

# CITY OF PRAIRIE VILLAGE

**August 15, 2011**

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



**COUNCIL COMMITTEE**  
**August 15, 2011**  
**6:00 p.m.**  
**Council Chambers**

**AGENDA**

**DALE BECKERMAN, COUNCIL PRESIDENT**

**AGENDA ITEMS FOR DISCUSSION**

- \*COU2011-40**      **Consider adoption of the 2011 Standard Traffic Ordinance for Kansas Cities and the 2011 Uniform Public Offense Code for Kansas Cities**  
**Sgt. Carney**
  
- COU2011-41**      **Consider approval of a Second Amendment to the Cellular Tower Lease with New Cingular Wireless, PCS, LLC (AT&T)**  
**Dennis Enslinger**
  
- COU2011-42**      **Consider approval of agreement with Mitel for the purchase and installation of a phone and voicemail system for all City facilities**  
**Nic Sanders**
  
- COU2011-43**      **Consider Ordinance 2242 related to the upcoming bond issue for public improvements designating main trafficways**  
**Quinn Bennion**
  
- \*COU2011-44**      **Consider Approval of a Funding Agreement with MVS LLC. (RED Development) for the Completion of Public Engagement Process Related to the Development of a Comprehensive Plan Amendment**  
**Dennis Enslinger**

**\*Council Action Requested the same night**



## PROSECUTOR

Council Committee Meeting Date: August 15, 2011

Council Meeting Date: August 15, 2011

### **\*COU2011-40: Consider adoption of the 2011 Standard Traffic Ordinance for Kansas Cities and the 2011 Uniform Public Offense Code for Kansas Cities**

#### **RECOMMENDATION**

Staff recommends that Governing Body adopt Ordinance 2240 incorporating the Uniform Public Offense Code, (UPOC), and Ordinance 2241 incorporating the Standard Traffic Ordinance, (STO), 2011 edition, prepared and published by the League of Kansas Municipalities with certain sections deleted and with additional and supplemental sections.

COUNCIL ACTION REQUESTED: August 15, 2011

#### **BACKGROUND**

On an annual basis, the City receives the latest edition of the UPOC and the STO from the League of Kansas Municipalities. Prior to the request for incorporation, the offense codes and traffic ordinances were reviewed against current City ordinances for any discrepancies. Any deletions or additions were reviewed and approved by the City Prosecutor. The following page addresses those changes.

The changes include the following:

#### **UPOC Ordinance:**

Section One: Incorporates 2011 Uniform Public Offense Code for Kansas Cities.

Section Two: Article 5 of the 2011 Uniform Public Offense Code for Kansas Cities is amended by deleting existing Section 5.6 and inserting in place thereof Prairie Village Municipal Code Ordinance 11-102. UNIFORM PUBLIC OFFENSE CODE; ADDITIONS, Section 5.6 Purchase or Possession of Cigarettes or Tobacco Products by a Minor. The Prairie Village Municipal Code provides for higher fines.

Section Three: Prairie Village Municipal Code Ordinance 11-103 is repealed so as not to conflict with the 2011 Uniform Public Offense Code for Kansas Cities.

Section Four: Prairie Village Municipal Code Ordinance 11-104, SAME, supplements Article 6 of the 2011 Uniform Public Offense Code for Kansas Cities adding 6.26, 6.27, and 6.28.

Section Five: Prairie Village Municipal Code Ordinance 11-105, SAME, is repealed as it is duplicative to the 2011 Uniform Public Offense Code for Kansas Cities.

Section Six: Prairie Village Municipal Code Ordinance, 11-106, SAME, supplements Article 9 of the 2011 Uniform Public Offense Code for Kansas Cities, adding 9.14, 9.15 and 9.16.

Section Seven: Prairie Village Municipal Code Ordinance, 11-107, SAME replaces Article 10 of the 2011 Uniform Public Offense Code for Kansas Cities providing broader definitions.

Section Eight: Prairie Village Municipal Code Ordinance, 11-108, SAME, deletes Sections 10.24, Smoking Prohibited, 10.25, Smoking-Posted Premises and 10.26, Smoking Prohibited-Penalties of the 2011 Uniform Public Offense Code for Kansas Cities and adds 10.27, 10.28, 10.29, 10.30, 10.31, 10.32 and 10.33 to the 2011 Uniform Public Offense Code for Kansas Cities.

Smoking Sections 10.24, 10.25, 10.26 were deleted because the City has its own smoking ordinance (Article 4) and the additions are new offenses not contained in the 2011 Uniform Public Offense Code for Kansas Cities.

Section Nine: Prairie Village Municipal Code Ordinance, 11-109, SAME, supplements Article 11 of the 2011 Uniform Public Offense Code for Kansas Cities by adding 11.13 and 11.14.

Section Ten: Date changes take effect.

### **STO Ordinance:**

Section One: Incorporates 2011 Standard Traffic Ordinance for Kansas Cities

Section Two: Adds language from Prairie Village Municipal Code Ordinance 11-705, DEFINITIONS, PEDESTRIANS to the 2011 Standard Traffic Ordinance for Kansas Cities, Definition of Pedestrians.

Section Three: Establishes Prairie Village Municipal Code 11-602, SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES, which defines traffic offenses and infractions under the Prairie Village Municipal Code.

Section Four: Establishes Prairie Village Municipal Code 11-602, PENALTY FOR SCHEDULED FINES, which establishes fines for offenses or infractions which do not have a penalty section under the 2011 Standard Traffic Ordinance for Kansas Cities or the Prairie Village Municipal Code.

Section Five: Deletes Article 4, Section 13.1, Subsection (c) of the 2011 Standard Traffic Ordinance for Kansas Cities, Traffic Control Signal Preemption Devices, and replaces with Prairie Village Municipal Code Ordinance 11-604, TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES, allowing Public Works vehicles during snow to possess a traffic control signal device.

Section Six: Deletes Article 13, Section 107 of the 2011 Standard Traffic Ordinance for Kansas Cities, Unattended Motor Vehicle; Ignition; Key and Brakes and replaces with Prairie Village Municipal Code Ordinance 11-605, UNATTENDED MOTOR VEHICLE, adding language allowing remote control starts of vehicles.

Section Seven: Deletes 2008 Prairie Village Municipal Code Ordinance 11-707, SAME; DRIVING UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS; PENALTIES, so there is no conflict with 2011 Standard Traffic Ordinance for Kansas Cities.

Section Eight: Deletes 2003 Prairie Village Municipal Code Ordinance 11-210, OPEN CONTAINER, so there is no conflict with 2011 Standard Traffic Ordinance for Kansas Cities.

Section Nine: Deletes 2008 Prairie Village Municipal Ordinance 11-705, AMENDMENT TO STANDARD TRAFFICE ORDINANCE; PEDESTRIANS so there is no conflict with 2011 Standard Traffic Ordinance for Kansas Cities. (See Section Two above).

Section Ten: Amends Prairie Village Municipal Ordinance 11-706, subsection C., found in SAME; SPEED LIMIT CHANGES to delete Mission Valley school.

Section Eleven: Date changes take effect.

#### **FUNDING SOURCE**

N/A

#### **ATTACHMENTS**

Ordinance 2240

Ordinance 2241

#### **PREPARED BY**

Debra A. Vermillion

City Prosecutor

Date: August 12, 2011

## ORDINANCE 2240

AN ORDINANCE AMENDING CHAPTER XI OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, 2003, ENTITLED "PUBLIC OFFENSES & TRAFFIC" BY INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES", EDITION OF 2011, WITH CERTAIN DELETIONS AND ADDITIONS; PRESCRIBING ADDITIONAL REGULATIONS; AND REPEALING CHAPTER XI, ARTICLE 1 OF THE PRAIRIE VILLAGE MUNICIPAL CODE

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

### **SECTION ONE**

11-101. is hereby adopted to read as follows:

**11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE.** There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Prairie Village, Kansas, that certain code known as the "Uniform Public Offense Code," edition of 2011, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, with certain sections deleted and with additional and supplemental sections, such incorporations being authorized by K.S.A. §§12-3301 and 12-3302 and K.S.A. §§12-3009 through 12-3012. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped, "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas" with such additional sections clearly marked and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

### **SECTION TWO**

11-102 is hereby adopted to read as follows:

#### **11-102. UNIFORM PUBLIC OFFENSE CODE; ADDITIONS.**

Article 5 of the Uniform Public Offense Code is hereby amended by deleting existing Section 5.6 and inserting in place thereof the following:

#### **Section 5.6 Purchase or Possession of Cigarettes or Tobacco Products by a Minor.**

It shall be unlawful for any person:

(a) Who is under 18 years of age to purchase or attempt to purchase cigarettes or tobacco products; or

(b) Who is under 18 years of age to possess or attempt to possess cigarettes or tobacco products. (K.S.A. 79-3321:3322, as amended)

Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be a minimum of \$25 and a maximum of \$100. In addition, the judge may require the juvenile to appear in court with a parent or legal guardian.

### **SECTION THREE**

Existing Ordinance 11-103, SAME, in Article 1 of Chapter XI of the Prairie Village, Kansas Municipal Code is hereby repealed.

## **SECTION FOUR**

11-104. is hereby adopted to read as follows:

### **11-104. SAME.**

Article 6 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

#### **Section 6.26 Unlawful Posting of Pictures and Advertisements.**

- (a) Unlawful posting of pictures and advertisements is:
- (1) The putting up, affixing or fastening of either or both to a traffic control device or traffic control standard or telegraph, telephone, electric light, power or other utility pole, but it is not unlawful to affix official traffic control devices to such poles; or
  - (2) The placement of either or both on public property other than as prescribed in subdivision 3 of this subsection;
  - (3) The placement of either or both on right-of-way without the consent of the landowner or the person in possession whose land lies along the right-of-way where such picture or advertisement is placed; or
  - (4) The placement of either on private property without the consent of the landowner or the person in possession of such property.
- (b) It is unlawful for any person within the city limits to tack, paste, paint, hang or place in any manner whatsoever, or cause to be tacked, posted, hung, or placed in any manner whatsoever, any handbills, dodgers, signs, or advertisements, written or unwritten, or printed matter, to or upon any telephone or telephone pole, sidewalk, or building in the city, or to throw, scatter or cause to be thrown or scattered, any handbills, dodgers or other advertisements or propaganda, or of written or printed matter or paper of any kind upon any street, alley, sidewalk, vacant lot, city property, or yard within the city limits.

Unlawful posting of pictures and advertisements is a Class C violation.

#### **Section 6.27 Opening, Damaging or Removing Coin-Operated Machines.**

Opening, damaging or removing coin-operated machines is willfully and knowingly opening, removing or damaging any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services or any part thereof, with intent to commit theft.

Violation of this section is a Class A violation.

#### **Section 6.28 Possession of Tools for Opening, Damaging or Removing Coin-Operated Machines.**

Possession of tools for opening, damaging or removing coin-operated machines is the possession of any key, tool, instrument or other device, or any drawing, print or mold of a key or other device or any explosive specifically designed for or suitable for the use in opening or breaking into any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services with intent to commit theft.

Violation of this section is a Class B violation.

**SECTION FIVE**

Existing Ordinance 11-105, SAME, in Article 1 of Chapter XI of the Prairie Village, Kansas Municipal Code is hereby repealed.

**SECTION SIX**

11-106 is hereby adopted to read as follows:

**11-106. SAME.**

Article 9 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

**Section 9.14 Loitering.**

(a) Loitering is loafing, wandering, standing or remaining idle, either alone or in concert with others, in a public place in such manner so as to:

(1) Obstruct any public street, public highway, public sidewalk or public building or any other place of public access by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;

(2) Committing in or upon any public street, public highway, public sidewalk or public building or any other place of public access any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or public building or any other place of public access, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.

(b) When any person causes or commits any of the conditions enumerated in this section, a law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such order is guilty of a violation of this section.

Violation of this section is a Class C violation.

**Section 9.15 Unsolicited Publications -- Penalty.**

(a) No person shall either directly or indirectly place or deposit or cause to be placed or deposited, upon any building or structures used for human abode, including the lot or lots upon which the structure is located or upon any right-of-way or city property within the city, any newspaper, magazine, publication or any other printed material if the owner or occupant of the structure has previously requested in writing that the publisher or deliverer of the material not place or deposit the material on the structure or lot.

(b) Exceptions. The provisions of this section shall not apply to distributions made through the U.S. Postal Service or any other private postal service.

(c) Penalties. Any person who violates the provisions of this section shall, upon conviction thereof, be punished for each such violation by a fine not exceeding \$100 for each such violation.



### **Section 9.16 Residential Picketing.**

It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual in the city or before or about any church in the city.

Every person convicted of violating this section shall be imprisoned for not more than one year or fined not more than \$2,500 or by both such fine and imprisonment, provided that any person convicted of a second or subsequent conviction shall be required to be confined to not less than five consecutive days in the county jail in addition to any penalty assessed, which period of imprisonment shall not be suspended nor the defendant placed on probation until the five consecutive days are served.

### **SECTION SEVEN**

11-107. is hereby adopted to read as follows:

#### **11-107. SAME.**

Article 10 of the Uniform Public Offense Code is hereby amended by deleting existing Section 10.1 and inserting in place thereof the following:

#### **Section 10.1. Criminal Use of Weapons.**

- (a) Criminal use of weapons is knowingly:
- (1) selling, manufacturing, purchasing, possessing or carrying any bludgeon, sandclub, metal knuckles or throwing star, or any knife, commonly referred to as a switch-blade, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement. This subsection shall not prohibit any ordinary pocket knife, which has a spring, detent or other device which creates a bias towards closure of the blade and which requires hand pressure applied to such spring, detent, or device through the blade of the knife to overcome the bias towards closure to assist in the opening of the knife;
  - (2) carrying concealed on one's person, or possessing with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, slung shot, dangerous knife, straight-edged razor stiletto or any other dangerous or deadly weapon or instrument of like character, except that an ordinary pocket knife, with no blade more than four inches in length, shall not be construed to be a dangerous knife or a dangerous or deadly weapon or instrument;
  - (3) carrying on one's person or in any land, water or air vehicle, with intent to use the same unlawfully, a tear gas or smoke bomb or projector or any object containing a noxious liquid, gas or substance;
  - (4) carrying any pistol, revolver, shotgun, rifle or other firearm with similar characteristics, concealed or exposed on or about the person, or in or on any part or area of any air, land or water vehicle unless the pistol, revolver or other firearm is unloaded and encased in a container that completely encloses the pistol, revolver or other firearm, except when on the person's land or in the person's abode or fixed place of business;
  - (5) setting a spring gun;
  - (6) possessing any device or attachment of any kind designed, used or intended for use in silencing the report of any firearm.

- (b) Subsections (a)(1), (2), (3) and (4) shall not apply to or affect any of the following:
  - (1) law enforcement officers, or any person summoned by an officer to assist in making arrests or preserving the peace, while actually engaged in assisting that officer;
  - (2) wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crimes, while acting within the scope of their authority;
  - (3) members of the armed services or reserve forces of the United States or the Kansas national guard, while in the performance of their official duty; or
  - (4) manufacture of, transportation to or sale of weapons to a person authorized under (b)(1) through (b)(3) of this section to possess those weapons.
- (c) Subsection (a)(4) does not apply to or affect the following:
  - (1) watchmen, while actually engaged in the performance of the duties of their employment;
  - (2) licensed hunters or fishermen, while engaged in hunting or fishing;
  - (3) private detectives licensed by the state to carry the firearm involved, while actually engaged in the duties of their employment;
  - (4) detectives or special agents regularly employed by railroad companies or other corporations to perform full-time security or investigative service, while actually engaged in the duties of their employment; or
  - (5) the state fire marshal, the state fire marshal's deputies or any member of a fire department authorized to carry a firearm pursuant to K.S.A. Supp. 31-157 and amendments thereto, while engaged in an investigation in which the fire marshal, deputy or member is authorized to carry a firearm, pursuant to K.S.A. 31-157 and amendments thereto.
- (d) Subsections (a)(1) and (6) shall not apply to any person who sells, purchases, possesses or carries a firearm, device or attachment that has been rendered unserviceable by steel weld in the chamber and marriage weld of the barrel to the receiver and that has been registered in the national firearms registration and transfer record in compliance with 26 U.S.C. 5841 *et seq.* in the name of that person and, if that person transfers that firearm, device or attachment to another person, has been so registered in the transferee's name by the transferor.
- (e) Subsection (a)(4) shall not apply to any person carrying a concealed weapon as authorized by K.S.A. Supp. 75-7c01 through 75-7c17.
- (f) It shall be a defense that the defendant is within an exemption. (K.S.A. 21-4201)
- (g) Violation of this section is a Class A violation.

**10.1.1 Concealed Carry; Where Prohibited.**

- (a) No license issued pursuant to Chapter 32 of the 2006 Session Laws of Kansas shall authorize the licenses to carry a concealed weapon into:
  - (1) Any place where an activity declared a common nuisance by K.S.A. 22-3901, and amendments thereto, is maintained;
  - (2) Any police, sheriff, or highway patrol station;
  - (3) Any detention facility, prison, or jail;
  - (4) Any courthouse;
  - (5) Any courtroom, except that nothing in this section would preclude a judge from carrying a concealed weapon or determining who will carry a concealed weapon in the judge's courtroom;
  - (6) Any polling place on the day an election is held;

- (7) Any meeting of the governing body of a court, city, or other political or taxing subdivision of the state, or any committee or subcommittee thereof;
  - (8) On the state fairgrounds;
  - (9) Any state office building;
  - (10) Any athletic event not related to or involving firearms which is sponsored by a private or public elementary or secondary school or any private or public institute of postsecondary education;
  - (11) Any professional athletic event not related to or involving firearms;
  - (12) Any portion of a drinking establishment as defined by K.S.A. 41-2601, and amendments thereto, except that this provision shall not apply to a restaurant as defined by K.S.A. 41-2601, and amendments thereto;
  - (13) Any elementary or secondary school building or structure used for student instruction or attendance;
  - (14) Any community college, college, or university facility;
  - (15) Any place where the carrying of firearms is prohibited by federal or state law;
  - (16) Any child exchange and visitation center provided for in K.S.A. 75-720 and amendments thereto;
  - (17) Any community mental health center organized pursuant to K.S.A. 19-4001 *et seq.*, and amendments thereto; mental health clinic organized pursuant to K.S.A. 65-211 *et seq.*, and amendments thereto; psychiatric hospital licensed under K.S.A. 75-3307b, and amendments thereto; or state psychiatric hospital, as follows: Larned state hospital, Osawatomie state hospital, or Rainbow mental health facility;
  - (18) Any city hall;
  - (19) Any public library operated by the state or by a political subdivision of the state;
  - (20) Any day care home or group day care home, as defined in Kansas administrative regulation 28-4-113, or any preschool or childcare center, as defined in Kansas administrative regulation 28-4-420; or
  - (21) Any church or temple.
- (b) Violation of section is a class A violation. (2006 Session Laws of Kansas, Chapter 32)

**10.1.2 Concealed Carry; Where Prohibited by Employers.**

- (a) Nothing in Chapter 32 of the 2006 Session laws of Kansas shall be construed to prevent:
  - (1) Any public or private employer from restricting or prohibiting in any manner persons licensed under the act from carrying a concealed weapon while on the premises of the employer's business or while engaged in the duties of the person's employment by the employer; or
  - (2) Any entity owning or operating business premises open to the public from restricting or prohibiting in any manner persons licensed under the act from carrying a concealed weapon while on such premises, provided that the premises are posted in a manner reasonably likely to come to the attention of persons entering the premises, as premises where carrying a concealed weapon is prohibited; or
  - (3) A property owner from restricting or prohibiting to any manner persons licensed under the act from carrying a concealed weapon while on such property provided that the premises are posted, in a manner reasonably likely to come to the attention of persons entering the property where carrying a concealed weapon is prohibited.

- (b) Carrying a concealed weapon on premises in violation of any restriction or prohibition allowed by subsection (a), or in violation of any restriction or prohibition allowed by subsection (b) or (c) if the premises are posted as required by such subsection, is a class B violation. (2006 Session Laws of Kansas, Chapter 32)

**10.1.3 Concealed Carry; When Impaired.** It is a class A violation for a person licensed pursuant to Chapter 32 of the 2006 Session Laws of Kansas to carry a concealed weapon while under the influence of alcohol or drugs, or both. (2006 Sessions Laws of Kansas, Chapter 32)

## **SECTION EIGHT**

11-108. is hereby adopted to read as follows:

### **11-108. SAME.**

Article 10 of the Uniform Public Offense Code is hereby amended to delete sections 10.24, Smoking Prohibited, 10:25, Smoking-Posted Premises and 10.26, Smoking Prohibited-Penalties and supplemented to add the following provisions:

#### **Section 10.27 Intoxicating Liquor and Cereal Malt Beverage -- Consumption and Possession of Open Containers Prohibited at Certain Places.**

It is unlawful for any person to drink, consume, or possess an open container of alcoholic liquor or cereal malt beverage upon the public streets, alleys, roads or highways, or upon property owned by the City.

(a) The provisions of this section shall not apply to the consumption or possession of alcoholic liquor or cereal malt beverage upon property owned by the city and operated as the Prairie Village Community Center; provided further, that no person shall possess or consume any alcoholic liquor or cereal malt beverage at the Prairie Village Community Center unless:

(1) That person is in attendance at an event or a function for which permit authorizing the serving and consumption of liquor and beer has been previously issued by the city, and

(2) The liquor or beer being consumed has been provided by the individual, person, or organization to which the permit has been issued.

Violation of this section is a Class C violation.

#### **Section 10.28 Drunkenness.**

It is unlawful for any person to be drunk on any highway, street or in any public place or building in the city.

Violation of this section is a Class B violation.

#### **Section 10.29 Impersonating an Officer.**

It is unlawful for any person to exercise or to assume to exercise any of the powers conferred upon any police officer, or to represent himself or herself to be any such officer, or to possess the power and authority thereof, unless such person is a duly authorized officer of the law.

Violation of this section is a Class B violation.

**Section 10.30 Vehicles in City Parks.**

It is unlawful to run, stand or park any motor vehicle or motorized bicycle through or across or over any part of any city park, other than roadways or parking areas so designated.

Violation of this section is a Class C violation.

**Section 10.31 Smoking on Common Carrier Buses -- Penalty.**

(a) No person shall smoke or carry in his or her hand a lighted cigar, cigarette or pipe, while in or upon any motorbus operated in common carrier passenger service upon the streets or public ways of the city.

(b) Any person who shall violate any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$5 nor more than \$100.

**Section 10.32 Public Urination or Defecation.**

No person shall urinate or defecate in any place open to the public or while exposed to public view, except while using appropriate fixtures in a restroom or other facility designed for the sanitary disposal of human waste.

Violation of this section is a Class C violation.

**Section 10.33 Public Nudity.**

No person shall knowingly or intentionally appear in a state of nudity in a public place. Nudity is defined as the showing of the human male or female genitals, pubic area or buttocks with less than a full opaque covering; the showing of the female breast with less than a full opaque covering of any portion thereof below the top of the nipple; or the depiction of covered male genitals in a discernible state of sexual arousal.

Violation of this section is a Class A violation.

**SECTION NINE**

11-109 is hereby adopted to read as follows:

**11-109. SAME.**

Article 11 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

**Section 11.13 Window Peeping.**

Window peeping is the going upon property owned or occupied by another without such person's consent for the purpose of looking into any window, door, skylight or other opening into a house, room or building.

Violation of this section is a Class A violation.

**Section 11.14 Severability.**

If any provision of this Article 11 is declared unconstitutional, or the application thereof to any person or circumstance is held invalid, the constitutionality of the remainder of the act and the applicability thereof to other persons and circumstances shall not be affected thereby.

**SECTION TEN**          Effective Date

This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF AUGUST, 2011**

\_\_\_\_\_  
RONALD L. SHAFFER, MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
JOYCE HAGEN MUNDY, CITY CLERK

\_\_\_\_\_  
DEBRA A. VERMILLION, CITY PROSECUTOR

## ORDINANCE 2241

AN ORDINANCE AMENDING CHAPTER XI OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, 2003, ENTITLED "PUBLIC OFFENSES & TRAFFIC" BY REPEALING CHAPTER XI, ARTICLE 6 ENTITLED "STANDARD TRAFFIC ORDINANCE" AND INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES", EDITION OF 2011, WITH CERTAIN DELETIONS AND ADDITIONS; AND PRESCRIBING ADDITIONAL REGULATIONS.

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

### SECTION ONE

11-601. is hereby adopted to read as follows:

#### **11-601. INCORPORATING STANDARD TRAFFIC ORDINANCE**

A. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Prairie Village, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2011, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. 12-3301 and 12-3302 and K.S.A. 12-3309 through 12-3012. Not less than three copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, municipal judges and all administrative departments of the city charged with the enforcement of the ordinances shall be supplied, at the cost of the city, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted and changed as may be deemed expedient.

### SECTION TWO

Article 1, DEFINITIONS, PEDESTRIAN, Standard Traffic Ordinance for Kansas Cities is hereby amended as follows, adding:

(d) The term pedestrian includes individuals who are walking, jogging or running within the city limits of Prairie Village, Kansas. When this article requires that pedestrians walk in a certain fashion, the term walk shall be defined to include the acts of running and jogging.

### SECTION THREE

11-602. is hereby adopted as follows:

#### **11-602. SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.**

(a) An ordinance traffic infraction is a violation of any section of this article that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. Supp. 8-2118.

(b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

#### **SECTION FOUR**

11-603. is hereby adopted as follows:

#### **11-603. PENALTY FOR SCHEDULED FINES.**

- (a.) The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judges establish a fine in a fine schedule shall not be more than \$500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.
- (b.) Every person convicted of a violation of any of the provisions of this ordinance for which another penalty is not provided by this ordinance or by the schedule of fines established by the judge of the municipal court shall be punished for first conviction thereof by a fine of not more than \$500 or by imprisonment for not more than one month or by both such fine and imprisonment; for a second such conviction within one year thereafter that person shall be punished by a fine of not more than \$1,000 or by imprisonment for not more than six months or both such fine and imprisonment; upon a third or subsequent conviction within one year after the first conviction such person shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one year or by both such fine and imprisonment. (K.S.A. 8-2116; K.S.A. 21-4503; K.S.A. 21-4503a).

#### **SECTION FIVE**

11-604. is hereby adopted as follows:

#### **11-604. TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES**

Article 4, Section 13.1 of the Standard Traffic Ordinance is hereby amended as follows:

Article 4, Section 13.1, subsection (c) is deleted and replaced with the following:

“(c) The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency or public works vehicles, in the course of such person’s emergency or public safety duties:

- (1) Publicly owned fire department vehicles
- (2) Publicly owned police vehicles
- (3) Motor vehicles operated by ambulance services permitted by the emergency medical services board; or
- (4) Publicly owned public works vehicles during snow removal operations.”

#### **SECTION SIX**

11-605. is hereby adopted as follows:

#### **11-605. UNATTENDED MOTOR VEHICLE.**

Article 13, Section 107 of the Standard Traffic Ordinance is hereby amended by deleting existing Section 107 and inserting in place thereof the following:

“**Sec. 107. Unattended Vehicles.** No person either operating or in charge of a motor vehicle shall leave the vehicle unattended and unlocked on either a public or private area within the City unless the ignition of such vehicle is in the locked position, the keys are removed from the ignition and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway. These provisions shall not apply if the windows are closed and the doors locked or the vehicle is



in a closed and secure building or when an engine has been activated by a remote starter system when the keys are not in the motor vehicle. A vehicle shall be presumed unattended if the owner or person in charge of the vehicle is not in the vehicle or is not in the immediate vicinity so as to have direct control or access to the vehicle.”

**SECTION SEVEN**

Existing Ordinance 11-707, SAME; DRIVING UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS; PENALTIES in Article 7 of Chapter XI of the Prairie Village Municipal Code is hereby repealed.

**SECTION EIGHT**

Existing Ordinance 11-210, OPEN CONTAINER, in Article 2 of Chapter XI of the Prairie Village Municipal Code is hereby repealed.

**SECTION NINE**

Existing Ordinance 11-705, AMENDMENT TO STANDARD TRAFFIC ORDINANCE; PEDESTRIANS in Article 7 of Chapter XI of the Prairie Village Municipal Code is hereby repealed.

**SECTION TEN**

Existing Ordinance 11-706, subsection C., found in SAME; SPEED LIMIT CHANGES in Article 7 of Chapter XI of the Prairie Village Municipal Code is hereby amended as follows:

C. Notwithstanding subsection (b), it having been determined upon the basis of an engineering and traffic investigation that the speed limits currently posted for certain school zones along Mission Road are greater or less than is reasonable or safe under the conditions found to exist therein, a speed limit of 25 miles per hour shall apply at the following streets and/or parts of streets as shall be posted in accordance with subsection (b) hereof and during those time periods set forth on appropriately erected signs giving notice of the effective hours of enforcement or during those times a flashing yellow beacon is in operation;

- a. 94th Street & Mission Road (Cure of Ars School)
- b. 83rd Street & Mission Road (Corinth Elementary School)
- c. 73rd Street & Mission Road (St. Ann’s School)
- d. 67th Street & Mission Road (Prairie Elementary School)
- e. 63rd Street & Mission Road (Indian Hills Middle School)

**SECTION ELEVEN**      Effective Date

This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED THIS \_\_\_\_ DAY OF AUGUST, 2011.

\_\_\_\_\_  
Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Debra A. Vermillion, City Prosecutor



**ADMINISTRATION**  
**Council Committee Meeting Date: August 15, 2011**  
**City Council Meeting Date: September 6, 2011**

**COU 2011-41 Consider Approval of a Second Amendment to the Cellular Tower Lease with New Cingular Wireless, PCS, LLC (AT&T)**

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**MOTION:**

Council Committee/City Council approves the Second Amendment to the Cellular Tower Lease with New Cingular Wireless, PCS, LLC (AT&T) and authorize the Mayor to execute said amendment.

**BACKGROUND:**

In 1992, the City of Prairie Village entered into a lease agreement with AT&T to install wireless facilities on the City-owned cellular tower at 7700 Mission Road. The original lease agreement set a monthly rental fee of \$200. It should be noted that AT&T constructed the existing tower at its cost as part of the original lease agreement.

In 2008, the City of Prairie Village approved an amendment to the original lease agreement which changed the fee structure (see below) and eliminated provisions for the City receiving cell phones and minutes. At that time there was considerable discussion related the lease structure and the length of the term of the agreement. As noted in 2008, the lease term was originally approved by the City Council and was not a consideration at that time.

AT&T is currently requesting some modifications to the antenna structure and the leasing area within the compound. The Planning Commission has approved the proposed modifications as per zoning code regulations. As part of this process, staff recognized an opportunity to revisit the current lease and has been negotiating with AT&T on the existing rent structure based on comments presented in 2008.

AT&T has agreed to modify the existing rent structure. AT&T has not agreed to modify the term of the original lease which has an expiration date of 2017 with a 25 year renewal (until 2042) at the discretion of AT&T.

The Second Amendment to the original contract provides for a new rent structure over the life of the lease agreement. In addition, the Amendment covers several of the provisions related to the installation of a new generator in the existing compound of the tower facility.

Below is a comparison of the existing rent structure and the proposed rent structure initiated and negotiated by City staff.

<b>2008 RENT STRUCTURE</b>		<b>PROPOSED RENT STRUCTURE</b>	
<b>PERIOD</b>	<b>MONTHLY RENT</b>	<b>PERIOD</b>	<b>MONTHLY RENT</b>
60 months commencing October 1, 2007 and ending September 30, 2012	\$400.00	73 months commencing September 1, 2011 and ending September 30, 2017	\$1,840.00
55 months commencing October 1, 2012 and ending September 30, 2017	\$440.00		
60 months commencing October 1, 2017 and ending September 30, 2022	\$484.00	60 months commencing October 1, 2017 and ending September 30, 2022	\$2,116.00
60 months commencing October 1, 2022, and ending September 30, 2027	\$532.40	60 months commencing October 1, 2022, and ending September 30, 2027	\$2,433.00
60 months commencing October 1, 2027, and ending September 30, 2032	\$585.64	60 months commencing October 1, 2027, and ending September 30, 2032	\$2,798.00
60 months commencing October 1, 2032, and ending September 1, 2037	\$644.20	60 months commencing October 1, 2032, and ending September 1, 2037	\$3,218.00
55 months commencing October 1, 2037, and ending April 30, 2042	\$708.62	55 months commencing October 1, 2037, and ending April 30, 2042	\$3,700.00
<b>Total Lease Payments</b>	<b>\$221,948.50</b>	<b>Total Lease Payments</b>	<b>\$971,720</b>

**FUNDING SOURCE:**

There is no funding required for this lease agreement. The proposed lease amendment will provide approximately \$750,000 more in revenue dollars over the life of the lease agreement.

**ATTACHMENT:**

Second Amendment to the Prairie Village Lease Agreement (AT&T)

**PREPARED BY:**

Dennis J. Enslinger  
Assistant City Administrator  
Date: August 12, 2011

**SECOND AMENDMENT TO  
PRAIRIE VILLAGE TOWER LEASE AGREEMENT**

THIS SECOND AMENDMENT TO PRAIRIE VILLAGE TOWER LEASE (“Second Amendment”), dated as of the latter of the signature dates below, is by and between the City of Prairie Village, Kansas, a Kansas municipal corporation, having a mailing address of City of Prairie Village, 7700 Mission Road, Prairie Village, KS 66208 (hereinafter “City”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Kansas City SMSA Limited Partnership, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter “Tenant”), collectively referred to as “Party” or “Parties”.

