

CITY OF PRAIRIE VILLAGE

October 5, 2009

**Committee Meeting
6:00 p.m.**

**Council Meeting
7:30 p.m.**



City Council Meeting

October 5, 2009



Dinner provided by:

The Blue Moose

Salad

Variety of Pizzas

Cookies



**COUNCIL COMMITTEE
October 5, 2009
6:00 p.m.
Council Chambers**

AGENDA

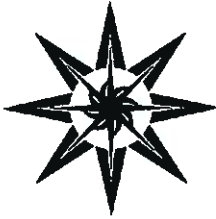
MICHAEL KELLY, COUNCIL PRESIDENT

CONSENT AGENDA

AGENDA ITEMS FOR DISCUSSION

- COU2009-94 Consider Changes to the Prairie Village Municipal Code Chapter 2 entitled
"Animals"
Captain Schwartzkopf and Dennis Enslinger**
- COU2009-95 Consider revisions to the Fee Schedule related to Animal Licensing
Dennis Enslinger**
- Sister City Presentation
Sister City Committee**
- Discussion about Planning Services
Michael Kelly**

***Council Action Requested the same night**



**CITY CLERK DEPARTMENT
PUBLIC SAFETY DEPARTMENT**

**Council Committee Meeting Date: October 5, 2009
Council Meeting Date: October 19, 2009**

COU2009-94 Consider Revisions to Chapter 2 entitled "Animal Control and Regulation"

RECOMMENDATION

Recommend the City Council adopt Ordinance 2213 amending Chapter 2 of the Prairie Village Municipal Code, 2003, entitled "Animal Control and Regulation" by amending Section 2-101 entitled "Definitions"; by adopting a new Section 2-107 entitled "Public Nuisance"; by amending Section 2-109 entitled "Registration-Tags" Section 2-110 entitled "License Fee-Designated" and Section 2-111 entitled "License Fee-Overdue"; and by renumbering certain sections.

BACKGROUND

On July 20, 2009, Chief Jordan reviewed with the City Council the Department's current procedures for dealing with barking dog complaints noting the limitations placed on the department by the current ordinance. The new ordinance defines "Impound" and creates a new Section 2-107 identifying animal action that can be considered a public nuisance. The ordinance grants authority for officers to enter onto private property to seize and impound an animal that is creating a public nuisance, if necessary.

The new language is as follows:

- K. "Impound" means taking any animal into the confinement, care, or custody of the City.

2-107 Public Nuisance.

- A. **A Public Nuisance is any animal that:**
 - 1. **Molests or chases vehicles or persons;**
 - 2. **Damages private or public property;**
 - 3. **Scatters refuse that is bagged or otherwise contained;**
 - 4. **Barks, whines, howls, or creates any other disturbance which is continuous or untimely.**
- C. **It is unlawful for the owner or harbinger of any animal to negligently, carelessly, willfully or maliciously permit such animal to become a public nuisance.**
- B. **Anyone having the authority of an Animal Control Officer, including but not limited to Law Enforcement Officers, is given the authority to seize and impound any animal which is a public nuisance as defined by this section.**

Approximately ten percent of the calls logged at Dispatch are animal related calls. This provision will not be used in all instances; however, it will give the Department the ability to remove the animal if they are unable to address the complaint by other means.

The City Clerk's Department is also proposing amendments to this Chapter to address changes in animal registration. The new financial software will give the City the capability to license animals based on their required rabies vaccinations. The proposed ordinance revision changes the licensing year from the calendar year to a twelve month period. It will also allow for the City to issue a multi-year license to animals with multi-year vaccinations through the issuance of a permanent animal tag.

This will benefit both the City Staff by spreading out workload for processing over 6400 animal licenses and the residents who will be able to license animals based on their required rabies vaccination and to purchase multi-year licenses. The ordinance will provide for the issuance of a ticket after 60 days consisted with other licenses, the current ordinance provides for the issuance of tickets after May 31st or 90 days.

2-109 REGISTRATION - TAGS.

The owner of any dog and/or cat, which is harbored or kept within the City, shall cause the same to be registered at the office of the City Clerk. The registration shall contain the name, address and phone number of the animal's owner, the animal's breed, name, sex, whether neutered, color and description and such other information as may be deemed necessary by the City Clerk. Subject to the provisions of section 2-113, the City Clerk or authorized assistant shall upon payment of the license fee as provided in section 2-110, issue a suitable **permanent** tag, bearing a number and ~~stating the year for which the tag is issued~~ **Prairie Village, KS.**

2-110 LICENSE FEE - DESIGNATED.

- (a) In addition to any permit fees required by this chapter, there is levied and imposed an annual license fee upon the owner of each dog and cat of the age of over six months, attaining such age during the license year. The license fee shall be adopted by the Governing Body and the amount of the fee will be kept on record in the office of the City Clerk.
- (b) The license year shall be ~~from January 1st through December 31st of each year.~~ **for a twelve (12) month period commencing on the date the animal is first licensed. The license is valid for one year from issuance of license or until the expiration of rabies vaccination whichever is greater.** The fee shall be payable ~~before March 1st of each year without penalty~~ **within 60 days of the expiration of the license.** An animal for which a license fee is required as set forth in this section, over six months of age on ~~or after March 1st of any license year~~ should be licensed within thirty days of being brought into the City or attaining six months of age.

2-111 LICENSE FEE - OVERDUE.

- (a) If the license fee required in section 2-109 is not paid within the time provided in this section, penalties will apply in addition to the normal license fee. The amount and dates penalty will be charged shall be adopted by the Governing Body and on record in the Office of the City Clerk.
- (b) After ~~May 31st of each calendar year~~ **60 days after the due date**, if the fee imposed and required to be paid by section 2-110 remains unpaid, the City Clerk shall issue a complaint against the owner, keeper or harbinger for violation of section 2-109.
- (c) ~~In the case of any animal brought into the City on or after March 1st, or an animal attaining the age of six months on or after March 1st of any license year, if the license~~

~~required by section 2.109 is not paid within the time provided in this section penalties will apply in addition to the normal license fee. The amount of penalty to be charged shall be adopted by the Governing Body and on record in the Office of the City Clerk.~~

ATTACHMENTS

Proposed Ordinance 2213

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: September 30, 2009

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER II OF THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003, ENTITLED "ANIMAL CONTROL AND REGULATION" BY AMENDING SECTION 2-101 ENTITLED "DEFINITIONS"; BY ADOPTING A NEW SECTION 2-107 ENTITLED "PUBLIC NUISANCE"; BY AMENDING SECTION 2-109 ENTITLED "REGISTRATION-TAGS," SECTION 2-110 ENTITLED "LICENSE FEE-DESIGNATED" AND SECTION 2-111 ENTITLED "LICENSE FEE-OVERDUE; AND BY RENUMBERING CERTAIN SECTIONS.

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

Section I.

Chapter II, Article 1, existing Section 2-101(k) is hereby amended by adopting a new Section 2-101(k) to read as follows:

(k) "Impound" means taking any animal into the confinement, care, or custody of the City.

Section II.

Chapter II, Article 1, existing Section 2-101 is further amended as follows:

The definition of "owner" is renumbered as 2-101(l); the definition of "person" is renumbered as 2-101(m); the definition of "service/work dog" is renumbered as 2-101(n); and the definition of "vicious bite" is renumbered as 2-101(o).

Section III.

Chapter II, Article 1, existing Section 2-107 entitled "Cruelty to Animals" is renumbered as section 2-108, and existing Section 2-108 entitled "Authority Of Animal Control Officer or Law Enforcement Officer To Rescue And Endangered Animal" is renumbered 2-109.

Section IV.

Chapter II, Article 1, Section 2-107 entitled "Public Nuisance" is adopted to read as follows:

2-107. PUBLIC NUISANCE.

- A. A Public Nuisance is any animal that:
 - 1. Molests or chases vehicles or persons;
 - 2. Damages private or public property;
 - 3. Scatters refuse that is bagged or otherwise contained;
 - 4. Barks, whines, howls, or create any other disturbance which is continuous or untimely.
- B. It is unlawful for the owner or harbinger of any animal to negligently, carelessly, willfully or maliciously permit such animal to become a public nuisance.
- C. Anyone having the authority of an Animal Control Officer, including but not limited to Law Enforcement Officers, is given the authority to seize and impound any animal which is a public nuisance as defined by this section.

Section V.

Chapter II, Article I, existing Section 2-109 entitled "Registration Tags" is repealed and replaced with a new section entitled "Registration-Tags" renumbered as Section 2-110 to read as follows:

2-110 REGISTRATION - TAGS.

The owner of any dog and/or cat, which is harbored or kept within the City, shall cause the same to be registered at the office of the City Clerk. The registration shall contain the name, address and phone number of the animal's owner, the animal's breed, name, sex, whether neutered, color and description and such other information as may be deemed necessary by the City Clerk. Subject to the provisions of section 2-114, the City Clerk or authorized assistant shall upon payment of the license fee as provided in section 2-111, issue a permanent tag, bearing a number and Prairie Village, KS.

Section VI.

Chapter II, Article I, existing Section 2-110 entitled "License Fee-Designated" is repealed and replaced with a new section entitled "License Fee-Designated" renumbered as Section 2-111 to read as follows:

2-111 LICENSE FEE - DESIGNATED.

- (a) In addition to any permit fees required by this chapter, there is levied and imposed an annual license fee upon the owner of each dog and cat of the age of over six months, attaining such age during the license year. The license fee shall be adopted by the Governing Body and the amount of the fee will be kept on record in the office of the City Clerk.
- (b) The license year shall be for a twelve (12) month period commencing on the date the animal is first licensed. The license is valid for one year from issuance of license or until the expiration of rabies vaccination whichever is greater. The fee shall be payable within 60 days of the expiration of the license. An animal for which a license fee is required as set forth in this section, over six months of age should be licensed within thirty days of being brought into the City or attaining six months of age.

Section VII.

Chapter II, Article 1, existing Section 2-111 entitled "License Fee-Overdue" is repealed and replaced with a new section entitled "License Fee-Overdue" renumbered as Section 2-112 to read as follows:

2-112 LICENSE FEE - OVERDUE.

- (a) If the license fee required in section 2-111 is not paid within the time provided in this section, penalties will apply in addition to the normal license fee. The amount and dates penalty will be charged shall be adopted by the Governing Body and on record in the Office of the City Clerk.
- (b) After 60 days after the due date, if the fee imposed and required to be paid by section 2-111 remains unpaid, the City Clerk shall issue a complaint against the owner, keeper or harbinger for violation of section 2-110.

Section VIII

Chapter II, Article I, existing Sections 2-112 through 2-142 are renumbered as Sections 2-113 through 2-143.

Section IX

All ordinances and parts thereof that are inconsistent with any provision of this Ordinance are hereby repealed.

Section X

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2009.

Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy
City Clerk

Catherine P. Logan
City Attorney



CITY CLERK DEPARTMENT

**Council Committee Meeting Date: October 5, 2009
Council Meeting Date: October 19, 2009**

COU2009-95: Consider Fee Schedule Change for Animal Licensing

RECOMMENDATION

Staff recommends the City Council revise the Fee Schedule for Animal Licensing to include 2 year and 3 year licenses and a monthly late fee.

BACKGROUND

The City Clerk’s Department recommends changing the licensing schedule for animal licensing to coincide with the rabies vaccination date of the animal. The Department also recommends allowing 2 and 3 year licenses for those animals that receive 2 and 3 year rabies vaccination shots. There is a discount for 2 and 3 year licenses. No refunds will be allowed. The Department recommends the fee schedule be changed to coincide with the licensing changes:

ANIMAL LICENSES - PER ANIMAL	
INITIAL OR RENEWAL 1 YEAR	
NEUTERED	\$ 6
NOT NEUTERED	\$ 25
INITIAL OR RENEWAL 2 YEAR	
NEUTERED	\$10
NOT NEUTERED	\$45
INITIAL OR RENEWAL 3 YEAR	
NEUTERED	\$15
NOT NEUTERED	\$70
LATE FEE - APPLIED AFTER 60 DAYS	\$3/MONTH

PREPARED BY
Jeanne Koontz
Deputy City Clerk
September 30, 2009

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
October 5, 2009
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 - September 21, 2009
- 2. Approve the lease for a replacement copy machine at Public Works.
- 3. Approve the revisions to PP935 "Cellular Phones".
- 4. Adopt Resolution 2009-17 designating authorized individuals for UMB Bank.
- 5. Adopt Resolution 2009-18 designating authorized individuals for Great Southern Bank.
- 6. Authorize the Mayor to sign the collateral security agreement with Great Southern Bank.

- VI. MAYOR'S REPORT**
- VII. COMMITTEE REPORTS**
- VIII. STAFF REPORTS**
- IX. OLD BUSINESS**
- X. NEW BUSINESS**
- XI. ANNOUNCEMENTS**
- XII. 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

October 5, 2009

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
SEPTEMBER 21, 2009**

The City Council of Prairie Village, Kansas, met in regular session on Monday, September 21, 2009, 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, Dale Warman, Ruth Hopkins, David Voysey, Michael Kelly, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz.

Also present were: Quinn Bennion, City Administrator; Katie Logan, City Attorney; Wes Jordan, Chief of Police; Keith Bredehoeft; Public Works Project Manager; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

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

PUBLIC PARTICIPATION

Mayor Shaffer acknowledged the presence of a Boy Scout from Troop 91 working on his "Communications" merit badge. Mayor Shaffer noted Troop 91 will be celebrating their 80th birthday early next year.

CONSENT AGENDA

Michael Kelly moved the approval of the Consent Agenda for Monday, September 21, 2009.

1. Approve Regular Council Meeting Minutes - September 8, 2009
2. Approve Claims Ordinance 2863

3. Approve an agreement with Lowenthal, Singleton, Webb & Wilson to audit the City's 2009 financial statements
4. Authorize the Mayor to execute a proclamation recognizing October, 2009 as National Colonial Heritage Month and designating October 2, 2000 as Lancer Day
5. Adopt Ordinance 2212 amending Chapter 11 of the Prairie Village Municipal Code, 2003, entitled "Public Offenses & Traffic."

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

Mayor Shaffer announced a change in the agenda moving the item under New Business forward as there are a number of residents present to address this issue and added that although this is listed as a change order to an existing street program, the proposed work is the result of the City's traffic calming program.

Consider Project 190869: 2009 Street Resurfacing Program

Keith Bredehoeft presented two traffic calming requests for seven speed tables to be constructed by O'Donnell & Sons Construction. These are in response to two different neighborhood traffic calming requests. The first is for one speed table to be constructed along Rosewood Drive from Briar Street to 79th Street. Mr. Bredehoeft noted a speed table is the equivalent of a raised crosswalk. The neighborhood, in reviewing the traffic calming tools, also requested the island at the intersection be modified; however, the cost of construction would be approximately \$60,000 so they are not pursuing that at this time.

In reviewing the map of the location, David Voysey questioned how the City could be sure this action would not simply divert the traffic over one block to Juniper. Keith Bredehoeft responded previous applications have been studied after similar installations and found there was not a significant increase in traffic on adjacent streets. A study will be conducted after this installation also. Laura Wassmer said this will

address the large volume of traffic on Rosewood that is cutting through from Nall. Juniper gets the 79th Street cut-through traffic.

Dale Beckerman stated he had some concern with the proposed location of the speed table being so far from Roe Avenue. Mr. Bredehoeft stated they initially looked at both 79th to Briar and Briar to Roe but could not get the required support. However, he feels that the proposed intersection improvements when completed will also slow the speed of traffic. The speed tables will primarily address the traffic coming from the west.

