

CITY OF PRAIRIE VILLAGE

June 20, 2011

**City Council Meeting
6:00 p.m.**



COUNCIL COMMITTEE

June 20, 2011

6:00 p.m.

Council Chambers

AGENDA

DALE BECKERMAN, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

***COU2011-29 Consider approval of a resolution providing for a substitute improvement to be financed with the proceeds of the General Obligation refunding series 2009-A. (The resolution reallocates unused drainage funds to street improvement projects)
Quinn Bennion**

***COU2011-30 Consider approval of a resolution authorizing certain main trafficway improvements and providing for the manner of paying for the same.
Quinn Bennion**

**Discussion regarding 2012 Operating Budget (follow-up from June 13th meeting)
Quinn Bennion/Chris Engel**

**Discussion regarding Capital Improvement Budget (follow-up from May 23rd meeting)
Quinn Bennion/Chris Engel**

***Council Action Requested the same night**



COUNCIL COMMITTEE

Council Committee Meeting Date: June 20th, 2011
Council Meeting Date: June 20th, 2011

Agenda Items:

Consider approval of a resolution providing for a substitute improvement to be financed with the proceeds of the General Obligation refunding series 2009-A. (The resolution reallocates unused drainage funds to street improvement projects)

Consider approval of a resolution authorizing certain main trafficway improvements and providing for the manner of paying for the same.

SUGGESTED MOTIONS

Move to approve a resolution providing for a substitute improvement to be financed with the proceeds of the GO refunding series 2009-A. (The resolution reallocates unused drainage funds to street improvement projects)

Consider approval of a resolution authorizing certain main trafficway improvements and providing for the manner of paying for the same.

STAFF RECOMMENDATION

Staff and Bond Counsel recommend that Council approve both resolutions to enable the reallocation of bond funds. The resolutions would reallocate \$350,000 from storm sewer projects to street projects identified as part of the bond issue. (The previous estimate was \$250,000).

BACKGROUND

On November 19th, 2009, the City issued general obligation bonds to refinance existing debt and provide immediate funding of capital improvement projects. The proceeds of the bonds were to finance the cost of certain improvements, as shown below:

Project Description	Authority	Estimated Amount
Various public building projects	K.S.A. 12-1736 et seq.	\$ 370,000
Various street projects	K.S.A. 12-685 et seq.	\$ 6,000,000
Various storm sewer projects	K.S.A. 12-631r & s	\$ 3,050,000
Total		\$ 9,420,000

In 2010, nearly two dozen storm sewer projects were completed using bond proceeds throughout the city. Most of the projects involved replacing aged corrugated metal pipe with reinforced concrete pipe. The Prairie Lane and Alhambra drainage projects were also included. The identified projects have all been completed or determined to be not necessary at this time.

At the budget work session on May 23rd, 2011, City Council discussed the options available for uses of the funds. Finance Committee also met in May and recommended the funds be reallocated to other eligible street projects identified in the bond resolution. The Council voted to reallocate the unused storm sewer proceeds to street projects.

With the approval of the resolutions, the 2009 bond proceeds will be used as follows:

Project Description	Authority	Estimated Amount
Various public building projects	K.S.A. 12-1736 et seq.	\$ 370,000
Various street projects	K.S.A. 12-685 et seq.	\$ 6,350,000
Various storm sewer projects	K.S.A. 12-631r & s	\$ 2,700,000
Total		\$ 9,420,000

It is anticipated the funds will be spent for street construction projects in the 2011 construction season.

ATTACHMENTS:

1. Resolution providing for a substitute improvement to be financed with the proceeds of the City of Prairie Village General Obligation refunding and improvement bonds, series 2009-A.
2. Resolution authorizing certain main trafficway improvements, and providing for the manner of paying for the same.

Prepared By:
Quinn Bennion
City Administrator
Date: June 17th, 2011

RESOLUTION NO. 2011-_____

A RESOLUTION PROVIDING FOR A SUBSTITUTE IMPROVEMENT TO BE FINANCED WITH THE PROCEEDS OF THE CITY OF PRAIRIE VILLAGE, KANSAS' GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2009-A.

WHEREAS, on November 2, 2009, the City of Prairie Village, Kansas (the "City"), adopted Resolution No. 2009-20 (the "Bond Resolution") authorizing the issuance of the City's General Obligation Refunding and Improvements Bonds, Series 2009-A in the original principal amount of \$10,085,000 (the "Bonds"); and

WHEREAS, the Bond Resolution provided that the proceeds of the Bonds would finance the cost of certain Improvements, as shown below:

<u>Project Description</u>	<u>Authority</u>	<u>Estimated Amount</u>
Various public building projects	K.S.A. 12-1736 <i>et seq.</i>	370,000.00
Various street projects	K.S.A. 12-685 <i>et seq.</i>	6,000,000.00
Various storm sewer projects	K.S.A. 12-631r & s	3,050,000.00
<i>Total:</i>		\$9,420,000.00

; and

WHEREAS, the Bonds were issued on November 19, 2009; and

WHEREAS, Section 504 of the Bond Resolution provides that if the City is prevented, hindered or delayed from proceeding with the acquisition or construction of the Improvements, or if the City has moneys remaining in the Improvement Fund after the completion of such Improvements, the City may elect to substitute or add other improvements pursuant to Section 504 (the "Substitute Improvement") provided certain conditions are met; and

WHEREAS, there are moneys remaining in the Improvement Fund after the completion of certain of the Improvements and the City hereby finds it necessary and desirable to authorize the reallocation of the proceeds of the Bonds to pay certain costs of the Improvements, and to add Substitute Improvements to be financed with proceeds of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, AS FOLLOWS:

Section 1. The Governing Body hereby authorizes reallocation of the proceeds of the Bonds and the designation of certain improvements as Substitute Improvements, all as follows:

<u>Project Description</u>	<u>Initial Allocation of Series 2009-A Principal Amount</u>	<u>New Allocation of Series 2009-A Principal Amount</u>	<u>Reallocated Principal Amount</u>
Various public building projects	\$ 370,000.00	\$ 370,000.00	\$0.00
Various street projects	6,000,000.00	6,350,000.00	350,000.00
Various storm sewer projects	<u>3,050,000.00</u>	<u>2,700,000.00</u>	<u>(350,000.00)</u>
Total:	\$9,420,000.00	\$9,420,000.00	\$0.00

Section 2. The officers and officials of the City, including the Mayor, Clerk and City Administrator, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 3. This Resolution shall take effect and be in full force immediately after its adoption by the governing body.

ADOPTED by the governing body of the City this ____ day of June, 2011.

Mayor

(SEAL)

ATTEST:

City Clerk

RESOLUTION NO. 2011-___

A RESOLUTION AUTHORIZING CERTAIN MAIN TRAFFICWAY IMPROVEMENTS, AND PROVIDING FOR THE MANNER OF PAYING FOR THE SAME.

WHEREAS, K.S.A. 12-685 *et seq.*, as amended (the “Act”), authorizes the governing body of the City of Prairie Village, Kansas (the “City”), to improve or reimprove any main trafficway or trafficway connection designated and established under the Act, and to issue general obligation bonds therefor; and

WHEREAS, by the adoption of Ordinance No. 2205 on September 8, 2009, the City has previously designated the streets described on **Exhibit A** attached hereto, as a main trafficway or a main trafficway connector; and

WHEREAS, by the adoption of Ordinance No. 2205 on September 8, 2009, the City has previously designated the streets described on **Exhibit B** attached hereto, as a main trafficway or a main trafficway connector; and

WHEREAS, the City finds it necessary and desirable to authorize certain main trafficway improvements, as more fully described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS, AS FOLLOWS:

Section 1. Pursuant to the Act, the governing body hereby determines that it is necessary to make the following improvements (collectively, the “Improvements”):

Street Improvement #1:

Street rehabilitation for the streets described on **Exhibit A** attached hereto, including asphalt pavement replacement, curb installation, sidewalk installation, accessibility ramps, storm sewers, turf restoration, design, engineering, surveying, material testing and other related costs.

Street Improvement #2:

Relocation, improvement and reimprovement of Booth Drive from 77th Street to Cambridge Street and Cambridge Street from State Line Road to Somerset Drive, including removal of certain portions of said streets, reconstruction of roadways, drains, drain structures, curb installation, sidewalk installation, turf restoration, engineering, surveying, material testing and other related costs.

Section 2. The City Administrator and other City staff are authorized to take all necessary actions to proceed with the Improvements.

Section 3. The estimated cost for the Improvements shall not exceed \$6,250,000, plus capitalized interest and costs of issuance, to be paid by the issuance of general obligation bonds and/or temporary notes as authorized by the Act.

Section 4. The City expects to make capital expenditures in connection with the Improvements after the date of this Resolution and intends to reimburse itself for such expenditures with the proceeds of general obligation bonds and/or temporary notes in an amount not to exceed \$6,250,000, plus capitalized interest and costs of issuance.

Section 5. This Resolution shall take effect and be in full force and effect from and after its passage and approval by the governing body of the City.

PASSED by the governing body on _____, 2011 and **APPROVED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

EXHIBIT A

**Main Trafficways or Main Trafficway Connectors
Street Improvement #1**

Street	From	To
90th St	Roe Ave	Somerset Drive
Juniper Lane	83rd St	86th St
71st Terr	State Line Rd	Eaton St
High Drive	71st Terr	73rd St Cul-de-sac
87th St	Somerset Drive	Nall Ave
Fontana St	75th St	79th St
93rd St	Delmar Rd	Roe Ave
76th St	State Line Rd	Booth Drive
80th Terr	Rosewood Drive	81st St
90th Terr	Delmar Rd	Roe Ave
90th Terr	Mission Rd	Delmar Rd
90th St	Delmar Rd	Roe Ave
94th St	Delmar Rd	Roe Ave
79th St	Booth St	Belinder Ave
79th St	Cambridge St	Booth St
67th St	Mission Rd	Roe Ave
63rd St	Roe Ave	Nall Ave
Cambridge St	State Line Rd	Somerset Drive
83rd St	Roe Ave	Nall Ave
Somerset Drive	Mission Rd	Nall Ave
Canterbury Drive	77th St	Canterbury Cul-de-sac
Outlook Drive	Reeds St	81st St
El Monte St	74th Terr	75th St
79th Terr	Rosewood Drive	Nall Ave
Cedar St	70th Terr	71st St
79th St	Roe Ave	Nall Ave
Aberdeen St	77th St	79th St
72nd Terr	Tomahawk Rd	Nall Ave
Nall Ave	75th St	79th St
Lamar Ave	75th St	79th St

EXHIBIT B

**Main Trafficways or Main Trafficway Connectors
Street Improvement #2**

Street	From	To
Booth Drive	75th St	Cambridge St
Cambridge St	State Line Rd	Somerset Drive

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF PRAIRIE VILLAGE, KANSAS
HELD ON _____, 2011**

The governing body met in regular session at the usual meeting place in the City, at 7:30 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

* * * * *

(Other Proceedings)

The matter of authorizing certain main trafficway improvements came on for consideration and was discussed.