WHEREAS, City and Tenant entered into the Prairie Village Tower Lease on April 20, 1992 (“Lease”), which was further amended by First Amendment to Prairie Village Tower Lease (“First Amendment”) on March 3, 2008, whereby the City leased to Tenant both ground space and equipment space at the 150’ level on the communications tower located at 7700 Mission Road, Prairie Village, Johnson County, Kansas 66208, all as more particularly described in the Lease, and

WHEREAS, City and Tenant desire to amend paragraph 1 of the Lease to permit Tenant to add antennas on the communications tower and to add a natural gas generator on the Property; and

WHEREAS, City and Tenant desire to amend paragraph 19 of the Lease to modify the Notice addresses, and

WHEREAS, City and Tenant desire to add Exhibit A-1 and Exhibit B to the Lease to add a site plan drawing, a site elevation drawing and City mandated generator requirements, and

WHEREAS, City and Tenant desire to amend paragraph 3 of the First Amendment to modify the rent schedule to reflect Tenant’s additional communications equipment and additional ground space, and

WHEREAS, City and Tenant desire to amend paragraph 4 of the First Amendment to modify the rent schedule for the Renewal Term, and

WHEREAS, City and Tenant desire to keep the remainder of the Lease and First Amendment in full force and effect, and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant agree as follows:

**I. The second Paragraph within paragraph 1 of the Lease: References to “Improvements” are deleted and replaced with the following:**

- (i) For purposes of this Lease, the “Improvements” shall mean (i) the right to operate and maintain Tenant’s one story communications building, pad and stoop now located on the Property (the “Building”) as shown on Exhibit A-1 to this Second Amendment, (ii) the

right to install and maintain the antennas and other transmission equipment, coaxial cables and transmission lines, platform and other supporting hardware, and waveguide bridge as shown on Exhibit A-1 to this Second Amendment, (iii) the right to install and maintain a natural gas generator as shown on Exhibit A-1 to this Second Amendment, and (iv) the right to use the areas in and around the Property and surrounding property of the City for the purposes set forth in this Lease and all amendments thereto, including, without limitation, ingress and egress.

**II. Paragraph 19 of the Lease (Notices) is hereby deleted and replaced with the following:**

**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows. As to City, City of Prairie Village, Kansas, Attn: \_\_\_\_\_, 7700 Mission Road, Prairie Village, KS 66208. As to Tenant, New Cingular Wireless PCS, LLC, Attn: Network Real Estate Administration Re: Cell Site # 5025, Cell Site Name Prairie Village, FA No: 10000419, 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, , with a copy to New Cingular Wireless PCS, LLC, Attn: AT&T Legal Department, Re: Cell Site #: 5025; Cell Site Name: Prairie Village (KS), Fixed Asset No.: 10000419, 15 East Midland Avenue, Paramus, NJ 07652. Either Party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

**III. Exhibit A-1 and B, herein, are hereby attached as additional new Lease Exhibits to the Lease.**

**IV. Paragraph 3 of the First Amendment is deleted and replaced with the following:** Effective September 1, 2011, and for the remainder of the Initial Term, Tenant shall pay to City the following rent:

<b>PERIOD</b>	<b>MONTHLY RENT</b>
73 months commencing September 1, 2011 and ending September 30, 2017	\$1,840.00

**V. Paragraph 4 of the First Amendment is deleted and replaced with the following:** If Tenant exercises its renewal option, monthly rent during the Additional Term shall be as follows:

<b>PERIOD</b>	<b>MONTHLY RENT</b>
60 months commencing October 1, 2017 and ending September 30, 2022	\$2,116.00
60 months commencing October 1, 2022, and ending September 30, 2027	\$2,433.00
60 months commencing October 1, 2027, and ending September 30, 2032	\$2,798.00

<b>PERIOD</b>	<b>MONTHLY RENT</b>
60 months commencing October 1, 2032, and ending September 1, 2037	\$3,218.00
55 months commencing October 1, 2037, and ending April 30, 2042	\$3,700.00

**VI. Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease, First Amendment and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Lease and First Amendment otherwise are unmodified and remain in full force and effect. Each reference in the Lease and First Amendment to itself shall be deemed also to refer to this Second Amendment.

**VII. Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease and First Amendment.

*IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.*

**ATTEST:**

**CITY OF PRAIRIE VILLAGE, KANSAS**

\_\_\_\_\_  
Joyce Hagen Mundy  
City Clerk

By: \_\_\_\_\_  
Ronald L. Shaffer, Mayor

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

Approved By:

\_\_\_\_\_  
City Attorney

**“TENANT”**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility  
Its: Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

*On the \_\_\_\_ day of \_\_\_\_\_, 2011, before me personally appeared \_\_\_\_\_, and  
acknowledged under oath that he is the \_\_\_\_\_ of  
\_\_\_\_\_, the \_\_\_\_\_ named in the attached  
instrument, and as such was authorized to execute this instrument on behalf of the  
\_\_\_\_\_.*

\_\_\_\_\_  
Notary Public: \_\_\_\_\_

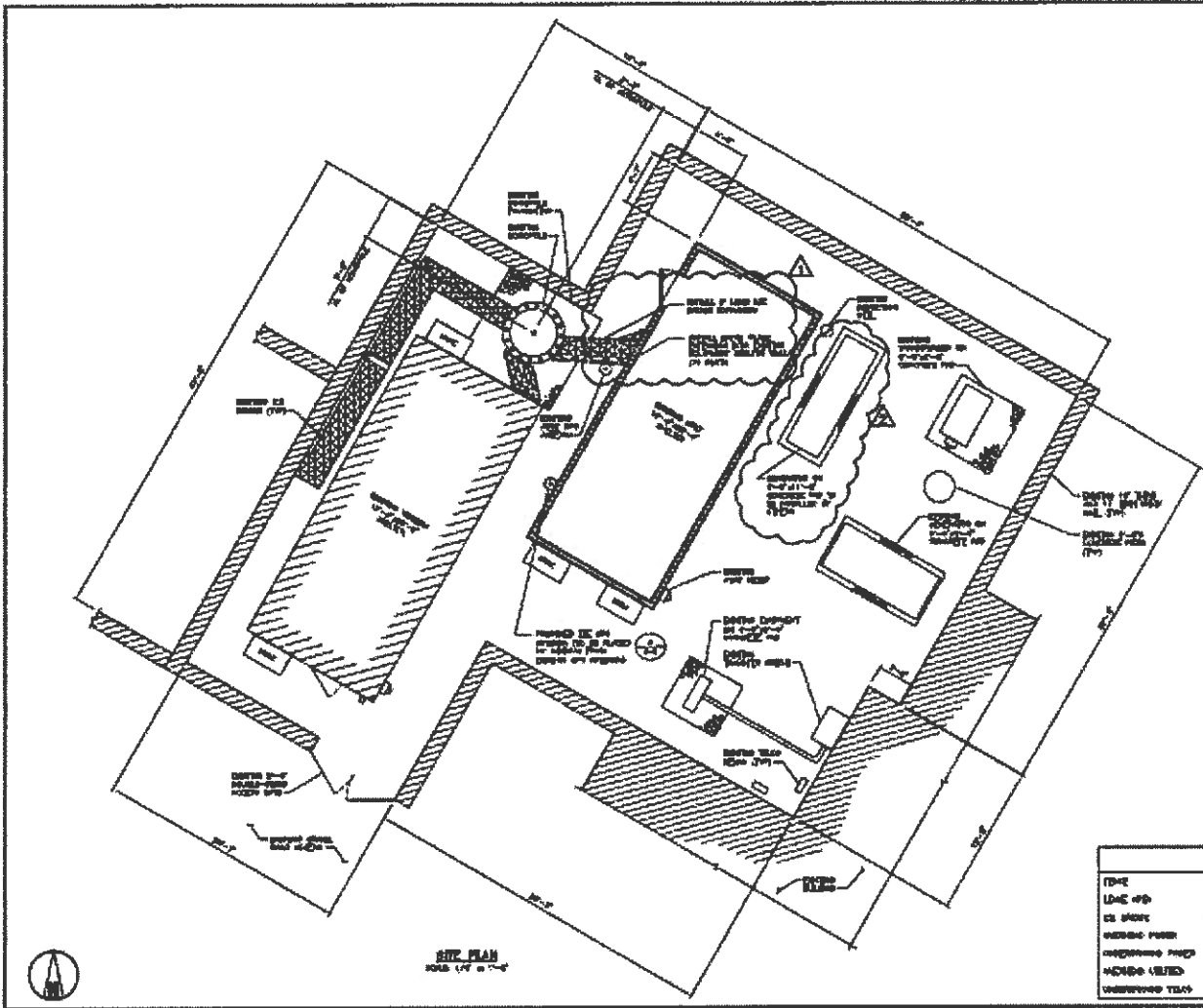
My Commission Expires: \_\_\_\_\_

## **EXHIBIT A-1**

To this Second Amendment to Prairie Village Tower Lease, by and between the City of Prairie Village, Kansas, (hereinafter "**City**"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Kansas City SMSA Limited Partnership, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter "**Tenant**"):

**SEE ATTACHED SITE PLAN AND SITE ELEVATION**





LEGEND	
LINE #10	---
TO SHOW	
ROOFING PANEL	---
ROOFING PANEL	---
ROOFING PANEL	---
ROOFING PANEL	---
ROOFING PANEL	---
ROOFING PANEL	---
ROOFING PANEL	---



PROJECT NO.	100003
CLIENT NO.	000000
CLIENT NAME	AT&T
DATE	11/15/00
SCALE	1/4" = 1'-0"
PROJECT	DESIGN OF BUILDING
DATE	11/15/00
PROJECT	DESIGN OF BUILDING
DATE	11/15/00
PROJECT	DESIGN OF BUILDING
DATE	11/15/00



**MEMORANDUM**  
FRANK VILLAGE  
7701 WISDOM ROAD  
FRANK VILLAGE, KS 66202  
LTS-MONOPOL

11/15/00  
**SITE PLAN**

11/15/00  
**C-1**

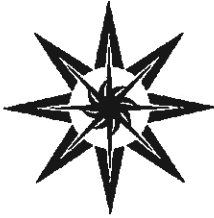


## **EXHIBIT B**

To this Second Amendment to Prairie Village Tower Lease, by and between the City of Prairie Village, Kansas, (hereinafter “**City**”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as successor in interest to Kansas City SMSA Limited Partnership, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 (hereinafter “**Tenant**”):

### **GENERATOR REQUIREMENTS**

1. The generator shall be connected to a natural gas line.
2. The generator shall only be tested between the hours of 8:00 a.m. and 5:00 p.m.
3. The generator shall be installed in accordance with NFPA 37 Standards for installations and Use of Stationary Combustion Engines and Gas Turbines.
4. The generator will provide sound attenuation that does not exceed 68db at 23 feet.
5. Due to heat-related issues, the generator shall be up-vented. If future heat-related generator issues arise, Tenant and City shall cooperate with one another to resolve such issue.
6. Tenant shall submit a final drawing with dimensions for City review and approval.



## ADMINISTRATION

Council Committee Meeting Date: August 15, 2011  
City Council Meeting Date: September 6, 2011

**COU2011-42: Consider approving agreement with Mitel for the purchase and installation of a phone and voicemail system for all City facilities.**

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### SUGGESTED MOTION

Move that the Committee approve the agreement with Mitel for the purchase and installation of a phone and voicemail system for all City facilities, pending review by the City Attorney.

### BACKGROUND

The current phone system is a Nortel Option 11 that was leased by the City in 2002; lease expired in 2009 at which time the City purchased the used system for \$15,410. The current phone system has reached end-of-life and will have minimal support. Replacement equipment is not readily available and it is becoming more difficult to secure used parts. In September 2010, the Governing Body approved an agreement with Swartz Consulting, LLC to review the state of the City's current telecommunications systems. The assessment found that, "the City's telecommunications infrastructure is outdated and at increasing risk of failure. Such a failure would have a negative impact on the City's ability to conduct necessary business; a failure at the public safety facility could be very serious."

City staff spent considerable discussion regarding the cost of a new system versus the risk of failure associated with the existing phone and voicemail system. Staff concluded that with the emergency functions of the City, it is critically important to have a reliable and sound phone and voicemail system.

In early 2011, the City solicited proposals for City-wide phone systems. Responses included various technologies as the basis of their phone systems; digital phones (current phone system technology), voice over internet protocol (VoIP), and a hosted solution. After a review of the responses, a committee comprised of City staff and representatives from Swartz Consulting participated in demonstrations of four vendors proposed solutions in June. Of those vendors, City staff requested further information about their proposed solution and participated in additional demonstrations held at their respective offices.

Based on these demonstrations and information from on-site visits and discussions with other users, City staff recommends using Mitel for the purchase and installation of a new phone system for the City. The Mitel solution provides complete

telecommunication capabilities and overall system reliability and support, in addition to good pricing. The new phone system allows the City to:

- Capitalize on the technological infrastructure by integrating the City's e-mail and voicemail system
- Utilize presence for all users that shows the status of all users
- Allows for desk and cellular phone twinning
- Provides new technology for voicemail
- System includes one hundred (100) new phones

The estimated cost for the purchase of the Mitel solution is \$105,000 based on phone types. Currently, the City budgets \$30,000 for phone system leases, maintenance and hardware replacement. With the Mitel solution, maintenance is free for the first year, with an average of \$5,700 per year for years two through five.

### **FUNDING SOURCE**

Equipment Reserve Fund - Budget Amount \$125,000.

City staff recognized the antiquated system will need upgrades or replacement and budgeted funds in the Equipment Reserve Fund.

### **ATTACHMENTS**

- Itemized Pricing Structure with Mitel
- Draft Agreement with Mitel

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Prepared By:

Nicholas Sanders, PHR, IPMA-CP

Human Resources Specialist

Date: August 5, 2011

Company Name:		Mitel Networks		
<b>Itemized Pricing - 10/100 Infrastructure</b>				
Quantity	Part No.	Description	Unit \$	Total \$
<b>Professional Services</b>				
Professional Services - System Design and Project Management				
1	53000253	Professional Services	\$ 1,238.40	\$ 1,238.40
1	53000975	Project Management/Coordination	\$ 670.80	\$ 670.80
<b>Total NJPA Price</b>				<b>\$ 1,909.20</b>
<b>Mitel 5000 v5.0 for City Hall and Public Safety part of City of Prairie Village - Multi-Site 5000</b>				
Mitel 5000 Communications Platform - Base Packages, System Hardware				
1	50006488	MT5000 HX to DEI Cable 16in	\$ 32.00	\$ 32.00
1	52002632	MITEL 5000 IP BASE KIT HX CONTROLLER	\$ 1,696.00	\$ 1,696.00
		1 : 580.1003 TEN ASSEMBLY HX CONTROLLER		\$ -
		1 : 580.3000 MT5000 HX Processor Mdl (HPM)		\$ -
		16 : 840.0416 MT5000 Lic IP Phone Category D		\$ -
		1 : 840.0844 MT5000 Lic Dyn Ext Expr SYSTEM		\$ -
		1 : 50006491 SW MT 5000 V5.0 DVD NA		\$ -
		1 : 50006271 PWR CRD C13 10A 125V - NA PLUG		\$ -
		1 : 580.9126 MT5000 HX Ctrl Pwr Sup 120W 24VDC 5A		\$ -
		4 : 840.0411 LICENSE INTL5000 BVM SINGLE PT		\$ -
		1 : 841.1152 Mitel 5000 1024MB CF V4X+ NA SW		\$ -
		1 : 999.9000 KIT SOFTWARE SITE LICENSE		\$ -
		1 : 54005357 MT5000 Lic UVM E-mail Synchronization		\$ -
		1 : 54005359 MT5000 Lic Meet-Me Conf		\$ -
		1 : 54005399 MT5000 Lic Hot Desking System-Wide		\$ -
1	52002652	Mitel 5000 v4.0 PS-1 w/lic key	\$ 3,840.00	\$ 3,840.00
2	580.1001	MT5000 Digital Exp Interface (DEI)	\$ 576.00	\$ 1,152.00
1	580.2020	MT5000 Processor Expansion Card (PEC-1)	\$ 768.00	\$ 768.00
4	580.2101	MT5000 Single Line Mdl (SLM-8) for DEI	\$ 572.80	\$ 2,291.20
1	580.2304	MT5000 Loop Start Mdl (LSM-4) for CS/HX	\$ 249.60	\$ 249.60
Mitel 5000 Communications Platform - Software Licenses				
1	840.0229	MT5000 Lic Analog VM HG	89.60	\$ 89.60
1	840.0230	MT5000 Lic Automatic Call Distribution	89.60	\$ 89.60
1	840.0320	MT5000 Lic System OAI Events	268.80	\$ 268.80
1	840.0321	MT5000 Lic System OAI 3rd Pty Call Ctrl	268.80	\$ 268.80
73	840.0416	MT5000 Lic IP Phone Category D	89.60	\$ 6,540.80
1	840.0759	MT5000 Lic Enable 2nd port on T1M-2	640.00	\$ 640.00
1	840.0819	MT5000 Lic File Based Music Source	96.00	\$ 96.00
Mitel 5000 Communications Platform - Voicemail, Enterprise Messaging				
1	840.0460	LICENSE INTL5000 BVM 4 PORTS	\$ 640.00	\$ 640.00
Desktop Devices - 5200/5300 IP Phones and Peripherals				
5	50001543	5310 IP BRDM CONF OPT MOUSE DK	80.00	\$ 400.00
5	50004459	IP Conference Saucer - Dark Grey	320.00	\$ 1,600.00
6	50005071	5340 IP PHONE	300.80	\$ 1,804.80
5	50005321	5310 IP CONFERENCE MODULE (5300 SER	96.00	\$ 480.00
68	50005804	5330 IP Phone (Backlit)	236.80	\$ 16,102.40
2	50006191	5320 IP Phone	160.00	\$ 320.00

OEM - CommSource, DataNet Equipment			
2	900.0507	MOD 8POS T-1 SURGE S2 VRMS CLAMP SC	51.00 \$ 102.00
1	900.0525	PROTECTOR/TELCO 8 PAIR DTK-8P	96.05 \$ 96.05
1	901.0528	8 OUTLET STRIP 6' CORD 1RJ11 IN 2	23.80 \$ 23.80
Professional Services - Implementation			
1	53000246	TRAINING	\$ 2,872.40 \$ 2,872.40
1	53000253	Implementation (SP)	\$ 2,992.80 \$ 2,992.80
Software Assurance			
1	SW_ASSUR	Software Assurance for Additional 48 Months	\$ 1,280.00 \$ 1,280.00
1		<b>FIND YOUR VOICE PROMO</b>	<b>\$ (10,835.20) \$ (10,835.20)</b>
<b>Total NJPA Price</b>			<b>\$ 35,901.45</b>
<b>Mitel 5000 v5.0 for Public Works part of City of Prairie Village - Multi-Site 5000</b>			
Mitel 5000 Communications Platform - Base Packages, System Hardware			
1	50006500	SW P MEM MT 5000 2GB CF V4X+ NA	102.00 \$ 102.00
1	52002632	MITEL 5000 IP BASE KIT HX CONTROLLER	1,696.00 \$ 1,696.00
		1 : 580.1003 TEN ASSEMBLY HX CONTROLLER	
		1 : 580.3000 MT5000 HX Processor Mdl (HPM)	
		16 : 840.0416 MT5000 Lic IP Phone Category D	
		1 : 840.0844 MT5000 Lic Dyn Ext Expr SYSTEM	
		1 : 50006491 SW MT 5000 V5.0 DVD NA	
		1 : 50006271 PWR CRD C13 10A 125V - NA PLUG	
		1 : 580.9126 MT5000 HX Ctrl Pwr Sup 120W 24VDC 5A	
		4 : 840.0411 LICENSE INTL5000 BVM SINGLE PT	
		1 : 841.1152 Mitel 5000 1024MB CF V4X+ NA SW	
		1 : 999.9000 KIT SOFTWARE SITE LICENSE	
		1 : 54005357 MT5000 Lic UVM E-mail Synchronization	
		1 : 54005359 MT5000 Lic Meet-Me Conf	
		1 : 54005399 MT5000 Lic Hot Desking System-Wide	
1	580.2702	MT5000 Dual T1/E1/PRI (T1M-2) for CS/HX	\$ 640.00 \$ 640.00

Mitel 5000 Communications Platform - Software Licenses				
1	840.0320	MT5000 Lic System OAI Events	268.80	\$ 268.80
1	840.0321	MT5000 Lic System OAI 3rd Pty Call Ctrl	268.80	\$ 268.80
1	840.0819	MT5000 Lic File Based Music Source	96.00	\$ 96.00
Desktop Devices - 5200/5300 IP Phones and Peripherals				
1	50001543	5310 IP BRDM CONF OPT MOUSE DK	80.00	\$ 80.00
1	50004459	IP Conference Saucer - Dark Grey	320.00	\$ 320.00
3	50005071	5340 IP PHONE	300.80	\$ 902.40
1	50005321	5310 IP CONFERENCE MODULE (5300 SER	96.00	\$ 96.00
13	50005804	5330 IP Phone (Backlit)	236.80	\$ 3,078.40
OEM - CommSource, DataNet Equipment				
1	900.0507	MOD 8POS T-1 SURGE S2 VRMS CLAMP SC	51.00	\$ 51.00
1	900.0509	4 PAIR TELCO PROTECTOR 130 VOLT	46.75	\$ 46.75
1	901.0528	8 OUTLET STRIP 6' CORD 1RJ11 IN 2	23.80	\$ 23.80
Professional Services - Implementation				
1	53000246	TRAINING	\$ 1,148.96	\$ 1,148.96
1	53000253	Implementation (SP)	\$ 1,341.60	\$ 1,341.60
Software Assurance				
1	SW_ASSUR	Software Assurance for Additional 48 Months	\$ 1,280.00	\$ 1,280.00
<b>Total NJPA Price</b>				<b>\$ 11,440.51</b>
<b>Unified Communicator Advanced for 5000 (UCA) part of City of Prairie Village - Multi-Site 5000</b>				
Mitel 5000 Communications Platform - Software Licenses				
1	840.0416	MT5000 Lic IP Phone Category D	89.60	\$ 89.60
Unified Communications				
36	54004266	UC Advanced 1 Deskphone License	63.36	\$ 2,280.96
1	54004267	UC Advanced 50 Deskphone License	2,851.20	\$ 2,851.20
1	54004268	UC Advanced 1 Softphone License	48.00	\$ 48.00
1	54005404	Mitel Unified Communicator Software	960.00	\$ 960.00
Customer Service Manager				
1	54004823	UC Advanced Console Option	544.00	\$ 544.00
Professional Services - Implementation				
1	53000253	Implementation (SP)	\$ 2,683.20	\$ 2,683.20
Software Assurance				



1	SW_ASSUR	Software Assurance for Additional 48 Months	\$ 3,094.00	\$ 3,094.00
<b>Total NJPA Pricing</b>				\$ 12,550.96
<b>CSM Reporting on MAS part of City of Prairie Village - Multi-Site 5000</b>				
Mitel Applications Suite				
1	52002311	MAS MBD Historical Starter Pack	\$ 1,440.00	\$ 1,440.00
		1 : 50006201 50006201		
		1 : 51013671 MS2003 Telco R2 CofA Sticker		
		5 : 54004326 CSM Single Client Go License		
		1 : 54004340 CSM Reporter Basic Initial License		
		1 : 54004347 CSM RealViewer License		
		1 : 54004357 CSM Server License		
1	54004341	CSM Reporter Basic Additional Licen	480.00	\$ 480.00
1	54004346	CSM Auto Reporter License	499.20	\$ 499.20
Professional Services - Implementation				
1	53000253	Implementation (SP)	\$ 619.20	\$ 619.20
Software Assurance				
1	SW_ASSUR	Software Assurance for Additional 48 Months	\$ 800.00	\$ 800.00
<b>Total NJPA Pricing</b>				\$ 3,838.40
<b>IP-DECT Wireless Phones for Public Works</b>				
Mitel 5000 Communications Platform - Software Licenses				
2	840.0418	MT5000 Lic IP Phone Category F	\$ 64.00	\$ 128.00
Wireless - IP DECT				
2	51012534	Basestation (Global)	764.80	\$ 1,529.60
2	51015421	Mitel 5604	188.80	\$ 377.60
2	51015423	Mitel 5603/04 Charger Global(exclude EU)	29.44	\$ 58.88
1	51300486	Basestation Outdoor Housing v2	416.00	\$ 416.00
Professional Services - Plan, Design & Optimize				
	840.1047	FEE PROFESSIONAL SERVICE	\$ 774.00	\$ 774.00
<b>Total NJPA Pricing</b>				\$ 3,284.08
<b>DataNet Quote #: 124051 - 10/100 Switches</b>				
OEM - CommSource, DataNet Equipment				
2	907.2052-013	HP PROCURVE GIGABIT-SX-LC MINI	\$ 311.00	\$ 622.00
2	907.2052-058	HP PROCURVE SWTCH 2610-48 PWR	\$ 1,980.00	\$ 3,960.00
1	907.2052-068	HP PROCURVE SWTCH 2610-24-PWR	\$ 1,158.00	\$ 1,158.00
3	907.7015	DATANET BASIC PRE-CONFIG	\$ 375.00	\$ 1,125.00
<b>Total NJPA Pricing</b>				\$ 6,865.00
<b>DataNet Quote #: 109745 - Dell Servers</b>				
OEM - CommSource, DataNet Equipment				
1	51201430	Dell 1U CTI Server with OS 5 Year Maint	2,475.00	\$ 2,475.00
2	51201431	Dell 1U CTI Srvr with out/OS 5 Year Main	1,847.00	\$ 3,694.00
<b>Total NJPA Pricing</b>				\$ 6,169.00
<b>Fiber Connection for Data Room Connectivity</b>				
		As described in SOW	\$ 6,936.25	\$ 6,936.25

Total Hardware/Software Price (includes Installation)	\$ 81,958.60
Fiber Connection	\$ 6,936.25
Total Software Assurance, 13 months included	INCLUDED
Total Software Assurance, Year 2 - 5	INCLUDED
Subtotal	\$ 88,894.85
Total Warranty (12-month included)	\$ -
Total Maintenance, Year 2 - 5	\$ 22,472.06
Grand Total PBX Price, 5 Year TCO	\$ 111,366.91
 TSP Leasing, based on 60 Month term	 \$2,218.73



Schedule 1

List of System, Services and Support  
for Cash Purchase

Mitel Technologies, Inc.	("Customer")
Principal Place of Business (Address): 7300 West Boston Street Chandler, Arizona, 85226	Principal Place of Business (Address):
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

This Schedule 1 is subject to the terms and conditions of the applicable sales agreement as executed by Customer and Mitel ("Agreement"). Terms not otherwise defined in this Schedule 1 shall have the meaning set out in the Agreement.

1. List of System, Services and Support:

2. Customer Site Address(es):

Total Purchase Price: \$



**SALES PURCHASE AGREEMENT**

Mitel Technologies, Inc.	(*Customer*)
Principal Place of Business (Address): 7300 West Boston Street Chandler, Arizona, 85226	Principal Place of Business (Address):
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Mitel and Customer agree to the terms and conditions below and have caused this Agreement to be executed by their respective duly authorized representatives on the date first appearing above.

**1. Definitions.** "Mitel" means, collectively or individually, Mitel Networks Corporation and its subsidiaries. "Agreement" means this Sales Purchase Agreement and any Supplement. "Hardware", "Services", "Software" and "Support" shall each be as detailed in a Supplement. "System" means collectively Hardware and Software; "SOW" means a Statement of Work in the form provided in Appendix A detailing the particular System, Services and Support to be provided by Mitel to Customer. "P.O." means a purchase order issued by Customer detailing the particular Hardware, Software, Services and/or Support to be provided by Mitel to Customer. "Schedule 1" means a Schedule in the form provided in Appendix A detailing the particular System, Services and/or Support to be provided by Mitel to Customer. "Supplement" means individually or collectively a SOW, Schedule 1 or a P.O. to this Agreement. All other terms are as defined in the Sections in which they are used.

**2. Supplements.** For the purchase of Hardware, Software, Services and/or Support by Customer, Mitel may require Customer to sign one or more Supplements.

**3. Term.** This Agreement is effective as of the date it is signed by both Mitel and Customer and will continue perpetually unless terminated as provided below. If the parties agree to termination of this Agreement, the terms of the Agreement shall continue to govern until Acceptance, as defined below, is achieved under all Supplements.

**4. Termination.**

**(a) General** - Mitel and Customer may agree, in writing, to terminate this Agreement or any of its Supplements. Upon termination of this Agreement, Customer shall return to Mitel all software and related materials and any copies thereof. Any termination of the Agreement pursuant to this clause will be without prejudice to any other rights or remedies either party may be entitled to and will not affect any accrued rights or liabilities of either party.

**(b) Default** - If either party is in breach of a material provision of this Agreement ("Default"), then the non-defaulting party may suspend performance under this Agreement without liability and, if the defaulting party has not cured the Default after thirty (30) days written notice, immediately terminate this Agreement for cause. A party shall be deemed in Default if a bankruptcy or insolvency proceeding is filed by or against that party or if that party makes an assignment for the benefit of its creditors.

**5. Substitutions and Subcontracting.** Mitel may substitute the System or any component thereof with comparable new equipment of equivalent functionality. Mitel may subcontract its obligations under this Agreement, but will remain responsible for such obligations.

**6. Purchase Orders.** P.O.'s are not required by either party to give effect to this Agreement. To the extent Customer places, and Mitel accepts a P.O., each order will constitute a contract between the parties which shall be governed exclusively by the terms and conditions of this Agreement, even if Customer does not refer to this Agreement on the P.O.

**7. Use.** Customer agrees the System is being purchased for its own use as an end-user (not for resale). Customer may opt to finance such purchase through a third party. Mitel's acceptance of payment from such third party is conditional upon the Customer ensuring such third party complies with, and Customer remains responsible for, Customer's obligations set forth in this Agreement, including but not limited to Section 10 (Confidentiality) and Section 11 (Indemnification).

**8. Software License.** All Software delivered under this Agreement shall be:

- (i) provided as object code;
- (ii) licensed to Customer under a personal, non-transferable, non-exclusive, paid-up license (subject to Mitel's receipt of the Payment) to use. Title to the Software shall remain at all times with Mitel or its suppliers; and
- (iii) used only with the hardware configuration specified in a Supplement.

Customer is granted no other rights to the Software except what is expressly stated herein and Mitel reserves all other rights.

Customer agrees that all Software shall be treated as copyrighted, confidential property and a proprietary trade secret of Mitel or its suppliers. Customer shall take all reasonable steps to hold the Software in confidence for the benefit of Mitel or its suppliers. Customer shall not provide or make the Software available to any person other than its employees on a strict "need to know" basis and shall issue to such employees adequate instructions to satisfy its obligations hereunder.

Customer shall not:

- (i) make more than one copy for backup purposes, alter or modify the Software or take any action inconsistent with the ownership interest of Mitel or its suppliers;
- (ii) decompile, reverse assemble or otherwise analyze or examine the Software or any firmware implementation of the Software for reverse engineering purposes.

- (iii) sublicense, sell, lease or otherwise transfer or convey the Software, in whole or in part, without providing Mitel prior written notice and a copy of the transferee's agreement to pay any required relicensing fee and to adhere strictly to the terms and conditions of this license in favor of Mitel or its suppliers.

If at any time Mitel determines that the Customer is using unlicensed features, Mitel may in its sole discretion either allow the Customer to pay for continued use of those features or disable or remove the same in addition to any other remedies available under this Agreement.

Customer's obligations under this license shall survive the termination of the Agreement.

**9. Hardware.** Title and risk of loss to Hardware detailed in a Supplement shall pass to Customer upon shipment. However, in the event Customer has elected to finance such purchase, title shall pass to such third party financier upon payment in full for the System, unless the parties agree otherwise.

**10. Security Interest.** Until Mitel has received full Payment, Customer hereby grants to Mitel a security interest in the System and authorizes Mitel or shall assist Mitel to file any forms necessary in order to perfect a security interest in the System.

**11. Confidentiality.** Customer shall maintain in confidence and prevent the unauthorized use, disclosure, copying or publication of the Hardware and Software, which shall include any associated intellectual property rights, and any other information which is designated by Mitel as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by Customer using reasonable business judgment to be confidential.

#### **12. Indemnification – Intellectual Property**

**(a) Mitel** - Mitel shall at its expense indemnify and defend Customer from any claim or action filed against Customer to the extent that it is based on a claim that the Hardware or Software infringes a valid U.S. or Canadian intellectual property right; provided that the Customer promptly gives notice to Mitel of any Intellectual Property Infringement upon becoming aware of the same; and gives Mitel the sole conduct of the defence to any claim or action in respect of an Intellectual Property Infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of Mitel; and

**(b) Customer** - Customer shall at its expense indemnify and defend Mitel from any action filed by a court against Mitel to the extent that it is based on a claim that (i) Customer has breached the intellectual property rights of Mitel; or (ii) Customer's design, integration, specification, instruction or particular use infringes a valid intellectual property right .

**(c) Procedure** - The indemnifying party shall pay resulting costs and damages finally awarded or agreed to in a settlement, provided the indemnified party: (i) makes no admission of the alleged infringement; (ii) gives the indemnifying party written notice of any action filed or threatened; (iii) gives the indemnifying party sole authority and control of the defense of any action and all related settlement negotiations; and (iv) furnishes all information and assistance necessary for the defense of the action as reasonably requested.

**(d) Infringement Remedies** - In the event Customer is enjoined from use of the System as a result of an action or the System becomes the subject of an infringement claim, Mitel may at its sole option and without further obligation either (i) procure the Customer's right to continue using the System, (ii) replace or modify the System to be non-infringing and functionally equivalent or (iii) accept the return of the System and refund the purchase price paid, less depreciation.

