

CITY OF PRAIRIE VILLAGE

December 1, 2014

Council Committee Meeting 6:00 p.m.

City Council Meeting 7:30 p.m.



COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
December 01, 2014
6:00 PM

AGENDA

ASHLEY WEAVER, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

- COU2014-43 Consider approval of revisions to the animal control ordinance and consider information regarding bee keeping
Chief Jordan & Dennis Patton, KSU Extension
- COU2014-50 Consider approval of Committee on Committees' recommendation and associated Council policies
- Discussion regarding definition of trucks in the municipal code
Kate Gunja & Sgt. James Carney
- Discussion regarding initiating a curbside textile recycling program
Quinn Bennion
- COU2014-49 Consider approval of Council Policy #29 to enable remote attendance at Council meetings

***Council Action Requested the same night**

CHAPTER II. ANIMAL CONTROL AND REGULATION

ARTICLE 1. GENERAL PROVISIONS

PURPOSE

The purpose of this chapter is to promote harmonious relationships in the interaction between man and animal by:

- (a) Protecting animals from improper use, abuse, neglect, exploitation, inhumane treatment and health hazards;
- (b) Delineating the responsibility of the animal's owner, keeper, or harbinger for the acts and behavior of his or her animal at all times;
- (c) Providing regulations that foster a reduced risk to residents from annoyance, intimidation, injury and health hazards by animals; and
- (d) Encouraging responsible pet ownership.

2-101 DEFINITIONS

- (a) Abandon includes the leaving of an animal by its owner or other person responsible for its care or custody without making effective provisions for its proper care.
- (b) Animal is any living creature, other than humans.
- (c) Animal Bite is any contact between an animal's mouth, teeth, or appendages and the skin of a bite victim that causes any visible puncture, scratch or break to the skin.
- (d) Animal Control Officer is a duly authorized person employed by the City who is charged with the duties of enforcing this chapter and/or related ordinances.
- (e) At-large is to be off the owner's property, except when the animal is taken off the owner's property on a leash, in a cage, or other conveyance.
- (f) City or "The City" is a reference to the City of Prairie Village, Kansas and its corporate limits.
- (g) Confined to the Premises applies to Chapter II regarding Dangerous Animals; Permits, Provisions and/or Requirements to Keep Dangerous Animal(s); AnimalBite Procedures; and/or Disease Control. When used in Chapter II, "Confined to the Premises" means confined or restricted either inside the residential structure of the owner, keeper or harbinger; or if outside the residential structure, confined or restricted to the backyard of the premises by being physically restrained on a chain or leash or within a suitable fence or other proper method of physical restraint from which the animal cannot escape.
- (h) Dangerous Animal shall include:
 - (1) Any animal, which is wild by nature and of a species which, due to size, vicious nature or other characteristics, would constitute a danger to human life, physical well-being, or property, including but not limited to lions, tigers, leopards, panthers, bears, wolves, wolf hybrids, apes, gorillas, monkeys of a species whose average adult weight is 20 pounds or more, foxes, elephants, alligators, crocodiles, and snakes which are poisonous or otherwise present a risk or

serious physical harm or death to human beings as a result of their nature or physical makeup, including all constrictors;

- (2) Any animal that is determined to be a dangerous animal by the Animal Control Officer or the Chief of Police. **Factors to be considered in this determination are: At the time of the bite or attack, did the person or domestic animal so bitten have permission to be on the property of the person who owns or harbors such animal? Does the animal have a known propensity, tendency or disposition to attack, cause injury to, or otherwise threaten the safety of human beings or domestic animals? Has the animal aggressively bitten, attacked, endangered, or inflicted severe injury on a human being on public or private property? Does the animal have any prior history of bites or attacks?**
 - (3) Any animal owned or harbored primarily or in part for the purpose of fighting, or any animal trained for fighting.
- (i) Domesticated Cat or Dog is a cat or dog that tends to possess reliability of temperament, tractability, docility, predictability and trainability, and has adapted to life among humans.
 - (j) Harborer is any person who provides food and shelter for any domesticated animal.
 - (k) Impound means taking any animal into the confinement, care, or custody of the City.
 - (l) Owner is the keeping or harboring of any animal referred to in this chapter. Any person keeping any animal in the City for three consecutive days shall be conclusively presumed to be the owner of such animal.
 - (m) Person is any natural person, association, firm, partnership, organization, or corporation.
 - (n) Service / Work Dog is any guide dog, signal dog or other dog that is individually trained to do and is doing the work of performing tasks for the benefit of an individual with a disability, or a dog that is utilized by law enforcement personnel.
 - (o) Vicious Bite is any unprovoked attack by any animal, which results in *serious physical injury or death to a human and/or other domestic animal* in which the attacking animal uses its teeth and/or claws.

(Ord. 1562 (part), 1985; Ord. 1677, ss2 (a), 3(d), 1988; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. I & II, 2009)

2-102 AUTHORITY TO DETERMINE AN ANIMAL TO BE DEEMED DANGEROUS

- (a) Where City records indicate a dog or cat has attacked or bitten any person and/or domestic animal without provocation, all known facts shall be considered in determining whether the dog or cat is a “dangerous animal”. The Animal Control Officer or the Chief of Police of the City shall have the authority to determine whether or not any animal in the City should be classified as a “dangerous animal.” Factors to consider in making this determination are: At the time of the bite or attack, did the person or domestic animal so bitten have permission to be on the property of the person who owns or harbors such dog or cat? **Does the cat or dog have a known propensity, tendency or disposition to attack, cause injury to, or otherwise threaten the safety of human beings or domestic animals? Has the cat or dog aggressively bitten, attacked, endangered, or**

inflicted severe injury on a human being on public or private property? Does the cat or dog have any prior history of bites or attacks?

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005)

- (b) A dog or cat that has been adjudicated by another governmental jurisdiction based on its behavior to be dangerous, vicious or a comparable designation shall not be relocated to Prairie Village. Animal Control will evaluate pending requests to ensure the designation was based on equivalent factors by definition.

The Animal Control Officer or the Chief of Police is authorized to permanently remove or euthanize animal(s) in cases of severe injury and/or viciousness. This measure is only allowed when the risk factors associated to unpredictability and aggressive behavior necessitates this decision to ensure public welfare is not endangered.

2-103 KEEPING OF LIVESTOCK, POULTRY, FOWL, AND FOWL BEES PROHIBITED

- (a) It shall be unlawful for any person to own, keep or harbor livestock, poultry, ~~or~~ fowl, or bees on any premises within the City and no special or temporary permit will be issued for these. For the purpose of this section, livestock, poultry, and fowl, and bees include, but are not limited to: cows, pigs, horses, donkeys, mules, sheep, goats, chickens, ducks, geese, guinea fowl, peacocks, pigeons, swans, bees, and those animals considered miniature or pygmy breeds, e.g., pot-bellied pigs, miniature donkeys, miniature horses, and pygmy goats.
- (b) The following persons or organization shall be allowed to own, harbor, or have charge, custody, control or possession of any livestock, poultry, ~~and~~ fowl, and bees:
 - (1) The keeping of such animals in zoos, bona fide educational or medical institutions, museums or any other place where there are kept live specimens for the public to view or for the purpose of instruction or study;
 - (2) The keeping of such animals for exhibition to the public of such animals by a circus, carnival or other exhibit or show;
 - (3) The keeping of such animals in a bona fide, licensed veterinary hospital for treatment; and
 - (4) Commercial establishments processing such animals for the purpose of sale or display.

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005)

2-104 HARBORING OR KEEPING OF ANIMALS

- (a) No person shall keep, harbor or allow to be kept without a permit, as described in this chapter, any dangerous animal(s) or any safe animal. The following animals are the only animals allowed without a permit with the exception of cat(s) and dog(s), which if deemed as a dangerous animal, then a permit is required for said cat or dog:
- (1) Domestic dog (*Canis familiaris*);
 - (2) Domestic cat (*Felis domesticus*);
 - (3) Gerbils (*Tateriltus gracillio*);
 - (4) Hamsters (*Critecus critecus*);
 - (5) Rabbits (*Lepus Cunicullus*);
 - (6) Domestic Mice (*Mus musculus*);
 - (7) Domestic Rat (*Rattus norvegicus*), and
 - (8) Any animal, usually tame and commonly sold at pet stores, including: Ferrets (*Mustela furo*), Chinchillas (*Chinchillidae*), Canaries (*Serinus canaria*), Cockatoos, Macaws, Parakeets, and Parrots (*Psittacines*).
- (b) Any person who harbors any animal without a permit, except as exempted by this section, shall be charged with a misdemeanor and upon conviction thereof, shall be subject to the penalties in section ~~2-145~~ 2-144.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005)

2-105 PIT BULL DOG – KEEPING PROHIBITED

It shall be unlawful to keep, harbor, own or in any way possess within the corporate limits of the City of Prairie Village, Kansas, any pit bull dog. Pit bull dog for the purposes of this chapter shall include:

- (a) The Staffordshire Bull Terrier breed of dog;
- (b) The American Pit Bull Terrier breed of dog;
- (c) The American Staffordshire Terrier breed of dog, or
- (d) Any dog having the appearance and characteristics of being predominately of the breeds of Staffordshire pit bull terrier, American pit bull terrier, American Staffordshire bull terrier; or a combination of any of these breeds.

(Ord. 1677 ss 4, 1988; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005)

2-106 UNLAWFUL TO HARBOR OR KEEP ANY ANIMAL WITHOUT PROPER AND NECESSARY PRECAUTIONS

- (a) Any person who owns, harbors, or keeps any animal within the City shall take all proper and necessary precautions to ensure and promote conditions that restrict the animal to the owner's property and prevent injury to other humans, domestic animals and/or damage to property.

- (b) It is unlawful for the owner or harbinger of any animal to negligently, carelessly, willfully or maliciously permit such animal to cause a disturbance of peace or permit such animal to create a noise disturbance so as to constitute a disturbance of the peace.

No owner, keeper or harbinger of an animal shall fail to provide the animal with adequate care, adequate food, adequate water, adequate health care, and adequate shelter. Such shelter should be clean, dry, and compatible with the condition, age and species. An animal must also have the opportunity for adequate daily exercise. This requires that an owner or harbinger must offer some freedom from continuous chaining and tethering. ~~All restraints placed on an animal must be such that it prevents the animal from being tangled or injured by the restraint.~~ [moved to 2-131]

(Ord. 1562 (part), 1985; Ord. 1809, ss 1, 1992; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005)

2-107 PUBLIC NUISANCE

- (a) A Public Nuisance is any animal that:
 - (1) Molests or chases vehicles or persons;
 - (2) Damages private or public property;
 - (3) Scatters refuse that is bagged or otherwise contained, or
 - (4) Excessively barks, whines, howls, or creates any other disturbance which is continuous or untimely (disturbance factors include, but not limited to, time of day, volume, length of time, etc.). ~~that reasonably tends to disturb a person that has signed a statement (which can be recorded by the Animal Control Officer) setting forth the facts concerning the volume, time, and length of barking.~~ If the violation is not witnessed by the Animal Control Officer and/or Law Enforcement Officer, the person complainant making such statement must agree in writing to sign a complaint and testify in court if requested.
- (b) It is unlawful for the owner or harbinger of any animal to negligently, carelessly, willfully or maliciously permit such animal to become a public nuisance.
- (c) Anyone having the authority of an Animal Control Officer, including but not limited to Law Enforcement Officers, is given the authority to seize and impound any animal which is a public nuisance as defined by this section.

(Ord. 2213, Sec. IV, 2009)

2-107 CRUELTY TO ANIMALS

Shall be defined as:

- (a) Intentionally killing, injuring, maiming, torturing, mutilating, beating, or overworking any animal; this includes, but is not limited to, administering any poisonous substance with the intent that the same shall be taken or swallowed by any animal;
- (b) Acting or failing to act when the act or failure to act causes or permits pain or suffering to such animal;

- (c) Abandoning or leaving any animal in any place or releasing or dumping an animal from a vehicle without making provisions for its proper care; in addition, "abandon" means for the owner or keeper to leave an animal without demonstrated or apparent intent to recover or resume custody; to leave an animal for more than twenty-four hours without providing adequate food and shelter for the duration of the absence; or to turn out or release an animal for the purpose of causing it to be impounded;
- (d) Failing to provide adequate care, adequate food, adequate health care, adequate shelter, or adequate water; or
- (e) Failing to provide veterinary care when needed to treat injury or illness unless the animal is promptly destroyed in a humane manner.

The provisions of this section shall not apply to:

- (1) Normal or accepted veterinary practices;
- (2) Bona fide experiments carried on by recognized research facilities;
- (3) Killing, attempting to kill, trapping, catching or taking of any animal in accordance with the provisions of chapter 32 or chapter 47 of the Kansas Statutes Annotated;
- (4) Rodeo practices accepted by the Rodeo Cowboys' Association;
- (5) The humane killing of an animal which is diseased or disabled beyond recovery for any useful purpose, or the humane killing of animals for population control, by the owner thereof or the agent of such owner residing outside of a City or the owner thereof within a City if no animal shelter, pound or licensed veterinarian is within the City, or by a licensed veterinarian at the request of the owner thereof, or by any officer or agent of any incorporated humane society, the operator of an animal shelter or pound, public health officer or licensed veterinarian three business days following the receipt of any such animal at such society, shelter or pound;
- (6) With respect to farm animals, normal or accepted practices of animal husbandry;
- (7) The killing of any animal by any person at any time which may be found outside of the owned or rented property of the owner or custodian of such animal and which is found injuring or posing an immediate threat to any person, farm or domestic animal or property, or
- (8) An animal control officer trained in the use of a tranquilizer gun, using such gun with the estimated dosage for the size of the animal, when such animal is vicious or could not be captured after reasonable attempts using other methods.

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. III, 2009)

2-109 AUTHORITY OF ANIMAL CONTROL OFFICER OR LAW ENFORCEMENT OFFICER TO RESCUE AN ENDANGERED ANIMAL

- (a) Whenever an animal is found confined and/or unattended in a motor vehicle or other location, which subjects it to certain weather conditions that endangers its life as determined by the Animal Control Officer or Law Enforcement Officer, the Animal Control Officer may enter such vehicle or property with the assistance from the police for the purpose of rescuing such animal, and transporting it to a shelter house designated by the Governing Body for treatment, boarding, or care. A written notice

shall be left on or in the motor vehicle or other applicable property advising that the animal has been removed under authority of this section and the location where the animal has been impounded.

- (b) Nothing in this section shall be deemed to prevent the Animal Control Officer or Law Enforcement Officer from entering upon property without consent when the condition or animal is found in plain sight and not within a private structure or under conditions constituting an emergency.
- (c) No Animal Control Officer or Law Enforcement Officer shall be held criminally or civilly liable for action under this section, provided the officer acts lawfully, in good faith, on probable cause and without malice.

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. III, 2009)

2-110 REGISTRATION – TAGS

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

(Ord. 1562, (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. V, 2009)

2-111 LICENSE FEE – DESIGNATED

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

(Ord. 1562 (part) 1985; Ord. 1650, ss 2, 1988; Ord. 1764, ss 2, 1991; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VI, 2009)

2-112 LICENSE FEE – OVERDUE

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

(Ord. 1562 (part) 1985; Ord. 1773 ss 2, 1991; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VII, 2009)

2-113 LICENSE FEE – EXEMPTIONS

Any person owning, keeping, or harboring a service/work dog shall be exempt from the license fee payment upon submittal of adequate proof that the dog is fully trained as a service/work dog and is current for the year on its rabies vaccination.

(Ord. 1562 (part) 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-114 INOCULATION AGAINST RABIES REQUIRED

- (a) No City license tag required by this section shall be issued until the owner or harbinger of a dog or cat shall furnish to the City Clerk a current inoculation certificate signed by a registered veterinarian, showing thereon that the dog or cat has been vaccinated against rabies. The inoculation certificate shall be deemed current if it has not expired before the owner or harbinger submits it to the City along with the application for license.
- (b) It shall be the responsibility of the owner or harbinger of the dog or cat to ensure that the animal's inoculation against rabies is maintained throughout the license period.

(Ord. 2005 ss1, 2001; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-115 COLLAR OR HARNESS REQUIRED

The owner of any dog or cat shall cause the same to wear a collar or harness outside the dwelling of the owner or harbinger. The tag required in section 2-109 shall be securely affixed to the collar or harness of each dog and cat registered. The tags shall be situated on the collar or harness in such a manner that it may at all times be easily visible to Law Enforcement Officers or Animal Control Officers of the City. Replacement tags shall be issued for a fee which is recorded in the City Clerk's office and may be changed from time to time.

(Ord. 1562 (part) 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-116 PERMIT REQUIRED

- (a) Permits allowing persons to own, harbor or have possession of a dangerous animal shall be issued only for domestic cats and domestic dogs, subject to the provisions of this chapter.
- (b) No person owning, harboring or having charge, custody, control or possession of any dangerous animal shall allow such animal to remain within the City unless and until he/she has first secured a permit to do so and complies with all terms and conditions of such permit; and, in addition thereto, such animal shall at all times be so confined, controlled and restrained in such a manner so the life, limb or property of any person lawfully entering into premises shall not be endangered.
- (c) Failure to obtain a permit as required by subsection B, after written notification by any Animal Control Officer or Law Enforcement Officer, shall be adequate grounds for the officer to impound the animal until a permit is obtained. If no permit is obtained within ~~ten~~ **five** days of receipt of such notice and no appeal is pending, the animal will be subject to destruction or removal from the City in the manner provided in section **2-133**.
- (d) The following persons or organization shall be allowed to own, harbor, or have charge, custody, control or possession of any dangerous animal without securing permit as required by this chapter:
 - (1) The keeping of such animals in zoos, bona fide educational or medical institutions, museums or any other place where there are kept live specimens for the public to view or for the purpose of instruction or study;
 - (2) The keeping of such animals for exhibition to the public of such animals by a circus, carnival or other exhibit or show;
 - (3) The keeping of such animals in a bona fide, licensed veterinary hospital for treatment;
 - (4) Commercial establishments processing such animals for the purpose of sale or display.

