

City Council Meeting

April 6, 2009



Dinner provided by:



O'Neill's
Restaurant & Bar



Caesar Salad
Chicken Alfredo
Rolls & Butter

Mely's Ice Cream Cake

COUNCIL COMMITTEE
April 6, 2009
6:00 p.m.
Council Chamber

AGENDA

DAVID VOYSEY, COUNCIL PRESIDENT

CONSENT AGENDA

***COU2009-42 Consider Replacement of Police Vehicle**

AGENDA ITEMS FOR DISCUSSION

***COU2009-43 Consider In-Car Video System**
Captain Schwartzkopf

COU2009-44 Consider insurance renewal rates for period starting May 2009 and presentation by
Bob Frankovic of Cretcher-Heartland

Budget Presentation

COU2009-41 Consider Discontinuing Gift Card Program with Store Financial
Karen Kindle

COU2007-51 Village Vision
Discussion of Report from Council Retreat

***Council Action Requested the same night**



POLICE DEPARTMENT

Council Meeting Date: April 6, 2009

COU 2009-42:

Consider purchase of an unmarked police vehicle

RECOMMENDATION

Staff recommends the purchase of one (1) Ford Crown Victoria Police Interceptor Street Appearance package from Shawnee Mission Ford for a total purchase price of \$18,785.00. (\$22,685 less trade-in of \$3,900.00)

S.M. Ford was awarded the MARC Metropolitan Coop Bid.

COUNCIL ACTION REQUESTED ON

April 6, 2009

SUGGESTED MOTION

I move that the Police Department purchase the unmarked police vehicle for \$18,785.00 from S.M. Ford.

BACKGROUND/COST BREAKDOWN

In February, one of the Department's unmarked vehicles, a 2004 Dodge Intrepid, suffered extensive engine damage. The vehicle is properly maintained, and it is unsure if this is related to documented vehicle problems with that particular engine or other factors. The estimated repair bill is approximately \$7,000. The value of the car is approximately \$3,500. The Department decided that replacing the engine was not a reasonable expense on a five year old vehicle. It was decided that purchasing a new vehicle would be a better decision for the City. S.M. Ford will take the Intrepid and a seized vehicle for trade-in on the new vehicle. They are offering \$900.00 for the Intrepid and \$3,000.00 for the 1997 Dodge Truck that was seized by SIU in 2005.

By taking this course of action, the Department would not anticipate a vehicle replacement for Investigations in 2010.

FUNDING SOURCE

1-3-25-7100 - \$2,580.00

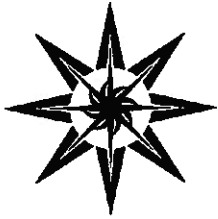
1-3-25-6320 - \$16,205.00

PREPARED BY

Capt. Tim M. Schwartzkopf

Patrol Commander

Date: April 1, 2009



POLICE DEPARTMENT

Council Meeting Date: April 6, 2009

COU 2009-43: Consider purchase of in-car video systems and server

RECOMMENDATION

Staff recommends the purchase of 12 ICOP In-Car Digital Video systems for \$61,593.75. Mission Hills will purchase an additional four (4) units for \$20,531.25. (see attached quote from ICOP Digital.)

Staff also recommends the purchase of one (1) HP ProLiant server for \$5,333.25. Mission Hills will cover the remaining \$1,777.75. (see attached quote from AOS)

COUNCIL ACTION REQUESTED ON:

April 6, 2009

SUGGESTED MOTION

I move that \$66,927.00 be allocated from the Equipment Reserve Fund Project 221476 to finance the purchase of the in-car video systems and server.

BACKGROUND

The Police Department researched various vendors of in-car video systems and decided that ICOP Digital best fit the needs of the Department. ICOP Digital is a local company and the Department has had a demo unit for approximately nine months with very good results. The server specs were reviewed by AOS and ICOP for compatibility.

This purchase was previously approved in concept by the City Council as part of the technology upgrades in 2009 with a cost estimate of \$66,000.00. This project was removed from the 2009 budget as part of an overall budget reduction strategy with the intent of using the Public Safety Sales Tax to fund this expenditure.

FUNDING SOURCE

Equipment Reserve Fund Project 221476

Budget \$66,000.00

ATTACHMENTS

1. ICOP quote
2. AOS quote

PREPARED BY

Capt. Tim M. Schwartzkopf

Patrol Commander

Date: April 1, 2009



ADVANCING SURVEILLANCE TECHNOLOGY

ICOP Digital, Inc.
16801 West 116th Street, Lenexa, Kansas 66219
(913) 312-4045 phone • (913) 312-4046 fax

Prepared by: Shannon Mocca
Date prepared: 3/18/2009

QUOTE VALID UNTIL 04/17/2009

Check if GSA, Check if Re-Order, Check if Group Purchase?, Previous 2020 (or Group) Purchase Quantity, Previous Software Purchase (\$)

BILL TO: CUSTOMER
SHIP TO: CUSTOMER

Email Opt-Out

END-USER AGENCY: Prairie Village Police Department
ADDRESS1: 7710 Mission Road
ADDRESS2:
CITY/STATE: Prairie Village, KS
ZIP: 66208
PHONE: (913) 642-6868
PRIMARY CONTACT: Captain Tim Schwartzkopf
PRIMARY EMAIL: tschwartzkopf@pvkansas.com
Check if SAME
ORGANIZATION: Ka-Comm
ADDRESS: 1991SE West 161st St.
CITY / STATE: Olathe, KS
ZIP: 68062
PHONE: (913) 764-7314
CONTACT: Brian Hill
MANUFACTURER'S REP: Nevco

CUSTOMER INFORMATION table with fields for Agency, Address, City/State, Zip, Phone, Primary Contact, Primary Email, Dealer Information, Organization, Address, City/State, Zip, Phone, Contact, Manufacturer's Rep.

Check boxes A, B, C

Table with columns: Quantity, Description, Part Number, MSRP, Extended Price. Rows include ICOP Model 20/20-W LIVE-enabled In-Car DVR System, Collision Sensor KIT, Docking Station KIT, Hard Drive, ICOP EXTREME Wireless Mic, ICOP IVAULT MMS - Per Server License Model - 1st Server, Training - On-Site - Full Day.

SERVER CONFIGURATION

All ICOP Servers include Windows 2003 Server, 17 in. monitor w/speakers, keyboard & mouse, and a 3600 Jules surge protector.

The current server configuration provides 6 TB (~1882 hours of video) and includes: (1) Max Tower Server (6 TB RAID 5 Array - 8, 1 TB HDs), RAID 1 OS drive, Opteron 2.4 GHz, 1GB RAM and 8x DVD-R

Summary table with columns: SUB-TOTAL, SHIPPING & INSURANCE, ESTIMATED TAX, DISCOUNT, OTHER, TOTAL. Values: \$82,125.00, \$682.54, EXEMPT, \$582.54, \$82,225.00.

WARNING! NO SERVER HAS BEEN BEEN ADDED TO THIS FIRST PAGE. AFTER SERVER IS CONFIGURED, IT MUST ALSO BE ADDED ABOVE.

ADDITIONAL NOTES / INFORMATION:

ICOP is committed to providing on site IT configuration for iVAULT. Prairie Village will pick up systems from ICOP, \$100 for handling of product.

1 Providing your email allows ICOP to contact you about product notifications, updates and marketing communications. Check 'Opt-out' if you do not wish to receive these communications.
2 Delivery is FOB shipping point. Payment due within 30 days after shipment.
3 Tax is estimated. If customer is tax exempt, tax will be removed upon providing tax exempt certificate. All purchases are subject to sales tax unless proof of exemption is provided.
PRICES & TERMS SUBJECT TO CHANGE. PRICES BASED UPON TOTAL PURCHASE. PRICE QUOTED IS NON-EXCLUSIVE.
ADDITIONAL COMPONENTS MAY BE REQUIRED FOR INSTALLATION IN CERTAIN VEHICLES. ICOP is not responsible for installation. Any installation proceeds received from this purchase order will be paid to certified installer upon receipt of proceeds. Installation arrangements are between customer and certified installer.
Radar and Police radio interfaces may require additional parts from ICOP and the respective manufacturers at customer's expense. For software only configurations that use existing customer hardware, see separate minimum specifications document.
Customers may benefit from price breaks based on cumulative purchasing, though future volume discounts may not reflect the same pricing as originally quoted.
The extended warranty for the ICOP Model 20/20-W or software must be purchased while still under warranty. The extended warranty is discounted 20% if purchased within 30 days of receiving the ICOP Model 20/20-W or software. Software updates available at no charge while under warranty.
To qualify for maintenance of the Server and of the Video Management System, certain conditions must be met. ICOP Digital, Inc. must be provided the necessary information to connect to The ICOP Server remotely and securely, or otherwise allowed to configure a remote connection to Server via a secure VPN tunnel. Also, the connection bandwidth must be 128 Kbps (ISDN) or higher to provide adequate service. Any setup costs and/or recurring fees involved in providing access are solely the responsibility of the customer.

WHEN SUBMITTING A PURCHASE ORDER, PLEASE SPECIFY YEAR, MAKE & MODEL OF VEHICLES ON NEXT PAGE.

TO QUALIFY FOR WARRANTY COVERAGE ICOP MODEL 20/20-W UNITS MUST BE INSTALLED BY AN ICOP CERTIFIED INSTALLER

Initial at the left to authorize partial shipments. An invoice will be issued for partial order (items shipped) and payment will be due within 30 days. If you choose not to authorize partial shipments, ICOP reserves the right to hold shipment until all components that comprise a complete order are available.

Authorized Signature below creates a binding Purchase Order (REQUIRED for all orders over \$500)

Authorized Signature

Date

Printed Name / Title

Purchase Order Number (if applicable)

Alexander Open Systems, Inc. / AOS, LLC

QUOTATION

Kansas City
12851 Foster St
Suite 200

Wichita
345 Riverview #300
Wichita, KS 67203

St. Louis
1855 Bowles Ave.
Suite 105

Omaha
9140 West Dodge Rd.
Suite 100

Springfield
636 W. Republic Rd.
Bldg F-100

Overland Park, KS 66213
Phone: 913-307-2300
Fax: 913-307-2380

Phone: 316-269-1400
Fax: 316-269-1403

Fenton, MO 63026
Phone: 636-680-1000
Fax: 636-680-1010

Omaha, NE 68114
Phone: 402-637-4400
Fax: 402-637-4410

Springfield, MO 65807
Phone: 417-888-2675
Fax: 417-888-0894

Quote No.: Q066548
Customer ID: HEWLE-001
Date: 3/24/2009
Sales Rep: BRADH
Designer:

AOS HOUSE

1

QUOTE TO:	SHIP TO:
<p>HEWLETT PACKARD 10810 FARNHAM DR. OMAHA, NE 68154</p> <p>Phone: Fax:</p>	<p>NICHOLAS SANDERS CITY OF PRAIRIE VILLAGE 7700 MISSION RD PRAIRIE VILLAGE, KS 66208</p>

*Returned items are subject to a restocking fee.

* AOS will not be held responsible for configuration, compatibility, or materials that are requested per customer specifications and configuration.

HP PRODUCT PURCHASING INSTRUCTIONS:

***Please follow the instructions below in order to receive prices quoted and timely order processing. By following these instructions AOS can place your order, track your order, and ensure that you are receiving the best service and pricing available.

***All P.O.'s must be made out to:
HEWLETT PACKARD COMPANY
10810 FARNHAM DRIVE
OMAHA, NE 68154

***Please include the "Customer Bill To/Ship To" information on your P.O.

***Include the following information in the body of the P.O.:
Alexander Open Systems is our HP Authorized Agent.
Alexander Open Systems
HP Outlet ID #: 0146600001
12851 Foster Street
Overland Park, KS 66213
WSCA Contract #07978 - KS - STATE OF KANSAS (WSCAI)

***Send all P.O.'s with complete information as detailed above directly to AOS at the address listed above. AOS will place and track the order for you, allowing a central point of contact for any information that may be required by you (ex. ETA, order confirmation, ship dates, etc...).

QUANTITY	DESCRIPTION	PART NUMBER	UNIT PRICE	EXTENDED PRICE
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Alexander Open Systems, Inc. / AOS, LLC

QUOTATION

Kansas City
12851 Foster St
Suite 200
Overland Park, KS 66213
Phone: 913-307-2300
Fax: 913-307-2380

Wichita
345 Riverview #300
Wichita, KS 67203
Phone: 316-269-1400
Fax: 316-269-1403

St. Louis
1855 Bowles Ave.
Suite 105
Fenton, MO 63026
Phone: 636-680-1000
Fax: 636-680-1010

Omaha
9140 West Dodge Rd.
Suite 100
Omaha, NE 68114
Phone: 402-537-4400
Fax: 402-537-4410

Springfield
636 W. Republic Rd.
Bldg F-100
Springfield, MO 65807
Phone: 417-888-2875
Fax: 417-888-0994

Quote No.: Q066548
Customer ID: HEWLE-001
Date: 3/24/2009
Sales Rep: BRADH
Designer:

AOS HOUSE

2

1	Configurable- HP ProLiant DL180 G5 Server	CUSTOM CONFIG	6,647.00	6,647.00
	HP ProLiant DL180 G5 Server 457649-B21 Quad-Core Intel® Xeon® E5450 (3.00GHz, 1333MHz FSB, 80W) Processor 499047-L21 HP 2GB REG PC2-5300 4x512MB 1Rank Memory 408850-2GB Embedded SATA Controller HP Smart Array P400/256 PCIe Controller 405132-B21 HP 12-Bay Drive Cage 451369-B21 HP 72GB Hot Plug 3.5 SAS 15,000rpm Dual Port Hard Drive 384852-B21 HP 72GB Hot Plug 3.5 SAS 15,000rpm Dual Port Hard Drive 384852-B21 HP 1TB 3G SATA 7.2K Hot Plug SATA MDL Hard Drive - 1-year warranty 454146-B21 HP 1TB 3G SATA 7.2K Hot Plug SATA MDL Hard Drive - 1-year warranty 454146-B21 HP 1TB 3G SATA 7.2K Hot Plug SATA MDL Hard Drive - 1-year warranty 454146-B21 HP 1TB 3G SATA 7.2K Hot Plug SATA MDL Hard Drive - 1-year warranty 454146-B21 HP 1TB 3G SATA 7.2K Hot Plug SATA MDL Hard Drive - 1-year warranty 454146-B21 HP 1TB 3G SATA 7.2K Hot Plug SATA MDL Hard Drive - 1-year warranty 454146-B21 HP 1TB 3G SATA 7.2K Hot Plug SATA MDL Hard Drive - 1-year warranty 454146-B21 HP 1TB 3G SATA 7.2K Hot Plug SATA MDL Hard Drive - 1-year warranty 454146-B21 HP Integrated NC7781 PCI-X Gigabit NIC (embedded) HP 750W Hot-Plug AC Power Supply Protected by HP Services, including a one-year, limited warranty, Next Business Day 1, year on-site limited Global warranty - Certain restrictions and exclusions apply			
1	HP Care Pack, 3 Years, Next Business Day, Hardware, DL18x	UH270E	260.00	260.00
1	HP External USB 2.0 MultiBay II Cradle	PA509A#ABA	65.00	65.00
	The External MultiBay II Cradle provides high performance access to HP's new 9.5mm MultiBay II optical and hard drive options.			
1	MultiBay II DVD+ /-RW-	PA851A	139.00	139.00
	HP MultiBay II DVD+/-RW Drive (for use with MultiBay II Cradle or MultiBay II Drive Bay)			
				7,111.00
	Merchandise Total			7,111.00

Terms and Conditions - (If you have an MSA with AOS this document is an Addendum)

* A down payment of up to 50% may be required before the order can be processed.* All applicable state and local taxes, shipping charges (FOB customer dock), travel and associated expenses will be added to invoice.* ALL SALES ARE FINAL. No "opened" product may be returned. * Return requests for unopened product must be: 1) pre-approved by AOS 2) contingent upon RMA approval from the supplier prior to return 3) will be subject to a 20% restocking fee, if accepted.* AOS is not responsible for configuration, compatibility or products requested per customer-provided specifications. Professional design consulting services are available to be quoted upon request.