Dale Warman suggested the City conduct baseline traffic counts on Rosewood and Juniper to be able to determine the impact on the number of vehicles. Mr. Bredehoeft stated this would be done.

Al Herrera asked what criteria are used to justify traffic calming actions. Mr. Bredehoeft stated the process began with a submittal by 30 percent of the area residents requesting traffic calming actions. The determination takes into consideration the volume and speed of traffic. Mr. Herrera stated he does not believe traffic calming solves these problems, but rather moves them to another location.

Michael Kelly noted the City Council established the program that was citizen initiated to address traffic concerns in the neighborhood. This proposal is not intended to address traffic on all of Rosewood, only in the neighborhood identified where the device is located..

Mr. Herrera stated he felt the \$29,000 would be better spent on adding patrol officers and issuing tickets. He is concerned that these devices provide a false sense of security and that there are better ways to address the problem. He doesn't feel you can place a traffic calming device on one street and not have the traffic go to another street.

Diana Ewy Sharp stated she was supportive of the program in the beginning and noted she understood there was an entire tool kit of items to address problems. She is concerned with the number of speed tables that are being constructed throughout the City. Michael Kelly responded there is a tool kit; however, the residents select the items they wish to use.

Mayor Shaffer opened the discussion to comments from the public.

Gordon Roe, 8033 Rosewood Drive, noted he started this process three years ago. The residents did look at a number of items in the tool box, and their first choice was to modify the island at the intersection, however, they are unable to do that because of the cost and have chosen to try to utilize speed tables to slow traffic. He noted there is a serious problem with increasing speed as cars come down the street and something has to be done – the raised crosswalk is a start. Mr. Roe noted a lot of the traffic is cut-through traffic and he does not see it being diverted to Juniper. If it is diverted to larger streets, that is good as they are designed to carry higher traffic volumes.

Bill Copeland, 5200 West 81st Street, expressed his support of the proposed action to address traffic coming from Overland Park. He expressed concern for the elderly residents on this street as well as the large number of children.

Jeanne Murphy, 8116 Rosewood Drive, stated their dog was killed in front of their home by a speeding vehicle. She sees the speed table as a first step.

Ruth Hopkins asked how many residents did not sign the petition supporting this action. Gordon Roe stated, of the residents he canvassed, only two were opposed.

Michael Kelly moved the Governing Body approve Construction Change Order #2, with O'Donnell and Sons Construction, for the construction of a speed table for the Traffic Calming project along Rosewood Drive from Briar Street to 79th Street with

funding from Project 190867: Traffic Calming Program. The motion was seconded by Laura Wassmer and passed by a vote of 10 to 1 with Al Herrera voting "nay".

Al Herrera noted this program was not funded for 2010 and when funding runs out there will not be funding available for future streets that need traffic calming.

Keith Bredehoeft reviewed the second part of the proposed change order which addresses traffic calming in the area to the west of the Prairie Village Shopping Center. This project covers several neighborhoods. The proposal is for six speed tables to be constructed in the area of 69th Street, Prairie Lane and Oxford Road between Tomahawk Road and Roe Avenue. Mr. Bredehoeft reviewed a map of the area and the proposed locations for speed tables noting that initially the request was for ten speed tables. Mayor Shaffer stated he is very familiar with this area and noted these traffic tables are located on streets which are used to travel to the Prairie Village Shopping Center.

David Voysey confirmed these installations do not have a negative impact on the travel of emergency vehicles. Keith Bredehoeft noted they are only three inches in height and that no problems have been reported with the similar installations on Cherokee. Mayor Shaffer added he travels Cherokee often and they are not a problem.

Laura Wassmer expressed concern that four of these streets have the same beginning and ending street and felt in this situation the speed tables may divert traffic to other streets. Al Herrera expressed concern with the possibility of diverting traffic to streets used by children travelling to Prairie Elementary. He fears for the safety of the children near Prairie Elementary.

Mayor Shaffer opened the discussion to comments from the residents.

John Mortensen, 4022 West 69th Street, noted that his street is one of the only streets in the City without sidewalks carrying both significant vehicular and pedestrian

traffic to the shopping center. He would prefer to see an additional speed table on 69th Street between Tomahawk Road and El Monte Street. These streets all feed to the shopping center.

Joel Crown, 2200 West 69th Street, noted the lack on sidewalks on 69th Street is a huge problem. There are 14 to 20 children in the neighborhood. He noted sidewalks may be a more appropriate solution to address safety, but noted they would be more costly.

Mark Fisher, 4400 West 69th Street, previously lived on Oxford, noted they received 86 signatures in support of traffic calming. They are not trying to divert traffic, but to slow traffic with the speed tables serving as a reminder to the travelling public to slow down in this residential neighborhood. He feels the money spent on this project will be well spent and is happy that the City has a program that allows residents to address these problems.

Al Herrera stated sidewalks were proposed for 69th Street but were removed at the request of residents on the street. Mr. Crown stated he did not remember ever being asked about sidewalks.

David Belz asked why there are two located so close to one another off Oxford and 69th Street. Keith Bredehoeft stated the two are near the El Monte fountain where they are hoping to create a pathway for students walking to school. He added the speed tables are designed to help residents focus on their speed in these residential areas. Dale Warman agreed these actions are being proposed to slow traffic for safety reasons and noted they were less expensive than the roundabouts being constructed throughout Lenexa to slow traffic.

Michael Kelly moved the Governing Body approve Construction Change Order #2, with O'Donnell and Sons Construction, for the construction of six speed tables in

the area of 69th Street, Prairie Lane and Oxford Road between Tomahawk Road and Roe Avenue. The work will be funded from Project 190867: Traffic Calming Program with the total cost for all the proposed speed tables being \$29,750.00. The motion was seconded by Charles Clark and passed by a vote of 10 to 1 with Al Herrera voting “nay”.

MAYOR'S REPORT

- Mayor Shaffer stated last week he attended the Kansas City Chamber of Commerce Leadership Exchange in Denver with several regional leaders.
- On Wednesday, October 16th he was pleased to present Barbara Vernon with the one of the four Regional Leadership Awards presented by the Mid America Regional Council
- He recently participated in the City of Mission's world's largest painting made of footprints event
- October 22 & 23rd he will be in Washington, D.C. joining other Mission and Northeast Johnson County Officials seeking support for the proposed rapid transit system proposed for Shawnee Mission Parkway and 75th Street. He will later join with Quinn Bennion and Dennis Enslinger to meet with area congressional leaders and agencies.
- Lancer Day is Friday, October 2nd
- O'Neill's will reopen next Tuesday, September 29th at its new location.

COMMITTEE REPORTS

Council Committee of the Whole

COU2009-90 Consider Revisions to Council Policy #CP056 “Financial Management Policies”

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body approve revisions to CP056 entitled “Financial Management Policies”.

The motion was seconded by Ruth Hopkins and passed unanimously.

COU2009-91 Consider Ordinance 2206, Resolution No. 2009-15 and Resolution No. 2009-16 related to the upcoming bond issue for public improvements

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body adopt Resolution No. 2009-15 authorizing certain main trafficway

improvements and providing for the manner of paying for the same and the issuance of general obligation bonds therefor, all pursuant to K.S.A. 12-1736 ET SEQ. The motion was seconded by Ruth Hopkins and passed unanimously.

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body adopt Resolution 2009-16 authorizing certain improvements to the public buildings of the City of Prairie Village, Kansas, and the issuance of general obligation bonds therefor, all pursuant to K.S.A. 12-1736 ET SEQ. The motion was seconded by Dale Warman and passed unanimously.

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body adopt Ordinance 2206 authorizing certain storm drainage improvements and providing for the manner of paying for the same. The motion was seconded by Laura Wassmer.

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

COU2009-02 Consider Safe Routes to School Plan and Phase II application

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body authorize the mayor to sign an agreement with BWR in the amount of \$14,500 to complete a Safe Routes to School Plan and Phase II application. The motion was seconded by Dale Beckerman and passed unanimously.

COU2009-93 Consider adoption of Ordinances Incorporating the 2009 Uniform Public Offense Code and the Standard Traffic Ordinance

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body adopt Ordinance 2210 Incorporating the Uniform Public Offense Code, (UPOC) and Ordinance 2211 Incorporating the Standard Traffic Ordinance (STO), 2009 edition, prepared and published by the League of Kansas Municipalities with certain

sections deleted and with additional and supplemental sections. The motion was seconded by David Belz.

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

STAFF REPORTS

PUBLIC SAFETY

- Chief Jordan reported Channel 4 was filming outside City Hall today for a story they are doing on the observance in Kansas of public buildings flying flags at half staff when a Kansas soldier is killed in action. Public Works has done a very good job making sure the flags are lowered in observance of the order by the Governor.
- Saturday, October 10th the City will be sponsoring "Dog Days" in Harmon Park from noon to 4 pm. The event has been organized by the City's animal control officers.
- The City has received word that its JAG Grant application previously approved by the City Council for \$16,000 was approved. The funds will be used for the purchase of a voice-stress analyzer and partially fund bullet-proof tactical vests.
- Chief Jordan noted the crime reports published in the local papers are taken from daily dispatch logs and do not represent confirmed crimes.
- The City provides off-duty services to the Prairie Village Shopping Center on weekends and there has recently been an increase in the number of students gathering at the center. A complaint was received regarding the manner in which students were asked to leave. Upon investigation it was determined the actions in question were made by the center's security staff, not Prairie Village Officers.

PUBLIC WORKS

- Keith Bredehoeft reported the City's paving project is almost complete - final work on Homestead is waiting for the weather to clear. At the last meeting, residents on Homestead expressed concern with the work adjacent to and impacting their driveways. Mr. Bredehoeft stated Public Works staff has met with these residents and addressed their concerns to the best of its ability.
- The Mission Lane Bridge is open to traffic.

ADMINISTRATION

- Dennis Enslinger asked those individuals attending the Housing Options Tour on Saturday to contact him to confirm their attendance and lunch order. The event will be from 8 am to 4 pm touring four different developments.
- The Environment/Recycle Committee will host its annual environmental forum on Thursday, October 8th.
- The State of the Arts reception will be held on Friday, October 9th from 6 to 8 pm.

- Chris Engel announced the Sister City will give a presentation and share pictures from the recent trip to Dolyna at the next City Council meeting.
- The West 75th Place CDBG project between Booth and Belinder has been recommended for funding by the CDBG Advisory Board. The City requested \$175,000 of the \$250,000 total projected cost and was approved for \$150,000. This is the second largest grant amount being recommended. The project will include mill and overlay, curbing and sidewalks
- Quinn Bennion thanked the Council for their support of staff training and stated the recent ICMA conference attended by he and Dennis Enslinger was excellent.
- He and Dennis will join Mayor Shaffer in Washington, DC later this week to meet with four different congressional offices and staffs as well as two agency visits. The trip is based on a recommendation made to staff during the recent budget discussions.
- The next Council meeting conflicts with the League of Kansas Municipalities meeting that the Mayor, some staff and Council members will be attending. Staff will review the schedule for the conference and determine if the Council meeting needs to be changed or cancelled.
- The Mayor will participate in the annual Lancer Day parade as customary; however, the City will not have a float in the parade as it did last year for the 50th anniversary celebration.
- The City has received the promotional information on the NLC prescription program and it will be made available to residents in October.

OLD BUSINESS

There was no Old Business to come before the Governing Body.

NEW BUSINESS

Ruth Hopkins reported on her trip to Washington, D.C. last week to participate in the NLC Advisory Council meeting. As a part of the meeting those attending were scheduled to meet with their congressional and legislative leadership and given materials covering the League's position on issues being discussed. After the initial meeting a follow-up meeting was scheduled to discuss the process, which was very effective.

Mrs. Hopkins also advised that the NLC is reorganizing its Enterprise Program and has stated it will provide video links on city's websites at no cost to cities. She has shared the information with the Communications Committee.

Diana Ewy Sharp acknowledged Mrs. Hopkins's involvement at the national level and the benefits it brings to the City and thanked her for her excellent representation of Prairie Village.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Environment/Recycle Committee	09/23/2009	7:00 p.m.
Council Committee of the Whole	10/05/2009	6:00 p.m.
City Council	10/05/2009	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce an oils exhibit by Harriet Bigham for the month of September.

Reminder - The Shawnee Mission Education Foundation 17th Annual Fall Breakfast is September 24th at 7:30 am at the Overland Park Convention Center.

Prairie Village Peanut Butter Week will be October 5 - 9 this year. Bring some peanut butter to the October 5th Council meeting!

Flu shots will be available to Council Members for \$10 on October 22, 2009 from 7:30 - 9:00 a.m. at Public Works or from 2 - 4 p.m. at City Hall. Quinn Bennion noted this would be a regular flu shot and that the City would be receiving the H1N1 vaccine later in the month.

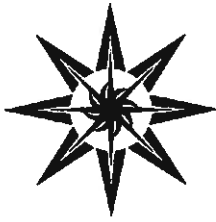
The October exhibit in the R. G. Endres Gallery will be the annual State of the Arts. It will be a juried exhibit and three prizes of \$1,000 will be awarded including the R. G. Endres Memorial Best of Show Award. There will also be a new prize of \$500 - the Viewer's Choice Award. The receptions and awards reception will be held on October 9th from 6:00 to 8:00 p.m., with the awards being announced at 7:00 p.m.

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

ADJOURNMENT

With no further business to come before the Council, the meeting was adjourned at 8:55 p.m.

Joyce Hagen Mundy
City Clerk



PUBLIC WORKS DEPARTMENT

Council Meeting Date: 10/05/2009

CONSENT AGENDA: CONSIDER LEASE WITH DATAMAX FOR A REPLACEMENT COPY MACHINE AT PUBLIC WORKS

RECOMMENDATION

Staff recommends the City Council approve the lease for a replacement copy machine at Public Works.

BACKGROUND

The current copy machine at Public Works is over 4 years old and has recently been having a few problems due to its age and use. The current leasing company can update our current Cannon model with a new more efficient model creating a reduction of our lease payment as well as maintenance fees.

FUNDING SOURCE

Funding is available in the Public Works Operations Budget

RELATION TO VILLAGE VISION

Not applicable

PUBLIC NOTICE

None

ATTACHMENTS

Agreements

PREPARED BY

S Robert Pryzby, Director of Public Works

Date: September 25, 2009



Leasing Division

LEASE AGREEMENT

P.O. Box 2222
St. Louis, Missouri 63139
Phone: 314-633-8000

LESSEE	Full Legal Name <i>CITY OF PRAIRIE VILLAGE</i>	Phone Number w/Area Code <i>913 385-4140</i>
	DBA Name (if any)	Purchase Order Number
	Billing Address <i>7700 MISSION ROAD, PRAIRIE VILLAGE, KS, 66208</i>	Send Invoice to Attention of
	Equipment Location (if not same as above)	

Quantity	Equipment/Model	Description (Attach separate schedule if necessary)
1	<i>CRASH INC 20801</i>	<i>MAIN UNIT</i>
1	<i>CASSETTE FEED</i>	<i>4-3</i>
1	<i>FINISHER</i>	<i>2-1</i>

SERVICE	This lease: <input checked="" type="checkbox"/> DOES include service and <i>5000</i> black and white copies are included. Additional copies billed monthly/quarterly/yearly at <i>.01</i> per copy. <input checked="" type="checkbox"/> DOES <input type="checkbox"/> DOES NOT include black toner
	This lease: <input checked="" type="checkbox"/> DOES include service and <i>0</i> color copies are included. Additional copies billed monthly/quarterly/annually at <i>.0778</i> per copy. <input checked="" type="checkbox"/> DOES <input type="checkbox"/> DOES NOT include color toner

PAPER AND STAPLES ARE EXCLUDED FROM THIS AGREEMENT. ALL IMPRESSIONS ARE 8.5X11SIMPLEX. Service Addendum attached.