**(e) Exclusions** - Mitel, its affiliates, subsidiaries and related companies, and their respective officers, directors, employees and agents shall have no liability for any claim or action, including without limitation contributory infringement and inducement to infringe, that is based upon: (i) use or operation of the System in combination with any product or services not provided by Mitel; (ii) Customer's modification of the System; (iii) Customer's failure to implement corrections or modifications provided by Mitel; or (iv) design, integration, specification, instruction or information provided by or on behalf of the Customer or any third-party.

The foregoing states the entire liability of either party for any infringement of intellectual property rights.

**13. Limitation of Liability.** Except for the provisions related to Confidentiality, Software license and Customer's obligation for indemnity for intellectual property infringement: (i) in no event shall either party be liable to the other for consequential, indirect, special or general damages arising from any claim or action based on contract, tort or other legal theory; and (ii) direct damages shall not exceed the amount payable to Mitel under this Agreement. Mitel shall not be liable for loss of data, the inability to use data, damage or expense arising from the use or inability to use the System, either separately or in combination with any other system, whether or not Mitel has received notice of the possibility of such damages.

#### **14. Delivery, Cutover and Acceptance**

**(a) Delivery.** Upon execution of this Agreement and any applicable Supplement, or a mutually agreed upon date by the parties, Mitel will deliver and install the System on the date indicated in the Supplement, FCA (Incoterms 2000) shipping point.

**(b) Cutover.** Cutover occurs when Mitel determines that the System is performing substantially in compliance with the manufacturer specifications. Omissions or variances that do not, in Mitel's determination, materially affect the operation of the System shall not delay Cutover.

**(c) Acceptance.** Unless Customer provides Mitel, within ten (10) business days following Cutover ("Acceptance Period"), with written notice detailing any material nonconformity of the System with the manufacturer specifications ("Notice of Non-conformity"), acceptance of the System by Customer shall be deemed to have occurred.

Where Mitel confirms that a non-conformity, detailed in a Notice of Non-conformity, is verifiable and material, the Acceptance period will be delayed until Mitel corrects the problem. Upon correction, the Acceptance Period will begin anew.

Where Mitel is unable to confirm that a non-conformity, detailed in a Notice of Non-conformity, is verifiable and material, then the Acceptance Period will run from Cutover.

Customer agrees that failure to provide a Notice of Non-conformity within the Acceptance Period shall constitute unconditional acceptance by Customer of the System and any services detailed in an Supplement.

**15. Payment.** Payment shall be thirty (30) days from the date of an invoice ("Payment Due Date"), under the following schedule:

For purchase by check or with Mitel's consent, by PO:      30% execution of this Agreement                      50% delivery                      20% Cutover

Customer shall pay any applicable taxes and governmentally imposed fees arising from its purchase under this Agreement, or provide a tax exemption certificate prior to invoicing. If payment is not received by the Payment Due Date, Mitel may, in its sole discretion, (i) terminate this Agreement and retain all sums paid after giving fifteen (15) days prior written notice to cure and/or (ii) suspend delivery of any products or performance of any service under any Supplement immediately without notice until such payments are received by Mitel. Any amounts that remain unpaid by Customer after the cure period will be subject to the lesser of two percent (2%) monthly interest rate or the maximum rate allowed by applicable law.

#### **16. Warranty.**

**(a) Services Warranty** - All work provided hereunder will be performed in a good and workmanlike manner consistent with standard communications industry practice.

**(b) System Warranty** - During the warranty period, Customer shall receive the following inclusions:

**(i) Software Warranty** - During the term of the manufacturer's warranty period, the Software media will be free from defects in material and workmanship under normal use and the Software will perform substantially in compliance with the manufacturer's specifications. To the extent that any deficiency in the material or workmanship prevents the Software from operating substantially in accordance with the manufacturer's specifications, Mitel will use commercially reasonable efforts to correct the problem within a reasonable period of time. If the problem cannot be corrected, Mitel will in its sole discretion either replace the Software or install a new release when made generally available or return the System to a prior release.

**(ii) Hardware Warranty** - During the term of the manufacturer's warranty period, twelve (12) months from date of acceptance, ("Hardware Warranty Period") all Hardware components will be free from defects in material and workmanship under normal use and will perform in substantial compliance with the manufacturer's specifications. The exclusive remedy and recourse for Customer under this Hardware warranty is for Mitel, at its election, to repair or replace the defective parts. Mitel may utilize remanufactured, certified parts that meet the specifications. Such replacement parts will be covered for the remainder of the existing Hardware warranty. Any part removed shall become the property of Mitel.

**(c) Exceptions to the Warranty.** Incremental support may be purchased through a support plan ("Support Plan"). The software and hardware warranties detailed under (i) and (ii) above shall become void if one of the following occurs: (i) the System is not used properly in accordance with the manufacturer's specifications and operating instructions or otherwise is abused, damaged, or negligently serviced or maintained by anyone other than Mitel or an authorized Mitel dealer; (ii) work is performed on the System by anyone not authorized by Mitel; (iii) the System is installed or used in combination or in assembly with products that are either not approved by Mitel or not compatible with the System; and should such an event happen, Customer shall be entitled to cure the breach by removal of such products within a reasonable period. The Software and Hardware Warranties exclude Customer-supplied parts and expendable or personal use items such as batteries, headsets, paper, printer ribbons, cabling or non-Mitel telephone sets.

The foregoing are predicated on Mitel receiving timely written notice of any nonconformity with as much specificity as is known and as soon as Customer becomes aware of such nonconformity, but in any event prior to the expiration of the relevant warranty period.

Mitel shall have the right to inspect and test the System to determine, in its reasonable discretion, whether the nonconformity is covered under the applicable warranty.

THE WARRANTIES SET FORTH IN THIS SECTION IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, FROM MITEL OR ITS SUPPLIERS. THERE ARE NO OTHER REPRESENTATIONS THAT EXTEND BEYOND THE FACE OF THESE WARRANTIES. ALL OTHER WARRANTIES OR CONDITIONS WHATSOEVER, INCLUDING THE WARRANTY OF MERCHANTABILITY & THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED & DISCLAIMED. MITEL DOES NOT WARRANT THAT THE OPERATION OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

**(d) Disclaimers** - Mitel disclaims any express or implied warranty or condition that the System or any services provided by Mitel prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy (collectively, "fraudulent activity"). Mitel shall have no liability to Customer in the event of such fraudulent activity. Customer is advised that the operation of e-911 requires accurate information contained in Customer's database, which Customer is solely responsible for creating and managing.

**17. Support Services.** In addition to the above warranty coverage, Customer shall also receive, if under a Support Plan:

Software updates intended to fix problems or bugs. This service is provided to Customer at no cost during the warranty period and, thereafter, for a fee. Customer may, for a fee, obtain major upgrade release versions of the Software or update versions of a major release (collectively referred to hereinafter as "Releases") when they are made generally available. All Releases are subject to the terms and conditions of Section 7 "Software Licenses".

Labor, parts and materials to give effect to the above provisions are provided on a time and materials basis.

**18. Export.** Systems, material, services, technology, tools and technical data delivered by Mitel to Customer ("Deliverables") may be subject to Canadian, UK and/or US export controls or the trade laws of other countries. Customer agrees not to release or re-export the Deliverables without prior written consent of a Mitel corporate officer or director. If Mitel consents then Customer shall be solely responsible for determining and complying with all applicable export and import laws, regulations, compatibility and homologation requirements. In addition, where applicable, Customer shall not transfer, export or re-export Deliverables to any entity identified on the most current US government Export Exclusions Lists, or to any country subject to US embargo or terrorist controls as identified in the US Export Laws. Customer agrees to provide Mitel additional information or assurance which Mitel may reasonably request, as Mitel deems necessary, in order to comply with applicable regulatory and legal obligations. Mitel may immediately terminate all or any portion of any shipment or transfer of Mitel product or technology if the Customer is designated by any department, agency or office of the US Government as being ineligible to receive Mitel US Technology under applicable US law. Customer will not use or provide Deliverables for nuclear, missile, or chemical and biological weaponry end uses and will not divert such to third parties who are military end users or are involved in military end users without the prior written approval of Mitel. Customer understands, acknowledges and agrees that the acceptance of this Agreement shall be valid for any shipment made or any transfer of Mitel product, services or underlying technology by Mitel to the Customer. Customer certifies that all Mitel products, services and technology will be used or installed solely making or receiving secure internal and external telephone calls as designed by Mitel.

**19. Publicity.** Each party agrees not to make public announcements regarding the other party's name in any way or to make any disclosure regarding the existence or content of this Agreement, or joint initiatives without the prior written consent of the other Party.

## 20. General.

**Claims** - Any claim or suit arising from this Agreement must be brought within eighteen (18) months from the date that the cause of action accrued. The prevailing party in any legal action shall be entitled to recover reasonable attorney's fees and costs in the amount allowed by court. **Assignment** - Customer shall not assign its rights or delegate its obligations under this Agreement in whole or in part without Mitel's prior written consent, which will not be unreasonably withheld. **Force Majeure** - Neither party shall be held liable for a breach of its obligations under this Agreement resulting from (i) force majeure events, such as debilitating forces of nature, acts of God, acts of governments, acts or omissions of third parties, or (ii) conditions beyond the reasonable control of the party that failed to perform. A party that fails to perform for reasons of force majeure or for reasons beyond the reasonable control of the party that failed to perform shall deliver the performance as soon as commercially practicable. **Severability** - In the event a provision contained herein is for any reason be held to be unenforceable, such unenforceability shall not affect the validity of any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision had never been contained herein. The parties agree to work in good faith to substitute the invalid provision with one that best achieves the original intent of the parties. **Applicable Law** - This Agreement shall be interpreted under the laws of the State of Arizona. Venue shall be in Maricopa County, Arizona. **Entire Agreement** - This Agreement, together with any Supplements, expresses the entire agreement of the parties and supersedes any prior agreement or negotiation between the parties. There is no other understanding, agreement or representation, including any requests for proposal of Customer and responses of Mitel, or POs issued in support of this Agreement, that in any way limits, extends, defines or relates to this Agreement. Any terms or conditions of a PO or other document that purports to add, delete or otherwise amend this Agreement shall be null and void. In the event of any conflict between the terms of this Agreement or any SOW, Schedule 1 or P.O., precedence will follow in that order. **Notices** - All notices and communications between Customer and Mitel pertaining to this Agreement shall be addressed to Customer and Mitel at the addresses set out in this Agreement. **Counterparts** - This Agreement may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original Agreement. A signature on this Agreement by one party communicated to the other by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Agreement.

**FORM OF STATEMENT OF WORK - SAMPLE ONLY**



**STATEMENT OF WORK**

**1. Agreement.** The Effective Date of this Statement of Work is [date]. This Statement of Work ("SOW") is subject to the terms and conditions of the applicable sales agreement as executed by Customer and Mitel ("Agreement"). Terms not otherwise defined in this SOW shall have the meaning set out in the Agreement. In the event of any conflict between the terms of the Agreement, this SOW and its Appendices, precedence will follow in that order.

**2. Term.** The term of the SOW shall commence on the Effective Date and end on [date].

**3. Attachments.** This SOW includes all attached Appendices as follows:

**Schedule 1** – Schedule of Equipment, Services and Support;

**Schedule 2** – Project Scope – Description of Services and Deliverables;

**Schedule 3** – Change Order Authorization;

**4. Performance of Work**

Mitel will provide the equipment and services to Customer as detailed in **Schedule 1**. All services will be provided as described in **Schedule 2**. The services and deliverables will be performed in a good and workmanlike manner consistent with manufacturer-published specifications and practices.

**5. Designated Contact**

Under **Schedule 2**, Customer has the obligation to provide a designated contact. In addition to the obligations set out in **Schedule 2**, Mitel may, in its sole discretion, require such designated contact to provide:

a) written confirmation of receipt of the equipment

[Customer should be aware that equipment may be delivered to the site in stages, and it is Customer's responsibility to provide a secure place to store the equipment once it is delivered to the site.]

b) written confirmation Cutover has taken place

[Implementation shall include one (1) single continuous phase, unless a "multi-phased" implementation (purchasable option) is requested and detailed in **Schedule 2**. In the event a multi-phased cutover is requested, additional charges will apply.]

c) written request, in the form of **Schedule 3**, of a change to the configuration or Project Scope.

[Mitel shall have sole discretion to accept or reject the request and adjust the SOW prices and implementation schedule accordingly. It is important to note, changes requested during the "static phase" of implementation will result in changes to the previously negotiated "cutover" date.]

**6. Notice to Proceed**

Execution of this SOW by Customer shall constitute notice to Mitel to proceed with the work described in this SOW.

<b>Customer</b>
Signature:
Printed Name:
Title:
Date:

**Schedule 1 to SOW:  
List of System, Services and Support for Cash Purchase**

<b>Mitel Technologies, Inc.</b>	("Customer")
Principal Place of Business (Address): 7300 West Boston Street Chandler, Arizona, 85226	Principal Place of Business (Address):
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

This Schedule 1 is subject to the terms and conditions of the applicable sales agreement as executed by Customer and Mitel ("Agreement"). Terms not otherwise defined in this Schedule 1 shall have the meaning set out in the Agreement.

**1. List of System, Services and Support:**

**Total: \$**

**2. Customer Site Address(es):**



**Schedule 2 to SOW:**

**Scope of Work – Description of Services and Deliverables**

***(Note: Only specified services and deliverables will be chosen in the final SOW to customer)***

Outlined below is a description of the services to be provided by Mitel. Mitel certified technicians will perform the work according to Mitel procedures and guidelines. Prior to the completion of work, Mitel will perform Mitel standard test procedures to confirm operability of equipment according to manufacturer-published specifications.

**1. Project Description/Project Scope**

(provide a short description of the project – name system, services and deliverable, due dates. Also detailed technical information is described: i.e. implementation, design plans, site survey requirements, infrastructure, network performance, trouble shooting, system provisioning, specifics of installation, integration, meetings, testing, configurations)

**2. Project Management**

(designation of someone from each party as the prime contact with authority to make binding decisions and their contact info as well as an outline of their duties).

**3. Purchaser Responsibilities/Obligations**

(outline expectations Mitel has of Purchaser – i.e. floor plan, network configuration, environment conditions, provision of service providers, other minimum requirements such as bandwidth, external listening, interconnections with host systems)

**4. Out of Scope**

(Listing of items not a part of a specific project)

**5. Training**

(Provide details what training, if any, Mitel will provide)

**6. Exceptional/Additional Technical Requirements**

(Anything that is necessary to the project that does not fit into the above sections)

**Schedule 3 to SOW:**

**Change Order Authorization  
New Installation Pre-Cutover Equipment**

Installation  
Address:  
Customer:

AGREEMENT #

SOW #

Address:

JOB #

CHANGE ORDER #

The Statement of Work pertaining to this site is modified at Total Purchase Price in accordance with the additions and/or deletions set out below. All other terms and conditions remain in full force and effect.

Cutover Date:

Credit

X
---

All Applicable Taxes Extra

AD-0-0.00

--

Debit

X

Net Adjustment:

--

Description of Changes

--

**ADDITIONS**

Part No.	Description	Qty	Unit MLP	Unit Sell	Total MLP	Total Sell
[SYSTEM NAME]						

**DELETIONS**

Part No.	Description	Qty	Unit MLP	Unit Sell	Total MLP	Total Sell
[SYSTEM NAME]						

Customer

Mitel

Signature of Authorized Representative

Signature of Authorized Representative

Printed Name

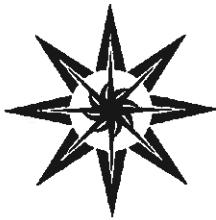
Printed Name

Position

Position

Date

Date



## FINANCE COMMITTEE

Committee Meeting Date: August 15, 2011  
Committee Meeting Date: September 6, 2011

**COU2011-43 - Consider Ordinance No. 2242 Related to the Upcoming Bond Issue for Public Improvements.**

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### RECOMMENDATION

Council adopt Ordinance No. 2242

### SUGGESTED MOTION

Move to adopt Ordinance No. 2242 - AN ORDINANCE DESIGNATING CERTAIN STREETS AND AVENUES WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS AS MAIN TRAFFICWAYS AND TRAFFICWAY CONNECTIONS. ORDINANCE NO. 2242 AMENDS ORDINANCE NO. 2205.

Additional Streets Designated as Main Traffic ways or Main Traffic ways Connections:

<b>Street</b>	<b>From</b>	<b>To</b>
63 <sup>rd</sup> St	Mission Rd	Roe Ave
64 <sup>th</sup> St	Delmar Dr	Granada Dr
71 <sup>st</sup> St	Cherokee Dr	Mission Rd
71 <sup>st</sup> Terr	Belinder Ave	Cherokee Dr
72 <sup>nd</sup> St	71 <sup>st</sup> Terr	Cherokee Dr
72 <sup>nd</sup> Terr	Mission Rd	Village Dr
73 <sup>rd</sup> Terr	Falmouth Dr	Windsor St
Canterbury Dr	Windsor St	74 <sup>th</sup> Terr
Fonticello St	67 <sup>th</sup> St	71 <sup>st</sup> St
Linden Ln	83 <sup>rd</sup> Terr	85 <sup>th</sup> St
Windsor St	Cherokee Dr	75 <sup>th</sup> St

### BACKGROUND

Council directed staff to begin the bond issue process. Staff has been working with Bond Council and the Financial Advisor to begin preparing the documents for the bond issue. As part of the process, the City's Bond Council recommends approval of a main traffic way ordinance.

**ORDINANCE NO. 2242 - AN ORDINANCE DESIGNATING CERTAIN STREETS AND AVENUES WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS AS MAIN TRAFFICWAYS AND TRAFFICWAY CONNECTIONS.**

- This ordinance provides the City's authority to issue general obligation bonds for certain street projects in accordance with KSA 12-685.
- The ordinance lists specific streets that could be funded by the bond proceeds. However, not all of the streets listed may be constructed. The number of streets constructed will depend on how far the bond proceeds will go based on the bids received.

**RELATION TO VILLAGE VISION**

*CFS3A - Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*

**FINANCIAL IMPACT**

Any bond issue-related costs incurred by the City's consultants are reimbursed by the bond proceeds.

**ATTACHMENTS:** Ordinance No. 2242

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Prepared By:  
Lisa Santa Maria  
Finance Director  
Date: 8/12/11

**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 amending Ordinance No. 2205 to designate certain additional streets and avenues within the City as main trafficways and trafficway connections came on for consideration and was discussed.

Councilmember \_\_\_\_\_ presented and moved the adoption of an Ordinance entitled:

**AN ORDINANCE AMENDING ORDINANCE NO. 2205 AND DESIGNATING  
CERTAIN STREETS AND AVENUES WITHIN THE CITY OF PRAIRIE  
VILLAGE, KANSAS AS MAIN TRAFFICWAYS AND TRAFFICWAY  
CONNECTIONS.**

Councilmember \_\_\_\_\_ seconded the motion to adopt the Ordinance. Thereupon, the Ordinance 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 Ordinance duly adopted; the Clerk designating the same Ordinance No. \_\_\_\_\_.

\*\*\*\*\*

(Other Proceedings)

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

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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

(Published in *The Legal Record* on \_\_\_\_\_, 2011)

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING ORDINANCE NO. 2205 AND DESIGNATING CERTAIN STREETS AND AVENUES WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS AS MAIN TRAFFICWAYS AND TRAFFICWAY CONNECTIONS.**

**WHEREAS**, K.S.A. 12-685 *et seq.* (the "Act"), authorizes the governing body of the City of Prairie Village, Kansas (the "City"), to designate as a main trafficway any existing or proposed street, boulevard, avenue or part thereof, within the City, the primary function of which is or shall be the movement of through traffic between areas of concentrated activity within the City or between such areas within the City and traffic facilities outside the City performing the function of major trafficways and to issue general obligation bonds for such purpose; and

**WHEREAS**, the Act authorizes the City to designate portions of existing streets, boulevards, avenues or viaducts as trafficway connections, to provide adequate connections with or between any main trafficways of the City or for the purpose of relieving traffic congestion at certain points on main trafficways and to issue general obligation bonds for such purpose; and

**WHEREAS**, the Governing Body of the City previously adopted Ordinance No. 2205 on September 8, 2009 and now the Governing Body of the City now finds it necessary and advisable to amend Section 1 of Ordinance No. 2205 of the City to designate additional main trafficways and trafficway connections within the City.

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

**Section 1.** Pursuant to the Act, the governing body hereby designates the following streets as main trafficways or main trafficway connections:

<b><u>Street</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
63rd St	Roe Ave	Nall Ave
63 <sup>rd</sup> St	Mission Rd	Roe Ave
63rd Terr	Hodges Drive	Ash St
64th St	Hodges Drive	64th Terr
64th St	Delmar Dr.	Granada Dr.
66th Terr	66th St	Roe Ave
67th St	Mission Rd	Roe Ave
68th St	Roe Ave	Fonticello St
70th Terr	Fonticello St	Nall Ave
71 <sup>st</sup> St	Cherokee Dr.	Mission Rd
71st Terr	State Line Rd	Eaton St

71st Terr	Belinder Ave	Cherokee Dr
72 <sup>nd</sup> St	71st Terr	Cherokee Dr
72nd Terr	Tomahawk Rd	Nall Ave
72nd Terr	Mission Rd	Village Dr
73 <sup>rd</sup> Terr	Falmouth Dr	Windsor St
75th St	State Line Rd	Mission Rd
76th St	State Line Rd	Booth Drive
76th St	Roe Ave	Briar St
77th Terr	Delmar Rd	Fontana Rd
78th St	Nall Ave	Tomahawk Drive
78th St	Roe Ave	Juniper Drive
78th St	Fontana Rd	Roe Ave
79th St	Booth St	Belinder Ave
79th St	Roe Ave	Nall Ave
79th St	Cambridge St	Booth St
79th Terr	Rosewood Drive	Nall Ave
80th Terr	Rosewood Drive	81st St
81st St	Canterbury Drive	Somerset Drive
83rd St	Roe Ave	Nall Ave
83rd Terr	Roe Ave	Briar Lane
84th St	Fontana Rd	Roe Ave
85th St	Roe Ave	Briar Lane
87th St	Somerset Drive	Nall Ave
87th St	Mission Rd	Delmar Rd
89th St	Catalina Drive	Delmar Rd
90th St	Roe Ave	Somerset Drive
90th St	Delmar Rd	Roe Ave
90th St Cul-de-sac	90th St	90th Cul-de-sac
90th Terr	Delmar Rd	Roe Ave
90th Terr	Mission Rd	Delmar Rd
93rd St	Delmar Rd	Roe Ave
93rd St	Mission Rd	Delmar Rd
94th St	Delmar Rd	Roe Ave
Aberdeen St	77th St	79th St
Booth Drive	75th St	Cambridge St
Brair Lane	Rosewood Drive	83rd St
Cambridge St	State Line Rd	Somerset Drive
Canterbury Drive	Canterbury Drive	Canterbury Dr Cul-de-sac
Canterbury Drive	Windsor St	74 <sup>th</sup> Terr
Cedar St	70th Terr	71st St
El Monte St	74th Terr	75th St
Fontana St	75th St	79th St
Fonticello St	71st St	71st Terr
Fonticello St	67 <sup>th</sup> St	71st
High Drive	73rd St	74th Terr
High Drive	71st Terr	73rd St Cul-de-sac



Howe Drive	77th St	Howe Dr Cul-de-sac
Juniper Lane	83rd St	86th St
Lamar Ave	75th St	79th St
Linden Ln	83 <sup>rd</sup> Terr	85 <sup>th</sup> St
Mission Lane	Tomahawk Rd	Mission Rd
Nall Ave	75th St	79th St
Outlook Drive	Reeds St	81st St
Pawnee St	75th St	77th St
Roe Ave	North City Line	63rd St
Rosewood Drive	87th St	Somerset Drive
Rosewood Drive	Rosewood Drive	North Cul-de-sac
Rosewood Drive	Rosewood Drive	South Cul-de-sac
Sagamore Rd	75th St	76th St
Somerset Drive	Mission Rd	Nall Ave
Windsor St	Cherokee Dr	75 <sup>th</sup> St

**Section 2.** This ordinance shall take effect and be in full force and effect from and after its passage and approval by the governing body of the City and its publication in the official newspaper of the City.

**PASSED** by the governing body on \_\_\_\_\_, 2011 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## ADMINISTRATION

Council Committee Meeting Date: August 15, 2011

\*City Council Meeting Date: August 15, 2011

### **Consider Approval of a Funding Agreement with MVS LLC. (RED Development) for the Completion of Public Engagement Process Related to the Development of a Comprehensive Plan Amendment**

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#### **MOTIONS:**

Council Committee/City Council authorizes the Mayor to execute a Funding Agreement with MVS LLC. (RED Development) for the Completion of Public Engagement Process Related to the Development of a Comprehensive Plan Amendment, subject to the review by legal counsel.

Council Committee/City Council authorize the use an amount to not exceed \$?? from Economic Development Funds to pay for the City's portion of the services per the funding agreement.

#### **BACKGROUND:**

At the August 1, 2011 Council Committee meeting, the Council directed City staff to work with RED Development to develop a process to conduct a Comprehensive Plan Amendment Process related to the Mission Valley Middle School site. Council consensus was that RED Development would conduct the public participation process and the City would engage the services of Lochner (The City's Planning Consultant) to complete the actual comprehensive plan document. The study area for the comprehensive plan amendment will encompass the area between 83<sup>rd</sup> Street and the southern boundary of Mission Valley Middle School from Mission Road to Somerset. RED Development has selected Consensus

The public participation process will consist of a series of focus groups, open forums, a workshop and a meeting to present the plans developed as part of the process. City staff would then work with Lochner to complete the comprehensive plan document. It is anticipated that the amendment would be presented to the Planning Commission and City Council in March 2012.

A detailed description of the public participation process may be found in Exhibit A of the proposed funding agreement.

#### **RECOMMENDATION:**

Council Committee/City Council authorizes the Mayor to execute a Funding Agreement with MVS LLC. (RED Development) for the Completion of Public Engagement Process Related to the Development of a Comprehensive Plan Amendment, subject to the review by legal counsel.

Council Committee/City Council authorize the use an amount to not exceed \$?? from Economic Development Funds to pay for the City's portion of the services per the funding agreement.

**FUNDING SOURCE:**

Funding for the Comprehensive Plan Amendment would come from the Economic Development Fund. The City's portion of the project is 25% of the total cost with a cap of *To be Determined (RED and Staff are currently working on the final Numbers)*.

**ATTACHMENTS:**

Funding Agreement Between the City of Prairie Village and MVS LLC. (RED Development) for the Completion of a Comprehensive Plan Amendment

**PREPARED BY:**

Dennis J. Enslinger  
Assistant City Administrator  
Date: August 12, 2011

**FUNDING AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE, KANSAS, RED DEVELOPMENT INC. FOR THE COMPLETION OF A COMPREHENSIVE PLAN AMENDMENT RELATED THE MISSION VALLEY MIDDLE SCHOOL SITE**

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF PRAIRIE VILLAGE, KANSAS (the "City"), AND MVS LLC. (Developer), each party having been organized and now existing under the laws of the State of Kansas,

**WITNESSETH:**

**WHEREAS**, The Developer has requested that the City amend its Comprehensive Plan, Village Vision, to account for the closure of the Mission Valley Middle School and establish development guidelines for the redevelopment of the site; and

**WHEREAS**, the parties hereto have determined it is in their best interest to cooperatively secure and fund a joint public participation process to be used in the development of the Comprehensive Plan amendment; and

**WHEREAS**, the governing body and the developer hereto have determined to enter into this Agreement for the aforesaid public participation; and

**WHEREAS**, the governing body of the City did approve and authorize its mayor to execute this Agreement by official vote of the body on the \_\_\_\_\_ day of \_\_\_\_\_, 2011; and.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **PURPOSE OF AGREEMENT.** The parties hereto enter into this Agreement for the purpose of, developing and completing a public participation process to be used in the development of a

comprehensive plan amendment as outlined in Exhibit A.

2. DEVELOPER RESONSIBILTIES.

- A. The Developer shall be responsible for selecting and engaging a qualified land use planning consultant to assist in the development and completion of the public participation process. The agreed land planning consultant is Street-Works,.
- B. The Developer shall be responsible for selecting and engaging a qualified public participation consultant to assist in the development and completion of the public participation process. The agreed public participation consultant is Concensus Consulting
- C. The Developer shall be responsible for entering into, administration of all necessary contracts, and payments related to services identified in Section 2.A and 2.B subject to the identified participation levels in Section 4 of this agreement.
- D. The Developer shall provide the deliverables identified in Exhibit B.

3. CITY RESPONSIBILITIES

- A. The City shall be responsible for selecting and engaging its own land use planning consultant to act as the peer review for the public participation process and the development of the final comprehensive plan amendment document(s).
- B. The City shall be responsible for entering into, administration of all necessary contracts and payments related the services identified in 3.A.

4. ESTIMATED PUBLIC PARTICIPATION DEVELOPMENT COSTS.

- A. The estimated, budgeted cost of the public participation process covered by this Agreement is *To be provided* DOLLARS (\$000).

- B. The cost of the public participation process shall include all expenses incurred, directly or indirectly, for the purpose of completing the project.
- C. The cost of conducting the public participation process as described hereinabove, shall be distributed between the City and Developer as follows:
- (1) The Developer shall pay 75% of all the costs associated with the public participation process as outlined in Exhibit A, *To be provided* DOLLARS (\$000) or the cost remaining after the City pays the amount indicated in Section 2.C.2 below.
  - (2) City shall pay 25% of the costs associated with the public participation process as outlined in Exhibit A, with a do not exceed amount of *To be provided* DOLLARS (\$000).
5. DURATION AND TERMINATION OF AGREEMENT. This Agreement shall commence upon its approval by the City and the Developer. The parties hereto agree that this Agreement shall exist until the completion of the aforesaid public participation process is completed, which shall be deemed completed upon certification that all of the deliverables identified in Exhibit B have been provided to the City. Upon the occurrence of such certification by the Assistant City Administrator, this Agreement shall be deemed terminated and of no further force or effect.
6. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the parties unless it shall have been agreed to in writing and signed by all parties.
7. NO OBLIGATION TO APPROVE COMPREHENSIVE PLAN AMENDMENT.  
The Developer acknowledges that the City is not obligated by the execution of this Agreement

to approve a comprehensive plan amendment or to any other matters with respect to the Mission Valley site, which approvals remain within the discretion of the Governing Body of City .

8. NOTICE.

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

**To the City:**

City of Prairie Village  
ATTN: Assistant City Administrator  
City Hall  
7700 Mission Road  
Prairie Village, KS 66208

With a copy to:

Catherine P. Logan  
Lathrop & Gage LLC  
10851 Mastin  
Suite 1000  
Overland Park, KS 66210

**To the Developer:**

RED Development  
4705 Central Avenue  
Kansas City, MO 64112  
ATTN: Dan Lowe

9. GOVERNING LAW. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

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

CITY OF PRAIRIE VILLAGE, KANSAS

By \_\_\_\_\_  
Ronald L. Shaffer, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Catherine P. Logan, City Attorney

MVS LLC

\_\_\_\_\_  
Dan Lowe,



## **EXHIBIT A: Summary of Engagement Activities**

The proposal contains three distinct phases of activity. Each is explained in detail on subsequent pages, along with ancillary activities.

### **1. Information Gathering**

The information-gathering phase is designed to capture initial reactions from vested interests. It consists of focus groups and open forums.

#### **a. Focus Groups**

Focus groups are by invitation. Specific participants will be recruited to better hear the suggestions and concerns representative of that group. Questions for each of group might be altered to reflect its nature. Up to six (6) targeted focus groups could be valuable.

#### **b. Open Forums**

These meetings will be open to the public and advertised to attract any persons who wish to attend. Participants will be asked to register in advance to gauge the size of the audience. It is anticipated two (2) open meetings will be held, each using a different format, but intended to elicit the same information as a focus group.

### **2. Workshop**

The workshop is an open public event and the heart of the public participation. During the workshop, participants will work in small groups to talk more specifically and in more detail about preferences. The workshop will use information from the focus groups, the Planning and Design Consultant, Developer and City preferences and economic predictions. Specific design of activity will depend on focus group results. The workshop is anticipated to be a onetime, half-day activity.

### **3. Plan Review**

After the workshop results are compiled, it is anticipated that the Developer and Planning Consultant will use the results to complete one or more proposals that encompass more specificity. The review event is open to the public, but less formal than the workshop. It is intended to present proposals and receive comment and feedback on options that are among the final choices. The Review is likely to be a "come and go" event rather than a single meeting.

## **Information Gathering**

### **Targeted Focus Groups**

Participants for the focus groups will be recruited from specific groups in the community to make sure their perspectives are heard. The focus groups will be held in a neutral site, ideally with 8 to 12 participants. The sessions will last approximately 90 minutes.

The Public Participation Consultant will provide a moderator and note taker. A summary of the discussion of each group and an overall report on the themes among the several discussions will be compiled by the Public Participation Consultant

Questions and a script for the focus groups will be developed by the Public Participation Consultant after consultation with the Developer and City. Up to six (6) such conversations could be held. The number is subject to discussion and will affect the budget.

These specific groups represent some suggested audiences and can be altered in discussion with the Developer and City.

The City, Developer and their consultants will work cooperative to identify the selected targeted audiences. Content for the focus groups shall be jointly determined by the City and Developer and their consultants.

## **Open Forums**

While these produce a similar result as the focus groups, they require a different technique for the discussion. These sessions are open to the public, subject to advance registration. Unlike a typical public hearing, every person who attends will be able to participate. Members of the public are likely to become frustrated if they can observe a focus group, but not speak. This design allows full participation.