* AOS will coordinate the ordering, delivery, warranties and maintenance agreements of all equipment and software components listed that are purchased through AOS. * AOS will only process orders signed by an agent of the company and a purchase order must be provided if required by your organization.

*Trade-ins. Customer is responsible for returning all trade-in merchandise to the designated parties or issue a certificate of destruction if that is required. Failure to do so will result in a charge to the customer for the equipment not returned.

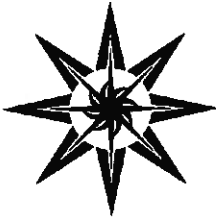
* Non-solicitation of employees. Each party agrees not to hire or solicit for employment (or as an individual independent contractor) any employee of the other party until six (6) months after the date such person terminates employment with the other party. AOS further agrees not to hire or solicit for employment (or as an individual independent contractor) any other individual while he or she is performing services for Customer pursuant to a contract. If this paragraph is breached by the hiring of an employee of Customer or AOS, damages for such breach are agreed to be equal to the demonstrated cost of training a replacement for such individual. This paragraph does not apply to the hiring or solicitation of any individual who did not become known to the hiring or soliciting party as a result of the relationship between Customer and AOS created by this Agreement.

* Block contracts must be paid in full prior to receiving the discounted rate on work. * Full payment for all services performed in less than one month is due upon completion. Flat Rate and Hourly services will be progress billed at the end of each AOS monthly billing cycle. * Increased rates are charged for services performed after-hours, on weekends or holidays.

Customer Signature _____

4/3

Date _____



INSURANCE COMMITTEE

Council Meeting Date: April 6, 2009
Committee Meeting Date: April 20, 2009

Committee Report: Consider 2009-2010 Insurance Coverage Renewals

RECOMMENDATION

Insurance Committee Recommends the City Council renew the City's property/casualty coverage with Travelers at a renewal rate not to exceed \$315,260 for the coverage year with further research to be brought to Council regarding another renewal option.

COUNCIL ACTION REQUESTED ON April 20, 2009.

SUGGESTED MOTION

Recommend the City Council approve the renewal policy and rates with Travelers at a renewal rate not to exceed \$315,260 for the coverage year subject to further research to be brought to Council regarding updated quote from Argonaut.

BACKGROUND

Bob Frankovic, the city's Insurance Consultant with Cretcher-Heartland, solicited bids for 2009-2010 Property/Casualty Renewal and will be at the April 6th committee meeting. Quotes for coverage were received from four carriers: Travelers, OneBeacon, Great American / Argonaut, and US Specialty. The coverage year begins May 1, 2009.

The Insurance Committee discussed the renewal options at their April 1 meeting. Overall, the renewal bids represented an increase in rates. The proposed policy is very similar to the current plan with most of the deductible amounts at \$25,000. The insurance reserve fund was recently established to cover the higher deductible amounts.

The quote received from Travelers was higher than the other carriers, however the other three quotes required the City to join KMIT, an insurance trust pool, for worker's compensation coverage. The committee discussed the advantages and disadvantages of this arrangement. It was determined that the insurance trust pool was not desired at this time. Argonaut representatives indicated that they are willing to rework their quote for workers compensation coverage without the insurance trust pool. Cretcher Heartland will obtain the quote by the April 20th meeting.

The Insurance Committee recommends the approval of the Travelers renewal rates subject to the receipt and review of the Argonaut workers compensation quote. The updated renewals will be discussed at the April 20th council meeting.

FUNDING SOURCE

The premiums are budgeted in the general fund in 2009 and the renewal amount will be budgeted as part of the 2010 budget process. With the coverage starting in May, both budget years will be affected by the renewal amount. The deductible amounts will be taken from insurance reserve fund.

ATTACHMENTS:

- Summary of quotes from insurance providers
- Insurance Committee Minutes

Prepared By:
Quinn Bennion
City Administrator
April 4, 2009

City of Prairie Village, Kansas

2009/2010 Property and Casualty Renewal Per Expiring Deductibles

Company	2008/2009	2009/2010 Renewal Options			
	Travelers Expiring	Travelers	OneBeacon	American/Argonaut	Great US Specialty Ins Co (HCC)
AM Best Rating	A+:XV	A+:XV	A:XIII	A:XIII / A:IX	A+: XIII
Property	\$22,581	\$24,578	\$25,579	\$39,000	\$123,319
Inland Marine	\$4,917	\$6,652	\$133	Included	Included
General Liability	\$26,013	\$29,815	\$27,284	\$19,699	Included
Employee Benefit Liability	\$192	\$381	\$154	Included	Included
Law Enforcement Liability	\$21,825	\$22,370	\$22,703	\$24,779	Included
Public Officials Liability	\$1,766	\$2,207	\$1,778	\$13,224	Included
Employment Practices	\$11,601	\$11,114	\$7,722	Included	Included
Auto Liability	\$23,760	\$31,828	\$30,330	\$18,170	Included
Auto Physical Damage	\$10,728	\$11,707	\$11,892	\$12,579	Included
Crime	\$2,534	\$2,608	Included	\$7,227	\$3,875
Umbrella	\$48,297	\$35,123	\$18,661	\$23,930	\$22,079
Fiduciary	\$5,021	\$5,066	\$5,066	\$5,066	\$5,066
Special Crime (3 yr policy)	Included	Included	Included	Included	Included
Workers Compensation	\$109,504	\$131,811	\$125,810	\$125,810	\$125,810
Total	\$288,739	\$315,260	\$277,112	\$289,484	\$280,149

TRIA		\$2,017 Traveler Pkg Travelers WC	\$1,536 OneBeacon Pkg KMIT WC	\$2,543 Argonaut Casualty GL has \$25,000 ded Great American Prop KMIT WC	\$2,307 US Specialty GL has \$25,000 ded Auto Liability \$5,000 ded KMIT WC
Option:	Umbrella \$44,056 (American Alternative Insurance Company)				
	\$5,000 Auto Physical Damage Deductible Savings:				
	Travelers \$4,556	OneBeacon \$2,440			

Deductibles per expiring (Unless Noted - See KMIT and HCC)

GL	First Dollar	KMIT WC Deductible	Nil
AL	First Dollar	HCC AL Deductible	\$5,000
POL	\$25,000	Argonaut GL has	\$25,000 Deductible
LEL	\$25,000	US Specialty GL Deductible	\$25,000
ELPI	\$25,000	US Specialty AL Deductible	\$5,000
WC	\$10,000		4/3
Property	\$25,000		
IM	\$25,000 (with exceptions)		

Insurance Committee Minutes

April 1, 2009 meeting
4PM, Executive Conference Room

Committee members present: Charles Clark (Chair), Tom Cannon, Dick Callahan, and Quinn Bennion. Also present: Bob Frankovic of Cretcher Heartland, insurance consultant and broker and Shari Gilliam, Cretcher Heartland.

Charles Clark chaired the meeting and called the meeting to order.

Bob Frankovic provided an overview of the insurance industry. The market will be stiffening and rate increases can be expected during the next three years. There has been a dramatic decrease in rates during the last several years and that trend appears to be reversing. The committee discussed trends in cost, market competition and coverage levels.

Mr. Frankovic and Ms. Gilliam outlined the 2009 renewal options. Four providers responded to the request for quotes: Travelers (incumbent), OneBeacon, Great American/Argonaut and US Specialty. Three of the providers utilize a self insurance trust, KMIT, for workers compensation coverage. Argonaut representatives have agreed to provide an updated quote without the use of KMIT. Cretcher-Heartland also will verify the General Liability amount in the GA/Argonaut quote. The OneBeacon and US Specialty quotes are bound to the KMIT plan.

The committee discussed the possibility of the City joining an insurance pool for workers compensation coverage. The merits of an insurance trust pool were mentioned including risks such as additional assessments occurring with adverse loss. The KMIT and KERIT pools were talked about. Both pools are managed by outside consultants, a loss control group, located in Kansas, and managed by a board composed of member representatives. Entering a pool would be a paradigm shift for Prairie Village and a long term commitment. The committee determined that joining a pool was not in the best interest of the City at this time, but would review the possibility in the future.

The committee discussed the Travelers' renewal quote which represents a large increase over the current year policy (10% or \$26,521). Mr. Frankovic discussed the possible reasons for higher premiums including the poor investment interest rates. There is also a risk in marketing the city's policy every year. During the last renewal periods, there was a desire to test the market and the new entrants in the market.

Chair Clark led the committee in discussing the Travelers quote and approach for Monday night's Council Committee meeting. There was consensus to recommend to the City Council the Traveler's renewal quote at a not to exceed amount of \$315,260 subject to the revised Argonaut quote. At the April 20th Council meeting, the revised quote will be presented and discussed. At that time, the Traveler's quote will receive final approval or the Argonaut quote will be reviewed and considered. The committee authorized Chair Clark to determine a recommendation to Council for the April 20th meeting.

The committee discussed the cost savings and benefits of altering the deductibles for the Auto Physical Damage coverage. Currently, the policy includes a \$1,000 deductible. The City could reduce annual premiums for the coverage by \$4,558 by increasing the deductible amount to \$5,000. Mr. Bennion committed to reviewing this idea with management staff. With the higher deductible, the City would need to fund the insurance reserve fund at a higher level.

Mr. Frankovic reviewed claims history and open claims. Tom Cannon reviewed the historical premium and claim loss analysis which he prepared for the committee. Mr. Frankovic complimented the City Council, management and the employees on an outstanding workers compensation experience mod. The City's last three years of experience mod include 0.77, 0.77 and 0.78. These ratios represent a strong commitment to safety. Mr. Frankovic briefly reviewed the Employee Benefit Liability policy for administration of the City's 457 deferred compensation plan.

Quinn Bennion inquired about the following topics: Municipal Foundation insurance, dog fair in Harmon Park, Cyber liability coverage and CALEA coverage impact. Mr. Frankovic reported that CALEA designation minimally affects insurance coverage and provides a savings of approximately \$2,000 in Law Enforcement Liability premiums. Municipal Foundation insurance will be discussed at the next foundation meeting.

Chair Clark adjourned the meeting at approximately 6:00PM.

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Minutes prepared and submitted by
Quinn Bennion
City Administrator
November 28, 2008



2010 Budget

Trends, Gaps and
Budget Strategies

Agenda

- Trends
- Gap Discussion
- Immediate Reductions
- 2010 Budget Gap Reduction Strategies
- Next Steps

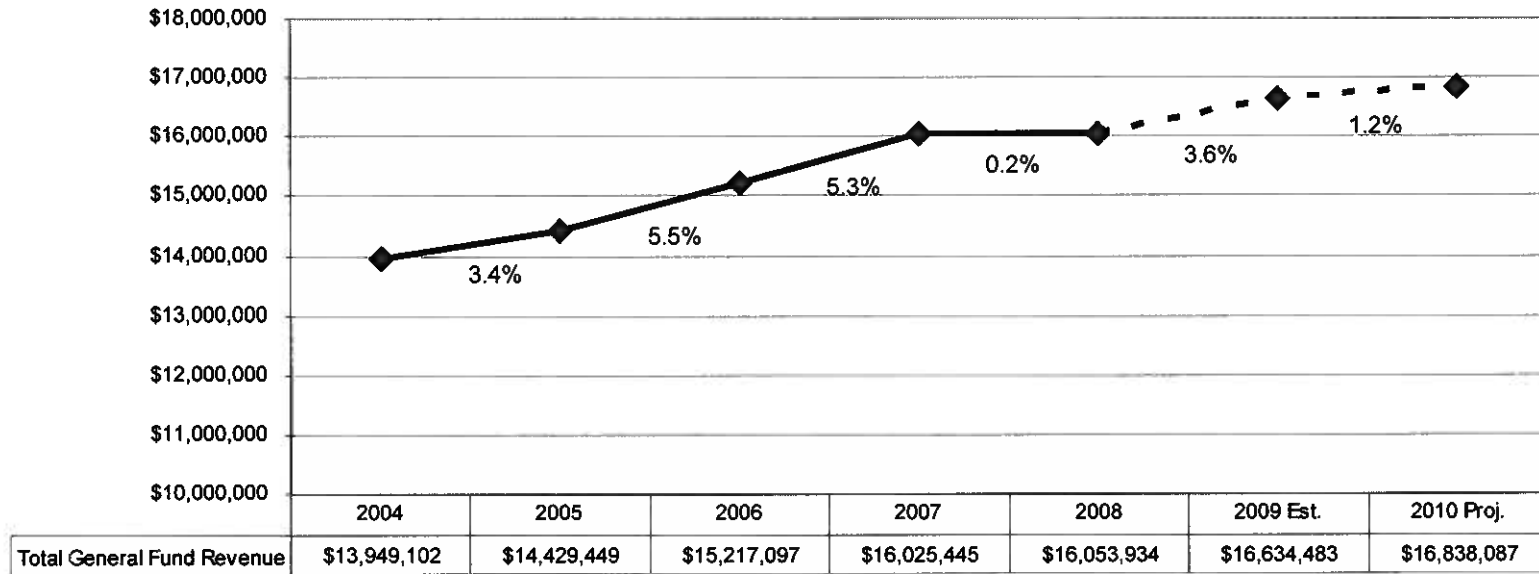


Trends



2004 – 2010 Projected

Total General Fund Revenue 2004 - 2010 Projected



Increase 2004-2005 - Due to better interest rates resulting in higher interest earnings. Also a minor increase in Fines & Fees related to the Traffic Unit becoming operational the last couple of months of the year.

Increase 2005-2006 - Due to increase in Fines & Fees because of the first full year of the Traffic Unit. Also better interest rates resulted in increased interest earnings.