LESSEE SIGNATURE	You acknowledge and agree that, in reliance upon your signature below, LESSOR will incur costs to acquire and prepare the above listed equipment for your use under this Agreement. You agree to all the Terms and Conditions contained in both sides of this Agreement, and in any attachments to same (as of which are included by reference) and become part of this Agreement. You acknowledge to have read and agreed to all the Terms and Conditions and understand that this is a non-cancelable Agreement for the full term shown above.	
	Signature <i>X</i>	Print Name
	Title	Date
	Signature <i>X</i>	Print Name
	Title	Date
	For	Legal Name of Corporation or Partnership AGREEMENT MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE

PAYMENT INFO	# of Lease Payments	Lease Payment (PLUS) Sales Tax (EQUALS) Total Lease Payment
	<i>60</i>	<i>272 + 770X =</i>
		<i>+ =</i>
		<i>+ =</i>
	Terms of Lease in Months	Payment Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Other

THE PARTIES UNDERSTAND AND AGREE THAT THIS AGREEMENT IS NOT A CONTRACT UNTIL SIGNED AND ACCEPTED BY THE CORPORATE OFFICES OF THE LESSOR.

GUARANTY	To cause the LESSOR to enter into this Agreement, each person who signs below as a "Guarantor" unconditionally guarantees to LESSOR the prompt payment when due of all LESSEE'S obligations under this Agreement. This means that if the LESSEE fails to pay any money that is owed under this Agreement, each Guarantor will pay such sum upon demand by LESSOR. Each Guarantor agrees that he or she will be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor agrees to be liable even if the LESSOR does one or more of the following: (a) gives the LESSEE more time to pay one or more payments; (b) gives a re-lease in full or in part to any of the other Guarantors or the LESSEE; or (c) fails to notify the Guarantor of a default under this Agreement. Each Guarantor also agrees to pay the LESSOR for any costs or attorney fees incurred in enforcing the Guaranty. The use of my corporate or official title is only to identify my position in the company and in no way negates my personal guarantee or liability.	
	Signature <i>X</i>	Date
	Print Name	
	Home Address	
	Social Security #	Phone
	Signature <i>X</i>	Date
	Print Name	
	Home Address	
	Social Security #	Phone

LESSOR	LESSOR Signature	Date
	Print Name	Title
	For	<i>Sumner Group, Inc. dba Datamax Kansas City Leasing Division</i>
	Agreement Number	Agreement Commencement Date

TERMS AND CONDITIONS

The words YOU and YOUR mean the LESSEE. The words WE, US and OUR refer to the LESSOR.

1. Lease ("Agreement"): We agree to lease to you and you agree to lease from us the equipment listed above (Equipment). You promise to pay us the lease payment according to the payment schedule shown above including late charges as applicable thereto, now existing or hereafter created or arising.

2. Term and Lease, Late Payment: The initial term shall commence on the day that any of the Equipment is delivered to you (the "Commencement Date"). The installments of lease shall be payable in advance, at the time and in the amounts provided above, commencing on the Commencement Date and subsequent payments shall be due on the same date of each successive period thereafter until all lease and any additional expenses chargeable under this Agreement shall be paid in full. LESSEE'S obligation to pay the lease and other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense, or counterclaim for any reason whatsoever. If any installment of lease or other sum owing under this Agreement is not paid when due, LESSEE shall pay LESSOR a late charge equal to five cents per one dollar of the amount delinquent, but in no event at a rate greater than allowed by applicable law. Such charge is in addition to and not in lieu of other rights and remedies LESSOR may have.

(Terms and Conditions continued on the reverse side of this agreement)

TERMS AND CONDITIONS
(BOOK NUMBER)

3. No Warranties: We are renting the Equipment to you "As Is". We will transfer to you for the term of this Agreement any warranties made by the manufacturer or the supplier to us. THE WARRANTIES, IF ANY, PROVIDED BY THE SUPPLIER OR MANUFACTURER, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE CONDITION, DESIGN, CAPACITY OR PERFORMANCE OF THE EQUIPMENT, AVAILABILITY OF PARTS AND SUPPLIES OR ITS MERCHANTABILITY. IN ADDITION, THERE IS NO WARRANTY THAT THE EQUIPMENT WILL BE FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT WILL BE FREE FROM INTERFERENCE OR INFRINGEMENT. THE LESSOR SHALL HAVE NO LIABILITY TO LESSEE OR ANY THIRD PARTY FOR ANY CLAIM, DAMAGE, LOSS OR INJURY OF ANY KIND WHATSOEVER, LATENT OR OTHERWISE, WHETHER ARISING FROM LESSOR'S NEGLIGENCE OR THE APPLICATION OF THE LAWS OF STRICT LIABILITY, NOR SHALL THERE BE ANY ABATEMENT OF RENT OR RELEASE OF LESSEE FROM ANY OF ITS OBLIGATIONS HEREUNDER, ARISING OUT OF OR IN CONNECTION WITH (i) THE DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO LESSOR, (ii) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT (iii) THE USE OR THE PERFORMANCE OF THE EQUIPMENT, (iv) ANY INTERRUPTION OR LOSS OF SERVICE OR USE OF THE EQUIPMENT, AND ANY INABILITY TO OBTAIN THE EQUIPMENT OR DELAYS IN SHIPPING, OR (v) ANY LOSS OF BUSINESS OR ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT RESULTING FROM ANY OF THE FOREGOING. UPON THE LESSEE'S ACCEPTANCE OF THE EQUIPMENT, THIS LEASE IS NOT SUBJECT TO CANCELLATION, TERMINATION, MODIFICATION, REPUDIATION, EXCUSE OR SUBSTITUTION WITHOUT THE CONSENT OF THE LESSOR. Neither manufacturer nor any agent of the supplier or manufacturer is an agent of LESSOR, or is authorized to waive or modify any term or condition of this agreement.
 4. Lessorship: We are the LESSOR of the Equipment and have title to the Equipment. This agreement is intended by LESSOR and LESSEE to be a true Lease and not a sale; and nothing contained herein shall be construed to give LESSEE any right, title, interest in the Equipment, except as a LESSEE of the Equipment. Both the LESSOR and the LESSEE agree that the remaining useful life of the Equipment exceeds the original term of the Lease. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment and all proceeds, products, rents or profits therefrom. In states where permissible, you hereby authorize us to cause this Agreement or any statement of other instrument in respect to this Agreement showing our interest in the Equipment, including Uniform Commercial Code Financing Statements, to be filed or recorded and re-filed and re-recorded. You agree to execute and deliver any statement or instrument requested by us for such purpose. You agree to pay or reimburse us for any searches, filing, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement.
 5. Re-delivery and Renewal: If you 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. It is your responsibility to advise us in writing at least 30 days prior to expiration of your intention to either return the Equipment or continue the Lease. Provided you have given timely notice of your intention to return the Equipment, 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.
 6. Maintenance, Risk of Loss and Insurance: You are responsible for keeping the Equipment in good working order, unless this Lease includes the full service addendum, attached herewith, in which case except for: failure to providing suitable installation environment, approved supplies, neglect, fire, act of God, vandalism, riots, alteration, any modification or maintenance not performed by our representatives, or the use of the Equipment for other than the purposes and to the capacity for which it was designed. We are responsible for keeping the Equipment in good working order, except for ordinary wear and tear, you are responsible for protecting the Equipment from damage and loss of any kind. If the Equipment is damaged or lost, you agree to continue to pay Lease payment(s). You agree during the term of this Agreement to keep the Equipment fully insured against damage and loss, naming us as the loss payee, to obtain a general public liability insurance policy from a company acceptable to us, including us as an additional insured on the policy. You shall furnish us with certificates of such insurance or copies of policies upon request, and shall furnish us with renewal certificates not less than ten (10) days prior to the renewal date. If you fail to maintain insurance or provide evidence of insurance in accordance with the terms of this paragraph, you agree that we have the right but not the obligation to obtain such insurance, in which event you pay us for all costs thereof. You agree to promptly notify any appropriate insurer and us of each and every occurrence which may become the basis of a claim or cause of action against the insureds and provide us with all data pertinent to such occurrence.
 7. Indemnity: We are not responsible for any losses or injuries caused by the installation (unless LESSOR performs installation) or use of the Equipment. You agree to indemnify us for and to defend and hold us harmless against any claims for losses or injuries (including attorney's fees and costs) caused by the Equipment, the use thereof, or the possession thereof, unless resulting from the direct actions of the LESSOR, its employees or authorized agents.
 8. Taxes/Fees and Liens: You agree to pay when due or reimburse us for all taxes, (including but not limited to sales/use, personal property) fees, fines and penalties relating to use or possession of the Equipment or to this Agreement, now or hereafter imposed, levied or assessed by any state, federal or local government or agency. This transaction may be subject to the sales/use tax laws of the state in which the Equipment is located. You authorize us to advance the tax and increase your monthly payment for the tax applicable. LESSEE shall, at its expense, protect and defend LESSOR's title against all persons claiming against or through LESSEE, and shall at all times keep the Equipment free from any legal process whatsoever, including, but not limited to, liens, attachments levies and executions. LESSEE shall give immediate written notice to LESSOR of any legal actions, liens attachments, levies or executions against the Equipment and shall indemnify LESSOR from all loss caused thereby.
 9. Location of Equipment: You will keep and use the Equipment only at your address shown. You agree that the Equipment will not be removed from that address unless you get our written permission in advance to move it.
 10. Default: You shall be in default under this Agreement if you: (a) fail to pay the Lease or any other payment hereunder when due; (b) fail to perform and comply with any of the other terms, covenants or conditions of this Agreement within ten (10) days after LESSOR shall have given LESSEE written notice of default with respect thereto; (c) become insolvent; (d) make an assignment for the benefit of creditors; (e) have a receiver, trustee, conservator or liquidator appointed with or without your consent; (f) dissolve or pass a resolution to windup or liquidate; (g) have a secured party take possession of all or substantially all of your assets; (h) have an execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all of your assets; (i) fail to make a payment under any other agreement between us when due; (j) default under any other agreement between us; or (k) are generally unable to pay your debts as they become due.
 11. Remedies: Upon your default under this Agreement, any obligation of ours to lease Equipment or items thereof to you shall terminate. Upon your default under this Agreement, we may, at our option, (a) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by you of the applicable covenants of this Agreement or to recover damages for breach thereof; and/or (b) without notice or demand, declare immediately due and payable the sum of all Lease payments and other amounts then due and owing under this Agreement or any schedule thereof, plus the sum of the Lease payments for the unexpired term of this Agreement or any schedule hereto and thereupon we shall have an immediate right to pursue all remedies provided by law, including, without limitation the following: (i) you agree to put us in possession of the Equipment upon demand; (ii) we are authorized to enter any premises where the Equipment is situated and take possession thereof without notice or demand and without legal proceedings; (iii) at our request, you will assemble the Equipment and make it available to us at a place designated by us; (iv) we may lease or sell the Equipment or any portion thereof, upon such terms as we may elect, and apply the net proceeds, less selling and administrative expenses, on account of your obligations under this Agreement; and (v) charge you for all the expenses incurred in connection with the enforcement of any of our remedies including costs of collection, reasonable attorney's fees and court costs. If upon your default under this Agreement, we bring suit or otherwise incur expenses for protection of our rights, you will pay our legal fees. In a reasonable amount, together with our collection expenses and court costs. In addition, from and after the date of your default under this Agreement, you shall be liable for interest on amounts due us under this Agreement at the rate of one and one-half percent (1-1/2%) per month until paid, but in no event more than the maximum rate permitted by law. All of our remedies are cumulative, and in addition to any other remedies provided for by law and may, to the extent permitted by law, be exercised either concurrently or separately. Exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. No failure on our part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or to modify the terms of this Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.
 12. Assignment: You have no right to sell, transfer or assign this Agreement, sublease the Equipment or permit the Equipment to be used by anyone other than the LESSEE without our prior written consent. We may sell, assign or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new LESSOR 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 LESSOR will not be subject to any claims, defenses, or set-offs that you may have against us. In the event of a sale, assignment or transfer, we agree to remain responsible for our obligations hereunder.
 13. Consent to Jurisdiction and Governing Law: THIS AGREEMENT SHALL, IN ALL RESPECTS, BE CONSTRUED TO HAVE BEEN MADE IN THE STATE OF MISSOURI. THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI. THE LESSEE HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF MISSOURI OR OF ANY FEDERAL COURT LOCATED IN SUCH STATE IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. LESSEE WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS IN CONNECTION WITH SUCH ACTION OR PROCEEDING AND AGREES THAT THE SERVICE THEREOF MAY BE MADE BY CERTIFIED OR REGISTERED MAIL TO THE LESSEE AT ITS ADDRESS SET FORTH HEREIN, PROVIDED THAT REASONABLE TIME FOR APPEARANCE IS ALLOWED. LESSEE, TO THE EXTENT PERMITTED BY LAW, WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR LITIGATION BETWEEN OR AMONG LESSOR, LESSEE OR ANY GUARANTOR. LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED BY THE SECTION 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.
 14. Customer P.O.: You agree that any Purchase Order issued to us covering the Lease of this Equipment, is issued for purposes of authorization, and none of its terms and conditions shall modify the terms of this Agreement upon the execution thereof.
 15. Force Majeur: If the performance by LESSOR of any part of this Agreement is prevented, hindered, delayed or otherwise made impracticable by reason of any strike, flood, riot, fire, explosion, act of terrorism, war or any other casualty, by any act or request of a governmental body, or as a result of any cause beyond the control of LESSOR which cannot be overcome by reasonable diligence and without unusual expense, LESSOR shall be excused from such performance to the extent that such event shall continue to prevent, hinder or delay such performance. If such condition(s) shall prevent performance permanently of any of LESSOR's obligations hereunder, LESSOR shall notify LESSEE, as soon as reasonably practicable thereafter, in writing, of the nature and extent thereof and LESSOR shall be excused from all further performance hereunder.
 16. Entire Agreement: This Agreement contains the entire arrangement between you and us and no modifications of this Agreement shall be effective unless in writing and signed by the authorized parties. Notwithstanding the foregoing, the parties hereto may execute one or more supplemental contracts, which shall become part of this Agreement. No amendments or changes to this Agreement shall be effective unless made in writing separate herefrom and signed by the parties hereto in accordance with the original requirements for acceptance.
 17. Waiver: The failure by the LESSOR, after any default by LESSEE, to exercise any right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the LESSEE, shall not be a waiver of any such default or right to which the LESSOR is entitled, nor shall it in any way affect the right of the LESSOR to enforce such provisions at a later date.
 18. Severability: If any provision of this Agreement is contrary to, prohibited by, or deemed invalid under the applicable laws of any jurisdiction in which it is sought to be enforced, then such provision shall be deemed inapplicable and omitted, but shall not invalidate or affect the remaining provisions of this Agreement.
 19. Notice: All written notices, consents, and other communications required or permitted under this Agreement shall be made in writing and shall be (as elected by the person or entity given such notice) (a) hand delivered by messenger or courier service, (b) delivered by express courier service (e.g., FedEx), (c) mailed by registered or certified mail (postage prepaid), return receipt requested, to the address listed for LESSOR and LESSEE on page 1 of this Agreement unless a different address is provided below or to such other address as LESSOR or LESSEE may specify in writing given in accordance with this paragraph.
If to LESSOR, Sumner Group Inc. Leasing Division Attn: Secretary/Treasurer Address: 2121 Hampton Ave. St. Louis, MO 63139
If to LESSEE _____ Attn: _____ Address: _____
- Each such notice shall be deemed delivered on the earlier of (i) the date actually delivered if by messenger or courier service or express courier service or; (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.
20. Miscellaneous: This Agreement inures to the benefit of, and is binding upon the parties hereto and their respective heirs, legatees, personal representatives, successors and assigns. If more than one LESSEE is named in this Agreement, the liability of each shall be joint and several.