Because open attendance makes the size of the group unpredictable, and because focus groups require a small group size to be effective, a different format will be needed for the open sessions. Among the options for these sessions:

### *World Cafe*

A process that invites people into informal conversations at individual tables. Each table has one question for its topic. The table host remains in place, but other participants rotate among the tables. Its advantage is that a large number of people can explore a series of questions and lots of opinions get on the table quickly.

### *Revolving Conversation*

In this technique a small group is seated in a circle and begins a discussion on a question. Other participants are seated in concentric circles around the center group. If an observer wishes to join the speaking circle, they signal the intent by standing behind a chair in the center circle. Participants are expected to relinquish their seats after they have made their point, but can return to the conversation. Advantages are that the technique can handle an unpredictable number of people and hear a wide range of opinions.

These are not the only options for the Open Forums, but are illustrations for how this might best be handled to give more people access to the conversation. They are expected to last about 90 minutes or slightly longer. One session is recommended for a week night and the other for a Saturday morning to spread the chances for attendance.

The City and Developer and their consultants will work cooperative to identify the most appropriate Open Forum process. Content for the Open Forums shall be jointly determined by the City and Developer and their consultants.

## **Workshop**

This session is open to the public and is the main public engagement activity. It replaces a town hall event with a structure that focuses more on small group activity. Participants may be provided information in advance to prepare them to work on the central questions. Information from the focus groups, the Planning Consultant Developer will provide the background for the workshop.

Participants will be asked to identify development strategies that they find appealing using the focus group results, the design parameters and the boundaries of economic feasibility. The best small group approach cannot be determined until completion of the focus groups, but it could include a form of visual preference survey from other developments, building blocks representing different land use (retail, office, etc.), map marking, or retail preference activities.

By working in small groups, the same questions and comments are heard as at a town hall event, but the risk of dominant voices disrupting the dialogue are reduced. The small group format can still be manipulated by an organized group, but not nearly as easily and the dialogue can be more productive and focused. Also, unlike a town hall event, the workshop gets every participant involved

in the discussion and focused on specific suggestions rather than general comments which are not actionable.

The purpose of this workshop is to give the public a chance to give more specific ideas and answer questions that the Developer and City wish to explore before final proposals are designed.

This gives more buy-in from the public than reacting to a finished proposal at a town hall. It also gives the Developer guidance from the population most likely to spend money on the site, to help the Developer assure it is meeting consumer and community needs.

## **Plan Review**

After the Developer designs its proposal(s) for the property, it will be advantageous to see the public reaction. This may be something as simple as an open house format where the public is asked to give preferences or improvement suggestions.

## **Optional Elements**

### **Background Information**

A repository for background information will be beneficial so members of the public can access it conveniently and so a set of factual information about the site, the process and the history is available. It also can be a place to post focus group results and other information that becomes available.

### **Electronic Formats**

A Web site, Facebook page or other electronic or social media techniques can make communication with the public more robust.

The City and Developer will work cooperative to identify the most appropriate electronic formats. Possible sources include the City's Website, PV Post and the possible creation of a separate website.

### **Site Tours**

A tour of the physical site would be beneficial. This would be a walking tour or self-tour of the study area on a Saturday morning. It provides the opportunity to hand out background information about the site and the process.

### **Notifications of Public Meetings**

The City and Developer will work cooperative to identify an appropriate notification plan of all public meetings.

## Tentative Timeline

### Activity

August 16	Acceptance of scope of work and budget proposal
August 16-19	Meeting with Developer, Planning Consultant, City, the Public Participation Consultant to finalize engagement plan, tour the site, compile data collection list, review focus group recruitment plan
August 22-29	Meeting with elected officials if desired
August 22-Sept. 2	Recruitment of focus group participants for all sessions
September 12-24	Focus groups and forums conducted; date announced for public workshop session
September 30	Focus group reports available
October 3-7	Meet with Developer, Planning Consultant, City, Public Participation Consultant, and elected officials to discuss focus group results and design of workshop session
October 3	Recruitment for workshop continues
October 15	Workshop conducted
October 21	Workshop reports available
November 1	Discuss workshop results with Developer, Planning Consultant, City, Public Participation Consultant, and elected officials
November 1- 19	Preparation of final proposal(s) by Developer and Planning Consultant and preparation of Open House review materials
December 2-3	Open house for presentation of draft proposal(s)
December 7	Open house report available
December 12-16	Presentations of final proposal, Open House report
December 20	Delivery of all Deliverables to City (City Responsibility)
December 20-February 1, 2012	City Develops Comprehensive Plan Amendment (City Responsibility)
February 7, 2012	Planning Commission Initiates Comprehensive Plan Amendment (City Responsibility)
March 5	Planning Commission Holds Public Hearing on Comprehensive Plan Amendment (City Responsibility)
March 19th	City Council Considers Comprehensive Plan Amendment (City Responsibility)

**Study Area – Subject to change through visioning process**



## **EXHIBIT A: Summary of Engagement Deliverables**

The proposal contains three distinct phases of activity.

### **1. Information Gathering**

The information-gathering phase is designed to capture initial reactions from vested interests. It consists of focus groups and open forums.

#### **a. Focus Groups**

Focus groups are by invitation. Specific participants will be recruited to better hear the suggestions and concerns representative of that group. Questions for each of group might be altered to reflect its nature. Up to six (6) targeted focus groups could be valuable.

**Deliverable:** The focus group comments will be documented in notes and translated into a summary report for each group, as well as a report that captures themes from all of the groups. The focus groups will introduce participants to the limitations for property development and engage them in discussion regarding broad concepts that will appeal to the community within those limitations. These groups may have specific concerns or suggestions that should be identified and addressed. The activity will allow members of the groups to express their views and create a platform for more specific engagement activity. At a minimum, the following items will be provided as deliverables: Base District Plan with Analysis and Photo Documentation ,Base Visual Preference Focus Group Exercises Collaboration and Summary of Focus Group Workshop Information (Powerpoint or Report) and any background information collected such as a market study, etc.

#### **b. Open Forums**

These meetings will be open to the public and advertised to attract any persons who wish to attend. Participants will be asked to register in advance to gauge the size of the audience. It is anticipated two (2) open meetings will be held, each using a different format, but intended to elicit the same information as a focus group.

**Deliverable:** These meetings will capture discussion from members of the public who see themselves as vested parties, but were not part of a focus group. The reporting result will be much the same as the focus groups, but the design allows wider participation in a small format discussion. At a minimum the following items will be provided as deliverables: Base District Plan with Analysis and Photo Documentation, Base Visual Preference Open Forum Exercises Collaboration and Summary of Focus Group Workshop Information (Powerpoint or Report) and any background information collected such as a market study, etc.

## **2. Workshop**

During the workshop, participants will work in small groups to talk more specifically and in more detail about preferences. The workshop will use information from the focus groups, the Planning and Design Consultant, and Developer preferences and economic predictions.

**Deliverable:** The workshop will ask participants to engage around sample designs to articulate specific preferences for types of development that are within the bounds of economic feasibility. Rather than identifying broad concepts, participants will work on values they attach to development approaches and specific ideas about development options. Again, these results will be summarized in writing and likely in a visual format. At a minimum the following items will be provided as deliverables: Base District Plan Concepts/Patterns Presentation Base District Plan Diagram Materials.

## **3. Plan Review**

After the workshop results are compiled, it is anticipated that the Developer and Planning Consultant will use the results to complete one or more proposals that encompass more specificity. The review event is open to the public, but less formal than the workshop. It is intended to present proposals from the Developer and receive comment and feedback on options that are among the final choices. The Review is likely to be a “come and go” event rather than a single meeting.

**Deliverable:** Public reaction to how the workshop results were used to formulate more specific and final plans. The public will be asked to comment on these designs in an informal manner as a last public review. The comments, concerns and suggestions will be catalogued and summarized in report form. At a minimum the following items will be provided as deliverables: District Plan Concept Diagram, District Plan Concept Principles, District Plan Concept Illustration(s) these should include the public realm and the private realm.

All reports and documents will be provided in hard copy and digital copy, but consultants will be available for oral presentations on results at any time in the process.

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
August 15, 2011  
7:30 p.m.**

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

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

**By Staff:**

1. Approve Regular Council Meeting Minutes - August 1, 2011
2. Approve Claims Ordinance 2886
3. Approve the 2012 Mission Hills Contract and the 2012 Mission Hills Budget
4. Approve memorandum of understanding with the Mid-America Regional Council regarding the Smart Lights for Smart Cities grant
5. Approve the purchase of replacement cab & chassis for dump truck and disposal of asset #1582 by auction
6. Approve a waiver to allow the serving of alcoholic beverages at Harmon Park on Saturday, September 10, 2011 in conjunction with the JazzFest Celebration.
7. Approve a proclamation declaring September 1, 2011 as "Lancer Day" and a proclamation declaring August 19, 2011 as "Shawnee Mission Medical Center ASK-A-NURSE Day"
8. Approve contracts for the 2011 Prairie Village Jazz Festival contingent upon review and approval by the City Attorney: Shay Estes & Trio ALL, SECT Theater Supplies, Butter Fluff Poporn.

**By Committee:**

9. Approve the purchase of equipment to add three additional access to city pools from Spectrum Products of Missoula, Montana at a cost of \$21,630 with funding from the CIP Budget for ADA compliance (Council Committee of the Whole Minutes - August 1, 2011)

VI. **MAYOR'S REPORT**

VII. **COMMITTEE REPORTS**

**Council Committee of the Whole - Dale Beckerman**

COU2011-40 Consider adoption of the 2011 Standard Traffic Ordinance for Kansas Cities and the 2011 Uniform Public Offense Code for Kansas Cities

COU2011-44 Consider Approval of a Funding Agreement with MVS LLC. (RED Development) for the Completion of Public Engagement Process Related to the Development of a Comprehensive Plan Amendment

VIII. **STAFF REPORTS**

IX. **OLD BUSINESS**

X. **NEW BUSINESS**

XI. **ANNOUNCEMENTS**

XII. **ADJOURNMENT**



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

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

**CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**August 15, 2011**

**CITY OF PRAIRIE VILLAGE**  
**August 1, 2011**

The City Council of Prairie Village, Kansas, met in regular session on Monday, August 1, 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, Ruth Hopkins, Steve Noll, Michael Kelly, 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; Lisa Santa Maria, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

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

**PUBLIC PARTICIPATION**

John Joyce, 4201 Delmar, commented on the recent article in the PV Post quoting former Councilmember Wayne Vennard regarding the Parks Master Plan. Mr. Joyce stated he felt it was time for the City to revisit Village Vision. Mr. Joyce also requested a preliminary report on the design of 75<sup>th</sup> Street and a status report for the Mission Valley School site.

Gordon Growan, a Normandy Court resident, expressed concerns with the condition of the Windsor Park trails and their possibly creating a trip hazard for walkers. He noted the asphalt trail needs repair and pointed out the concrete trails in the City are

in good shape. Approximately 32% of the trails in the City are concrete with the remaining 78% asphalt. The asphalt trails need attention.

No one else was present to address the Council and public participation was closed at 7:40 p.m.

### **PUBLIC HEARING on 2012 BUDGET**

Mayor Ron Shaffer opened the Public Hearing on the 2011 Budget for the City of Prairie Village. He stated staff would begin with a brief presentation on the budget and then he would open the hearing to public comment. After public comment the hearing would be closed and the Council would discuss the budget.

Chris Engel reviewed the goals and objectives upon which the 2012 budget has been prepared and the process followed for presentation of the budget to the City Council. The budget was prepared through a department driven process with each department presenting its budget requests for the Council. The 2012 budget is balanced although the budgeted expenditures are more than revenues due to the availability of unused funds from the 2010 budget. Staff expressed concern with this trend.

The proposed 2012 budget maintains the same service levels as found in the 2011 budget. Staff levels remain the same, except for the addition of a part-time administrative intern and two additional police officers. The budget contains funds for a one-time merit payment from a 2% pool. This is not an automatic payment, but will be based on employee performance and will not increase the employee's base pay. The proposed budget retains a fund balance of 25%.

General budget items impacting the budget included anticipated fuel costs of \$3.50 per gallon, anticipated health insurance increase of 12%, KPERS employer rate increase of 0.6%; police pension funding of \$450,000 and a 9% increase (approximately \$1 million) in the cost of street lights and traffic signals. Mr. Engel noted the impacts of the geothermal project are not included in this budget.

The proposed 2012 contains a mill rate of 19.477, which is comprised of the general Fund mill levy and the Bond & Interest Fund mill levy. This mill rate reflects a 0.6 mill increase of the 2011 mill rate for the purpose of adding two police officer positions. Mr. Engel explained a mill represents \$281,786 in revenue based on July 1, 2011 property valuations. This equates to an increase of \$24.69 annually for the average Prairie Village property.

Information was presented comparing property taxes on the average Prairie Village from 2009 - 2012 as well as a comparison of mill levy rates for other Johnson County cities for 2011. It was noted that several other Johnson County cities are increasing mill levy rates for 2012.

There will be no rate increase in 2012 for solid waste services with Deffenbaugh. The assessment for 2012 remains at \$200.74 per year. It was noted 2012 is the third year of the new contract with Deffenbaugh. The stormwater utility fee will increase from \$0.039 to \$0.04/sq. ft. of impervious area.

The proposed 2012 Capital Improvement Program for 2012 contains \$4,552,675 with SMAC funding of \$37,500 and CARS funding of \$506,000.

Mr. Engel noted changes to the published budget would require republication of the revised budget with a new public hearing at the August 15<sup>th</sup> meeting of the City Council. The budget must be adopted at that time for the mill levy rate to be certified for

the County Clerk on August 25<sup>th</sup>. If the existing budget is approved, the Governing Council also needs to adopt an ordinance attesting to an increase in property tax dollars levied in the General Fund in excess of the amount allowed by state formula.

Mayor Shaffer opened the hearing to comments from the public at 7:42 p.m.

John Joyce, 4201 Delmar, noted that his disappointment with the Council's failure to reduce expenditures in the 2012 budget. He noted that attempts to reduce spending were not even considered by the Council. He challenged the Council to go through the budget by line item and reduce spending. He opposes the proposed mill levy increase for additional police officers.

Lee Larson, 8879 Juniper, spoke in opposition to the proposed mill levy increase. He felt the improvements to Franklin Park were unnecessary as well as the recent resurfacing of the street in front of his home. He noted in addition to the increase in the mill levy last year that during the past three years his taxes have increased 10%, while as a retired social security recipient his social security payment has not increased during the past three years.

Vera Aurand, 4800 West 76<sup>th</sup> Street, noted that last years expenditures exceeded revenue by 8.7% and this year expenditures exceed revenue by 10%. This is not the right direction for the city to be moving. It is time to reduce expenditures. She questioned the \$4.5 million in the CIP budget noting that only the east portion of 75<sup>th</sup> Street needs work, not the entire street. She urged the Council to reduce expenditures now.

Randy Kronblad, 5402 West 80<sup>th</sup> Terrace, encouraged the Council to reinstate the \$400,000 transfer from the economic development fund to the Parks CIP to allow the City to continue park enhancements as identified by the Parks Master Plan. He noted

the Parks Master Plan was incorporated into Village Vision with strong support by the residents. He is fearful of the Parks Master Plan being placed on the shelf and forgotten. It needs to be implemented and funded.

Randy Knight, 9120 Fontana, stressed the importance of park amenities. He referenced a recent community survey which ranked top amenities sought by residents which ranked trails #2, sidewalks #3, parks #4 and playgrounds #5. He is concerned with the removal of park enhancements from the 2012 budget and urged the Council to fund 2012 enhancements with a transfer from economic development and to find a dedicated source of funding to continue the implementation of the parks master plan. Mr. Knight acknowledged the difficult economic conditions and noted the proposed transfer is a temporary fix. He stressed the importance of identifying an on-going dedicated source of funding to allow for the continued implementation of this significant investment for the City.

James Bernard, 9104 Delmar, stated the Parks Master Plan was adopted in 2009 by a unanimous vote of the Council. However, there is no funding proposed in the 2012 or later for its implementation. He urged the Council to return adequate funding for park enhancements to the 2012 budget.

With no one else to speak on the proposed budget. Mayor Shaffer closed the public hearing at 8:12 p.m.

Diana Ewy Sharp began her comments acknowledging the efforts of the Council, staff and residents to bring together a successful budget in a difficult economic environment. Mrs. Ewy Sharp reviewed the history of the Parks Master Plan and its adoption noting the significant input from Prairie Village residents into the plan that was

adopted unanimously by the City Council in 2009 to guide the development and funding of future parks and recreation enhancements for the City.

Mrs. Sharp expressed her frustration with the lack of a funding mechanism for the implementation of this plan and for the current lack of funding in the proposed city budget for future enhancements. She noted the support of the public and the positive response to the recent improvements at Franklin Park. She believes parks are a priority for Prairie Village residents.

She urged the council to continue with the next park project and not allow the Parks Master Plan to join Village Vision, the 75<sup>th</sup> Street Corridor Study and others on the proverbial shelf, but to identify a funding mechanism to implement this plan such as funding mechanisms have been found for storm water improvement projects and for other CIP programs. Mrs. Sharp reviewed the planned enhancements for Porter Park recommended by the Park & Recreation Committee and the reason for selecting Porter Park.

Diane Ewy Sharp moved for the allocation of \$360,000 from the Economic Development Fund for Porter Park renovation in 2012 with the park expansion to be considered at a later date. The motion was seconded by David Morrison

Charles Clark noted there are three distinct groups on Council regarding park funding. There is a group that voted for the Parks Master Plan with the understanding that there would need to be a source from which to fund it; another group that wants park improvements but does not want to raise taxes to fund them and a third group that doesn't want to do either. He believes the City has an obligation to the parks. However, he noted the initial estimate for implementation of the plan was between fifteen and twenty million dollars which was to be done over a period of years. This would require a



million dollars per year which equates to a 3.5 mill levy increase or ½ cent sales tax. This cannot be funded through the existing city budget. The 2012 proposed budget will barely cover existing operating costs.

Mr. Clark stated there is an effort to divert funds from another fund, the economic development fund. Due to economic conditions, there has not been any opportunity to use those funds over the past few years to support development in the City. However, it is expected that two of the largest commercial development opportunities in the city's history may come before the City in the near future. With the sale of both the Mission Valley Middle School property and the Meadowbrook Country Club property to developers, now is the worst possible time to be diverting funds from this fund. The City has the opportunity to have significant impact on securing the type of development that it desires on these properties. The city will need those funds for the planning and financial consultants, attorneys and other professional services that will be needed to ensure the best possible development for benefit of the City. These will be complicated multi-use proposals that will need to be analyzed, negotiated and reviewed. It can be expected that the developers will seek tax increment financing or other incentives to assist with the costs of development. No one can anticipate what these costs will be. This is not the time to remove funds from this fund for park improvements. He feels that next year's budget needs to include park funding and a source for that funding needs to be found.

Dale Beckerman agreed with Mr. Clark that the City Council cannot do the parks master plan unless there is a sustaining source of funding such as a property or sales tax increase. The proposed allocation is an ad hoc measure that takes money out for one year out of a fund that was never intended to fund park improvements. As much as

he would like to see money for park enhancements, the money is not available this year. City expenditures already exceed revenues and the situation will not turn around until the Council recognizes the need for additional revenue. He opposes the motion as another example of not facing the difficult financial decisions that must be made.

David Morrison stated he felt the City could provide funding for the park improvements without increasing taxes. He noted during budget discussions he suggested several possible reductions in expenditure that were not considered. He does not feel taking funds from the economic development fund is diverting funds as he believes the enhancement of city parks is an expenditure for economic development. At an earlier meeting, he presented research documenting the impact of parks on the economic development of an area.

Steve Noll stated he originally supported the proposed allocation; however, he noted although the economic development has been static in these difficult economic times, there will be in the near future projects that will need investment from those funds. He added the 2012 budget contains over \$800,000 for park maintenance and at the earlier committee meeting another \$85,000 was taken from contingency funds for Weltner Park improvements that came in over budget. This is not the time to be taking funds from the economic development fund simply because they are available and there is no current plan in place for the funds.

Michael Kelly stressed that the City cannot continue with expenditures exceeding revenues. He would love to have new and improved parks, but not at the expense of staff not having what they need and our street infrastructure crumbling. He noted the proposed transfer for the park enhancements could be done, but that would not address the underlying concerns raised by staff of the City spending more than it receives in

revenue. To move forward with this motion is not executing due diligence for the residents of the City. He supports park improvements; however, an on-going funding source, outside of the general operating budget, must be identified for funding these enhancements.

Al Herrera noted the Council has spent \$50,000 on the creation of the Parks Master Plan with the understanding that it would be implemented. He noted the economic development fund contains over \$2 million and that these funds have already been used for other projects. He supports the motion and the inclusion of funding in future budgets for parks. He suggested placing the question before a vote of the residents.

Ruth Hopkins stated she was surprised by the number of comments she received from residents telling her not to take funding from the economic development for this expenditure.

David Belz agreed with Mr. Noll and could not support removing funds from the economic development fund at this time. He noted he would be very disappointed if a development opportunity came before the City that the City was unable to address due to lack of available economic development funds. He stated he fully supports the parks, but not with dollars from the economic development fund. There needs to be an on-going funding mechanism for the implementation of the Parks Master Plan and hopes that the people speaking on behalf of the plan this evening will be back when this issue comes back as a mill levy or sales tax increase.

Diana Ewy Sharp asked Mr. Bennion for an estimate of economic development costs for the Mission Valley School site. Mr. Bennion responded that if funding was needed only for legal costs and planning services it would be difficult to spend \$2

million. However, if the City is looking at a joint development project or the issuance of development incentives, the cost could easily exceed \$2 million.

Mayor Shaffer called for a vote on the motion. The motion was defeated by a vote of 3 to 6.

Dale Beckerman moved the adoption of the 2012 budget as certified in the amount of \$26,119,213 with ad valorem tax in the amount of \$5,488,312 as presented. The motion was seconded by Steve Noll.

Diana Ewy Sharp express her support of the two additional police officers requested by Chief Jordan, but stated she could not vote for budget containing a mill levy increase.

Michael Kelly stated he is against the refinancing of debt as he feels it simply passes the debt down the road. Action needs to be taken to place the City on good financial terms.

David Morrison stated he promised his constituents that he would not increase taxes and would be voting in opposition to the proposed 2012 budget which contains a mill levy increase. The Council needs to make the difficult decisions to cut spending and get a truly balanced budget.

Mayor Shaffer called for a vote on the motion to adopt the 2012 budget as presented. The motion passed by a vote of 6 to 3. David Morrison asked for a roll call vote to be taken.

A roll call vote was taken with the following votes cast: "aye" Herrera, Hopkins, Noll, Beckerman, Clark, Belz; and "nay" Kelly, Morrison, Ewy Sharp.

Diana Ewy Sharp requested the council committee of the whole immediately consider alternate funding mechanisms for park improvements. She noted she was looking to the finance committee for a place on a future agenda.

Dale Beckerman moved the Governing Body adopt Ordinance 2239 attesting to an increase in the property tax dollars levied in the General Fund in excess of the amount allowed by the state formula. The motion was seconded by David Belz.

A roll call vote was taken with the following votes cast: "aye" Herrera, Hopkins, Noll, Beckerman, Clark, and Belz; "nay" Kelly Morrison Ewy Sharp. Mayor Shaffer declared the ordinance adopted.

### CONSENT AGENDA

Dale Beckerman moved the approval of the Consent Agenda for Monday, August 1, 2011:

1. Approve Regular Council Meeting Minutes - July 18, 2011.
2. Approve a pay increase to \$12.42 per session for school crossing guards for the 2011-2012 school year.
3. Approve the following vendor contracts for the Prairie Village Jazz Festival on Saturday September 20, 2011 - no costs will be incurred with the approval of these agreements
  - BRGR Kitchen+Bar
  - R/A/ Sushi
  - New York Dawg Pound
  - Culver's of Kansas City
4. Approve a fee of \$200.74 per/year or \$16.73 per month/per each household for the collection of solid waste, recycle material, yard waste and bulky item pickup for an exemption fee of \$6.43 per year/per household per month for those subdivisions/Homes associations which have applied for exemption from the Solid Waste Management Program.
5. Consider approval of amendment to the Supplemental Pension Plan to comply with current regulations.

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

## MAYOR'S REPORT

Mayor Shaffer noted his report was presented at the earlier Council Committee meeting.

## COMMITTEE REPORTS

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

COU2011-28 Consider Construction Contract with Linaweaver Construction, for Projects 190894: 2011 Cambridge Street Improvements and 190661: Weltner Park 2011 Improvement Project.

On behalf of the Council Committee of the Whole, Dale Beckerman moved the Governing Body authorize the Mayor to sign the construction contract with Linaweaver Construction, Inc. in the amount of \$827,311.00 and authorize the transfer of \$85,000 to Project 190661: Weltner Park 2011 Improvement Project from City Contingency. The motion was seconded by David Belz and passed unanimously.

COU2011-39 Consider Construction Administration Agreement for Project 190894: 2011 Cambridge Street Improvements; Project 109661: Weltner Park 2011 Improvement Project and Project 190990: Nall Avenue 75<sup>th</sup> to 79<sup>th</sup> (CARS) Project

On behalf of the Council Committee of the whole, Dale Beckerman moved the Governing Body approve the Construction Administration Agreement with TranSystems for Project 190894: 2011 Cambridge Street Improvements; Project 190661: Weltner Park 2011 Improvements and Project 190990: Nall Avenue 75<sup>th</sup> to 79<sup>th</sup> (CARS) Project. The motion was seconded by David Belz and passed unanimously.

### **Environment/Recycle Committee**

Ruth Hopkins moved the City authorize Mayor Shaffer to accept MARC's glass recycling challenge during the month of November. The motion was seconded by Dale

Beckerman and passed unanimously. Mrs. Hopkins reminded the Council that the City currently holds the title for the most glass recycling.

## **STAFF REPORTS**

Mayor Shaffer noted staff reports were presented during the earlier Council Committee meeting.

## **OLD BUSINESS**

### **Discussion & Update on Mission Valley Middle School Site**

Quinn Bennion reported that staff, Mayor Shaffer and Dale Beckerman have met twice in the past week with representatives from RED to look at the process for redevelopment of the Mission Valley school site. He feels the City has established a good working relationship with RED and have had positive discussions regarding public engagement in the comprehensive plan amendment for this site.

A two step process is being proposed which includes public participation portion and then the comprehensive plan amendment. The public engagement portion would be coordinated by RED and the consultant/facilitator selected by RED. The City has been asked to participate and pay for a portion of the public engagement portion with the meetings to be held in September and October. The City will prepare a funding agreement with RED for phase 1 with the majority of the costs being covered by RED. Katie Logan stated this agreement would need to be approved by the Governing Body.

Dale Beckerman stated the public engagement process would need to be completed prior to the preparation of an amendment to the comprehensive plan and supports partnering with RED for that process. Ruth Hopkins agreed such partnering was a win/win proposition.

The second step would be the creation of the amendment to the comprehensive plan based on the findings from the public engagement portion . The City would need a planning consultant to this work and would be responsible for the related costs.

Quinn Bennion asked for Council direction on whether to do a Request for Proposals for this process or to use the City's Planning Consultant for the preparation of the amendment to the Comprehensive Plan.

Mayor Shaffer asked what timeline has been established for this process. Mr. Bennion responded at the next Council meeting a funding agreement would be presented for Council approval. Focus groups for public input would be held in September. The tentative schedule includes the development plan to come before the Council in October with the amendment to the Comprehensive Plan beginning in November.

Al Herrera stated that based on the proposed timeline, he felt the City should use its current city planning consultant, Lochner, to prepare the amendment. Dale Beckerman agreed noting that is the reason the City has hired a planning consultant.

Michael Kelly questioned the rush and felt it would be beneficial to go out for proposals and see what is available.

Steve Noll confirmed this amendment would address only the Mission Valley site. Quinn Bennion responded the area could be expanded to include adjacent properties such as Corinth South and adjacent apartments. Mayor Shaffer noted that Lane4 is aware that the Corinth South area may be added to the plan amendment.

Council President Dale Beckerman confirmed the consensus of the City Council was to use the city's existing panning consultant Lochner/BWR as peer review consultant and to prepare the comprehensive plan amendment.



## NEW BUSINESS

Diana Ewy Sharp noted the Babicks were in attendance during both the committee and Council meetings. Mayor Shaffer advised them the agenda does not include discussion on holiday displays and stated they would be notified when that discussion was once again on the agenda.

## ANNOUNCEMENTS

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

Planning Commission	08/02/2011	7:00 p.m.
Tree Board	08/03/2011	6:00 p.m.
JazzFest Committee	08/04/2011	7:00 p.m.
Sister City Committee	08/08/2011	7:00 p.m.
Council Committee of the Whole	08/15/2011	6:00 p.m.
City Council	08/15/2011	7:30 p.m.

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The Prairie Village Arts Council is pleased to announce a photography and watercolors exhibit by Cortney Christensen the R. G. Endres Gallery for the month of August. The artist reception will be held on August 12<sup>th</sup> from 6:30 to 7:30 p.m.

October 14<sup>th</sup> State of the Arts Reception

The final moonlight swim is August 5<sup>th</sup>, the pool will remain open until 10:00 p.m.

The pool goes to reduced hours beginning August 15<sup>th</sup>. They will open at 4:30 p.m. on weekdays.

The pool closes for the season at 6:00 p.m. September 5<sup>th</sup>.

JazzFest is September 10<sup>th</sup> at Harmon Park. Mayor Shaffer noted on Saturday, September 11<sup>th</sup>, the Dolyna Jazz Band would be performing at Asbury Methodist Church from 3 p.m. to 5 p.m.

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

## ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 9:10 p.m.

Joyce Hagen Mundy  
City Clerk

**CITY TREASURER'S WARRANT REGISTER**

DATE WARRANTS ISSUED:

Warrant Register Page No.   1  

August 15, 2011

**Copy of Ordinance  
2886**

Ordinance Page No.       

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	WARRANT NUMBER	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
237-239	7/1/2011	5,416.34	
240	7/7/2011	5,236.95	
241-319	7/8/2011	173,903.16	
320-322	7/15/2011	2,208.71	
323-418	7/22/2011	1,204,936.98	
419-425	7/29/2011	84,623.12	
Payroll Expenditures			
7/1/2011		287,544.63	
7/15/2011		312,518.27	
7/29/2011		286,105.18	
Electronic Payments			
Electronic Pmnts	7/7/2011	1,789.13	
Electronic Pmnts	7/8/2011	499.00	
Electronic Pmnts	7/15/2011	20,980.04	
Electronic Pmnts	7/25/2011	17,564.91	
<b>TOTAL EXPENDITURES:</b>			<b>\$ 2,403,326.42</b>
Voided Checks			
<b>TOTAL VOIDED CHECKS:</b>			-
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>2,403,326.42</b>

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

Passed this 15th day of August 2011.

Signed or Approved this 15th day of August 2011.

(SEAL)

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

\_\_\_\_\_  
City Treasurer

\_\_\_\_\_  
Mayor



## CONSENT AGENDA

Council Meeting Date: August 15, 2011

### Consider Approval of the 2012 Mission Hills Contract and the 2012 Mission Hills Budget

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#### RECOMMENDATION

The Prairie Village Police Department recommends the City Council formalize its law enforcement relationship with the City of Mission Hills for the 2012 calendar year by approving the attached 2012 Mission Hills Contract and the 2012 Mission Hills Budget.

**COUNCIL ACTION REQUESTED ON: August 15, 2011**

#### BACKGROUND

Each year the Cities of Prairie Village and Mission Hills formalize their law enforcement relationship with an agreement between the municipalities. The budgetary costs for each law enforcement program are derived from formulas based on percentages of the Prairie Village Budget for services that include manpower allocation, calls for service, reported crimes, and vehicular accidents. The current method of calculating shared costs has been in place for eight years.

The 2012 Mission Hills Budget is calculated to be \$1,240,173, which is a 2.99% decrease (- \$38,178) compared to 2011. A breakdown of program costs is specified in the attached 2012 Mission Hills Budget spreadsheet. The overall decrease is attributed to the following formula factors:

- 10-year crime rate formula reduced from 13.16% to 11.46% (20.20% crime rate in 2000 replaced with 6.72% crime rate in 2010).
- Calls for Service/Records/Accidents reduced from 15.27% to 14.78%.
- The personnel formula (Patrol) reduced from 13.66% to 13.23% since Prairie Village added two officers.

The Mission Hills Contract does reflect a 3.4% increase in Animal Control Services. The hourly rate increase for services is attributed to higher benefit costs (Health Insurance and KPERS) and an increase in the boarding/other services at Animal Medical Center. The hourly rate will increase from \$33.56 to \$34.70 per hour (\$1.14 per hour increase).

The Mission Hills City Administrator has agreed with the contents of the attached 2012 Mission Hills Contract, as well as the 2012 Mission Hills Budget.

**ATTACHMENTS:** 2012 Mission Hills Contract and 2012 Mission Hills Budget Comparison.

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Prepared By:

Wes Jordan  
Chief of Police  
Date: August 3, 2011

# MISSION HILLS AGREEMENT - 2012

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2011, between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as "Prairie Village," and the City of Mission Hills, Kansas, a municipal corporation, hereinafter referred to as "Mission Hills."