Councilmember _____ presented and moved the adoption of a Resolution entitled:

A RESOLUTION AUTHORIZING CERTAIN MAIN TRAFFICWAY IMPROVEMENTS, AND PROVIDING FOR THE MANNER OF PAYING FOR THE SAME.

Councilmember _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. 2011-__.

The matter of providing for Substitute Improvements in connection with the City's General Obligation Refunding and Improvements Bonds, Series 2009-A came on for consideration and was discussed.

Councilmember _____ presented and moved the adoption of a Resolution entitled:

A RESOLUTION PROVIDING FOR A SUBSTITUTE IMPROVEMENT TO BE FINANCED WITH THE PROCEEDS OF THE CITY OF PRAIRIE VILLAGE,

**KANSAS' GENERAL OBLIGATION REFUNDING AND IMPROVEMENT
BONDS, SERIES 2009-A.**

Councilmember _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. 2011-__.

* * * * *

(Other Proceedings)

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CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Prairie Village, Kansas, held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

(SEAL)

Clerk

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

June 20, 2011

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
June 6, 2011**

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 6, 2011, at 7:30 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL

Mayor Ron Shaffer called the meeting to order and roll call was taken with the following Council members present: Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Andrew Wang, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz.

Also present were: Captain Wes Lovett; Bruce McNabb, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director; Chris Engel, Assistant to the City Administrator; Joyce Hagen Mundy, City Clerk.

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

PUBLIC PARTICIPATION

John Joyce, 4201 Delmar Drive, noted earlier discussion by the Council during the committee meeting and at earlier meetings regarding different requests for items that have not been budgeted. He urged the Council to take time to distinguish between what is a "want" vs. a "need". He stated he is opposed to a mill levy increase. Mr. Joyce was particularly disturbed by the issuance of the design contract for 75th Street Improvements to GBA at a cost greater than both the lower cost submitted by Affinis and the initial lower cost submitted by GBA.

Ann Doyle, 4211 West 73rd Street, stated she was concerned with the lack of specific project requirements in the design contract with GBA. Regarding earlier committee discussion on art in the parks, she expressed her appreciation for the art found along Roe Avenue in the City of Roeland Park. However, she noted there needs to be some evaluation criteria for the art to see that it is pleasing to the general public.

Mayor Shaffer recognized a boy scout with Troop 91 attending the Council meeting for his "Communications" badge requirements.

No one else was present to address the Council and public participation was closed at 7:44 p.m.

CONSENT AGENDA

Dale Beckerman moved the approval of the Consent Agenda for Monday, June 6, 2011:

1. Approve Regular Council Meeting Minutes - May 16, 2011
2. Approve Special Council Meeting Minutes - May 25, 2011
3. Approve the purchase of a pickup truck with seven year parts and labor service warranty from Shawnee Mission Ford in the amount of \$25,975 using the MARC purchasing contract and the disposal of Asset #1040 by auction.
4. Approve the purchase of a pickup truck with seven year parts and labor service warranty from Shawnee Mission Ford in the amount of \$23,887.00 using the MARC purchasing contract and the disposal of Asset #928 by auction.
5. Approve the purchase of a dump truck with six year parts and labor service warranty from Shawnee Mission Ford in the amount of \$72,711.00 using the MARC purchasing contract and the disposal of Asset #1109 by auction.
6. Approve the purchase of a riding mower and grass catcher bag from Smitty's Lawn & Garden Equipment in the amount of \$12,220.00 and the disposal of Asset #1327 by auction.
7. Approve the following contracts for VillageFest 2011;

Debbie Jackson Productions	DJ Services	\$400.00
Encore Associates	Neon Blue (Band)	\$2,000.00
Forever Young Clowns	3 Clowns	\$450.00
Fun Services of Kansas City	Rock Wall, Spin the Apple	\$1,370.00
Pigment Pie	Wacky Hair	\$570.00
8. Approve the elimination of the school crossing guard position at 95th & Roe after discussion with the school and affected students/parents

9. Approve CP033 entitled "Expense Reimbursement" and repeal existing policy PP930 entitled "Expense Reimbursement"
10. Approve the use of \$46,650 from the General Fund Contingency for the purchase and installation of weather sirens and required narrowband upgrades

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

MAYOR'S REPORT

Mayor Shaffer reported on the recent edition of the Kansas Government Journal containing mill levy and bond indebtedness for all Kansas cities. The Journal also reported on the \$1.6 Million Federal grant received by the City for 75th Street Improvements. Mayor Shaffer represented the City at the following events during the past three weeks: NEJC Leadership Northeast Graduation, Retirement celebration for long-time employee Richard Callahan, an area bus tour and reception for the "Women in Municipal Government Conference" hosted by Roeland Park Mayor Foster, Johnson/Wyandotte Mayors' Meeting, NE Johnson County Mayors, Prairie Village Art Show and the Johnson County Charter Commission. He also participated in the Franklin Park Rededication and the Special Olympics Torch Run.

COMMITTEE REPORTS

Council Committee of the Whole

COU2011-27 Consider preliminary design agreement for Project 190866: 75th Street - State Line Road to Mission Road

On behalf of the Council Committee of the Whole, Dale Beckerman moved the Governing Body approve the preliminary design agreement with GBA for Project 190866: 75th Street rehabilitation from State Line Road to Mission Road in the amount of

\$124,760.00. The motion was seconded by Al Herrera and passed by a vote of 10 to 1 with David Morrison voting “nay”.

Villagefest

Diana Ewy Sharp stated that plans are proceeding well for the city’s annual VillageFest celebration on July 4th. She noted VillageFest polo shirts are available for purchase by Council members. She also distributed a volunteer sign-up sheet for workers at the celebration.

Staff Reports

Public Works

- Bruce McNabb reported that the pool facilities are all open and working well.
- Public Works staff is working on getting all of the fountains in the City operating. He noted recent vandalism to the fountain at Somerset has caused it to be temporarily shut down.

Administration

- Finance Director Lisa Santa Maria announced that the City is investigating a possible process that would allow the City to place financials on the City’s Website.
- Dennis Enslinger noted the CVS application will be presented to the Planning Commission on Tuesday evening.
- The school district is moving quickly on their process for the sale of the vacant school properties.
- The June Art reception will be held on Friday, June 10th from 6:30 to 7:30 p.m. The Arts Council participated in the recent Prairie Village Art Show last weekend.
- Chris Engel reported high use of the pools during the initial days with strong membership sales spurred by the high temperatures. He commended the City Clerk staff for their work accommodating individuals seeking pool and team memberships.
- Mr. Engel announced that Father Taras, one of the original Dolyna Ukraine visitors to Prairie Village died recently while in the United States. The Sister City Committee is working to assist in returning Father Taras to the Ukraine.
- Quinn Bennion noted the need for additional volunteers for Villagefest.
- Monday, June 13th the 2012 proposed operating budget will be presented to the City Council.
- Staff is viewing telephone system demonstrations selected from the RFP’s submitted for telecommunications systems,

- Mr. Bennion corrected an earlier comment on the prior approval of the GBA for professional engineering services. He has not been able to confirm prior approval in 2009 by the Council.

OLD BUSINESS

There was no Old Business to come before the Council.

NEW BUSINESS

There was no New Business to come before the Council.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Planning Commission	06/07/2011	7:00 p.m.
JazzFest Committee	06/09/2011	7:00 p.m.
Council Committee of the Whole	06/13/2011	6:00 p.m.
Sister City Committee	06/13/2011	7:00 p.m.
Communications Committee	06/14/2011	5:30 p.m.
Arts Council	06/15/2011	7:00 p.m.
Council Committee of the Whole	06/20/2011	6:00 p.m.
City Council	06/20/2011	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce an oils exhibit by Nancy Todd Roberts and Suzy Perkins the R. G. Endres Gallery for the month of May. The artist reception will be held on June 10th from 6:30 to 7:30 p.m.

VillageFest is Monday, July 4th!

ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 8:05 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

June 20, 2011

**Copy of Ordinance
2884**

Ordinance Page No.

An Ordinance Making Appropriate for the Payment of Certain Claims.
Be it ordained by the governing body of the City of Prairie Village, Kansas.

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
97359-97365	5/6/2011	16,773.03	
97367-97455	5/13/2011	481,401.03	
97457	5/16/2011	400.00	
97459-97464	5/20/2011	4,310.50	
97466	5/21/2011	8,457.89	
97468-97570	5/27/2011	465,494.16	
 Payroll Expenditures			
4/8/2011		232,038.95	
4/22/2011		242,310.82	
 Electronic Payments			
Electronic Pmnts	5/1/2011	827.89	
Electronic Pmnts	5/6/2011	355.36	
Electronic Pmnts	5/12/2011	339.15	
Electronic Pmnts	5/13/2011	5,236.95	
Electronic Pmnts	5/16/2011	267.92	
Electronic Pmnts	5/20/2011	3,887.32	
Electronic Pmnts	5/24/2011	6,652.13	
Electronic Pmnts	5/27/2011	380.86	
TOTAL EXPENDITURES:			\$ 1,469,133.96
 Voided Checks			
Staples	#97561	(594.98)	
TOTAL VOIDED CHECKS:			(594.98)
GRAND TOTAL CLAIMS ORDINANCE			1,468,538.98

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

Passed this 20th day of June 2011.

Signed or Approved this 20th day of June 2011.

(SEAL)

ATTEST: _____

City Treasurer

Mayor



VILLAGEFEST COMMITTEE

Council Meeting Date: June 20, 2011

CONSENT AGENDA: Consider Approval of VillageFest Contracts

RECOMMENDATION

Staff recommends the City Council approve the following contracts for VillageFest 2011.

Hiccup Productions LLC	Jim Cosgrove	\$2,300
	Funky Mama	
	Sound System	
Trent Carter	Food Vendor	They pay \$175
Captured Memories	Photo Booth	\$400
Beaks N Wings	Exotic Birds	\$0
Popcorn Man	Del Sawyer	They pay \$175
Skydivers Kansas City	Skydivers	\$2,115
Wacky Banana	Inflatables	\$1,750

FUNDING SOURCE

01-06-41-6014-005 - VillageFest

ATTACHMENTS

1. Contracts

PREPARED BY

Jeanne Koontz, Deputy City Clerk
June 8, 2011

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 1st day of June, 2011, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Hiccup Productions, Inc., (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2011; 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:

Same space as last year

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

Jim "Mr. Stinky Feet" Cosgrove & The Hiccups!
Funky Mama
Mark Thies, Sound System

3. Hours of Operation: The Vendor shall provide services to the general public as follows: Funky Mama – 9:30 – 10:00 a.m., Jim Cosgrove – 10:00 – 11:00 a.m. and sound system – 9:00 a.m. – 1:30 p.m. on July 4, 2011.