ADDENDUM I

LEASE 'NON-APPROPRIATION' PROVISION

CITY OF PRAIRIE VILLAGE

Notwithstanding provisions to the contrary, Lessee may terminate this contract at the end of any (12) month period by giving written notice via certified, registered mail thirty (30) days prior to the end of such (12) month period and providing written certification from the contracting officer that funding is not available for copying or duplicating purposes.

Accepted by: _____
Ronald L. Shaffer, Mayor - City of Prairie Village
(Lessee)

Date: _____

Approved by: _____
Sumner Group Inc.
dba Datamax Leasing Division (Lessor)

Date: _____



Equipment Placement

Datamax
[Sumner Group, Inc. d.b.a. Datamax of KC]

11316 W. 80th
Lenexa, KS 66214
Phone: 913-752-2200 Fax: 913-492-4475

BILL-TO	Company Name	City of Prairie Village Public Works Dpt	Account Number	Purchase Order Number
	Billing Address	3535 Somerset Drive	City, State	Prairie Village, KS
	Contact Name	Suzanne Lownes	Phone Number	913-385-4640

SHIP-TO	Company Name	City Of Prairie Village Public Works Department		Office Hours
	Shipping Address	3535 Somerset Dr	City	Prairie Village
	Contact Name	Suzanne Lownes	Phone Number	913/385-4840

DELIVERY	Sales Consultant	Tim Hill	Ext #		Model	Canon IRC 3100N	Serial # or Tag	L6083
	Delivery Type	<input checked="" type="checkbox"/> Installation	<input checked="" type="checkbox"/> Pick-Up		Model		Serial # or Tag	
	Requested Delivery Date	<input type="checkbox"/> Steps	<input type="checkbox"/> Elevator		Model		Serial # or Tag	
	Delivery Instructions							

PICK-UP	Pick-Up Instructions	
	CUSTOMER AGREES:	X
	<small>The listed equipment does not have liens or leases held by any other company and Datamax is released from any liability when disposing of said assets.</small>	

EQUIPMENT INFORMATION	QTY	MODEL/PART NUMBER	PART NUMBER	TAG #	SERIAL #	METER IN	METER OUT
	1	IRC3080I	2460B004AA				
	1	CIR2550 Cassette Feeding Unit-Y3	8695A005AA				
	1	CIR2550 Finisher-Z1	1430B002AA				

AGREEMENT TYPE	<input checked="" type="checkbox"/> Lease Agreement	<input type="checkbox"/> Extended Purchase Agreement	<input type="checkbox"/> Government Placement
	<input type="checkbox"/> DCP Rental	<input type="checkbox"/> Rental Agreement	<input type="checkbox"/> National Account Placement
	AGREEMENT INSTRUCTIONS		

ACCEPTANCE	TERMS AND CONTRACTS ARE SPECIFIED ON THE SEPARATE LEASE AGREEMENT. THE LEASE AGREEMENT IS SUBJECT TO CREDIT ACCEPTANCE FROM SUMNER GROUP, INC DBA DATAMAX KC, AND IS NOT A CONTRACT UNTIL SIGNED AT THE CORPORATE OFFICES BY AN AUTHORIZED REPRESENTATIVE.		
	X	CUSTOMER SIGNATURE	TITLE



datamax

Authorization For Insurance Certificate

Datamax Leasing Division
[Sumner Group, Inc. d.b.a. Datamax of KC]

11316 W. 80th
Lenexa, KS 66214
Phone: 913-752-2200 Fax: 913-492-4475

CUSTOMER	Full Legal Name	Phone Number	Agreement Number	
	DBA Name (If Any) City Of Prairie Village Public Work	Phone Number 913/385-4640		
	Bill To Location	City, State	Zip Code	
	Equipment Location (If 3535 Somerset Dr)	City Prairie Village	State KS	Zip Code 66208

INSURANCE	Insurance Agent			
	Insurance Company	Phone Number		
	Agent's Street Address	City	State	Zip Code
	Other			

ACCEPTANCE	<p>This letter authorized the above agent to provide Sumner Group, Inc. d.b.a. Datamax a certificate of insurance naming them as an "additional insured" or "coinsured" with respect to physical damage coverage on the equipment which has been received from them.</p> <p>The amount of physical damage coverage must be no less than: \$ _____</p> <p>The insurance certificate should be forwarded to:</p> <p style="text-align: right;">Sumner Group, Inc. d.b.a. Datamax P.O. Box 2222 St. Louis, Missouri 63139 Phone: 800-874-4911 Fax: 314-633-8008</p>		
	<p>X</p>		
	SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE
	TITLE		



datamax

ImageCARE Total Care Maintenance Agreement

Datamax
[Sumner Group, Inc. d.b.a. Datamax of KC]

11316 W. 80th
Lenexa, KS 66214
Phone: 913-752-2200 Fax: 913-492-4475

BILL TO	Company Name	City of Prairie Village	Account Number	22C094	Purchase Order Number	
	Billing Address	3535 Somerset Drive	City, State	Prairie Village KS	Zip Code	66208
	Contact Name	Suzanne Lownes	Phone Number		Email Address	

SHIP TO	Company Name	City Of-Prairie Village Public Works Depa	Account Number	22C094	Office Hours	
	Shipping Address	3535 Somerset Dr	City	Prairie Village	State	KS Zip Code 66208
	Contact Name	Suzanne Lownes	Phone Number	913/385-4640	Email Address	

EQUIPMENT INFORMATION	Contract Start Date	Agreement Number	Comments			
	Term <input checked="" type="checkbox"/> New Equipment (5 year performance guarantee) <input type="checkbox"/> Refurbished Equipment (3 year performance guarantee) <input type="checkbox"/> Used Equipment (1 year performance guarantee)					
				This Maintenance Agreement Replaces Present Agreement: Model# Canon IRC 3100N Tag #: L6083		
	Model Number	Tag #	Serial #	Total Meter Start	Total Black Meter	Program Type
	IRC30801					
	CIR2550 Cassette Feeding Unit-Y3					
	CIR2550 Finisher-Z1					

The above referenced equipment is covered under the terms and conditions of this Agreement by Datamax, hereinafter referred to as "Company." The ImageCARE, hereinafter referred to as "Agreement," includes all service calls, electrical and mechanical parts, fuser oil, drums and toner (not to include supplies such as paper, transparencies, staples, etc.) at no additional charge. The following plans are offered under this Agreement:

MAINTENANCE PLANS	<input checked="" type="checkbox"/> DMX-Lease Plan	<input type="checkbox"/> DMX-Monthly Plan
	Monthly payment covers <u>5000</u> B&W impressions per month And/or <u>0</u> color impressions per month. Additional impressions to be invoiced monthly: \$ <u>0.01</u> per B&W impression and \$ <u>0.0778</u> per Color impression.	Customer agrees to pay monthly in advance \$ _____ per month. For a period of one (1) year which covers _____ B&W impressions per month And/OR _____ Color impressions per month. Additional copies to be invoiced monthly: \$ _____ per B&W impression and \$ _____ per Color Impression.
	<input type="checkbox"/> DMX-Annual Plan	<input type="checkbox"/> DMX-Quarterly Plan
	Customer agrees to pay in advance \$ _____ which covers one (1) year and _____ B&W impression per year. And/Or _____ Color impressions per year. Additional copies to be invoiced annually at \$ _____ per B&W impression and \$ _____ per Color impression.	Customer agrees to pay quarterly in advance \$ _____ per quarter. For a period of one (1) year which covers _____ B&W impressions per quarter And/OR _____ Color impressions per quarter. Additional copies to be invoiced quarterly: \$ _____ per B&W impression and \$ _____ per Color Impression.

IMAGECARE GUARANTEES

DMX-Preventive Maintenance Guarantee

The Datamax Preventive Maintenance Guarantee is a service management process designed to systematically inspect and proactively maintain equipment in order to minimize untimely failures and maximize a long operating life. The Company will provide Preventive Maintenance conveniently to scheduled at your request to inspect, clean and lubricate your equipment. The Company's computerized materials management system records part utilization history and establishes the inventory levels necessary to assist in anticipating the Customer's needs. The Company will replace all parts and install upgrades or factory retrofits as required.

DMX-Response Time Guarantee

The Company guarantees an average response time for service (excluding scheduled Preventive Maintenance calls) of four (4) hours or less within the metropolitan area Monday through Friday, 8:00 am until 5:00 pm, excluding holidays. The Company's response time is calculated by recording the time we received your call and subtracting it from the time our technician is on location to repair the equipment. Should the Company not maintain an average response time for a twelve (12) month period of four (4) hours or less, the Company will credit ten percent (10%) of the next six (6) months service contract.

DMX-Free Loaner Guarantee

The Customer has the added security of knowing that if their equipment is not performing to the manufacturer's specifications or is required to be returned to the Company's service facility for any reason, a loaner machine will be delivered FREE OF CHARGE within eight (8) business hours of the decision to provide the loaner.

DMX-No Lemon Replacement Guarantee

The Company will replace the equipment specified herein with a like or substantially similar piece of equipment should the Company be unable to maintain the equipment to manufacturer's specifications within thirty (30) days after the enactment of the Free Loaner Guarantee.

DMX-MAXimizer Training Guarantee

The Company guarantees to provide a one hour (1) MAXimizer/ST™ Stand-Alone Training Module which covers a stand-alone equipment overview, basic operations, advanced operations, troubleshooting and maintenance. The MAXimizer/ST™ Stand-Alone Module provides for a one (1) time class with up to five (5) users trained. Additional training will be provided at the Company's then current hourly training rates.

DMX-Lease Upgrade Guarantee

The Customer has the option to upgrade their Datamax leased equipment to a new lease with Datamax for a similar or higher capacity model, based on the following lease payment intervals:

Term if Original Lease (Number of Payments)	Minimum Number of Lease Payments Made (If Continuously Covered by this TCMA)	Minimum Number of Lease Payments Made (If Not Continuously Covered by this TCMA)
36	18	22
48	24	30
60	30	38
DocuBLOCK		50% of Total Impressions Made and Paid For.

DMX-Purchase Upgrade Guarantee

The Customer has the option to upgrade their current Datamax copier to another Datamax copier of the same or greater list price on the following basis: The Company will allow 100% of the net cash price paid for the original copier as a trade-in allowance off the Company's current list price of a new copier, less a usage charge on the original copier. The usage charge, based on a net cash price, will be four percent (4%) per month for the first six (6) months you have the equipment, three percent (3%) per month for months seven through twelve (7-12), two percent (2%) for months thirteen through twenty-four (13-24) and one percent (1%) per month thereafter.

DMX-Lease Cancellation Guarantee

The Customer has the option to cancel their Datamax Lease Agreement at the end of any twelve (12) month anniversary of the commencement date of the lease by paying the remaining lease charges due for the original term, less a prepayment discount. The prepayment discount will be calculated by multiplying the prime interest rate listed in The Wall Street Journal on the day this option is exercised by the remaining payments. Final payment must be received by Datamax within ninety (90) days of the exercised date of this cancellation option.

TERMS AND CONDITIONS

- In consideration of the performance and observance by the customer of the terms and conditions herein, the Company agrees, subject to terms and conditions herein, to perform all necessary service on the equipment described herein according to manufacturer's specifications unless the equipment malfunction is caused by fire, act of God, vandalism, customer misuse or neglect, or unauthorized modifications or repairs. The terms, conditions, and performance guarantees described herein are in effect for a term of five (5) years for new equipment and three (3) years for refurbished equipment, provided the equipment has been continuously covered under this Agreement and has not been placed in an environment where it is being used on a regular basis in excess of the manufacturer's monthly volume recommendations.
- Customer agrees to appoint a key operator to exert reasonable care in the operation of the equipment and provide all consumable supply items as frequently as needed for maximum copy quality. The Company will supply all toner necessary, provided the copying application is within twenty percent (20%) of the industry standard thirty percent (30%) density coverage on a letter size (8 1/2 x 11) sheet of paper. Applications with excessive coverage will be subject to a surcharge. Only supplies (other than paper) that are produced by the Original Equipment Manufacturer (OEM) and obtained through the Company or a Company approved supplier may be used in conjunction with this Agreement. The Customer agrees to keep the supplies provided by this Agreement in a safe place and only use them in the equipment covered by this Agreement.
- All scheduled service calls and intervening calls will be performed during the Company's normal working hours. Service calls requested for those other than the company's normal working hours will be charged to the customer at the Company's then current rate for after hours service. Should the Customer relocate the equipment, the rate could be increased for the balance of the term.
- This Maintenance Agreement is automatically renewed (unless terminated in writing by the Company) under the existing conditions for successive one (1) year periods upon invoicing by the Company at the rate in effect at the time of renewal unless terminated in writing 30 days prior to expiration of the existing agreement. The Company reserves the right to increase this Maintenance Agreement on an annual basis as dictated by changing market conditions. Terms and conditions stipulated under Section (4.) do not apply to DocuBLOCK Agreements.
- The Company shall not be obligated to provide the guarantees and services as called for in this Agreement unless the customer is current with all payments due the Company under the terms of this Agreement or any other agreement relating to the lease or purchase of the specified equipment.
- This Agreement is subject to the approval of the Company.
- EXCEPT AS OTHERWISE PROVIDED HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED WITH RESPECT TO SERVICES OR PRODUCTS FURNISHED HEREUNDER INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACCEPTANCE

This Agreement is: Accepted Declined

CUSTOMER SIGNATURE

Title

Date

DATAMAX AUTHORIZED MANAGEMENT APPROVAL

Title

Date



ConnectCARE Agreement

Datamax
[Sumner Group, Inc. d.b.a. Datamax of KC]

11316 W. 80th
Lenexa, KS 66214
Phone: 913-752-2200 Fax: 913-492-4475

BILL-TO	Company Name	City Of Prairie Village Public Works	Account Number	Purchase Order Number	
	Bill To Address	3535 Somerset Drive	City, State	Prairie Village, KS	Zip Code 66208
	Contact Name	Suzanne Lownes	Phone Number	913-385-4640	Fax Number

SHIP-TO	Company Name	City Of Prairie Village Public Works	Account Number	Office Hours	
	Shipping Address	3535 Somerset Dr	City	Prairie Village	State KS Zip Code 66208
	Contact Name	Suzanne Lownes	Phone Number	913/385-4640	Email Address

Network Contact	Phone Number
Internal Employee <input type="checkbox"/>	Outsourced <input type="checkbox"/>
Sales Consultant	Tim Hill