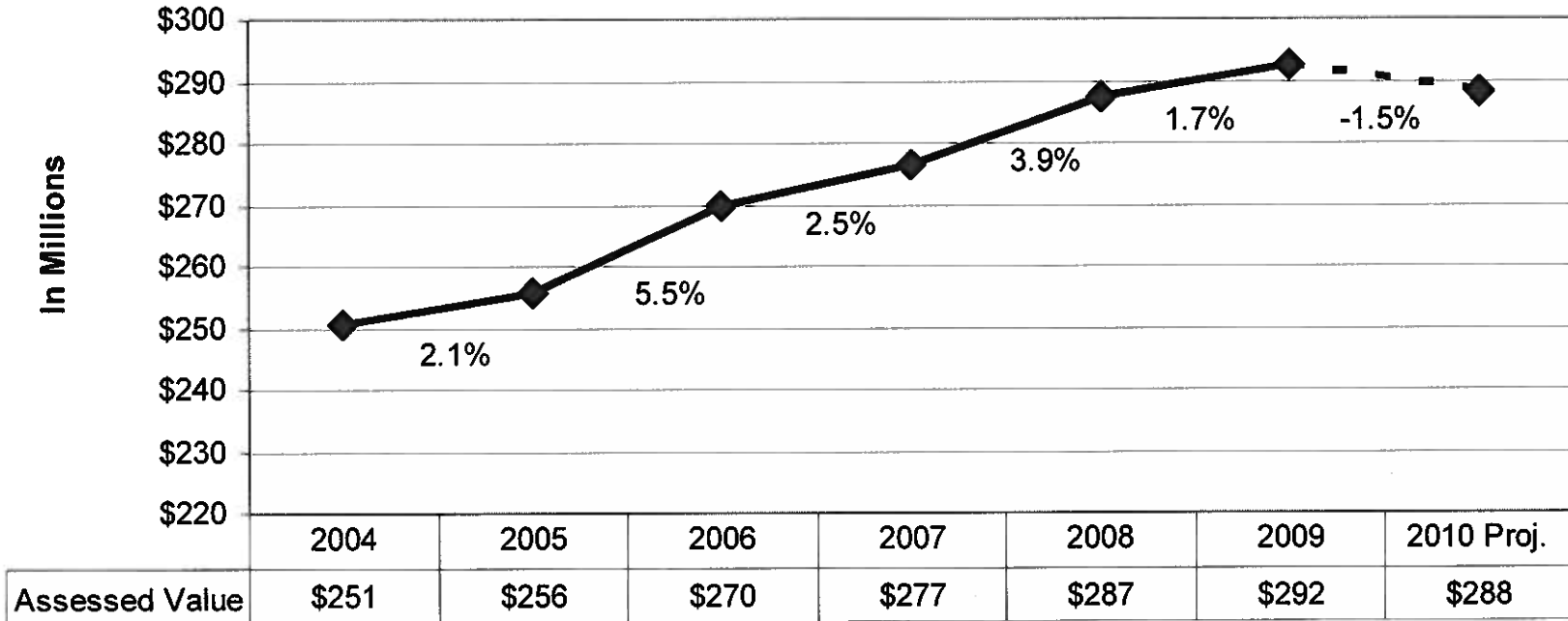
Increase 2006-2007 - Due to accounting for CARS Grant in the General Fund instead of the Capital Projects Fund as had been the practice in the past. CARS Grants will be accounted for in the Capital Projects Fund in 2008 and beyond.

Increase 2007-2008 - Due to accounting for the CARS Grant in the Capital Projects Fund and a mill levy increase of 2 mills.

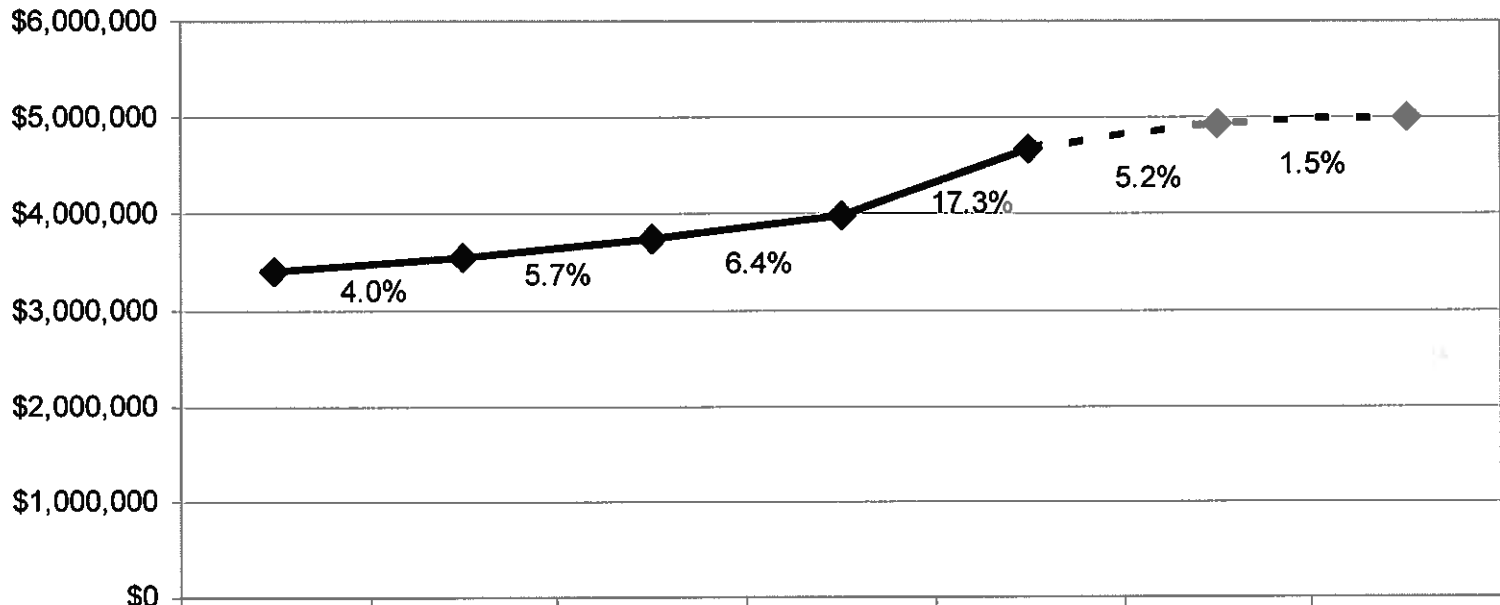
Increase 2008-2009 - Due to addition of a transfer from the Stormwater Fund to reimburse for stormwater operating expenditures paid from the General Fund. Also reflects increase in almost all of the user fees. Includes an increase in property tax revenue to reflect small increase in assessed valuation and bond & interest mill levy rate savings in the General Fund.

Increase 2009-2010 - Due to restoring County Use Tax revenue because large refunds completed in 2009. Reflects an increase in Local Sales Tax mostly due to price increases for utilities and groceries. Also reflects an increase in the Mission Hills contract due to increases in police costs. Reflects a small increase in property taxes from transferring Bond & Interest mill levy rate savings to the General Fund.

**Prairie Village
Total Assessed Value 2004 - 2010 Projected**



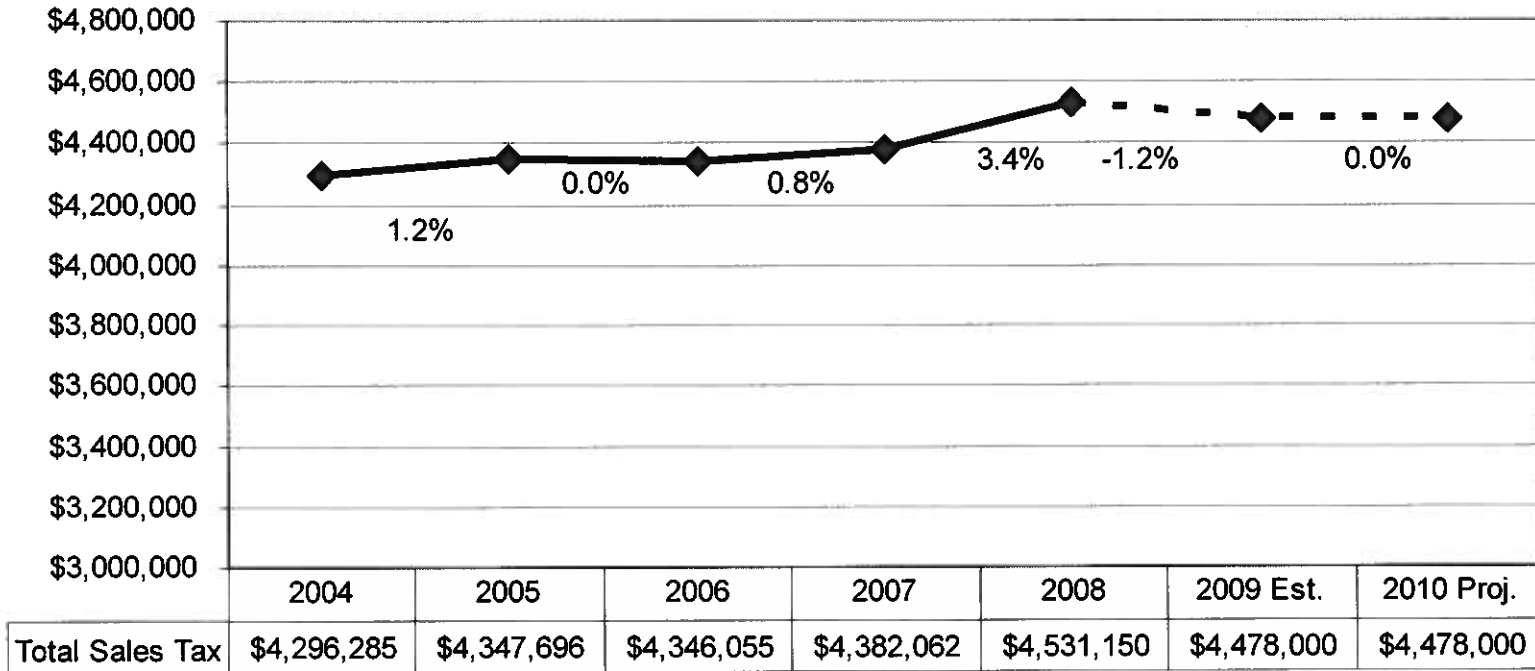
General Fund Property Tax 2004 - 2010 Projected



	2004	2005	2006	2007	2008	2009 Est.	2010 Proj.
General Fund Property Tax	\$3,408,677	\$3,544,991	\$3,747,755	\$3,987,596	\$4,677,648	\$4,920,230	\$4,993,889
General Fund Mill Levy	13.731	13.967	13.961	14.451	16.418	16.897	17.333

Note: Last mill levy rate increases were in 2008 and 2003.

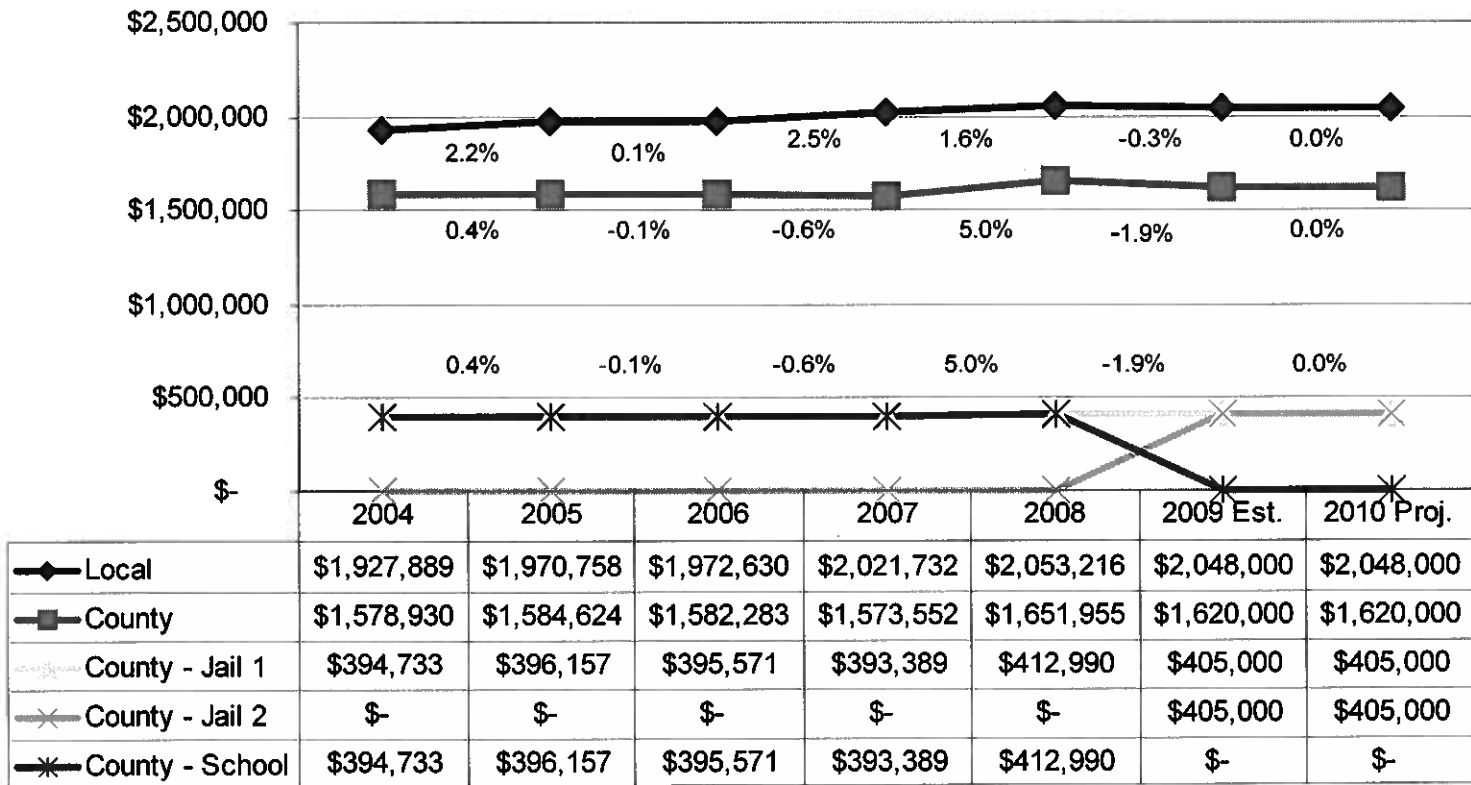
Total Sales Tax 2004 - 2010 Projected



Note: School Sales Tax expired on 12/31/2008 and Jail Sales Tax #2 was effective on 1/1/2009. Both taxes are the same rate, so the effect on revenues was zero.

