite Frogs this year. Joel Crown seconded the motion which passed. John Capito said he knows of a skydiving club he could contact. Ann Doyle expressed concern with having a similar act that might not be as good. John Capito said he is still working on the Chinook. Diana asked about a military jump which may not cost anything and John agreed to check into it.

Parking

Bob Pisciotta said the SME parking lot will not be available. Last month the committee discussed various possibilities: parking on the grass next to Santa Fe pavilion, shuttles, closing down Mission Rd. The consensus was to park on the grass if possible. Diana Ewy Sharp expressed the need to advertise the situation, perhaps insert the VF flyer in the newsletter and contact the churches to use their parking space. Jeanne agreed to get an estimate to insert the flyers. Diana asked about utilizing the parking lots at the commercial properties at 75th & Mission if they don't use them on holidays. The committee decided to have the vendors set-up by 9:00 am no later than 9:30 am and tear-down after 2:00 pm.

Water

Bob Pisciotta expressed the need for more water stations. He suggested selling VF branded water for \$1.00 each. He said we would need volunteers to staff booths. Mary Bahr asked if Hy-Vee would sponsor additional locations. John Capito suggested getting a Boy Scout troop to sell water.

PD Report

Byron Roberson said Lyn Beyer contacted him about doing a CHIPS Program at the pancake breakfast. This would involve child fingerprinting, photo id, and DNA swab. He asked the committee for approval. The committee agreed to allow Mr. Beyer to conduct the program.

Adam Taylor will be handling the bike rodeo again this year. Headstrong for Jake has already committed to providing bike helmets.

Patriotic Service

John Capito said North ROTC drill team will do a 7 minute presentation. He said he would like to find a cannon to start the patriotic service. A song leader from Luci Mitchell's church could lead the crowd in a few patriotic songs. Bob Pisciotta said the service could also include the Mayor's welcome, community spirit awards and possibly a Sister City presentation.

Entertainment

The committee decided to invite the Marching Cobras back. Bob Pisciotta said he would speak with Miller-Marley about performing at the pancake breakfast.

Creativity Center

Tracy Hill will be out of town this year. We need a volunteer to coordinate this. Jeanne Koontz said that Sister Act face painting contacted her about VillageFest. They use all natural paints and would charge \$300 for 2 hours for 2 people. Linda McGuckin has not contacted her yet. The committee decided to hire Sister Act face painting.

Children's Parade

Need a volunteer to coordinate this. Diana Ewy Sharp suggested closing Mission Rd for a short time for staging since SME parking lot will not be available. Sgt. Roberson thought that might be possible.

Car Show

Bob Pisciotta will call John Lilak.

Train Show

The train show will be in the Council Chambers this year.

Public Works Display

Yes.

Public Safety Display

Yes.

Fire District Display

Chris Andrews asked if the same thing would be okay. Jeanne Koontz raised the issue of parking lot space. He said he would at least have a fire truck there.

Student Contest

Poster Contest

Information Booth

Jim Bernard will handle this again.

Publicity

John Capito said he will be having signs made like the Bike Rodeo signs and he will contact the Star and the Sun. Jeanne Koontz suggested contacting Ryan Wilson at the Sun to write an article instead of paying for an advertisement.

Hospitality

Doug Sharp said Johnny's Tavern will provide lunch again.

Volunteers

Volunteers are needed for the creativity center, Info Booth, and possibly for water booths.

City Committees

Diana Ewy Sharp will be contacting the committees about getting involved.

Decorations

Art Dick and Kathy Peters will be coordinating this.

Committee Shirts

Bob Pisciotta will get a quote for the shirts. Luci Mitchell said she would prefer a t-shirt over a polo shirt.

Ideas from new committee members

Ann Doyle said she would like to see more adult events especially music for adults. Mary Bahr said she is never sure of the schedule when she arrives. Ann suggested posting large signs with the schedule attached.

Other

Joel Crown said we need megaphones to communicate with the crowd. Mary Bahr said she will look into it.