(Ord. 1562 (part) 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-117 EXEMPTIONS

The provisions of this section shall not apply to the transportation of dangerous animals through this City when such transport has taken adequate safeguards to protect the public and has notified the local law enforcement agency of the proposed route of transportation and the time thereof.

(Ord. 1562 (part) 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-118 ISSUANCE OF PERMIT

No person shall have, keep, maintain or have in his/her possession or his/her control within the City any dangerous animal without first applying to and receiving a permit from the City Clerk as hereinafter provided. No permit shall be granted except with such conditions attached as shall, in the opinion of the person or agency approving such permit, reasonably ensure the public health, safety and general welfare, and in any event no permit shall be granted for any animal at any particular location except upon an explicit finding by an Animal Control Officer or a Law Enforcement Officer that the issuance thereof will not be contrary to the public health, safety and general welfare.

(Ord. 1562 (part) 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-119 APPLICATION FOR PERMIT

An application for any permit required pursuant to this chapter shall be made to the City Clerk in writing upon a form furnished by the City Clerk. Said application shall be verified by the person who desires to have, keep, maintain or have in his/her possession or under his or her control, in the City, the animal for which a permit is required, and shall set forth the following:

- (a) Name, address and telephone number of the applicant
- (b) The applicant's interest in such animal;
- (c) The proposed location, and the name, address and telephone number of the owner of such location, and of the lessee, if any;
- (d) The number and general disposition of all animals for which the permit is being sought;
- (e) Any information known to the applicant concerning vicious or dangerous propensities of said animals;
- (f) Housing arrangements for all said animals with particular details as to the safety, structure, locks, fences, warning sign, etc.
- (g) Safety precautions proposed to be taken;
- (h) Noises or odors anticipated in the keeping of such animals;
- (i) Prior history of incidents involving the public health or safety involving any of said animals;
- ~~(j) Proof of insurance to cover those who may be injured or killed by said animal. Minimum insurance requirements shall be:~~
- (j) Proof of liability insurance in the minimum amount of \$500,000 per occurrence covering any damage or injury which may be caused by such dangerous animal. The City shall be listed as certificate holder, and shall be required to be notified of any cancellation, termination or expiration of the liability insurance policy. The owner shall maintain the liability insurance required by this subsection at all times, unless and until the owner shall cease to own the dangerous animal.

~~(1) — \$500,000 for bodily injury coverage.~~

~~(2) — \$100,000 for any liability arising out of damage to property.~~

- (k) A statement, signed by the applicant, indemnifying the City and its agents and employees for any and all injuries that may result from the animal;
- (l) Any additional information required by the Animal Control Officer or Law Enforcement Officer authorized by the Governing Body to enforce the provisions of this chapter at the time of filing such application or thereafter.
- (m) When a permit is issued in accordance with this chapter and it is for a cat, the requirement(s) will include, but not be limited to such cat being confined within the residential structure at all times, except when secured on a leash or in a carrier and while on the cat owner's property or for transport to the veterinarian.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-120 PROVISIONS AND/OR REQUIREMENTS FOR KEEPING A DANGEROUS ANIMAL

The keeping of dangerous animals in the City shall be subject to, but not be limited to the following provisions and/or requirements:

- (a) Leash and muzzle. A dog that is a dangerous animal and is kept in this City will be required to be securely leashed with a leash no longer than four feet in length and be muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals when it is taken outside of its area of confinement.
- (b) Confinement. All dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel; or in a fenced yard, except when leashed and muzzled as above provided. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine dangerous animals must be locked with a key or combination lock when such animals are within the structure. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.
- (c) Confinement indoors. No dangerous animal may be kept on a porch, patio or in any part of a house or structure that would allow the animal to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacles preventing the animal from exiting the structure.
- (d) Signs. All owners, keepers or harborers of a dog that is a dangerous animal must display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog." In addition, a similar sign is required to be posted on the kennel or pen of such animal, **and on the fence gates of fences that will be used to confine the dog.**
- (e) Identification Photographs. All owners, keepers, or harborers of a dangerous animal must provide to the City Clerk two color photographs of such animal clearly showing the color and approximate size of the animal.

- (f) **Microchip Identification.** The owner, keeper or harbinger of a dangerous dog must have a microchip implanted in the dog for identification, and the name of the microchip manufacturer and the identification number of the microchip must be provided to the City Clerk.
- (g) **Mandatory Spay and Neuter.** All dangerous dogs shall be required to be spayed or neutered.
- (h) **Training.** All dangerous dogs shall be required to be enrolled in a behavior modification program administered by a licensed animal behaviorist. Upon successful completion of said program, verification must be provided to the City Clerk.
- (i) **Reporting requirements.** All owners, keepers or harborers of dangerous animals must within ten days of the incident, report the following information in writing to the Prairie Village City Clerk as required hereinafter:
 - (1) The removal from the City or death of such animal. **If the animal is removed from the City, the new owner contact information must be provided.**
 - (2) The birth of offspring of such animal.
 - (3) The new address of such animal's owner should the owner move within the corporate City limits.
- (j) **Sale or Transfer of Ownership Prohibited.** No person shall sell, barter or in any other way dispose of a dangerous animal to any person within the City unless the recipient person resides permanently in the same household and on the same premises as the registered owner of such animal; provided that the registered owner of such animal may sell or otherwise dispose of such animal to persons who do not reside within the City.

(Ord. 1562 (part) 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-121 PERMIT FEE

The fee for a permit application shall be adopted by the Governing Body and on record in the Office of the City Clerk. The fee will be based upon the number of dangerous animals and in non refundable. The fee shall be payable to the City Clerk at the time of application. Accretions by natural birth shall not require additional permits during the period of a valid permit.

(Ord. 1562 (part), 1985; Ord. 1649 ss 2, 1988; Ord. 1774 ss 2, 1991; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-122 TERM OF RENEWAL OF PERMIT

No permit required by this chapter shall be granted for a period in excess of one year. An application for renewal of any permit shall be made not less than forty-five days prior to the expiration thereof, and shall be accompanied by the same fee as required upon making the original application.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-123 INSPECTIONS FOR RENEWAL

Prior to the annual renewal of any permit issued hereunder, an Animal Control Officer or Law Enforcement Officer shall inspect the premises subject to such permit to determine whether the person to whom it has been issued is continuing to comply with all of the conditions specified in this chapter and also reassess the animal that is subject to the permit. If the Animal Control Officer or Law Enforcement Officer determines during any such inspection that any of the conditions therein specified are being violated, the officer shall recommend denial of a renewal of any such permit or shall recommend revocation of such permit in the event that such violation is not corrected within such period of time as the officer shall direct. Additionally, if the Animal Control Officer or Law Enforcement Officer determines that the animal subject to the permit should no longer remain deemed a dangerous animal, it shall be documented in a written report, which shall be reviewed by the Chief of Police. The owner of such animal will be notified if and when their animal is no longer deemed a dangerous animal.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-124 TEMPORARY PERMITS FOR DANGEROUS ANIMALS – POWERS OF ANIMAL CONTROL OFFICER OR CHIEF OF POLICE

An Animal Control Officer or Chief of Police may, following application for a permit and pending final disposition of the same, grant a temporary permit for the maintenance within the City of any such animal upon such conditions as he or she shall, in his or her sole discretion, require when, in his or her opinion, there is no reasonable doubt as to the consistency thereof with the public health, safety and general welfare, that no such animal shall be otherwise kept or maintained within the City or permitted to occupy any premises within the City, except while such a regular or temporary permit is in full force and effect; provided, however, that any Law Enforcement Officer or Animal Control Officer shall take possession of any dangerous animal for which a permit has not been issued and keep the same until the proper permit has been secured by the owner or keeper thereof and shall release the same to the owner or keeper when all fees and costs have been paid and all laws and permit conditions complied with.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-125 REVOCAION OF PERMITS

The City Clerk, upon recommendation of an Animal Control Officer or any Law Enforcement Officer, may, for good cause, revoke any permit or modify any terms or provisions thereof and

may, in the event it is reasonably necessary to protect against an immediate threat or danger to the public health or safety, suspend any permit or portion thereof without hearing, for a period not to exceed thirty days. Failure to comply with any of the provisions of this chapter shall be sufficient grounds for revocation.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-126 APPEALS – FEES

- (a) Any person aggrieved by or dissatisfied with any of the following decisions, rulings, actions or findings may, within ten days thereafter, file a written notice or statement of appeal from said decision, ruling, action or finding to the **City Council**.
- (1) The determination by the Animal Control Officer or the Chief of Police that an animal is a “dangerous animal” under section 2-101;
 - (2) The denial of a permit under section **2-116**;
 - (3) The denial of a renewal of a previously issued permit under section **2-122**;
 - (4) The revocation of a previously issued permit under section 2-124, and
 - (5) The temporary suspension of any permit or portion thereof under section 2-124; provided, however, that the filing of an appeal under this subsection shall not stay such order or temporary suspension.

The appeal function of the Governing Body shall have the authority to grant or deny said appeals and also include but not be limited to matters of animal welfare and control. [moved from 2-127]

- (b) An administrative fee shall be adopted by the Governing Body and be on record in the office of the City Clerk. The administrative fee shall be paid to the City Clerk and is required for each appeal to the ~~City Council~~**Governing Body**, and no appeal shall be placed on the agenda of any meeting of the ~~City Council~~**Governing Body** until such fee has been paid.

(Ord. 1562 (part), 1985; Ord. 1775 ss 2, 1991; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

~~**2-127 APPOINTMENT OF ANIMAL CONTROL COMMITTEE**~~

- ~~a) An Animal Control Committee consisting of six members appointed by the Mayor, by and with the consent of the ~~City Council~~**Governing Body**, is established. The Mayor shall designate one member of the Council to serve as a reporting member back to the Council for a period of one year. The functions of said committee shall include but not be limited to matters of animal welfare and control and to consider and make decisions as to whether appeals under section 2-125 should be granted or denied. The Animal Control Committee shall have the authority to grant or deny said appeals.~~
- ~~b) At least two members of the Animal Control Committee shall be residents of the City. Consideration should be given to one member of the committee being a veterinarian.~~

~~All appointed members shall serve for a period of two years and shall serve without compensation.~~

~~(Ord. 1562 (part), 1985; Ord. 1783 ss 2, 1991; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)~~

2-127 ENUMERATION OF ANIMALS

The City Council Governing Body may require the annual enumeration of all dogs and cats owned within the City. The enumeration shall account for the number and ownership of all dogs and cats. For purposes of determining whether or not a person owns, keeps or harbors any animal referred to in this chapter, it shall be conclusively presumed that any person keeping any animal in the City for three consecutive days shall be conclusively presumed to be the owner of such animal.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-128 LIMITATIONS ON NUMBER OF ANIMALS

No person, residential premises or household within this City shall have, hold, maintain or contain more than a combined total of four dogs and cats over three months of age; provided, however, that in no event shall the combination of dogs or cats exceed three dogs or three cats. Any violation of this section is, upon conviction thereof, a misdemeanor and subject to the penalties provided in this chapter.

(Ord. 1562 (part), 1985; Ord. 1689 ss 2, 1989; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-129 DOG AND CAT CONTROL

- (a) All cats must be under the control of their owner, keeper or harbinger at all times. ~~For the purpose of this Section, a cat shall be considered not under control and in violation of this Section in the following situations:~~
- ~~(1) If a neighbor complains orally or in writing to the owner, keeper or harbinger of a cat, that the cat is entering upon the neighbor's property, then the cat's presence on the neighbor's property at any time subsequent to the neighbor's complaint shall constitute a violation of this Section;~~
 - ~~(2) If a cat causes injury to persons or animals.~~
 - ~~(3) If a cat causes damage to property off its owner's, keeper's or harbinger's property to include, but not limited to, breaking, bruising, tearing up, digging up, crushing or injuring any lawn, garden, flower bed, plant, shrub or tree in any manner or defecating or urinating upon any private property.~~

- (b) It is unlawful for the owner, keeper or harbinger of any dog to permit such dog to run at large within the City. For the purpose of this Section, a dog shall be considered running at large and in violation of this Section in the following situations:
- (1) If a dog is off the owner's, keepers or harborers property and is not firmly attached to a hand-held leash and under the physical control of its owner, keeper or harbinger. Electronic collars may not be used to control a dog when it is off its owner's, keepers or harborers property.
 - (2) If a dog is off the owner's, keepers or harborers property and is not prevented from making uninvited contact with humans or others animals. This includes a situation when a dog is secured on a leash.

It is lawful for any Law Enforcement Officer or other person designated by the Governing Body to pursue and capture same; provided, further, however, that no such dog shall be held to be running at large when said dog is merely passing along or through such property while in a cage or other conveyance.

(Ord. 1562 (part), 1985 ; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-130 ELECTRONIC FENCES AND ELECTRONIC COLLARS

Dogs may be confined to the residential property of their owner by an electronic fence or an electronic collar. An electronic fence or electronic collar is defined as a fence or collar that controls the movement of the dog by emitting an electrical shock when the animal wearing the collar nears the boundary of the owner's property. Dogs confined to residential property by an electronic fence or collar shall at all times be required to wear the collar or other required device which must be functional, and shall not be permitted to be nearer than 10 feet from any public walkway or street. All owners who use an electronic fence or an electronic collar shall clearly post their property to indicate to the public that such a fence or collar is in use. Electronic collars may not be used to control a dog when it is off its owner's property. An electronic fence or electronic collar shall not be used to confine a dangerous dog.

2-131 TETHERING

- ~~(a) The tether must be at least ten feet long and weigh less than 1/8th of the dog's body weight.~~
- ~~(b) The tether must be attached to a collar or harness in such a way to prevent injury.~~
- ~~(c) The dog must be tethered to prevent strangulation, injury or entanglement.~~
- (a) It is unlawful to attach chains or other tethers, restraints or implements directly to a dog without the proper use of a collar, harness or other device designed for that purpose and made from a material that prevents injury to the dog.
- (b) It is unlawful for any person to:
- (1) Continuously tether a dog for more than one continuous hour. A dog may be tethered 3 hours total within a 24 hour time period providing there is a 3 hour

- break between each period of tethered time. For the purpose of tethering a dog, a chain, leash, rope or tether must be at least ten feet in length.
- (2) Use a chain, leash, rope, collaring device, tether, which restricts the free movement of the animal (i.e. the device should not weigh more than one-eighth of the animal's body weight).
 - (3) Tether a dog in such a manner as to cause injury or strangulation, or entanglement of the dog on fences, trees, posts or other manmade or natural obstacles.
 - (4) ~~Dogs may not be~~ Tethered for any length of time anywhere in the City when they are off the owners, keepers or harborer's property.

2-132 SEIZURE

- (a) Any Animal Control Officer, Law Enforcement Officer or other person designated by the Governing Body of the City is authorized to capture any dog found running at large in violation of section 2-129 and any cat which is not under control as defined in section 2-129 and place them in a shelter house designated by the Governing Body for that purpose. If the owner or harborer of any such dog or cat does not redeem the same within five days after such impounding by the payment to the City Clerk then such dog or cat shall be disposed of in some humane manner as provided in section 2-135. If such animal is to be redeemed, the owner or harborer must make payment to the animal shelter prior to receiving their pet. In addition to or in lieu of seizing the dog or cat, an Animal Control Officer or Law Enforcement Officer of the City may charge said owner or harborer for being in violation of section 2-129.
- (b) An Animal Control Officer or Law Enforcement Officer shall forthwith cause to be seized and impounded any dangerous animal, where the person owning, keeping or harboring any such animal has failed to comply with the notice sent pursuant to section 2-132. Upon seizure and impoundment, said animal shall be delivered to a place of confinement, which may be with any organization, which is authorized by law to accept, own, keep or harbor such animals.
- (c) If during the course of seizing and impounding any such animal, the animal poses a risk of serious physical harm or death to any person, or the animal is considered a dangerous animal by the Animal Control Officer or any Law Enforcement Officer, they may render said animal immobile by means of tranquilizers or other safe drugs; or if that is not safely possible, then said animal may be destroyed.
- (d) Any reasonable costs incurred by an Animal Control Officer or Law Enforcement Officer in seizing, impounding, confining or disposing of any dangerous or wild animal, pursuant to the provisions of this section, shall be charged against the owner, keeper or harborer of such animal and shall be collected by the City Clerk.
- (e) Whenever an Animal Control Officer or Law Enforcement Officer seizes and impounds any such animal under the provisions of this section, the officer shall attempt to notify the owner of such animal of the seizure, however, such notice attempt shall be required only if the animal is wearing a valid and updated registration tag or, in the case of a dangerous animal, the animal is seized on the owner's property. Such notice should be in writing and should be delivered to the owner's residence within three days of seizure

of the animal. The notice shall state the reasons for seizure and impoundment. Notice attempt may also include the leaving of voice message(s) on the listed phone of the animal's owner, keeper or harborer.

- (f) After receipt of such notice as described in subsection E of this section, the owner of any animal, which has been seized and impounded, is entitled to request a hearing before the [City Council Governing Body](#) by filing written request for hearing with the City Clerk. The purpose of this hearing shall be to determine whether probable cause existed to seize and impound the animal. Request for this hearing must be made within five days of receipt of the notice of seizure and impoundment, or the hearing shall be waived. If a hearing is requested, it shall be held within ten days from the filing of the request. If, at such hearing, the [City Council Governing Body](#) finds that no probable cause existed for such seizure and impoundment, the animal shall be released, no fees or costs for care of the animal shall be assessed against its owner, and the City shall pay the costs accrued in boarding the animal.
- (g) The owner, keeper or harborer of any animal who has been found to have violated this section or section **2-129** of this chapter, which animal is not properly licensed by the City, may be assessed an additional penalty the amount of which shall be determined by resolution by the Governing Body on file with the City Clerk.