4. Access to Facilities:

- a. Vendor shall have access to Vendor's location on July 4, 2011 for set-up between 7:00 a.m. and 9:00 a.m. and for breakdown after 1:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
- b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$2,300, to be paid on or before July 4, 2011 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 20, 2011.**
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: Jeni Cosgrove
(signed)

Jeni Cosgrove
(typed name)

Booking Agent
(typed title)

Hiccup Productions Inc.
(typed company name)

PO BOX 8156
(typed address)

PU, KS 66208
(typed city, state, zip)

913-219-4815
(typed telephone number)

6/1/11
(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

FOOD SERVICE AGREEMENT
VillageFest 2011

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 Trent Carter 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 2011" (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 2011, 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, 2011. Hours: Set up between 7:00 and 9:00 a.m.; Hours of Operation from 9:00 am until 1:30 pm; Breakdown after 1:30 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 20, 2011, 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 on July 4, 2011 for set-up from 7:00 a.m. to 9:00 a.m. and for breakdown after 1:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow. 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: 513660853.

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 20, 2011.

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 certificate shall be provided to City on or before June 20, 2011.

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: Trent K. Carter

Printed Name: _____

Printed Name: Trent K. Carter

Title: _____

Title: _____

Date: _____

Date: 06/08/11

PROPOSED FOOD ITEMS

<u>FOOD</u>	<u>PRICE</u>
<u>Snow Cones</u>	<u>\$ 2.00</u>
<u>Cotton Candy</u>	<u>\$ 2.00</u>
<u>Lemon Ade</u>	<u>Reg-3.00 / kg-5.00</u>
<u>Lime Ade</u>	<u>Reg-3.00 / kg-5.00</u>
<u>Funnel Cakes</u>	<u>\$ 5.00</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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 2
 AMPERAGE 15-20/outlet

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 June, 2011, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Capture Memoris Photo Booth, LLC, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2011; 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:

5 x 5.indoor space
2. Type of Service Provided: the Vendor agrees to provide the following services:

Photo Booth
3. Hours of Operation: The Vendor shall provide services to the general public from 9:30 a.m. to 1:30 p.m. on July 4, 2011.
4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location for set-up on July 4, 2011 from 7:00 a.m. to 9:00 a.m. and for breakdown after 1:30 pm. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, 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 \$400, to be paid on or before July 4, 2011 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 20, 2011.**

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

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

10. **Staff:**

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

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

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

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

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

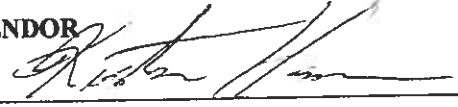
913-381-6464

(date of execution)

ATTEST: _____

City Clerk, Joyce Hagen-Mundy

VENDOR

By: 
(signed)

Kristin Harmon
(typed name)

Owner
(typed title)

Captured Memories Photo Booth
(typed company name)

5212 N. Jefferson St
(typed address)

Kansas City, MO 64118
(typed city, state, zip)

816-510-4881
(typed telephone number)

6/9/2011
(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 27 day of May, 2011, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Beaks 'N' Wings, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2011; and

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

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

Minimum of 10 x 20 (larger if possible)
2. Type of Service Provided: the Vendor agrees to provide the following services:
Education on care of owning exotic birds
Handing out literature on owning exotic birds
Showing different species of exotic birds
3. Hours of Operation: The Vendor shall provide services to the general public from 9:30 a.m. to 1:30 p.m. on July 4, 2011.
4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location on July 4, 2011 for set-up from 7:00 a.m. to 9:00 a.m. and for breakdown after 1:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$0.00, to be paid on or before July 4, 2011 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 20, 2011.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

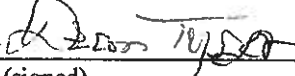
913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By:  _____
(signed)

Dean Tyson

(typed name)

Executive Director

(typed title)

Beak n Wings, Inc

(typed company name)

6600 Metcalf

(typed address)

Overland Park, KS 66202

(typed city, state, zip)

913-322-3398

(typed telephone number)

(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

**FOOD SERVICE AGREEMENT
VillageFest 2011**

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 Del Sawyer 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 2011" (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 2011, 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, 2011. Hours: Set up between 7:00 and 9:00 a.m.; Hours of Operation from 9:30 am until 1:30 pm; Breakdown after 1:30 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 20, 2011, 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 on July 4, 2011 for set-up from 7:00 a.m. to 9:00 a.m. and for breakdown after 1:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow. 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: _____.

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 20, 2011.

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 certificate shall be provided to City on or before June 20, 2011.

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.

PROPOSED FOOD ITEMS

FOOD

PRICE

Shaved Ice

300, 200, 100

Fudge Peppies

300

Popcorn

100

Water

100

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 1

AMPERAGE 30 Amp

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!!!!

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: Delbert Sawyer

Printed Name: _____

Printed Name: Delbert Sawyer

Title: _____

Title: Pres

Date: _____

Date: 6/14/11

Skydive Kansas City, Inc.

1401 Cypress Dr
Greenwood, MO 64034
(816) 529-5867
(816) 623-9089 Fax (call first)

E163

May 24, 2011

Bill To:
Quinn
City of Praire Village

Demonstration Skydive for July 4th event @ or near 8:45am. Quote includes 3-4 skydivers, American flag, Ground crew, FAA paperwork and aircraft staging.	1,500.00
1 million insurance as required by city	495.00
Smoke is avail to be used as aerial enhancement @ 40.00 extra per jumper X3 <i>, white smoke requested</i>	120

Total

~~\$1,995.00~~

\$ 2,115

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 7th day of JUNE, 2011, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Skydivers of Kansas City (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2011; and

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

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

Field west of skate park

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

3-4 skydivers, carry American Flag and ground crew as necessary

Hours of Operation: The Vendor shall provide services to the general public at 9:45 a.m. on July 4, 2011.

Access to Facilities:

Vendor shall have access to Vendor's location on July 4, 2011 at 9:45 a.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after 1:30 p.m. or the vehicle(s) will be subject to tow.

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.

Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$1,995, to be paid on or before July 4, 2011.

Vendor of the cancellation in a timely manner, and shall pay the Vendor a portion of the fee or the entire fee based on the date which the event is cancelled.

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 20, 2011.**

9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
 - b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
 - c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer _____

Mayor _____

City of Prairie Village _____

7700 Mission Road _____

Prairie Village, Kansas, 66208 _____

913-381-6464 _____

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By _____
(signed)

(typed name)

(typed title)

(typed company name)

(typed address)

(typed city, state, zip)

(typed telephone number)

(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

CITY OF PRAIRIE VILLAGE
V E N D O R

B  y President Skydive Kansas City, Inc.

B _____ y

(signed)

(signed)

Ronald L. Shaffer

(typed name)

Mayor

(typed title)

City of Prairie Village

(typed company name)

7700 Mission Road

(typed address)



JAZZ FESTIVAL COMMITTEE

**Council Meeting Date: JUNE 20, 2011
CONSENT AGENDA**

Consider Agreement with S.E.C.T. Theatre Supplies, Inc. for stage, sound, lighting and roof for Jazz Festival

RECOMMENDATION

Recommend the City Council approve a production services agreement with S.E.C.T. Theatre Supplies, Inc. to provide, set-up and take down stage, sound, lighting and roof necessary for the Prairie Village Jazz Festival.

BACKGROUND

S.E.C.T. Theatre Supplies, Inc. provided the stage, sound and lighting for the inaugural Jazz Festival last September. The committee has received the attached contract to provide those services for this year's festival. The cost of the contract is \$3500.00 with a 50% deposit required upon the execution of the agreement with the balance due the day of the event.

FINANCIAL IMPACT

Execution of this contract will commit an amount not to exceed \$3,500.00. The JazzFest account in the Municipal Foundation has a balance of \$11,345.28.

ATTACHMENTS

Contract

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: June 14, 2011

S.E.C.T. Theatre Supplies, Inc.

1214 W 8TH ST

Kansas City, Missouri 64101

(816) 471-1239 FAX (816) 471-7328

(800) 279-5726

PRODUCTION SERVICE PROPOSAL

Purchaser: KATHY PETERSON

Contact: SAME

Phone: 816-520-7034 Email:

Venue: HARMON PARK

Event: PRAIRIE VILLAGE JAZZ FESTIVAL

Date: SAT. SEPT. 10TH

Service: SOUND, LIGHTING, ROOF, & STAGING

Show Times: 3 P.M. TO 9 P.M. (LOAD IN STAGE AND TOP FRIDAY @ NOON THEN
LOAD OUT SUNDAY @ NOON)

S.E.C.T. agrees to provide

SOUND

8 EV XLC127 LINE ARRAY CABINETS (ground stacked)

8 EAW 400 SUB CABINETS

8 EV P3000 POWER AMPS

2 DBX PROCESSORS

HOUSE RACK W/STEREO E.Q., 4 EFX UNITS, 16 CHANNELS OF COMPS. & GATES, CD
PLAYER, & CLEAR COM

40 CH. ALLEN & HEATH HOUSE CONSOLE

40 X 8X 200" SNAKE W/ SPLITTER

32 CH ALLEN & HEATH MONITOR CONSOLE

6 MIX AMP RACK

6 MONITOR WEDGES

ALL NECESSARY MICS (AS PER ARTISTS REQUIREMENTS), STANDS, AND CABLE
FOR A COMPLETE AND RUNNING SYSTEM

POWER DISTRO W/50' FEEDER

2 6'X4'X2' SOUND WINGS

2 SOUND ENGINEERS FOR THE RUN

2 EAW 460 CABINETS FOR DELAYS

CREST SPLIT AMP RACK FOR DELAYS

TOWER OR LIFT FOR DELAYS

LIGHTING

24K HUNG FROM ROOF

DIMMER RACK

CONTROLLER
FEEDER
1 LIGHTING OPERATOR
32' X 20' ROOF ON GENIE LIFTS
32'X20'X2.6' STAGE
32' BLACK SCRIM
8 HANDS FOR SETUP AND TEARDOWN
EQUIPMENT RAMP

PURCHASER TO PROVIDE:

200 AMP THREE PHASE POWER FOR SOUND

TOTAL COST: \$3500.00

TERMS: 50% deposit with balance due day of show.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

NOTE: This proposal may be withdrawn if not accepted in 20 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

SECT Agent: Shawn Poores

Date: _____

Date: _____

MAYOR'S ANNOUNCEMENTS

June 20, 2011

Committee meetings scheduled for the next two weeks include:

Environmental Committee	06/22/2011	7:00 p.m.
VillageFest Committee	06/23/2011	7:00 p.m.
Council Committee of the Whole (Tuesday)	07/05/2011	6:00 p.m.
City Council (Tuesday)	07/05/2011	7:30 p.m.