Increase in 2008 - City's local sales tax and it's share of the County sales taxes were higher in 2008 than in 2007.

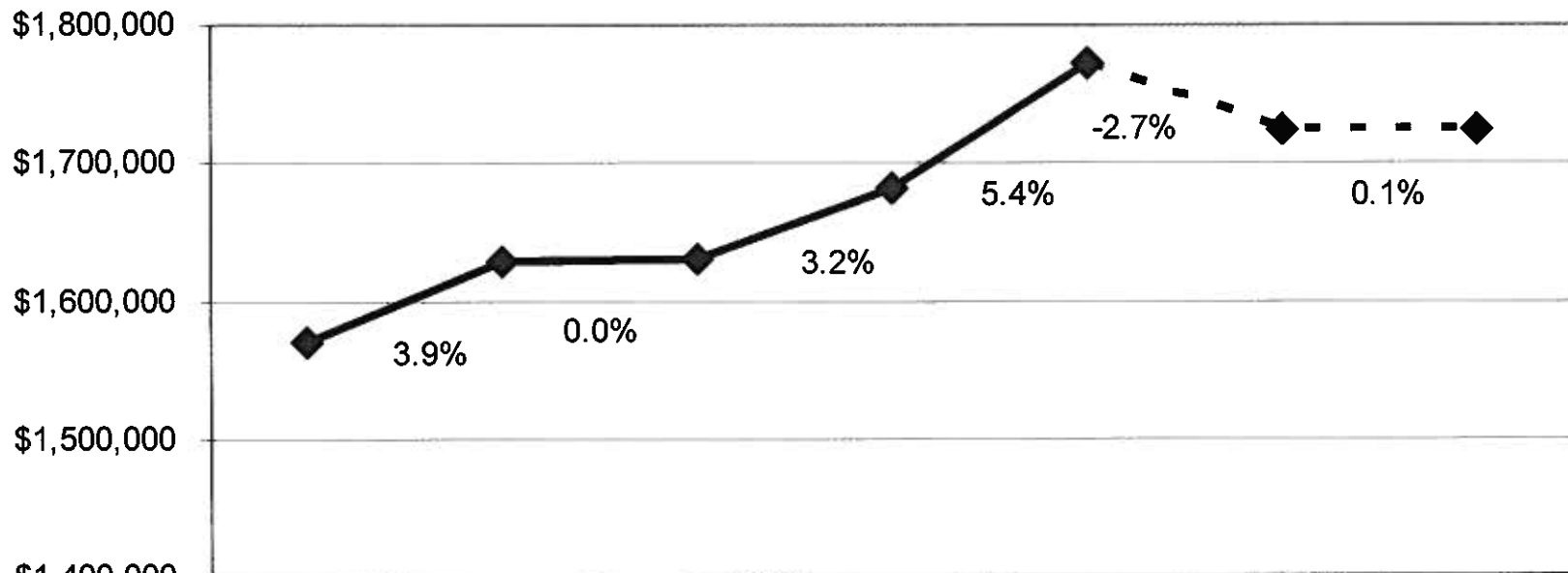
Sales Tax by Type 2004 - 2010 Projected



Sales Tax Rate as of 4-1-09:
 5.300% State
 1.000% City
 1.100% County
0.125% Research Triangle *
 7.525% Total

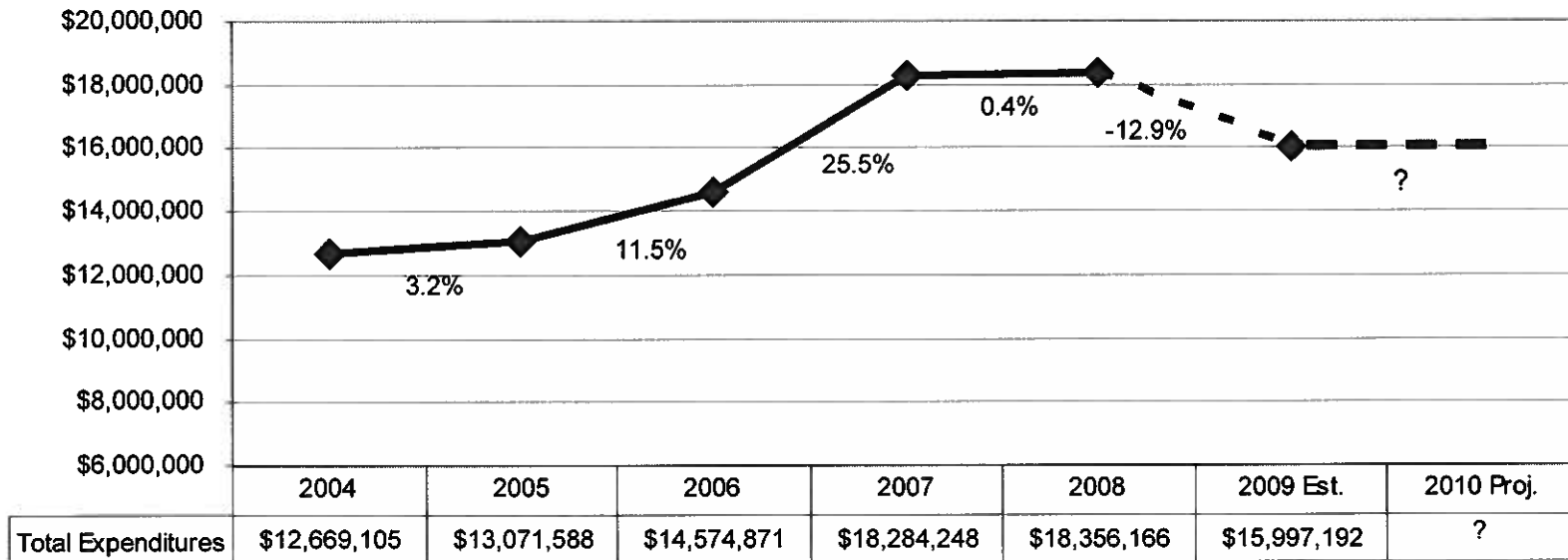
* The City does not receive revenue from this tax.

Total Franchise Fees 2004 - 2010 Projected



	2004	2005	2006	2007	2008	2009 Est.	2010 Proj.
Total Franchise Fees	\$1,568,827	\$1,629,420	\$1,629,705	\$1,681,147	\$1,772,389	\$1,724,000	\$1,725,000

Total General Fund Expenditures 2004 - 2009 Estimated



Changes in 2005/2006 and 2006/2007 are related to a significant increase in transfers from the General Fund to other funds, the majority of which are made to the Capital Projects Fund.

The 2007 Transfers to Other Funds included the following besides the transfer to the Capital Projects Fund:

- \$1,492,000 to Economic Development Fund
- \$ 85,000 to Risk Management Fund

The 2009 expenditures decreased significantly from 2008 due to a decrease in the transfer to the Capital Projects Fund. Stormwater projects in 2009 were funded from the Stormwater Utility Fund instead of the General Fund. Also, a portion of the accumulated capital projects reserve was used to fund non-drainage projects reducing the funding required from the General Fund. The 2009 expenditures also decreased because transfers of the school sales tax revenue are no longer being made to the Economic Development Fund.

Agenda

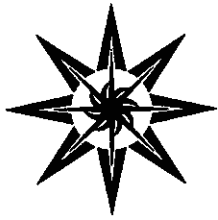
- Gap Discussion
- Immediate Reductions
- 2010 Budget Gap Reduction Strategies



Next Steps



- May 5th – 2010 Budget Overview – big budget questions
- June 8th – Operating Budget (special meeting)
- June 15th – CIP Budget
- July 20th – Permission to publish the budget
- August 3rd – Public hearing and adoption of the budget



ADMINISTRATION

Council Meeting Date: April 20, 2009
Committee Meeting Date: April 6, 2009

COU2009-41: Consider Discontinuing Gift Card Program with Store Financial, LLC

RECOMMENDATION

Discontinue the Gift Card Program with Store Financial, LLC.

COUNCIL ACTION REQUESTED ON April 20, 2009

SUGGESTED MOTION

Move to discontinue the Gift Card Program with Store Financial, LLC and provide the proper notices as required by the contract.

BACKGROUND

In July 2004, the Council authorized staff to institute the Shop Prairie Village Gift Card program and partner with Store Financial, LLC to provide the gift cards and related services. The program was intended to help encourage shopping in Prairie Village and also to assist small businesses by providing a gift card option at no cost to them.

The City partnered with the Prairie Village Merchants Association to implement the program. The City provided the majority of the start up costs (\$15,000) and pays the majority of the on-going administrative costs, such as card activation fees and the purchase of cards and related supplies. The City also pays credit card fees in order to accept credit cards as payment for gift cards sold and expends staff time to sell cards, reconcile the bank account, administer the contract with Store Financial, LLC and provide customer service to those who purchased cards. The Prairie Village Merchants Association provided \$4,000 towards the start up of the program and pays for some of advertising costs, such as ads in the Kansas City Star. The City receives 40% of the account maintenance fees assessed by Store Financial, LLC on cards open for more than one year. The City also receives interest on the bank account established for gift card sales.

The first card was sold in November 2004. In 2008, staff evaluated the program to determine if it was meeting the objectives established at the start of the program. As part of that evaluation, Staff also reviewed the costs of the program. The evaluation resulted in the following findings:

- It is difficult to determine if the cards had any effect on the City's sales tax revenue. The City has no way of knowing if the person using the gift card would have spent the money in Prairie Village. Even if all of the gift cards sold

generated new sales, the City's share of that sales tax would only be \$850 over the five year period.

- While the program eased the Prairie Village Merchants Association's administrative burden of issuing shopping center gift certificates, many of the merchants experienced problems accepting the gift cards for payment. The City also received complaints from customers that the cards were difficult to use.
- Store Financial issues new cards every eighteen months making the City's unsold card inventory obsolete. The City is required to purchase a new supply of cards and does not receive a credit for the obsolete cards.
- The City's start up costs and costs to maintain the program combined with the advertising costs paid by the Prairie Village Merchants Association exceed any revenues generated by the program. The attached worksheet shows the program statistics as well as the revenues and expenditures of the program.

Staff met with Donna Potts, Executive Director of the Prairie Village Merchants Association and discussed their findings. Donna met with the members of the Merchants Association and requested their feedback about the program. The members of the Merchants Association are in favor of discontinuing the program. Please see the attached e-mail from Donna Potts.

Based on staff findings and discussions with the Prairie Village Merchants Association, staff is recommending the City discontinue this program. The contract with Store Financial, LLC expires on November 29, 2009 and requires at least a 90-day notice of termination prior to that date. Upon notice of termination, the City can discontinue selling the cards. Even though we have terminated the contract to sell new cards, as part of the contract, Store Financial is required to honor the cards still outstanding. The City would incur a \$0.10 transaction fee each time the outstanding cards are used; however, that would be more than offset by the City's 40% share of the account maintenance fees and the savings realized by not paying credit card fees, bank account maintenance fees and a significant reduction in staff time for administering the program. Staff attempted to secure information from Store Financial, LLC regarding the number of cards outstanding and were told by Store Financial, LLC the custom report would cost \$150.

FUNDING SOURCE

The City would realize savings from discontinuing the program. The estimated savings are \$3,000 per year.

RELATION TO VILLAGE VISION

PRS3 - Business Friendly Policies

ATTACHMENTS: Gift Card Program Analysis, E-mail from Donna Potts

Prepared By: Karen Kindle, Finance Director
Date: April 2, 2009

**City of Prairie Village
Gift Card Program Information**

Program Statistics	Total Program		City		Merch Assoc	
	# of Cards	\$ Value	# of Cards	\$ Value	# of Cards	\$ Value
	Inception through 12/31/08	2,594	\$ 85,127	1,169	\$ 15,219	1,425
1/1/2008 - 12/31/2008	396	\$ 13,347	177	\$ 5,472	219	\$ 7,875

Note: In 2004 and 2005, the City purchased cards for employee holiday gifts. This accounts for around 200 of the cards sold by the City.

Purchase Cost of Cards:
Paid to Store Financial \$ 0.25 each

Card Activation Fee:
Paid to Store Financial \$ 0.70 each

Revenues	2004	2005	2006	2007	2008	Total
Account Maintenance Fee Revenue Sharing	-	-	1,054.90	1,505.69	1,427.51	3,988.10
Interest Earned on Bank Account	-	102.85	166.44	212.66	110.79	592.74
	-	102.85	1,221.34	1,718.35	1,538.30	4,580.84

Expenditures	2004	2005	2006	2007	2008	Total
Activation Fees/shipping charges	-	1,083.65	377.29	1,576.97	301.70	3,339.61
Credit Card Fees	-	325.31	263.96	289.50	291.96	1,170.73
Bank Account Maintenance Fees (average of \$11.00/month)	-	132.00	132.00	132.00	132.00	528.00
Bank Deposit Slips	-	25.50	25.50	-	-	51.00
Card Purchase	4,000.00	-	600.00	1,800.00	250.00	6,650.00
Printing of Merchant List	174.00	-	110.50	83.00	-	367.50
Printing of Envelopes/Jackets	737.00	-	-	-	-	737.00
Ability to Sell on Website	-	3,000.00	400.00	400.00	-	3,800.00
Start Up Costs - Store Financial	10,000.00	-	-	-	-	10,000.00
Staff Time - Clerk (estimate of time)	285.96	442.80	251.71	239.48	241.61	1,461.56
Staff Time - Finance (estimate of time)	105.51	551.19	572.80	619.36	623.98	2,472.84
	15,302.47	5,560.45	2,733.75	5,140.31	1,841.25	30,578.23

Program Revenues Over(Under) Expenditures - Inception Through 12/31/2008 (25,997.39)

Who Pays What

Prepared by: Karen Kindle
Finance Director
April 2, 2009

- City:**
 Activation Fees
 Purchase of the Cards
 Printing of Handouts to go with Cards
 Bank Fees for the City's Gift Card Account
 Credit Card Fees for the City's Gift Card Credit Card Machine

- PV Merchants Assoc.**
 Bank Fees for the Merchants Assoc Gift Card Account
 Credit Card Fees for the Merchants Assoc Gift Card Credit Card Machine
 Some advertising costs

Penny Mann

From: DPotts223@aol.com
Sent: Friday, March 06, 2009 1:46 PM
To: Penny Mann
Subject: Re: (no subject)

I talked to Prairie Village and they are fine with stopping the program. They have had problems and we will go back to our paper gift cards. We have to make sure the cards sold are still good.