GUARANTEE	<p>DMX-ConnectCARE Implementation Guarantee</p> <p>When you acquire digital imaging equipment from Datamax, you are receiving much more than hardware and software, you are also gaining access to the knowledge and capabilities of the company behind the system. At Datamax, we are proud of our knowledge of the imaging industry and pride ourselves on our proven systems integration and technical training capabilities. Your acquisition marks the beginning or continuation of a relationship that we intend to honor throughout the life of your system. To ensure the success of our relationship and your return on investment, we provide the following ConnectCARE Implementation Guarantee.</p> <p>The installation and integration of your system will be guided by the Project Completion Checklist document found within ConnectCARE. Important elements of each project include:</p> <ol style="list-style-type: none"> 1 Imaging system network integration 2 Workstation-based print driver installation (load up to five (5) client workstations) 3 Walk-up copier functional training (provided by the Digital Imaging Consultant) 4 Train-the-trainer technical training <p>During the first thirty (30) days after the completion of the ConnectCARE Project Completion Checklist, if you are not satisfied with the quality of any of the four (4) elements listed above, we will repeat the services associated with any of the four (4) elements at no charge.</p>
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TERMS AND CONDITIONS	<ol style="list-style-type: none"> 1. The Customer is subject to the terms and conditions of this ConnectCARE Agreement by Datamax of Kansas, hereinafter referred to as "Company." The ConnectCARE Agreement hereinafter is referred to as the "Agreement." All hardware and software, purchased from the Company under the Project Code listed above is hereinafter referred to as "DMX-System." 2. The Company is not responsible for ensuring the compatibility of the DMX-System with future workstation and/or server operating system releases and/or updates. 3. The Company is not responsible for ensuring the compatibility of the DMX-System with future versions of application software. 4. The Customer is responsible for preparing the installation site and coordinating the necessary resources prior to the prearranged, formal DMX-System installation date. This includes, but is not limited to, installation of network cable drops, installation of required power, and configuration of and accessibility to physical site, coordination of training schedules. Should any of these circumstances inhibit Company personnel from performing normal implementation duties, the Customer will be billed for the additional time required in accordance with the fee schedule outlined on the ConnectCARE Systems Support document. A revised implementation schedule will then be established. 5. The Customer is responsible for having all system associated computer equipment up to manufacturer specifications prior to the on-site arrival of Company technical personnel. Computer hard drives should be error and virus free and should contain sufficient space to install workstation software printer drivers and other required utility software. Network installations may require some server configuration and will be conducted or supervised by the Company based upon advance Customer directive. Should additional software be required for proper installation, the Customer will be notified in advance and will be responsible for acquisition and installation of such software. In no event will the Company be held liable for any loss of computer data, indirect, special, incidental or consequential damage of any kind, or for any computer performance issues that occur during or after DMX-System installation. 6. All disks, tapes, media and information of any nature that are made available by the Customer or that become available to the Company by virtue of this Agreement or the relationship created by this Agreement, shall be held in strict confidence by the Company. Such confidential disclosures that are made or such confidential information that become available to the Company are made in reliance with this Agreement.
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AGREEMENT TYPE	AGREEMENT INSTRUCTIONS

ACCEPTANCE	By signing below, the customer agrees with the provisions of this ConnectCARE Agreement and agrees to abide by the terms and conditions listed herein.					
	<table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">X</td> <td style="width: 33%;"></td> <td style="width: 33%;"></td> </tr> <tr> <td style="text-align: center;">CUSTOMER SIGNATURE</td> <td style="text-align: center;">TITLE</td> <td style="text-align: center;">DATE</td> </tr> </table>	X			CUSTOMER SIGNATURE	TITLE
X						
CUSTOMER SIGNATURE	TITLE	DATE				



datamax

ConnectCARE Agreement

Datamax
[Sumner Group, Inc. d.b.a. Datamax of KC]

11316 W. 80th
Lenexa, KS 66214
Phone: 913-752-2200 Fax: 913-492-4475

SUPPORT OVERVIEW

Thank you for purchasing advanced document technology from Datamax. We have developed a comprehensive suite of post-sale support options designed to keep you and your system productive for the lifetime of your equipment. Listed below are the available support options:

Telephone-Based PROBLEM Remediation: Fifteen (15) minutes of telephone support is available at no charge to quickly resolve simple issues. If the time required to solve the problem is greater than fifteen (15) minutes, it will be billed in fifteen (15) minute increments at \$30/quarter hour. All telephone-based troubleshooting calls are limited to a maximum of one (1) hour. At the end of this hour, you will be offered the option of an onsite visit by Datamax Technology Group Personnel.

Onsite Technology Consulting: All onsite visits require a one (1) hour minimum fee. The following pricing schedule applies to issue resolution.
\$125/hour... Monday - Friday business hours (8:00a.m. - 5:00p.m. cst)
\$150/hour... Monday - Friday non business hours
\$200/hour Saturday, Sunday, and holidays

EQUIPMENT INFORMATION

QTY	MODEL	PART NUMBER	ASSOCIATED NETWORK ADDRESS
1	IRC3080I	2466B004AA	
1	CIR2550 Cassette Feeding Unit-Y3	8695A005AA	
1	CIR2550 Finisher-Z1	1430B002AA	

Multiple Placement Questions:

Is cabling available for each unit? Yes No

Will each unit process data from the same applications? Yes No

Will each unit connect to the same network, subnet, VLAN? Yes No

Multiple Placement Notes:

NOTES

Blank area for notes.



ADMINISTRATION

Council Meeting Date: October 5, 2009

Consent Agenda - Consider Revision to Council Policy CP056 "Financial Management Policies"

RECOMMENDATION

Council approve the revisions to PP935 "Cellular Phones."

SUGGESTED MOTION

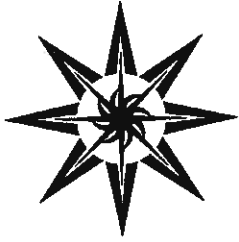
Move to approve the revisions to Personnel Policy PP935 "Cellular Phones" as denoted in the packet.

BACKGROUND

Personnel Policy PP935 was adopted in 2006 to document the City's policy regarding cell phones. At that time, the cell phone stipend amount was established at \$25 per month. As part of the 2010 budget adoption, the Council established the cell phone stipend to be \$40 per month. The policy has been revised to include language indicating that the amount of the stipend will be set each year as part of the adoption of the budget. Personnel Policy PP935 applies to City staff. The Council communication stipend is covered by Council Policy CP030. The amount of the Council communication stipend was left unchanged at \$25 per month during the 2010 budget adoption.

ATTACHMENTS: Personnel Policy PP935, redline version

Prepared By:
Karen Kindle
Finance Director
Date: 9/30/09



City Council Policy: PP935 - CELLULAR PHONES

Effective Date: ~~December 18, 2006~~ October 5, 2009

Amends: PP935 "Cellular Phones", December 18, 2006

Approved By: Governing Body, December 18, 2006 October 5, 2009

I. SCOPE

A. This policy applies to all employees.

II. PURPOSE

A. To maintain guidelines and procedures for authorization of cellular phones for employees.

III. RESPONSIBILITY

- A. The Manager will be responsible for notifying the Finance Department of the need for an employee to receive the monthly cellular phone stipend.
- B. The Manager will be responsible for reviewing the billing on a City-owned cellular phone for compliance with this policy prior to submitting the request for payment to the Finance Department.

IV. DEFINITIONS

- A. "Manager" is defined as one of the following:
1. City Administrator;
 2. Assistant City Administrator;
 3. Chief of Police;
 4. Public Works Director;
 5. Or the designee of the positions listed.
- B. "Employee" is defined as anyone classified as such in *Personnel Policy #720 - Definitions of Employment Status*.
- C. "Cellular Phone" is a hand-held, mobile radio/telephone for use in an area divided into small sections (cells), each with its own short-range transmitter/receiver.

V. POLICY

- A. The Manager will determine which of the following options an employee receives.
1. Monthly Cellular Phone Stipend
 - a.) Employees that have been designated by the Manager that they are required to have a cellular phone due to the nature of their employment will receive a monthly stipend for their business use in an amount of ~~\$25.00~~ determined by the Governing Body during adoption of the annual budget.
 - b.) Payment of the monthly stipend will be made to the employee via the City's payroll system and is subject to taxation.
 - c.) The purchase, maintenance, and payment of services for the cellular phone will be the responsibility of the employee.
 2. City-owned Cellular Phone
 - a.) A Manager may elect to provide a City-owned cellular phone in lieu of a stipend; this request must be approved by the City Administrator.
 - b.) The City will be responsible for the purchase, maintenance, and payment of services for the cellular phone.
 - c.) All calls made via a City-owned cellular phone shall be recorded with the date, time, telephone number, and duration of all calls placed or received by the employee and will be required to be submitted with the request for payment; the monthly invoice with a detailed call list may be used.
 - d.) Employees are required to review the monthly call record and designate any calls that are personal in nature.
 - e.) Personal use of any City-owned cellular phone is strongly discouraged.
 - f.) Reimbursement of any personal use of a City-owned cellular phone will be at a rate of \$0.10 per minute and will be deducted from the employee's paycheck via the City's payroll system.
 - g.) Upon termination of employment or transfer to a position in which the need for a City-owned cellular phone does not exist, an employee will be required to return the cellular phone to the City.



ADMINISTRATION

Council Meeting Date: October 5, 2009

Consent Agenda: Consider Adoption of Resolution No. 2009-17, Designating Authorized Individuals for UMB Bank

RECOMMENDATION

The Council adopt Resolution No. 2009-17 designating authorized individuals for UMB Bank.

SUGGESTED MOTION

Move to adopt Resolution No. 2009-17 designating authorized individuals for UMB Bank.

BACKGROUND

The City has accounts at various banks in order to handle the City's banking and investment transactions. The City recently approved a resolution which added Dennis Enslinger, Assistant City Administrator to the list of authorized persons. However, the resolution only indicated the purchase of certificates of deposit. The City also purchases Treasury Bills and Treasury Notes from UMB Bank. The resolution for UMB Bank has been updated to reflect these other activities per the bank's request.

FUNDING SOURCE

Banking fees are included in the Financial Management program budget.

ATTACHMENTS:

- Resolution No. 2009-17, designating authorized individuals for UMB Bank

Prepared By:

Karen Kindle

Finance Director

Date: September 30, 2009

RESOLUTION NO. 2009-17

WHEREAS, the City of Prairie Village finds it necessary to regularly invest temporarily idle funds of the City in short term certificates of deposit, U.S. Treasury Notes, and U.S. Treasury Bills; and

WHEREAS, the City of Prairie Village finds it necessary to establish and maintain a safekeeping account at UMB Bank; and

WHEREAS, UMB Bank has, by Ordinance, been designated as an official depository of the City of Prairie Village;

NOW, THEREFORE, BE IT RESOLVED, that UMB Bank located in Johnson County, Kansas, is hereby designated a depository and safekeeping agent of the City of Prairie Village, Kansas for the purpose of purchasing certificates of deposit, U.S. Treasury Notes and U.S. Treasury Bills from said institution, and that the following persons are authorized to act on behalf of the City for the purpose of purchasing certificates of deposit, U.S. Treasury Notes and U.S. Treasury Bills:

<u>Name</u>	<u>Title</u>
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Karen Kindle	Finance Director

BE IT FURTHER RESOLVED that the following individuals are hereby individually authorized to endorse said certificates of deposit, U.S. Treasury Notes and U.S. Treasury Bills on behalf of the City for purposes of redemption:

<u>Name</u>	<u>Title</u>
Ronald L. Shaffer	Mayor
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Joyce Hagen Mundy	City Clerk
Dennis Enslinger	Asst. City Administrator

BE IT FURTHER RESOLVED that the following individuals acting individually, are authorized to instruct said financial institutions, either by written or verbal instructions, or electronic transactions to deposit proceeds for the credit of this City at any bank or savings and loan association:

<u>Name</u>	<u>Title</u>
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Dennis Enslinger	Asst. City Administrator

BE IT FURTHER RESOLVED that the City acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the individual(s) named on this resolution. The Term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that is filed separately by the City with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the individual(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature on file. The City authorizes each individual to have custody of the City's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

BE IT FUTHER RESOLVED that this resolution shall continue in force and said financial institutions may consider the facts concerning and holders of said offices, respectively, and their signatures, to be and continue as set forth herewith until written notice to the contrary is duly served on said financial institution.

ADOPTED THIS 5TH DAY OF OCTOBER, 2009.

By: _____
Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk



ADMINISTRATION

Council Meeting Date: October 5, 2009

Consent Agenda: Consider Adoption of Resolution No. 2009-18 designating authorized individuals for Great Southern Bank and a Collateral Security Agreement with Great Southern Bank

RECOMMENDATION

Recommend that the Council adopt Resolution No. 2009-18 designating authorized individuals for Great Southern Bank. Recommend that Council authorize the Mayor to sign the collateral security agreement with Great Southern Bank.

SUGGESTED MOTIONS

Move to adopt Resolution No. 2009-18 designating authorized individuals for Great Southern Bank.

Move to authorize the Mayor to sign the collateral security agreement with Great Southern Bank.

BACKGROUND

The City has accounts at various banks in order to handle the City's banking and investment transactions. Great Southern Bank recently acquired the Team Bank location in Prairie Village and is interested in bidding on the City's investments for idle funds.

The bank requires the City to designate the individuals authorized to handle the City's business at the bank via a resolution. Resolution No. 2009-18 fulfills that requirement.

In addition, state statutes require banks to pledge securities as collateral for City deposits in excess of the FDIC coverage. The City requires banks to sign a collateral security agreement which governs the collateral safekeeping and related procedures. This agreement has been reviewed and approved by the City Attorney.

FUNDING SOURCE

Banking fees are included in the Financial Management program budget.

ATTACHMENTS:

- Resolution No. 2009-18
- Collateral Security Agreement with Great Southern Bank.

Prepared By: Karen Kindle, Finance Director Date: September 30, 2009

RESOLUTION NO. 2009-18

WHEREAS, the City of Prairie Village finds it necessary to regularly invest temporarily idle funds of the City in short term certificates of deposit, U.S. Treasury Notes, and U.S. Treasury Bills; and

WHEREAS, the City of Prairie Village finds it necessary to establish and maintain a safekeeping account at Great Southern Bank; and

WHEREAS, Great Southern Bank has, by Ordinance, been designated as an official depository of the City of Prairie Village;

NOW, THEREFORE, BE IT RESOLVED, that Great Southern Bank located in Johnson County, Kansas, is hereby designated a depository and safekeeping agent of the City of Prairie Village, Kansas for the purpose of purchasing certificates of deposit, U.S. Treasury Notes and U.S. Treasury Bills from said institution, and that the following persons are authorized to act on behalf of the City for the purpose of purchasing certificates of deposit, U.S. Treasury Notes and U.S. Treasury Bills:

<u>Name</u>	<u>Title</u>
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Karen Kindle	Finance Director

BE IT FURTHER RESOLVED that the following individuals are hereby individually authorized to endorse said certificates of deposit, U.S. Treasury Notes and U.S. Treasury Bills on behalf of the City for purposes of redemption:

<u>Name</u>	<u>Title</u>
Ronald L. Shaffer	Mayor
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Joyce Hagen Mundy	City Clerk
Dennis Enslinger	Asst. City Administrator

BE IT FURTHER RESOLVED that the following individuals acting individually, are authorized to instruct said financial institutions, either by written or verbal instructions, or electronic transactions to deposit proceeds for the credit of this City at any bank or savings and loan association:

<u>Name</u>	<u>Title</u>
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Dennis Enslinger	Asst. City Administrator

BE IT FURTHER RESOLVED that the City acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the individual(s) named on this resolution. The Term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that is filed separately by the City with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the individual(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature on file. The City authorizes each individual to have custody of the City's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

BE IT FURTHER RESOLVED that this resolution shall continue in force and said financial institutions may consider the facts concerning and holders of said offices, respectively, and their signatures, to be and continue as set forth herewith until written notice to the contrary is duly served on said financial institution.

ADOPTED THIS 5TH DAY OF OCTOBER, 2009.