The Prairie Village Arts Council is pleased to announce a oils exhibit by Nancy Todd Roberts and Suzy Perkins in the R. G. Endres Gallery for the month of June.

Don't forget to attend the 15th Annual VillageFest celebration on July 4th! It is also the City of Prairie Village 60th anniversary celebration.

The City offices will be closed on Monday, July 4th in observance of Independence Day. Deffenbaugh also observes this holiday so trash and recycling pick-up will be delayed one day.

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

INFORMATIONAL ITEMS
June 20, 2011

1. Planning Commission Minutes - May 3, 2011
2. Council Committee of the Whole Minutes - June 6, 2011
3. Park and Recreation Committee Minutes - April 13, 2011
4. Sister City Committee Minutes - May 9, 2011
5. JazzFest Committee Minutes - May 12, 2011
6. Mark Your Calendars

PLANNING COMMISSION MINUTES
May 3, 2011

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, May 3, 2011, in the Council Chamber, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Randy Kronblad, Bob Lindeblad, Marlene Nagel, Nancy Wallerstein and Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, Planning Consultant; Dennis Enslinger, Assistant City Administrator; Al Herrera, Council Liaison; Jim Brown, City Building Official and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Randy Kronblad asked that his comments in the third paragraph on page 4 of the minutes be revised to reflect that the overall site be reviewed in light of Village Vision and how it will develop over time. Nancy Vennard asked that the companies of the individuals making the presentation on Corinth Square be identified. Randy Kronblad moved for the approval of the minutes of April 5, 2011 with the corrections noted. The motion was seconded by Marlene Nagel and passed unanimously.

PUBLIC HEARINGS

Chairman Ken Vaughn noted there are two public hearings on the agenda and reviewed the procedures to be followed. Bob Lindeblad recused himself for the first public hearing on PC2011-02 as he is a member of the church providing the site for the requested day care program.

PC2011-02 Request for Special Use Permit for Day Care Program
4805 West 67th Street

Traci Mann, Program Director and Ron Johnson, Executive Director for the Kansas City Autism Training Center (KcATC) presented their request for approval to operate a child care center in the Faith Lutheran Church located at 4805 W. 67th Street. KcATC plans to provide care for up to 50 children between the ages of 2 ½ to 12. The care center will operate year around Monday-Friday, 7:30 am to 5:30 pm. The center will be closed Holidays and spring and winter breaks and during the summer. The projected enrollment includes 18 children diagnosed with autism receiving one-on-one therapy and 32 non-autistic children enrolled in the preschool.

KcATC will provide professional, research-based interventions and training for children with a pervasive developmental disorder and their families. This care center will also provide education to parents, educators, therapists and other direct service providers in the Kansas City area.

Ron Williamson stated the KcATC is currently operating at the Congregation Kol Ami at 7501 Belinder Avenue. The City granted the original Special Use Permit in 2005 and it was renewed in 2008. The application was limited to 10 children primarily because of the space available in the building. The KcATC needs to expand the care facility and is requesting approval of this application in order to accommodate demands. The expansion includes additional autism children as well as a regular day care center.

According to the plans submitted the child care center will occupy two floors of the education wing of the church. Four classrooms, an office and a storage room will be used on the ground floor and four rooms will be used on the first floor. There is an existing courtyard that is accessed from the ground floor that will serve as the outdoor exercise and play area. The courtyard is bound by the building on the east, west and south sides and a wall and fence complete the enclosure on the north side.

Mr. Williamson noted in keeping with past actions of the Planning Commission, staff recommends the initial permit be issued for three years with subsequent renewals for five-year periods.

The applicant held a neighborhood meeting on April 18, 2011, in accordance with the Planning Commission Citizen Participation Policy and no residents attended the meeting.

No members of the public were present to address the Commission on this application and the public hearing was closed at 7:10 p.m.

Ken Vaughn confirmed the applicant had received staff comments and agreed to the recommended conditions for approval.

The Planning Commission reviewed the following findings on this application:

- 1. The proposed Special Use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations.**

The child care program is contained within an existing building and fenced playground which is in compliance with the zoning regulations.

- 2. The proposed Special Use at the specified location will not adversely affect the welfare or convenience of the public.**

The child care program will be an asset to the community because it will provide a much needed service for taking care of the children with pervasive development disorders. Approval of this location will allow the expansion of a much needed service.

- 3. The proposed Special Use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

The child care center, is located within an existing structure, and will not create any problems for the adjacent property in the neighborhood. The applicant has requested approval for three year period so it can be reevaluated at that time.

4. **The location and size of the Special Use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this Special Use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the Special Use Permit will so dominate the immediate neighborhood, consideration shall be given to:**
 - a. **Location size and nature of the height of the building, structures, walls and fences on the site; and**
 - b. **The nature and extent of landscape and screening on the site.**

The proposed child care center will be within an existing building and no new construction will occur. Therefore the proposed use will not have a dominating effect on the existing neighborhood.

5. **Off street parking and loading areas will be provided with standards set forth in these regulations, and areas shall be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect.**

The child care center will use the existing off street parking and loading areas adjacent to Roe Avenue that are currently being provided by the church. The operation of the child care center will not be operating at the same time as other events at the church and should not create a conflict. The parking lot is large and should easily accommodate the traffic and parking needed.

6. **Adequate utility, drainage and other necessary utilities have been or will be provided**
Since this use will be occupying an existing facility, utility services are already provided.

7. **Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent hazards and to minimize traffic congestion in public streets and alleys.**

Adequate entrance and exit drives currently exist off Roe Avenue and this proposed Special Use Permit will utilize the existing infrastructure that is already in place.

8. **Adjoining properties will be adequately protected from any hazardous or toxic materials, hazardous manufacturing processes, obnoxious odors, or unnecessary intrusive noises.**

This particular use does not have any hazardous materials, processes, odors or intrusive noises that accompany it.

9. **Architectural style and exterior materials are compatible with such style and materials used in the neighborhood in which the proposed structure is to be built or located.**

The special use has not required any changes in the exterior architecture or style of the existing building.

Having found favorably on the findings of fact, Randy Kronblad moved the Planning Commission recommend approval to the Governing Body for PC2011-02 for a Special Use Permit for the KcATC Child Care Program at 4805 W. 67th Street subject to the following conditions:

1. That the child care center be approved for a maximum of 50 children and be contained within the existing building and courtyard as presented by the applicant.
2. That the child care center be permitted to operate year round from 7:00 am to 6:00 pm subject to the licensing requirements by the Kansas Department of Health and Environment.
3. That the Special Use Permit be issued for the child care center for a period of three years from the date of City Council approval and that if the applicant desires to continue the use after that time period expires, they shall file a new application for reconsideration by the Planning Commission and City Council.
4. If this permit is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.

The motion was seconded by Marlene Nagel and passed by a vote of 5 to 0.

Bob Lindeblad returned to the meeting. Ken Vaughn recused himself from the meeting as he is a member of the church request the Special Use Permit. Bob Lindeblad, as Vice-chairman assumed the chair.

**PC2011-03 Request for Special Use Permit for Storage Facility
5400 West 75th Street**

Allan Schrunk, 4200 West 74th Street, presented the application for Asbury United Methodist Church is requesting a Special Use Permit to install a 10' x 12' prefabricated composite structure storage building adjacent to the playground. The building proposed is an SR-600 "Tuff Shed" that will be Khakia Green in color. The building is to be used for the storage of playground equipment. Also present was the Day Care Director.

The applicant held a meeting on April 15, 2011 in accordance with Planning Commission Citizen Participation Policy and no one appeared.

Ron Williamson confirmed the shed would be placed back fifteen feet from the curb and that landscaping will be planted to screen the shed.

Marlene Nagel confirmed the footprint of the shed is not of sufficient size to negatively impact stormwater flow.

No members of the public were present to address the Commission on this application and the public hearing was closed at 7:20 p.m.

Vice-Chair Bob Lindeblad led the Commission in a review of the following findings of fact:

- 1. The proposed Special Use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations.**

The proposed storage building is planned to be located on Lot 17 which was originally platted and developed as a single-family lot and fronts on Ash Street. If a front yard setback was required, the storage building would need to setback 30' from Ash Street. Since the church owns all the lots on the west side of Ash Street, the Ash Street frontage could be considered as a side street for a corner lot and the setback could be reduced to 15'. Therefore, the storage building will need to be moved to the west so that it is 15' from the property line adjacent to Ash Street. There is adequate area on the lot to accommodate this small structure.

- 2. The proposed Special Use at the specified location will not adversely affect the welfare or convenience of the public.**

Due to its limited use, small size and location, the proposed storage unit will not cause any adverse effects on the welfare or convenience of the public.

- 3. The proposed Special Use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.**

There are four dwellings on the east side of Ash Street and only the one, on the corner of 75th street and Ash Street, will see the storage building. It is a very small building, typical of what many residents have, and it will not cause substantial injury to the value of other property.

- 4. The location and size of the Special Use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it, are such that this Special Use will not dominate the immediate neighborhood so as to hinder development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the Special Use Permit will so dominate the immediate neighborhood, consideration shall be given to:**
 - a. Location size and nature of the height of the building, structures, walls and fences on the site; and**
 - b. The nature and extent of landscape and screening on the site.**

The proposed storage building is small and is not of a size that will dominate the neighborhood or hinder development or redevelopment of adjacent properties.

- 5. Off street parking and loading areas will be provided in accordance with the standards set forth in these regulations, and said areas shall be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect.**

The proposed storage building does not require additional parking area so this factor is not applicable.

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

This storage building is small and will have little impact on the drainage. The building will not require utilities to be extended to it.

7. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.

The storage building does not require direct access for vehicles

8. Adjoining properties and the general public shall be adequately protected from any hazardous or toxic materials, hazardous manufacturing process, obnoxious odors or unnecessary intrusive noises.

The proposed storage building does not appear to have any hazardous or toxic materials, hazardous processes or obnoxious odors related to its use.

9. Architectural style and exterior materials are compatible with such style and materials used in the neighborhood in which the proposed building is to be built or located.

The proposed building is a composite structure and the roof is shingled. The building is prefabricated but should be compatible with the residential character of the area. The building is similar in appearance to residential storage buildings.

Having found favorably on the findings of fact, Marlene moved the Planning Commission recommend the Governing Body approve PC2011-03 for a Special Use Permit for the installation of a 10' x 12' storage building at 5400 West 75th Street subject to the following conditions:

1. That the proposed storage building setback a minimum of 15 feet from Ash Street.
2. That the proposed storage building is a Khaki Green Tuff Shed SR 600 and will be set on a concrete slab.
3. That the Special Use Permit be approved for an indefinite period of time.
4. That the applicant prepare a landscape plan to screen the building from Ash Street and submit it to staff for review and approval. Installation of the landscaping shall be completed within thirty days after the building has been installed.
5. If the applicant is found to be in non-compliance with the conditions of the Special Use Permit, the permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected.