Donna

Worried about job security? [Check out the 5 safest jobs in a recession.](#)

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
April 6, 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 – March 23, 2009
- 2. Approve contracts for VillageFest 2009

By Committee:

- 3. Approve the aforementioned revisions to the Police Department's section of the City's retention schedule. (Council Committee of the Whole Minutes– March 23, 2009)
- 4. Adopt Ordinance 2191 amending Chapter 1 of the Prairie Village Municipal Code entitled "Administration" by amending Article 2 entitled "Governing Body" by amending Section 1-204 entitled "Same: Quorum-compelling Attendance."(Council Committee of the Whole Minutes – March 23, 2009)

- VI. **MAYOR'S REPORT**
- VII. **STAFF REPORTS**
- VIII. **COMMITTEE REPORTS**

COU2009-42 Consider Replacement of Police Vehicle – David Voysey

COU2009-43 Consider In-Car Video System – David Voysey

Council Committee of the Whole – David Voysey

COU2009-35 Consider New Zoning Chapter 19.33 entitled Wireless Communications Facilities; deleting Section 19.28.070(S) and amending Section 19.02.449 entitled "Utility Box."

- 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

April 6, 2009

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
March 23, 2009**

The City Council of Prairie Village, Kansas, met in regular session on Monday, March 23, 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, Bill Griffith, 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: Quinn Bennion, City Administrator; Katie Logan, City Attorney; Wes Jordan, Chief of Police; Bob Pryzby, Director of Public Works; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator and Jeanne Koontz, Deputy City Clerk.

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

PUBLIC PARTICIPATION

There was no one present to address the council.

CONSENT AGENDA

Michael Kelly noted and requested a correction to the Council Committee of the Whole minutes for March 2, 2009 to change Senator Moore to Representative Moore.

David Voysey moved the approval of the Consent Agenda for Monday, March 2, 2009.

1. Approve Regular Council Meeting Minutes - March 2, 2009
2. Approve Claims Ordinance 2857
3. Ratify the Mayor's appointment of Jeffrey Preuss to the Prairie Village Arts Council with his term expiring in April, 2012.

4. Authorize the Mayor to execute the plat for "95th & Mission" to accept easements and rights-of-way for the property on the north side of 95th Street and west of Mission Road as approved by the Planning Commission on March 3, 2009.
5. Authorize the Mayor to execute a proclamation declaring Arbor Day on April 24, 2009, declaring April as "Fair Housing Month" and declaring April 26 - May 2 as National Crime Victims' Week.
6. Approve the selection of Springbrook Software, Inc. for City software and on-line services and approve the contract subject to the approval of the City Attorney.
7. Approve the purchase of twelve laptops using option B.
8. Approve Ordinance amending Chapter 11 entitled "Public Offenses & Traffic" Article 3 "Drugs".

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

MAYOR'S REPORT

- Mayor Shaffer presented a proclamation to Lucy O'Connor for being named as one of the state's Distinguished Finalists in The Fourteenth Annual Prudential Spirit of Community Awards program.

STAFF REPORTS

Public Safety

- Chief Jordan reported Sgt. Roberson appeared in the Durham Bus Services magazine to promote the project "Badges on Buses." The program was created to encourage school bus safety because many motorists ignore the school bus-stop signs.
- Chief Jordan gave an update on the Latte Land robbery. There are still no good leads. The robbery was performed at an odd time.
- A task force has been formed to battle the increasing crime rate. Chief Jordan reported our crime rate has slowed down in the last week but the department is still trying to combat residential burglaries.

Bill Griffith asked where the majority of residential burglaries were occurring. Chief Jordan responded in January they were occurring around the 79th corridor between Mission Road and Nall Avenue and in February they moved east of Mission Road.

- Captain Schwartzkopf and Nichole Proulx presented a proposal for a Prairie Village pet fair sponsored by the Community Services Division of the Police Department. Nichole stated the citizens of Prairie Village really love the animals and thought it would be a good idea to have an event for them. It will also be a good occasion for the residents to become comfortable with the Community Services Officers. The event will consist of three components: off-leash dog park, vendor booths and contests.

Dale Beckerman said he saw an event like this in Brookside where they shut off the street. David Belz asked if there was any risk or liability to the City. Quinn Bennion said we will need to check our insurance policy. Bill Griffith said there was a similar event at Porter Park last year and it was very well attended. David Morrison asked for the proposed budget. Captain Schwartzkopf said it will be very small and thinks that it can be absorbed into the community services operating budget. Laura Wassmer asked where it will be held. Captain Schwartzkopf responded it will be in Harmon Park because there is ample parking. Michael Kelly commended Nichole for taking this leadership responsibility.

Public Works

- Bob Pryzby reported detour signs are coming up. Most of the construction projects begin around the first week of April. Mission Lane Bridge is almost ready to start and there is construction going on at Roe Avenue and 83rd Street.
- An urn broke on one of the islands. The homes association replaced it.

- Bob Pryzby reported he is working on vandalism with Chief Jordan. Kids have been sledding down the salt pile.
- The 95th & Nall traffic signal will be replaced later this year. The City is a 25% participant in that project.
- Traffic Calming update: Tomahawk Road between Nall and Roe - advised committee to hold public meeting with the residents; 77th Terrace - construct small island to slow down traffic; 71st St and 71st Terrace requesting speed bumps - advised to hold public hearing
- FEMA will have new floods maps later this summer. The Municipal Code will need to be updated and an Ordinance passed.
- Stormwater Utility Fee Inquiries
 - Corinth Downs - Explained the process to the property manager.
 - Meadowbrook Country Club - They are not contesting the area but are claiming that they reuse their stormwater. The City will look at it and come up with a way to address it.

David Voysey asked if there was a credit program. Bob Pryzby responded we do not currently have a credit program but he is looking into it.

- Received 12th Tree City USA award

Administration

- Dennis Enslinger reported bulky item pick up will be April 25th. There will also be an e-recycling event on April 25th at Shawnee Mission South High School.
- Dennis Enslinger reported security cameras have been installed in the council chambers, the court offices and in the hallway.
- Dennis Enslinger stated the contract with Deffenbaugh expires at the end of the year. He will be requesting direction at the next meeting. There is only one other

contractor, Town and Country, that could participate in a re-bid process. The other option is to re-negotiate with Deffenbaugh. Dennis Enslinger stated Town & Country has expressed interest in bidding but probably will not provide us numbers.

- Quinn Bennion reported that Bob Pryzby, Mayor Shaffer and he met with MARC staff and submitted two projects for scoring. The projects will not be reconsidered. One project scored above the threshold and the City requested it be put on an alternate projects list.
- Quinn Bennion stated he received an inquiry about how the stimulus package dollars might be connected with or not connected with insurance dollars. Information is being pursued from our insurance consultant.

Al Herrera mentioned the closure of the Shell Station and asked if they have contacted the City. Dennis Enslinger responded he has received some calls and the closure relates to their credit status.

- Quinn Bennion reported the council member budget meetings are going well. He thanked the council for their thoughts and participation.

COMMITTEE REPORTS

Council Committee of the Whole

On behalf of the Council Committee of the Whole, David Voysey moved the City Council adopt a Resolution of Support for Transportation Enhancement Funding from the Kansas Department of Transportation to fund Brush Creek Trail - Phase One. The motion was seconded by Laura Wassmer and passed unanimously.

On behalf of the Council Committee of the Whole, David Voysey moved the City Council approve the funds necessary to allow for the purchase and installation of laptop computer mounts, docking stations, and external GPS antennas in the marked patrol

units and CSO truck. The motion was seconded by Laura Wassmer and passed unanimously.

Park & Recreation Committee

Diana Ewy Sharp reported the Parks Master Plan Public Workshop is April 1, 2009 at 7 pm. It will be presented to Council on May 4, 2009. She stated the committee has been really devoted to the process.

Communications Committee

Michael Kelly stated in an effort to draft a better Request for Proposal for the redesign of the website, a web survey has been created for citizens to give feedback. The surveys will be used to help draft the Request for Proposal. The survey will be sent to city committees, posted on the website and hard copies will be placed at area businesses.

Sister City Committee

Michael Kelly reported the Sister City Committee is offering Ukrainian language lessons for \$30 beginning April 14th. He is expecting a large turnout.

OLD BUSINESS

There was no old business.

NEW BUSINESS

Visit with Congressman Moore

Dennis Enslinger reported he has been working with Congressman Moore's office to submit appropriation requests. Three projects have been submitted and there is still time to withdraw the requests. The process has become more formal than in the past and each committee has certain rules and regulations. There is no guarantee that we will receive any funding but want council to feel comfortable with the amount of match required.

The three projects submitted are:

1. 83rd & Somerset Dr. - Drainage Project - \$2.5 million

This project requires the City to provide 45% of the funding (\$1.25 million)

2. Brush Creek Trail - Transportation Enhancement Grant - \$3.75 million

This would be for Phase 2 and 3 of the Brush Creek Trail. Not certain on the amount of match but 20% is usually required (\$750,000).

3. 75th Street Underground Utility Project

The City would have to come up with \$900,000

Bill Griffith asked if anything would preclude the City from bonding our portion of the stormwater project. Dennis Enslinger replied there is nothing that he is aware of. Dennis Enslinger stated these projects are for the Federal Fiscal year 2010.

Ruth Hopkins said she has gone to Washington many times and Prairie Village has never asked for earmarks. She said it was interesting to talk with Congressman Moore and other city officials. The other cities come with very specific proposals and most have full time staff or a lobbyist. Prairie Village could definitely be eligible for money but we are going to have to work really hard to get it. The Mayor will need to go to Washington and meet with our representatives.

Bill Griffith asked if Pat Roberts's local office is still at Corinth Shops. He said we should start with the local office. Michael Kelly said there is a huge benefit to having representation in Washington. Congressman Moore was very receptive to Prairie Village and the issues we face.

The council came to a consensus to move forward on all three projects. Diana Ewy Sharp said she agrees with Ruth and Michael but is not part of the consensus. She does not feel she can support the \$1 million cost associated with the work on 75th Street.

She feels it is a KCPL issue. Dale Beckerman stated we may need professional help in Washington if we are going to be effective.

Boy Scout Recognition

David Morrison stated he is an Eagle Scout and loves the way Boy Scouts are recognized at council meetings in Prairie Village. He would like to do something to honor the young men who come to a council meeting. He reported the Scout Office will commission a Prairie Village patch incorporating the special 100 year patch. He requested council permission to proceed.

Bill Griffith asked if a scout would receive our patch in lieu of another patch. David Morrison responded the 100 year patch is a collector's item and not every scout will have it. David Belz clarified the Boy Scouts would not be able to wear this patch on their uniform because they can only put certain patches on their uniforms. Mayor Shaffer stated it would be a nice commemorative gift. Bill Griffith requested a more formal approval from the Boy Scout office.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Parks Master Plan Sub-Committee	03/24/2009	6:00 p.m.
Environmental Recycle	03/25/2009	7:00 p.m.
VillageFest	03/26/2009	7:00 p.m.
Parks Master Plan - Public Presentation	04/01/2009	6:00 p.m.
Council Committee of the Whole	04/06/2009	6:00 p.m.
City Council	04/06/2009	7:30 p.m.

=====
State Representative Terri Huntington will be holding a Town Hall meeting Saturday, March 28th from 9:30 a.m. - 11:00 a.m. at City Hall.

The Prairie Village Arts Council is pleased to announce a mixed media exhibit by Deana Winter for the month of March.

An Arbor Day event will be held at Franklin Park on April 25th at 10 a.m. to honor Maggie and Bob Weed.

Recreation memberships will go on sale in the City Clerk's Office on April 1st. The pool will open on May 23rd.

The annual large item pick-up has been scheduled for April 25th.

Shawnee Mission Education Foundation's Celebrate Success Luncheon is April 29th at 11:30 am at the Overland Park Convention Center. Please let Jeanne know if you are interested in attending.

The 2009 LKM Annual Conference will be held in Topeka, October 3-6, 2009. Conference events will be held at the Topeka Expocenter and Capitol Plaza Hotel. Please let Jeanne know if you are interested in attending.

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 8:35 p.m.

Jeanne Koontz
Deputy City Clerk



VILLAGEFEST COMMITTEE

Council Meeting Date: April 6, 2009

CONSENT AGENDA: Consider Approval of VillageFest Contracts

RECOMMENDATION

Staff recommends the City Council approve the following contracts for VillageFest 2009.

A-Z Exotic Animal Entertainment	Petting Zoo & Pony Rides	\$1,750
All Seasons Party & Tent Rental	Stage	\$671.25
Chris Cakes	Pancake Breakfast	\$0
Kansas City Chiefs	KC Wolf	\$625
Sister Act Face Painting	Face Painters	\$960

FUNDING SOURCE

VillageFest Fund

ATTACHMENTS

1. Contracts

PREPARED BY

Jeanne Koontz, Deputy City Clerk
March 31, 2009

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 23 day of March, 2009, by and between the City of Prairie Village, Kansas (hereinafter "the City") and A-Z Exotic Animal Entertainment, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2009; and

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

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

40 x 40 Petting Zoo
30 x 30 Pony Rides
2. Type of Service Provided: the Vendor agrees to provide the following services:

Petting Zoo & Pony Rides
3. Hours of Operation: The Vendor shall provide services to the general public from 10:00 a.m. to 2:00 p.m. on July 4, 2009.
4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location for set-up on July 3, 2009 and July 4, 2008 from 7:00 a.m. to 9:00 a.m. and for breakdown after 2:00 pm. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, and required set V up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$1,750, to be paid on or before July 4, 2009 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
 - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 22, 2009.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
 - b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
 - c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By: Janet E Kirkham
(signed)

Janet E Kirkham
(typed name)

Agent
(typed title)

A-Z Exotic's Mobile Petting Zoo & Pony Rides
(typed company name)

7907 E 233rd St - PO Box 322
(typed address)

Peculiar MO 64078
(typed city, state, zip)

816 517 2254
(typed telephone number)

3/23/09
(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this ____ day of _____, 2009, by and between the City of Prairie Village, Kansas (hereinafter "the City") and All Seasons Party & Tent Rental, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2009; and

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

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

2. Type of Service Provided: the Vendor agrees to provide the following services:
 - 1) 30X40 Frame Tent
 - 2.) Sidewall Solid ~~8' X 30'~~ Panel 10 x 30
 - 3) Platform 4'X8' X 12/24" - - 8'X16'X12/24"
 - 4.) Leg Extensions

3. Hours of Operation: The Vendor shall provide services to the general public from 8:00 a.m. to 12:00 a.m. on July 4, 2009. Set-up and breakdown time is exclusive to the hours of operation.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location for set-up and breakdown on Friday, July 3, 2009 from 6:00 a.m. to 9:00 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.