**WHEREAS**, Prairie Village and Mission Hills are adjoining cities and share many of the same problems and concerns for police protection; and

**WHEREAS**, in the opinion of the governing bodies of Prairie Village and Mission Hills, the consolidated operation of law enforcement and policing of the two cities will be to the mutual benefit and the general welfare of the persons and properties of both municipalities; and

**WHEREAS**, K.S.A. 12-2908, and amendments thereto, authorize the parties hereto to enter into a contract with respect to performance of government services; and

**WHEREAS**, the governing bodies of said cities have determined to enter into an agreement as authorized and provided by K.S.A. 12-2908 and amendments thereto,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein made and contained, it is mutually agreed as follows:

**A. Services Provided.** Prairie Village shall furnish to Mission Hills during the term of this agreement, the following items:

**1. Police Cars.** It is agreed and understood that Mission Hills has previously paid for four police cars that are currently being used primarily in the City of Mission Hills and said cars are identified as:

Unit 048 - 2010 Dodge Charger  
VIN 2B3AA4CT9AH215647  
registered to the City of Prairie Village;

Unit 148 - 2011 Ford Crown Victoria  
VIN 2FABP7BV8BX137672  
registered to the City of Prairie Village;

Unit 149 - 2011 Ford Crown Victoria  
VIN 2FABP7BV6BX137671  
registered to the City of Prairie Village, and

Unit 948 - 2009 Dodge Charger  
VIN 2B3KA43T09H598507  
registered to the City of Prairie Village.

During the terms of this agreement, Mission Hills shall be responsible for the replacement costs of any new vehicles needed. The Chief of Police shall notify the Mission Hills City Administrator when fleet bids are being offered. Replacement vehicles for Mission Hills will be offered as part of the fleet purchase, above the costs of this contract, if desired and approved by Mission Hills. New vehicles will be titled to the City of Prairie Village. Collision and liability insurance on the vehicles purchased by Mission Hills shall be maintained and paid for by Prairie Village.

Mission Hills shall pay all expenses relating to the maintenance of said vehicles, including, but not limited to, gasoline, oil, lubrication, tires, repairs and equipment changeover. Maintenance of said vehicles shall be under the direction and supervision of the Chief of Police. Routine maintenance will be provided by a vendor agreed upon by the Mission Hills City Administrator and the Chief of Police. Labor provided by the Prairie Village Public Works Department will be at no charge for labor, plus all costs of parts. Gasoline shall be provided through the Prairie Village gasoline pump. A monthly itemized bill shall be prepared and forwarded to Mission Hills for payment, which shall be above the costs of the contract agreement listed in Paragraph B. Major repair items such as engine or transmission overhaul shall be approved by the Mission Hills City Administrator prior to work being performed and will be billed directly to Mission Hills. If a Mission Hills police unit is inoperable for a period of time - as determined by a Police Department Shift Supervisor or Command Staff member, due to the vehicle being unable to be operated safely, or where further use may cause damage to the vehicle - Prairie Village shall provide a replacement vehicle and may bill Mission Hills at the rate equal to the 2012 IRS standard mileage rate per mile for a car used for business purposes for its use, above the costs of this contract.

It is agreed and understood that if both parties agree to terminate the conditions of this contract, those vehicles purchased by the City of Mission Hills, but titled to the City of Prairie Village, shall be transferred back to the ownership of Mission Hills for the sum of \$1.00.

2. **Police Personnel.** Prairie Village shall provide to Mission Hills the services of police officers, detectives, and other personnel as adopted by budget formulas to provide efficient and effective law enforcement services. The Chief of Police

will approve staffing/scheduling in consultation with the Mission Hills City Administrator. With respect to the additional officers, Prairie Village shall not be required to provide a replacement officer or effect a reduction in the amount due Prairie Village by Mission Hills under this Agreement when such an officer is unavailable due to an excused absence. An "excused absence" is an absence provided for under Prairie Village's personnel policies and for which the officer receives monetary compensation or compensatory time directly from Prairie Village for the absence, but does not include any such absence for which the officer is receiving monetary compensation for the absence from Workers' Compensation or other insurance. If any additional officer is unavailable for any reason other than an excused absence, Prairie Village shall either assign a replacement officer for the position or effect an appropriate reduction in the amount due Prairie Village by Mission Hills under this Agreement. Prairie Village shall use its best efforts to ensure that excused absences of police officers assigned to Mission Hills shall not be disproportionately higher than excused absences of police officers assigned to Prairie Village.

Prairie Village shall provide the services of such supervisory and support personnel as shall be necessary for the operation of said police cars and to provide normal police services.

Prairie Village shall pay the salaries, payroll taxes, Workers' Compensation and related benefits and shall bear all expenses and liabilities with respect to said police personnel, which may accrue from or be attributable to the employer-employee relationship.

All Prairie Village Police officers, and all cars used by such police officers, including the cars designated as the Mission Hills police cars, shall be subject to the jurisdiction of the Prairie Village Chief of Police, whether operating in Mission Hills or Prairie Village. The Prairie Village Chief of Police shall have exclusive supervision of the operation of the police cars designated as the Mission Hills cars and the personnel operating same, and shall handle all complaints or calls for services through the Police Department's Offices at the Public Safety Center, Prairie Village, Kansas. The Chief of

Police will consult and cooperate with Mission Hills in scheduling and supervising the operation of Mission Hills cars and personnel operating same.

Mission Hills will designate an individual who shall serve as its representative to consult with the Chief of Police. All Prairie Village Police officers shall be deputized to act as police officers in Mission Hills and all Prairie Village personnel, in carrying out the police functions for Mission Hills as contemplated by this Agreement, shall be deemed to be acting for, and as the police arm of, Mission Hills.

It is further mutually agreed by the governing bodies of the respective cities hereto that each will respectively do all acts necessary and proper as provided in K.S.A. 19-2645 and K.S.A. 19-2646, and acts amendatory and supplemental thereto, for carrying out the applicable provisions of this Agreement.

3. **Court Personnel.** Prairie Village shall also provide a Clerk of the Court for the Mission Hills Municipal Court for two court sessions per month. Said Clerk shall be assigned by the Court Administrator of the Prairie Village Municipal Court. Said Clerk of the Court shall perform all duties as required by law and shall be deemed to be acting for and on behalf of the City of Mission Hills while performing said duties. Prairie Village shall not be liable in any manner for the actions of said clerk of the Court in the performance or nonperformance of said duties. Prairie Village shall be reimbursed for the costs of providing said Court personnel, which amount is included in the total contract amount as provided in Paragraph B of this Agreement.

4. **Humane Officer.** For purposes of animal control, Prairie Village shall provide to Mission Hills the services of a humane officer, when such services are needed. Said humane officer shall be under the supervision of the Chief of Police. It is agreed that when on duty, the humane officer shall respond to calls for service within Mission Hills that are the normal function of this service. In addition, the Mayor or City Administrator of Mission Hills can request scheduled hours in Mission Hills on a regular basis, which shall be provided if personnel are available. The cost of this service is not included in the contract amount as provided in Paragraph B, and shall be documented and billed at the rate of **\$34.70** per hour.



It is further agreed that Prairie Village has entered into a contract agreement with Animal Medical Center for the professional care and boarding of animals taken into custody by the Police Department. This service is not included in the contract amount as provided in Paragraph B, and shall be billed to Mission Hills by Prairie Village as required by the service provided by Animal Medical Center.

5. **General Law Enforcement Services.** Prairie Village shall provide to Mission Hills law enforcement services necessary to efficiently maintain public safety in the City of Mission Hills. These services include, but are not limited to, administration of the Police Department; 9-1-1 and non-emergency PSAP for communications to the Police Department and police vehicles; Records for maintaining law enforcement files; Crime Prevention Program for education to reduce community vulnerability to crime and establish "community-oriented policing," Investigations function that provides for the investigation of Part I and Part II crimes perpetrated by adults and youths; D.A.R.E. to provide a prevention aspect to adolescent drug use; the Property Room and evidence system, and the Department's comprehensive training.

B. **Reimbursement Costs.** Mission Hills shall reimburse Prairie Village for the cost of services and equipment provided to the City of Mission Hills as heretofore provided, the total amount of **One Million, Two Hundred and Forty Thousand, One Hundred and Seventy Three and 00/100 Dollars (\$1,240,173.00)**, said amount to be paid by Mission Hills at the rate of **One Hundred and Three Thousand, Three Hundred and Forty Seven and 75/100 Dollars (\$103,347.75)**, per month during the term of this Agreement, said payment to be made not later than the 15<sup>th</sup> day of each month.

Said amount is based on the standard employee work schedule of the City of Prairie Village and includes the cost of supervision and insurance, radio dispatching, officer supplies, uniform replacement, salary of personnel, overhead and other costs which will be incurred by Prairie Village in fulfilling the obligations of this Agreement. The estimated costs of services and equipment to be provided under this Agreement have been compiled in a proposed budget for the year 2012, previously furnished to Mission Hills by Prairie Village. This budget was used in determining the costs to be

reimbursed by Mission Hills; however, the parties recognize that the actual costs for the items furnished may differ from those estimated.

In the event of a difference which results from a change in the wage structure of Prairie Village personnel from that contemplated in the proposed budget, or pursuant to Paragraph A., 2., any additional officer is unavailable for any reason other than an excused absence and Prairie Village elects not to assign a replacement officer, an appropriate increase or decrease will be made in the amount due Prairie Village by Mission Hills hereunder. However, the parties agree that no other difference, if any, in the actual costs of the services and equipment provided from that contemplated in the proposed budget will be cause for increasing or decreasing the amount due Prairie Village from Mission Hills hereunder.

**C. Reports.** The Chief of Police of Prairie Village shall at least once a month submit to Mission Hills a complete written report of the police activity and protection provided within said city.

**D. Liability Insurance and Uninsured Claims.** The parties recognize that actions (or omissions) in connection with services to be provided by Prairie Village under this Agreement may result in, or give rise to, claims against Mission Hills or Prairie Village, or both, for alleged damages or injuries. For the purpose of limiting financial exposure with respect to such claims, Prairie Village has obtained liability insurance relating to the operation of the Police Department and relating to the operation of vehicles used in providing the services contemplated by this Agreement. Part of the cost of these policies is allocated to Mission Hills and included in the total contract amount as provided in Paragraph B of this Agreement. Mission Hills shall at all times be named as an insured party on both such insurance policies.

In addition, both Prairie Village and Mission Hills carry general liability insurance and both parties agree that they will use their best efforts to cause the insurance companies providing such insurance coverage to waive any subrogation rights, which such companies may have against Prairie Village or Mission Hills, as the

case may be, with respect to expenses incurred and amounts paid under such policies on behalf of the party carrying such insurance.

The parties also recognize that claims may be made against Mission Hills or Prairie Village or both for alleged injuries or damages which are not covered by any of such insurance policies. With respect to such uninsured claims: The parties agree that Mission Hills should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to a risk that would not have been incurred by Prairie Village, if Prairie Village were not providing services to Mission Hills under this Agreement; and Prairie Village should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to the operation or policies of the Prairie Village Police Department and services provided to Mission Hills under this Agreement are only incidental to the situation.

Accordingly, the parties agree that the circumstances surrounding any claim, which is not covered by insurance and which relates to or arises from actions (or omissions) in connection with services provided or to be provided by Prairie Village under this Agreement, will be examined at the time such claim is made for the purpose of determining the appropriate percentage of the costs related to such claim, which are to be paid by Mission Hills and the appropriate percentage of such costs, which are to be paid by Prairie Village.

**E. Effective Date.** This Agreement shall be in effect from January 1, 2012, through December 31, 2012, and shall not be assigned. It is agreed that during the term of this Agreement neither party may terminate or modify the Agreement without the consent of the other, except as otherwise provided by this Agreement.

**IN WITNESS WHEREOF**, the Mayor of Prairie Village, Kansas, has signed this Agreement on behalf of the City of Prairie Village, as such mayor, and the City of Prairie Village has caused these presents to be attested by its Clerk and the seal of said

city to be hereto attached; and the Mayor of Mission Hills, Kansas, has signed this Agreement on behalf of the City of Mission Hills, as such mayor, and the City of Mission Hills has caused these presents to be attested by its Clerk, and the seal of said city to be hereto attached, the day and year first above written.

**THE CITY OF PRAIRIE VILLAGE, KANSAS**

By: \_\_\_\_\_  
**Ronald L. Shaffer - Mayor**

**ATTEST:**

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

**THE CITY OF MISSION HILLS, KANSAS**

By: \_\_\_\_\_  
**Rick Boeshaar - Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jill Clifton - City Clerk**

## MISSION HILLS BUDGET FOR 2012

<b>PROGRAM</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>11-12 COMPARISON</b>	<b>%</b>
Administration	\$65,832	\$72,317	<b>\$72,560</b>	\$243	0.3%
Staff Services	\$146,924	\$148,140	<b>\$145,673</b>	(\$2,467)	-1.7%
Community Services	\$0	\$0	<b>\$0</b>	\$0	0.0%
Crime Prevention	\$12,201	\$10,677	<b>\$9,566</b>	(\$1,111)	-10.4%
Patrol	\$827,315	\$856,949	<b>\$827,673</b>	(\$29,276)	-3.4%
Investigations	\$76,382	\$80,152	<b>\$72,999</b>	(\$7,153)	-8.9%
Special Investigation	\$0	\$0	<b>\$0</b>	\$0	0.0%
D.A.R.E.	\$7,220	\$7,394	<b>\$7,556</b>	\$162	2.2%
Professional Standards	\$21,136	\$23,671	<b>\$22,939</b>	(\$732)	-3.1%
Traffic	\$0	\$0	<b>\$0</b>	\$0	0.0%
Court	\$77,401	\$79,051	<b>\$81,207</b>	\$2,156	2.7%
School Crossing	\$0	\$0	<b>\$0</b>	\$0	0.0%
Accounting	\$0	\$0	<b>\$0</b>	\$0	0.0%
<b>TOTAL</b>	<b>\$1,234,411</b>	<b>\$1,278,351</b>	<b>\$1,240,173</b>	<b>(\$38,178)</b>	
<b>% OF INCREASE</b>					<b>-2.99%</b>



## **ADMINISTRATION**

**City Council Meeting Date: August 15, 2011  
Consent Agenda**

### **Memorandum of Understanding with Mid-America Regional Council Regarding the Smart Lights for Smart Cities Grant**

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#### **BACKGROUND:**

In 2009, the City of Prairie Village sent a formal letter to the Mid-America Regional Council (MARC) indicating that it would like to participate in the Smart Lights for Smart Cities EECBG Topic Grant project. The grant allows for participating cities to replace a number of existing street lights with LED lighting as a pilot test project. The City of Prairie Village is one of 26 communities participating in the grant.

City staff, KCPL and MARC staffs have been working to identify appropriate streetlights for replacement with LED. The City will be receiving 243 LED replacement lights. Staff has attached a map of the proposed locations and a detailed listing of the proposed locations.

#### **FUNDING SOURCE:**

There is no cost to the City for this program. Funding is being provided through the EECBG Grant.

#### **ATTACHMENT:**

Memorandum of Understanding  
Map and Detailed Listing of Proposed Street Light locations

#### **PREPARED BY:**

Dennis J. Enslinger  
Assistant City Administrator  
Date: August 12, 2011

## ***Memorandum of Understanding***

RE: Smart Lights for Smart Cities - Memorandum of Understanding between the **CITY OF PRAIRIE VILLAGE** hereafter (CITY), and Mid-America Regional Council

WHEREAS, MARC was awarded a U.S. Department of Energy EECBG competitive grant in July 2010. The objective of the grant initiative named, *Smart Lights for Smart Cities*, is to deploy different high efficiency streetlight technologies from different vendors in 25 different cities in the region and use this deployment to transform the streetlight market in the Kansas City metro area. This grant initiative is being implemented through a partnership of the Smart Lights Coalition made up of 25 municipalities, MARC and local utility companies. The grant period is from August 1, 2010 to July 31, 2013.

WHEREAS, MARC selected through a public bid process five streetlight contractors to supply the participating cities with high efficiency streetlights. In addition, the MARC Board of Directors has approved the Executive Director to execute contracts with these vendors;

WHEREAS, the agreed upon strategy by the Smart Lights Coalition is that each participating city would share equally in the funds available to purchase and install streetlights. This amount is \$120,000 per city;

WHEREAS, this arrangement requires MARC to place orders, for volume purchasing discounts, as well as make payment out of grant funds for the streetlights, shipping, installation and maintenance;

WHEREAS, the CITY either owns its streetlights or leases its streetlights through its public electric utility company. The owner of the streetlights (the city or utility company) will assume ownership of the streetlights once installed and will provide long-term maintenance of the streetlights after the grant period;

WHEREAS, the CITY is willing to provide all appropriate feedback to MARC according to the grant evaluation criteria; and

WHEREAS, the CITY is willing to participate in discussion with other partners on the policy topics such as pilot tariffs and approaches to sustain the *Smart Lights for Smart Cities* initiative.

This ***Memorandum of Understanding*** is written to define the roles and responsibilities:

**1. MARC will:**

- A. Serve as the grant manager and liaison with DOE, which includes all reporting,
- B. Have overall financial management of the project,
- C. Coordinate development of specifications and vendor selection;
- D. Coordinate the communications with local governments and education of rest of the region,
- E. Act as an agent for the CITY/UTILITY COMPANY in purchasing streetlights and installation services through MARC's cooperative purchasing program, Kansas City Regional Purchasing Cooperative (KCRPC),

Chair  
Jim Schultz  
Councilmember  
Independence, Mo.

1st Vice Chair  
Marge Vogt  
Councilmember  
Olathe, Kan.

2nd Vice Chair  
Jan Marcason  
Councilmember  
Kansas City, Mo.

Treasurer  
Ed Peterson  
Commissioner  
Johnson County, Kan.

Secretary  
Kathy Dusenbery  
Commissioner  
Platte County, Mo.

Executive Director  
David A. Warm

- F. Pay for (out of the grant funds) the total costs of the street lights, applicable shipping charges, installation, testing and maintenance charges,
- G. Provide contract specific documents for the CITY, as requested,
- H. Work with local governments and utilities on development of pilot tariffs and policies, and
- I. Conduct citizen and local government evaluations of street lights.

**2. CITY will:**

- A. Provide an inventory of existing street light fixtures including ownership, number, location, type of fixture, and spacing of poles,
- B. Provide data on current and future electrical usage of targeted streetlights,
- C. Participate in vendor and technology selection process,
- D. Work with local utility in coordination in selection of lights to be changed and in the installation of those lights,
- E. Participate in the evaluation of streetlight fixtures,
- F. Participate in regional forums on the use of the lights,
- G. Support outreach to the public, and
- H. Participate in discussions about pilot tariffs and sustainability of project.

**MARC and the CITY OF PRAIRIE VILLAGE** agree to be responsible for the above stated items, as well as continue to fully cooperate throughout the three-year grant period. This *Memorandum of Understanding* is in effect from the date of signature to July 31, 2013.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding.

**CITY OF PRAIRIE VILLAGE**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

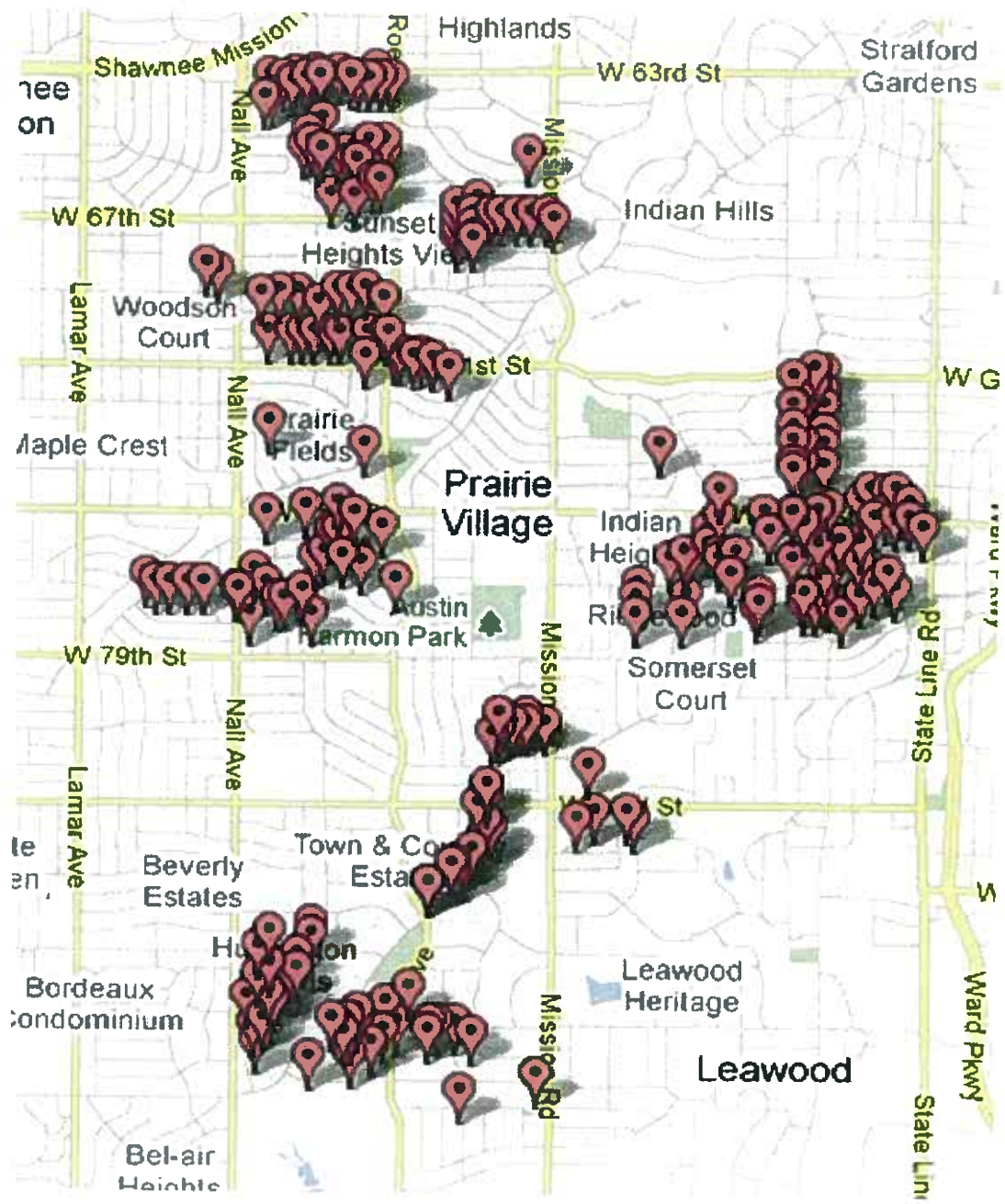
\_\_\_\_\_  
Date

**MARC**

By:   
\_\_\_\_\_  
David A. Warm, Executive Director  
Mid-America Regional Council

8/1/11  
\_\_\_\_\_  
Date





Address	City	State	Watts	Poll Numbers	Ward
5615 W 69 ST	Prairie Village	KS		PR0277	1
4840 W 76 ST	Prairie Village	KS		PR0568	4
4737 W 77 ST	Prairie Village	KS		PR0574	4
4909 W 77 ST	Prairie Village	KS		PR0616	4
3310 W 74 TERR	Prairie Village	KS		PR0922	3
8353 REINHARDT	Prairie Village	KS		PR1323	5
3700 W 83 TERR	Prairie Village	KS		PR1327	6
3715 W 84 TERR	Prairie Village	KS		PR1330	5
3608 W 84 TERR	Prairie Village	KS		PR1331	5
8410 REINHARDT	Prairie Village	KS		PR1333	5
9108 DELMAR	Prairie Village	KS	175	PR1819	5
4518 W 89 ST	Prairie Village	KS	175	PR1858	5
4001A W 66 ST	Prairie Village	KS	250	PR0176	1
4710 W 71 ST	Prairie Village	KS	250	PR0350	1
7328 ASH	Prairie Village	KS	250	PR0520	2
7344 ROE CIR	Prairie Village	KS	250	PR0544	2
3904 W 91 ST	Prairie Village	KS	250	PR1808	5
6815 MISSION RD	Prairie Village	KS	400	PR0204	1
8709 BIRCH	Prairie Village	KS	100	PR1699	5
8720 BIRCH	Prairie Village	KS	100	PR1700	5
8805 BIRCH	Prairie Village	KS	100	PR1701	5
8814 BIRCH	Prairie Village	KS	100	PR1702	5
8915 BIRCH	Prairie Village	KS	100	PR1703	5
8924 ROSEWOOD	Prairie Village	KS	100	PR1704	5
8983 ROSEWOOD	Prairie Village	KS	100	PR1705	5
8964 ROSEWOOD	Prairie Village	KS	100	PR1706	5
9005 ROSEWOOD	Prairie Village	KS	100	PR1707	5
9041 ROSEWOOD	Prairie Village	KS	100	PR1708	5
8801 ROSEWOOD	Prairie Village	KS	100	PR1723	5
8819 ROSEWOOD	Prairie Village	KS	100	PR1724	5
8855 ROSEWOOD	Prairie Village	KS	100	PR1725	5
8900 ROSEWOOD	Prairie Village	KS	100	PR1726	5
8740 ROSEWOOD	Prairie Village	KS	100	PR1727	5
8717 ROSEWOOD	Prairie Village	KS	100	PR1729	5
8705 ROSEWOOD	Prairie Village	KS	100	PR1730	5
8911 CEDAR	Prairie Village	KS	100	PR1747	5
4929 W 90 ST	Prairie Village	KS	100	PR1749	5
8937 CEDAR LN	Prairie Village	KS	100	PR1751	5

8917 CEDAR LN	Prairie Village	KS	100	PR1752	5
8922 LINDEN LN	Prairie Village	KS	100	PR1753	5
8934 LINDEN LN	Prairie Village	KS	100	PR1754	5
8952 LINDEN LN	Prairie Village	KS	100	PR1755	5
4857 W 90 ST	Prairie Village	KS	100	PR1756	5
4836 W 90 ST	Prairie Village	KS	100	PR1757	5
4805 W 90 ST	Prairie Village	KS	100	PR1758	5
8915 LINDEN	Prairie Village	KS	100	PR1759	5
4501 W 90 TERR	Prairie Village	KS	100	PR1800	5
4650 W 90 TERR	Prairie Village	KS	100	PR1830	5
4430 W 90 TERR	Prairie Village	KS	100	PR1831	5
4401 W 90 TERR	Prairie Village	KS	100	PR1832	5
9011 DELMAR	Prairie Village	KS	100	PR1834	5
4221 W 90 TERR	Prairie Village	KS	100	PR1835	5
2001 W 76 ST	Prairie Village	KS	100	PR1057	6
7544 EATON	Prairie Village	KS	100	PR1058	6
7524 EATON	Prairie Village	KS	100	PR1059	6
7506 SAGAMORE	Prairie Village	KS	100	PR1060	6
7525 SAGAMORE	Prairie Village	KS	100	PR1061	6
7544 SAGAMORE	Prairie Village	KS	100	PR1062	6
7546 RAINBOW	Prairie Village	KS	100	PR1064	6
7535 RAINBOW	Prairie Village	KS	100	PR1065	6
7511 RAINBOW	Prairie Village	KS	100	PR1066	6
7507 HIGH DR	Prairie Village	KS	100	PR1067	6
7522 HIGH DR	Prairie Village	KS	100	PR1068	6
7672 HIGH DR	Prairie Village	KS	100	PR1075	6
2800 W 75 PL	Prairie Village	KS	100	PR1077	6
2624 W 75 PL	Prairie Village	KS	100	PR1079	6
2605 W 75 PL	Prairie Village	KS	100	PR1080	6
2512 W 75 PL	Prairie Village	KS	100	PR1081	6
2418 W 75 PL	Prairie Village	KS	100	PR1082	6
7653 RAINBOW	Prairie Village	KS	100	PR1092	6
7624 RAINBOW	Prairie Village	KS	100	PR1094	6
7600 RAINBOW	Prairie Village	KS	100	PR1095	6
7577 RAINBOW	Prairie Village	KS	100	PR1096	6
2331 W 76 ST	Prairie Village	KS	100	PR1098	6
2412 W 76 ST	Prairie Village	KS	100	PR1099	6
2505 W 76 ST	Prairie Village	KS	100	PR1100	6
2605 W 77 ST	Prairie Village	KS	100	PR1108	6
2513 W 77 ST	Prairie Village	KS	100	PR1109	6



2200 W 78 ST	Prairie Village	KS	100	PR1115	6
2224 W 78 ST	Prairie Village	KS	100	PR1116	6
2312 W 78 ST	Prairie Village	KS	100	PR1117	6
2409 W 78 ST	Prairie Village	KS	100	PR1118	6
2500 W 78 ST	Prairie Village	KS	100	PR1119	6
2516 W 78 ST	Prairie Village	KS	100	PR1120	6
2604 W 78 ST	Prairie Village	KS	100	PR1121	6
2804 W 78 ST	Prairie Village	KS	100	PR1124	6
7809 NORWOOD	Prairie Village	KS	100	PR1125	6
2114 W 79 ST	Prairie Village	KS	100	PR1131	6
2805 W 77 ST	Prairie Village	KS	100	PR1142	6
7728 FAIRWAY	Prairie Village	KS	100	PR1143	6
2905 W 77 ST	Prairie Village	KS	100	PR1145	6
7527 ABERDEEN	Prairie Village	KS	100	PR1151	6
7600 ABERDEEN	Prairie Village	KS	100	PR1152	6
7712 ABERDEEN	Prairie Village	KS	100	PR1155	6
7839 CANTERBURY	Prairie Village	KS	100	PR1159	6
3005 W 77 ST	Prairie Village	KS	100	PR1164	6
7639 CHADWICK	Prairie Village	KS	100	PR1165	6
7619 CHADWICK	Prairie Village	KS	100	PR1166	6
3149 W 77 ST	Prairie Village	KS	100	PR1167	6
3209 W 77 ST	Prairie Village	KS	100	PR1171	6
7711 CANTERBURY	Prairie Village	KS	100	PR1172	6
7807 CANTERBURY	Prairie Village	KS	100	PR1174	6
7838 WINDSOR	Prairie Village	KS	100	PR1175	6
7816 WINDSOR	Prairie Village	KS	100	PR1176	6
7740 WINDSOR	Prairie Village	KS	100	PR1177	6
7433 BELINDER	Prairie Village	KS	100	PR0984	3
7421 BELINDER	Prairie Village	KS	100	PR0985	3
7347 BELINDER	Prairie Village	KS	100	PR0986	3
7329 BELINDER	Prairie Village	KS	100	PR0987	3
7247 BELINDER	Prairie Village	KS	100	PR0988	3
7205 BELINDER	Prairie Village	KS	100	PR0990	3
7143 SPRINGFIELD	Prairie Village	KS	100	PR0991	3
7221 SPRINGFIELD	Prairie Village	KS	100	PR0992	3
7244 SPRINGFIELD	Prairie Village	KS	100	PR0993	3
7346 SPRINGFIELD	Prairie Village	KS	100	PR0995	3
7420 SPRINGFIELD	Prairie Village	KS	100	PR0996	3
7426 BOOTH	Prairie Village	KS	100	PR0997	3
7348 BOOTH	Prairie Village	KS	100	PR0998	3

7332 BOOTH	Prairie Village	KS	100	PR0999	3
2500 W 73 ST	Prairie Village	KS	100	PR1000	3
7226 BOOTH	Prairie Village	KS	100	PR1001	3
7146 BOOTH	Prairie Village	KS	100	PR1002	3
4716 W 67 ST	Prairie Village	KS	100	PR0009	1
4806 W 67 ST	Prairie Village	KS	100	PR0010	1
4901 W 67 ST	Prairie Village	KS	100	PR0011	1
5014 W 66 TERR	Prairie Village	KS	100	PR0013	1
5108 W 66 TERR	Prairie Village	KS	100	PR0014	1
5219 W 66 TERR	Prairie Village	KS	100	PR0016	1
6609 HODGES DR	Prairie Village	KS	100	PR0018	1
4806 W 66 TERR	Prairie Village	KS	100	PR0019	1
4712 W 66 TERR	Prairie Village	KS	100	PR0020	1
4713 W 66 ST	Prairie Village	KS	100	PR0021	1
4817 W 66 ST	Prairie Village	KS	100	PR0022	1
6600 HODGES DR	Prairie Village	KS	100	PR0023	1
5001 W 66 ST	Prairie Village	KS	100	PR0024	1
5101 W 66 ST	Prairie Village	KS	100	PR0025	1
5115 W 66 ST	Prairie Village	KS	100	PR0026	1
5011 W 65 ST	Prairie Village	KS	100	PR0037	1
5100 W 64 TERR	Prairie Village	KS	100	PR0038	1
5116 W 64 TERR	Prairie Village	KS	100	PR0039	1
5218 W 64 TERR	Prairie Village	KS	100	PR0040	1
5315 W 64 TERR	Prairie Village	KS	100	PR0041	1
5309 W 64 ST	Prairie Village	KS	100	PR0042	1
6345 ASH	Prairie Village	KS	100	PR0043	1
5208 W 64 ST	Prairie Village	KS	100	PR0044	1
5119 W 64 ST	Prairie Village	KS	100	PR0045	1
6344 HODGES DR	Prairie Village	KS	100	PR0046	1
4907 W 64 TERR	Prairie Village	KS	100	PR0048	1
4807 W 64 TERR	Prairie Village	KS	100	PR0049	1
4717 W 64 TERR	Prairie Village	KS	100	PR0050	1
4701 W 64 ST	Prairie Village	KS	100	PR0051	1
4800 W 64 ST	Prairie Village	KS	100	PR0052	1
4819 W 64 ST	Prairie Village	KS	100	PR0053	1
5000 W 64 ST	Prairie Village	KS	100	PR0054	1
6342 ASH	Prairie Village	KS	100	PR0055	1
5009 W 67 ST	Prairie Village	KS	100	PR0090	1
3906 W 68 ST	Prairie Village	KS	100	PR0193	1
4006 W 68 ST	Prairie Village	KS	100	PR0194	1