The motion was seconded by Nancy Vennard and passed by a vote of 5 to 0.

Vice-Chairman Bob Lindeblad led the Commission in a review of the following site plan criteria:

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

The proposed storage shed is very small and the site can easily accommodate it.

B. Utilities are available with adequate capacity to serve the proposed development.

This site is currently served by utilities; however, utilities will not be necessary for the proposed storage building.

C. The plan provides for adequate management of stormwater runoff.

The proposed building is only 10' x 12' and stormwater runoff will not be an issue.

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

There will be no vehicular traffic to the storage building.

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

The storage building is proposed to be located near the playground where it will be used. It will need to be moved further west so that it is at least 15' from Ash Street. Since the rear of the building will face the residents on the east side of Ash Street, landscaping needs to be installed to provide screening.

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

The proposed storage building is a prefabricated composite structure that is similar to those located on residential lots and therefore is compatible with the surrounding neighborhood.

G. The plan represents an overall development pattern that is consistent with Village Vision and other adopted planning policies.

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. This is a very minor improvement that will provide for a better operation of the church playground.

Nancy Wallerstein moved the Planning Commission approve the site plan as submitted for PC2011-03 subject to the following conditions:

1. That the proposed storage building be moved to setback at least 15' from Ash Street.
2. That the applicant prepare a landscape plan to screen the building from Ash Street and submit it to Staff for review and approval. Installation of the

landscaping shall be completed within thirty days after the building has been installed.

The motion was seconded by Nancy Vennard and passed by a vote of 5 to 0.

Ken Vaughn returned to the Chair.

NON-PUBLIC HEARINGS

**PC2011-106 Request for Site Plan Approval
8232 Mission Road**

Alan Gaylin, 6530 Linden Road, Kansas City, Missouri, addressed the Commission for site plan approval for outside seating the new restaurant, Urban Table, he is opening at southeast corner of the main complex in the Corinth Square Shopping Center. He stated it would be a multi-use facility serving breakfast, lunch and dinner as well as having a carry-out option. Mr. Gaylin noted there will be heaters installed above the patio area making it available for use most of the year.

Ron Williamson stated the proposed restaurant will have seating for 67 inside which includes dining area, bar and counter. The proposed outside seating is 54 dining and eight at the bar for a total of 62 seats. The eight bar seats and 30 dining seats will be located under the existing canopy. There will be six tables of four seats each randomly placed outside of the canopy. A wooden wall approximately 30" in height will be constructed between the canopy columns. A roll down weather shade will attach to the wall and heating will be installed to permit year around use. When weather is pleasant the shades will be rolled up into the canopy. The weather shades will have clear plastic areas to provide light and openness.

Mr. Williamson noted the Planning Commission has previously approved outdoor areas for the Blue Moose, Cactus Grill, Johnny's Tavern, Noodles, BRGR and Story.

The proposed outside seating area under the canopy would be located between the exterior building wall and the inside of the canopy columns, which is 116-inches in width. In order to maintain ADA accessibility through this area an unobstructed walkway of 48-inches must be maintained, thus leaving a maximum of 68-inches for outdoor tables and seating under the building canopy. The distance between the columns and the curb is approximately 78-inches which would leave 30-inches for vehicle overhangs and should be adequate to accommodate an unobstructed 48-inch walkway in front of the canopy columns.

Corinth Center has approximately 308,804 square feet of leasable area. The off-street parking requirement for mixed office/commercial center over 300,000 square feet is 3.5 spaces per 1,000 square feet. Therefore the required off-street parking is 1,082 spaces. LANE4 Property Group had a site survey prepared when the property was acquired and it indicates 1,238 spaces with 39 spaces designated as ADA accessible. The Center has exceeds the minimum number of required off-street spaces by 156. The additional square footage added by BRGR and Urban Table for outdoor dining is

approximately 1500 square feet which would require an additional five parking spaces. The Center would still exceed the minimum by 151 spaces.

Ron Williamson added that approval of the proposed signage will need to be addressed in the site plan approval as the shopping center has not yet revised their sign standards. Mr. Gaylin stated the signage will be in the same location as the existing signage for "ET Boutique" using the existing sign with a light background and dark lettering "URBAN TABLE" with the logo.

The Planning Commission reviewed the following criteria:

A. The site is capable of accommodating the building, parking areas and drives with appropriate open space and landscape.

The proposed site plan indicates the outdoor sidewalk location can accommodate the additional square footage for the outdoor eating area with very little effect on the center or the ability for pedestrians to circulate along the covered walkway. No new parking areas or drives are required for this use. This area is all hardscape and no landscaping is planned.

B. Utilities are available with adequate capacity to serve the proposed development.

Utilities are currently in place serving the Corinth Center and are adequate to serve this minor expansion for outdoor seating.

C. The plan provides for adequate management of stormwater runoff.

There will be no increase in impervious surface so stormwater is not an issue.

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

The proposed site will utilize existing driveways and the general circulation of the Center will not be changed. Adequate pedestrian accessibility will be maintained between the seating area and the parking lot.

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

The addition of outdoor seating will help create a more vibrant atmosphere for the center and is consistent with good land planning practices. The primary site design issue is the need to maintain a minimum 48-inch walkway for ADA accessibility between the canopy columns and the parking lot curb. According to the plan there is adequate space to meet the ADA requirements.

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

The proposed improvements to the building façade are minor and appear to be compatible with architectural character of the center. The sign standards for Corinth Center permit signs in the gable area subject to design guidelines that are contained in the standards.

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

One of the principles of the Village Vision was to focus on redevelopment and reinvestment in the community. These issues have become primary goals for the City and this project represents a step in that direction. This is the opportunity to enhance and intensify the use of the building that will generate additional revenues for the City.

Randy Kronblad expressed concern with safe egress through the patio area. Bob Lindeblad responded that this was not a Planning Commission issue and would be addressed by the Building Official and the Fire Inspector.

Nancy Vennard noted that clearance in front of the patio is often reduced by the vehicles extending over the curb and suggested that perhaps a parking bumper guards could be installed that would prevent vehicles overhanging the curb in the patio areas.

Bob Lindeblad moved the Planning Commission approve the site plan as submitted for PC2011-106 for the Urban Table at 8232 Mission Road subject to the following conditions:

- 1) That all lighting used to illuminate the outdoor area be installed in such a way as to not create any glare off the site and be in conjunction with the outdoor lighting regulations.
- 2) That a minimum 48-inch wide accessible walkway be maintained in the 72-inch wide sidewalk area located between the canopy columns and the parking lot curb so as to not be obstructed by vehicle overhangs onto the sidewalk.
- 3) That the Site Plan approval be for the plan and building elevations as presented including the location of six randomly placed tables outside of the canopy.
- 4) That the signs are approved as submitted on the applicant's drawings.

The motion was seconded by Randy Kronblad and passed by a vote of 6 to 0.

OTHER BUSINESS

Presentation by Lane4 on Corinth Square

Dennis Enslinger announced that CVS plans to submit for approval by the Planning Commission at the June meeting. He noted he had also spoken with Homestead Country Club who want to add platform tennis courts on their property. Mr. Enslinger noted this is an appropriate use under their Special Use Permit and zoning and asked if the Commission wanted to authorize staff to do the review and approval or have them submit a formal application for site plan approval.

Nancy Wallerstein expressed concern with the potential increase of stormwater run-off caused by the additional courts.

Bob Lindeblad asked the dimension of the courts. Mr. Enslinger responded there would be two 20' x 10' courts. Mr. Lindeblad noted these would be above ground structures and stated he felt they should come before the Planning Commission.

Ron Williamson added that the courts would be lit. Nancy Vennard confirmed that the neighbors would be notified.

The Commission members requested that the submittal include scaleable drawings and photographs taken from the edge of their property to get a perception of the visual impact on adjacent properties.

Nancy Vennard questioned the signage at the Meadowbrook property. Mr. Enslinger stated the signage is allowed under the current sign regulations as a temporary sign without a permit from the City. He noted that staff is limited in their ability to enforce the current regulations and would like to see them reconsidered at some point in the future.

Ken Vaughn welcomed Al Herrera who was appointed by Mayor Shaffer to serve as the Council Liaison to the Planning Commission for the coming year.

ADJOURNMENT

With no further business to come before the Planning Commission, Chairman Ken Vaughn adjourned the meeting at 7:40 p.m.

Ken Vaughn
Chairman

COUNCIL COMMITTEE OF THE WHOLE
June 6, 2011

The Council Committee of the Whole met on Monday, June 6, 2011 at 6:30 p.m. The meeting was called to order by Council President Dale Beckerman with the following members present: Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, , Andrew Wang, Laura Wassmer, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz. Mayor Shaffer arrived late. Staff Members present: Captain Wes Lovett, Bruce McNabb, Director of Public Works; Keith Bredehoeft, Project Manager; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Chris Engel, Assistant to the City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

COU2011-27 Consider Preliminary Design Agreement for Project 190866: 75th Street from State Line Road to Mission Road

Keith Bredehoeft noted that eleven consultants submitted proposals for the design of the 75th Street Project. The eleven were narrowed down to four and on October 29, 2009, the Consultant Selection Committee conducted oral interviews with GBA, TranSystems, Affinis, and Wilson and Company. Following the interviews the committee requested preliminary cost proposals from GBA, TranSystems, and Affinis.

The selection committee of Bob Pryzby, Keith Bredehoeft, Dale Warman and David Belz met to discuss the recommendation and it was decided to select GBA even though they did not select the lowest cost proposal for the reasons listed below:

- Based on the initial proposal and interview it was generally agreed that GBA did the best vision for 75th Street and that they showed they had the most creative ideas for the corridor. While all the consultants have the technical ability to design the project we felt we needed the best consult to provide new ideas.
- The preliminary cost proposals were based on a scope provided by the City and the interpretation of the scope varied with the consultants. TranSystems declined to submit a cost proposal due to the clarity of the scope. Without fully critiquing each proposal and discussing with the consultants a direct comparison of the cost proposals is not fair and equitable.

GBA was selected after which the scope of services and final fee was negotiated. The final cost negotiated was just above their submitted cost proposal.

Ruth Hopkins asked why TranSystems did not submit a cost estimate. Mr. Bredehoeft responded they had several questions regarding the scope of the project and due to their uncertainty did not feel comfortable submitting a cost estimate.

Laura Wassmer asked what level of detail would be received from GBA. Based on the proposal submitted with several excellent exhibits and visuals, it is felt that they will provide a high level of visual detail. Mr. Bredehoeft noted the scope of the work will include a survey of 75th Street from State Line Road to Mission Road. The study will analyze what improvements can be made along the corridor to make 75th Street more functional and aesthetically pleasing roadway. The project will study ways to improve the basic infrastructure, improve safety for the pedestrian/bicycle experience, and increase mobility along 75th Street by better accommodating alternative modes of transportation. Bus turn-outs and streetscape improvements will be looked at along the corridor.