By: _____
Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

**SECURITY AGREEMENT
FOR PUBLIC FUND DEPOSITS**

This security agreement is made and entered into this ____ day of _____ 20__ ,by and between the City of Prairie Village, Kansas, hereinafter called the "Governmental entity" and Great Sothern Bank hereinafter called the "depository bank".

WHEREAS, governmental entity has deposited, and will in the future deposit, public funds in depository bank in amounts exceeding the amounts insured by the Federal Deposit Insurance Corporation (FDIC); and

WHEREAS, governmental entity requires the amounts of its deposits in excess of the amounts insured by the FDIC be secured by pledge of collateral as required by K.S.A. 9-1402 et seq. and K.S.A 9-1407 et seq. and Council Policy 056; and

WHEREAS the parties desire to reduce their security agreement to writing:

NOW, THEREFORE, governmental entity and depository bank agree as follows:

1. The securities pledged by depository bank to secure deposits made by governmental entity in depository bank shall consist of one or more of the following:
 - a. direct obligations of, or obligations that are insured as a principal and interest by, the United States government or any agency thereof and obligations and securities of United States sponsored enterprises which under federal law may be accepted as security for public funds;
2. Depository bank hereby grants to governmental entity a security interest in securities pledged to secure payment of deposits made by governmental entity in depository bank.
3. Depository bank shall take such action or actions as are necessary to perfect the security interest herein granted. Depository bank shall furnish satisfactory proof thereof to governmental entity including collateral agreements establishing that its agents, trustees or affiliate banks have granted a security interest in securities pledged on behalf of depository bank to governmental entity which is enforceable and perfected under the terms of paragraph 7 and its subparts below.
4. Depository bank shall pledge securities that have a market value equal to at least 110% of the amount of the total deposits of public funds in depository bank, including accrued interest, less so much of any such deposits which are insured by FDIC.
5. Depository bank shall transfer or deposit the pledged securities to or with the State Treasurer, the Federal Reserve Bank of Boston or a bank acting as a financial intermediary (custodial institution) doing business in Kansas and which is not owned or controlled directly or indirectly by depository bank.
6. A "custodial agreement" among depository bank, governmental entity and custodial institution shall be executed by an authorized representative of each party and be retained in the records of depository bank. Custodial bank shall issue a joint custody receipt for each specific security held by it under the terms of the agreement.
7. Depository bank represents and warrants to the governmental entity that:
 - a. it or its agents, trustees or affiliate banks is the sole legal and equitable owner of the securities transferred to secure the deposits made by governmental entity in depository bank;

- b. no security interest in the securities pledged has been or will be granted by it or its agents, trustees or affiliate banks other than that granted herein to secure deposits made by governmental entity with depository bank or which has been or may be granted in undivided fractional interest in securities not pledged to governmental entity;
 - c. deposits made by governmental entity in depository bank are insured by the FDIC in the amount of the deposit or deposits up to the maximum FDIC amount; and
 - d. depository bank is duly authorized to execute this agreement; that this agreement has been approved and authorized by the board of directors of depository bank at its meeting on _____, 20__ and that this agreement is reflected in the minutes of said board and the records of depository bank. Depository bank shall furnish certified copies of such minutes to governmental entity upon request.
8. Depository bank shall be permitted to release or substitute securities pledged hereunder at any time pursuant to prior written authorization by the governmental entity. Depository bank, on a monthly basis or on demand by governmental entity, shall furnish to governmental entity a statement describing by CUSIP and pool number, par value, interest rate, maturity date and current market value of the securities pledged by depository bank.
9. Depository bank shall be in default and the governmental entity shall be entitled to foreclose on the security interest in securities pledged pursuant to this agreement by depository bank on the occurrence of any of the following:
- a. depository bank fails to pay all of any part of a matured certificate of the governmental entity, including earned interest;
 - b. depository bank fails to pay any check, draft or warrant drawn by the State Treasurer and the Director of Accounts and Reports which is properly payable and there are sufficient funds on deposit for its payment;
 - c. depository bank fails to account for any check, draft, warrant, order or certificate of deposit or any money entrusted to it by the governmental entity; or
 - d. a conservator or receiver is appointed for depository bank.
10. In the event of default, securities pledged by depository bank and held by Custodian shall be subject to sale pursuant to the laws of the state of Kansas to satisfy the obligations of depository bank to governmental entity.
11. On request from the governmental entity, depository bank shall provide copies of its most recent call reports, directors' examination reports and such other additional financial information as is mutually agreed to by the parties.
12. The governmental entity shall be entitled to withdraw their funds, without penalty as allowed by Federal law, including accrued interest, from depository bank if:
- a. depository bank fails to pledge securities in accordance with paragraph 4 and 8 above; or
 - b. depository bank fails to abide by paragraph 7 and its subparts above.
13. This security agreement may not be assigned in whole or in part and is binding on the parties, their successor and assigns.
14. If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.
15. The laws of the State of Kansas shall govern this agreement.

16. This contract shall be modified only by the written agreement of the parties subject to paragraph 7.d. above.
17. Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the governmental entity shall not constitute a waiver.

Governmental Entity

City of Prairie Village, Kansas

By: _____
Ronald Shaffer
Title: Mayor

Depository Bank

Great Southern Bank
By: _____
Title: _____

MAYOR'S ANNOUNCEMENTS
October 5, 2009

Committee meetings scheduled for the next two weeks include:

Planning Commission	10/06/2009	7:00 p.m.
Sister City Committee	10/12/2009	7:00 p.m.
Communications Committee	10/13/2009	5:30 p.m.
Parks and Recreation Committee	10/14/2009	7:00 p.m.
Council Committee of the Whole	10/19/2009	6:00 p.m.
City Council	10/19/2009	7:30 p.m.

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The October exhibit in the R. G. Endres Gallery will be the annual State of the Arts. It will be a juried exhibit and three prizes of \$1,000 will be awarded including the R. G. Endres Memorial Best of Show Award. There will also be a new prize of \$500 - the Viewer's Choice Award. The receptions and awards reception will be held on October 9th from 6:00 to 8:00 p.m., with the awards being announced at 7:00 p.m.

25th Annual Peanut Butter Week is October 5 - 9. Bring some Peanut Butter to the Council Meeting.

Flu shots will be available to Council Members for \$10 on October 22, 2009 from 7:30 - 9:00 a.m. at Public Works or from 2 - 4 p.m. at City Hall.

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

INFORMATIONAL ITEMS
October 5, 2009

1. Planning Commission Agenda - October 6, 2009
2. Council Committee of the Whole Minutes - September 21, 2009
3. Park and Recreation Committee Minutes - August 12, 2009
4. Sister City Committee Minutes - August 10, 2009
5. PVAC Minutes - August 19, 2009
6. PVAC Minutes - September 16, 2009
7. Mark Your Calendars
8. Committee Agenda

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
MUNICIPAL BUILDING - 7700 MISSION ROAD
TUESDAY, OCTOBER 6, 2009
Council Chambers
7:00 P.M.**

I. ROLL CALL

II. APPROVAL OF PC MINUTES - September 1, 2009

III. PUBLIC HEARINGS

**PC2009-13 Revisions to the Prairie Village Zoning Regulations
Chapter 19.34 entitled "Accessory Uses"
Applicant: City of Prairie Village**

**PC2009-14 Renewal of Special Use Permit for Wireless Communications
PC2009-18 7801 Delmar
Current Zoning: R-1a
Applicant: Trevor Wood, SSC for T-Mobile & Sprint**

**PC2009-15 Request for Special Use Permit for Wireless Communications
7801 Delmar
Current Zoning: R-1a
Applicant: Trevor Wood, Selective Site Consultants
for Clearwire Communications**

**PC2009-16 Request for Special Use Permit for Wireless Communications
9011 Roe Avenue
Current Zoning: R-1a
Applicant: Trevor Wood, Selective Site Consultants
for Clearwire Communications**

**PC2009-17 Renewal of Special Use Permit for Wireless Communications
7700 Mission Road
Current Zoning: R-1a
Applicant: Trevor Wood, Selective Site Consultants for Sprint**

IV. NON-PUBLIC HEARINGS

**PC2009-109 Site Plan Approval
Stealth Communication Antenna
7231 Mission Road
Current Zoning: R-1a
Applicant: Trevor Wood, Selective Site Consultants
for Clearwire Communications**

V. OTHER BUSINESS

VI. ADJOURNMENT

Plans available at City Hall if applicable

If you can not be present, comments can be made by e-mail to

Cityclerk@Pvkansas.com

COUNCIL COMMITTEE OF THE WHOLE
September 21, 2009

The Council Committee of the Whole met on Monday, September 21, 2009 at 6:00 p.m. The meeting was called to order by Council President Michael Kelly with the following members present: Mayor Shaffer, Al Herrera, Dale Warman, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz. Also present were: Bob Lindeblad, Dirk Schafer, Nancy Vennard, Marlene Nagel and Randy Kronblad. Staff members present: Quinn Bennion, City Administrator; Wes Jordan, Chief of Police; Keith Bredehoeft, Public Works Project Manager; Katie Logan, City Attorney; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

David Voysey moved the approval of the Consent Agenda for Monday, September 21, 2009:

- **ADOPT ORDINANCE 2210 INCORPORATING THE UNIFORM PUBLIC OFFENSE CODE, (UPOC) AND ORDINANCE 2211 INCORPORATING THE STANDARD TRAFFIC ORDINANCE (STO), 2009 EDITION, PREPARED AND PUBLISHED BY THE LEAGUE OF KASAS MUNICIPALITIES WITH CERTAIN SECTIONS DELETED AND WITH ADDITIONAL AND SUPPLEMENTAL SECTIONS.**

COUNCIL ACTION TAKEN
09/21/2009

The motion was voted on and passed unanimously.

COU2007-51 Village Vision

Dennis Enslinger noted the Kansas Planning Statutes require that the Planning Commission perform an annual review of the Comprehensive Plan (Village Vision) to determine whether it is still valid or whether it should be amended. Village Vision was officially adopted by the Governing Body on May 21, 2007. It is both a Comprehensive Plan and a Strategic Investment Plan and therefore, many of the actions contained within it are items that would not normally be addressed by the Planning Commission.

The Planning Commission reviewed Village Vision on June 2, 2009 and authorized a public hearing to incorporate the Parks and Recreation Master Plan 2009 into Village Vision. The commission did not recommend other changes, but it was their consensus that the Implementation Chapter needed further discussion and that it would be most appropriate in a joint meeting with the Governing Body. Staff prepared an implementation matrix addressing the items identified in Village Vision and the City's action on these items. Among those items on which action has been taken are the Parks Master Plan, adoption of the MXD District and the Exterior Grant Program.

Mr. Enslinger asked for direction on any items that should be removed as completed, items to be added or changes in time frame or priority.

Alternative Energy Regulations

David Belz stated he felt it was important for the City to allow/encourage residents to use alternative energy sources such as solar energy. Mr. Enslinger responded at the September Planning Commission meeting the Commission discussed possible revisions to the City's regulations addressing the use of solar and geothermal energy. Dirk Schafer noted the Commission is seeking to find the balance the use of these with the aesthetics of the neighborhood particularly with solar installations.

Ron Williamson noted although these issues have been addressed by cities on both the east and west coast, most area cities have not have a made any major changes to their regulations. Mr. Enslinger added some area cities have added regulations to address wind powered energy. He noted the biggest issue with solar installations is to achieve optimal efficiencies requires installations to be above the existing pitch of most roofs on Prairie Village houses.

Ruth Hopkins stated she felt the City needs to be more innovative and progressive in this area noting one of the biggest providers of solar energy installations is based in Prairie Village. David Belz stated he did not feel Prairie Village had to wait for other cities to take the lead on this issue and was hopeful that new technology would allow for the balance with neighborhood aesthetics desired. Bob Lindeblad responded there are several design questions that need to be addressed such as what type of materials should be allowed, how are they to be attached to the structure, etc. Mr. Williamson added solar easements are also an issue that will need to be addressed.

Al Herrera noted the impact of these installations on neighboring residents, including the noise factor with wind installations.

Dennis Enslinger stated staff can continue to research the issue and work on new language.

Wireless Communication Installations

Charles Clark stated he felt the City needs to be pro-active on addressing the location of cell towers within the City. The new ordinance is a good first step. There will be additional applications and the City needs to be proactive in identifying potential sites. Dale Warman agreed adding there will need to be different locations to address the needs of different carriers. Nancy Vennard noted that at public hearings there are an equal number of people speaking for the installations because of the need for service as there are residents opposing the installations. She added that once the installations are in place they become a part of the area and often go unnoticed by individuals.

Dale Beckerman asked if there would be any benefit to the City hiring a technology consultant that could advise the City on potential locations, installations and technology needs and capabilities. Quinn Bennion responded staff have met with such individuals and noted the City of Lenexa uses this service. This is a constantly changing industry and expertise may be helpful.

Bob Lindeblad noted the sites could be identified by the City, but noted they must meet the specific coverage needs of the provider and the provider must be able to come to an agreement with the property owner for the use of the property. He agreed with Mrs.

Vennard that once in place these installations become part of the landscape. Dirk Schafer noted the current ordinance requires the provider to identify other potential areas in conjunction with their application. Diana Ewy Sharp agreed with Mr. Lindeblad and Schafer and does not feel more staff time and money needs to be spent.

Charles Clark stated his intent is for the City to go to landowners in advance of specific applications to see if they would be interested in leasing land for this type of application. He is thinking specifically of the school district, commercial property owners, etc. noting there will need to be multiple sites within the City. Laura Wassmer agreed the City should be more proactive in identifying potential locations.

Nancy Vennard noted in many instances it is not the tower that is the issue but it is the placement of the related equipment. Dale Warman noted the City is at a disadvantage in that it lacks the technical knowledge to determine what is really needed and what alternatives could be. He supports Mr. Clark's suggestion of speaking with property owners in advance of any application regarding possible interest. Dale Beckerman noted there were several instances where both the Commission and the Council questioned if what they were being told was accurate.

David Morrison agreed with Mrs. Vennard that it would be good to have a technical advisor that could verify what needs to be done and what alternatives exist. Bob Lindeblad noted the current ordinance allows for the City to hire a third party expert to confirm/verify information given in a specific application. Ron Williamson added the new ordinance also requires propagation maps depicting coverage at multiple heights to aid in determining what height is truly needed.

Charles Clark stated it would still be prudent of the City to contact landowners in advance of particular applications to determine potential interest in allowing a hypothetical installation on their property. He noted the City will be receiving more requests and it can not continue to deny them.

Corinth Square

Michael Kelly asked for an update on Corinth Square. Dennis Enslinger stated staff has met with the new property owner Lane4 and continues to talk with them with the hope of reengaging discussion on how the community would like to see this area redeveloped and the vision of the property owner. Diana Ewy Sharp stated for change to occur is going to take more than talk - it will take dollar incentives. Mr. Enslinger responded it is likely that Lane4 will be seeking Community Improvement District (CID) funds for improvements to both shopping centers likely in the form of a sales tax increase. Realistically the City could allow a 2% sales tax. He noted there is great latitude under the CID regulations on how that revenue could be spent. It is staff's recommendation that the City not approve a CID without requiring submittal of a specific plan for redevelopment.

Charles Clark confirmed as a condition of the CID the City could direct how the funds would be used. Laura Wassmer stated she would like to see the City set a strategy before going forward. Michael Kelly confirmed Ms Wassmer would like the City to go in with a predetermined plan. Dale Beckerman noted this is private property. Michael Kelly asked how staff would recommend the City proceed.