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

- 5 Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$671.25, to be paid on or before July 4, 2009 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
- 7 Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
- 8 Indemnity
- a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
- b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism, spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City
- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificates shall be provided to City on or before June 22, 2009.**

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

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

10. **Staff:**

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

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

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

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

CITY OF PRAIRIE VILLAGE

By _____
(signed)

Ronald L. Shaffer

Mavor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas. 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Ioyce Hagen-Mundy

VENDOR

By Val Verhaalen
(signed)

Val Verhaalen
(typed name)

Sales Assistant
(typed title)

All Seasons Event Rental
(typed company)

702 Blue Ridge Blvd.
(typed address)

Grandview, Mo. 64030
(typed city, state, zip)

816 765-1444
(typed telephone number)

03/12/09
(date of execution)

APPROVED BY

City Attorney, Catherine P. Logan



Your Special Event Expert

Dance Floors ~ Linens
 Portable Bars ~ Tent Canopies
 Folding Chairs ~ Tables
 Decor ~ China
 Wedding Equipment ~ Lighting

ORDER #: 76481-2

Delivery: FRI 07/03/09 AM/PM
 Pickup: MON 07/06/09 AM/PM

Event Day: SATURDAY Date: 07-04 2009
 Event Time: 10:00 AM
 Sales Person: VV
 Order Date: 02-03 PO #:

We Can "TOP" Anyone
 12416 Grandview Rd., Grandview, MO 64030 www.allseasonstentrental.com
 Phone: (816) 765-1444, Fax: (816) 767-0844 e-mail: sales@allseasonstentrental.com

Phone #: (913) 381-6464

Fax #: (913) 381-7755

Contact: JEANNIE KOONTZ

(913) 385-4662

Sold JEANNIE KOONTZ (913) 385-4662
 To: PRAIRIE VILLAGE CITY HALL
 7700 MISSION RD.
 PRAIRIE VILLAGE KS 66208

Deliver VILLAGE FEST
 To: SAME
 PRAIRIE VILLAGE KS 66208

QTY	ITEM DESCRIPTION	UNIT PRICE	AMOUNT
1	30 X 40 (8" LEGS) FRAME TENT STAKES/GRASS	395.00	395.00
2	SIDEWALL SOLID 10' X 30' PANELS	37.50	75.00
2	PLATFORM 4' X 8' X 12/24" 8X8X12"	27.50	55.00
10	WHITE 9' X 4" X 2"	10.00	100.00

DAMAGE WAIVER All Seasons agrees in consideration of Renter paying additional charge of eight percent (8%) of the gross rental charge of serviceware & linens, to modify the responsibility of the Renter regarding equipment damage while in Renter's possession or control. Except as noted herein, Renter accepting Damage Waiver shall not be responsible for damage or destruction of the equipment rented except (1) Damage due to Renter's neglect, misuse or abuse of equipment, (2) Any loss due to mysterious disappearance or theft, (3) Damage/shortage exceeding 15% of the estimated replacement retail cost. This must be purchased before equipment is delivered

Damage Yes
 Waiver: No

C.O.D. Yes

Special Instructions:
 VAL**NET 30**EVENT 7/4 @ 10AM**STAKES/GRASS**
 ALT POC MIKE HELMS

No

Sub-Total: 625.00
 Sales Tax: 49.67
 Damage Waiver: 0.00
 Delivery: 40.00
 Fuel Surcharge: 6.25
 Labor: 0.00
 Total: 720.92

Please Pay From This Invoice - No Statement Will Be Mailed.

LICENSEE - TAKE NOTICE Licensee acknowledges that the above merchandise and/or equipment has been shipped and received in good condition and accepted as is. Licensee accepts responsibility for the care of same merchandise and agrees to pay for any damages sustained while in the user's possession. NOTICE: Failure, refusal or neglect to return the rental property within 12 hours after the agreed rental period has expired or the reprinting of false, fictitious or misleading identification to the Dealer shall be prima facie evidence of an intention to commit larceny



Event Rental

All Seasons Event Services - Conditions of Rental

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

SITE PREPARATION: Customer agrees to have the site clean and clear of obstacles that prevent access or installation of the equipment. Customer agrees to an additional min. charge of \$30.00 per hour per man for any delay incurred, or additional labor performed by All Seasons, resulting from Customers negligence. Same applies on the return. All Deliveries & Pickups are to be made on ground level. Stairs or Elevator may result in extra charges. All Seasons employees are not permitted to move house hold furniture.

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

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

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

PROPER USE: Customer will use the equipment only for the purpose for which it was manufactured, in a reasonable and safe manner, and in full compliance with all applicable federal, state and local laws, rules and regulations. Customer will discontinue use of the equipment if it is found to be defective, in need of repair or maintenance, or otherwise not properly functioning.

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

TENTS: Although the vinyl fabrics of our tents are generally water repellent, they cannot be guaranteed to be waterproof. NO cooking is permitted in or under the Tents. The smoke & heat will permanently damage the tent. Should All Seasons be unable to furnish any of the listed Tents, in the exact sizes, or any other rental equipment, All Seasons reserves the right to upgrade the quality or find a substitute product. If All Seasons is required to install tents in an area it regards as too muddy, dirty, unsafe, or unsuited for the installation, All Seasons shall be the sole judge in it's decision to install the job. All Seasons reserves the right to remove or dismantle at it's sole discretion:

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

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

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

WARRANTY WAIVER: "Rental operator makes no warranty of suitability, merchantability, or fitness for any particular purpose, nor does rental operator make any warranty against interference, that the equipment is fit for customer's intended use or that it is free from defects (latent or patent). No warranties shall be deemed to exist with respect to the equipment, except as expressly set forth in this agreement. Accordingly, customer hereby waives any and all implied warranties. Customer's sole remedy for any failure of or defect in the equipment is termination of the rental at the time of the failure". **Val Verhaalen**



Event Rental

All Seasons Event Services - Conditions of Rental

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

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

China/Glassware Renting Policy

- All china/glassware orders will incur an 8% damage waiver surcharge. Renter shall not be responsible for damage or destruction of the equipment rented except: (1) Damage due to renter's neglect, misuse or abuse of equipment. (2) Any loss due to mysterious disappearance or theft. (3) Damages/shortages exceeding fifteen percent (15%) of the estimated replacement cost.
 - This damage waiver will help cover broken or lost china/glassware that is discovered at the time of pickup.
 - If china/glassware is returned and is found to be missing & not covered by the damage waiver, an additional charge will be applied and billed.
- All china must be scraped clean of all food and sauces.
 - If not, additional charges may apply.
- All china/glassware should be placed back in the crates that they were delivered in.
 - This means that no china/glassware should be mixed in the boxes or crates, it shall remain separated as it was delivered.
- All china/glassware should be placed in a central location and should be easy to locate and load.
 - If the china order is not at one central location, an additional labor charge will apply. If All Seasons needs to return to pick up missed product, an additional pick up charge will apply.
- Every customer is required to make their own count of the china/glassware being returned before pickup in order to insure accuracy of damaged or lost goods.
 - If you choose not to have a representative on site at the time of pick up, then all shortages will be deemed correct and the customer will be billed for the loss, and you will waive all right to dispute loss.

I have read the 2 pages above stating terms, conditions, specifications and prices are accepted by:

Signature (X) _____ Date: _____

Customer Name: Prairie Village City Hall Order #: 76481

Event Location/Address: 7700 Mission Road Prairie Village KS 66208 Delivery Date: 7/03/09

Credit Card # _____ Exp. Date: _____

Cardholder's Name: _____ CC Security #: _____

Credit Card Statement Billing Address: _____

12416 Grandview Rd Grandview, MO 64030 ph 816-765-1444 fax 816-767-0844
www.AllseasonsTentRental.com email sales@AllSeasonsTentRental.com

FOOD SERVICE AGREEMENT
VillageFest 2009

THIS FOOD SERVICE AGREEMENT is made and entered into by and between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as ("City") and Chris Cakes, hereinafter referred to as ("Vendor").

WHEREAS, City is sponsoring a 4th of July celebration within the City limits of Prairie Village, Kansas, for enjoyment of the general public, which event is entitled to "VillageFest 2009" (hereinafter "VillageFest") and

WHEREAS, the festivities of VillageFest shall include the sale to the general public of food items; and

WHEREAS, City is desirous of providing booth space to Vendor during VillageFest and further desires to ensure that services provided to the general public during VillageFest are of the appropriate quality.

NOW THEREFORE, in consideration of the mutual benefits to the parties, it is hereby agreed as follows:

ARTICLE 1

Scope, Duties and Hours of Operation

1.1 Vendor shall have the right to sell food items as supplied by Vendor from a food booth ("Vendor's Booth") located on the site of the VillageFest 2009, the location of which shall be determined by City.

1.2 The dates and hours of operation that Vendor may operate are as follows:
Date: July 4, 2009. Hours: Set up by 7:15 a.m.; Hours of Operation from 7:30 a.m. until 11:00 a.m.; Breakdown until 12:00 p.m.

ARTICLE 2

Financial Risk

2.1 Vendor acknowledges and agrees that City's prime objective in entering into this Agreement is to ensure the availability of quality food items at a reasonable cost to VillageFest patrons. City has made no representation or warranty to Vendor to the effect that Vendor's participation in the VillageFest will be profitable for Vendor. Vendor acknowledges and agrees that its participation in VillageFest is a demanding business opportunity that involves risk and requires considerable manpower and organizational leadership and further acknowledges that there is the potential for substantial loss. Vendor further acknowledges and agrees to accept sole responsibility for protecting itself against any and all forms or types of loss.

ARTICLE 3
Rental Fee

3.1 Vendor shall pay to City on or before June 22, 2009, a non-refundable rental fee of \$175.00. Included with submission of the rental fee shall be an executed Food Service Agreement and a Proposal Sheet that shall set forth the food items and cost of said food items that Vendor desires to sell to the general public during VillageFest.

ARTICLE 4
Signage

4.1 Vendor shall provide signage for Vendor's Booth that shall legibly state organization or restaurant name, menu and prices. Signage is to be of professional quality and shall be subject to City's approval.

ARTICLE 5
Equipment Provided by Vendor

5.1 Vendor shall be responsible for providing all tables, chairs and equipment utilized by Vendor to serve food items to the general public. Vendor shall also be responsible for providing its own power source, i.e. a power generator.

ARTICLE 6
Sanitary Condition of Vendor's Booth

6.1 Vendor shall maintain Vendor's Booth and all surrounding operating area in a neat, clean and sanitary condition and in good order and repair, free and clear of all litter, debris and rubbish at all times. Vendor shall be responsible for the cleanup of Vendor's Booth on an ongoing basis during the VillageFest, at the conclusion of business and at the conclusion of VillageFest. Vendor's cleanliness responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate Vendor's Booth if Vendor fails to maintain clean and sanitary conditions in and around Vendor's Booth during the term of this Agreement.

ARTICLE 7
Security and Risk of Loss

7.1 Vendor is responsible for all items of personal property and/or inventory owned and/or utilized by Vendor throughout the term of this Agreement, including, but not limited to, those items left in and around Vendor's Booth during and after the hours of operation and at the conclusion of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of food items, equipment, cash and other items belonging to or in the possession of Vendor is Vendor's. City shall not be responsible for loss of or damage to Vendor's property

or inventory whether attributable to theft, vandalism, spoilage, weather or any other cause.

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

ARTICLE 8

Access to Facilities

8.1 Vendor shall have access to Vendor's Booth to set-up on July 4, 2009, from 6:00 a.m. to 7:30 a.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow. City shall not be responsible in the event of the towing of Vendor's vehicle(s).

8.2 Vendor shall furnish City a list of all equipment requiring electrical power prior to execution of this Agreement and shall attach any such list to this Agreement as Exhibit A. Exhibit A is hereby incorporated into this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

ARTICLE 9

Items Sold and Prices

9.1 The items sold by Vendor and the prices charged for these items shall be consistent with the family-oriented spirit of the VillageFest. Vendors must prepare a Proposal Sheet which sets forth all items Vendor desires to sell to the general public during VillageFest and the cost of said items prior to execution of this Agreement. Such proposal sheet shall be attached to this Agreement as Exhibit B. Exhibit B is hereby incorporated into this Agreement. Any amendments to Exhibit B must be approved by City in writing.

9.2 Vendor shall not serve free food to anyone at any time other than to volunteers, representatives, staff and employees of vendor.

9.3 All federal, state, and local laws governing retail sales tax must be followed. Vendor understands the rules and regulation of the event and will comply. Vendor realizes that failure to comply may result in expulsion from the event.

ARTICLE 10
Business Information

10.1 Notifications and any other notices under this Agreement shall be made as follows:

If to City:

City Clerk
7700 Mission Road
Prairie Village KS 66208
(913) 381-6464
(913) 381-7755

If to Vendor:

10.2 Vendor's Tax Identification Number is: 20-3893066.

ARTICLE 11
Compliance With Laws

11.1 Vendor, all of Vendor's volunteers, representatives, staff and employees shall at all times during VillageFest comply with the laws of the State of Kansas and with City's ordinances, rules, regulations, and guidelines and shall at all times comply with all requests of the City or the City's representatives.

11.2 Vendor shall obtain all necessary permits and licenses in order to operate a Vendor Booth at VillageFest and shall provide copies of such permits and licenses to the City prior to June 22, 2009.

ARTICLE 12
Insurance and Hold Harmless

12.1 Vendor shall furnish to City a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 with the City named as an additional insured on such policies. Copies of said policies shall be provided to City on or before June 22, 2009.

12.2 Vendor agrees to assume all liability and responsibility for damages in any form or for costs associated with its activities. Specifically, Vendor agrees to indemnify and hold the City harmless from and against any claims for damages (including attorney's fees necessitated in defending such claims resulting from Vendor's actions, conduct or inaction, whether said claim is premised upon negligence or upon intentional misconduct. Vendor specifically agrees to indemnify and hold the City harmless from and against claims resulting from persons who suffer any sort of injury from the food ingested by such person and/or by virtue of the conditions of the premises located at Vendor's Booth.

ARTICLE 13

Staff

13.1 Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.

13.2 Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages when on duty at, in or near Vendor's Booth.

13.3 Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees and City shall not be responsible for injuries or bodily damage done to Vendor, Vendor's volunteers, employees, representatives and/or staff.

ARTICLE 14

Cancellation

14.1 City shall retain the right to cancel this Agreement at any time and for any reason without penalty. In the event this Agreement is canceled, Vendor shall not be entitled to a refund of Vendor's Rental Fee as set forth in this Agreement.

ARTICLE 15

Entire Agreement

15.1 This Agreement evidences the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to VillageFest.

ARTICLE 16

Effective Date

16.1 This Agreement is effective upon City's acceptance as evidenced by execution of this Agreement by a City authorized representative in the space provided below.

CITY OF PRAIRIE VILLAGE:

VENDOR:

By: _____

By: SHAamlh

Printed Name: _____

Printed Name: Steve Hamilton

Title: _____

Title: Owner

Date: _____

Date: 3-13-09

PROPOSED FOOD ITEMS

<u>FOOD</u>	<u>PRICE</u>
pancake breakfast	\$3.50/plate
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Due to the lack of power supply on the grounds we strongly encourage you to provide generators. If you cannot, electricity will be provided on a first come first serve basis. If any electrical items need to be plugged in, the following information is needed:

VOLTS _____ #OF OUTLETS / _____
AMPERAGE 15 _____

As a Vendor you are responsible for proper signage. This needs to be visible and also include prices. We will provide advertising, a map of the grounds, & signs throughout the grounds for direction.