Diana Ewy Sharp noted that she had confirmed that the study would include a review of Carroll Plaza as that was not included in the Parks Master Plan because at the time the initial 75th Street study was to include it.

Dale Warman noted that during the initial 75th Street study there were several questions raised regarding the expenditure of large sums of money on the initial 75th Street study. Mr. Bredehoeft stated he felt the City has selected the best consultant for this corridor.

David Morrison questioned why the low bid was not being recommended noting that this is a basic street resurfacing project. Mr. Bredehoeft stated that the other firm's estimate was preliminary. Only GBA was asked to refine the estimate to match the full scope. Mr. Bredehoeft reviewed the scope of the project and the desire for the design to address possible enhancements to the corridor at a later date without damaging the proposed street work. He added that this is only the first phase of this project and it will not result in construction documents. Mr. Morrison replied he does not see the necessity for the expenditure of an additional \$31,000.

David Belz responded that across the Board GBA presented the most detailed and creative concepts for the possible development of this primary Prairie Village corridor and entrance to the City. He noted this development may not happen immediately, but the planning must be done to preclude the City from taking actions that would prohibit future improvements. He feels this corridor needs to become a strong and positive image to traffic entering Prairie Village.

Keith Bredehoeft noted that the proposed cost includes all projected features and it may be determined that some of the items are not done thus lowering the cost. However, funding of \$124,760 is available in the Capital Infrastructure Program for this project.

Dale Warman noted the City has very limited right-of-way along some sections of 75th Street particularly near State Line and this study is essential to determine what can be done to enhance this entrance. Laura Wassmer confirmed the entrance to the City will be addressed in the study.

Dale Warman made the following motion, which was seconded by Ruth Hopkins and passed by a vote of 10 to 1 with David Morrison voting in opposition.

**RECOMMEND THE GOVERNING BODY APPROVE THE
PRELIMINARY DESIGN AGREEMENT WITH GBA FOR
PROJECT 190866: 75TH STREET REHABILITATION FROM
STATE LINE ROAD TO MISSION ROAD IN THE AMOUNT
OF \$124,760.00**

**COUNCIL ACTION TAKEN
06/06/2011**

David Morrison reiterated his feelings that the expenditure of additional funds for creative design is not a necessity for this project. Diana Ewy Sharp noted this is not simply a street project, but noted the need to address the streetscape and particularly the placement of sidewalks.

COU2011-28 Consider providing direction on funding Public Art in City Parks in conjunction with park construction projects

Bruce McNabb noted recent questions regarding the funding of public art in City parks in conjunction with significant park construction projects, specifically the recently completed Franklin Park and the proposed improvements to Weltner. Several individuals thought the City had established a "1% for arts program" in conjunction with these projects. It was reported that the program was included in the Parks Master Plan, approved at the October 19, 2009 City Council meeting. Possible budgets for public art at these parks were identified in draft worksheets prepared by Public Works staff during the Parks Master Plan development process.

However, Mr. McNabb stated that research has confirmed the appropriate approvals by the Governing Body did not take place. The only reference to art in the Parks Master Plan is in Chapter 11 regarding Entry Signs. The subject of art work is included in the minutes of the October 19, 2009 City Council meeting but it was not included in the action taken at that meeting which established the sequence of park projects. Art is not mentioned in the description of or list of expenses for either the Franklin or Weltner projects in the official CIP documents. Therefore, no activity has been initiated to budget or secure art work for the parks.

Mr. McNabb stated that if Council proceeds with a 1% art in the park program, Franklin Park would receive approximately \$8,600 and Weltner Park \$2,500 based on construction costs for these projects.

Mr. McNabb raised the following questions for the Council to address.

1. Does the City Council want to provide public art in all significant City park construction projects and/ or in Franklin Park and/ or Weltner Park?
2. If so, Does the City Council want to establish a policy designating the amount of funding? Should it be a fixed percentage of estimated or final construction costs or a fixed dollar amount?
3. If established, How does it want the program implemented?

4. If public art is desired at Franklin and/or Weltner Parks, staff needs direction regarding the amount of funding to be allocated and how it will be funded.

FUNDING SOURCES

- The current Franklin Park project account balance is approximately \$20,000 including liquidated damages.
- The Weltner Park project has not yet been bid so public art for this project could be allocated from the currently approved construction budget (\$250,000).
- Either art project could also be funded from the City's Contingency Fund.

Quinn Bennion noted that 1% is included in the CID agreements for public art. Staff is looking for current Council direction. There is some discrepancy about what was approved in October, 2009.

Ruth Hopkins stated she does not remember any discussion of art in the parks and feels the 1% designated by the CID agreements is sufficient.

Diana Ewy Sharp reviewed the discussion noting in October 2009, staff asked for a line item breakdown for the park projects as they were being considered for bonding. In October, the Park & Recreation committee approved a line item expenditure for each park that was included in the Council packet and included art in the parks. The motion to accept the park priorities was general and did not specifically list any items; however, as these items were included in the packet information she felt the intention was present.

Quinn Bennion noted that the chart mentioned is titled "Park Master Plan Suggest Funding" and listed items for possible funding if submitted for bond funding. The list included items that ultimately were not approved and included in the park. This was a very preliminary list with artwork included as a possible component of each park.

David Belz stated he supports a commitment of 1% of construction cost for public art which he sees as an enhancement to the community. He acknowledges the difficult economic situation, but feels this move is a statement as to what Prairie Village values above and beyond concrete and needs to be made.

Laura Wassmer expressed her support of art and would like to see more art throughout the city, such as possibly replacing the fountain in Carroll Plaza with art. However, based on the history of vandalism in the parks, she is hesitant to place artwork in these locations.

Ruth Hopkins shared a resident's concern with the condition of the sidewalk at Windsor Park. She was told by Public Works that there is not money available for repair. The proposed 1% is coming from the City's budget or taxpayer money, not from contractor funds. She cannot support this additional expenditure when the City does not have funds to maintain its existing infrastructure.

Steve Noll noted that Johnson County is wrestling with this same issue and they have chosen recently not to add art to their new crime lab due to costs. He does not support a blanket policy with an established percentage. He feels the decision should be made on an individual basis in cooperation between the Arts Council and Park Committee. He noted the water stream in Franklin Park was not working this past weekend and echoed Mrs. Hopkins concern regarding not being able to maintain existing facilities.

Randy Kronblad, Chairman of the Arts Council, stated he was recently approached by the Paul Leopold Gallery regarding working on public art projects with students. The goal is to provide and encourage art opportunities for students and new artists with Paul serving as a mentor/leader on their designs and the development of their artwork. He stated there is a plan in place if the Council chooses to allocate funding.

David Morrison expressed his full support for designating 1% toward public art in the parks with no exceptions.

Laura Wassmer asked Shelley Trewolla if she shared her concerns. She replied some of those concerns could be addressed by the selection of the material used for the artwork and noted that as student work it may decrease the possibility of student vandalism. She agreed they should be placed in a very visible location.

Al Herrera confirmed there is \$20,000 remaining in the Franklin Park budget.

Steve Noll resented individuals trying to ram through a 1% plan based on the current availability of possible funding for Franklin Park. He noted that it is often very difficult to get the liquidated damages on a contract. He opposes the establishment of an across the board policy. Mr. McNabb stated the liquidated damage funds have been retained by the City until the project is closed.

Ruth Hopkins confirmed that the remaining \$20,000 could be used elsewhere.

Laura Wassmer agreed there should not be a blanket 1% policy. She likes the concept of getting the community involved, however, she is still not sure Franklin Park is the best location for the art.

David Belz supports the 1% policy as he feels that if a firm 1% commitment was not made it would be very easy to pull the funding. He noted the amount could be changed later.

Diana Ewy Sharp made the following motion, which was seconded by David Morrison:

**RECOMMEND THE COUNCIL DIRECT STAFF TO PREPARE A
POLICY THAT DESIGNATES 1% OF CONSTRUCTION COSTS FOR
PARK IMPROVEMENTS TO BE USED FOR PUBLIC ART.**

Michael Doyle, 4211 West 73rd Street, addressed the Council stating that although he is an artist, he does not support a commitment to funding public art in the parks. He feels such action at this time would have a negative impact on Prairie Village residents causing a reduction in other services or an increase in taxes. He would prefer the money to be used where it is needed to offset a possible mill increase.

Dale Warman added he cannot support the expenditure of additional unbudgeted funds for tangible expenses.

Laura Wassmer asked what the cost would be to replace the sidewalk at Windsor Park. Keith Bredehoeft responded the parks master plan estimate is \$200,000.

The motion was voted on and defeated by a vote of 4 to 7 with the following votes cast in opposition: Herrera, Warman, Hopkins, Noll, Wang, Wassmer, and Beckerman.

Diana Ewy Sharp made the following motion, which was seconded by Dale Beckerman:

RECOMMEND THE COUNCIL APPROVE THE EXPENDITURE OF UP TO \$8,600 FOR A PIECE OF ART FOR FRANKLIN PARK.

Laura Wassmer restated that she is not sure Franklin Park is the best location. Diana Ewy Sharp stated she felt the art should be placed in Franklin Park as the funding is from funds designated for the park.

The motion was voted on and defeated by a vote of 5 to 6 with the following votes cast in opposition: Herrera, Warman, Hopkins, Noll, Wang, and Wassmer.

Council President Dale Beckerman noted it was 7:30 p.m. and recessed the committee meeting until after the completion of the scheduled City Council meeting.

The Council Committee of the Whole meeting was reconvened by Council President Dale Beckerman at 8:15 p.m.

2012 Budget Discussion Economic Development Fund & Solid Waste Fund

Quinn Bennion noted the proposed Economic Development Fund budget for 2012 is based on past expenditures from the fund.

Laura Wassmer expressed concern with the lack of use of these funds and felt that they should either be used or returned to the general budget. She does not feel it is being responsible to have a reserve of over \$2 million and be raising the mill levy to cover customary expenses.

Charles Clark stated that 2012 will be the first opportunity the City has to truly use these funds to assist in the development of at least two significant projects in the City with the sale of the Mission Valley School, projected resubmittal for Meadowbrook Country Club as well as improvements to the shopping centers. There has been no commercial development since the fund was created. He would like to see comprehensive plans for these areas in place before a development request is submitted. Mr. Clark noted at a recent meeting the Council authorized staff to go out for proposals for a planner to develop amendments to the comprehensive plan to address these potential locations.

Dale Beckerman asked what the projected cost for these studies was. Dennis Enslinger responded he estimated between \$20,000 and \$30,000 per site. He would like to see the Mission Valley study done in cooperation with the purchaser/developer. There could be a rezoning moratorium put in place until these studies are completed.