(Ord. 1562 (part), 1985; Ord. 1776 ss 2, 1991; Ord. 1779 ss 2, 1991; Ord. 1860 ss 1, 1994; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009; Ord. 2268, Sec. I, 2013)

2-133 NOTICE OF KEEPING DANGEROUS ANIMALS

Upon the written or verbal complaint of any person that a person owns or is keeping or harboring a dangerous animal in violation of this chapter in the City, an Animal Control Officer or Law Enforcement Officer shall forthwith cause the matter to be investigated; and if after investigation the facts indicate that such person named in the complaint is in fact the owner or is keeping or harboring any such "dangerous animal" in the City as finally determined by the Animal Control Officer or the Chief of Police without a proper permit, the officer shall forthwith notify such owner, keeper or harborer in writing requiring such person to safely remove said animal from the City within three days of the date of the notice. Notice as herein provided shall not be required where such dangerous animal has previously caused serious physical harm or death to any person or who has escaped and is at large, in which case the Animal Control Officer or Law Enforcement Officer shall cause said animal to be immediately seized and impounded, or as soon as practicable and according to the provisions of section **2-129**, or destroyed if seizure or impoundment are not possible without risk of serious physical harm or death to any person. The Animal Control Officer may exercise discretion by allowing such person up to ten days to safely remove said animal, provided no urgency is apparent.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-134 DESTRUCTION OR REMOVAL FROM CITY OF CERTAIN ANIMALS

- (a) When City records indicate that a particular dog or cat has committed two or more vicious bites, as defined in section 2-101, the dog or cat shall be deemed a threat to public safety, except that it shall be a defense to such a finding that the person or domestic animal so bitten was on the property of the person who owns or harbors said dog or cat at the time of the bite or attack and did not have consent to be on the owner's property. Any Animal Control Officer or Law Enforcement Officer shall upon notification of a dog or cats second vicious bite, cause the animal to be seized. If no post-seizure hearing has been requested, the animal shall be destroyed or permanently removed from the City. The decision of whether to destroy said animal or remove it from the City shall be in the sole discretion of the Animal Control Officer or the Chief of Police.
- (b) Law Enforcement Officers or Animal Control Officers of the City or anyone having the authority of an Animal Control Officer, as designated by the Mayor or Chief of Police, may kill any animal without notice to the owner thereof whether it bears the tag provided for in this chapter or not if such animal is deemed by said officer to pose a risk of serious physical harm or death to persons or is injured severely with no apparent chance of survival, or is in such pain as to warrant humane destruction. When it is known that such animal has bitten or scratched a person or domestic animal, then the remains of that animal so destroyed shall be preserved by officers, to permit a test to be conducted for rabies.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-135 PROCEDURE FOR FAILURE TO REDEEM

Any animal captured or apprehended under the terms and conditions of this chapter and for which no appeal under section 2-126 is pending shall be held for a period of five days and disposed of in a humane manner as shall from time to time be determined by the Governing Body of the City.

(Ord. 1562 (part), 1985; (Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-136 PRESENTATION OF ANIMAL

The owner, keeper or harbinger of any dog or cat shall physically produce the animal for observation, identification or inspection when requested to do so by an Animal Control Officer or Law Enforcement Officer investigating a violation of the animal control and/or welfare laws of the City, provided the officer has probable cause to believe a crime or violation of the animal control laws has been committed. Failure to do so is a violation of this section.

(Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-137 DUTY TO REPORT ANIMAL BITES AND SCRATCHES

When any animal, while within the City limits of Prairie Village, has bitten or attacked any person or domestic animal and has caused a break to the skin, or when an animal is suspected of having rabies; it shall be the duty of any person having knowledge of such facts to report the same immediately, or as soon as practicable, to the Police Department or the Animal Control Officer.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-138 ANIMAL BITE PROCEDURE

- (a) Except as provided in subsection E of this section an animal which bites or otherwise so injures a person as to cause an abrasion of the skin shall immediately, or as soon as practicable, be quarantined at the owner's expense with a licensed veterinarian of the owner's choice or with the City's impounding agent for a period of not less than ten days nor more than twelve days.
- (b) If the owner, keeper or harbinger of the animal cannot be immediately notified, City personnel shall immediately, or as soon as practicable, impound such animal with a City authorized impounding agent, at the owner's expense, for a period of not less than ten days nor more than twelve days. If the address of the owner of the animal can be determined, the Police Department shall make a reasonable effort to notify the owner that said animal is impounded under the provisions of this section and the owner has the right to redeem the animal at the expiration of confinement upon the payment of pound fees, any veterinarian fees, and any license and penalty fees then due and owing to the City.
- (c) In the event the original place of impoundment is not the choice of the owner, the owner may cause the animal's place of impoundment to be changed to a licensed veterinarian of the owner's choice; provided all other provisions of this chapter are complied with. The total period of confinement of the animal at the one or more locations is to be for a period of not less than ten days nor more than twelve days. Credit for any period the animal remains at large after the bite shall not be given.
- (d) The veterinarian or City-authorized impounding agent with whom the animal is impounded, shall give immediate written notice to the Chief of Police that such animal has been confined and will be confined for not less than ten days no more than twelve days. At the expiration of the aforesaid confinement period, the veterinarian or City-impounding agency shall give immediate written notice to the Chief of Police as to the health of such animal pertaining to the diagnosis of rabies.
- (e) In the event the investigating officer determines that the animal had an effective rabies inoculation, was duly licensed under this chapter at the time of the injury, **and the animal was not running at large at the time of the bite**, then the animal need not be impounded

in accordance with subsection A of this section but the following alternative procedure shall be followed:

- (1) If the injured person, his parent, or guardian desires that the animal be impounded and agrees in writing to pay for its board during the period of impoundment, it shall be so impounded for the period specified in subsection A of this section notwithstanding any other provision of this chapter.
- (2) If the injured party, his parent, or guardian is unwilling to agree in writing to pay for the animal's board during the period of impoundment, the animal shall be permitted to remain confined in the residence or enclosed yard of its owner or keeper; provided no animal shall be allowed to remain on the property of its owner or keeper under this section unless such person signs a written agreement to keep the animal on the property in confinement for the period specified in subsection A of this section and further agrees to allow the animal to be examined periodically to determine its physical condition during the confinement period. ~~At the end of the observation period, the Animal Control Officer may require that a licensed veterinarian examine the animal and furnish written notification to the Animal Control Officer regarding the animal's health. All costs associated with the exam are the responsibility of the owner, keeper or harbinger.~~ If the owner or keeper is unwilling to sign such an agreement, the animal shall be immediately, or as soon as practicable, impounded in accordance with subsection A of this section.

- (f) ~~The owner, keeper or harbinger of any animal that bites or otherwise so injures a person causing an abrasion of the skin, shall be punished by a fine of not less than \$100 but not more than \$500. The judge may also order that the animal be permanently removed from the City within three days, or euthanized, taking into consideration the nature and severity of the incident and whether the animal has displayed dangerously aggressive behavior and is likely to inflict injury on another person or animal.~~

(Ord 1562, (part), 1985; (Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-139 DISEASE CONTROL

- (a) When rabies or other communicable diseases associated with animals are known to exist in the community, or when they are known to exist in neighboring communities the Mayor may declare a quarantine of any or all animals. It shall be the duty of the owner of such animal to keep such animal confined to the premises of such owner or keeper and under control. For the purposes of this section, animals are not to be considered confined to the premises of the residential property of their owner, keeper or harbinger if the only restraining device is an invisible electric fence.
- (b) It shall be the duty of all Animal Control Officers or Law Enforcement Officers, or those having the authority of Law Enforcement Officers to enforce such quarantine. The Mayor and Chief of Police shall have a right to deputize school guards and other persons as needed. Such deputized persons need not seize such animals, but shall aid

in determining the owner to the end that warrants of arrest can be issued against violating owners.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-140 REMOVAL OF ANIMAL FECES

- (a) Any person in charge of an animal, when such animal is off the owner, keeper or harbinger's property, shall be responsible for the removal of any feces deposited by such animals on public walks, streets, recreation areas, or private property, and it shall be a violation of this provision for such person to fail to remove or provide for the removal of such feces before the animal leaves the immediate area where such defecation occurred.
- (b) It shall be unlawful for any person to dispose of removed feces by intentionally or recklessly depositing, or causing to be deposited, feces removed pursuant to this section into, upon or about any public place, or any private property without the consent of the owner or occupant of the property.

(Ord. 1921 ss 1, 1997; (rd. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-141 REMOVAL OF DEAD ANIMAL

It shall be the responsibility of the owner of a deceased animal to provide for its removal from private property.

2-142 FEES TO GENERAL FUND

All fees, charges and penalties paid to or collected by any officers of the City under or pursuant to the provisions of this chapter shall be paid over to the City Treasurer and credited to the general operating fund.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-143 ENFORCEMENT

It is the duty of the Animal Control Officer or anyone having the authority of an Animal Control Officer, including but not limited to Law Enforcement Officers, to enforce the terms and provisions of this chapter and the Mayor or the Chief of Police may appoint by and with the consent of the Governing Body some suitable person to be known as an Animal Control Officer

whose duties it shall be to assist in the enforcement of this chapter and to work under an immediate supervision and direction of the Police Department. Anyone having the authority of an Animal Control Officer is given the authority to seize any animal found outside the City limits when he/she has reasonable grounds to believe said animal committed any act within the City which is prohibited by the provisions of this chapter or which subjects said animal to seizure if found within the City. Any private person may, upon signed complaint, bring charges against any owner of an animal for the violation of any of the provisions of this chapter.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-144 VIOLATION – PENALTY

- (a) Any person who fails to do anything required by this chapter or who does anything prohibited by this chapter is guilty of a violation thereof. Any person convicted of the violation of any provision of this chapter where a specific penalty is not otherwise prescribed shall be fined not more than five hundred dollars, or imprisoned for more than thirty days, or be both so fined and imprisoned.
- (b) Each day any violation of this chapter to which this penalty applies continues constitutes a separate offense.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)

2-145 SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this chapter or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof.

(Ord. 1562 (part), 1985; Ord. 2091 (part), 2005; Ord. 2106 (part), 2005; Ord. 2213, Sec. VIII, 2009)



COMMITTEE ON THE COMMITTEES

Council Committee Meeting Date: December 1, 2014

Council Meeting Date: December 15, 2014

COU2014-50: Consider City Council Policy Revisions

RECOMMENDATION

The Committee on the Committees recommends the following proposed revisions in the City Council Policies:

- CP001
 - Strikethrough and delete Section V.A.1. Communications Committee
 - Strikethrough and delete Section V.A.6. ADA Advisory Committee
 - Strikethrough and delete Section V.A.7. Homes Association Committee
- CP006
 - Strikethrough and delete CP006 - Animal Control Committee
 - Additional changes to the Animal Control Committee will be proposed with the Municipal Code Chapter 2 revisions.
- CP610
 - Strikethrough and delete CP610 - Communications Committee

It is recommended these proposed revisions become effective January 2, 2015.

BACKGROUND

Following the budget discussions at the May 6, 2013 City Council meeting, an ad hoc committee was established to review required resources and current structure of all citizen committees in the City of Prairie Village. The ad hoc committee has met nine times to discuss the roles and responsibilities, dedicated staff time, and financial resources for each of the committees. A survey was distributed to all committee members for their input regarding the possible elimination, consolidation, or reformation of their committee as well as other topics such as term limits, leadership selection, staff time, and funding. Additionally, staff representatives for the committees were consulted in regards to the roles and responsibilities of the committees and their value to the organization. The City Council was informed of these recommendations during the July 7, 2014 Committee of the Whole meeting. Another Committee on the Committees meeting was held on October 3, 2014. Letters were also sent to the committee members whose committees are being recommended for dissolution inviting them to the December 1 City Council meeting.

ATTACHMENTS

Letter to Committee Members; CP001, CP006, and CP610 with proposed revisions.

PREPARED BY

Nolan Sunderman

Assistant to the City Administrator

Date: 11/18/14

November 13, 2014

VOLUNTEER
ADDRESS
CITY STATE ZIP

Dear VOLUNTEER

As you are aware, the City of Prairie Village currently has 20 standing committees with volunteers, Council liaisons, and staff support. Thank you for serving on the City's Animal Control Board. We greatly appreciate your willingness to serve your community by participating on your committee.

Recently, the City Council appointed an ad hoc committee to review the current structure of our citizen committees which includes Council members Ruth Hopkins, Eric Mikkelson, Brooke Morehead, and Ted Odell. The goal of the ad hoc committee was to increase committee efficiency and prioritize staff time devoted to supporting committees. A survey was sent out asking for your assistance in understanding your committee's purpose, goals, and membership.

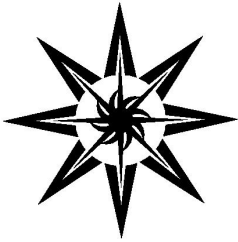
The Committee received candid and valued feedback from committee members. Also, the Committee reviewed the number of committee meetings, participation rates, duplication of efforts, and corresponding benefits. As a result, the ad hoc committee will be making a recommendation to dissolve five committees and transfer their functions to other committees and/or staff: Communications Committee, ADA Advisory Committee, Board of Code Appeals, Homes Association Committee, and the Animal Control Committee. It is recommended the action be effective January 2, 2015. All committee members will receive an invitation to attend the 2014 Holiday Volunteer Appreciation Dinner to thank you for your service during the past year.

This recommendation will be discussed at the December 1, 2014 City Council Committee of the Whole Meeting at 6:00 p.m.

The Committee thanks you again for your valuable insight and service to the community. There are other city committees seeking volunteers. If you are interested in serving in another capacity, please submit your online volunteer application at www.pvkansas.com designating your interest in the desired committee.

Sincerely,

Mayor Ron Shaffer



City Council Policy: CP001 - Public Committees

Effective Date: February 19, 2008

Amends: CP001 - dated September 17, 2007

Approved By: Governing Body

I. SCOPE

II. PURPOSE

- A. To establish public committees which will allow citizen involvement and provide recommendations to the Governing Body.

III. RESPONSIBILITY

- A. The Mayor and Council shall be responsible for appointing members to serve on the committees established by this policy.

IV. DEFINITIONS

V. POLICY

- A. There are established, in the city, public committees with the following requirements for membership, meetings and duties:

1. **Communications Committee**

- ~~a. The Mayor shall appoint a Councilmember to serve as Chairman and one to serve as Vice-Chairman of this committee for a one year term. In addition, the committee will include six members, preferably representing various areas of the city, and two student representatives appointed by the Mayor with the consent of the Council. These six members will be appointed to serve a three year term and will serve without compensation. The youth representatives will serve one year terms. Vacancies which occur in these six appointments shall be filled by appointment of the Mayor with the consent of Council for the unexpired term.~~
- ~~b. The Communications Committee will meet as needed.~~
- ~~c. The Communications Committee will recommend to the Governing Body policies and guidelines on matters pertaining to: television programming on Channel 13A, newsletter content, community relations and relations with the media. The Committee will follow the guidelines established in City Council Policy #610 approved by the Council on May 17, 1984 and revised February 3, 1997.~~

2. **Insurance Committee**

- a. The Mayor shall appoint council members as Chairman and Vice-Chairman. In addition, the Mayor will appoint four other members who have an insurance background.
- b. The Committee will meet as needed to monitor and discuss insurance issues relating to the City, and to recommend insurance bid award, when applicable.

3. **Prairie Village Arts Council**

- a. The Mayor shall appoint a Councilmember to serve as the reporting member of this committee for a one year term. In addition, the committee will include a Chairman and ten members, preferably representing each Ward in the city, and two youth representatives appointed by the Mayor with a consent of the Council. These eleven members will be appointed to serve a three year term and will serve without compensation. The youth representatives will serve one year terms. Vacancies which occur in these twelve appointments shall be filled by appointment of the Mayor with the consent of Council for the unexpired term.
- b. The Prairie Village Arts Council will meet as needed at a time and place designated by the Governing Body and/or the Chairman.
- c. The Prairie Village Arts Council will recommend to the Governing Body policies and guidelines on matters pertaining to: promotion and development of the arts in Prairie Village, acquisition of art for the city's identification graphics, landscaping of city facilities, and development of cultural activities for the city.

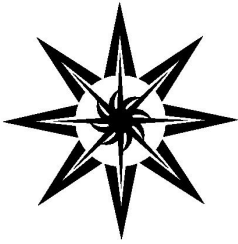
4. **Environment/Recycle Committee**

- a. The Mayor shall appoint two Council members to serve as reporting members of this committee to serve for a one year term.