4100 W 68 ST	Prairie Village	KS	100	PR0195	1
4200 W 68 ST	Prairie Village	KS	100	PR0196	1
4210 W 68 ST	Prairie Village	KS	100	PR0197	1
6821 EL MONTE	Prairie Village	KS	100	PR0220	1
6803 EL MONTE	Prairie Village	KS	100	PR0221	1
6739 EL MONTE	Prairie Village	KS	100	PR0222	1
6715 EL MONTE	Prairie Village	KS	100	PR0223	1
6723 FONTANA	Prairie Village	KS	100	PR0225	1
6745 FONTANA	Prairie Village	KS	100	PR0226	1
6817 FONTANA	Prairie Village	KS	100	PR0227	1
6827 FONTANA	Prairie Village	KS	100	PR0228	1
4200 SOMERSET	Prairie Village	KS	150	PR1878	4
8225 SOMERSET	Prairie Village	KS	250	PR1353	4
4400 SOMERSET DR	Prairie Village	KS	250	PR1900	5
4355 SOMERSET DR	Prairie Village	KS	250	PR1901	5
4302 SOMERSET DR	Prairie Village	KS	250	PR1902	5
4295 SOMERSET DR	Prairie Village	KS	250	PR1903	4
4292 SOMERSET DR	Prairie Village	KS	250	PR1905	4
4601 SOMERSET DR	Prairie Village	KS	250	PR1906	5
4091 SOMERSET DR	Prairie Village	KS	250	PR1909	4
4060 SOMERSET DR	Prairie Village	KS	250	PR1910	4
4000 SOMERSET DR	Prairie Village	KS	250	PR1912	4
3955 SOMERSET DR	Prairie Village	KS	250	PR1913	4
8331 SOMERSET	Prairie Village	KS	250	PR1997	5
8341 SOMERSET	Prairie Village	KS	250	PR1998	5
8348 SOMERSET	Prairie Village	KS	250	PR1999	5
8361 SOMERSET	Prairie Village	KS	250	PR2000	5
8411 SOMERSET	Prairie Village	KS	250	PR2001	5
8449 SOMERSET	Prairie Village	KS	250	PR2002	5
8457 SOMERSET	Prairie Village	KS	250	PR2003	5
8463 SOMERSET	Prairie Village	KS	250	PR2004	5
4321 SOMERSET	Prairie Village	KS	250	PR2007	5
4331 SOMERSET	Prairie Village	KS	250	PR2008	5
4700 SOMERSET	Prairie Village	KS	250	PR2259	5
4289 SOMERSET DR	Prairie Village	KS	250	PR2309	4
4700 SOMERSET DR	Prairie Village	KS	250	PR6009	5
4061 SOMERSET	Prairie Village	KS	250	PR6013	4
5600 W 69TH TERR	Prairie Village	KS	70	PR0278	1
4709 W 70 ST	Prairie Village	KS	70	PR0313	1
4808 W 70 ST	Prairie Village	KS	70	PR0314	1



4904 W 70 ST	Prairie Village	KS	70	PR0315	1
5000 W 70 ST	Prairie Village	KS	70	PR0316	1
5017 W 70 ST	Prairie Village	KS	70	PR0317	1
5400 70 TERR	Prairie Village	KS	70	PR0323	1
5300 70 TERR	Prairie Village	KS	70	PR0324	1
5200 70 TERR	Prairie Village	KS	70	PR0325	1
5500 W 78 ST	Prairie Village	KS	70	PR0446	2
5510 W 78 ST	Prairie Village	KS	70	PR0447	2
5608 W 78 ST	Prairie Village	KS	70	PR0448	2
5708 W 78 ST	Prairie Village	KS	70	PR0449	2
5808 W 78 ST	Prairie Village	KS	70	PR0450	2
5908 W 78 ST	Prairie Village	KS	70	PR0451	2
5924 W 78 ST	Prairie Village	KS	70	PR0452	2
4719 71 TERR	Prairie Village	KS	70	PR0482	2
7210 LINDEN	Prairie Village	KS	70	PR0484	2
4819 71 TERR	Prairie Village	KS	70	PR0486	2
4827 71 TERR	Prairie Village	KS	70	PR0487	2
4915 71 TERR	Prairie Village	KS	70	PR0488	2
5003 71 TERR	Prairie Village	KS	70	PR0489	2
5103 71 TERR	Prairie Village	KS	70	PR0490	2
5115 71 TERR	Prairie Village	KS	70	PR0491	2
5211 71 TERR	Prairie Village	KS	70	PR0492	2
5311 71 TERR	Prairie Village	KS	70	PR0493	2
7520 BRIAR	Prairie Village	KS	70	PR0570	4
7612 BRIAR	Prairie Village	KS	70	PR0571	4
7712 BRIAR	Prairie Village	KS	70	PR0578	4
7748 BRIAR	Prairie Village	KS	70	PR0580	4
7615 JUNIPER	Prairie Village	KS	70	PR0618	4
7610 ROSEWOOD	Prairie Village	KS	70	PR0624	2
5311 W 76 TERR	Prairie Village	KS	70	PR0627	2
5130 W 77 ST	Prairie Village	KS	70	PR0631	2
7703 ROSEWOOD	Prairie Village	KS	70	PR0632	2
7800 ROSEWOOD	Prairie Village	KS	70	PR0634	2
7833 ROSEWOOD	Prairie Village	KS	70	PR0635	2
7802 ROSEWOOD LN	Prairie Village	KS	70	PR0637	2
7811 ASH	Prairie Village	KS	70	PR0641	2
7744 ASH	Prairie Village	KS	70	PR0642	2
7720 BIRCH	Prairie Village	KS	70	PR0644	2
7834 BIRCH	Prairie Village	KS	70	PR0646	2
4410 72 TERR	Prairie Village	KS	70	PR0747	2

4510 72 TERR	Prairie Village	KS	70	PR0748	2
4607 72 TERR	Prairie Village	KS	70	PR0749	2
4600 72 TERR	Prairie Village	KS	70	PR0750	2
4628 72 TERR	Prairie Village	KS	70	PR0751	2
4648 72 TERR	Prairie Village	KS	70	PR0752	2

Number in Ward 1	60
Number in Ward 2	36
Number in Ward 3	18
Number in Ward 4	18
Number in Ward 5	57
Number in Ward 6	54
Total	243





## PUBLIC WORKS DEPARTMENT

Council Meeting Date: August 15, 2011

### CONSIDER PURCHASE OF REPLACEMENT CAB & CHASSIS FOR DUMP TRUCK AND DISPOSAL OF ASSET #1582 BY AUCTION

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#### RECOMMENDATION

Staff recommends the City Council approve the purchase of a cab and chassis for a dump truck with seven years parts and labor service warranties from Diamond International of Kansas City, MO for \$ 71,890.00 and the eventual disposal of Asset # 1582 by auction.

#### BACKGROUND

The 2011 City Budget provides for the replacement of Asset # 1582, a dump truck. The existing vehicle is twelve years old and due for replacement. Staff proposes to purchase the replacement cab and chassis for the dump truck using the 2011 MARC purchasing contract which is expiring this month. City staff has modified the MARC specifications to make the vehicle more appropriate for City use. The vehicle cost is \$ 68,990.00 Staff proposes to purchase the seven years parts and labor warranties for an additional cost of \$ 2900.00 The vehicle is necessary for our streets operations and maintenance program, including snow and ice control.

The procurement of this vehicle is running behind schedule due to an extended employee absence earlier this year. Therefore, only the cab and chassis will be acquired this year. The remainder of the equipment including the dump bed, hydraulic system, light system, salt spreader, snow plow and other equipment will be acquired and installed in early 2012. The current estimated cost for this additional equipment is \$ 67,500.

#### FUNDING SOURCE

The 2011 City Budget has a line item of \$100,000.00 for the purchase of this truck. Funding is shown in the Streets Operation and Maintenance Program operating budget. The additional equipment will require funding in 2012 but is unbudgeted at this time. Therefore, the additional funding will most likely be requested from the Contingency Fund.

#### ATTACHMENT

Detailed equipment list.

#### PREPARED BY

Bruce McNabb, Director of Public Works

Date August 12, 2011

2011 International dump truck  
 #5430 (to replace #1582- 1999 GMC dump truck & #1583 snow plow)  
 Diamond International Truck

**International truck standard list**

* International 7300 Work Star cab-chassis	STD
* GVWR 37,000 LBS	STD
* Cab to axle 96"	STD
* Regular cab " A"	STD
* 120,000 PSI frame	STD
* Paint - white	STD
* Wheel base 171"	STD
* Air brake dryer w/automatic moisture ejectors	STD
* ABS drum brakes w/backing plates	STD
* Air conditioning	STD
* Front axle 14,000 LBS	STD
* Rear axle 23,000 LBS. Single speed	STD
* Air compressor 13.2 CFM	STD
* 50 Gallon fuel tank (aluminum)	STD
* Engine block heater	STD
* Heated mirrors	STD
* Air suspension drivers seat	STD
* Spare tire and wheel	STD
	<u>STD</u>
<b>International standard vehicle cost</b>	<b>\$ 62,374.00</b>

**International truck options list**

* Engine 7.6LT 6 cylinder 285 hp	\$ 4,360.00
* 160 amp alternator	\$ 125.00
* Silicone heater hoses	\$ 174.00
* 3 keys	\$ 10.00
* Service manuals (CD)	\$ 300.00
* Philips fender guide mirrors	\$ 150.00
* Rust proofing cab/chassis	\$ 275.00
* Tilt steering	\$ 118.00
* Snow valve	\$ 149.00
* Tow command for electric brakes	\$ 232.00
* Tow hooks 2 (Front)	\$ 72.00
* Winter front	\$ 165.00
* AM/FM Radio w/weather band	STD
* remote power module (6 factory switches)	\$ 505.00
* Base warranty one year unlimited miles	STD
* Transmission warranty 5 year Allison application	\$ 900.00
* Engine, engine electronics and injectors warranty 7 year/84 month or 3,600 hours	\$ 2,000.00
	<u>International options total</u> \$ 9,535.00
	<u>International standard total</u> \$ 62,374.00
* Front bumper delete	\$ (19.00)
	<u>International Cab - chassis total cost</u> \$ 71,890.00

2011 International dump truck  
 #5430 (to replace #1582- 1999 GMC dump truck & #1583 snow plow)  
 Diamond International Truck

**Knapheide truck equipment**

**Dump bed**

**Provide and install: Dump bed**

- \* TBEI Dura class - MAB SL 6/8 yd 10 x 7 dump bed
- \* 1/2 Cab shield
- \* 12" Bolt on spill apron
- \* Grip strut rail on lower rail w/step
- \* Spreader tie downs
- \* Air tailgate release - latches at bottom corners
- \* Bed painted white
- \* 3/16 AR 400 Floor
- \* Hoist model # 1812 underbody w/ 8" cylinder
- \* Manual pull tarp w/ asphalt tarp
- \* Rear fenders w/ mud flaps
- \* Drivers side step
- \* Under bed rust proofing
- \* Overall truck height not to exceed 9' - 8" in height

**Dump bed total \$ 15,052.00**

**Hydraulic system**

**Provide and install: Force america central hydraulic system**

- \* 3 Stick proportional ultra control for bed, plow and spreader. Model# MPJC 1500 3 ultra
- \* Hydraulic pump mounted on front custom bumper w/ frontal protection
- \* Hydraulic tank to be mounted behind cab on top of frame rails
- \* Drain valve on bottom of hyd tank w/ plug
- \* Oil on/off flow valve at pump and bottom of hyd tank
- \* Spin on hydraulic filter
- \* Plow and spreader to have quick couple connections
- \* Hydraulic line to be steel for long runs w/ shorter rubber hose ends
- \* Third gear lock out on transmission for plowing and spreading
- \* Includes all steel, hydraulic hoses and fittings
- \* Hydraulic system controls to be pre-approved by city

**Hydraulic system total \$ 17,221.00**

**Knapheide truck equipment**

2011 International dump truck  
 #5430 (to replace #1582- 1999 GMC dump truck & #1583 snow plow)  
 Diamond International Truck

**Light system**

**Provide and install:**

- \* Large 7 pin trailer receptacle (round pin type)
- \* Continuous duty solenoid NAPA # ST80
- \* Whelen DOT LED light system, 700 series 3 light system w/stainless boxes
- \* Whelen DOT LED light system, w/ micro freedom light heads model #22T07DPS
- \* Extra set of LED brake lights underneath rear
- \* All rear lighting to be LED, including back up, DOT and clearance lights
- \* Central electrical junction box (croft trailer #10-160) for bed lighting, backup alarm and trailer receptacle. excluding strobe system. Mount inside the right or left frame rail.
- \* Plow/ driving lights to be mounted in the upper right and left corners of the grill. Wired to force america console or the in dash uplifter switches.
- \* All wire connections to be solder and heat shrink used, unless weather pack connectors are used.
- \* Bed lighting boxes need to be recessed in rear corner post

**lighting system total \$ 4,038.00**

**Equipment**

**Provide and install:**

- \* Step ladder at front drivers side
- \* Custom front bumper channel steel to mount front hydraulic system pump with front pump protection. Frame extensions cut back to accommodate hydraulic pump. Channel steel bumper and snow plow mounting frame.
- \* Rear hitch plate (DOT / NTSB) rear impact protection.
- \* 15 Ton swivel pintle hook w/greasable fittings. Pintle mounted 18" from the ground.
- \* Install rear tow hooks and rear D-rings.
- \* Backup alarm
- \* Decals for both doors and four sets of 4-digit numbers (5430) color: reflective blue
- \* Reprogram transmission for third gear lock-out when plowing and spreading

**Equipment total \$ 3,150.00**

**Knapheide truck equipment**

2011 International dump truck  
 #5430 (to replace #1582- 1999 GMC dump truck & #1583 snow plow)

Diamond International Truck

Salt spreader

Provide and install: Henderson salt and sand spreader

- \* FSH-II 10-50 304SS single auger salt and sand v-box spreader stainless steel
- \* 10' body length
- \* 5.6 cubic yard capacity
- \* Single 7" dia. Auger
- \* Top grate screens
- \* Inverted vee, 304SS
- \* Amber rear work light attached to spreader
- \* Locate tie-downs on the sides (25" from front, 30" from rear)
- \* Stainless steel spreader stand
- \* PWS-H dual pre-wetting system w/ 2-100 gallon tanks
- \* latch bar to rest in tail gate latches

**Salt spreader total \$ 22,488.00**

Snow plow

Provide and install: Western ultramount snow plow

- \* 10' Heavyweight plow model #62302
- \* 2 x 16" angling rams
- \* lift cylinder
- \* 6 Trip springs
- \* Rubber deflector # 62124-1
- \* No plow lights
- \* No wheels
- \* 24" Spring type blade guides w/flags
- \* Plow drop to have float control and medium drop speed

**Snow plow total \$ 5,570.00**

**Knapheide truck subtotal \$ 67,519.00**

**International truck total \$ 71,890.00**

**Knapheide truck total \$ 67,519.00**

**Total vehicle cost \$ 139,409.00**

\* Option delete: Auto lube system \$ 8,178.00

**Total vehicle cost with options \$ 147,587.00**



## **PRAIRIE VILLAGE ARTS COUNCIL**

**Meeting Date: August 15, 2011  
CONSENT AGENDA**

**Consider request for Alcoholic Beverage Waiver for Harmon Park for Jazz Fest Event**

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### **RECOMMENDATION**

Recommend the City Council approve a waiver to allow the serving of alcoholic beverages at Harmon Park on Saturday, September 10, 2011 in conjunction with the JazzFest Celebration.

### **BACKGROUND**

The Prairie Village JazzFest Committee is sponsoring a Jazz Festival on Saturday, September 10, 2011 on the Municipal Campus and Harmon Park. Food and alcohol will be sale and consumption by BRGR Kitchen + Bar during the hours of the event. The area will be secured. Police will be on the grounds during the event. All persons drinking alcohol will be required to wear a wrist bracelet that they will receive after they have shown the necessary documentation showing they are of age to drink. The bracelets will assist the police in monitoring the drinking. BRGR will be the only vendor serving alcohol and will be responsible for securing the necessary special event permit to go along with its state catering and alcohol license.

### **ATTACHMENTS**

Waiver Application

### **PREPARED BY**

Joyce Hagen Mundy  
City Clerk

Date: August 10, 2011



**APPLICATION FOR ALCOHOLIC BEVERAGE  
WAIVER FOR HARMON PARK  
City of Prairie Village, Kansas**

1. Date/Time Application Filed \_\_\_\_\_
  2. Name/Date/Time of the Event PRAIRIE VILLAGE JAZZ FESTIVAL - SEPTEMBER 10, 20  
 Ordinance 2010 provides for an exemption to allow the sale and consumption of alcoholic liquor and cereal malt beverage at Harmon Park in conjunction with an approved City function upon approval of the Governing Body.
  3. Applicant's Name BRGR KITCHEN + BAR  
 Address 4038 W. 83<sup>RD</sup> STREET  
 Daytime Phone 913 - Evening Phone \_\_\_\_\_
  4. Name of Sponsoring Organization PRAIRIE VILLAGE JAZZ FEST COMMITTEE  
 Address 7700 MISSION ROAD PRAIRIE VILLAGE, KS  
 Phone 913-381-6464
- Does the applicant have a License from the State of Kansas to serve alcoholic beverage?  Yes  No
- If so, what is the License Number 10-019-1800-03
- Registered to do business in the State of Kansas?  Yes  No
- What measures will be taken to provide security to insure health & safety during the event? PROB WILL BE ENCLOSED WITH FENCING AS REQUIRED BY ABC. POLICE OFFICERS WILL BE ON SITE DURING THE ENTIRE EVENT. MEDICAL PERSONNEL WILL ALSO BE ON SITE. INDIVIDUALS WANTING TO PURCHASE ALCOHOLIC BEVERAGES WILL BE CHECKED & IDENTIFIED WITH A WRISTBAND
5. Event Coordinator\* This individual must be on site throughout the entire event KATHY PETERSON
  6. Service Location 7700 MISSION ROAD
  7. Total Number of persons Estimated 10,000 OVER COURSE OF EVENT

8. **Liability Insurance Information - City ordinance requires that an applicant for an alcoholic beverage waiver have liability insurance in the minimum amount of \$500,000 bodily injury and \$100,000 property damage. In addition to the information provided below, the applicant must present to the City a verification of insurance from the carrier.**

Does your organization have liability insurance?       Yes       No

Carrier Name \_\_\_\_\_ Policy Number \_\_\_\_\_

Amounts Insured / Bodily Injury \_\_\_\_\_ Property \_\_\_\_\_

Events Insured PRAIRIE VILLAGE JAZZ FESTIVAL - CITY OF PRAIRIE VILLAGE NAMED AS AN ADDITIONAL INSURED

9. I hereby give my consent and agree to release, indemnify and hold harmless the City of Prairie Village, Kansas and its' officials and representatives from any claims arising out of injury to individuals or loss of property during the above stated event. \_\_\_\_\_

*Alan J. Goff*      OWNER 8/11/11  
 Signature of applicant      Title/Date

**Application for this Alcoholic Beverage Waiver is:**

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_

\_\_\_\_\_  
 Mayor – Ronald L. Shaffer      City Clerk - Joyce Hagen Mundy  
 \_\_\_\_\_  
 Date      Date

Additional information or requirements set forth by Governing Body as a provision for approval of this permit.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





**MAYOR**

**Council Meeting Date: August 15, 2011**

**Consent Agenda: Consider Proclamation proclaiming September 1, 2011 as Lancer Day and August 19, 2011 as Shawnee Mission Medical Center ASK-A-NURSE Day**

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**RECOMMENDATION**

Recommend the City Council authorize the Mayor to execute a proclamation proclaiming September 1, 2011 as Lancer Day and August 19, 2011 as Shawnee Mission Medical Center ASK-A-NURSE Day

**BACKGROUND**

Shawnee Mission East High School celebrates Lancer Day every year.

Shawnee Mission Medical Center's ASK-A-NURSE program celebrates 25 years of providing 24-hour, confidential care to the region.

**ATTACHMENT**

Proclamations

**PREPARED BY**

Jeanne Koontz, Deputy City Clerk  
Date: August 12, 2011

# CITY OF PRAIRIE VILLAGE

**WHEREAS**, a closer relationship between the citizens and associates of our excellent educational facility, Shawnee Mission East, is desired, we, hereby decree: That the City of Prairie Village, Kansas will be changed to Lancer Village, Kansas for the duration of one day – said day to be designated as LANCER DAY; and

**WHEREAS**, to properly note the occasion, blue, black and white will become the official colors and Lancer Village will be decorated with such colors; further those loyal to the cause will wear the previously designated colors to so note their allegiance; and

**WHEREAS**, such a momentous occasion should be duly celebrated, a parade beginning at 2:00 p.m. on the appointed day will proceed from LANCER HIGH SCHOOL (Shawnee Mission East) by way of LANCER AVENUE (Mission Road) to the parking area in front of the clock tower in LANCER VILLAGE (Prairie Village Shopping Center), where those assembled will be treated to a pep rally and addresses by dignitaries of the City and School; and

**WHEREAS**, Carolyn Welter, President of the Student Congress, will with this proclamation take over the duties of Honorary Mayor of Lancer Village.

**NOW, THEREFORE**, I, Ronald L. Shaffer, Mayor of the City of Prairie Village, do hereby proclaim Thursday, September 1, 2011 to be

## LANCER DAY

**IN WITNESS THEREOF**, I hereunto set my hand and cause the Seal of the City of Prairie Village, Kansas to be affixed this 1st day of September, 2011.

---

Mayor Ronald L. Shaffer

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City Clerk

---

Date

# CITY OF PRAIRIE VILLAGE **PROCLAMATION**

## *Shawnee Mission Medical Center ASK-A-NURSE Day*

*WHEREAS*, for decades, Shawnee Mission Medical Center has affirmed and upheld their vision to serve the Kansas City area as a beacon of wellness, hope, and healing by providing quality and compassionate care for each individual; and

*WHEREAS*, the Shawnee Mission Medical Center ASK-A-NURSE program was established on August 19, 1986 to provide 24-hour, confidential, reliable, and accurate information on health care, wellness classes, and physician referrals; and

*WHEREAS*, Shawnee Mission Medical Center's ASK-A-NURSE is one of the three original AAN centers nationwide, and over the past 25 years has served as an example to hundreds of other programs, setting the standard by providing high-quality health care information throughout the community; and

*WHEREAS*, ASK-A-NURSE has impacted countless lives by not only educating and assisting individuals during times of uncertainty, but also by providing comfort and reassurance no matter the time of day or night; and,

*WHEREAS*, as an outcome of innumerable ASK-A-NURSE calls, many lives have been saved through the quick and knowledgeable responses provided by ASK-A-NURSE nurses, who accurately assess information provided by callers and direct them to appropriate services, including emergency services; and

*WHEREAS*, ASK-A-NURSE's friendly, helpful, and professional nursing staff, with an average of 22 years of nursing experience, exemplify the values of the Shawnee Mission Medical Center community by respecting each individual caller, providing exceptional service to all who seek their assistance, striving for excellence through on-going training, upholding the trust of the community through their high ethical standards and honesty, and through their stewardship of resources, assuring their presence as an integral part of our community for years to come,

*NOW, THEREFORE, BE IT RESOLVED* that I, Ronald L. Shaffer, Mayor of the City of Prairie Village, Kansas, on behalf of its citizens, do hereby proclaim August 19, 2011 as

## **Shawnee Mission Medical Center ASK-A-NURSE Day**

and congratulate and thank them for 25 years of excellence in health care information and dedicated service to our community.

*IN WITNESS WHEREOF*, I have here unto set my hand and caused the Seal of the City of Prairie Village, Kansas to be affixed this 15th day of August 2011.

---

Mayor Ronald L. Shaffer

Date



## PRAIRIE VILLAGE JAZZ FEST COMMITTEE

Council Meeting Date: August 15, 2011  
CONSENT AGENDA

### Consider contracts for JazzFest

---

#### RECOMMENDATION

Recommend the City Council approve the following contracts for the 2011 Prairie Village JazzFest contingent upon review and approval by the City Attorney:

SHAY ESTES & Trio ALL  
SECT Theater Supplies  
ButterFluffPopcorn

#### BACKGROUND

Due to visa issues, the Dolyna Jazz Band will not be able to perform at the 2011 Prairie Village Jazz Festival. Shay Estes has agreed to perform in their place and her contract is attached. Also attached is an additional vendor as we have received an agreement for the kettlecorn guy to return as one of our vendors and the contract from SECT Theater Supplies for the on-site generator and lighting for the event.

#### FINANCIAL IMPACT

Funding is available to cover the cost of these contracts. Execution of these contracts will commit \$3,122.25. With the commitment of these expenses, the JazzFest account will have a balance \$9,000.24 with additional committed sponsorships of approximately \$5000 outstanding.

#### ATTACHMENTS

Contracts

#### PREPARED BY

Joyce Hagen Mundy  
City Clerk

Date: August 12, 2011

## PERFORMANCE CONTRACT

The agreement made this \_\_\_ day of \_\_\_\_\_, 2011, between SHAY ESTES & Trio ALL (hereinafter referred to as "artist") and The Prairie Village Jazz Festival (hereinafter referred to as "purchaser") is mutually agreed upon by both parties as follows:

1. PLACE OF ENGAGEMENT: Prairie Village, Kansas – Harmon Park
2. DATE OF ENGAGEMENT: September 10, 2011
3. HOURS OF ENGAGEMENT 2:45 pm TO 3:35 pm
4. FULL PRICE AGREED UPON: \$1200 (One Thousand Two Hundred Dollars), to be paid by the purchaser to artist no later than immediately prior to engagement. All payments shall be paid by cash or acceptable check. Checks shall be made out to Shay Estes. If scheduled payments are not made on time, artist has the right to cancel this agreement and purchaser shall be liable to artist solely for the compensation provided herein.
5. PURCHASER to provide artist with the following space and equipment for engagement: 20' x 12' covered stage. Stage must be covered, shaded, level and dry. Two three pronged electrical outlets. Backline equipment including a 4 piece drum set with stands, a tuned acoustic piano, bass amp and guitar amp. In the event that this gear cannot be furnished, the artist will supply their own gear.

Purchaser:

Artist:

---

City of Prairie Village  
Mayor Ron Shaffer

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Shay Estes  
SHAY ESTES & Trio ALL

## Concert Performance Contract

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011 this agreement is entered into by and between City of Prairie Village (Presenter) and the Shay Este and Trio ALL.

PERSENER AND PERFORMER agree to the following conditions:

1. **Date and Time of Performance:** Saturday, September 10, 2010 at approximately 2:45pm to 3:35pm
2. **Duration of Performance:** 50 minutes
3. **Personnel:** \_\_\_\_\_
4. **Compensation:** \$1200 for above listed personnel.
5. **Payment:** A payment of \$1200 shall be paid to the PERFORMER upon fully executed contract on evening of performance. All payments shall be made payable to Shay Estes.
6. **Cancellation:** The event will be held rain or shine and the PERFORMER(S) will be expected to perform as agreed.
7. **Promotion:** PERFORMER agrees to help promote the performance through all of its marketing efforts including direct mail, print advertising, radio and website. Performer agrees to one appearance on a radio interview show of the Presenter's choice.
8. **Sound Check:** PRESENER will allow PERFORMER appropriate opportunity to perform a sound check before the concert.
9. **Insurance:** PRESENER shall carry all necessary liability insurance in connection to the event and, to the extent permitted by law, shall hold PERFORMER harmless of any claims, liabilities or losses resulting from any accident, loss or injury in connection with the event, unless such claims, liabilities or losses result from the negligence or willful misconduct of the performer.
10. **Execution of Contract:** In order to retain musicians, PERSENER agrees to sign and return this contract.
11. **Technical rider:** Specific sound, lighting and stage requirements shall be described in a separate addendum to this contract.

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

\_\_\_\_\_  
Shay Estes  
Shay Estes & Trio ALL

# S.E.C.T. THEATER SUPPLIES

1214 WEST 8TH  
KANSAS CITY MO.  
64101

## PROPOSAL

**August 12, 2011**

TO: P.V. JAZZ FESTIVAL

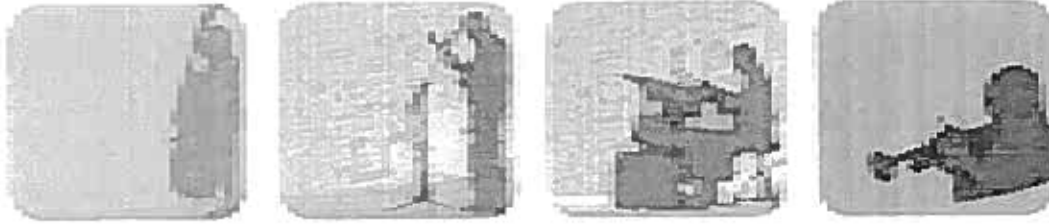
1	GENERATOR STAGE	\$170.00	FOR 8 HOURS	LAST YEAR WE WENT OVER 8 HOURS WHICH DOUBLED THE PRICE	\$340.00
1	GENERATOR VENDORS	\$170.00	FOR 8 HOURS	LAST YEAR WE WENT OVER 8 HOURS WHICH DOUBLED THE PRICE	\$340.00
2	GROUND RODS	\$12.00	FOR EACH		\$24.00
2	DELIVERY	\$80.00	FOR EACH		\$160.00
2	PICK-UP	\$80.00	FOR EACH		\$160.00
3	LIGHTS FOR EXITS	\$125.00	FOR EACH	3 HMI W/STANDS	\$375.00
1	DISTRO A	\$55.00	FOR EACH		\$55.00
1	DISTRO B	\$55.00	FOR EACH		\$55.00
1	DISTRO C	\$55.00	FOR EACH		\$55.00
15'	FEEDER SET 5 WIRE WELDING	\$35.00	FOR EACH		\$35.00
150'	FEEDER SET 5 WIRE WELDING	\$199.50	FOR EACH		\$199.50
75'	FEEDER SET 5 WIRE WELDING	\$99.75	FOR EACH		\$99.75
250'	CABLE 60A 5 WIRE	\$166.25	FOR EACH		\$166.25
700'	CABLE 30A 5 WIRE	\$232.75	FOR EACH		\$232.75
5	220 ADAPTORS	\$15.00	FOR EACH		\$75.00
8	BREAK OUT	\$10.00	FOR EACH		\$80.00
10	EDISON'S	\$5.00	FOR EACH		\$50.00
8	TENT LIGHTS	\$12.50	FOR EACH		\$120.00
12	MAN HOURS LABOR IN	\$30.00			\$360.00
8	MAN HOURS LABOR OUT	\$30.00			\$240.00
				DISCOUNT	(\$1,600.00)
					<b>\$1,622.25</b>
10	STAND BY ELECTRICIAN	\$45.00			\$450.00
				DISCOUNT	(\$150.00)
				<b>IF DESIRED</b>	<b>\$300.00</b>

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.

FOR ORGANIZATION

FOR S.E.C.T. THEATER SUPPLIES INC.

DATE



## VENDOR AGREEMENT

THIS VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City of Prairie Village, Kansas (hereinafter "the City") and BUTTER FLUFF POPCORN, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled JazzFest, for the general public which is to be held on September 10, 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:

*10x10 TENT*

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

*SALE OF POPCORN*

3. Hours of Operation: The Vendor shall provide services to the general public from 3 p.m. through 9 p.m. on September 10, 2011.

4. Access to Facilities:

- a. Vendor shall have access to Vendor's location for set-up and breakdown on Saturday, September 10<sup>th</sup> from 10 a.m. to 1:00 p.m.. Vendor's vehicle(s) must be removed from the JazzFest 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 all 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 the Agreement. Any amendments to Exhibit A must be approved by the



City in writing, prior to execution of this Agreement and Vendor shall attach said 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.

5. Compensation: In consideration for the approval to sell merchandise, the City shall receive 20% of the gross sales of the Vendor. (See Exhibit B)
6. 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 JazzFest and at the conclusion of business and conclusion of the JazzFest. 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.
7. Indemnity:
  - a. The Vendor agrees to defend, indemnify and hold harmless the City and its agents and employees from and against any and 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 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 JazzFest premises, including, but not limited to, those items left in and around Vendor's location during and after the hours of operation and at the conclusion of the JazzFest. 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 combined 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 policies shall be provided to City on or before August 19, 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 JazzFest.
- 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 JazzFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
- d. The Vendor shall be responsible for the removal of trash from his operation and surrounding his booth.


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

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

CITY OF PRAIRIE VILLAGE

VENDOR

By \_\_\_\_\_  
Name

By  \_\_\_\_\_  
Name

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**COUNCIL COMMITTEE OF THE WHOLE**  
**August 1, 2011**

The Council Committee of the Whole met on Monday, August 1, 2011 at 6:00 p.m. The meeting was called to order by Council President Dale Beckerman with the following members present: Al Herrera, Ruth Hopkins, Steve Noll, Michael Kelly, Charles Clark, Diana Ewy Sharp, David Belz and Mayor Shaffer. David Morrison 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; Chris Engel, Assistant to the City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

**COU2011-37 Consider Purchase of Equipment for Accessibility Improvements to City Swimming Pools**

Bruce McNabb reported on September 15, 2010 the U. S. Department of Justice (DOJ) published revised final guidelines implementing the Americans with Disabilities Act (ADA). One area of application for these guidelines is public aquatic facilities, such as the City's Aquatic Complex. There are specific requirements about the number of handicapped access points to swimming and diving pools based on the size of the pools. According to these guidelines, the City must add the additional access points by March 15, 2012.

City staff has reviewed the guidelines and related information. Improvements are necessary at two pools: two additional access points are needed at the lap pool and one additional access point is needed at the diving pool. After looking at various alternatives staff thinks that chair lifts are the best option at each additional access point. Photos of the proposed equipment were presented. Mr. McNabb noted different equipment models are needed at each pool.