Bob Pisciotta
Chair

Ask a Pro!

Have a remodeling or home repair question? Ask a Pro! Representatives from Kansas City NARI, the National Association of the Remodeling Industry, will be on hand to answer any and all of your home remodeling/repair questions!

Remodeling a "Post-WWII" Home

Experts discuss ways to increase useful space in your home. See design ideas, learn to overcome challenges typical to homes built between 1940-1970. Hear about "green remodeling" ideas for your project.

- Remodeling and additions
- Increase usable space in your home
- Remodeling process



Informational Workshops

CLASSROOM 112

- 8:30 a.m. Remodeling a "Post-WWII" Home
- 9:30 a.m. Financing Home Improvements
- 10:30 a.m. Remodeling a "Post-WWII" Home
- 11:30 a.m. Ask a Pro!
- 12:30 p.m. Financing Home Improvements
- 1:30 p.m. Ask a Pro!
- 2:30 p.m. Foundation and Basement Repair

CLASSROOM 115

- 8:30 a.m. Energy Efficiency in the Home
- 9:30 a.m. Building Safety-City Requirements
- 10:30 a.m. Garden and Landscape
- 11:30 a.m. Foundation and Basement Repair
- 12:30 p.m. Home & Personal Fire Safety
- 1:30 p.m. Garden and Landscape
- 2:30 p.m. Building Safety-City Requirements

CLASSROOM 116

- 8:30 a.m. Zoning and Variances
- 9:30 a.m. "Tip Offs" to "Avoid "Rip Offs"
- 10:30 a.m. Natural Disasters-Severe Weather
- 11:30 a.m. Zoning and Variances
- 12:30 p.m. Remodeling for Today & Tomorrow
- 1:30 p.m. Energy Efficiency in the Home
- 2:30 p.m. Safe Rooms are for Everybody

CLASSROOM 118

- 8:30 a.m. Roofs and Gutters
- 9:00 a.m. Driveway Replacement & Repair
- 9:30 a.m. "Help! My basement & yard floods!
- 10:00 a.m. Windows
- 10:30 a.m. Personal & Home Security
- 11:30 a.m. Energy Efficiency (KCP&L tentatively)
- 12:30 p.m. Roofs and Gutters
- 1:00 p.m. Driveway Replacement & Repair
- 1:30 p.m. Tree Trimming & Care
- 2:00 p.m. Windows
- 2:30 p.m. Personal & Home Security

Refreshments and lunch will be available for purchase through SM North Booster Club.

Established homes are inviting and comforting, yet can be challenging. The Home Renovation Workshop is your one-stop source for expert advice on everything from interior home repair and remodeling to exterior repair and landscaping!



Demonstrations

"TIMES SQUARE"

- 9 a.m. Furnace & A/C maintenance & replacement
- 10 a.m. Deck & fence designs/options
- 11 a.m. Flooring-replacement & refinishing
- Noon Bathroom remodeling tips & tricks
- 1 p.m. Simple electrical "how-to's"
- 2 p.m. Faux finishes & wall crack solutions
- 3 p.m. Cabinet refinishing

Want to try and kick a door down? Try your luck at the door security demonstration running throughout the event.

Booths

CAFETERIA

A large variety of professionals will be present to answer your questions one-on-one connecting you with resources and ideas for your projects! Answers abound on roofing, plumbing, cabinet refinishing, painting, financing, security, energy efficiency, windows, A/C, lead paint concerns, gardening, landscaping and much more!

78

Door prizes will be awarded 10 minutes before every hour!



The City of Prairie Village Home Renovation Workshop

Old is new if you know what to do!

Sunday, April 5

Your one-stop source
for expert information
on renovating
your home and garden

Free Admission
Door Prizes

Informative Workshops,
"Do-it-yourself" Demonstrations
Booth area for one-on-one answers!

Shawnee Mission North High School
7401 Johnson Drive • Saturday, April 5
8:30 a.m. - 3:30 p.m.

Cosponsored with the Cities of:
Merriam, Mission, Overland Park, and Roeland Park.