When I have received all of the contracts I will confirm your participation. Information will be sent to you regarding your location on the Municipal Campus.

There is also NO ALCOHOL to be sold at the event!!!!

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 9th day of March, 2009, by and between the City of Prairie Village, Kansas (hereinafter "the City") and K.C. Wolf, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2009; and

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

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

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

Two Hour KC Wolf Appearance

3. Hours of Operation: The Vendor shall provide services to the general public from 10:00 a.m. to 12:00 p.m. on July 4, 2009.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location for set-up and breakdown on July 4, 2009 from 9:30 a.m. to 12:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$625, to be paid on or before July 4, 2009 unless the event is canceled as provided in Section 6 of this agreement.

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

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 22, 2009.**

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

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

10. **Staff:**

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

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

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

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

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By: Daniel Meers KC Wolf
(signed)

Daniel Meers
(typed name)

KC Wolf
(typed title)

Kansas City Chiefs
(typed company name)

One Arrowhead Drive
(typed address)

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

816 920-4212
(typed telephone number)

3/9/09
(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 5 day of March, 2009, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Sister Act Face Painting, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2009; and

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

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

20 x 20
City will provide tent
2. Type of Service Provided: the Vendor agrees to provide the following services:

4 Face Painters
3. Hours of Operation: The Vendor shall provide services to the general public from 10:00 a.m. to 1:00 p.m. on July 4, 2009.
4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location on July 4, 2009 for set-up between 7:00 and 9:00 am and breakdown after 1:00 pm. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$960, to be paid on or before July 4, 2009 unless the event is canceled as provided in Section 6 of this agreement.

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

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

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

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

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

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 22, 2009.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By MJ Matthews-Tweit / Sister Act
(signed) Face Painting

MJ Matthews
(typed name)

owner
(typed title)

Sister Act Face Painting
(typed company name)

6001 W. 100th Terr.
(typed address)

Overland Park KS 66207
(typed city, state, zip)

913 593-5104
(typed telephone number)

(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

COUNCIL COMMITTEE OF THE WHOLE
March 23, 2009

The Council Committee of the Whole met on Monday, March 23, 2009 at 6:00 p.m. The meeting was called to order by Council President David Voysey with the following members present: Mayor Shaffer, Al Herrera, Bill Griffith, Ruth Hopkins, Michael Kelly, Andrew Wang, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz. Staff members present: Quinn Bennion, City Administrator; Wes Jordan, Chief of Police; Bob Pryzby, Director of Public Works; Katie Logan, City Attorney; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator; Ron Williamson, Planning Consultant and Jeanne Koontz, Deputy City Clerk.

Andrew Wang moved the approval of the Consent Agenda for Monday, March 23, 2009:

- **Approve the aforementioned revisions to the Police Department's section of the City's Retention Schedule.**

COUNCIL ACTION REQUIRED
CONSENT AGENDA

- **Adopt Ordinance 2192 amending Chapter 11 of the Prairie Village Municipal Code entitled "Public Offenses & Traffic" repealing the existing Article 3 entitled "Drugs" and adopting a new Article 3 entitled "Drugs".**

COUNCIL ACTION TAKEN
03/23/2009

The motion was voted on and passed unanimously.

COU2009-35 Consider New Zoning Chapter 19.33 entitled Wireless Communications Facilities; deleting Section 19.28.070(S) and amending Section 19.02.449 entitled "Utility Box"

Ron Williamson said the process for this ordinance began almost one year ago. The City Council requested information on the existing cell tower policy and authorized the Planning Commission to analyze this policy. Since then, there has been input from citizens, providers, carriers and the PCIA (a wireless infrastructure alliance). Staff reviewed adjacent cities' ordinances, prepared numerous staff reports and distributed information to everyone who was interested in this issue and notified them of meetings. The Planning Commission unanimously recommends this ordinance. The ordinance has been reviewed legal staff. The Planning Commission held a public hearing on February 3, 2009 and received written comments from PCIA and Curtis Holland with Polsinelli Shughart. The ordinance was reviewed again at the March 3, 2009 meeting.

The major issues addressed were policy vs. ordinance, co-location (multiple short towers with no co-location or fewer tall towers with co-location), setbacks, integration of towers into existing structures and a waiver provision. Planning Commission requested that staff look at the number of available sites that would accommodate a 500' setback and a 200' setback. There are only two properties in Prairie Village large enough to meet the 500 ft setback: Shawnee Mission East High School and Meadowbrook Country Club. The 200' setback allows for 11 public sites and 6 private sites. The commercial sites have not expressed much interest in having cell towers.

Bill Griffith asked if a 150' monopole could accommodate co-location. Ron Williamson responded it could accommodate approximately four users; most users are now using two locations on each pole.

Al Herrera said he would rather see the City stay with an 85' tower and does not see the benefit of a 150' tower. Ron Williamson responded this is a major consideration for the council. The Planning Commission recommends fewer towers that are taller. It depends on the location of the tower if it needs to be taller.

Michael Kelly asked whether a provider is required to locate on an existing tower if there is space or can they request a new tower because they do not like the spot available. Ron Williamson responded that each carrier wants the highest part of the tower but they need to justify why they need a new tower. The City could require a third party analysis of the height issue. Michael Kelly asked if the footprint of the tower including the support devices will be larger on a taller tower because of more co-locations. Ron Williamson responded that each provider has their own equipment so the more co-locations, the more ground equipment.

Ron Williamson stated the applicant will be able to request a waiver from the setback restrictions. The Planning Commission would consider the request and make a recommendation to the City Council whether to grant the waiver. Three conditions will be reviewed:

- a. That there are special circumstances or conditions affecting the proposed cell tower installation;
- b. That the setback waiver is necessary for reasonable development of the cell tower installation or the landowners property;
- c. That the granting of the setback waiver will not be detrimental to the public welfare or cause substantial injury to the value of the adjacent property or other property in the vicinity in which the particular property is situated.

The Planning Commission has to make a finding on each of the three conditions.

Bill Griffith requested more information on the third party analysis requirement. He specifically asked who pays for the analysis. Ron Williamson said the City can contract for it and bill the applicant. Ultimately, the applicant pays the cost. Bill Griffith asked why the third party analysis is not included in the ordinance. Ron Williamson stated the Planning Commission opted not to include it in the recommendation because they felt it is not necessary for the extra cost. Dennis Enslinger stated the estimates from Overland Park were \$20,000 to \$30,000 for each analysis. The applicant can choose from three firms selected by Overland Park.

David Voysey asked what the significant differences are between our ordinance and other cities' ordinances. Ron Williamson stated the ordinances are fairly parallel with some differences in the setback requirements. Michael Kelly asked how Mission Hills deals with this issue. Ron Williamson responded their ordinance is very loose and the applications are processed through their Board of Zoning Appeals.

Bill Griffith asked if the third party analysis is a legitimate requirement under the Telecommunications Act. Ron Williamson stated it is legitimate as long as it is needed in order to make an appropriate decision. It is not legitimate if it is used only to deter providers from applying. Diana Ewy Sharp asked if the information provided in the application will suffice. Ron Williamson said without a third party analysis, the City is accepting the information from the applicant without

verification. David Belz asked if a company wanted to build another tower instead of co-locate could the City require a third party analysis. Ron Williamson responded the City could require the analysis.

David Voysey opened the discussion to the public.

Casey Housley, 4900 W 68th Street, reminded the Council that he presented a packet of surrounding cities' ordinances to the Council last year. He said the residents would like the ordinance to provide certainty so they do not have to come back to the Council each time to argue their position. The ordinance is an improvement over the policy, but it still does not give certainty, because it has a catch all under the waiver provision. This provision forces both parties to come before Council to argue their position. He said there are differences in what the surrounding cities have implemented regarding specific setback requirements, provisions in residential areas and the wavier provision. He requested the Council send the ordinance back to the Planning Commission for revision.

Mary Cordill, 4904 W 68th Street, requested the ordinance be returned to the Planning Commission for further discussion. She said the residents are very passionate about this issue. There were not any citizens at the public meeting, because there was a big misunderstanding of the date of that meeting. She said she has been receiving updates from city staff, but it was not clear there was a public meeting. She pointed out that there were two new planning commissioners when this discussion began who did not have the benefit of hearing all the previous public input. She implored the council to give the residents a chance to speak before the Planning Commission.

Kate Faerber, 4806 W 68th Street, said she presented packets to the council in February 2008. The Planning Commission did not receive this information until June 2008. She said she is disappointed in this lack of communication between governing bodies. She pointed out that other cities have different setback requirements. She said at the February Planning Commission meeting, she was under the impression that she would be allowed to speak at the March meeting and that is why she did not speak at the February public hearing.

Lebert Schultz, 4507 W 89th Street, said he has practiced law for 40 years and there is always an exception. He urged the Council to allow some flexibility. He pointed out the cell towers are a benefit for citizens that give them quality cell coverage and capacity for future capabilities. He suggested encouraging cooperation between providers, so the number of towers is limited.

Paul Middleton, 6434 Hodges Drive, stated the requirement for a third party evaluation is very logical.

Paige Price, 6730 Fonticello, said Prairie Village is a nice place to live and she would like to keep the family atmosphere. She said commercial towers should be placed on commercial property.

John Faerber, 4806 W 68th Street, stated through effective planning and timely ordinances, he believes a more positive outcome can be obtained. He feels the City has dragged its feet on this issue over the last year. The waiver is very disconcerting. He said he has been a Prairie Village resident for 19 years and feels like his voice has not been heard this past year. He would like to see the City and Homes Associations come up with a more effective master plan.

With no other comments, David Voysey closed the public comment portion of the meeting.

Bill Griffith said that very few sites were mentioned that would meet the 200' or 500' setback. He asked which shopping centers could handle the setback requirements. Ron Williamson responded that Highwoods does not want to have cell towers in case they make changes to their centers. The Prairie Village Shops accommodate a 200' setback. Bill Griffith said there is a long list of people who do not want them. Ron Williamson stated there was a request to put one at Homestead Country Club but the membership decided they did not want it. He said the City cannot force a tower to be located where a landowner does not want it. Bill Griffith stated the City is not obligated to provide a solution for the cell providers and many cities do not have a waiver. Ron Williamson responded the new Overland Park ordinance has a waiver clause. Fairway and Leawood do not have waiver clauses. He said he believes the council asked the waiver to be included in the ordinance.

Diana Ewy Sharp stated she hears the residents feel like nothing they wanted was considered, but feels that the ordinance is a huge victory because the Council did not want to change from a policy to an ordinance. She believes there was very serious consideration given to residents' thoughts and comments. Staff and the Planning Commission spent a great deal of time on this issue. Prairie Village is unique because it is 93% residential and 7% commercial. She stated that she wants all the technology that we can get for our residents. Nobody wants a cell tower in their backyard, but there is a purpose for the infrastructure.

Diana Ewy Sharp made the following motion, which was seconded by Ruth Hopkins:

MOVED THE CITY COUNCIL ADOPT ORDINANCE 2189 ADDING CHAPTER 19.33 ENTITLED "WIRELESS COMMUNICATION FACILITIES" TO THE PRAIRIE VILLAGE MUNICIPAL CODE, 2003; AND ORDINANCE 2190 AMENDING CHAPTER 19.02 ENTITLED "DEFINITIONS" BY AMENDING SECTION 19.02.499 ENTITLED "UTILITY BOX" AND CHAPTER 19.28 ENTITLED "SPECIAL USE PERMITS" BY DELETING SECTION 19.28.070(S).

**COUNCIL ACTION REQUIRED
COMMITTEE REPORTS**

Bill Griffith said he did not understand the reluctance to consider a third party review and will vote no on this motion.

Al Herrera said he does not see why we need to rush through this and would like to give the residents another opportunity to go before the Planning Commission. He would like the ordinance to be tightened up and non-negotiable.

David Voysey stated he thinks the Planning Commission should have one more chance. He does not like the waiver. An ordinance with so many loopholes is like not having an ordinance at all.

Michael Kelly said his primary concern is a guarantee that providers will co-locate. He stated he will be voting no on this motion.

Andrew asked for clarification on how an third party study becomes independent. Dennis Enslinger responded that the City of Overland Park selects a preapproved list of contractors. Andrew Wang asked if anything would prevent a provider from using one of the contractors in the

future. Dennis Enslinger said there will be some relationship but the City of Overland Park is trying to find contractors who do not work in this area. Andrew Wang asked if the incentive to co-locate is economic or are there other reasons. Dennis Enslinger responded that most providers would choose co-location because it is economically beneficial, but the City cannot guarantee they will not look for another site based on their needs. They must show all available towers in a one mile radius and they must show that they cannot co-locate.

Ruth Hopkins stated that we have been discussing the lack of input and thought but there have been nine Planning Commission discussions and all those meetings are open for residents and council members. She said she thinks the Planning Commission has reached their decision and will not change their minds.

Charles Clark stated there have not been any questions raised tonight they have not been thoroughly reviewed and considered by the Planning Commission.

Dale Beckerman said he agrees with Councilmember Clark. He said the third party review is an attractive option but the real issue is whether the tower is necessary and suitable. He believes this can be determined without a third party review. He stated that since Prairie Village is 93% residential, it is necessary to have flexibility because of the scarcity of suitable sites. The Planning Commission has done a good job of tailoring the ordinance to Prairie Village.

Laura Wassmer said the process has taken over one year and that tells her it is not a good process. It has been very painful and will continue to be painful if this ordinance is passed. She does not think a third party is needed if the ordinance is specific enough. She would like the Planning Commission to review the ordinance considering specific setbacks, resident input and making the process easier for everyone involved.

David Belz said he would vote for the motion because the Planning Commission has been reviewing this for almost one year and he trusts that they vetted the possibilities and brought forward the best possible ordinance for Prairie Village. He stated Prairie Village is a unique situation and there may be times when we do not want the ordinance to be so tight. In reference to the third party review, he understands that it can be required even if it is not in the ordinance.

Al Herrera said he would like to send the item back to Planning Commission. If a provider wants to install a 150' tower, he would like to see the lease that includes two other tenants. He would like the ordinance tightened up. He does not think it is urgent to pass it tonight and would like to send it to Planning Commission one more time.

The motion was voted on and passed 7-6 with an "aye" vote from the Mayor. The following council members voted "aye:" Hopkins, Wang, Beckerman, Clark, Ewy Sharp and Belz.

This matter will be considered at the City Council meeting on April 6, 2009.

COU2009-36 Consider Resolution of Support for Transportation Enhancement Funding from Kansas Department of Transportation

Chris Engel reported the resolution is part of the application process for grant funding for the stimulus package. The application for a grant from the Kansas Department of Transportation for

the Brush Creek Trail System has already been submitted. The City will provide ongoing maintenance.