- b. The Environment/Recycle Committee will meet from time to time when called by the Chairperson or Vice-Chairperson or three members of the committee.
 - c. Committee to serve a three year term without compensation. The committee will include two youth representatives who will serve one year terms. Vacancies shall be filled by the Mayor & Council for the balance of the unexpired term.
 - d. Members shall select the officers of the committee including, but not limited to; a Chairperson and Vice-Chairperson to serve for a one year term without compensation.
 - e. The Environment/Recycle Committee will recommend to the governing body policies, guidelines or programs including but not limited to maintaining and enhancing air quality, reducing waste disposal in landfills, increasing awareness of the need to conserve natural resources and generally educating the public on methods to protect the environment.
- 5. Prairie Village Sister City Committee**
- a. The Mayor shall appoint a council member to serve as the reporting member of this committee for a one year term. The committee will elect a Chairperson and a Vice-Chairperson. These two members will serve for a two year term and will serve without compensation. There shall be no limit on the number of consecutive terms an officer can serve. The Staff Liaison person will serve as Secretary/Treasurer.
 - b. Nine regular members shall be appointed for three year staggered terms with three term expirations occurring in March each year. If a vacancy occurs, a replacement appointed by the Mayor shall fulfill the remainder of the term. Near the expiration of a member's term, the Chairperson shall recommend in writing to the Mayor whether the member should be reappointed for another three year term.
 - c. The committee may include two youth representatives who shall serve one year terms. These representatives will be appointed by the Mayor, at the recommendation of the Chairperson.
 - d. Elections of Chairperson and Vice Chairperson will be held bi-annually at the regular meeting in February. A nominating committee including the Chairperson, the Council Liaison and a member at large agreed upon by the Chairperson and the Council Liaison will propose a slate of officers. Nominations may also be made from the floor at the time of the election. If a vacancy occurs in the office of the Vice Chairperson, those duties will be fulfilled until the next election by the committee member most senior in time of service on the committee.
 - e. The Prairie Village Sister City Committee shall meet from time to time when called by the Chairperson or by the Vice Chairperson. A quorum will consist of a simple majority of the number of currently filled seats.
 - f. The Prairie Village Sister City Committee will recommend to the Governing Body [policies, guidelines or programs including, but not limited to: promotion of cultural ties between the City of Prairie Village and its sister cities; cultural learning opportunities for Prairie Village children and adults; economic and business development opportunities between Prairie Village businesses and its sister cities; and to promote exchanges of students and city leaders as appropriate to promote cultural, educational, economic and social ties wherever possible.
- 6. ~~ADA Advisory Committee~~**
- ~~a. The Mayor shall appoint a Council member to serve as Chair for a one year term. The Mayor shall appoint, with consent of the City Council, other committee members representing various sections of the community, including both persons with disabilities and professionals involved in providing services to persons with disabilities for a term of three years without compensation. Re-appointments will be permitted. Vacancies, which occur in the three year term, shall be filled by appointment for the balance of the term by the Mayor with the consent of the Governing Body. The ADA Coordinator will be a member of the Committee.~~
 - ~~b. The Committee shall meet from time to time when called by the Chair or the ADA Coordinator.~~
 - ~~c. The Committee shall advise the City of issues related to the City's continued efforts to comply with Title II of the Americans with Disabilities Act in the City's sponsored services, programs or activities.~~
- 7. ~~Homes Association Committee~~**
- ~~a. The Mayor shall appoint a council member to serve as Chair of this committee for a one year term. In addition, the committee will include members, who are preferably officers of active Prairie Village Homes Associations, appointed by the Mayor with the consent of the Council.~~
 - ~~b. The Homes Association Committee will meet as needed at a time and place designated by the Governing Body or the Chairman of the committee.~~
 - ~~c. The Homes Association Committee will recommend to the Governing Body policies and guidelines on matters pertaining to the Homes Associations in Prairie Village.~~
- 8. Ad Hoc Committee**
- a. The Mayor will appoint a Chairman and members to serve on Ad Hoc Committees as needed. One member of the Council will be appointed by the Mayor to serve as the reporting member of the committee.

CP001 - Public Committees

- b. Meetings of the committee will be held as designated by the Mayor, the Governing Body and/or the Chairman of the committee.
- c. The Committee shall discuss issues as requested by the Mayor and/or the Governing Body.
- d. Ad Hoc Committees will be established by the Mayor to discuss a particular subject and make recommendations related to the subject matter to the Mayor and Council. These committees shall continue to meet as long as necessary, but will not be considered permanent committees.



City Council Policy: CP006 - Guidelines for Animal Control Committee

Effective Date: March 5, 1979

Amends:

Approved By: City Council

I. SCOPE

II. PURPOSE

~~A. To establish guidelines for the Animal Control Committee.~~

III. RESPONSIBILITY

~~A. City Clerk~~

IV. DEFINITIONS

V. POLICY

VI. PROCEDURES

~~A. Meetings will be called by the Chairperson as needed. The City Clerk will notify the Chairperson that applications have been received requesting a variance to Chapter 6 of the Prairie Village Municipal Code.~~

~~1. All members of the committee will have one vote with exception of the Council Representative, who shall have none.~~

~~B. Applications are to be reviewed on the basis of information given, not on hearsay, previous knowledge, or other consideration.~~

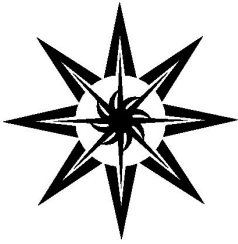
~~C. A person wishing to be present at the review of the application may do so but first must notify the City Clerk when turning in completed application.~~

~~D. Persons, other than applicant wishing to make comments about the application may do so either in person, if the City Clerk is notified, or by writing.~~

~~E. The recommendations of the Committee (acceptance, denial or conditional acceptance, or conditional denial) will be forwarded to the City Clerk for appropriate action.~~

~~F. This exemption or exception would be for one year and would be the responsibility of the applicant to reapply each succeeding year.~~

~~G. The Committee may meet on other issues as assigned by the Mayor.~~



City Council Policy: CP610 - Communications Committee

Effective Date: February 3, 1997

Amends:

Approved By: City Council

I. SCOPE

II. PURPOSE

~~A. To communicate information to City residents through the *Prairie Village Voice* newsletter, Prairie Village Television, and other appropriate media.~~

III. RESPONSIBILITY

~~A. The Communications Committee shall advise City staff regarding the content and form of media through which the City communicates with citizens. The Communications Committee shall encourage the development of current and future communication methods in the best interests of the City.~~

IV. DEFINITIONS

V. POLICY

VI. PROCEDURES

~~A. Prairie Village Voice newsletter~~

~~1. Guidelines for content: The following information may be published in the *Prairie Village Voice*:~~

~~a.) City department news and activities.~~

~~b.) City sponsored events and activities.~~

~~c.) Events and activities sponsored by Johnson County, Kansas, the State of Kansas, the United States of America, or other government agencies or departments.~~

~~2. The following material is prohibited from being published in the *Prairie Village Voice*:~~

~~a.) Partisan political content.~~

~~b.) Information about gambling activities.~~

~~c.) Any material which, in the judgment of the City Attorney, is inconsistent with any federal, state or local law, ordinance or rule, and/or which subjects the City unreasonable to potential liability.~~

~~3. Editing of information:~~

~~Any information submitted for publication may be condensed, edited, and/or corrected by those individuals handling the information.~~

~~4. Timeliness of Information:~~

~~a.) Items will be kept timely by changes in the wording of messages and to correct for the dates involved.~~

~~b.) Items will be released as timely as possible. The date an item is released will be determined by the Department Head with guidance from the Communications Committee.~~

~~B. Prairie Village Television:~~

~~1. Bulletin Board~~

~~a.) Guidelines for content. The following information may be broadcast on the bulletin board:~~

~~• City Department events and activities.~~

~~• City sponsored events and activities.~~

~~• Events and activities sponsored by the Shawnee Mission School District.~~

~~• Events and activities sponsored by Johnson County, Kansas, the State of Kansas, the United States of America, or other government agencies or departments.~~

~~b.) The following material is prohibited from being placed on the televised bulletin board:~~

~~• Partisan political content.~~

~~• Information regarding gambling activities.~~

~~• Any material which, in the judgment of the City Attorney, is inconsistent with any federal, state or local law, ordinance or rule, and/or which subjects the City unreasonably to potential liability.~~

~~• Any matter which is legally obscene or otherwise unprotected by the Constitution of the United States, pursuant to applicable federal, state or City law.~~

~~CP610 Communications Committee~~

- ~~• Endorsements. The endorsement of specific brands of consumer products is prohibited. No advertising, paid or unpaid, shall be accepted for broadcast on Prairie Village Television. However, programming of a bonafide governmental interest produced by a commercial organization that contains the name and logo of the organization is not considered advertising or endorsements under this policy.~~
- ~~• Any material copyrighted by any entity (other than the City of Prairie Village) for which a written release to use it has not been obtained.~~
- ~~c.) Submission of Announcements.~~
 - ~~• All announcements for broadcast on the bulletin board shall be submitted, in writing, to the Communications Director.~~
 - ~~• All submissions shall contain: the name of the City department or organization submitting the announcement, the name of a contact person, and a telephone number.~~
- ~~d.) Editing of Information.~~

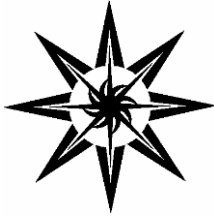
~~Any information submitted for broadcast over the City's cable channel may be condensed, edited, and/or corrected by those individuals handling the information.~~
- ~~e.) Timeliness of Information~~
 - ~~• Items will be kept timely by changes in the wording of messages and to correct for the dates involved.~~
 - ~~• Items will be released as timely as possible. The date that an item is released will be at the discretion of the Department Head with guidance from the Communications Committee.~~
- ~~2. Videotaped and Live productions~~
 - ~~a.) Guidelines for content.~~
 - ~~• City Department news and activities.~~
 - ~~• City sponsored events and activities.~~
 - ~~• Events and activities sponsored by the Shawnee Mission School District.~~
 - ~~• Events and activities sponsored by Johnson County, Kansas, the State of Kansas, the United States of America, or other government agencies or departments.~~
 - ~~b.) The following material is prohibited from being broadcast on Prairie Village Television:~~
 - ~~• Partisan political content.~~
 - ~~• Information regarding gambling activities.~~
 - ~~• Any material which, in the judgment of the City Attorney, is inconsistent with any federal, state or local law, ordinance or rule, and/or which subjects the City unreasonably to potential liability.~~
 - ~~• Any matter which is legally obscene or otherwise unprotected by the Constitution of the United States, pursuant to applicable federal, state or City law.~~
 - ~~• Endorsements. The endorsement of specific brands of consumer products is prohibited. No advertising, paid or unpaid, shall be accepted for broadcast on Prairie Village Television. However, programming of a bona fide governmental interest produced by a commercial organization that contains the name and logo of the organization is not considered advertising or endorsements under this policy.~~
 - ~~• Technically unusable material, as determined by the Communications Director.~~
 - ~~• Any material copyrighted by any entity (other than the City of Prairie Village) for which a written release to use it has not been obtained.~~
 - ~~c.) Program ideas and topics will be presented to the Communications Committee on a regular basis. The Communications Committee will be encouraged to contribute program content and ideas for broadcast on Channel 13A.~~
 - ~~d.) A periodic outline of programs to be taped shall be recommended by the Communications Committee.~~
 - ~~e.) When the program is placed "on the air" the date will be recorded on a daily program log.~~
 - ~~f.) When a program is being broadcast "live" participants in the meeting will be told before the broadcast begins.~~
- ~~3. Appearance of political candidates in Newsletter and non-political CATV programs.~~
 - ~~a.) Any political office holder may appear.~~

~~EXCEPT when such person publicly announces his/her candidacy for re-election to office (or for election to any other office).~~

~~AND when an opponent has announced his/her candidacy for an upcoming election.~~
 - ~~b.) When such conditions occur, no such candidate will be purposefully featured until after the election has been completed.~~

~~CP610 Communications Committee~~

- ~~e.) When such conditions occur, the appearance or mention of any such candidate in any news story or on any broadcast of a regularly scheduled City Council meeting, public hearing, or other "news" event being covered, will not be impeded.~~
- ~~4. Appearance of political candidates on special CATV programs.~~
 - ~~a.) Such programs should be sponsored and produced, if possible, by the League of Women Voters, or set up under their guidelines for such programs.~~
 - ~~b.) All candidates for an office, with or without political party affiliation, are invited to appear.~~
 - ~~c.) All candidates for office, with or without an opponent, in an up-coming election are invited to appear.~~
 - ~~d.) Only candidate whose names appear on the official ballot in any ward in Prairie Village are to be participants.~~
 - ~~e.) All candidates for a given office shall be invited to appear. No candidate will be refused opportunity to appear because of the failure of an opponent to appear.~~
 - ~~f.) Equal time is allowed each candidate appearing, with identical studio lighting, background, staging, etc.~~
 - ~~g.) The program format may be debate or a series of individual solo statements show in sequence.~~
 - ~~h.) Oh subsequent airings of a program with individual solo appearances, the order of appearance of the segments will be reversed.~~
 - ~~i.) Appearances are at no cost to the candidates.~~
 - ~~j.) These guidelines shall also apply to any issues that may appear on a Prairie Village ballot to any election.~~
 - ~~k.) The Communications Committee will remain completely "neutral" and not advocate any one person or candidate in any programming or message presented.~~
 - ~~l.) Any resolution duly adopted by the City Council of Prairie Village must be presented verbatim, being properly identified as such as Resolution, regardless of political content; if it is aired.~~



ADMINISTRATION

Committee of the Whole: December 1, 2014
City Council Meeting: December 15, 2014

Discussion regarding definition of “Trucks” in the municipal code

BACKGROUND:

Over the past few months the City Council has discussed revisions to the Recreational Vehicles and Equipment Parking and Storage provisions. These regulations are currently found in the Zoning Ordinances, Chapter 19.38. As part of the update to these provisions, Council is considering moving this Chapter into the City Code and specifically creating a new Article at the end of Chapter XI.

As part of these revisions and the movement of these regulations in to Chapter XI, the Police Department and Codes Administration staff have discussed updating the definition of “Truck.” This definition currently is found in Chapter XI, specifically 11-711. “Truck” is also currently found in the definitions for Chapter 19.38. Staff is proposing to update the definition so that a consistent definition of “Truck” is used in Chapter XI.

The current definition of “Truck” found in 11-711 is:

“As used herein, truck means any self-propelled motor vehicle designed for or used for the transportation of delivery or freight and merchandise with a gross weight in excess of three-quarter ton.”

Staff is recommending this definition be updated so as not to focus on weight but consider all vehicles that are not passenger-type vehicles as commercial vehicles and “Trucks.”

Sergeant James Carney will be in attendance at the Committee of the Whole meeting and will present a PowerPoint presentation on this topic, including pictures of various types of trucks for reference during this discussion.

PREPARED BY:

Kate Gunja
Assistant City Administrator
Date: November 25, 2014



ADMINISTRATION

Council Committee Meeting Date: December 1, 2014

Consider approval of the concept of a weekly textile recycling program

RECOMMENDED MOTION:

Option 1:

Move that city staff prepare an RFP for interested contractors/thrift operators to operate a textile recycling program with the Municipal Foundation as the benefitting organization.

Option 2:

Move that city staff negotiate an agreement with Team Thrift for a one-year textile recycling pilot program with the Municipal Foundation as the benefitting organization.

BACKGROUND:

Council will consider and discuss the possibility of initiating a city-sponsored textile recycling program. This is a new and innovative approach to diverting waste from the landfill by providing a convenient way for residents to donate used clothing, shoes, linens and small household wares.

Currently, residents have several options for donating/disposing textiles for reuse:

- Drop off at thrift store such as Goodwill, Salvation Army, Savers, Red Racks, or other place.
- Donation bins in parking lots. There are at least 3 locations in Prairie Village to drop in donation bins, but the bins are not specifically addressed within the zoning code and not encouraged as they are not regularly screened.
- Utilize a driveway pickup from charitable organization that use mail marketing or phone solicitation.

The City has provided curbside service for many years, servicing solid waste collection, compost, mixed recycling, and in a few neighborhoods, food composting. The curbside textile recycling program would provide another convenient option and will benefit the local 501(c)3 organization that supports the City.

Mid-year 2014, representatives of Team Thrift approached city staff to inquire about placing donations bins in parking lots within the City. City staff shared that while the bins are not specifically permitted or prohibited in the zoning code, the bins are not consistent with the character of our commercial areas. Several months later, Team Thrift representatives proposed the idea of launching a weekly curbside pick-up for recyclable textile materials. The materials collected could be used in a local thrift store or bundled and sold to another end user, potentially outside the country. The revenue from the collected materials would be shared between the provider and the Prairie Village Municipal Foundation, the City's non-profit supporting organization.

As part of the exploration process, staff introduced the concept to the Environmental Committee and Municipal Foundation.

PROPOSED CONCEPT:

Under an agreement, the City would be responsible for the following items:

- Help promote the program and educate residents using existing communication methods
- Support the program by answering questions or missed pick-up calls. This role is similar to the solid waste/recycling contract
- Process the revenue sharing check from provider for Municipal Foundation

The provider would be responsible for the following items:

- Provide weekly city-wide pickup of textile recycling for all residential houses. The collection would be on the same pick-up day as trash services.
- Provide staff, equipment and a truck with associated insurance and indemnity similar to the solid waste contract.
- Collect the textile donations.
- Measure the weight of donations daily.
- Provide the city with a monthly report of performance and revenue sharing.
- Pay Municipal Foundation based on the weight collected each payment period.
- Determine the best use for the collected product.

The donations would be placed in a distinct colored bag with the Foundation's logo. Pick-up would coincide with the neighborhood trash schedule. The donation bag should be placed in front of the garage doors or on the driveway. Residents will be asked to keep the bags away from the trash at the curb as it will cause confusion for the solid waste hauler. 30-gallon bags will be provided to each household at the start of the program for dispensing of old, unwanted textiles. Additional bags will be provided when recycled textiles are picked up by the provider. The hauler will also leave a 501c3 donation slip from the Municipal Foundation on each house door with donations.

The provider's trucks would be clearly marked, and services would be provided by a uniformed staff member. A customer service phone number would be established and managed by the provider to provide contact for residents.

Team Thrift representatives estimate a 2% participation rate per week with an average of two bags per participating household (70 lbs of donations). If this estimate holds, the revenue sharing would generate \$50,000-\$70,000 annually for the Municipal Foundation.

OPTIONS:

With Option 1, the city would set criteria and develop an agreement for potential bidders to review and submit proposals for a competitive bid. With this being a new and rare program, the interest level in providing the service is unknown. It would be

anticipated that the agreement would be for five years, similar to the solid waste contract. Developing a bid packet and process will take several months. The potential start date is late 2015.

With Option 2, an agreement for a 1-year pilot program with Team Thrift would be developed. As this is a new and untested program, the one-year pilot would allow the city and provider to assess the advantages and disadvantages of the program without a multi-year commitment. The one-year pilot is a riskier proposition for Team Thrift as they would be committed to staff, vehicle and equipment. The one-year arrangement would reduce implementation time and could start as early as April 2015.

Environmental Committee generated the idea of the one-year pilot program and preferred this option as the new program has risk involved and may not be as successful as anticipated.

The city's direct cost is anticipated to be minimal. Staff time would be associated with program, which includes using City social media accounts, the City website, and local news outlets to promote the program. City hall staff would also receive complaint call (and compliments) that would be coordinated with the provider.