City staff received telephone bids from three different suppliers. The lowest quote is from Spectrum Products of Missoula, MT with a total cost of \$21,630. Staff proposes to install this equipment this fall after the pool closes for the season. The 2011 City Budget includes a project for Americans with Disabilities Act (ADA) Compliance in the CIP. The current balance of funding for this project is \$ 66,933.00

Ruth Hopkins made the following motion, which was seconded by Michael Kelly and passed unanimously:

**MOVE THE GOVERNING BODY APPROVE THE PURCHASE OF EQUIPMENT TO ADD THREE ADDITIONAL ACCESS TO CITY POOLS FROM SPECTRUM PRODUCTS OF MISSOULA, MONTANA AT A COST OF \$21,630 WITH FUNDING FROM THE CIP BUDGET FOR ADA COMPLIANCE.**

**COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

**\*COU2011-38 Consider Construction Contract with Linaweaver Construction, Inc. for Projects 190894 - 2011 Cambridge Street Improvements and 190661 - Weltner Park 2011 Improvement Project**

Keith Bredehoeft reviewed the scope of these two projects with the committee. The Cambridge Street Improvements relocate Cambridge Street to the west allowing for the realigning of the Booth, Cambridge, and 79th Intersection. The Weltner Park Improvements follow the recommendations of the Parks Master Plan and include a play area, new shelter, concrete path and additional parking.

On July 22, 2011, the City Clerk opened bids for this project. The following eight bids were received:

Linaweaver Construction, Inc.	\$820,211.00
Mega Industries Corporation	\$863,046.30
Freeman Concrete Construction	\$863,667.85
Miles Excavating	\$882,518.19
McAnany Construction, Inc.	\$891,088.88
Orr Wyatt Streetscapes	\$903,447.15
J.M. Fahey Construction	\$995,000.00
Pyramid Excavation and Const.	\$1,078,480.20
Engineer's Estimate	\$910,380.50

Mr. Bredehoeft noted the contract recommendation of \$827,311.00 includes two bid alternates for the park project. One alternate, costing \$4,000.00, is the installation of a decorative fence along the west side of the play area creating a defined separation from Cambridge Street. The other alternate, costing \$3,100.00, adds two pole lights in the play area. Both items increase safety at the park. Staff is recommending they be included.

The Engineer has reviewed all bids and verified references for Linaweaver Construction Inc. The bid for the combined project is \$90,169.50 or 10% below the engineer's estimate which reflects a continued very good bid environment.

This project combines two City projects, the Cambridge Street Project and the Weltner Park Improvement Project. Funding for these two projects is from separate sources. Cambridge Street is funded using the 2010 Bond Funds while Weltner Park is funded using 2011 Park CIP funds. The construction costs based on the low bid and the funding levels are shown below for each project.

	<u>Funding</u>	<u>Cost based on low bid</u>
Cambridge Street	\$680,000	\$511,627.50
Weltner Park	\$250,000	\$308,587.30

- Keith Bredehoeft presented three options to address the funding shortfall for Weltner Park:
1. Utilize City Contingency to cover the additional costs. The recommended amount would be \$85,000.00 which would cover the construction costs with the two bid alternates, construction inspection, and allow \$10,000 for contingency during construction.
  2. Transfer \$85,000.00 from Parks CIP and delay trail project from Porter Park to the Village Shops.
  3. Remove elements from the park project such as perimeter ledge stone,

landscaping, and column wraps for the shelter to complete the project within budget.

Staff recommended Option 1. Mr. Bredehoeft noted the project will be completed this fall with Cambridge Street to be open to traffic by October 1, 2011 with the final completion of the entire project by November 1, 2011. Cambridge Street will be closed during construction so traffic in the area will be detoured during construction. A resident traffic control meeting is tentatively scheduled for August 9, 2011 from 5:00PM to 7:00PM in the Community Center. Cambridge Street won't be closed until after this meeting is held.

Funding is available under Project 190894 for the Cambridge Street Improvements. Funding is available under Project 190661 for the Weltner Street Improvements with \$85,000 transferred to this account from City Contingency.

Diana Ewy Sharp asked Quinn Bennion for the balance of the contingency fund. Mr. Bennion responded there is currently a balance of \$500,000; however, there has been committed the following expenditures from the fund: \$23,000 for new emergency sirens and \$479,000 for the geothermal project. The geothermal expenditure is a temporary transfer of funds that will be returned to the contingency fund once bonds are issued. Staff is comfortable with the transfer of \$85,000 for this project.

David Belz doubted the entire \$479,000 for the geothermal project would not be required before October 1<sup>st</sup>. Mr. Bennion noted there are two additional funding sources for the project that will be used for the initial expenditures on this project.

Diana Ewy Sharp confirmed that staff is comfortable with Linaweaver Construction as the contractor. Mr. Bredehoeft responded he had worked with them previously and the City of Leawood gave them positive references for the recent street work they did.

Charles Clark noted that it is routine for contractors to bid on street projects, but it is not as common for park projects. He feels this impacted the higher bid for the park portion and does not feel the project costs will come in as high as the bid.

Steve Noll asked what impact option 2 would have. Diana Ewy Sharp responded this would delay the project to an unknown time when funding was available. Dale Beckerman added the current funding is from the unused KDOT grant match that was budgeted but not used when the grant was not awarded.

Charles Clark made the following motion which was seconded by David Belz and passed by a vote of 7 to 1 with Ruth Hopkins voting "nay".

**MOVE THE GOVERNING BODY AUTHORIZE THE MAYOR TO EXECUTE THE CONSTRUCTION CONTRACT WITH LINAWEAVER CONSTRUCTION, INC. IN THE AMOUNT OF \$827,311 AND APPROVE THE TRANSFER OF \$85,000 TO PROJECT 190661: WELTNER PARK 2011 IMPROVEMENT PROJECT FROM THE CITY CONTINGENCY FUND**

**COUNCIL ACTION TAKEN  
08/01/2011**

**\*COU2011-39 Consider Construction Administration Agreement for Project 190894 - 2011 Cambridge Street Improvements, Project 190661 - Weltner Park 2011 Improvement Project and Project 190880 - Nall Avenue 75<sup>th</sup> to 79<sup>th</sup> (CARS) Project with Transystems**

Keith Bredehoeft noted that TranSystems is our current consultant performing inspection duties for our Bond project and therefore the City proposes to use them for these projects as well and have negotiated a contract to inspect these additional projects.

This contract allows for \$10,000 to be used for Weltner Park inspection. City inspectors will perform some of the inspection duties for the Weltner Park Project. The remainder of the contract is for the Cambridge Street project and the Nall Avenue project. The fee is approximately 9% of construction costs for those two projects.

These contracts are cost not to exceed contracts so we will only be billed to the amounts necessary to complete the work. Mr. Bredehoeft noted that funding is available in the CIP projects 190894, 190661, and 190880.

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

**MOVE THE GOVERNING BODY APPROVE THE CONSTRUCTION ADMINISTRATION AGREEMENT WITH TRANSYSTEMS FOR PROJECT 109894: 2011 CAMBRIDGE STREET IMPROVEMENTS, PROJECT 190661: WELTNER PARK 2011 IMPROVEMENT PROJECT AND PROJECT 190990: NALL AVENUE 75<sup>TH</sup> TO 79<sup>TH</sup> (CARS) PROJECT.**

**COUNCIL ACTION TAKEN  
08/01/2011**

### **Discussion on City Election Cycle**

City Attorney Katie Logan noted that during 2012 budget discussions she was asked to investigate the procedure for changing the election of councilmember's from the current cycle of April of even numbered years to April of odd numbered years. The reason for this change is that the statutory election cycle for municipal and certain other local officials is odd numbered years and accordingly Johnson County does not charge the City for general elections held in odd numbered years.

Ms Logan stated cities have home rule authority to change their election cycles to even number years as Prairie Village did by Charter Ordinance No. 14 approved in 1990. However, since this cycle deviates from the statutory cycle, Johnson County charges the city for general elections held in even numbered years. She noted, the County charges the City for primary elections if there are no other local primary elections required in the odd year cycle.

The City incurred the following costs for recent even year elections: 2006 - \$25,125; 2008

- \$15,229 and 2010 - \$30,069.

Under its Home Rule Authority, by Charter Ordinance, the City may revert to the odd year cycle. It was noted the City of Shawnee did this in 2009. This change would result in the Mayoral election occurring the same election cycle as half of the City Council.

Ms Logan noted for this change to be accomplished the terms of council members elected in the next two even years (2012 and 2014) would be shortened to 3 years (i.e. those elected in 2012 would expire in 2015 and those elected in 2014 would expire in 2017). After that, the terms of office would thereafter revert to 4 years.

Dale Beckerman asked what the chances were of the County choosing to charge for these elections in the future. Quinn Bennion responded that if they did, the costs would be shared with several other entities holding elections such as the school district, community college and water district.

Ruth Hopkins noted the change was made to allow a councilman to seek election for Mayor without giving up their council seat. Mayor Shaffer noted this would only impact half of the Council. He added the term length was increased from 2 years to 4 years at the same time.

Steve Noll stated he did not support changing the election cycle for cost savings reasons, noting the savings was less than a third of the increase just approved by the Council to add new amenities to Weltner Park.

Michael Kelly favored the change if the larger election would get more voters to the polls.

David Belz felt making the change for cost savings was merited. Ruth Hopkins questioned if it was fair to the six council members who would not be able to run for Mayor without giving up their council seat. Mr. Belz noted that was a consideration each person would need to make.

The City Clerk noted that in discussions on this issue in 1990 one of the concerns expressed was that the City elections would be overshadowed by elections for other larger jurisdictions.

Katie Logan noted this is a discussion item and that no action is necessary at this time.

Charles Clark expressed concern with the low voter turnout and felt that if holding the election at a time when there were more issues on the ballot would get more voters, he would be supportive.

Diana Ewy Sharp asked if all council terms could expire at the same time. Katie Logan stated it would be possible and noted under that scenario the individuals with the two highest vote counts would be elected and noted it would also impact primary elections.

Michael Kelly questioned the need for 12 council members for a city the size of Prairie Village.

Katie Logan said she could continue to investigate ways to address the concerns raised. Quinn Bennion stated the item would be returned on a future committee agenda.

Councilman David Morrison arrived.

## **STAFF REPORTS**

### **Public Safety**

- Captain Wes Lovett reported on the upcoming “Paws in the Pool” event planned by the Community Service Officers for the day following Labor Day from 5 to 7 p.m.

Quinn Bennion noted that this event was approved by staff and was not taken to the Parks & Recreation Committee due to timing and the committee doesn’t meet until September. There will be some costs to the City for hiring lifeguards. Al Herrera noted that previously this was not allowed because of potential damage to the pool filter system. Bruce McNabb responded at the end of the season the filters are cleaned and removed. He is ok with the event occurring after the pool closes. Several Council members supported the event and felt staff approval was appropriate.

### **Public Works**

- Bruce McNabb reported the projects at Nall 63<sup>rd</sup> to 67<sup>th</sup> Street and at Somerset are nearly finished. He shared an e-mail received from a resident complimenting the City on the Somerset improvements.
- Public Works crews are focusing on work near school facilities to ensure their completion prior to the start of school.

Steve Noll asked about recent water main breaks. Mr. McNabb responded they have been a greater problem this year with the high temperatures. His staff is tracking breaks and making sure they are appropriately repaired when they are in city right-of-way.

### **Administration**

- Katie Logan reported that oral arguments will be heard on the Morrison vs. City of Prairie Village lawsuit appealing the ruling on the charter ordinance on September 20<sup>th</sup> at 2:30 p.m. in the federal district building in Kansas City, Kansas. The opinion should be issued by the end of the year.
- Chris Engel reported the pool numbers are very strong reflecting an increase of approximately 2% over last year.
- The emergency sirens have been received and should be installed next week at the northwest corner of the pool and on 83<sup>rd</sup> Street on the north side between Commerce Bank and Arby’s.
- The geothermal installation is going well with approximately 2.5 wells completed per day.
- Lisa Santa Maria presented the second quarter financial report to the committee. She noted the report would be available to the public on the city’s website.
- Work continues on the bond issue. Staff hopes the bond issuance will be completed before any downgrading of bond ratings from the financial concerns in Washington.
- Quinn Bennion reported city staff has selected a phone vendor for the new phone system. The agreement for purchase will come before the Council Committee on August 15<sup>th</sup> with Council action on September 6<sup>th</sup>.



### **Finance Committee Report**

David Belz reported the Finance Committee met to discuss refunding scenarios with the City's Bond Counsel and Financial Advisor. The committee agreed that option 3 as described in the Finance Committee minutes was the preferred refunding option. The primary advantage of this option is the immediate availability of \$3.6 million for street project and would also include \$500,000 in funding for the geothermal project.

Lisa Santa Maria clarified that option 3 adds \$4.1 million in new debt. Quinn Bennion noted that city staff is working with bond counsel and Columbia Capital to prepare the necessary documents for the bond issuance. At the next Council meeting, the Council will need to amend the main trafficway ordinance. The actual bond sale will take place at the first meeting in October.

### **Environment/Recycle Committee**

Ruth Hopkins reported the committee would like to participate in a Recycling Challenge issued by MARC. MARC staff is coordinating a competition for glass recycling for the month of November. Mrs. Hopkins noted that Prairie Village hosts the current top glass recycling bin at Corinth and as such Prairie Village is being asked to issue the challenge. Committee members agreed to participate and Mayor Shaffer stated he would gladly issue the challenge.

Michael Kelly asked if the Environment/Recycle Committee had discussed asking for LEED certification for projects within the City. Mrs. Hopkins stated the committee has done some investigation on certification and she would discuss the issue with the committee. Mr. Kelly stated he felt this would be a good time to pursue requiring LEED certification.

### **JazzFest Committee**

Steve Noll reported the vendor contracts are on the consent agenda for approval, fundraising continues and plans for the 2012 Prairie Village Jazz Festival are moving along well.

### **Mayor's Report**

Mayor Shaffer reported he attended the following events representing the City:

- Ribbon cutting for the Urban Table restaurant on August 1<sup>st</sup> at 4 pm
- Telephone conference call with Congressman Yoder and other area mayors regarding the economic issues under consideration in Washington.

### **ADJOURNMENT**

With no further business to come before the Council Committee of the Whole, Council President Dale Beckerman adjourned the meeting at 7:15 p.m.

Dale Beckerman  
Council President

# MAYOR'S ANNOUNCEMENTS

August 15, 2011

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

Arts Council	08/17/2011	7:00 p.m.
Environmental Committee	08/24/2011	7:00 p.m.
JazzFest Committee	08/25/2011	7:00 p.m.
Council Committee of the Whole (Tuesday)	09/06/2011	6:00 p.m.
City Council (Tuesday)	09/06/2011	7:30 p.m.

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The Prairie Village Arts Council is pleased to announce a photography exhibit by Cortney Christensen in the R. G. Endres Gallery for the month of August.

Lancer Day will be September 1, 2011. The parade will be held at 2:00 p.m.

The City offices will be closed on Monday, September 5<sup>th</sup> in observance of the Labor Day holiday. Deffenbaugh also observes this holiday so trash and recycling will be delayed one day.

Reduced hours at the pool begin today, it will open at 4:30 p.m. on weekdays.

The pool closes for the season at 6:00 p.m. on Monday, September 5<sup>th</sup>.

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

**INFORMATIONAL ITEMS**  
**August 15, 2011**

1. Planning Commision Minutes - July 5, 2011
2. VillageFest Committee Minutes - June 23, 2011
3. Tree Board Minutes - August 3, 2011
4. Jazz Fest Committee Minutes - July 14, 2011
5. Mark Your Calendars

**PLANNING COMMISSION MINUTES**  
**July 5, 2011**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, July 5, 2011, in the Multi-Purpose Room of City Hall, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Marlene Nagel 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 (arrived after City Council meeting); Keith Bredehoeft, representing Public Works; Jim Brown, City Building Official and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

**APPROVAL OF MINUTES**

Nancy Vennard moved for the approval of the minutes of June 6, 2011 with the revision to the last sentence on page 13 to read as follows: "Randy Kronblad asked if there were models that would allow the building to move closer to the intersection and thus NOT require a full drive-thru around the entire building.". The motion was seconded by Bob Lindeblad and passed by a vote of 4 to 0.

**PUBLIC HEARINGS**

Chairman Ken Vaughn noted the published public hearing and reviewed the procedures to be followed.

**PC2011-05      Request for Conditional Use Permit to install a SAI/VRAD Equipment Box at 8301 Delmar Lane**

Chris Carroll, representing AT&T, requested approval of a Conditional Use Permit for the installation of a SAI/VRAD utility box at 8301 Delmar Lane. He noted AT&T's U-verse product has been very successful and continues to grow. The new SAI/VRAD box is being installed to help AT&T keep up with the increased demand for services. This is another facility being installed to implement AT&T's new plan which is called "Project Light Speed." This will enable AT&T to broadcast high quality images and video programming over telephone lines.

Mr. Carroll stated the new box will provide service for an additional 300 households in Prairie Village in the area which is generally bounded by 79<sup>th</sup> Street on the north, Roe Avenue on the west, 87<sup>th</sup> Street on the south, and Somerset Drive on the east.. An informational neighborhood meeting was held on June 15<sup>th</sup> with no one attending. AT&T staff were unable to meet with the property owner, but contacted the property

owner at 8301 Delmar earlier and explained their plan and how they would screen the utility box. The owner did not object to the proposed plan. Mr. Carroll noted the proposed box is located in an existing utility easement and will be surrounded by a fence and not be visible to the property owner nor to traffic from 83<sup>rd</sup> Street.

Ron Williamson stated the proposed box has a footprint of approximately 49" wide" x 46 deep or 15.7 sq. ft. a height of 50" and set on a 6' x 7' (42 sq. ft.) concrete pad. He noted this is a new design for AT&T utility boxes used in Prairie Village. In past applications, the SAI and VRAD were in separate utility boxes while this proposal combines them in one utility box. The Ordinance requires that utility boxes having a footprint greater than 12 sq. ft. in area; a pad great than 32 sq. ft. or a height of more than 54" must be approved as a conditional use prior to installation.

The proposed utility box will be located within an existing easement in the northeast corner of the residential lot. The area is currently fenced and AT&T will install a similar fence on the interior side of the installation to screen it from the residence. A gate will be installed on the 83<sup>rd</sup> Street side for access. The landscape plan shows stone pavers to access the enclosure, but grass pavers would be a better choice for maintenance as well as appearance. There would be less identification of the installation by using grass pavers. The driveway on the east side is access to the garage for the residence that faces Somerset Drive.

Chairman Ken Vaughn opened the public hearing to comment

Eric Hansen, 8301 Delmar, asked who would be responsible for maintenance of the fence. Mr. Carroll responded the fence would be painted to match Mr. Hansen's existing fence and would be maintained by AT&T.

Ken Vaughn asked about the maintenance of landscaping. Mr. Carroll responded as the box is surrounded by fence for screening that no landscaping is being proposed for additional screening. Mr. Carroll stated they have reviewed the staff conditions for approval and are in agreement with them.

Chairman Ken Vaughn closed the public hearing at 7:07 p.m.

The Planning Commission reviewed the following factors:

1. The proposed conditional use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations, and use limitations.

The proposed SAI/VRAD utility box exceeds the maximum size that can be permitted by Staff; therefore, the applicant is required to obtain Conditional Use Permit approval from the Planning Commission.

2. The proposed conditional use at the specified location will not adversely affect the welfare or convenience of the public.

The utility equipment box will not adversely affect the welfare or convenience of the public, but will actually benefit the public because they will improve electronic communications to households in Prairie Village.

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

The proposed SAI/VRAD utility box will be located within an existing fenced area that is within an existing 20 foot wide utility easement. A screening fence will be installed to benefit the dwelling on the lot and the installation will not be very noticeable from 83<sup>rd</sup> Street. Therefore it should not cause substantial injury to the value of property in the neighborhood.

4. **The location and size of the conditional 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 given access to it, are such that the conditional 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 conditional use will so dominate the immediate neighborhood, consideration should be given to:**
  - a. **The location, size, nature and height of buildings, structures, walls, and fences on the site; and**
  - b. **The nature and extent of landscaping and screening on the site.**

The proposed SAI/VRAD utility box is approximately 49" wide x 46" deep x 50" high. The pad is 6' x 7' or 42 sq. ft. in area.

The size of this use is not such that it would dominate the neighborhood or hinder development. The neighborhood is totally developed residentially to the east, west, south and north and this use is being installed in an existing utility easement. The location should be able to accommodate the installation compatibly without it being a problem for the other properties in the neighborhood, provided the fence and gate are installed to the satisfaction of the neighbors. Since this area will be fenced to screen the view, landscaping is not required.

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

The only parking that will be required for this use is what will be needed while construction and installation are occurring, and then periodic operation and maintenance calls. There is no need to provide permanent off-street parking for this use. Parking for maintenance calls probably will occur on Delmar Lane south of 83<sup>rd</sup> Street.

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

This is a new installation and power source is close by in the utility easement. There is not a need for additional utilities, drainage, or other facilities.

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.

There will not be a need for access roads or entrance and exit drives because all the parking will be temporary for maintenance and be accommodated on Delmar Lane south of 83<sup>rd</sup> Street.

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

The proposed use does not utilize any hazardous or toxic materials and does not generate any obnoxious odors or unnecessarily intrusive noises.

Nancy Vennard moved the Planning Commission find favorably on the required findings and approve PC2011-05 granting a Conditional Use Permit to allow installation of the SAI/VRAD utility box Street right-of-way subject to the following conditions:

1. That the applicant install the screening fence and gate with installation of the utility box and that it be built and painted similar to the existing fence. The fence and gate detail shall be submitted to Staff for review and approval of its compatibility with the existing fence.
2. That the applicant properly protect the existing trees during construction so they are not damaged or destroyed.
3. That the access from 83<sup>rd</sup> Street be changed from stone pavers to grass pavers.
4. That the Conditional Use be approved for an indefinite period of time.
5. That should the utility box become obsolete and not functional, it shall be removed from the site within six months and the site shall be restored to its original condition.
6. That the applicant submits a final drawing to Staff that includes the grass pavers, fence detail and gate detail.
7. That the applicant shall maintain the gate and the fence surrounding the utility box.

The motion was seconded by Marlene Nagel and passed by a vote of 4 to 0.

**PC2011-04      Request for Conditional Use Permit for Drive-Thru Pharmacy Window  
8200 Mission Road**

Jeff Berg, Lane4, noted they received staff comments on Friday and spent the weekend making revisions to address them. The following changes were made in response to staff comments: 1) the size of the proposed signage was reduced from 60 square feet to 50 square feet in compliance with City code; 2) a wooden cedar beams have been placed on the north and west elevations connecting the wood rafter tail plugs to provide depth; 3) the stone base and cast stone band have been reduced from 60" to 36"; 4) a stone base has been added to the windows and the windows have been redesigned with the first 7 feet using the opaque glass and the remaining window using regular clear window material; 5) walkway between CVS and the center has been heavily landscaped

6) the gate to the trash area does not face the center and they have enclosed the trash compactor in the trash area; 7) the stone wall on the corner has been removed and they plan to retain as many of the existing trees as possible. Mr. Grassa stated they plan to submit plans for the rest of the center at the August 2<sup>nd</sup> or the September meeting.

Nancy Vennard noted the transformer located on the northwest corner. Brian Grassa stated the exterior location was required by the utility company. Mrs. Vennard asked if there should be a slow-down lane on Somerset prior to the entrance area. Mr. Grassa responded the traffic study that was conducted did not indicate one was necessary since the driveway was being relocated farther away from the proposed building.

Keith Bredehoeft reviewed the comments made by the City's traffic engineer regarding the plan noting that traffic volumes are significantly lower on Somerset than on Mission Road and although a turn lane would be beneficial, it is not required.

Bob Lindeblad expressed concern with the proposed planters around the arcade noting that they were not pedestrian friendly for people getting out of their vehicles. Brian Grassa noted he would prefer not to have them but felt that they were a good way to break the massive parking area and were visibly pleasing. Alan Mackey, landscape architect, noted that brick pavers between the planters provide a walkway for pedestrians to cross. Mr. Lindeblad stated he did not feel they were practical and made access from curbside parking difficult.

Ron Williamson stated staff feels they are necessary to break-up the large hard surface area. Dennis Enslinger added staff felt the elements were needed as integrating elements for the entire center.

Bob Lindeblad questioned the lack of bumper blocks. Mr. Grassa responded that the length of the sidewalk has been extended by 2' to eliminate the need for bumpers. He added there are three extensive landscape areas proposed and the planters could be replaced with pavers.

Dennis Enslinger noted an island area could be created in one of the parking spaces. Mr. Grassa stated they were opposed to doing so because it would reduce the number of parking spaces available to CVS and the felt they have already reduced the number of parking spaces directly available to CVS more than what they would like..

Nancy Vennard asked that additional destination landscaping be added to the center where traffic would enter the center from Somerset.

Bob Lindeblad asked what the reasons were for the proposed diagonal parking. Mr. Grassa responded diagonal parking is proposed to address safety concerns with individuals backing out and to provide a wider driveway.

Paul Miller added the proposed islands will help direct traffic flow and prevent free-flow driving through the center parking area and cut-through traffic.



Bob Lindeblad stated he feels traffic from Somerset will increase and he would like to see the roadway wider. Mr. Lindeblad asked why the wall was removed from the corner. Mr. Grassa responded the removal of the wall will allow for more landscaping and noted the large brick wall monument sign identifying the center remains in that corner. Dennis Enslinger added the location would need to be in compliance with sight triangle distance requirement and will probably need to be moved back from the intersection. He also noted that the lifespan of the mature trees in the area is probably limited to a year or so because of the affects of construction. Bob Lindeblad stated he would like to see a tree preservation plan for the trees. Alan Mackey stated they will take every measure to protect the trees during the construction period, but there are no guarantees. Mr. Grassa stated they would submit a written tree preservation plan.

Nancy Vennard stated she still has a problem with the roof area, noting she prefers a peaked roof. She noted the changes to the windows are an improvement. Three material options were presented for the lower opaque windows with the Commission selecting the option with a middle level of shading. It was noted that there would be a fake wall behind the glass surface and preventing shadows from the merchandise inside.

Chairman Ken Vaughn opened the hearing to comments from the public.

Charles Schollenberger, 79<sup>th</sup> & Mission, acknowledged that the plans have come a long way from the initial presentation and noted he appreciates the work of both the developers and the staff in securing the revisions. His primary objection is the use of the non-clear windows in the entire building. He also noted the number of windows in the building is minimal for the size of the structure, which he feels is too large for this location. He noted there is no other building on this site that does not have real windows. Real windows will let light in and allow people to look inside and outside.

Gene Bockelman, 5216 West 80th Street, stated he recently reviewed the plans submitted for the CVS building as a long-time resident of Prairie Village, former Planning Commission member and licensed architect. He presented drawings reflecting the proposed revisions that he would like to have considered. These included elevation changes removing the standing seam metal roof on the canopy with a roof that matches the primary roof, the use of automatic sliding doors for customer entrance and exit, add a canopy over the service entry with a roof to match the south elevation. Mr. Bockelman proposed relocating the "pick-up Window on the north wall toward the west end. He would like to see the wall recessed approximately two feet to accommodate the pilasters for the roof and have room for the columns in the driveway. This would allow a larger turning radius around the curve going south and allow traffic to go straight ahead to Somerset Drive.

Mr. Bockelman would also like to see more incorporation of today's energy saving technology. He believes the entrance and exit at Somerset on the north side is too tight and complex with the diagonal parking on both sides. He would replace the diagonal

parking on the east side with parallel parking to allow for a sidewalk and additional room for landscaping. Mr. Bockelman expressed concern with the proposed plaza areas obstructing sight lines for both vehicular and pedestrian traffic.

Chairman Ken Vaughn closed the public hearing at 8:05 p.m.

Ron Williamson stated staff had reviewed the revised elevations submitted earlier in the day. They do not feel the wooden beam on the side of the wall for the north and east elevations provides a sufficient means to break the flat façade of the building. This is a large massive area on a major street. On the south elevation staff would like to see more stone on the west end to provide balance. Brian Grassa responded the elevations do not reflect the landscaping that will be placed along the building that will also serve to break-up the large façade of the building. He added the proposed design is Lane4's vision for the future of the center.

It was noted that the proposed 8' trail along Somerset will be a challenge for the proposed landscaping.

Ken Vaughn asked if a lighting standard had been prepared. Jeff Berg responded that Lane4 is currently working on that. He noted two lighting fixtures have been ordered that will be tested at the Urban Table. Mr. Vaughn continued that he does not have any problem with the lack of masonry and likes the cedar beam on the north wall. He likes the proposed planters and noted they are also proposed at other locations in the center. He feels they add an element of interest.

Brian Grassa stated they would be happy to remove the three foot planters and work with staff on other options.

The Planning Commission reviewed the following findings of fact for the requested conditional use permit:

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

The proposed drive-thru window complies with the zoning regulations.

2. **The proposed conditional use at the specified location will not adversely affect the welfare or convenience of the public.**

The proposed drive-thru will be on the north side of the building adjacent to Somerset Drive and will not adversely affect the welfare or convenience of the public.

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

The proposed drugstore will be located in the northeast corner of Corinth Square Shopping Center. There is a service station on the north side of Somerset Drive and a bank on the east side of Mission Road. This is a change from one business use to

another within a shopping center and it will not cause substantial injury to the value of the other property in the area.

4. The location and size of the conditional 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 given access to it, are such that the conditional 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 conditional use will so dominate the immediate neighborhood, consideration should be given to:

- 
- a. The location, size, nature and height of buildings, structures, walls and fences on the site; and
  - b. The nature and extent of landscaping and screening on the site.

The proposed building is 11,945 sq. ft. with 71 parking spaces. The building is one story with its highest point approximately 22' at the top of the parapet wall. This is a large building and it will dominate the area, but it should not hinder future development. A significant amount of the existing mature landscape will be removed as a result of this project; however, the applicant has proposed extensive landscaping along Mission Road and Somerset Drive to mitigate the visual impact of the drive-thru. The details of the landscape plan will be addressed in the site plan approval.

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

The square footage is increasing from 8,522 sq. ft. (Tippins) to 11,945 sq. ft. (CVS). This is an increase of 3,423 sq. ft. of building which at 3.5 spaces per 1,000 sq. ft. of building will require 12 additional parking spaces. Corinth Center provides 1,238 parking spaces which exceeds the required parking of 1,094 and has more than ample parking to meet the needs of this increase in area.

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

This is a redevelopment project, utilities are already available at the site. Drainage will be discussed under the site plan, but more area will be impervious on the proposed plan so there will be more stormwater runoff.

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 existing access off Somerset Drive will be moved approximately 125' to the west where it will be offset approximately 28' from the Intrust Bank driveway on the north side of Somerset Drive. The north south drive from Somerset Drive to 83<sup>rd</sup> Street will no longer be in direct alignment. Both the existing accesses from Mission Road will be closed and a new access will be created off Mission Road in the middle of the center. One access off Mission Road should benefit the Mission Road traffic and provide less confusion within the center. The proposed drive-thru will not adversely impact external

traffic on Somerset Drive and Mission Road. The relocation of the accesses to the center should improve internal traffic circulation.

The applicant has also prepared an Internal Traffic Circulation and Walk ability Study in order to evaluate internal impacts that might occur as a result of the change in access points on Mission Road and Somerset Drive. The plans have been adjusted in order to accommodate traffic movements. The primary concern was turning movements for delivery trucks and fire trucks.

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

There should not be any hazardous materials or obnoxious odors associated with this project. There could, however, be some noise associated with the use, primarily cars. This might be mitigated by landscaping and the construction of a screening wall.

Bob Lindeblad moved the Planning Commission find favorably on the required findings for the pharmacy drive-thru and approve a Conditional Use Permit for the drive-thru lanes subject to the following conditions:

1. That the Conditional Use Permit approval is contingent upon approval of the site plan. If the site plan is not approved by the Planning Commission, the Conditional Use Permit shall be null and void.
2. That the Conditional Use Permit shall terminate when the use of the site for a drugstore terminates.

The motion was seconded by Marlene Nagel and passed by a vote of 4 to 0.

**PC2011-108 Request for Site Plan Approval - CVS**

Bob Lindeblad stated he agreed with Mr. Williamson that the proposed angled parking would provide a wider driveway. He also agreed the proposed islands/curbs will help direct traffic flow as well as discouraging internal cross-traffic .

Brian Grassa confirmed that they will change the pavers to match other pavers in the center. He noted the building design has come a long way and noted many of the issues raised are issues throughout the country. He stated they would construct a sample wall section for visual testing of the building materials before construction. The stone is being customized to match the existing stone in the center. Nancy Vennard noted she liked the contrast shown on the elevation drawings.

The Planning Commission reviewed the following site plan criteria:

**A. The site is capable of accommodating the buildings, parking area, and drives for the appropriate open space and landscape.**

The proposed site is 63,409 square feet or 1.46 acres. The footprint of the proposed building is 11,945 square feet compared to the existing Tippin's building which is 8,522 square feet. The floor area ratio (FAR) is 0.19 where Village Vision recommends 0.70

FAR for the proposed redevelopment. The current FAR of the Center is 0.34. The site could accommodate more intense development than what is being proposed.

As a part of the CVS development, the Center is proposing to close the two access points on Mission Road and create a new access approximately half way between 83<sup>rd</sup> Street and Somerset Drive. As a result of these changes, the parking lot has been reconfigured and additional landscaping has been added. In considering the Site Plan for CVS Pharmacy the Planning Commission will also be approving the changes in the parking lot that are outside of the CVS site. Additional islands have been added along with trees which will help breakup the vast pavement areas. This is a start in bringing the parking lots up to an acceptable condition and reinvesting in the aesthetics of the Center. Pedestrian access between Johnny's and the Center has also been added.