Ruth Hopkins questioned how the City could enforce its plan on private owners. Mr. Enslinger replied that this property is currently zoned single family residential and will need to be rezoned in order to be developed. The City has more authority over the rezoning of property through its comprehensive plan. The current comprehensive plan does not address development of the middle school property or Meadowbrook. However, he stressed the plan must be amended prior to the receipt of an application for rezoning.

Ruth Hopkins asked how long that process would take. Mr. Enslinger responded three to six months and noted that Mission Valley will be very difficult to develop as there will be significant neighborhood opposition.

Mr. Enslinger stated he felt the city need more housing options in the \$250,000 to \$350,000 range. Charles Clark agreed with the need for more housing and development to help share the city's tax burden on residents.

Al Herrera asked if the creation of a plan in advance would not limit the options for development. Mr. Enslinger replied he would like to see a cooperative plan developed that addresses the needs of the City as well as the developer.

Laura Wassmer asked if there was any disadvantage to doing a moratorium on zoning changes now. Mr. Enslinger recommended waiting until the property sold. Dale Beckerman noted that anyone who purchases the property will know that they will have to work with the City to secure the appropriate rezoning.

Steve Noll confirmed the amendment to the Comprehensive Plan would be specific to these areas only.

Charles Clark stated that he wanted the City to receive any financing requests prior to any rezoning approval. He stress timing is important and noted that once a plan is received for consideration, that plan is all that can be considered.

Dale Beckerman stated he supports working cooperatively with the purchaser encouraging options addressing both parties' wants and needs.

Al Herrera noted this is only the expenditure of \$20,000 to \$30,000 out of a \$2 million economic development fund. He prefers the open market concept with the developer able to come in with their ideas for development. Dennis Enslinger responded that is an option, but noted the planning statutes require the City to have a Comprehensive Plan that provides guidelines for development and direction to both the Planning Commission and potential developers.

David Morrison stated he cannot support the inclusion of the Exterior Grant Program when the residents of his Ward are not able to participate in this program that is supported by their tax dollars. He would like to see this program open to the entire City.

Dale Warman stated he is not ready to spend this money for the sake of spending it. The City does not know what it will cost to take advantage of the upcoming redevelopment opportunities. He feels the expenditure of money to find out what the City wants is a valid expenditure.

Quinn Bennion asked if there were any other expenditures the Council wanted placed in the 2012 budget for the Economic Development Fund.

Dale Beckerman asked how much of the budgeted \$50,000 was spent on the Exterior Grant Program. Mr. Enslinger responded that usually almost all of the money is spent. Ruth Hopkins noted the initial intent of the program was to address code enforcement issues in identified areas.

Diana Ewy Sharp expressed frustration with the City sitting on over \$2 million for three years without a plan. If the City wants to do amendments to the Comprehensive Plan get it in the budget. She sees this as an opportunity to use some of this money for the CIP.

Andrew Wang disagreed noting the fact that there has not been a project which the City wanted to pursue with these funds does not mean they should be removed. Once the funds are spent, they are gone and the City would not have made any significant economic improvement. This is not a huge amount of money to have in reserve for economic development opportunities.

Laura Wassmer stated she supports doing something immediate with the funds. She is frustrated by the lack of funding in the budget to deal with things that need to be fixed while these funds sit idle. She feels the City needs to address whether it wants excellent roads or good roads. She also feels that good parks support economic development as much as good roads.

Steve Noll stated the City appears to have three strong potential opportunities for redevelopment in the near future and agrees that the funds should remain in the

Economic Development Fund to pursue these opportunities. He noted the quoted cost is for one study and needs to be multiplied by three.

Steve Noll asked for clarification of the KCADC membership. Quinn Bennion replied that two years ago the City made a three year commitment to participate in the Kansas City Area Development Corporation with the Chamber and the budgeted funds are for the final year of that commitment.

Laura Wassmer stated she felt the inclusion of the Exterior Home Grant Program, the Johnson County Home Repair Program and the website are fairly creative interpretations of the criteria for use of economic development funds and under those loose guidelines park improvements should be allowed to be funded with economic development funds.

Charles Clark noted the funding of parks would need a change in the established policy and criteria.

Al Herrera restated that he felt \$2 million was too much money to have in the fund when it could be used for other things. Quinn Bennion responded the money in this fund is restricted in its use by the established policy by ordinance. Laura Wassmer stated she would like to revisit that policy. Dale Beckerman stated he would add discussion of the economic development policy to a fall agenda for reconsideration.

The Economic Development Fund for 2012 will include the following proposed expenditures:

- \$50,000 - Exterior Home Grant Program
- \$20,000 - Johnson County Home Repair Program
- \$10,000 - Website upgrade
- \$2,700 - KCADC membership

Solid Waste Management Fund

Dennis Enslinger stated this is an established fund designated for the funding of the City's solid waste management program with funding from assessments from residents receiving services. The proposed 2012 assessment is \$207.96 or \$17.33 per month. He noted the City has not received the 2012 cost figures from Deffenbaugh but that the existing contract has a 5% cap on rate increases. The 2012 fee per home for exempt homes associations is \$6.43 per household. The 2012 budget for the Bulky Item Pickup is \$30,000. Mr. Enslinger stated the amount of funding is the reserve is the cost for one month's services by Deffenbaugh.

Laura Wassmer asked how much was being collected by the Bulky Item Pickup. Mr. Enslinger stated he has not received the information on the 2011 pick up yet. Ms Wassmer felt the amount being picked-up was decreasing while the cost is increasing. Mr. Enslinger responded the cost is based on the mileage covered and the amount of trucks needed for the service. He added Deffenbaugh does offer once a month small bulky item pick-up that can be handled by one person.

Mayor Shaffer noted the opportunities for electronic recycling at the Goodwill store on 135th and by the Salvation Army as well as local collections put on by area cities.

Ruth Hopkins stated the City of Prairie Village is a leader in meeting the new requirements of the Johnson County Solid Waste Management Program and have participated in many of the requirements for several years such as composting.

The Solid Waste Management Program was accepted as presented.

Next

- June 13, 2011 Operating Budget Presentation (Special Meeting)
- July 18, 2011 Permission to publish the budget
- August 1, 2011 Public Hearing and adoption of budget.

Adjournment

With no further business to come before the Council Committee of the Whole, Council President Dale Beckerman adjourned the meeting at 9:05 p.m.

Dale Beckerman
Council President

PARK AND RECREATION COMMITTEE
April 13, 2011

The Park and Recreation Committee met at 7.00pm. Present and presiding: Diana Ewy Sharp, Chair, Vice Chair Laura Wassmer, Kathy Peterson, Diane Mares Ann Bontrager and Jim Bernard, Jr. Also present: Wilda Haverkamp – Pilot Club of Lenexa. Staff: Mike Helms and Chris Engel.

CONSENT AGENDA

Jim moved approval of March 9, 2011 minutes. Kathy seconded and the motion carried.

NEW BUSINESS

Skate Jam Event

The Committee heard the proposal for the Skate Jam event sponsored by the Pilot Club of Lenexa. The event will be June 11 from 4:00 to 6:00pm and feature music and skateboard demonstrations. The purpose of the event is to give out over 60 free helmets and emphasize safety. The committee agreed the event is a great idea and Kathy volunteered to help get the word out to the kids. Laura Wassmer recommended approval of the event. Kathy Peterson seconded and the motion carried.

REPORTS

Public Works Report

Mike reported the last of the Franklin Park project items had been ordered and they were working on getting the filter system on the play stream fixed. The project is within budget. Carroll Plaza fountain has had all the dirt removed and might be functional this summer. There will soon be new bollard lights at Carroll Plaza and the park entry marker will be installed facing Mission Road.

Recreation Program Report

Chris reported the pool and recreation teams were fully staffed. Kaleb Stoppel is the new Swim Coach. He was an assistant in the past and has been the Assistant Pool Manager. Team registrations have recently begun and appear to be on par with previous years. Chris reported the Environmental Committee was moving forward with the community garden in Harmon Park and was working with the Bible School/Church to determine property lines.

Chairperson's Report

Diana reported that the McCrum water tower is coming down this fall. The Parks Master Plan will be revisited soon to insert projects into the CIP for possible funding in future years. Diana will soon be trying to connect with the representatives from the Nall Avenue Church on 63rd Street about the future of their open space along Nall. Diana asked committee members to be thinking of a potential person to fill the vacant committee position. She also asked members to consider volunteering for a **Parks & Recreation display at Villagefest**.

OLD BUSINESS

Franklin Park 'light' Rededication

Chris reported former Mayor Bill Franklin was moving to Denver and before he left he requested a light rededication of the park for his family and friends. The event will be on Friday, April 15 and Diana asked all available committee members to be there, if possible. She and Mayor Shaffer will say a few words and then there will be a tour of the new features.

Franklin Park Rededication – May 21st 10.00 – 12.00

Dan and Diane shared details of the Franklin Park rededication event. The event will formally begin at 10:00 a.m. with remarks at 11:00 a.m. There will be a number of activities such as a scavenger hunt, park alphabet challenge, raffle of a pool pass, etc. Diana is working on commitments from Indigo Design and Vanum Construction. All Committee members were urged to attend and volunteer from 9.00 – 11 or 11.00 – 1.00 if possible. Diane said the event will be advertized in the parks, on PVPost, the Village Voice, on the city website, Facebook, and in flyers given to the Merchants.

INFORMATIONAL ITEMS

The next meeting will be on May 11, 2011 **in Franklin Park at 5.30p.** Trolley tour to follow at 6.00p.

Diana Ewy Sharp
Chairperson

SISTER CITY COMMITTEE
9 May 2011
MINUTES

Call to Order

Chair Jim Hohensee called the meeting to order. Present: Vice Chair Carole Mosher, Vera Glywa, Cindy Dwigans, Dick Bills, Bob McGowan, Phil Monnig, Ivan Novikov and Yulia Matskevych. Also present: Ron Shaffer, Ruth Hopkins. Staff: Chris Engel.

Minutes

Minutes from April 11, 2011 were approved.

Exchange Student Update

Carole reported the students would not be coming because there was no chaperone available. The student's level of comfort traveling alone is a concern. The matter will continue to be explored for possibly next year. If a scholarship is available, it was suggested that arranging for a senior or JCCC student to travel over for a visit and then back with the students might help. Vera will speak with Mayor Volodia when here in September.

Publicity

Jim will try to bring the flyer back in June. Chris will get bids on balloons for Villagefest. Rod will be engaged to assist on improving the committee presence on Facebook. Phil shared that advertising for the committee Facebook page can be manipulated to pop up when certain targeted groups use Facebook. The cost is minimal and might help drive traffic.