Dennis Enslinger replied the City would like to see that component of Village Vision reconsidered and noted there are many ways to do that. The questions that need to be addressed is how to increase density? Are there key locations that the City wants to see specifically developed? He noted forms based codes could be used to direct the development. He stressed the finished project will not be as presented in Village Vision. Dale Warman noted Village Vision created a long term concept for the area - not a specific plan. Ron Williamson stressed the need for the creation of a master plan for the area.

Michael Kelly confirmed it was the desire of the Council for staff to continue to work with Lane4 for the development of a master plan for this area. Charles Clark noted the need to establish a length of time for this development not to exceed to ensure progress.

75th Street

Bob Lindeblad asked the status of the 75th Street project.

David Belz stated the City has received RFP's that are being reviewed by a committee for design construction, specifically mill and overlay, from Mission Road to State Line Road. Dennis Enslinger added Bob Pryzby was not comfortable with continuing to delay street work in this area and Public Works initiated and is coordinating the project. The RFP includes surveying to determine available right-of-way and based on the information gathered to review several of the suggested enhancements recommended by the committee to determine if they are viable. Laura Wassmer noted the intent is to address the necessary street repair without negatively impacting possible future enhances and look at the possible incorporation of improvements into this work. The primary focus is the necessary repair of the street surface.

Bob Lindeblad confirmed the original committee has been disbanded. Randy Kronblad asked if there was any action from the original study. Mr. Kelly responded no. Dennis Enslinger noted in regards to any land use changes along 75th Street, none are being considered as part of the Public Works project.

Keith Bredehoeft stated the Requests for Proposal primarily address the street work and related surveying although based on the data gathered a report will be prepared addressing 21-22 issues/suggestions coming from the 75th Street Committee and earlier study. Charles Clark stated the report will identify what enhancements are viable options for the City to consider. Marlene Nagel noted the need for communication to the residents that will be impacted. Dale Warman stated at this time the work will be primarily street maintenance; however, the additional study is to prevent the City from undertaking work that would be detrimental to possible future enhancements.

Laura Wassmer stated she hoped the consideration of land use changes was not off the table as she would like to see them considered. Dale Beckerman stated his understanding is that they are not being removed but the immediate action is to address street maintenance needs.

Land Use Diversity

Dennis Enslinger noted the rezoning of the Meadowbrook property to MXD was approved contingent upon the submittal of a final development plan within 18 months. The rezoning was approved in July of 2008, therefore, Opus needs to submit final development plans by

January, 2010. This condition of approval of added by the City Council therefore any request for an extension of time would come before the Governing Body, not the Planning Commission. Opus has recently confirmed the date for submittal and staff expects that based on the short time remaining they would not be able to prepare final development plans for submittal and will probably be seeking an extension.

Laura Wassmer asked what would happen if nothing was done. Mr. Enslinger replied the zoning would go back to R-1a. Mr. Enslinger stated he does not have any specific information on the status of the Country Club. A recent newspaper article indicated that the proposed merger with the Brookridge Country Club will not occur. Dale Beckerman stated from the quote in the newspaper article from a representative of Meadowbrook that they are seeking ways to keep the club operating, it appears they are in dire financial straits.

Nancy Vennard noted the project can not go forward without a specified percentage of the condominium units sold and that does not seem likely. Laura Wassmer state under current Fannie Mae guidelines 70% of condo units must be sold for a developer to secure financing. Dirk Schafer added OPUS is also closing several of its operations. Mr. Williamson stated three of their five divisions have declared bankruptcy.

Michael Kelly asked what would happen if the country club would drop Opus. Mr. Enslinger stated any plan submitted for redevelopment would have to be essentially the same, especially in terms of density, as approved with the rezoning or it would need to go back to the Planning Commission.

Dennis Enslinger stated the City needs to wait until the 18-month period expires or the applicant asks for an extension to do anything. If an extension is not granted, the rezoning would revert to single family residential. Diana Ewy Sharp asked how long of an extension. Mr. Enslinger stated he has not talked with OPUS regarding an extension. He expects an extension to be requested noted that the property has greater financial value with the MXD higher density zoning. He noted because of the protest petition that was filed the vote on the extension would require a supermajority.

Ruth Hopkins stated she felt the City should have a strategy in mind in the event the project does not go forward. Bob Lindeblad reminded the Council this is private property under private ownership.

Michael Kelly noted the committee had several other items on its agenda and thanked the Planning Commission members for their participation in the discussion of Village Vision.

COU2009-91 Consider Ordinances & Resolutions related to the upcoming Bond issue for Public Improvements

Gary Anderson, the City's Bond Counsel with Gilmore & Bell, presented two resolutions and an ordinance necessary to proceed with the proposed bond issue for public improvements. Ordinance 2206 establishes the City's authority to issue bonds for the storm drainage system in the City of Prairie Village, identifies the intended projects and denotes the cost of the improvements to not exceed \$3,050,000 plus capitalized interest and the costs of issuance

Resolution 2009-15 lists the street projects the City anticipates will be funded with bond proceeds and denotes the cost of the improvements. The actual streets completed will depend on the bids received. Mr. Anderson noted that should the City receive better bids than expected, another resolution could be adopted to include additional streets. Resolution 2009-16 lists the public building projects that will be included in the bond issue and the anticipated cost for the improvements.

David Voysey made the following motion, which was seconded by Charles Clark and passed unanimously:

**MOVE THE GOVERNING BODY ADOPT RESOLUTION 2009-15
AUTHORIZING CERTAIN MAIN TRAFFICWAY IMPROVEMENTS
AND PROVIDING FOR THE MANNER OF PAYING FOR THE SAME
AND THE ISSUANCE OF GENERAL OBLIGATION
BONDS THEREFOR, ALL PURSUANT TO K.S.A. 12-1736 ET SEQ
COUNCIL ACTION TAKEN
SEPTEMBER 21, 2009**

David Voysey made the following motion, which was seconded by Dale Beckerman and passed unanimously:

**MOVE THE GOVERNING BODY ADOPT RESOLUTION 2009-16
AUTHORIZING CERTAIN IMPROVEMENTS TO PUBLIC BUILDINGS
OF THE CITY OF PRAIRIE VILLAGE, KANSAS, AND THE ISSUANCE
OF GENERAL OBLIGATION BONDS THEREFOR, ALL PURSUANT
TO K.S.A. 12-1736 ET SEQ
COUNCIL ACTION TAKEN
SEPTEMBER 21, 2009**

David Voysey made the following motion, which was seconded by Charles Clark and passed unanimously:

**MOVE THE GOVERNING BODY ADOPT ORDINANCE NO. 2206
AUTHORIZING CERTAIN STORM DRAINAGE IMPROVEMENTS
AND PROVIDING FOR THE MANNER OF PAYING FOR THE SAME.
COUNCIL ACTION TAKEN
SEPTEMBER 21, 2009**

COU2009-90 Consider Revision to Council Policy CP056 "Financial Management Policies"

Karen Kindie stated staff continues to work with Bond Counsel and the Financial Advisor to prepare the bond issue documents. As part of that work, the City's debt management policy was reviewed as contained in Council Policy CP056.

Section A.4 of the policy addresses the City's policies regarding debt. Section A.4.e addresses limitations on the issuance of new debt. The proposed bond issue meets all of the criteria in this section except - "Debt service expenditures for the next five years will exceed 5% of operating expenditures". Both the City's Financial Advisor and the Finance

Committee recommend removing this restriction from the policy as the other criteria provide adequate protection for the City and are the typical methods by which cities manage their outstanding debt.

David Voysey made the following motion, which was seconded by Charles Clark and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE PROPOSED REVISION
TO COUNCIL POLICY CP056 "FINANCIAL MANAGEMENT POLICIES".
COUNCIL ACTION TAKEN
SEPTEMBER 21, 2009**

COU2009-92 Consider Safe Routes to School Plan and Phase II Application

Dennis Enslinger stated on April 21st, the City Council authorized staff to submit a grant application for the Safe Routes to School Program (SRTS). The City was awarded a grant of \$15,000 in January of 2008 and has two years to complete the grant process.

The program is intended to be a comprehensive planning tool for communities by looking at five components, often referred to as the "5 E's". These components are:

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

The initial application identified the following schools: Corinth Elementary, Prairie Elementary, Belinder Elementary, Briarwood Elementary, Mission Valley Middle School, and Indian Hills Middle School. The two private schools (Saint Ann's and Kansas City Christian School) located in Prairie Village are also eligible should they choose to participate.

City staff has completed various components of the Safe Routes to School Grant requirements including conducting surveys of school elementary and middle school children. The first survey was conducted in the spring of 2009. A second survey will be conducted during the fall 2009 semester.

The next part of the grant process is to identify and analyze the physical environment and conduct two meetings to present and discuss the findings from the physical analysis and survey results. The proposed agreement with BWR will provide these planning services.

The public meetings will take place in late October or early November and will provide additional information for BWR to complete the Safe Routes to School Plan and develop a Phase II application which could be submitted to the State for consideration.

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

Infrastructure:

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

Non-infrastructure:

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

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

David Voysey made the following motion, which was seconded by Laura Wassmer and passed unanimously:

**MOVE THE GOVERNING BODY AUTHORIZE THE MAYOR TO
SIGN AN AGREEMENT WITH BWR IN THE AMOUNT OF \$14,500
TO COMPLETE A SAFE ROUTES TO SCHOOL PLAN AND
PHASE II APPLICATION**

**COUNCIL ACTION TAKEN
SEPTEMBER 21, 2009**

Adjournment

With no further business to come before the Council Committee of the Whole, Council President Michael Kelly adjourned the meeting at 7:20 p.m.

Michael Kelly
Council President

PARK AND RECREATION COMMITTEE

August 12, 2009

The Park and Recreation Committee met at 7.00pm. Present and presiding: Chairperson Diana Ewy Sharp. Members present: Vice Chair Al Herrera, Sally Holmes, Peggy Couch, Ann Bontrager, Kathy Peterson, Clarence Munsch and Jim Bernard, Jr. Staff: Bob Pryzby, Mike Helms, Jeff Patterson, Dennis Enslinger, Joyce Hagen Mundy and Chris Engel. Also present: David Scott Morrison, Randy Kronblad, Daniel Andersen and Rob Wilson.

Sally Holmes was wished luck at college this fall and thanked her for her valuable contributions.

PUBLIC PARTICIPATION

Randy Kronblad and Dan Andersen of the Arts Council informed the Committee they were in discussions to hold a Jazz Concert in Harmon Park on the weekend of September 11, 2010. The event would be similar to the Corporate Woods and Grandview events. It would be free and open to the public with vendors. The Committee expressed strong support for the event.

Rob Wilson, 4709 W. 70th St, voiced his concern over proposed improvements to McCrum Park. He is supportive of the plan but believes the proposed spray pad could create a traffic/parking problem. In addition, he believes the noise created by the spray pads and the potential users could become a nuisance more so than traditional play equipment. He will forward to staff suggestions of how to better use the McCrum Park area at a later date.

CONSENT AGENDA

Al moved for approval of the consent agenda. Peggy seconded and it passed unanimously.

REPORTS

Public Works Report

Mike reported there would soon be vandalism-proof power boxes installed at the Santa Fe pavilion. In addition, four individuals were caught breaking into the pool over the July 4th weekend. Mike also passed around photos of the litter left at the skate park.

Shelter Fee Discussion

Joyce presented the recommended facility rental fee schedule. There was discussion concerning what entities should be exempted from paying shelter fees. The policy includes schools but there have been 53.5 exempted hours so far this year for ancillary school groups. The Committee agreed that schools were the only entities that should be exempted and associated groups would only be exempted if a school employee made the reservation and took responsibility for the reservation. Peggy recommended approval of the 2010 Facility Rental Fee Schedule. Sally seconded and the motion carried.

Recreation Program Report

Chris reported the Superpass program is receiving favorable reviews and increasing attendance as planned. In addition, Chris is working with Public Works to submit a grant proposal for the Schliffke Park trail segment. Chris also reported a series of favorable meetings had occurred with other local entities to share in the cost of a community center feasible study.

Chairperson's Report

Diana reported that the final approval process of the Parks Master Plan was very positive. She also reported she is working with the Mayor to fill the current Ward II vacancy.

NEW BUSINESS**Park Signage**

Bob led discussion over what park sign concept from the Parks Master Plan the Committee liked best. The consensus was Concept 'C' with the stone face and tablet, but minus the artwork. Bob will be working with a consultant on some renderings and presenting them at a future date.

2010 Parks Projects

Bob reported there is currently \$500,000 in the 2010 CIP budget for parks. In addition, the City is considering bonding some projects that could bring that parks total up to ~\$2,000,000. This amount would represent the sum of the next three years projects, minus the pool reserve allocation, brought forward for immediate use. After discussion over the various projects that should be addressed with these funds a list of park priorities was settled on – Franklin Park, Porter Park, Weltner Park, Schliffke Park and Bennett Park.

OTHER ITEMS

Jim requested that at the next meeting the idea of 'Movies in the Park' be discussed for next summer.

INFORMATIONAL ITEMS

The next meeting will be September 9, 2009 at 7.00pm.

Diana Ewy Sharp
Chairperson

Follow-up letter from Rob Wilson

Thank you again for allowing me to talk at last week's Parks Committee Meeting. I was thankful to have my two concerns regarding the potential addition of a spray pad at McCrum Park, safety and noise, considered by the committee.

As noted, I have some alternative ideas that may be better suited for McCrum, which is obviously a small park that is tightly intertwined in our neighborhood. These ideas include:

- 1) A sandbox (this park is used mainly by small children, who would also enjoy a sandbox)
- 2) A larger or second jungle gym set (the current jungle gym is by far the most popular aspect of McCrum--there are kids on it all day long!)
- 3) A play area with padded "toys" like cars, bridges, and other items (much like the items in the indoor play area at the Oak Park Mall).
- 4) A variety of small buildings with various different themes or play toys (e.g. blocks that spin) in each one. Antioch Park has a small "city" of building that appears to be well used by kids of all ages.
- 5) Some kind of maze with walls of varying heights.
- 6) A fenced in area with a padded surface for general playing. Right now, a lot of very young kids like to use the tennis court to bounce balls and play. A separate, padded area for this kind of recreation would likely be enjoyable for many children and parents. This idea could be combined with idea #3 above.
- 7) An area that has various games or panels that flip up or similar things that highlight the history of Prairie Village or Kansas in a fun way.

These are a few ideas that I had for the space, but I would be happy to help brainstorm additional ideas, as I feel strongly that a spray pad would not be right for such a small neighborhood park.

Finally, I have two questions:

A) What parks were chosen by the committee to be improved and updated in 2010?

B) Is the committee willing to change the 5 year parks plan to omit the Spray Pad at McCrum? I ask because I did not know that this change was being considered until well after the plan has been developed. Given that fact, I am concerned that, without a change to the 5 year plan, further work could be done to create a spray pad in McCrum without my knowledge. While I would be happy to address the committee again in the future, it might make sense to update the plan now (if the committee was swayed by my concerns) to ensure that a future committee with likely new and different members did not continue down the path of adding a spray pad to McCrum.

Once again, thank you for your time, Chris. I appreciate your help and committee's willingness to hear out my concerns.

SISTER CITY COMMITTEE
10 August 2009
MINUTES

Call to Order

Chairperson Jim Hohensee called the meeting to order at 7.00pm. Present: Laura Wassmer, Dick Bills, Cleo Simmonds, Rod Atteberry, Bob McGowan, Vera Glywa, Carole Mosher and Cindy Dwigans.