ATTACHMENTS:

- Excerpt of presentation materials shared at Environmental Committee and the Municipal Foundation
- Minutes from Environmental Committee review of the topic
- Minutes from Municipal Foundation review of the topic
- Article about another community's experience with curbside textile pick-ups
- Several other communities in the US have initiated similar programs and a summary is attached.

PREPARED BY:

Quinn Bennion, City Administrator &
Eric Schumacher, Intern
Date: November 25, 2014

TEAM THRIFT

WHO WE ARE...

Red Racks[®]
Thrift Stores

MOUNTAIN
THRIFT



**IF YOU'RE NOT WEARING IT,
DONATE IT!**

DAV[®]
Thrift Stores



est. 1958

The FACTS about TEXTILE WASTE

The U.S. generates an average of **25 BILLION POUNDS** of textiles* per year.

* Textiles includes clothing, footwear, accessories, towels, bedding, drapes, etc.

That's about **82 POUNDS** per U.S. resident.

Of that 82 pounds...



15%

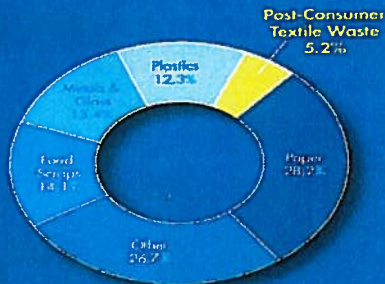
gets donated or recycled

3.8 billion lbs recovered through donation/recycling (12 lbs per person)

85% (70 pounds per person) goes to our landfills.²

That 85% adds up to about **21 BILLION POUNDS** of post-consumer textile waste (PCTW) **PER YEAR**

More than **5.2%** of all municipal solid waste generated in the U.S.



EPA Municipal Solid Waste Generation

AND THIS AMOUNT IS GROWING

Between 1999 and 2009 the volume of PCTW generated grew by 40%, while the diversion rate only increased by 2%⁴



Which is why we set our goal:



"ZERO by 2037"

SOURCES

¹ EPA 2009 FEDERAL MSW waste study: 3.8 billion lbs recovered, divided by 2010 US Census Population (311 million)
² EPA 2009 FEDERAL MSW waste study: www.epa.gov/osw/ncsl/monocap/pubs/mw2009rpt.pdf
³ EPA 2009 FEDERAL MSW waste study: www.epa.gov/osw/ncsl/monocap/pubs/mw2009rpt.pdf
⁴ EPA 2009 FEDERAL MSW waste study: www.epa.gov/osw/ncsl/monocap/pubs/mw2009rpt.pdf



Sample artwork

TEAM THRIFT



Curbside weekly pickup

- Pickups 5 days a week
- On the same day as the neighborhood trash schedule
- Provide PV 30 gallon textile recycling bags to all residents
- Provide 501 (c)3 tax receipts on behalf of PV Municipal Foundation

Mun Found Oct 14, 2014

Quinn Bennion provided an overview on a Textile Recycling program for the Foundation to consider. He shared that should the City choose to implement this program, the Municipal Foundation stands to be the beneficiary. Scott Blomquist and Dan Cogan from Team Thrift made a presentation and answered questions.

Quinn Bennion stated that Prairie Village has provided curbside trash removal, recycling, and compost collection for many years. This program would add textiles, including shoes, clothes, linens and more, to the list of items that would be collected on a weekly basis. Rather than take these items to a thrift store, they would be picked up from residents' homes each week on their designated trash removal day. The collected items are weighed, and a price would be paid per pound to the Municipal Foundation. This program has been before the Environmental/Recycle committee and has their support. The next step would be to get the approval of the City Council. Quinn Bennion introduced Scott Blomquist and Dan Cogan from Team Thrift, and asked them to provide more details.

Scott Blomquist thanked the Foundation members for allowing them to present information on curbside textile recycling. He provided a handout about the program. He expressed his compliments to the City of Prairie Village. He stated that he has spent his entire career in the thrift business. Typically, thrift stores benefit non-profits, which is a great part of the industry. He stated that many people aren't aware that when they donate items to a thrift store, only 25% of the items actually are sold in the store. The remaining items are shipped and sold to countries around the world where unwanted items are blessings to peoples' lives. The items are washed mended, repaired, and resold affordably.

Scott Blomquist stated that Team Thrift has 19 stores around the country, including stores in the Kansas City metro region. He shared facts and statistics about textiles in the landfills. On average, 85% of old clothing and textiles goes to landfills (70 pounds per person) each year. He believes that people can be taught to donate rather than throw away. Rather than donate through a bin, center, or other organization, the partnership with the City of Prairie Village would allow for items to be picked up weekly at each resident's curbside, benefiting the Prairie Village Municipal Foundation.

The program begins by asking residents to clean out wardrobes, storage units, basements, etc. as needed. A designated collection bag would be provided to residents. Full bags would be left on the porch for pick-up on the resident's regular trash pickup day. A truck would pick up items and take them to the Team Thrift warehouse to be weighed, packaged, and resold to thrift stores or shipped to Central America.

Laura Wassmer said she had traditionally thrown away items that are unusable, and this seems like a good solution for that. Scott Blomquist agreed and stated that would be a perfect option for disposal. They sell to companies who sort out the fixable items to mend. Unmendable items are pulverized and turned into new textiles, sound barriers for vehicles, etc.

Scott Blomquist stated that each donated bag is on average 35 pounds and the average household donates two bags around four times per year. They anticipate a minimum of 2% participation, approximately 14,000 pounds of recycled textiles per week. The value of the weight of the textiles is determined by exchange rate, banking restrictions, shipping costs, weight, customs, governmental controls, seasonality, demand, shipping, quality and/or packaging.

Scott Blomquist said Prairie Village would promote and educate the community about the program and provide support to program. Team Thrift would provide truck, staff, management, collections, measurement, payment, selling of product, and would assume liability.

Quinn Bennion stated that this is still in the concept phase. He wanted to ensure the Municipal Foundation members had an opportunity to hear about the program since they don't meet again until February. If approved by the City Council, it would have to go out to bid or start as a pilot project, so the service provider may or may not be Team Thrift.

Laura Wassmer asked if there was a cost to the City. Scott Blomquist said there is no cost to the City. He thinks income to the Municipal Foundation could be upwards of \$4,000 a month or \$50,000 per year, based on 2% citizen participation a year which he believes is a low estimate. Residents would also benefit by having access to a new service. Team Thrift would never make more money than the City. Laura Wassmer asked about tax deductions associated with donations. Scott Blomquist clarified that a tax deduction receipt would be provided on the door when the driver picks up the items.

Steve Noll asked how this service would impact area thrift stores. Scott Blomquist stated that at the end of the day, people still have a choice of where to donate. Laura Wassmer said that people who feel strongly about a specific charitable organization can still go forward with their traditional donation methods. She expressed her support of the concept.

A.J. LoScalzo says Prairie Village has a good momentum on green initiatives with established recycling habits. She believes that there are a lot of potential benefits to the program. Daniel Anderson said this is an excellent way to promote the brand of the Foundation. He expressed his desire to see the selected service provider help promote and support the City as they spread the word about the program through mailers, newsletters, etc. Quinn Bennion said that bags and the truck would be branded with the Municipal Foundation name and logo. Ann Lilak asked how the bags are initially distributed. Scott Blomquist suggested that it could be a service project or fundraiser for Boy Scouts or another organization. Team Thrift would be ultimately responsible for bag distribution.

Quinn Bennion stated again that the Foundation would be the beneficiary of this service. The Environmental/Recycle Committee supported starting with a one year pilot program before bidding it out. Daniel Anderson expressed support for bidding the project out to protect ourselves, since the Municipal Foundation name is on the line. Steve Noll asked about other potential bidders. Quinn Bennion said there are peer groups that may be interested. The City would set the criteria that bidders must meet, and whoever has the ability to meet the criteria would be able to bid. Bill Nulton asked for

clarification on the practicality of the material staying in this area, as we have many families who may need them in our country. Daniel Anderson expressed that we would still be helping area people, financially rather than through used item donation. Scott Blomquist said items can be sold locally or overseas, but ultimately, the majority of items end up overseas. Quinn Bennion asked if the Foundation could designate a percentage to stay local. Scott Blomquist responded that it was not likely, and would be very hard to control. He said many thrift stores are over-supplied. Dan Anderson believes we shouldn't try to dictate where it is sold and that the funds are more important. Bill Nulton asked how we would avoid people stealing donations before they are collected, like on large item pick-up day. Steve Noll said that the thrift realm has exploded, and the items on big trash day aren't typically clothing. People are trying to scrap metal or find more valuable items. Laura Wassmer believes people would be less likely to take items from a porch versus the curb. Quinn Bennion stated that with only 2% participating weekly, it would be difficult for people to take the items.

Quinn Bennion stated that there are a lot of details to hammer out in the coming months and asked if this was a project that the Municipal Foundation would like to pursue. Daniel Anderson moved to support the textiles recycling concept with the Municipal Foundation as a willing recipient and responsible for the use of the funds generated through the program. The motion was seconded by Laura Wassmer. The motion passed unanimously with Bill Nulton abstaining on the principle of keeping donated items local.

Environmental Committee Minutes from September 27th Meeting

New business: Team Thrift

- The organization is connected with several thrift stores and collection boxes.
- They proposed to the city that they could provide curbside collection of textiles, with some of the proceeds to benefit the Prairie Village Municipal Foundation.
- The city would have to do a Request for Proposal for organizations interested in participating.
- Donations would be tax-deductible. There is the risk that donations might be taken before being picked up by the organization.
- Team Thrift would be willing to meet with PVERC at our September meeting.

Clothes Recycling Goes Curbside as Demand Rises

Wendy Koch, USA TODAY 12:09 p.m. EDT April 24, 2013

Ever toss a stained T-shirt in the trash? So many Americans do that 11.1 million tons of textiles end up in landfills each year. Cities are going curbside to collect even the worn, torn and tattered.

Clothes recycling is going curbside in more U.S. towns as global prices rise for the used apparel, shoes and linens that Americans often toss in the trash.

Since September, more than a dozen local governments -- in Arizona, Massachusetts, New Jersey, Pennsylvania and Washington state -- have begun curbside pickup of textiles, often in special bags next to bins containing paper and cans. New York City has put clothing collection bins in nearly 250 apartment buildings in the last two years.

Businesses, too, are placing collection bins in parking lots and gas stations. In the last year, The North Face, H&M and other retailers have begun using in-store bins to offer customers store vouchers for donating clothes -- whatever the brand, and sometimes, whatever the condition.

The nation's robust recycling industry is increasingly targeting clothes -- even those that are stained, ripped, mismatched or out-of-fashion. Companies and non-profit groups are partnering with cities eager to reduce landfill costs. They pick up the clothes, sell or reprocess them into wiping rags and other goods, and give the cities or local charities a cut of the pie -- often pennies per pound.

"It's a trend more cities are considering," says Tom Watson, a recycling official in Washington state's King County, where the Seattle suburb of Issaquah has teamed up with waste collector CleanScapes for curbside pickups. As a result, he says non-profits such as Goodwill Industries International and Salvation Army face more competition for donations.

Queen Creek, Ariz., launched a curbside pilot project in September that collected 27,000 pounds of material in four months and earned nearly \$3,000 for both the city and its Boys and Girls Club. It partnered with United Fibers, a company that turns textiles into insulation

"This is stuff I wouldn't want to give away," says Ramona Simpson, the town's environmental programs supervisor, referring to items that are no longer wearable and wouldn't sell at Goodwill or other charity stores. She says the town, after developing a stronger bag for collecting clothes, will soon relaunch the program.

Salvation Army began partnering this year with Massachusetts' Brockton and Worcester to pick up clothes curbside. Community Recycling, a for-profit that sells clothes for reuse, started pickups in October in Pennsylvania's Newtown and a dozen neighboring communities and will do the same next month in Westville, N.J.

"Anything that is clean and dry can be reused or recycled," says Jackie King, executive director of Secondary Materials and Recycled Textiles Association, an industry group. She says nearly half of donated clothes are sold for reuse, mostly overseas where demand and prices have risen.

Goodwill's Michael Meyer says per-pound international prices vary but have risen from a low of about three cents to 20 cents. He says his non-profit, which requests "new and gently used" items to fund job

training programs, sells the "vast majority" at its stores, outlets or auctions. What's left, he says, is sold to companies that recycle the material into other products or sell them for reuse overseas.

King says the average American throws away 70 pounds of clothing, linens and other textiles each year. Textiles account for 5% of municipal waste, because only about 15% of them are recycled -- compared with 72% of newspapers and 50% of soda cans, according to the U.S. Environmental Protection Agency.

"There's a lot of room for improvement," says Jennifer Berry of Earth911.com, a website that lists, by ZIP code, places where myriad items can be recycled.

"Clothes clog our landfills. They don't decompose", says Kelly Jamieson of Planet Aid, a non-profit with bright yellow collection bins in many metro areas. "We're very privileged people. We throw away things many other people never would."

Her group placed bins on college campuses nationwide last week as part of the "OneShirt Challenge" for Earth Day, aimed at educating students on the need to recycle even the rattiest T-shirts.

"My friends just let things pile up in their rooms, which is a pretty big waste," says Jan Nguyen, a University of Maryland student who's donating old athletic shoes. She says she rarely throws anything away and uses socks that have lost their mate as chalkboard erasers.

With super-cheap manufacturing, clothes are falling apart and being thrown away at a faster rate, says Heather Rogers, author of *Green Gone Wrong: How Our Economy is Undermining the Environmental Revolution*. "There's been a transformation of clothing into a disposable item."

Watson, the Washington recycling official, says consumers should consider buying fewer but higher-quality items that will last longer, noting the average American buys at least twice as many pieces of clothing as 20 years ago. He suggests they avoid impulsive purchases, take good care of their clothes and, when possible, buy used items at thrift stores.

Textile Recycling Programs

In response to Team Thrift's proposal to begin a curbside textile recycling program in Prairie Village, research was conducted on similar programs in three localities: Queen Creek, AZ; suburbs of St. Paul, MN, and Bucks County, PA, which contains several suburb municipalities of Philadelphia. Below are summaries of the information gathered from interviews with representatives of each program.

Bucks County, PA: This program did not directly involve any municipal government. Rather, it was a joint program between George Leck & Son, Inc., a waste disposal company that serves households on a subscription basis, and Community Recycling, a company that processes recycled materials.

Numbers: According to a representative from Leck & Son (Jason Leck):

- The company served roughly 7,000 households. This included the curbside textile program.
- Though the program began on a weekly pickup schedule, this was soon decreased to a once-a-month pickup day.
- The company representative reported that between 60 and 100 households were consistently taking advantage of the program.
- The amount of materials recycled averaged about 3,500 pounds per month from 7,000 households, or a **half pound of textile material per household per month**.
- The representative reported spikes in materials during times of seasonal change, such as the back-to-school season, the beginning of fall, the end of winter and the beginning of summer.
- Although the response rate was less than 1% generally, those households that did participate often exceeded the capacity of the provided containers. Therefore, the **volume response was higher than 1%**.

Community Reaction: There was some resistance from local nonprofits that rely on donated goods, similar to the Salvation Army. Although the representative did not specify which group or groups contacted the company, he informed that a group in this sector contacted Leck claiming that the curbside recycling program was hurting the nonprofit's mission.

Publicity: Local media blasts, newspaper stories, and marketing to Leck & Son's existing customer base.

Potential Problems: According to representatives from Community Recycling and Leck & Son, there were little or no reports of theft of materials left out for pick-up.

Specifics: Each household that participated in the curbside textile recycling service received a 90-gallon container for recyclable materials. *** (follow-up).

The status of the program is currently unknown, as Leck & Son is in the process of selling their business in the area to Republic Waste Management. All numbers provided were based on past collection.

St. Paul, MN & Suburbs/Eureka Recycling Eureka Recycling is an environmentally-oriented nonprofit group in Minnesota. Several municipalities, including the cities of St. Paul and St. Louis Park, had contracted curbside recycling services to Eureka, which included textiles.

The statuses of these programs are in flux as some municipalities are opening bids to all contractors to continue the service and at least two, including St. Paul and St. Louis Park, have awarded the service to other contractors.

Numbers: In all areas served, collection was daily. The response rate was 1-2% of all eligible households. Approximately 100 tons of textiles were recycled per year, and around 10 tons per month, out of 110,000 eligible households.

Financial: Eureka had a structure for sharing revenues from sold recycled textiles with municipalities served.

Community Reaction: Almost entirely positive. The program was introduced as an additional option for achieving a desirable public goal. Not competitive in nature and not regarded as such.

Potential Problems: No substantial reports of theft—much greater problems related to aluminum recycling theft than textiles.

Queen Creek, AZ: A pilot program that has since lapsed but may begin again in early 2015. The program was a partnership between the City of Queen Creek and United Fibers. Community partners such as the Boys and Girls Club were also involved.

Numbers: According to city employee:

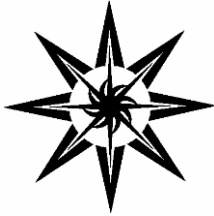
- The pilot program mailed out 6,000 textile recycling bags to be included with regular curbside recycling service.
- This resulted in 25,000 lbs (12.5 tons) of recycled textile material in a roughly 3-month span over the life of the pilot program.
- The new program would send out 15,000 bags to 9100 residential accounts, with the remaining 5900 going to community partners such as colleges and sustainable businesses.

Funding and Revenue: The city partnered with various local businesses and groups to help fund the project. In exchange, the partners would see their logos on the project's advertising materials. An important feature of the project was that part of the revenue would be shared as a donation with the local Boys' and Girls' Club. The city now saves money through this arrangement.

In addition, the contractor shares revenue with the city. Since the textiles do not need to be disposed of in a landfill, the contractor sees financial benefit, which is shared with the city.

Potential Problems: While there may have been isolated pockets with instances of theft, the city didn't experience any persistent problem. An inspector was also out every day the recycling trucks were out.