Diana Ewy Sharp stated the Park and Recreation Committee already discussed and approved this item.

Diana Ewy Sharp made the following motion, which was seconded by David Belz and passed unanimously:

**MOVE THE CITY COUNCIL ADOPT A RESOLUTION OF SUPPORT FOR
TRANSPORTATION ENHANCEMENT FUNDING FROM THE KANSAS DEPARTMENT
OF TRANSPORTATION TO FUND BRUSH CREEK TRAIL - PHASE ONE.
COUNCIL ACTION TAKEN
03/23/2009**

COU2009-37 Consider Ordinance regarding Quorum Requirements

Katie Logan reported Council requested a modification to the quorum requirement at the last meeting. The ordinance changes the requirement from eight to seven and removes antiquated language.

Ruth Hopkins made the following motion, which was seconded by Bill Griffith:

**MOVE THE CITY COUNCIL ADOPT ORDINANCE 2191 AMENDING CHAPTER 1 OF
THE PRAIRIE VILLAGE MUNICIPAL CODE ENTITLED "ADMINISTRATION" BY
AMENDING ARTICLE 2 ENTITLED "GOVERNING BODY" BY AMENDING SECTION 1-
204 ENTITLED "SAME: QUORUM-COMPELLING ATTENDANCE."
COUNCIL ACTION REQUIRED
CONSENT AGENDA**

David Belz stated he will vote against the motion because he is not comfortable that almost half of the Council could be gone and decisions could still be made. He stated that maybe the Council should not be voting if we cannot get eight council members to attend a meeting.

Charles Clark stated it is very inconvenient to not have a meeting if something needs to be resolved.

Quinn Bennion said the ordinance removes the requirement that compels a council member to attend.

The motion passed 11 to 1 with David Belz voting nay.

Laura Wassmer said she hopes as a matter of procedure that Council would postpone a vote if it needs to have full Council input.

COU2009-39 Consider Allocation of Funds for the Intergraph Project to Purchase/Install laptop computer mounts, docking stations and external GPS antennas in the marked patrol units and CSO vehicle

Chief Jordan reported the Council agreed to set aside \$13,200 in the Equipment Reserve Fund for this purchase on December 1, 2008. The final bid from K-Comm., Inc. was \$1,564 less than project costs.

Ruth Hopkins made the following motion, which was seconded by Charles Clark and passed unanimously:

MOVE THAT \$11,636.00 BE TRANSFERRED FROM THE POLICE RECORDS MANAGEMENT/CAD PROJECT (221471) TO THE POLICE IN-CAR LAPTOP COMPUTERS PROJECT (221473) IN THE EQUIPMENT RESERVE FUND TO FINANCE THE PURCHASE AND ISNTALLATION OF LAPTOP COMPUTER MOUNTS/DOCKING STATIONS AND EXTERNAL GPS ANTENNAS IN THE MARKED PATROL UNITS AND THE CSO VEHICLE.

**COUNCIL ACTION TAKEN
03/23/2009**

Discussion regarding El Monte Fountain

Diana Ewy Sharp pulled the El Monte Fountain Agenda Item because the Prairie Village Homes Association Board will not meet until April 15th.

COU2007-51 Village Vision: Discussion of Report from Council Retreat

The discussion of the Council Retreat Report will be moved to the April 6, 2009 meeting.

Adjournment

Council President David Voysey adjourned the committee meeting at 7:20 p.m.

David Voysey
Council President

MAYOR'S ANNOUNCEMENTS
Monday, April 6, 2009

Committee meetings scheduled for the next two weeks include:

Planning Commission	04/07/2009	7:00 p.m.
Park & Recreation Committee	04/08/2009	7:00 p.m.
Sister City Committee	04/13/2009	7:00 p.m.
Prairie Village Arts Council	04/15/2009	7:00 p.m.
Council Committee of the Whole	04/20/2009	6:00 p.m.
City Council	04/20/2009	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce an oils exhibit by Christi Roberts-Bony for the month of April. The reception will be held on April 10th from 6:30 - 7:30 p.m.

An Arbor Day event will be held at Franklin Park on April 25th at 10 a.m. to honor Maggie and Bob Weed.

Recreation memberships are now for sale in the City's Clerk's office. The pool will open on May 23rd.

The annual large item pick-up has been scheduled for April 25th.

Shawnee Mission Education Foundation's Celebrate Success Luncheon is April 29, 2009 at 11:30 am at the Overland Park Convention Center. The City has reserved a table for 10. Please RSVP to Jeanne at 385-4662 or jkoontz@pvkansas.com by April 16, 2009.

The 2009 LKM Annual Conference will be held in Topeka, October 3-6, 2009. Conference events will be held at the Topeka Expocentre and Capitol Plaza Hotel. Please let Jeanne know if you are interested in attending.

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

INFORMATIONAL ITEMS
April 6, 2009

1. Planning Commission Agenda - April 7, 2009
2. Park and Recreation Committee Minutes - March 11, 2009
3. Sister City Committee Minutes - March 9, 2009
4. Mark Your Calendars
5. Committee Agenda

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

- I. ROLL CALL
- II. APPROVAL OF PC MINUTES - March 3, 2009
- III. PUBLIC HEARINGS
PC2009-06 Request for Special Use Permit for Communications Tower
4805 West 67th Street
Zoning: R-1a
Applicant : Selective Site Consultants for T-Mobile
Curtis Holland, Polsinelli Shughart
- IV. NON-PUBLIC HEARINGS
- 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

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

PARK AND RECREATION COMMITTEE

March 11, 2009

The Park and Recreation Committee met March 11, 2009. Present and presiding, Chairperson Diana Ewy Sharp. Members present: Al Herrera – Vice Chair, Sally Holmes, Diane Mares, Clarence Munsch, Joe Nolke, Jim Bernard Jr., Peggy Couch and Kathy Peterson. Staff present: Tim Schwartzkopf, Nicole Proulx, Mike Helms and Chris Engel.

CONSENT AGENDA

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

REPORTS

Public Works Report

Mike asked about a few of the older signs hanging at some city Tennis Courts referencing “card-carrying tennis coaches.” The Committee felt they should be left as is because they have caused little to no confusion. Public Works is starting to get the parks ready for spring. The question of picnic benches in front of City Hall was discussed and Mike will be looking into the matter and reporting back.

Recreation Program Report

Recreation staffing is going very well. Vendor bids will be due soon and the Recreation Guide should hit mailboxes in the next few days. The City is moving to a new format for the Village Voice so the Recreation Guide will need to be redone for next year. The new format will be a full size color booklet similar to Overland Park and JCPRD.

The State of Kansas is currently working on balancing their 2010 budget and the City may lose some significant funding that could directly affect parks. As part of the Stimulus Plan the City is submitting a grant proposal to fund the first phase of a trail system. **Jim moved for approval of an application submittal to KDOT for Transportation Enhancement funding as part of the American Recovery and Reinvestment Act. Sally seconded the motion and it passed unanimously.**

There was discussion over the waiving of tennis court fees for some of the schools and the potential problems their use of the courts creates for residents. Chris will be looking into what other local cities charge schools for their court rentals and reporting back.

Aquatics Program

Clarence reported the team parents have started to talk to each other and preparations for the upcoming season will be starting soon.

Park Master Plan

Jim reported the Park Master Plan Subcommittee will be meeting on March 24th to review the Draft Final Report. There will also be a public presentation on April 1st in the Council Chambers and then a final presentation to the PRC on April 8th. If everything goes as planned the plan will be presented to the City Council for final approval on May 4th.

Chairperson's Report

Diana met with the Prairie Village Homes Association to discuss the repairs to El Monte Fountain. She asked them for \$36,000 of the \$66,000 project cost as the committee directed. They seemed receptive to the idea of trying to secure that amount from the Association. They presented the information during their annual meeting held on March 4th and will plan to discuss with their Board in April. However, they are in the process of getting a new board and that will cause a delay in the process.

Diana is looking into the possibility of having another parks crawl this spring. The last one in 2007 was very successful, committee members indicated at that time that holding one every other year would be helpful, and with new members on the Committee another one would be very beneficial.

Diana is still looking for someone to volunteer for the Sub-Island Committee.

NEW BUSINESS

Pet Fair

A Pet Fair is part of Animal Control's 2009 departmental goals and objectives. The event is suggested for Harmon Park in early fall. This would be a good occasion to pass out literature and improve Animal Control's image by allowing pet owners the opportunity to meet Animal Control officers in a positive setting. The plan would be for vendors to set up booths and possibly have Public Works set up fences for an off-leash area. Animal Control is looking for the PRC to help with the logistics of the event and arrange for volunteers to help.

Skate Park Contest

Seth Meyers would like the skate park to host another competition this year on May 8th. Kathy mentioned these were great events and it is fun to see the kids at the different schools compete against each other. Kathy moved for the approval of the skate park contest on May 8th. Sally seconded the motion and it passed unanimously.

INFORMATIONAL ITEMS

The next meeting will be April 8, 2009 at 7.00pm. The Draft Parks Master Plan will be presented this evening.

Diana Ewy Sharp
Chairperson

SISTER CITY COMMITTEE
9 March 2009
MINUTES

Call to Order

Chairperson Jim Hohensee called the meeting to order at 7.00pm. Members present: Cleo Simmonds, Carole Mosher, Dick Bills, Michael Kelly, Rod Atteberry, Bob McGowan, Vera Glywa and Cindy Dwigans. Also present: Hildegard Knopp and Dan Andersen. Staff: Chris Engel.

Minutes

Committee approved the minutes from February 9th meeting as presented.

OLD BUSINESS

Display Case

Jim recognized Dick, Cleo, and Rod for their hard work getting the display together. Jim also recognized Vera and the Mayor for lending many of the objects in the case.

Website

Jim reported the webpage has been revised.

Ukrainian Visits

A schedule of events for our planned visit in August was passed around. Dick, Jim or Carol, Cleo and Rod were all discussed as possible members of the Mayor's delegation. Cindy will be getting a better handle on the costs of the trip because the expectation is everyone outside of the Mayor and any city staff will be paying their own way. Once the prices are determined a package of potential costs can be presented to individuals the Mayor invites to attend. Cindy mentioned we need to be mindful of the economy and list the trips potential benefits to the City.

Proposed Ukrainian Art Exhibit

Rod has been working on getting the grant proposal together. However, the Municipal Foundation now wants to meet before endorsing the deal. There has been a great deal of detail put into the application and there is concern that waiting for the Foundation to meet may cause the window of opportunity to close. Vera has been corresponding with Larysa concerning any Dolyna artists and she believes it will be a difficult process to get art to the United States.

Villagefest

Vera will be making cookies and the Committee will sell things. Cindy believes the Ukrainian delegation could bring some wood crafts for the booth. A 6' x6' sign for hanging in the back of the tent was discussed and will be looked into.

Language Lessons

Vera will begin teaching conversational Ukrainian classes at City Hall in April and May. The MPR or Community Center will serve as the classroom each Tuesday evening starting on April 14th at 7:00pm until 8:00pm. Class will be \$30 plus \$15 for the book if it needs to be supplied. Extra books will be purchased for later visits and potential gifts. The classes will be in the April Village Voice.

SCI Conference

Bob will be declining the kind recommendation that he attend the Conference this year. He mentioned the money would be better spent on our Ukrainian visits.

NEW BUSINESS

Jim informed the Committee that Vera had been approved by the Mayor and City Council as a full member of the Committee. Jim also mentioned that he would be recommending to the Mayor to reappoint Cindy and Carole to the Committee.

Adjournment

The next meeting will be Monday, April 13 at 7.00 pm. The meeting was adjourned at 9:00 p.m.

Jim Hohensee
Chair

**Council Members
Mark Your Calendars
April 6, 2009**

April 2009	Christi Roberts-Bony oils exhibit in the R. G. Endres Gallery
April 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
April 20	City Council Meeting
April 25	Large item pick-up
April 25	Arbor Day event at Franklin Park - 10:00 a.m.
April 29	Shawnee Mission Education Foundation Celebrate Success Luncheon - 11:30 a.m. at the Overland Park Convention Center
May 2009	Kay Trieb photography exhibit in the R. G. Endres Gallery
May 4	City Council Meeting
May 8	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
May 18	City Council Meeting
May 23	Pool opens for the season
May 25	City offices closed in observance of Memorial Day
May 27	Dedication of Porch Light Sculpture - 4:00 p.m. Somerset & Lee Blvd.
June 2009	L. Daniel Compton photography exhibit in the R. G. Endres Gallery
June 1	City Council Meeting
June 12	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
June 15	City Council Meeting
July 2009	Mark Raynes photography exhibit in the R. G. Endres Gallery
July 3	City offices closed in observance of Independence Day
July 4	VillageFest
July 6	City Council Meeting
July 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
July 20	City Council Meeting
August 2009	Senior Arts Council mixed media exhibit in the R. G. Endres Gallery
August 3	City Council Meeting
August 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
August 17	City Council Meeting
September 2009	
September 7	City offices closed in observance of Labor Day
September 8 (Tues.)	City Council Meeting
September 21	City Council Meeting
October 2009	State of the Arts exhibit in the R. G. Endres Gallery
October 3-6	2009 LKM Annual Conference - Topeka Expocentre & Capitol Plaza Hotel
October 5	City Council Meeting
October 9	Artist reception in the R. G. Endres Gallery 6:00 - 8:00
October 19	City Council Meeting

November 2009 Mid America Pastel Society exhibit in the R. G. Endres Gallery
November 2 City Council Meeting
November 13 Artist reception in the R. G. Endres Gallery 6:00 - 8:00
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 Mimi Pettigrew oils exhibit in the R. G. Endres Gallery
December 4 Mayor's 2009 Holiday Party
December 7 City Council Meeting
December 11 Artist reception in the R. G. Endres Gallery 6:70 - 7:30
December 21 City Council Meeting
December 25 City offices closed in observance of Christmas

COMMITTEE AGENDA

March 23, 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

- COU2006-38 Consider Park & Recreation Committee Master Plan (assigned 09/27/2006)
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)
COU2008-25 Consider Project 190871: Mission Lane Bridge Replacement (assigned 2/27/2008)
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)
COU2008-98 Consider Policy amendment regarding pool passes for employees (assigned 12/10/2008)
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 Design Agreement (assigned 2/6/2009)
COU2009-27 Consider Project 190871: Mission Lane Bridge Replacement (assigned 2/6/2009)
COU2009-41 Consider Discontinuing Gift Card Program (assigned 3/30/2009)
COU2009-42 Consider Replacement of Police Vehicle (assigned 4/1/2009)
COU2009-43 Consider In-Car Video System (assigned 4/1/2009)
COU2009-44 Consider insurance renewal rates (assigned 4/2/2009)

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)
PC2008-01 Consider Cell Tower Policy (assigned 3/19/2008)
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)