Building Safety City Requirements

Learn from city experts about home improvement building and property code requirements *before* you start your project.

- Basement finishing
- Remodeling
- Electrical upgrades
- Fence replacement and more!

Natural Disasters and Safe Rooms

Severe weather and disasters can happen anytime-with little time to respond. Are you prepared to lose your home to a natural disaster? Johnson County Emergency Management & Homeland Security will explain:

- The need for a safe room, how to retrofit a room in your home
- How to have a plan in place before disaster strikes!



Home and Personal Fire Safety

Gain peace of mind - protect your family and property from fire hazards. Learn the importance of:

- Fire escape plans and holding fire drills
- Smoke detectors - how old is too old?
- Carbon monoxide - myths and facts

Garden and Landscape

Learn from experts which plants are drought resistant and will bloom with color to spare! Add curb appeal with simple landscaping projects. Select plants, trees and shrubs with confidence this year!



Financing Home Improvements



Discover low-interest financial options and programs available to help you realize the special dream for your home.

Discuss with professionals smart ways to finance your home improvement projects.

Personal and Home Security

Nationally recognized Officer Mike Betten of the Overland Park Police Department will help you learn effective methods for securing your home against intruders.

Develop a good security strategy by addressing the physical security of your home. View a video of common burglary attacks and watch a door demonstration, it is sure to open your eyes!



Driveway Replacement and Repair

Find out what is important and be a smart consumer. Know how to work with your contractor to ensure you are getting a quality replacement driveway that will last.

Windows

Tired of watching your hard earned money seep out cracks around the windows? Take control of the money flow - learn about the various products and materials available.



Remodeling for Today and Tomorrow

If you want to live safely, comfortably and independently in your current home, this workshop is for you! You can remodel your home to make it usable for all people. Call it aging in place or universal design or just plain remodeling...come find out more as Ron Sobanek, CR, CAPS, fills you in on home improvements that are good for today and tomorrow!



Energy Efficiency in the Home: Science and Solutions

Learn no-cost, low-cost and investment based strategies for improvements to the energy efficiency, comfort and durability of your home. Resources, regional programs and financing options will be discussed. Bring fun stories and vexing questions about how to save energy at home.

"Help! My basement and yard floods!"

This workshop discusses preventive measures available to keep your home and yard from becoming an unwanted "swimming pool" or "mud hole"!

Tree Trimming and Care

Do you know when the best time is for trimming your trees? What are the best techniques for promoting more growth? Find answers to these questions and more!

"Tip Offs" to Avoid "Rip Offs" How to Avoid Contractor Fraud

Lieutenant Detective Dan Madden of the Mission Police Department will give you tips on how to properly research potential contractors, how to spot "red-flags" and avoid getting scammed by untrained or untrustworthy businesses. Learn how you can improve your home security.

Foundation and Basement Repair



From stone to block to concrete foundations, gaining insight to protect your investment is wise. Let a licensed engineer tell you how to protect and maintain your home's integrity and value.

Zoning and Variances

- Height limitations
 - Setback requirements
 - Lot splits and options for previously split large lots
- Don't build or replace significant home assets until you know what building code requirements apply.



Roofs and Gutters

Experts in the field will help you identify the best questions to ask when looking for a contractor for these major projects. They will describe various materials and products available for a quality job.

For further information on the Home Renovation Workshop contact:
Codes Administration
Marcia Gradinger
913/383-4688
mgradinger@okansas.com

EARTH FAIR '08

Saturday April 12th

10am to 3pm

S. M. East High School

75th & Mission Rd

Free Admission

FIND WAYS TO REDUCE YOUR CARBON FOOTPRINT

Come See:

"Less Trashin'-More Fashion"