Publicity: The initial program included conventional and social media advertising. A "better-designed bag" for the re-launch of the program will be a big part of the publicity.



Consider Policy Allowing for Remote Attendance at City Council Meetings

Recommended Motion:

Move that City Council approve Council Policy #29 regarding remote participation.

Background:

At the August 18, 2014 City Council meeting, Councilmember Nelson requested that the City Council consider allowing remote participation for City Council meetings. Currently, the City has no policy to allow for remote participation in the event a councilmember is unable to physically attend, but is otherwise able to take part in deliberations and decision-making. A work group was formed consisting of Councilmembers Jori Nelson, Steve Noll, and Andrew Wang. The work group met on September 30 to discuss components of a proposed policy and research conducted by Councilmember Nelson.

The attached policy has been drafted to allow for remote participation during the City Council meetings by members of the Council. This draft policy also seeks to establish a set of rules for city staff and the Governing Body when pursuing the use of remote participation. The city does have adequate technology in place to allow for one Councilmember at a time to participate remotely. Research is being conducted on a conference bridge feature should more than one councilmember choose to participate remotely during the same meeting.

Summary of Policy:

- Remote participation is intended for council members who cannot physically attend meetings for reasons of physical illness, injury or disability, personal emergencies, military service, or geographic distance.
- Remote participation will only be used for City Council meetings.
- The Mayor or chair of the meeting is not allowed to participate remotely.
- All council members will be subject to a limit of two City Council meetings per year in which remote participation can be used.

Attachment:

Council Policy #29 on remote participation

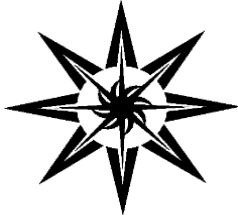
Comparison of area city's remote participation policies compiled by city staff

Prepared By:

Quinn Bennion

City Administrator

Date: November 11, 2014



City Council Policy #29: Remote Participation for City Council Meetings

Effective Date:

Approved By:

I. PURPOSE

To establish a policy allowing for and regulating remote attendance for City Council members who are not physically present at City Council meetings so they may participate in the decision process for matters of high importance to the City. Council members are strongly encouraged to physically attend meetings whenever possible.

II. RESPONSIBILITY

The City Administrator is responsible for administering the policy and making information related to remote participation available.

III. DEFINITIONS

“Remote Participation” is defined as the participation of a council member who is not physically present.

IV. POLICY

- A. To be eligible to participate in a city council meeting remotely, a council member should give 24 hours’ notice to the City Administrator or his or her designee.
- B. Remote participation is intended for council members who cannot physically attend meetings for reasons of physical illness, injury or disability, personal emergencies, military service, or geographic distance.
- C. The remote participation policy is subject to the following restrictions:
 1. Remote participation will only be used for City Council meetings. Remote participation will not be used for executive sessions, training, council retreats, workshops, field demonstrations, committee meetings, or committee of the whole meetings.
 2. A quorum, not including any remote participant(s), must be physically present for remote participation to occur. The Mayor or chair of the meeting is not allowed to participate remotely.
 3. Remote participation will not be used for any meeting that takes place outside of the Council Chamber at Prairie Village City Hall.
 4. All council members will be subject to a limit of two City Council meetings per year in which remote participation is accepted for attendance. Any meeting in which a council member utilizes the remote participation policy, whether attended in whole or in part via remote participation, will count toward the two-meeting-per-year limit specified above.
- D. A council member utilizing remote participation must be capable of fully participating in the meeting, must be able to adequately communicate with all other members of the Governing Body, city staff, or other parties present at the meeting, and should

- make all reasonable effort to be fully aware of all discussions, votes, activities, presentations, and any other conveyances of information occurring at said meeting.
- E. In the event that full participation requires the use of documents, briefs, visual presentation of information, or any information conveyed via physical media, city staff will make reasonable efforts to assist in providing council members utilizing remote participation with the information, via physical or electronic means.

V. PROCEDURES

- A. Upon request for remote attendance by a council member, and if qualifications for remote participation are met, the City Administrator will direct city staff to make accommodations for the possibility of remote attendance.
- B. Remote participants are permitted to use any method that allows them to be heard by those physically present at the meeting, and to hear all activities and discussion of the meeting clearly. Visual methods are permitted but not required.
- C. The names of any remote participant(s) will be stated during roll call and remote participation will be explicitly noted for the record. The entrance, exit, or re-entrance of the meeting by any remote participants will also be noted in the meeting minutes.
- D. The remote participant will verify at the beginning of the meeting his or her identity and confirm that he or she is able to fully participate and is not unduly influenced by others, and that his or her participation will be full and absent distraction.
- E. Should the remote participant experience technical difficulties, discussion will be suspended until the remote participant is again able to be fully present. Should technical difficulties occur, the mayor will retain authority to discontinue any remote participation and continue the meeting.
- F. In general, delays collectively lasting longer than fifteen minutes will result in discontinuation of remote participation and termination of any remote connection, at the Mayor's discretion.

Area Cities Remote Participation Information

City	Contact	Remote Attendance allowed? Yes/No, Notes
Fairway	Abbie Aldridge, Admin Clerk	Yes; Allows phone-ins
Leawood		Yes; Allowed in city code; See link below; Section 1-115 http://www.leawood.org/pdf/code/Chapter%201%20Article%201WEB.pdf
Lenexa	David Bryant, City Clerk	No; Phone link-ups do not constitute attendance
Merriam	Juli Pinnick, City Clerk	Yes; Provision in governing body rules allows for remote attendance; any councilmember using provision is questioned by City Attorney at start
Mission	Glen Cole, Intern	Yes; City recently approved remote participation policy
Mission Hills	Courtney Christensen, City Admin.	Yes; Allows phone-ins; no policy or ordinance
Olathe	Tracy Howell, City Clerk	Yes; Generally yes but no remote attendance for executive session No formal policy adopted. Also used for inclement weather
Overland Park	Elizabeth, City Clerk's Office	No; Has happened at one point under extenuating circumstances
Roeland Park	Joe Blankenship, Admin Asst.	Yes; Allows phone-ins
Shawnee	Katie Killen, Asst. City Manager	No; Has not been allowed in the past

Completed by Eric Schumacher, Management Intern, September 2014

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
December 01, 2014
7:30 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- 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 City Council minutes - November 17, 2014
- 2. Approve Resolution 2014-02 Region L Multi-Hazard Mitigation Plan
- 3. Approve the issuance of Cereal Malt Beverage Licenses for 2015
- 4. Approve corrections to the Standard Traffic Ordinance
- 5. Approve the agreement with Berberich, Trahan & Co., P.A. to audit the City's 2014 financial statements.

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

Council Committee of the Whole

Consider approval of a resolution approving the Assignment & Assumption Agreements for the Corinth Square and Village Shops Community Improvement Districts

- 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 385-4616, no later than 48 hours prior to the beginning of the meeting.

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

CONSENT AGENDA
CITY OF PRAIRIE VILLAGE

December 1, 2014

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
November 17, 2014**

The City Council of Prairie Village, Kansas, met in regular session on Monday, November 17, 2014 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

ROLL CALL

Mayor Ron Shaffer called the meeting to order and roll call was taken with the following Council members present: Ashley Weaver, Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang, Laura Wassmer, Dan Runion, David Morrison, Ted Odell and Terrence Gallagher.

Also present were: Wes Jordan, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Kate Gunja, Assistant City Administrator; Nolan Sunderman, Assistant to the City Administrator; Lisa Santa Maria, Finance Director; and Joyce Hagen Mundy, City Clerk.

Mayor Shaffer led those present in the Pledge of Allegiance.

PUBLIC PARTICIPATION

- Marc Baratta, 8335 Mission Ward stated that as a resident of Ward 5 he was greatly concerned with the comments made by David Morrison at the last meeting. The intent of his comments focused solely on the Mayor. Mr. Morrison's stated one-time lapse of judgment covered a four day period of time. His actions have cost the City thousands of dollars. Mr.

Baratta does not feel he represents Ward 5 constituents and asked for his resignation and the return of Courtney McFadden to the Council.

With no further comments from the public, public participation was closed at 7:40 p.m.

CONSENT AGENDA

David Morrison asked for the removal of item #3, Eric Mikkelson asked for the removal of items #7 & #8 and Jori Nelson asked for the removal of item #4. Ashley Weaver moved the approval of the Consent Agenda for Monday, November 17, 2014 without items # 3, 4, 7 and 8.

1. Approve Regular Council Meeting Minutes - November 3, 2014
2. Approve Claims Ordinance 2923
3. Removed
4. Removed
5. Ratify the Mayor's appointment of David Hassett to the JazzFest Committee
6. Approve the Interlocal Agreement between the City of Prairie Village and Johnson County Park & Recreation District for the use of city facilities for 50+ programming in 2015
7. Removed
8. Removed
9. Authorize staff to go out to bid for the following City services: HAVAC Services, Ice Maker Services, Pest Control Services, Portable Toilet Services and Materials Testing Services.

A roll call vote was taken with the following members voting "aye": Weaver, Nelson, Hopkins, Noll, Mikkelson, Wang, Wassmer, Runion, Morrison, Odell and Gallagher.

Mayor Shaffer called upon Councilman Morrison. David Morrison stated that he yearly objects to the contribution to the Human Service Recommendation from United Community Services and will continue to do so. He does not believe it is appropriate for the city to use taxpayer dollars to donate to not-for-profit charities. The city is obligated to provide essential services with tax dollars and not to make donations on behalf of its

residents to charities. It is the right and responsibility of individuals to determine their charitable contributions. He would like to see this matter tabled and discussed in more detail at a future meeting, noting that several cities have discontinued this practice.

Terrence Gallagher asked if this could be funded with the municipal foundation. Quinn Bennion responded it could if funds were available and the municipal foundation agreed.

Ruth Hopkins moved the City Council approve the recommendations of the UCS Grant Review Committee contained in the 2015 Human Service Recommendation Report and a contribution to UCS of \$6,825 from the 2015 Parks & Community Programs Budget. The motion was seconded by Laura Wassmer and passed by a vote of 10 to 1 with David Morrison voting in opposition.

Mayor Shaffer called upon Councilman Mikkelson.

Mr. Mikkelson noted that the City Council recently approved the purchase of a new vehicle for the new Code Enforcement position and asked whether a vehicle could be shared between the part-time Code Enforcement position and the full-time Construction Inspector. Keith Bredehoeft responded these individuals will be at different locations throughout the city with both employees spending a major portion of their day out in the field. It would not be possible to share a vehicle

Eric Mikkelson moved the City Council approve the purchase of a Ford Escape from Olathe Ford at a cost of \$23,104.00. The motion was seconded by Laura Wassmer and passed unanimously.

Mr. Mikkelson commented that he was pleased to see the authorization to bid several city services on the consent agenda and asked why this service was not bid. Chief Wes Jordan responded that this service is part of a countywide network that is

provided by Blue Valley Public Safety and the city is paying its portion of the cost for sirens located within the city. He is also not aware of any other company that provides this service.

Eric Mikkelson moved the City Council approve the agreement between the City of Prairie Village and Blue Valley Public Safety for Emergency Warning Siren maintenance in the amount of \$3,648.00. The motion was seconded by Terrence Gallagher and passed unanimously.

Mayor Shaffer called upon Councilwoman Jori Nelson. Ms Nelson noted that Mayor Shaffer sits on the UCS Board and asked if there was any other reason that the City was giving funds to UCS rather than the United Way that provides similar services.

Quinn Bennion explained that the state collects alcohol tax funds and returns a portion of those funds with restrictions on their expenditures. One third is used for Parks CIP, one third goes into the General Fund and State Statutes require that one-third of the revenue be used for alcohol or drug prevention or rehabilitation programs. The Drug and Alcoholism Council of Johnson County has created a grant review process that provides a structured and accountable system that allows organizations, through one application, access to funds from multiple jurisdictions. The distribution of these funds is determined by the City Council and is distributed through United Community Services.

Chief Jordan noted that the city's DARE Program is funded through these funds. Lisa Santa Maria noted the recent growth in this fund with the new restaurants in the shopping centers have increased available funds. Chief Jordan noted that several years ago there were two DARE officers. Ms Nelson noted the City is providing DARE services for an additional school. Chief Jordan replied that school takes the place of

Somerset Elementary which has closed. The number of schools served remains the same.

David Morrison stated he felt the administrative fee for UCS of 5.7% is high and the city could do better.

Laura Wassmer moved the City Council Approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution of UCS of \$24,000 from the 2015 Parks & Community Programs Budget. The motion was seconded by Andrew Wang and the motion was passed by a vote of 10 to 1 with David Morrison voting in opposition.

MAYOR'S REPORT

Mayor Shaffer stated that due to the length of the agenda and the uncompleted committee agenda, he would forego his report.

COMMITTEE REPORTS

Mayor Shaffer noted that the items listed on the agenda under Committee Reports were unable to be discussed at the Council Committee of the Whole Meeting. Since these items need Council action this evening, they will be presented under New Business.

There were no Committee Reports to be presented.

STAFF REPORTS

Public Safety

- Chief Jordan stated he had nothing to report.

Public Works

- Keith Bredehoeft reported that crews were prepared for the projected snowfall this past weekend. No salt was used.
- Crews have been working on leaf clean-up at drainage inlets, parks and building grounds.

Administration

- Nolan Sunderman reported that the committee on committee letters were mailed to members of the committees proposed to be eliminated informing them that the City Council would be discussing this at the December 1st Council Committee meeting.
- Kate Gunja reported the discussion on how trucks fit into the RV regulations will be held at the December 1st Council Committee meeting.
- The City Clerk received a letter from MVS asking to be placed on the December Planning Commission agenda with a request for an extension to the period of time allowed to begin construction of Mission Chateau. They will be added to the Planning Commission agenda for December 2, 2015.
- Katie Logan explained that a condition of approval of the Special Use Permit granted to MVS for Mission Chateau requires that construction begin on the project within two years of its approval. That would require construction to commence by January 26, 2016. They are contending that the filed lawsuit automatically extends that time frame. Mrs. Logan stated that she disagrees and will be sending a formal written response to their request which she will also send to the plaintiff. The letter will be posted on the Mission Chateau Project Page.
- Quinn Bennion stated that he and Council President Weaver have been discussing the agenda for the annual January Council Work session.

OLD BUSINESS

There was no Old Business to come before the City Council.

NEW BUSINESS

COU2014-47 Discuss re-bidding of the 75th Street Project 75ST0001 from State Line Road to Mission Road

Keith Bredehoeft stated at the last Council meeting the City Council considered bids for Project 75ST0001, 75th Street- Stateline Road to Mission Road. This project was selected by the Mid-America Regional Council (MARC) to receive Federal Funds in 2011. The Kansas Department of Transportation (KDOT) administers the Federal Funds for local communities in Kansas. This project was initiated by the City and

coordinated through KDOT. GBA was hired by the City as the design consultant and the 75th Street Committee provided input into the project design.

Bids were opened for this project by KDOT on October 22, 2014. At the November 3, 2014 City Council Meeting the bids that KDOT received were rejected because they were significantly above the city's estimated cost for the project. The City Council requested additional information from GBA to explain the large discrepancy between their estimate and the actual bids received and options for rebidding the project.

Cory Clark, Project Manager for the 75th Street Project, reported that KDOT would not release the actual bids; however, they were able to discuss the project with the top two bidders. Areas where GBA's estimate was significantly different from bid prices include earthwork, retaining walls, drainage items, sidewalk/ramps, and curb and gutter. Mr. Clark stated there was no one answer for the discrepancy; however, summarized five areas GBA felt were major factors. These were market corrections, increased concrete prices, contractor workload, supply and demand for materials and projects constraints/irregularities.

The construction market has been improving and in their estimates GBA did not make adjustments for this but projected a flat market. Concrete prices have increased 30% in the past two months. This would have affected any part of the project using concrete. With the increased construction activity, there is a high demand for the services of both the general contractors and sub contractors. This increased demand also creates an increased demand for supplies and materials. Mr. Clark noted this project was an infill type project of an old existing and highly travelled roadway which

created unique requirements and conditions.

Variations from the estimated costs and bid costs for grading, concrete, storm sewer and asphalt represented a total of \$1.1M. Mr. Clark briefly reviewed changes that could have been made based on hindsight from the information gathered and possible changes could be made in the rebid of the project.

Pavement Repair- Estimated reduction of \$200,000. GBA had shown the full depth pavement repair to be concrete versus asphalt and also assumed 5% of the total pavement area for repair. A significantly lower amount of pavement repair is appropriate. Utilizing asphalt for the repair is adequate and will be less expensive.

Asphalt Overlay thickness- A 3 inch mill and asphalt overlay was designed for this project. With the work WaterOne performed this year staff were able to see the pavements condition and feel the pavement is structurally sound and that a thinner wearing surface of 2 inches is adequate. This would reduce the estimate by about \$100,000.

Keith Bredehoeft noted that per KDOT, no other additional changes can be made unless significant design changes are made to the scope of the project. Changing the western limit to Windsor would not work as the elevation of the street changes in this area. With the two changes listed above staff could get the project through the final KDOT process and meet a January 2014 letting. Any significant design changes would delay the letting further into 2014 and thus would reduce the construction time period.

Mr. Bredehoeft stated staff anticipates that with the two changes mentioned above that the new bid would be less than it previously was but would still be significantly above what was originally planned. If this path is chosen, then the City Council should have the expectation to fund and award the project. Additional funds required would come from other CIP sources discussed on November 3, 2014 or as determined at the time of award. The City will need to bid and award a project to continue the utilization of the 1.6 million in federal funds.

Ted Odell expressed concern with KDOT's failure to allow changes to the project without a redesign. He stressed the importance of receiving accurate engineering estimates as they are the basis for budgeting and funding our projects. Bid documents should be written as clearly as possible, eliminating as many unknowns as possible. He would like to look at other options for the retaining walls and breaking down some of the components of the project into potential project alternates. He believes the project needs to move forward, but has concerns with raising the additional \$1.1M in funding.