Guests: Mayor Ron Shaffer and Hildegard Knopp. Staff: Chris Engel

Minutes

Minutes for July 13 were approved.

August Ukrainian Visit

Gifts and bios were discussed. Everyone thanked Vera for her tremendous contribution to the trip. Dick moved Vera Glywa be reimbursed out of the Sister City account for all of her costs in preparing the delegation for the August 18 - 25 Ukrainian trip. Bob seconded and the motion carried.

Cindy reported the golf shirts should be in by the end of the week and she will work to get them distributed then. Rob moved the \$65 set-up fee be paid out of the Sister City account because it will benefit future Committee usage and not just the shirts. Bob seconded and the motion carried.

Cindy moved she be forwarded \$100 for the acquisition of Ukrainian items for the display case and Villagefest 2010. Bob seconded and the motion carried.

Tour de Prairie Village

The race is being postponed until spring 2010. The Biking Association has concerns with the course, driveway crossings and turning radiuses. The hope is to get a new route and judge by the end of the year. Jim will be looking into branding the name 'Tour de Prairie Village'.

Dolyna Art Exchange

Dan Andersen from the Arts Council is talking to someone in Ukraine about transferring some PV art to Dolyna to 'seed' the exchange process. Rod and Dan are planning on hand carrying 3 -5 pieces on the trip to leave in Dolyna.

Bottled Water Discussion

Dick updated the Committee on his discussions to obtain customized water for future events. The company he contacted is in Olathe so picking it up would save a huge shipping charge. There was concern that the committee would not be able to turn a profit at the wholesale prices listed. Chris mentioned that just getting the preprinted labels might also work. Dick and Chris will be looking into getting custom-made self-adhesive labels only.

New Business

Cindy discussed researching a classic car cruise to raise money for the Committee. She said there are entry fees and sponsorships for similar events.

Adjournment

The next meeting will be September 14th at 7:00pm.

Jim Hohensee
Chair

**Prairie Village Arts Council
August 19, 2009
Minutes**

The Prairie Village Arts Council met at 7:00 pm in the City Council Chambers of City Hall. Members present: Randy Kronblad, Chair, Bill Rose, Shelly Trewolla, Pam Marshall, Annie Brabson, Jeff Preuss, Mike Riley, David Paul Stoutenborough and David Morrison. Also present: Dennis Enslinger, City Staff.

Randy Kornblad, Chair, introduced David Paul Stoutenborough

Updated roster will be sent out

Minutes

Council approved minutes from the July 15th meeting with the notation that Bill Rose was not at the meeting.

Update from the City Council

David Morrison indicated that the Council was on board with the Jazz Program. Randy also indicated that Park and Recreation also was very supportive the Jazz Program.

Financial Report

Dennis Enslinger provided an overview of the current financial sheets. There was a general discussion about the State of the Arts budget.

Monthly Art Exhibits

It was reported that the August exhibit with the Senior Council, on Friday, August 14, 2009 was well attended. The September exhibit reception will be the Harriet Bigham and will be held on September 11, 2009 from 6:30 to 7:30 p.m. Linda, Angi, Shelley and Anne volunteered for the reception.

Old Business

Update on State of the Arts Event, October 9, 2009 (6.00pm to 8.00pm awards at 7.00pm)

Randy Kronblad went through the submissions for the State of the Arts exhibition and provided a notation of those pieces which were selected. There were 247 pieces entered and 39 were selected.

There was a general discussion about improvements to the delivery system. It was noted that there were some server issues.

It was decided that the hanging and placement of the pieces would be on the 29th at 7:00p.m. – ***Please note that this will need to be changed to the 30th at 7:00 p.m. because of conflict with the notifications***

Reception preparation will be on Thursday, October 8th at 6 p.m. Council decided that members should dress black and white dress code.

Peoples Choice voting will be held October 1st through October 9th 6:00 p.m. It was decided that each person will need to provide an email address to vote.

Food choices have been selected: smoked salmon, antipasto, sweet and sour meatballs, little smokies, cheese and dried fruit assortment,, stuffed grape leaves, cucumber yogurt soup. Andre's chocolates, wine, soda, coffee, water.

Music will be three string players- Shelly said that SM South and SM West may have strings but SM East does not. Mike said that Sumner may also be a possibility. It was decided that it would be ok to pay them a small fee (\$50-\$75) each.

There was a discussion about how to conduct the awards. One idea was to project the images on a screen during the presentation. It was agreed that ribbon will be used this year again. Arts Council will need speaker system.

Invitations to the event have not been completed and Mr. Enslinger noted that staff would work on this item. They will be mailed three weeks before the event – September 18th. Other items that need to be done are development of the Exhibit Cards and the banner installed.

Ice sculpture will be 300 lbs. – discussion about how to support the sculpture.

There was also a general discussion about possible donations.

Possible Jazz event in 2010

No major updates.

There will be a subcommittee meeting on September 22nd at 7:00 p.m. location to be determined.

Johnson County Arts Council Luncheon, August 25th, meeting at 12:00 noon, Angi will attend this event.

Phillip Mentor Artist in Residence

The council held a general discussion about the potential of bringing him in for a program in October the week of October 12th or October 19th. Randy Kronblad went over Mr. Mentor's credentials and the associated costs. It was decided that given the current budget constraints the Council would look at next year and asked staff to contact him.

The meeting was then adjourned at 8:25 p.m.

Prairie Village Arts Council
September 16, 2009
Minutes

The Prairie Village Arts Council met at 7:00 pm in the City Council Chambers of City Hall. Members present: Randy Kronblad, Chair, Bill Rose, Shelly Trewolla, Pam Marshall, Annie Brabson, Jack Shearer, Dan Andersen, Angi Jones and David Morrison. Also present: Chris Engel, City Staff.

Michelle Diane Brown from Kacico Dance presented the different offerings the group would be willing to hold in Prairie Village in 2010. The first is a full production currently being developed by the company that would cost \$3,000. The second is a 60 minute family-friendly event targeting children and seniors based on a children's book. Another option is a 45 minute improvisational impromptu dance at public events that gets attendees involved in the dance for \$1,000. Also offered is a song and dance project similar to what was offered in 2007 at Asbury for \$3,500 or a 45 minute 'freedom of speech' themed dance geared to young adults that could include a workshop. If the Council decides to utilize their services she would like to be notified by the end of the year for planning and advertising purposes.

Donna Potts presented the Council with the idea of a 'purchase patron party' before the PV Arts Show. This would consist of a tent with food/wine for patrons that pledge to spend a certain amount of money on art. Donna does not have the time or money to follow-up on this and would like the Council to consider handling it. Donna said it would require a lot of work and time but would elevate the shows status. To offset the costs donors would need to be found for the tent, food, and/or wine. Angi volunteered to begin researching such an event.

Minutes

Approval of the August minutes was held over until the October meeting.

Update from the City Council

David Morrison indicated the City Council was looking forward to the State of the Arts.

Financial Report

Council reviewed the annual budget and the SOA budget but questioned their accuracy because they were both over 60 days old.

Monthly Art Exhibits

It was reported that the September show was a good show but had low attendance due to other events occurring in the metro that evening.

Old Business

Angi handed out a timeline for preparing for the event. Food preparations will be at 3308 71st Street on October 8th at 6.00pm.

Dan reported the Parks Committee and City Council were supportive of the Jazz Program. He mentioned Donna Potts recommends going to Lane4 for a donation. However, he is going to first ask the merchants for some in-kind donations (food, tent, etc.) at their October meeting before asking for money. Jack is following up a few leads to arrange for the talent.

New Business

Randy reported the Air Force Band has offered to come and play on January 31st 2010. The Council agreed to accept their offer and will find a venue for the event. One suggestion was the SME Theater if it will be completed by then.

There was discussion concerning the requirement that an artist applying to show in the gallery needs to have been in a juried show. Shelly feels the Council may be missing out on some quality young artists. **Dan made a motion to change the online application to not require a juried show as a prerequisite and also to add that all applications need to be accompanied by 10 – 15 pieces for judging. Jack seconded and the motion carried.**

The Council selected the following artists to show in the gallery: Joan Gerding, Ric Cummings, Marcus Cain, and a joint showing by Rod Atteberry and Otto Miller. The Council also requested that Dennis contact Anne Nye to see if she has enough pieces to fill the gallery. If not, they would like Sheila Jewell for a joint showing. Dennis/Connie will be notifying the artists.

Johnson County Arts Council Luncheon, October 27th in Prairie Village City Hall, Jack will attend this event.

The meeting was then adjourned at 9.00 p.m.

**Council Members
Mark Your Calendars
October 5, 2009**

October 2009
October 3-6 State of the Arts exhibit in the R. G. Endres Gallery
October 9 2009 LKM Annual Conference - Topeka Expocentre & Capitol Plaza Hotel
October 19 Artist reception in the R. G. Endres Gallery 6:00 - 8:00
City Council Meeting

November 2009
November 2 Mid America Pastel Society exhibit in the R. G. Endres Gallery
City Council Meeting
November 13 Artist reception in the R. G. Endres Gallery 6:30 - 8:30
November 16 City Council Meeting
November 26 City offices closed in observance of Thanksgiving
November 27 City offices closed in observance of Thanksgiving

December 2009
December 2 Mimi Pettigrew oils exhibit in the R. G. Endres Gallery
Johnson and Wyandotte County Mayor's Association Holiday Party
December 4 Mayor's 2009 Holiday Party
December 7 City Council Meeting
December 11 Artist reception in the R. G. Endres Gallery 6:30 - 8:30
December 21 City Council Meeting
December 25 City offices closed in observance of Christmas

January 2010
January 1 City offices closed in observance of the New Year holiday
January 4 City Council Meeting
January 8 Artist reception in the R. G. Endres Gallery 6:30 - 7:30
January 18 City offices closed in observance of Martin Luther King Jr. holiday
January 19(Tues.) City Council Meeting

February 2010
February 1 Student mixed media Art Show in the R. G. Endres Gallery
City Council Meeting
February 12 Artist reception in the R. G. Endres Gallery 6:30 - 7:30
February 15 City offices closed in observance of Presidents' Day holiday
February 16(Tues.) City Council Meeting

March 2010
March 1 City Council Meeting
March 12 Artist reception in the R. G. Endres Gallery 6:30 - 7:30
March 15 City Council Meeting

April 2010
April 5 Dolyna Art Exhibit in the R. G. Endres Gallery
City Council Meeting
April 9 Artist reception in the R. G. Endres Gallery 6:30 - 7:30
April 19 City Council Meeting

May 2010
May 3 City Council Meeting
May 14 Artist reception in the R. G. Endres Gallery 6:30 - 7:30
May 17 City Council Meeting
May 31 City offices closed in observance of the Memorial Day holiday

June 2010

June 7 City Council Meeting
June 11 Artist reception in the R. G. Endres Gallery 6:30 - 7:30
June 21 City Council Meeting

July 2010

July 4 VillageFest
July 5 City offices closed in observance of the Independence Day holiday
July 6 (Tuesday) City Council Meeting
July 9 Artist reception in the R. G. Endres Gallery 6:30 - 7:30
July 19 City Council Meeting

August 2010

August 2 City Council Meeting
August 13 Artist reception in the R. G. Endres Gallery 6:30 - 7:30
August 16 City Council Meeting

September 2010

September 6 City offices closed in observance of the Labor Day holiday
September 7 (Tues.) City Council Meeting
September 10 Artist reception in the R. G. Endres Gallery 6:30 - 7:30
September 20 City Council Meeting

October 2010

October 4 State of the Arts exhibit in the R. G. Endres Gallery
October 4 City Council Meeting
October 8 Artist reception in the R. G. Endres Gallery 6 - 8 p.m.
October 18 City Council Meeting

November 2010

November 1 City Council Meeting
November 12 Artist reception in the R. G. Endres Gallery 6:30 - 7:30
November 15 City Council Meeting
November 25 City offices closed in observance of the Thanksgiving holiday
November 26 City offices closed in observance of the Thanksgiving holiday

December 2010

December 6 City Council Meeting
December 10 Artist reception in the R. G. Endres Gallery 6:30 - 7:30
December 20 City Council Meeting
December 24 City offices closed in observance of the Christmas holiday

COMMITTEE AGENDA

October 5, 2009

ANIMAL CONTROL COMMITTEE

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

COMMUNICATIONS COMMITTEE

COM2008-01 Consider upgrade to City's Website (assigned 10/8/2007)

COUNCIL COMMITTEE

- COU2007-02 Consider Reducing size of Council & term limits for elected officials (assigned 1/8/2007)
- COU2007-35 Consider reactivation of Project 190709: 83rd Street/Delmar Drainage Improvements
- COU2007-40 Consider Code Enforcement - Interior Inspections (assigned 5/2/2007)
- COU2007-74 Consider reactivation of Prairie Village Development Corporation (assigned 12/3/2007)
- COU2008-21 Consider Project 190865:2009 CARS - Roe Avenue Resurfacing from Somerset Drive to 83rd Street (assigned 2/26/2008)
- COU2008-22 Consider Project 190890: 2009 Street Resurfacing Program (assigned 2/26/2008)
- COU2008-67 Consider sidewalk policy relative to sidewalks (8200 Rosewood) (assigned 8/13/2008)
- COU2008-75 Consider approval of a modification to Personnel Policy 910 regarding "comp time" (assigned 10/1/2008)
- COU2008-100 Consider approval of ordinance affirming City Boundaries (assigned 12/10/2008)
- COU2009-03 Consider Project 191023: 2009 Concrete Repair Program (assigned 12/23/2008)
- COU2009-04 Consider Project P5000: 2009 Crack Seal/Slurry Seal Program (assigned 12/23/2008)
- COU2009-05 Consider Project P5001: 2009 Street Repair Program (assigned 12/23/2008)
- COU2009-14 Consider Project 190870: 2010 Street Resurfacing Program (assigned 1/13/2009)
- COU2009-15 Consider Project 190721: 2009 Storm Drainage Repair Program (assigned 1/13/2009)
- COU2009-16 Consider Project 190876: 2010 CARS, 83rd Street Resurfacing from Nall Avenue to Roe Avenue (assigned 1/13/2009)
- COU2009-17 Consider Project 190877: 2009 CARS, 83rd Street Resurfacing: Roe Avenue to Somerset Drive (assigned 1/13/2009)
- COU2009-26 Consider Project 190722: 2010 Storm Drainage Repair Program (assigned 2/6/2009)
- COU2009-27 Consider Project 190871: Mission Lane Bridge Replacement (assigned 2/6/2009)
- COU2009-63 Consider Project 190866 - 75th Street Paving (assigned 6/10/2009)
- COU2009-87 Consider Project 190869 - 2009 Street Resurfacing Program - Construction Change Order #1 (assigned 8/12/2009)
- COU2009-88 Consider adopting Resolution Nos. 2009-07 through 2009-13 (assigned 8/27/2009)
- COU2009-89 Consider adopting Ordinance Nos. 2205, 2006 and 2007 to pursue a bond issue (assigned 8/27/2009)
- COU2009-94 Consider Revisions to Chapter 2 of the Prairie Village Municipal Code entitled "Animal Control and Regulation"(assigned 9/29/2009)
- COU2009-95 Consider revisions to the Fee Schedule regarding Animal Licensing (assigned 9/29/2009)

PARKS AND RECREATION COMMITTEE

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

PLANNING COMMISSION

- PC2007-01 Study City zoning regulations to address those items identified by the Village Vision Strategic Investment Plan in 2007 (assigned 8/20/2007)
- PC2008-02 Consider development of ordinances to support best practices for renewable energy and for green design related to residential and commercial building design (assigned 7/7/08)

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)