Jazzfest

Bob reported funding is underway and moving forward. Talent is being narrowed down. BRGR is kindly sponsoring a run to benefit the concert on May 15. Some of the performers will be on the radio during the show. Rod believes the radio could help with the fundraising for the Ukrainian Jazz Band. Cindy and Carole will be working with Village Presbyterian to set up some type of fundraising event that could be tied to the larger 9/11 Sister Cities International event that date. Rod is still working on a banner.

New Business

Cindy clarified that the time accounting concept she brought back from the SCI conference was more a reference to documenting all spent sister city time than an accounting of uncompensated efforts.

Jim moved for recommendation of Bob Glywa to the Sister City Committee. Dick seconded and the motion carried.

Vera reported the KC School for the Blind donated five books to the Dolyna School for the Blind.

The next meeting will be Monday, June 13, 2011.

Jim Hohensee
Chair

**Prairie Village JazzFest
Committee Minutes
May 12, 2011**

Attending: Kathy Peterson, Bob McGowan, Donelea Hespe, Elize Haas, Jack Shearer, Brian Peters, Karen Ecton, Larry Kopitnik, Mary Ann Watkins, Marilyn York, Erin Chappas, Rod Atteberry, Walt Vernon, Steve Noll and Joyce Hagen Mundy.

JazzRee

Kathy Peterson complimented the committee on an excellent event. Karen Ecton reported that the committee is considering moving the date next year and make it a joint effort with the Arts Council and held in conjunction with the PV Art Show. The committee fully supported talking with the Art Council about the change and noted several possible positive outcomes from the proposed change. The event raised approximately \$1400 with more than 100 people attending the event.

Minutes

Karen Ecton did not think a decision was made on not having animals allowed at Jazzfest. She suggested doing a poll on facebook to get more community input. It was noted that complaints were received at last year's events about having animals. The committee felt it was agreed that they would not be allowed as recorded in the minutes. A typographical error and omission was noted and corrected. Karen Ecton clarified the change in the meeting date was permanent and that the committee would now meet on the second Thursday of the month at 7 p.m. in the Multi-Purpose Room.

MaryAnn Watkins moved approval of the minutes as corrected. The motion was seconded by Bob McGowan and passed unanimously.

BRGR 5K

Kathy Peterson reviewed the volunteer assignments for the event, what the different assignments involved and when persons needed to report. Set-up people are to arrive at 5:30 a.m.; Registration People should arrive by 6:15 a.m. and Course volunteers need to be at their posts by 7:30 a.m. The Awards ceremony is set for 9:15 a.m. The event should be concluded by 10 a.m. Elise Haas noted she has 9 friends that can help out. Kathy asked them to help BRGR at the food booths.

Kathy Peterson noted that BRGR is covering the entire costs for this event and it is important that it go well in order to ensure continued support. The race count is still low; however, with the good weather forecast, several registrations are anticipated the day of the race.

PV Art Show

JazzFest will once again share the information booth with the PV Merchants Association. A volunteer sign up will be sent out to committee members for two hour

shifts with two persons per shift. The line-up will be distributed at the event. Last year the event was used as a fund-raiser with the raffle of an Ipad 2.

Possible raffle items were discussed and it was decided to do an Ipad again. The same prices will be charged for tickets - \$10 each or 3 for \$20. Brian Peters noted last year's raffle tickets had a food discount coupon on the back and felt that would be good to do again. Brian Peters will contact The Tavern in the Village or Blue Moose regarding participating. Rod Atteberry will arrange for the printing of the tickets. It was noted that there were several leftover tickets last year. Rod indicated that in printing it may be more economical to print more than needed.

Donelea Hesper moved the committee authorize the sale of an Ipad by raffle with the possible use of a discount food coupon on the raffle tickets. The motion was seconded by Karen Ecton and passed. Joyce Hagen Mundy noted that prior to purchasing the Ipad to see her for a sales tax exemption form.

Budget

Joyce Hagen Mundy reported the committee has a current balance of \$4,194.07 with most of the funds being from the Arts Council grant (\$1500); Jazzree (\$1400) and 5K registrations. The projected budget was based on \$2000 from Jazzree and \$10,000 from the 5K. Neither of those projects will be met so the committee needs to focus on fund-raising. The application for the Boylan Grant was reviewed this past week, but we have not received any word on whether the grant was approved.

Walt Vernon has volunteered to head fund-raising and has prepared follow-up letters to be sent out in the next week to homes associations and others. He will need committee members to follow-up on persons that donated last year. It was noted that Renewal by Andersen has committed to a sponsorship of \$1800, which is not included in the total.

Talent

Kathy Peterson distributed a proposed talent line-up for the 2011 Jazz Festival including 7 acts beginning at 3:00 and ending at 9:00 p.m. The potential performers include the following:

- SME Blue Knights
- Dolya Jazz Band
- Shay Estes & Mark Lowrey (quartet)
- Mike Metheny
- Peoples Liberation Big Band
- Deborah Brown
- Bobby Watson

Kathy Peterson reported that she met with Mark Edelman regarding "12 Street Jump" performing at JazzFest. They would do three twenty minute segments with skits and songs. He wants \$1500 to pay his performers, although the performers are not made for regular tapings of the show. She contacted SECT and there would not be any additional charge for the stage, but additional set-up time would be needed to accommodate their performance.

Rod Atteberry reviewed the e-mail sent by Kyle Kristofer as he was not able to attend the meeting. Kyle suggested a line-up including the "12 Street Jump" and with Oleata Adams as the headliner removing Deborah Brown and Bobby Watson.

The committee discussed the addition of "12 Street Jump" to the line-up with suggestion raised that other performances could be done during their break periods on a second stage. After much discussion, it was decided not to have a second stage because of the additional cost and space limitations.

Committee members who had heard "12 Street Jump" perform voiced concern with the appropriateness of their skits at a jazz festival. Committee members were supportive if they would agree to minimize the skits and maximize the actual jazz performances. Kathy Peterson noted that during her discussion with Mark Edelman he noted they would be featuring Charlie Parker. Most committee members felt the addition would be positive if the performance would feature Charlie Park with primarily jazz performances. It was noted that the flow of music is important to keep the audience.

Walt Vernon moved to add "12 Street Jump" to the festival line-up. The motion was seconded by Brian Peters and passed by a majority vote with three opposing votes.

Questions were raised about the requested payment as it is not required for normal recordings. It was suggested that they be offered a lower amount than the \$1500 requested; however, others felt the requested \$1500 was reasonable.

There placement in the line-up was discussed with the general consensus being that it should be early in the program. Concerns were raised regarding the number of attendees early in the day. Jack Shearer noted from the response last year, the hillside was filled relatively early in the day with most people staying. Because of the different format the committee agreed it would be best to have them perform earlier.

The committee felt strongly that if Shawnee Mission East Jazz Band was told they are opening the festival, they should remain in that spot. The committee agreed that "12 Street Jump" would perform second in the line-up. Kathy Peterson stated she felt they would be willing to limit the number of skits and focus on jazz performances.

With the addition of "12 Street Jump" the length of the festival was questioned. With set-up time for each act the line-up it would not be feasible to finish by 9 p.m.

Rod Atteberry noted the line-up suggested by Kyle with Oleata as the head-liner only included six acts and could be done in the allotted time. Kathy Peterson stated the committee did not have information on Oleata's cost and has not been in conversation with her. She noted the line-up needs to be finalized this evening and there is no official information on the cost for Oleata to perform or her commitment. Rod stated he had information. Kathy replied she had not been given the information in order to talk with Oleata to verify her interest and availability. Rod Atteberry stated he felt the Festival needed a recognized jazz entertainer to add legitimacy to the Festival. Kathy Peterson responded that Bobby Watson is a recognized jazz entertainer.

The committee continued their discussion on the length of the festival. It was asked why last year's festival was to end at 9 o'clock. Kathy Peterson replied being the first festival the committee was not sure how the adjacent neighborhoods would respond. She noted there were no complaints from the neighborhood even though the performance ran over and did not end until about 10 p.m. The only concern with the late ending was lighting for people as they left the grounds, but that will be addressed this year.

The following line-up was suggested:

- SME Blue Knights
- 12 Street Jump
- Peoples Liberation Big Band
- Dolya Jazz Band
- Mike Metheny
- Deborah Brown
- Bobby Watson

Brian Peters confirmed that the line-up could be completed if the Festival was extended to three o'clock to ten o'clock. Walt Vernon moved the Festival hours be extended to ten p.m. with a starting time of 3 p.m.

The motion was amended to include the approval of the talent line-up as presented above by Rod Atteberry and seconded by Karen Ecton.

Bob McGowan questioned if the line-up represented a diversity of jazz music and if the old standards would be performed. The group reviewed the line-up and felt that diversity was present and that attendees would hear standard jazz performances as well as new jazz. The motion was passed by a majority vote.

Kathy Peterson thanked everyone for their participation and discussion. The next committee meeting will be Tuesday, June 7, 2011 at 7 p.m. Committee members were asked to stay after the meeting to stuff race bags for the BRGR Luv4Jazz 5K.

The meeting was adjourned at 8:45 p.m.

**Council Members
Mark Your Calendars
June 20, 2011**

June 2011	Nancy Todd Roberts & Suzy Perkins oils exhibit in the R. G. Endres Gallery
July 2011	Senior Arts Council exhibit in the R. G. Endres Gallery
July 4	VillageFest
July 4	City offices closed in observance of Independence Day
July 5(Tues.)	City Council Meeting
July 8	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
July 8	Moonlight Swim at the pool
July 18	City Council Meeting
July 24	Annual Water Show at the pool - 8:30 p.m.
August 2011	Cortney Christensen photography & watercolors exhibit in the R. G. Endres Gallery
August 1	City Council Meeting
August 5	Moonlight Swim at the pool
August 12	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
August 15	City Council Meeting
August 15	Reduced hours begin at the pool
September 2011	Michael Doyle photography exhibit in the R. G. Endres Gallery
September 5	City offices closed in observance of Labor Day
September 5	Pool closes for the season - 6:00 p.m.
September 6(Tues.)	City Council Meeting
September 9	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
September 10	JazzFest
September 19	City Council Meeting
October 2011	State of the Arts Exhibit in the R. G. Endres Gallery
October 3	City Council Meeting
October 14	Artist reception in the R. G. Endres Gallery 6:00 - 8:00 p.m.
October 17	City Council Meeting
November 2011	Greater KC Art Association mixed medium exhibit in the R. G. Endres Gallery
November 7	City Council Meeting
November 11	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
November 21	City Council Meeting
November 24	City offices closed in observance of Thanksgiving
November 25	City offices closed in observance of Thanksgiving
December 2011	Richard Joslin watercolor exhibit in the R. G. Endres Gallery
December 5	City Council Meeting
December 9	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
December 19	City Council Meeting
December 26	City offices closed in observance of Christmas