Laura Wassmer questioned reducing overlay thickness on a primary roadway from 3 inches to 2 inches expressing concern with potential significant future repair costs. Mr. Bredehoeft responded that the problems on 75th Street are not base problems, but old asphalt on top of the base. The base is strong and he does not feel the reduction in the amount of asphalt will sacrifice the quality of the project. Ms. Wassmer noted an earlier reference to 3 inch overlay providing an additional 15 years of roadway life. Mr. Bredehoeft stated that statement was made in reference to residential streets, not to a major commercial thoroughfare. 75th Street has a thicker base than that found on residential streets.

Terrence Gallagher asked if staff had reviewed the priorities of the project; i.e. what needs to be included in the project vs. what would be nice to have related to the features proposed for the project. Mr. Bredehoeft replied that he believes the priorities have been reviewed in meetings with KDOT and that it would be difficult to meet the goals of the project removing some of these items.

Eric Mikkelson confirmed if rebid the bids would again come before the City Council for approval.

Ted Odell supports moving forward and rebidding the project, but feels that the rebid needs to include alternates. Mr. Bredehoeft noted that if this was 100% city funded, the city would have greater flexibility in how the project is bid. The rebid must fall within the restrictions of KDOT.

Laura Wassmer moved the City Council authorize staff to rebid Project 75ST0001: 75th Street - State Line Road to Mission Road as proposed by staff. The motion was seconded by David Morrison.

Ted Odell confirmed that Mr. Bredehoeft would discuss with KDOT the possibility of bidding some of the features as alternates.

The motion was voted on and passed by a vote of 10 to 1 with Terrence Gallagher voting in opposition.

COU2014-47 Consider Construction Contract for the Public Works Fiber Project

Keith Bredehoeft explained this project will install a City/County owned underground fiber optic connection between Public Works and City Hall. The project has been under consideration for many years and is desirable to provide better service for Public Works activities. Currently software relies on the current wireless connection between Public Works and City Hall. This connection is susceptible to weather and other factors and routinely does not operate at optimal connection speeds. With more and more software such as Springbrook, Email, Internet, and soon the new Public Works Management software a better more reliable connection is needed.

With Johnson County now providing our IT services, it has created the opportunity for the City to connect directly to Johnson County via the fiber connection. Johnson County is willing to fund \$20,000 of this installation since it will benefit the County when the future

fiber ring is constructed in this area. The fiber along Mission Road will be part of that future fiber ring for the County. As part of our installation the fiber line will also connect to Johnson County through the Johnson County Library location on Mission Road.

Mr. Bredehoeft reviewed the following potential savings that would be incurred with the installation of the proposed fiber connection of Public Works to City Hall and to Johnson County:

- The City will be able to disconnect the current \$1,200.00/month 20mb internet connection and move to the County's 100mb connection at no additional charge to the City with the County becoming the City's Internet Service Provider.
- The future Public Works Management software will require an Arc GIS Server which would not have to be purchased by the City with a connection to the County at a cost savings- \$15,000 initially plus yearly maintenance.
- The City will be able to discontinue the City's WebSense web filtering software and would be able to use the County's filtering software at a savings of \$3,750/year.
- The City will be able to disconnect the T1(Phone) line between City Hall and Public Works as a savings of at least \$200.00/month.
- Many other items related to items like firewalls, GIS, REGIS, and Intergraph will be better supported and will yield cost savings as well.

Mr. Bredehoeft stated that it is anticipated this installation would reduce related city operating expenditures by at least \$20,000 annually. Other solutions were looked into for providing a better more reliable connection between City Hall and Public Works but they would not yield all the benefits described above and that fiber would not connect to the County. The City of Shawnee did engage one private fiber agreement at a cost of approximately \$12,000 per year. Most of the fiber that Shawnee utilizes is City owned and City installed. Staff pursued an agreement with Time Warner, but they basically said it was cost prohibitive.

Given that fiber installation is not something Prairie Village has installed in the past he looked to Overland Park and Johnson County for help with this project. The City

of Overland Park has a standard agreement for fiber installation with K & W Underground. Staff proposes using that contract as the basis for the contract. Both Overland Park and Johnson County reported that K&W Underground is a reputable contractor that will provide a good product to the City. Johnson County has utilized the Overland Park contract to install fiber. City staff, Johnson County staff and K&W Underground conducted a field inspection of Public Works, the County Library, and City Hall to determine the scope of work necessary.

K&W Underground determined their cost estimate based on that meeting. Staff compared the cost for the major items from the Overland Park bid and the city's bid and found the comparison to justify the bid costs. Mr. Bredehoeft noted that since the city's project is almost one mile long K&W reduced some of the unit costs compared to the standard Overland Park Bid. The total bid for the fiber installation is \$76,666.45.

In visiting with other area cities that own and operate their fiber lines there are minimal annual maintenance costs such as Kansas One Call. The proposed funding for the project would come from City IT funds. There is \$40,000 in the 2014 budget specifically identified for this project and an additional \$20,000 that can be reallocated from other IT funds. The remaining \$20,000 will come from County funds.

Laura Wassmer moved the City Council approve a construction contract with K&W Underground, Inc., utilizing the Overland Park bid as a reference, for Project Number P5032, the Public Works Fiber Project for \$80,000 which includes \$3,333.55 for contingency. The motion was seconded by Ruth Hopkins.

Ted Odell confirmed that the proposed bid covers all the costs - labor and materials - for the installation. Eric Mikkelson expressed concern that this project was not publically bid, but in this instance felt that the due diligence of staff has addressed his concerns.

Quinn Bennion stated this item was bid by the City of Overland Park and the city followed its bid contract. He noted the city could have gone out to bid, but it does not have the in-house expertise to prepare the bid document and would have had to hire an outside consultant at an additional cost.

The motion was voted on and passed by a vote of 10 to 1 with Ted Odell voting in opposition.

COU2014-48 Consider Approval of a 457(b) Plan Document

Quinn Bennion stated that city employees can voluntarily participate in a deferred compensation 457(b) plan. The employee designates the amount to be withdrawn from their paycheck and also directs their funds within the selection of investment funds offered by the provider.

Currently the City participates in a 457(b) plan attached to the State of Kansas and operated through the KPERS office. Voya (ING) has been the state's plan provider for 30+ years. The State has selected another provider starting in January 2015.

A majority of city employees prefer to keep their personal 457(b) plans with Voya due to the level of service and familiarity. Staff was able to negotiate with Voya for the fund management rates to remain similar to the state's existing plan. The City offers a match incentive for employees with the matching funds placed in a city sponsored 401a plan. The 401a plan provider is Voya with the funds individually directed by the employee.

Mr. Bennion noted an attorney with Lathrop & Gage who reviews the City's police pension plan prepared the 457(b) plan documents which mirrors the provisions under the state's plan. The adoption agreement is for a 5 year period.

Plan fees are paid by the employee as part of their fund investments. The city supports the plan with indirect expenses such as administering the payroll process and arranging employee investment counseling sessions.

There is minimal risk associated with the City administering its own plan. The City takes on the fiduciary duty similar to the current 401a plan and Police Pension Plan. The City carries fiduciary insurance for the Police Pension Plan and the other two plans are in the process of being added. It was noted there are no additional fiduciary administrative costs as the plan would be administrated by the city's Human Resources Manager.

Mr. Bennion noted staff contacted six other cities that administer their own pension plans regarding fiduciary insurance with four of those cities stating they do not carry fiduciary coverage as the risk is too low. This could be referred to the insurance company for investigation and recommendation.

Dan Runion asked if the funds would be kept separate. Mr. Bennion replied that there is no connection to the KPERS funds. These are solely employee voluntary contributions.

Eric Mikkelson asked if action could be delayed until the cost of fiduciary insurance could be determined. Mr. Bennion stated action was necessary this evening as the change has to be made soon as the state is already preparing for the changeover and information has been distributed to employees.

Ron Shaffer asked if the insurance committee determined that fiduciary insurance was necessary could that cost be charged back to the participating employees. Mr. Bennion and Mr. Noll stated they were confident that it could not be charged back.

Andrew Wang noted this is the preference of the employees who are solely contributing their money into the fund and other cities have found the risk to be minimal. He is supportive of approving the plan.

Eric Mikkelson stated he agreed in part with Mr. Wang, but he felt the proposed board overseeing the plan should include a non-employee expert in this area or city council member. Mr. Bennion questioned the formation of another committee to oversee this plan and noted there is already a pension board in place for the police pension plan. Other city's have found the plans to carry very little risk and do not provide fiduciary insurance. He proposed that the existing police pension board, which contains a resident, a council member and an employee could also oversee this fund.

Eric Mikkelson moved the City Council approve the deferred compensation 457(b) city plan document and withdraw from the State's 457(b) plan designating the police pension board as the overseeing fiduciary board for this retirement plan. The motion was seconded by Andrew Wang and passed unanimously.

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks:

Prairie Village Arts Council	11/19/2014	7:00 p.m.
Council Committee of the Whole	12/01/2014	6:00 p.m.
City Council	12/01/2014	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present a mixed media exhibit by Jhulan Mukharji and Ada Koch in the R. G. Endres Gallery during the month of November.

The Northeast Johnson County Chamber of Commerce 2014 Annual Gala will be held on Saturday, November 22, 2014 at the Overland Park Marriott.

Save the date for the Mayor's Holiday Tree Lighting on Thursday, December 4, 2014 from 6 p.m. to 7 p.m.

The annual Gingerbread House decorating parties on Sunday, December 7, 2014 at 1:30 p.m. OR 3:00 p.m.

City offices will be closed on Thursday, November 27th & November 28th for the Thanksgiving Holiday.

Deffenbaugh will observe the Thanksgiving Day holiday. Regular trash pickup for Thursday and Friday will be on Friday and Saturday.

Due to the winter holidays, the Environment/Recycle Committee will combine their November and December meetings into a single meeting on Wednesday, December 3rd at 7 p.m. in the MPR.

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



ADMINISTRATION

City Council Meeting: December 1, 2014

Consent Agenda: Consider Approval of Resolution 2014-02 Region L Multi-Hazard Mitigation Plan

RECOMMENDATION

Move that City Council approve Resolution 2014-02 Region L Multi-Hazard Mitigation Plan.

BACKGROUND

City Staff was involved in developing the Region L Multi-Hazard Mitigation Plan which includes Johnson County, Wyandotte County, and Leavenworth County. The local mitigation plan is the representation of the jurisdiction's commitment to reduce risks from natural hazards, serving as a guide for decision makers as they commit resources to reducing the effects of natural hazards. Local plans will also serve as the basis for the State to provide technical assistance and to prioritize project funding.

The full document can be accessed online through the Johnson County Emergency Management website: <http://www.jocogov.org/dept/emergency-management/emergency-management-program/county-emergency-plans/mitigation-plan>

The plan has four goals:

1. Reduce or eliminate risk to the people and property of Region L from the impacts of the identified hazards in this plan.
2. Strive to protect all vulnerable populations, structures, and critical facilities in Region L from the impacts of the identified hazards.
3. Improve public outreach initiatives to include education, awareness and partnerships with all entities in order to enhance understanding of the risk the Region faces due to the impacts of the identified hazards.
4. Enhance communication and coordination among all agencies and between agencies and the public.

A formal resolution to adopt the regional plan allows eligibility to receive potential mitigation funding (should it become available). Each participating jurisdiction in a "multi-jurisdictional" plan requesting approval must document that it has been formally adopted under CFR §201.6(c)(5). As a participating jurisdiction in the Region L plan, this resolution becomes the City's formal documentation under that requirement. It is important for each local jurisdiction that participated to have a resolution so that each community has the benefits of adopting the plan without having to write it. Every resolution received at the County-level is then delivered to the Emergency Management counterpart at the State level. The regional mitigation plan was approved by FEMA and was adopted by the Johnson County BOCC on April 24, 2014.

ATTACHMENTS

Resolution 2014-02, Executive Summary from the Region L Multi-Hazard Mitigation Plan.

PREPARED BY

Nolan Sunderman

Assistant to the City Administrator

Date: 11/18/14

**CITY OF PRAIRIE VILLAGE
Resolution 2014-02**

Adopting the Region L Multi-Hazard Mitigation Plan

Whereas, the City of Prairie Village recognizes the threat that natural hazards pose to people and property within our community; and

Whereas, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

Whereas, the U.S. Congress passed the Disaster Mitigation Act of 2000 (“Disaster Mitigation Act”) emphasizing the need for pre-disaster mitigation of potential hazards;

Whereas, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

Whereas, an adopted Multi-Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

Whereas, the City of Prairie Village fully participated in the FEMA prescribed mitigation planning process to prepare this Multi-Hazard Mitigation Plan; and

Whereas, the Kansas Division of Emergency Management and the Federal Emergency Management Agency Region VII officials have reviewed the “Region L Multi-Hazard Mitigation Plan,” and approved it contingent upon this official adoption of the participating governing body; and

Whereas, the City of Prairie Village desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Region L Multi-Hazard Mitigation Plan; and

Whereas, adoption by the Governing Body for the City of Prairie Village demonstrates the jurisdictions’ commitment to fulfilling the mitigation goals and objectives outlined in this Multi-Hazard Mitigation Plan.

Whereas, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

Now, therefore, be it resolved, that the City of Prairie Village, Kansas adopts the “Region L-Hazard Mitigation Plan” as an official plan; and

Be it further resolved, the City of Prairie Village, Kansas will submit this Adoption Resolution to the Kansas Division of Emergency Management and Federal Emergency Management Agency Region VII officials to enable the plan's final approval.

ADOPTED THIS _____ DAY OF DECEMBER, 2014.

By: _____
Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

Executive Summary

The Regional Hazard Mitigation Plan is a multi-jurisdictional plan written and prepared with the participation of Johnson, Leavenworth, and Wyandotte County governments and the following communities, school districts, special districts, universities:

Johnson County	
	USD229
• *City of DeSoto	USD230
• *City of Edgerton	USD231
• *City of Fairway	USD232
• *City of Gardner	USD233
• *City of Lake Quivira	USD 512
• *City of Leawood	
• *City of Lenexa	
• *City of Merriam	
• *City of Mission	
• *City of Mission Hills	
• *City of Mission Woods	
• *City of Olathe	
• *City of Overland Park	
• *City of Prairie Village	
• *City of Roeland Park	
• *City of Shawnee	
• *City of Spring Hill	
• *City of Westwood	
• *City of Westwood Hills	
• *County	
• *Consolidated Fire District No. 2	
• *Fire District No. 1	
• *Fire District No. 2	
• *Fire District No. 3	
• *Johnson County Community College	
• *University of Kansas Edwards Campus	
• *KSSDB (Blind) (common) (common to Johnson County and Wyandotte County)	
Leavenworth County	
• *City of Basehor	*USD207
• *City of Easton	*USD449
• *City of Lansing	*USD453
• *City of Leavenworth	*UDF458
• *City of Linwood	*USD464
• *City of Tonganoxie	*USD469
• *County	*University of Saint Mary
• *RWD 7	
Wyandotte County	
• *Board of Public Utilities	
• *City of Bonner Springs	
• *City of Edwardsville	
• *Fairfax Drainage District	

• *Kansas City Community College
• *KSSDB (Blind) (common) (common to Johnson County and Wyandotte County)
• *Kansas University Medical Center
• *Kaw Valley Drainage District
• *Unified Government of Wyandotte County and Kansas City, Kansas
• *University of Kansas Hospital
• Kansas City Power and Light
• Kansas Gas Service
• *USD 204 Bonner-Edwardsville
• *Lake Quivira
Non-Profit
Heart of America Boy Scouts

This Regional Hazard Mitigation Plan profiles the 22 hazards which the State of Kansas has identified as being the greatest threats to lives and property within its borders. These hazards were evaluated with regard to historical occurrences, probability, magnitude, duration, warning time, existing mitigation strategies, and the potential impacts on each jurisdiction.

The mitigation strategy contained within this update was developed through the consideration of potential threats, hazards, resources, and the willpower available to mitigate their effects. The planning committee for the Region has defined the following goals to support this mitigation strategy:

- **Goal 1:** Reduce or eliminate risk to the people and property of Region L from the impacts of the identified hazards in this plan.
- **Goal 2:** Strive to protect all vulnerable populations, structures, and critical facilities in Region L from the impacts of the identified hazards.
- **Goal 3:** Improve public outreach initiatives to include education, awareness and partnerships with all entities in order to enhance understanding of the risk the Region faces due to the impacts of the identified hazards.
- **Goal 4:** Enhance communication and coordination among all agencies and between agencies and the public.

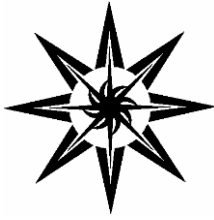
Mitigation actions have been developed and prioritized to further the goals of the overall mitigation strategy in each jurisdiction.

Upon a final draft approval by FEMA, the Regional Hazard Mitigation Plan will be formally adopted by each of the participating jurisdictions.

This plan will be updated in five years, as required by FEMA. It will be evaluated and maintained on an annual basis prior to this update.

Prerequisites: Regional Plan Adoption

Requirement §201.6(c)(5):	<i>For multi-jurisdictional plans, each jurisdiction requesting approval of the plan must document that it has been formally adopted.</i>
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City Clerk

Council Meeting Date: December 1, 2014
Consent Agenda

Approve the issuance of Cereal Malt Beverage Licenses for 2015 to the following businesses

RECOMMENDATION

Staff recommends the City Council approve the issuance of Cereal Malt Beverage Licenses for 2015 to the following businesses:

Four B Corp - Hen House 22 located at 4050 W 83rd Street
Four B Corp - Hen House 28 located at 6950 Mission Rd
Hy-Vee Inc - Store located at 7620 State Line Rd
Walgreen Co - Store #13032 located at 4016 W 95th Street
Riamann Liquors of Prairie Village located at 3917 Prairie Lane

BACKGROUND

The State of Kansas requires a Cereal Malt Beverage license for each business selling cereal malt beverages. The listed businesses have submitted an application for a 2015 Cereal Malt Beverage License to allow for the sale of beer in unopened original containers only. This application is being submitted in accordance with Prairie Village Municipal Code 3-202. The applications are available for review in the City Clerk's Office.