Sample the Newest Thrifty Fashions

Hybrid, Electric &
Natural Gas Powered Cars

50+ Sustainable
Future Exhibits

William Jewell College Students
Offer Environmental Solutions

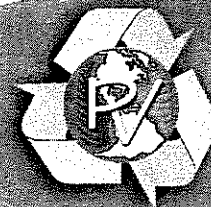
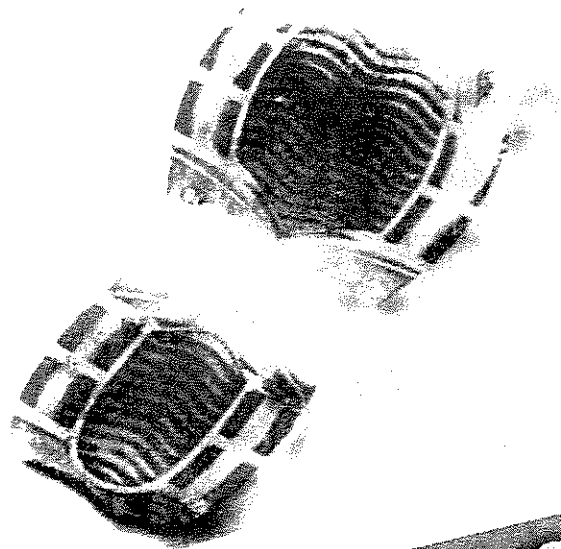
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Join Us for Lunch
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And More!!

Scheduled Events
for Earth Fair '08
are now online at
pvkansas.com



Council Members Mark Your Calendars March 24, 2008

March 2008	Jim and Alex Hamil exhibit scheduled in the R. G. Endres Gallery
March 29	Tomahawk Bridge re-opening ceremony
April 2008	Margaret Godfrey acrylics exhibit in the R. G. Endres Gallery
April 1	Election Day
April 7	City Council Meeting
April 11	Artist reception in the R. G. Endres Gallery 6:30 to 7:30 p.m.
April 12	Earth Fair at Shawnee Mission East - 10 a.m. to 3 p.m.
April 19	Large item pick-up
April 21	City Council Meeting
April 29	Shawnee Mission School District Annual Recognition Luncheon, Overland Park Convention Center
May 2008	Marearl Denning photography and ceramics exhibit in the R. G. Endres Gallery
May 5	City Council Meeting
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
June 2008	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
July 2008	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
August 2008	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
September 2008	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
October 2008	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

November 2008 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

December 2008 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

ANIMAL CONTROL COMMITTEE

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

COMMUNICATIONS COMMITTEE

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

COUNCIL COMMITTEE

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)
COU2007-40 Consider Code Enforcement - Interior Inspections (assigned 5/2/2007)
COU2007-49 Consider Project 190868: Roe - 91st 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)
COU2008-15 Consider 2009-2013 CARS Application (assigned 2/12/2008)
COU2008-16 Consider Construction contract for Project 190864: 2008 Street Resurfacing Program, Project 190868: Roe Avenue - 91st 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 Design Agreement for Project 190865L2009 CARS - Roe Avenue Resurfacing from Somerset Drive to 83rd Street (assigned 2/26/2008)
COU2008-22 Consider Design Agreement for Project 190890: 2009 Street Resurfacing Program (assigned 2/26/2008)
COU2008-24 Consider Correction of Right-of-Way Construction Cost Factor for Right-of-Way permit (assigned 2/27/2008)
COU2008-25 Consider Design Agreement for Project 190871: Mission Lane Bridge Replacement (assigned 2/27/2008)
COU2008-26 Consider Interlocal Agreement with City of Mission Hills for the Operation and Maintenance of Lights on Tomahawk Bridge (assigned 2/27/2008)
COU2008-27 Consider Construction Administration Agreement for Project 190864: 2008 Paving Program, Project 190868: CARS Program on Roe Avenue and Project 190719: Storm Drainage Repair Program (assigned 2/27/2008)
COU2008-28 Consider lease of multi-functional office equipment (assigned 3/6/2008)
COU2008-29 Discussion of Cell Tower Regulations (assigned 3/19/2008)
COU2008-30 Code Red Update (assigned 3/19/2008)

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 2nd 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)

PRAIRIE VILLAGE ARTS COUNCIL

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