The revised landscape plan proposes to save more of the mature trees at the intersection of Somerset Drive and Mission Road plan. The plaza area has been removed and the pedestrian access to the Center is further south in line with the entrance to the drugstore. The sidewalk along Mission Road is being relocated to allow approximately 5 feet of greenspace between the curb and the sidewalk. Several of the street trees will be removed and replaced as a result of this. The proposed street trees along Somerset Drive are ornamentals and should be shade trees. The landscape plan will need to be submitted to the Tree Board for approval.

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

The property is currently served with all utilities and the proposed improvements will not create the demand for additional utilities. No additional needs are contemplated for water and sewer services.

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

The existing site contains 45,000 sq. ft. of impervious area while the proposed CVS plan contains 53,021 sq. ft. of impervious area. Therefore, the CVS site plan will have approximately 8,021 sq. ft. more impervious area. The applicant has proposed to accommodate the additional runoff by installing a 2,700 cubic foot underground detention system. Public Works is currently reviewing the storm water management report to determine the adequacy of the proposed detention.

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

The existing access off Somerset Drive will be moved approximately 125 feet to the west where it will be offset approximately 28' from the Intrust Bank driveway on the north side of Somerset Drive. The north-south drive from Somerset Drive to 83<sup>rd</sup> Street will no longer be a direct alignment. The north access from Mission Road will be closed along with the access just north of Johnny's and a new access will be created off Mission Road in the middle of the Center. One access off Mission Road should benefit the Mission Road traffic and provide less confusion within the Center.

The applicant has also prepared an Internal Traffic Circulation and Walk ability Study in order to evaluate internal impacts that might occur as a result of the change in access points on Mission Road and Somerset Drive. The plans have been adjusted in order to

accommodate traffic movements. The primary concern was turning movements for delivery trucks and fire trucks. Also angle parking has been incorporated along the entrance from Somerset Drive.

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

The revised plan has addressed many of the concerns raised in the initial submission. Pedestrian access between Mission Road and CVS and CVS and the main center has been improved. Although pervious area has been lost, landscaping has been intensified to improve the aesthetics of the site. The enlargement of the crosswalk at the southwest corner of the store to a small plaza should help tie CVS to the rest of the Center. The inclusion of a bike rack is also a good improvement.

The Plaza/Arcade Enlargement detail drawing shows bumper blocks in the parking spaces that are in front of the store. These are placed to prevent car overhangs from damaging the landscape in the canopy area. Bumper blocks are a maintenance problem and a better solution would be to simply extend the curb.

All the landscape beds in the canopy area are proposed to be the same size, 2 feet wide by 10.5 feet in length. There are opportunities to vary the width of these landscape beds to create more interest and relieve the monotony.

The plan is still a suburban pad layout, but efforts have been made to incorporate it into the Center.

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

The proposed building is 137 feet east-west and 90 feet north-south, not including the 10 foot canopies on the east and south sides, which is a large building based on Prairie Village standards. It is 22 feet tall and it will have a significant impact on the appearance of the corner and the Center. It is likely that this building will appear out of scale with the rest of the Center until the Center is renovated to match this design. The building will be stone and stucco with a glazed cast stone to cap the stucco walls. The roof will be clay tile with the exception of the entrance roof which will be a zinc standing seam roof. It is not noted on the plans but the stone should be similar to that used throughout the Center.

The north elevation faces Somerset Drive and the stucco portion needs additional treatment to make it more aesthetically appealing. The stucco portion of the wall between the stone and the drive through canopy is over 60 feet in length. Something more than the wood rafter tail plugs is needed to breakup this wall mass. The applicant submitted a new elevation incorporating a wood beam connect the tail plugs.

The west elevation also needs some additional architectural treatment on the stucco façade. This elevation faces the rest of the Center and also is adjacent to the main entrance from Somerset Drive. The store cladding should extend the length of the parapet wall. The roof was removed over the compactor area because it apparently is

not needed with the vertical compactor. The applicant submitted a new elevation incorporating a wood beam connect the tail plugs.

There was considerable discussion regarding the windows at the last meeting. One change that would help would be a 12" to 18" stone base so that the windows do not extend to the ground. It appears from the drawings that the top row of windows is tinted. It would seem that those windows should let light inside. The applicant submitted revised drawings including a stone base under the windows and redesigning the window detail.

The stone base and cast stone band proposed are too high on the buildings. It is five feet from the ground to the top of the cast stone band which is not in scale with pedestrian activity. The top of the cast stone band has been reduced to 36 inches in height in order to be in scale with pedestrians. The applicant submitted revised drawings reducing the cast stone band to 36" in height.

The proposed signage has been revised but the CVS/pharmacy signs are not dimensioned and need to be in order to calculate the square footage. The CVS letters scale to about 2.75 feet in height and the sign is 22.25 feet in length. The maximum signage permitted by the ordinance is 50 sq. ft. and these signs appear to be over 60 sq. ft. in area. Also the color of the letters needs to be specified. The window graphics have been removed and the number of directional signs has been reduced to one. "DO NOT ENTER" sign on the exit side of the drive-thru. The signage has been revised to meet the ordinance and the applicant stated the signs will be dark bronze rather than the traditional red used by CVS..

The external lighting will need to be in compliance with the outdoor lighting ordinance and the applicant will need to submit a lighting plan to Staff from review and approval.

A detailed plan needs to be submitted for the new Corinth Center sign that is dimensioned and shows the size of the letters, the wall height, the wall location, materials, lighting, etc.

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

As previously pointed out, there is a Chapter in Village Vision devoted to the redevelopment of Corinth Square and this site plan is not in accordance with the long range goals, objectives and recommendations set out in that document. The applicant needs to submit a plan amendment that addresses the interim redevelopment of the Center.

Nancy Vennard moved the Planning Commission find favorably on the site plan criteria and approve the site plan and elevations submitted July 5, 2011 for CVS at 8200 Mission Road subject to the following conditions:

1. That the landscape plan be submitted to the Tree board for review and approval prior to installation.

2. That the applicant implements the stormwater management plan as approved by Public Works.
3. That the bumper blocks be removed from the south and east sides and the sidewalk and curb be extended around the building.
4. That the stone used on the façade be similar to that used in the rest of the Center and samples be submitted to Staff for review and approval prior to installation.
5. That an outdoor lighting plan be submitted in accordance with the outdoor lighting ordinance for review and approval by staff.
6. That a detailed drawing be submitted for the new Corinth Center sign that is dimensioned and shows the lettering, location, wall height, lighting, etc. for approval by Staff.
7. That a detailed drawing with dimensions be submitted for the wall signs in a dark bronze color. The wall signs cannot exceed 50 square feet in area. The drawings shall be submitted to Staff for review and approval prior to obtaining a permit. New sign standards for Corinth Center also need to be prepared and submitted to the Planning Commission for approval prior to issuing the building permit.
8. That the applicant revise all drawings based on the conditions approved and submit three copies of the final drawings to Staff prior to obtaining a building permit.
9. That the off-site improvements as presented on the plans be constructed simultaneously with the CVS Project.
10. That a tree preservation plan for the trees at Somerset and Mission Road be submitted with construction plans for review and approval by Staff.

The motion was seconded by Bob Lindeblad and passed by a vote of 4 to 0.

Nancy Vennard moved that the offsite improvements as proposed by Lane4 for the area outside the CVS site be approved for implementation as submitted subject to the approval of the landscape plan by the Tree Board. The motion was seconded by Marlene Nagel and passed by a vote of 4 to 0.

#### **NON-PUBLIC HEARINGS**

**PC2011-110 Request for Building Line Modification  
5301 West 67<sup>th</sup> Street**

Tim McCray addressed the Commission on behalf of Craig and Ann Patterson, 5301 West 67<sup>th</sup> Street, to request a front building setback line modification from 50 feet to 44



feet 3 inches for the construction of a garage. Due to health reasons, Mr. Patterson requires a chair lift to be placed in the garage area requiring an addition to the garage. The proposed location of the garage is also impacted by large mature trees near this historic home.

Staff reported this lot is located on the south side of West 67<sup>th</sup> Street adjacent to the Nall Avenue Baptist Church. The existing garage which is currently located within the 50' setback will be removed and replaced with an additional 35 square feet will be added to the west of the existing garage footprint. The new garage will not encroach any further into the platted setback than the existing garage. This property is zoned R-1a which by code requires a 30 foot front setback, so the garage addition will be in compliance with City codes.

It was noted that the Commission has approved similar front yard setbacks. The residence to the immediate east faces 67<sup>th</sup> Street and is set back a distance greater than 50 feet.

The Commission reviewed the following criteria for approval:

**1. That there are special circumstance or conditions affecting the property;**  
The proposed garage will not encroach any further into the platted setback than the existing garage and the proposed garage would still meet the front yard setback of 30 feet in the zoning regulations although the platted setback along 67<sup>th</sup> Street is 50 feet.

**2. The building line modification is necessary for reasonable and acceptable development of the property in question;**  
This is a proposed addition to an existing home, rather than a teardown/rebuild and the applicant's request to expand the garage to the west is reasonable given the existing garage location and site limitations.

**3. That the granting of the building line modification will not be detrimental to the public welfare or injurious to or adversely affect adjacent property or other property in the vicinity in which the particular property is situated;**  
No adjacent owners have indicated any objections. The proposed improvement will not be detrimental to the public at large but will be an improvement that adds value to the community. The proposed expansion would not create any site distance problems for the adjacent properties.

Bob Lindeblad moved the Planning Commission find favorably on the factors and approve the requested front yard building setback modification from 50 feet to 44 feet 3 inches for the proposed garage on shown on the submitted site plan dated 5/31/2011. The motion was seconded by Marlene Nagel and passed by a vote of 4 to 0.

**PC2011-110 Request for Building Line Modification  
5301 West 67<sup>th</sup> Street**

John Schutt, addressed the Commission on behalf of John Hansen, 8300 Delmar Lane, to request a side building setback line modification from 50 feet to 45 feet for the addition of a one-and-a-half bay garage on the southwest corner of the house. The property owner is adding the garage to provide a sound barrier from the traffic on 83<sup>rd</sup> Street, while creating a courtyard area and securing additional storage space for restored collector vehicles. The applicant stated that they will protect the evergreen trees along 83<sup>rd</sup> Street as this was a condition of approval of the Homes Association.

Staff noted the property is zoned R-1a which requires a side yard setback of 15 feet, so the garage addition will be in compliance with City codes. The Commission has approved similar side yard setbacks. The residence to the immediate west faces Fontana and also has a side yard facing 83<sup>rd</sup> Street. A neighborhood informational meeting was held on June 22<sup>nd</sup> with no one attending.

The Commission reviewed the following criteria for approval:

**1. That there are special circumstance or conditions affecting the property;**

This is the most logical direction that can accommodate a garage expansion while meeting the side yard setback of 15 feet required by ordinance. The platted setback is 50 feet. The Town and Country Homes Association has approved this and similar requests in the past.

**2. The building line modification is necessary for reasonable and acceptable development of the property in question;**

This is a proposed expansion of an existing home, home, rather than a teardown/rebuild and the applicant's request to expand the garage to the north is reasonable given the existing garage location and site limitations.

**3. That the granting of the building line modification will not be detrimental to the public welfare or injurious to or adversely affect adjacent property or other property in the vicinity in which the particular property is situated;**

No adjacent owners have indicated any objections. The proposed improvement will not be detrimental to the public at large but will be an improvement that adds value to the community. The proposed expansion would not create any site distance problems at the intersection since it will setback just over 45 feet from 83<sup>rd</sup> Street and in excess of 150 feet from Delmar.

Marlene Nagel moved the Planning Commission find favorably on the factors and approve the requested side yard building setback modification from 50 feet to 45 feet for the proposed area of expansion, as shown on the site plan submitted, subject to the condition that the mature evergreen trees adjacent to 83<sup>rd</sup> Street be protected during construction and verification of the Homes Association approval is submitted. The motion was seconded by Bob Lindeblad and passed by a vote of 4 to 0.

**PC2011-111 Request for Site Plan Approval  
8200 Mission Road**

Adam Stern with Gould Evans appeared before the Commission on behalf of Shawnee Mission School District seeking site plan approval for several additions it is proposing plus internal remodeling to prepare for the increased enrollment. Current enrollment is 494 students and it is anticipated enrollment will increase to 756 students in the fall. The proposed expansion will allow the student to accommodate 1000 students. The school district is anticipating an increase to 850 within the next ten years. Other site changes include relocating the tennis courts and creating a new parking area on the east side along Mission Road.

The external additions include the following:

1. A new gymnasium on the northwest corner where the two tennis courts are located.
2. New stairwell for the west wing.
3. Expansion of the library on the southeast corner.
4. Expansion of the administration area and multi-purpose room on east side.
5. Two new tennis courts will be built south of the new gym.
6. A new 13 space parking area will be created east of the existing bus loading area.

In addition to the external improvements, a significant amount of internal remodeling and renovation will also occur. The total estimated cost of the proposed improvements is approximately nine million dollars and construction is expected to last two years.

Mr. Stern state a neighborhood meeting was held on June 16, 2011 in accordance with the Planning Commission Citizen Participation Policy. Eight interested citizens attended and the concerns expressed primarily dealt with traffic, parking, storm drainage and construction scheduling. A detailed summary of the meeting was submitted to the City.

Mr. Stern reviewed the site plan, landscape plan and building elevations with the Commission. Additional landscaping will be added along the drive and by the multi-purpose area addition. A retention area is being added by the new gym. They will be repeating the existing building materials in the additions with red clay masonry and the same windows. However, they will probably be incorporating a different building material for the new gymnasium and will work with staff on its selection

Mr. Stern reported that they will not be able to use the windows that have been incorporated into other schools for the new gymnasium because it will also have a stage and will need to be darkened at times for presentations.

Ken Vaughn expressed concern with the amount of parking available for special events.

Nancy Vennard noted there will be pedestrian conflicts between the new parking lot and crossing the bus lanes. Mr. Stern replied this area will be used only for bus traffic - no

parent drop-off or pick-up. Drop-off and pick-up for parents will be in the south lot accessed from Delmar.

Chris White, with the Shawnee Mission School District, stated they are developing plans to address traffic. He noted there will be three separate drop-off locations - the bus only area, regular drop-off area on the south side and special student drop-off area on the north. District and administrative staff are working in conjunction with the police department to address traffic concerns. He acknowledged the first weeks of school will be difficult, but with police and community assistance it will get better. He noted that student pick-up creates more problems than the drop-off as the parents will arrive early and wait for the students creating bottlenecks. For special event parking the district is hoping to work out arrangements to use Village Church and Homestead Country Club for parking. Busing will be provided between the lots and the school if needed.

Adam Stern stated the School District is only concerned with the staff recommendation to require two bays of angled parking as a condition of approval. The other conditions they are in agreement to work with staff to meet.

Ron Williamson noted the current parking count on the site is 107 spaces and this will be reduced to 102 by the expansion. Considering the growth and expansion staff would like to see the five additional parking spaces retained. Dennis Enslinger noted the parking requirements per City code are based on the number of classrooms for schools and not the number of students and staff. The code requirement for parking is very low for schools.

Ken Vaughn noted that he would like to see some three dimensional elements added to the building façade on the large walls.

Bob Lindeblad asked Chris White to comment on the parking issue. Mr. White responded the issue is simply one of money. There is \$9 million budgeted for this project and they are already over budget. The cost to add in additional parking will require a cut to programming. The same level of programming is offered at all middle schools in the district. He stated he would like to see additional parking, the school administration would like to see additional parking, but the district staff will not approve cuts in programming or additional funds.

Chris White asked if it would be acceptable for the site to be designed with the additional parking and noted that it could be bid as an alternate and if bids came in so funding was available that would be great. He stated if they had funds to add the spaces they would do so.

Staff stated they were comfortable to have the site plan designed to include additional parking and that parking shown on the site plan. They were not concerned if it was not constructed immediately,

The Planning Commission reviewed the following site plan criteria:

**A. The site is capable of accommodating the buildings, parking area, and drives for the appropriate open space and landscape.**

The site is approximately 17 acres which is small for a middle school based on today's standards. The site also has a significant area along Delmar Street that is unusable because of drainage. The site, however, is adequate to accommodate the additions proposed. There will be 102 parking spaces on the site with the proposed improvements. The parking requirement for the school when the renovation is complete will be 92 spaces which is 10 less than what is being provided. Currently there are 107 spaces and with parking being critical at this facility, additional spaces should be added to the new east parking lot so that no parking spaces are lost as a part of this project.

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

The property is currently served with all utilities and the proposed improvements should not create the demand for additional utilities. No additional needs are contemplated for water and sewer services.

**C. The plan provides for adequate management of storm water runoff.**

The applicant has prepared a storm drainage master plan and has proposed to construct a bio-retention basin north of the relocated tennis courts to handle the additional runoff created by the proposed improvements. Public Works is reviewing the storm with drainage plan to determine whether it will be adequate.

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

Traffic circulation in the area is a major concern at this time. The increase in the number of students will exacerbate the traffic problems. Bus traffic will continue at the front drive, but parallel parking will be removed to allow for two bus stacking lanes in the drive.

A new parking lot will be created east of the bus drive to accommodate the parking space that will be removed. The traffic plan shows that the traffic will be one way running from north to south. Some design changes need to be made to this lot to prevent traffic movements that will cause problems. The entrance to the lot from the north needs to be narrowed. This can be done by extending the island further north and east. The exit on the south also needs to be narrowed and redesigned so that traffic does not try to make a right hand turn when exiting. Angle parking would be better than perpendicular parking for traffic circulation. Because parking is critical at this school and five spaces will be lost as a result of this project, consideration should be given to building a double loaded bay.

A sidewalk is being added from the parking area east of the library to the south parking lot. A sidewalk exists on the north side of the south parking lot and it needs to be extended west and south to connect to the sidewalk on Delmar Street.

Keith Bredehoeft with the Public Works Department stated the proposed circulation patterns for the site are acceptable.

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

The location of the proposed improvements work well with the existing development of the site. The applicant has attempted to retain as much of the existing vegetation on the property as possible and to supplement it with new plantings. The overall plan appears to be adequate and is consistent with good planning and site engineering design principles. The details of the storm water management plan need to be worked out and the pedestrian connection needs to be built. The plans have not addressed outdoor lighting and, if outdoor lighting will be added or changed, it will need to conform to the City's new outdoor lighting regulation.

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

The proposed elevations indicate that generally the design of the new improvements will be compatible with the existing buildings on the site. For the most part, the architect has proposed to use similar materials and colors on the new construction as was used on the original building. There are large facades on the north and south elevations that are blank and need some design treatment to break up the mass. The west wall of the new gymnasium is proposed to be silver metal panels. There are many residences to the west that face this elevation and a different material needs to be used that will be more compatible aesthetically with the existing structure. That facade also will need some design relief to break up the mass of the wall.

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

One of the goals of the Village Vision is to support a high quality educational environment for the residents of Prairie Village which includes investment and upgrading of facilities. The proposed project is very consistent with the Comprehensive Plan.

Marlene Nagel moved the Planning Commission find favorably and approve the site plan dated June 3, 2011 for Indian Hills Middle Schools subject to the following conditions:

1. That the applicant meet with Johnson County Wastewater to address the sanitary sewer issue.
2. That the applicant work with Public Works for approval of the storm water management plan.
3. That the new parking lot on the east be redesigned narrowing the entrance and exit and include two bays of angle parking. The west bay of parking will be constructed with this project and the east will be built when funds become available.
4. That a sidewalk be constructed between the north side of the south parking lot and Delmar Street.
5. That the large facades on the north and south elevations be redesigned to break up the mass of the walls and a revised plan be submitted for Staff review and approval.
6. That the silver metal panels proposed for west elevation of the new gymnasium be changed to a material that is more compatible with the neighborhood and be

designed to break up the large blank façade and a revised plan be submitted for Staff review and approval.

7. That an outdoor lighting plan be submitted in accordance with Section 19.34.050 Outdoor Lighting of the Zoning Ordinance if applicable.
8. That the landscape plan be submitted to the Tree Board for review and approval prior to installation.

The motion was seconded by Nancy Vennard and passed by a vote of 4 to 0.

#### **PC2010-111 Approval of Sign Standards - HyVee Center 7600 State Line Road**

Ron Williamson noted at its regular meeting on November 2, 2010, the Planning Commission approved the installation of two monument signs for State Line Village subject to the condition that the shopping center update the sign standards that were originally approved January 3, 1992 prior to obtaining a building permit for the monument signs. The Planning Commission approved signage for Noodles and Company and the second monument sign that were not addressed by the existing sign standards. There currently is one sign that is not in accordance with the sign standards or the sign ordinance. The Blockbuster sign on the south façade is a panel or box sign and it needs to be removed.

Ross Jensen appeared on behalf of Hy-Vee but had no comments regarding the recommendations. He would like staff assistance in finalizing the document.

The following are specific comments regarding the sign standards:

The proposed sign standards have been pasted together to show revisions. Upon approval of the final standards by the Planning Commission the document needs to be retyped in its entirety and submitted to Staff for final review and approval.

#### ***Section 1.03 Fascia Signs Section (C)***

In the second sentence states "color for signs to be installed on brick veneer sign bands shall be off-white to match synthetic stucco." The Baskin Robbins sign is blue on the brick and does not comply with that standard. The standard should be consistent with the stucco sign band standard and "or approved color by landlord" added to the standards.

#### ***Section 1.07 Anchor Tent Signage***

Item (D) Tenant and Signage inside anchor tenant spaces needs to be revised as follows:

##### **(D) Sub-Tenant Signage**

Where one retail establishment (the "sub-tenant") leases space and conducts business within the "anchor tenant") but does not have an exterior business façade and an exterior door leading directly to the

sub-tenant space, one exterior wall sign may be permitted for the sub-tenant if the following conditions are met:

1. The sub-tenant's business establishment occupies at least 100 square feet of floor area, and is staffed and open for business during predetermined hours.
2. The primary tenant's business establishment occupies at least 25,000 square feet of floor area.
3. The sub-tenant's business is a separate legal entity from the primary tenant's business, as opposed to a department, division or subsidiary of the primary tenant's business.
4. Sub-tenant signage shall meet sections (A) and (B) of Section 1.03 and the color of the letters shall be approved by the landlord. Location of sub-tenant signage shall be as shown on Attachment "C". (Note: Attachment "C" needs to be updated and include sub-tenant signage locations.)
5. The total area for the combined tenant and sub-tenant signage does not exceed 5% of the area of the façade and in no event exceed 50 square feet in area.

Section 1.12 Gable signs should be changed to Section 1.09 and the remaining sections renumbered accordingly.

The original Attachments "A", "B", "C" and "D" are referred to in the text and need to be updated where necessary to be compatible with these design standards.

Ross Jensen with ACME Signs confirmed the revisions that need to be made to the original sign standards and for direction in securing the removal of the "Blockbuster" panel sign. He will need to contact the shopping center owners to get this done.

Marlene Nagel asked if the "Blockbuster" sign could remain as long as they are a tenant. Mr. Enslinger stated staff would like the sign down prior to issuing the new sign permits noting that they were not successful on a previous application when they did not required removal before issuing a permit.

Bob Lindeblad moved the Planning Commission approve the proposed revisions to the sign standards for the Hy-Vee Center as noted:

1. Revise Section 1.03 as noted.
2. Revise Section 1.07 as noted.
3. Renumber Sections 1.09 - 1.12 as noted.
4. Revise the Attachments A, B, C and D as appropriate.
5. Retype the entire set of standards including all revisions approved by the Planning Commission.
6. Removal of the Blockbuster panel sign.



7. Submit all revised documentation to Staff for review and approval and remove the Blockbuster panel sign prior to obtaining a building permit for the monument signs.

The motion was seconded by Marlene Nagel and passed by a vote of 4 to 0.

Mr. Jensen was directed to work with staff on the revisions and to submit the revised sign standards prior to receiving his sign permit.

## **OTHER BUSINESS**

### **Next Meeting**

The following applications have been submitted for consideration by the Planning Commission in July:

- Request for Site Plan Approval for an outdoor eating area & Signage for Johnny's
- Request for Site Plan Approval for the placement of additional antenna by AT&T on the city's cell tower.

Dennis Enslinger announced that the Council has directed staff to draft a limited moratorium on zoning changes for the school property. He stated the Mayor was meeting with representatives of RED on July 6<sup>th</sup> and staff was meeting with them later in the week. Staff is seeking cooperation in creating a unified redevelopment plan for the area.

## **ADJOURNMENT**

With no further business to come before the Planning Commission, Chairman Ken Vaughn adjourned the meeting at 9:30 p.m.

Ken Vaughn  
Chairman

## VILLAGEFEST COMMITTEE

### June 23, 2011 Minutes

The VillageFest Committee met June 23, 2011. Present and presiding, Marianne Noll. Members present: Diana Ewy Sharp, Doug Sharp, Bob Pisciotta, Toby Fritz, Ted Fritz, Art Dick, Joel Crown, Ed Roberts, Julie Weiss, Deke Rohrbach, Patty Jordan, Tony Lopez, Sgt. Byron Roberson, Bruce McNabb and Jeanne Koontz.

#### Minutes

Joel Crown moved approval of the minutes of the June 23, 2011 meeting. Toby Fritz seconded the motion which passed unanimously.

#### Budget Report

Marianne Noll reported that there is \$30,000 is revenue.

#### Staff Reports

##### A. Administration

Jeanne Koontz reported that Ryan King (Public Works) has a connection with the Richard Petty Driving Experience and can get a car for VillageFest. The committee agreed to move forward.

The Police Department will have two interop radios for the event.

##### B. Public Works

No report.

##### C. Police Department

Byron Roberson reported that staff participated in a walk through with the skydivers who will be landing at 9:45 am. The Police Department will have an additional two volunteers. Chris & Mark with Med-Act attended the meeting. Med-Act will have 3 people on site. The first aid station will be located at the Information Booth.

##### D. Fire Department

Tony Lopez said the props are secured and the Mayor will be rescued at 11:30 a.m.

#### Sub-Committee Chairperson Assignments

##### A. Decorations

The committee will set-up flags on Sunday night at 6 p.m.

##### B. Stage

No report.

##### C. Entertainment

Tim Schwartzkopf secured Karen Fuller with KCTV5 to be the emcee.

##### D. Sponsorship

No report.

##### E. Marketing, advertising and material design

The remaining 12 yard signs were distributed. More signs will be purchased for next year.

##### F. Creativity Center

Patty Jordan showcased the crafts.

**G. Patriotic Service**

The patriotic service schedule is ready and trivia questions are done. The boy scouts will do the presentation of the colors.

**H. Food**

Latte Land will be the coffee vendor for \$240.

**I. Hospitality**

No report.

**J. Volunteers**

The volunteer sign-up sheet was passed around. There are only a few slots still open.

**K. Children's Parade**

No report.

**L. Information Booth**

No report.

**M. Student Contest**

The committee judged the posters and picked three winners. Joel Crown will contact the winners.

**N. Community Spirit Award**

Diana Ewy Sharp reported that the judging panel met and selected 2 residents and 1 business.

**O. Bike Rodeo**

No report.

**P. Children's Fingerprinting**

No report.

**Q. Committee Shirts**

The committee shirts should arrive any day. An email will be sent out when they arrive.

**R. Committee Booths**

No report.

**Other**

Jeanne Koontz reported that she has not heard from Wacky Banana. Diana Ewy Sharp said she would try to contact them as well.

YMCA will have some hoops as well as play mats.

Joel Crown said the gator will be needed to transport people to the pancake breakfast.

The meeting adjourned at 7:35 pm.

Marianne Noll  
Chair

**TREE BOARD**  
**City of Prairie Village, Kansas**

**MINUTES**

**Wednesday, August 3, 2011**  
**Public Works Conference Room**  
**3535 Somerset Drive**

Board Members: Jack Lewis, Greg VanBooven, Deborah Nixon, Luci Mitchell

Other Attendees: Suzanne Lownes

The meeting was called to order at 6:30 p.m. with a quorum present.

**1) Review and Approve Minutes of May 4, 2011-** Jack Lewis noted that in section 5)B) he provided the recent history and not Art Kennedy as stated in the minutes; Motion by Jack Lewis to accept the minutes as revised, second by Deborah Nixon; **Approved unanimously**

**2) Fall Seminar:** The Board continued the discussion of the Champion Tree topic for the Fall Seminar. They want to bring an awareness of the Champion Trees. Luci Mitchell suggested a power point presentation of the trees and locations. She also suggested that a walking tour to look at the trees would be nice. Greg VanBooven and Jack Lewis stated that they would work on getting pictures taken for the power point. Luci Mitchell said that she would put the power point together. Suzanne Lownes stated that she had a list of previous Prairie Village Champion trees and pictures and that she would send them to Greg VanBooven and Jack Lewis to review for their project. Suzanne Lownes also suggested that she thought that the Fall Seminar would be a nice place to say a little something about the Prairie Village Arboretum, Deborah Nixon agreed to give an overview at the seminar. Suzanne Lownes confirmed that the Fall Seminar was scheduled for October 5, 2011 at 7:00pm in the City Council chamber. Jack Lewis suggested that invitations to the Fall Seminar be sent out to past Prairie Village Champions. Suzanne said she could put that together.

**3) Old Business:** There was no old business to discuss

**4) New Business:** Suzanne Lownes updated the committee that Andrew Gabbert had to resign from the Tree Board, that he and his family were moving out of Prairie Village. Suzanne Lownes said that there were no applications for volunteers on file and that she had placed an announcement on the City's website.

**5) Next Meeting:** The next meeting will be September 7, 2011 where Fall Seminar updates will be provided and final plans made.

There being no further business to come before the Tree Board, the meeting was adjourned at 7:00 p.m.

Minutes prepared by Suzanne Lownes

**Prairie Village JazzFest  
Committee Minutes  
July 14, 2011**

**Attending:** Kathy Peterson, Karen Ecton, Mary Ann Watkins, Erin Chappas, Walt Vernon, Steve Noll and Joyce Hagen Mundy. It was noted that several members had responded they would not be able to attend due to conflicts.

**Environmental Committee Visit**

Representatives from the committee were not present.

**Minutes**

The minutes of the June 9, 2011 minutes were approved as written.

**Volunteers**

Kathy reported that she has a list of the volunteers from last year's event and has additional people contact her at the Art Show and Villagefest stating they would like to volunteer to help with the event. She stated she needed a volunteer coordinator for the event or because of the number of volunteers that will be involved there could be two coordinators. She indicated that she has discussed this with Marilyn York and noted she has the materials and information from last year. Erin Chappas volunteered to be co-volunteer coordinator with Marilyn York.

**Fundraising and Sponsorship Updates**

The budget information distributed to the committee listed the sponsorships and donations that have already been received. She noted that Tutera has committed to a \$5000 sponsorship and Lane4 has committed to an on-going \$2000 sponsorship. She and Walt Vernon have made several contacts and will be following up on them in the weeks to come.

Hallmark will not be contributing but may advertise the event in their employee newsletter. Toon Shop will be handling the backline requirements for our musicians. Steve Noll stated he will follow-up with UMB on their potential sponsorship. Kathy contacted Hen House, but they wanted a specific request. It was suggested that they be asked to provide food for the hospitality area during the event.

Kathy has created a donation form that she will e-mail to committee members to use in procuring small donations to the festival. She encouraged the committee to give them to friends and businesses they deal with. The committee has also received donations from some of the homes associations. Approximately \$4000 has been raised in sponsorships and donations with another \$7250 committed.

**Silpada Jewelry Fundraiser**

Kathy stated she had been approached by Ginny Fiscella, Silpada rep, regarding holding a Silpada Jewelry fundraiser. The committee would receive a 30% commission

on sales and they would handle the set-up and distribution of the merchandise. The committee role would be sending out invitations to the party. Possible locations were discussed. The potential dates would be August 23<sup>rd</sup>, 25<sup>th</sup> or 30<sup>th</sup>. Kathy would get more information.

### **Beer Tasting Event**

Karen Ecton reported that she has talked with Pat Roberts at Johnny's who is interested in again holding this fundraising event. They are checking their schedule for possible dates including Saturday, August 13<sup>th</sup>, August 27<sup>th</sup> or September 3<sup>rd</sup>. Crawford would again be providing the beer for the event.

### **Budget**

An updated budget was presented to the committee. The entertainment has been secured within budget. The stage has been secured with funds remaining for the generators and related expenses. The only tent required at this point in time would be for Tutera. A new sponsor banner will need to be created. The event banners can be altered to reflect the new date.

MaryAnn is working on the JAM ad which will be placed inside the back cover. A new expense for the event will be the printing of programs. Possible printers were discussed and it was decided to seek bids on the entire printing needs for the event. The committee will again be securing volunteer T-shirts as well as T-shirts to sell at the event.

### **Contracts**

Joyce stated the entertainment contracts will go before the City Council for approval on July 18<sup>th</sup>. There is sufficient funding currently in the budget to cover the expenses incurred through the contracts. The Vendor contracts and the request for Waiver to allow for the sale of alcohol will go before the City Council on August 1, 2011.

### **Next Meeting**

The committee agreed to meet on Thursday, August 4<sup>th</sup> and Thursday, August 25<sup>th</sup> at 7 p.m. The meeting was adjourned at 8:30 p.m.

**Council Members  
Mark Your Calendars  
August 15, 2011**

<b>August 2011</b>	Cortney Christensen photography & watercolors exhibit in the R. G. Endres Gallery
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
<b>September 2011</b>	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
<b>October 2011</b>	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
<b>November 2011</b>	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
<b>December 2011</b>	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