ATTACHMENTS

None

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: November 20, 2014



MUNICIPAL COURT / POLICE DEPARTMENT

**Council Meeting Date: December 1, 2014
Consent Agenda**

Consider Ordinance 2319 correcting typos in 2014 STO

In November the League of Kansas Municipalities notified its members of a typographical error in the 2014 Standard Traffic Ordinance.

Prior to Correction, Article 5, Section 23 reads:

Sec. 23. Accident Involving Death or Personal Injuries; Penalties.

(a) The driver of any vehicle involved in an accident resulting in injury to, great bodily harm to or death of any person or damage to any attended vehicle or property shall immediately stop such vehicle at the scene of such accident, or as close thereto as possible, but shall then immediately return to and in every event shall remain at the scene of the accident until the driver has fulfilled the requirements of Section 25.

(b) A person who violates subsection (a) when an accident results in:

(c) The driver shall comply with the provisions of section 26.1. (K.S.A. Supp. 8-1602)

(1) Total property damages of less than \$1,000 shall be punished as provided in Section 201.

(2) Injury to any person or total property damages in excess of \$1,000 or more shall be punished by imprisonment for not more than one year or by a fine of not more than \$2,500, or by both such fine and imprisonment.

The typo is that subsection (c) is in the wrong place, and should follow subsections (1) and (2) of subsection (b).

This correction is made in the attached Ordinance.

ATTACHMENT

Ordinance 2319

PREPARED BY

Katie Logan
City Attorney

November 19, 2014

ORDINANCE NO. 2319

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS ADDING A NEW SECTION 11-608 TO ARTICLE 6 OF CHAPTER XI.

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

SECTION ONE

Article 6 of Chapter XI, Section 11-608 is added to the Code of the City of Prairie Village to read as follows:

**11-608. ACCIDENT INVOLVING DEATH OR PERSONAL INJURIES;
PENALTIES**

Article 5, Section 23 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2014, which was incorporated by Ordinance No. 2316, is amended to read as follows:

Sec. 23. Accident Involving Death or Personal Injuries; Penalties.

(a) The driver of any vehicle involved in an accident resulting in injury to, great bodily harm to or death of any person or damage to any attended vehicle or property shall immediately stop such vehicle at the scene of such accident, or as close thereto as possible, but shall then immediately return to and in every event shall remain at the scene of the accident until the driver has fulfilled the requirements of Section 25.

(b) A person who violates subsection (a) when an accident results in:

(1) Total property damages of less than \$1,000 shall be punished as provided in Section 201.

(2) Injury to any person or total property damages in excess of \$1,000 or more shall be punished by imprisonment for not more than one year or by a fine of not more than \$2,500, or by both such fine and imprisonment.

(c) The driver shall comply with the provisions of section 26.1. (K.S.A. Supp. 8-1602)

SECTION TWO

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 _____, 2014.

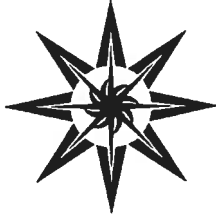
Ronald L. Shaffer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney



ADMINISTRATION

Council Meeting Date: December 1, 2014

CONSENT AGENDA - Consider Agreement with Berberich, Trahan & Co., P.A. to Audit the City's 2014 Financial Statements

SUGGESTED MOTION

Move that the Council approve the agreement with Berberich, Trahan & Co., P.A. to audit the City's 2014 financial statements.

BACKGROUND

KSA 75-1124 requires the City to have an annual audit. In 2012, the City issued a Request for Proposals for auditing services and selected Berberich, Trahan & Co., for the 2012 audit. The engagement was for a three (3) year contract with two (2), one (1) year options to renew (2013 and 2014). Renewal is subject to an annual review, the concurrence of the City Council and the annual availability of an appropriation. The firm performed the audit of the 2012 and 2013 financial statements.

Staff noted that BT& Co. services have been satisfactory. Staff recommends maintaining the services of the auditor for 2014 financial statements.

The proposed fee for the 2014 audit is \$23,310, a 3% increase over the cost of the 2013 audit (\$22,634). This agrees with the fee schedule that was submitted during the RFP process.

FUNDING SOURCE

Funding for the financial statement audit is included in the 2014 budget for the Financial Management Program.

ATTACHMENTS: Agreement with Berberich Trahan & Co., P.A.

Prepared By: Lisa Santa Maria, Finance Director Date: November 25, 2014



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

November 17, 2014

Mayor and City Council
City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Kansas 66208

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the City of Prairie Village, Kansas (the City), which comprise governmental activities of each major fund and the aggregate remaining fund information as of and for the year ended December 31, 2014 which collectively comprise the basic financial statements. We will also apply certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America and will report on whether supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the "Kansas Municipal Audit and Accounting Guide." Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

BERBERICH TRAHAN & CO., P.A.

3630 SW Burlingame Rd., Topeka, KS 66611-2050

T 785-234-3427 toll-free 800-530-5526

F 785-233-1768

btandco@cpa.com

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
- c. To provide us with:
 - (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - (2) Additional information that we may request from management for the purpose of the audit; and
 - (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.



Management is responsible for the preparation of the RSI and supplementary information presented in accordance with accounting principles generally accepted in the United States of America. Management agrees to include the auditor's report on the RSI or supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI or supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The City Council is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend that we be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Berberich Trahan & Co., P.A., our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Berberich Trahan & Co., P.A. also has not performed any procedures relating to this [official statement] [memorandum].

Because Berberich Trahan & Co., P.A. will rely on the City and its management to discharge the foregoing responsibilities, the City holds harmless and releases Berberich Trahan & Co., P.A., its directors, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management which has caused, in any respect, Berberich Trahan & Co., P.A.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

The City's Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.



The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, will be discussed and coordinated with Lisa Santa Maria, Finance Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

If, in connection with our audit, you request us to perform accounting services necessary for the preparation of the financial statements (such as maintaining depreciation schedules, drafting the financial statements, etc.), you agree to designate an appropriate individual to oversee the services, make all management decisions involved in those services, evaluate the adequacy and results of the services, and accept responsibility for the results of the services.

Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from City personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. We propose that our fee for this audit engagement, which includes out-of-pocket expenses, will be \$ 23,310. The quoted fee for the year ended December 31, 2014 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the City has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment. No changes will be made to the fee without discussion with you regarding the proposed change. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In accordance with our policy, a finance charge of 1% per month will be applied to balances that are over 60 days old. Payments will be applied first to the accrued finance charges and then to outstanding invoices.



In the event we are requested or authorized by the City or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You have informed us that you intend to prepare a comprehensive annual financial report (CAFR) and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program. Our association with the CAFR is to consist of performing a review of the CAFR to insure its readiness for submission.

Claim Resolution

The City and Berberich Trahan & Co., P.A. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by Berberich Trahan & Co., P.A. or the date of this arrangement letter if no report has been issued. The City waives any claim for punitive damages. Berberich Trahan & Co., P.A.'s liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to Berberich Trahan & Co., P.A. for the services rendered under this arrangement letter.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The City and Berberich Trahan & Co., P.A. both agree that any dispute over fees charged by Berberich Trahan & Co., P.A. to the City will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by Berberich Trahan & Co., P.A., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

This letter constitutes the complete and exclusive statement of agreement between Berberich Trahan & Co, P.A. and the City, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Mayor and City Council
City of Prairie Village, Kansas
Page 6



Please sign and return the enclosed copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

A handwritten signature in black ink that reads "Karen K. Linn". The signature is written in a cursive style with a large initial "K".

Karen K. Linn
Managing Director

KKL:tls
Enclosures

Confirmed on behalf of the City of Prairie Village, Kansas:

Signature

Date



ADMINISTRATION

Committee of the Whole Date: November 17, 2014
City Council Meeting Date: December 1, 2014

Consider approval of a resolution approving the Assignment & Assumption Agreements for the Corinth Square and Village Shops Community Improvement Districts

RECOMMENDED MOTION:

Move for approval of a resolution approving the Assignment & Assumption Agreements for the Corinth Square and Village Shops Community Improvement Districts.

UPDATE SINCE NOVEMBER 17, 2014 COMMITTEE OF THE WHOLE:

During the discussion regarding this item at the November 17 Committee of the Whole (COW) meeting, there were three specific requests made of First Washington:

- 1) Summary or proof of proposed insurance required by the CID agreements
- 2) Review of audited financial statements of Global Retail Investors (GRI)
- 3) A guaranty of the performance of the special purpose entities (LLC's)

See Attachments for Item 1. To facilitate the second item, First Washington arranged for Councilmembers to review/inspect Global Retail Investors (GRI) audited financial statements. For Item 3, the Guaranties are attached as Exhibit B to each Assignment and Assumption Agreement (also included in the Attachments). A representative from First Washington will be at the meeting to answer questions.

BACKGROUND:

In August, 2014, City Staff was provided with initial information indicating that the owners of Corinth Square and the Village Shops were in discussions with First Washington Realty, Inc regarding a possible sale of the shopping centers.

On November 5, 2014, the City of Prairie Village received official notification from Curtis Petersen representing PV Retail Partners, LLC, CSN Retail Partners, LLC and CSS Retail Partners, LLC, of the plans to sell Corinth Square and the Village Shops to First Washington Realty, Inc. and requesting a transfer of assignment of the Development Agreements. A copy of this notification is attached.

The following transfer language is contained in the Corinth Square and Village Shops Development Agreements. A full copy of the Development Agreements, including the transfer language can be found on the City website.

Article V

Assignment: Transfer

Section 5.01. Transfer of Rights & Obligations

A. Restrictions on Assignment of Rights and Certain Obligations. *The Developer's rights hereunder, and the Developer's obligations to construct Project A under **Sections 2.03 and 3.02**, indemnify the City under **Section 7.01**, provide easements for the Trail Project under **Section 7.04**, and incur costs for Arts Projects under **Section 7.05**, may not be assigned, in whole or in part, to another entity, without the prior approval of the Governing Body of the City by resolution. The Governing Body shall provide such consent unless a proposed assignee does not have qualifications and financial responsibility, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer being assigned. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for the benefit of the City, assume all of the obligations of the Developer being assigned. The Developer shall be relieved from any assigned obligations upon a determination by the Governing Body of the City that the assignee has the qualifications and financial responsibility adequate to fulfill the obligations of the Developer being assigned and the proposed assignee has provided the City with the written assumption mentioned above. The Developer agrees, at Developer's cost, to promptly record all assignments in the office of the Register of Deeds of Johnson County, Kansas, in a timely manner following the execution of such agreements.*

.....

F. Time of Performance for City's Approval Rights. *The City's approval rights under Subsection A of this Section must be exercised in the form of a written consent or rejection within sixty (60) days of receipt of written notice from the Developer or the City shall be deemed to have consented to the Developer's proposed assignment for purposes of this Agreement.*

On September 29, 2014, the Prairie Village Finance Committee met to discuss the information desired for the City Council to make its determination whether an assignee has the qualifications and financial responsibility adequate to fulfill the obligations of the CIDs. Staff recommended the selection of a consulting firm familiar with such transactions to assist in collection and assessment of the data. At that meeting, the Committee recommended Ted Murray, CEO of Colliers International as the consultant to review the proposed assignee, First Washington. Mr. Murray was asked to:

- Review the CID documents
- Inventory the Developer obligations
- Research First Washington including information on the overall company, real estate activities of the Company and if the Company has the skill set to meet the Developer obligations contained in the CID
- File a report for the City Council
- Addendum – Review of audited financial statements

A copy of this report is attached and includes a copy of Mr. Murray's qualifications. Mr. Murray will be in attendance at Monday's meeting to answer questions.

ATTACHMENTS:

- Resolution approving the Assignment & Assumption Agreements for the Corinth Square and Village Shops Community Improvement Districts
- Assignment and Assumption Agreement – Corinth Square CID, Revised since Nov. 17 COW meeting, marked and final draft versions attached
- Assignment and Assumption Agreement – Village CID, Revised since Nov. 17 COW meeting, marked and final draft versions attached
- Request for CID reassignment submitted by Curtis Petersen, Polsinelli
- First Washington Realty Profile sheet
- Report from Colliers International

New attachments since Nov. 17 COW meeting:

- Proof of proposed insurance
- Addendum to the November 17 Report from Colliers International

PREPARED BY:

Kate Gunja
Assistant City Administrator
Date: November 26, 2014

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF PRAIRIE VILLAGE, KANSAS,
APPROVING A CORINTH CID ASSIGNMENT AND ASSUMPTION
AGREEMENT AND A VILLAGE CID ASSIGNMENT AND
ASSUMPTION AGREEMENT**

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

1. The Governing Body consents to and approves each of the following

A. Assignment and Assumption Agreement dated the __ day of _____, 201_ and by and among CSN RETAIL PARTNERS, LLC, a Kansas limited liability company and CSS RETAIL PARTNERS, LLC, a Kansas limited liability company (collectively, "Assignor"), and GRI CORINTH NORTH, LLC, a Delaware limited liability company and GRI CORINTH SOUTH, a Delaware limited liability company (collectively "Assignee"), and the City of Prairie Village, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (the "City") (the "Corinth CID Assignment and Assumption Agreement"), a copy of which is attached to this Resolution; and

B. Assignment And Assumption Agreement dated the __ day of _____, 201_ by and among PV RETAIL PARTNERS, LLC, a Kansas limited liability company ("Assignor"), and GRI PRAIRIE VILLAGE, LLC, a Delaware limited liability company ("Assignee"), and the City of Prairie Village, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (the "City"), (the "Village CID Assignment and Assumption Agreement"), a copy of which is attached to this Resolution.

2. The Mayor is authorized to execute the Corinth CID Assignment and Assumption Agreement and the Village CID Assignment and Assumption Agreement on behalf of the City.

PASSED, ADOPTED AND APPROVED by the Governing Body of the City of Prairie Village, Kansas this __ day of December, 2014.

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

COVER PAGE

MARKED VERSION

**ASSIGNMENT & ASSUMPTION AGREEMENT
FOR THE CORINTH SQUARE COMMUNITY IMPROVEMENT DISTRICT
DEVELOPMENT AGREEMENT**

_____, 201_

GRANTOR:

**CSN Retail Partners, LLC
CSS Retail Partners, LLC**

Address of Grantors:

c/o Landmark Retail Properties, LLC
3955 West 83rd Street
Prairie Village, Kansas 66208

GRANTEE:

**GRI CORINTH NORTH, LLC
GRI CORINTH SOUTH, LLC**

Address of Grantee:

Attn: Jeffrey S. Distenfeld
c/o First Washington Realty, Inc.
4350 East-West Highway, Suite 400
Bethesda, MD 20814

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS

Address of City:

Attn: City Administrator
City Hall
7700 Mission Road
Prairie Village, KS 66208

LEGAL DESCRIPTION:

See Exhibit A attached to the document to which this cover page is attached.

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Corinth Square Community Improvement District)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is dated the ___ day of _____, 201_ and is made by and among CSN RETAIL PARTNERS, LLC, a Kansas limited liability company and CSS RETAIL PARTNERS, LLC, a Kansas limited liability company (collectively, "Assignor"), and GRI CORINTH NORTH, LLC, a Delaware limited liability company and GRI CORINTH SOUTH, a Delaware limited liability company (collectively "Assignee"), and the City of Prairie Village, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (the "City").

RECITALS

A. Assignor, as "Developer", and the City entered into that certain Development Agreement dated September 20, 2010, which was amended by that certain First Amendment to Development Agreement dated as of January 24, 2012 (as amended, the "Corinth CID Development Agreement"), which provided for the redevelopment of Corinth Square Shopping Center in Prairie Village, Kansas through formation of the Corinth Square Community Improvement District (the "District"). The boundaries of the District are described on Exhibit A attached hereto.

B. In connection with and subject to the transfer of title to all of the property owned by Assignor within the District to Assignee, the Assignor wishes to assign its rights, duties and obligations under the Corinth CID Development Agreement to Assignee, and Assignee wishes to accept the assignment and assume all of Assignor's rights, duties and obligations as Developer under the Corinth CID Development Agreement pursuant to this Assignment.

C. The Corinth CID Development Agreement provides that the Developer's rights and certain of the Developer's obligations thereunder, may not be assigned, in whole or in part, to another entity, without the prior approval of the Governing Body of the City by resolution, and that the Governing Body shall provide such consent unless a proposed assignee does not have qualifications and financial responsibility, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer being assigned.

D. By Resolution No. _____ approved by the Governing Body of Prairie Village, Kansas on _____, 2014, the Governing Body consented to and approved the parties' execution of this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Assignment in full and form an integral part hereof.

2. Definitions and Effective Date. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Corinth CID Development Agreement. The "Effective Date" of this Assignment shall mean the date Assignee acquires title to all of the

property ~~comprising~~ owned by Assignor within the District, provided that the Effective Date shall not be later than March 31, 2015.

3. Assignment by Assignor. Assignor hereby assigns to the Assignee all of the Assignor's rights, duties, interests and obligations under the Corinth CID Development Agreement, including, but not limited to, rights, from and after the Effective Date, to receive distributions from the Corinth Square CID Developer Projects Fund to reimburse CID expenses submitted to the City but not reimbursed to Assignor prior to the Effective Date, subject to City approval of such expenses as set forth in the Corinth CID Development Agreement.

4. Assumption by Assignee. Assignee hereby accepts such assignment from Assignor and expressly covenants to the City and Assignor, on behalf of itself, its successors and assigns, that Assignee assumes and agrees to perform those rights, duties, interests and obligations of the Assignor under the Corinth CID Development Agreement initially accruing or arising on or after the Effective Date of this Assignment. As of the Effective Date, all references to Developer in the Corinth CID Development Agreement shall refer to Assignee.

5. Assignor Indemnity. Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its successors and assigns, from and against any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever, in law and in equity, incurred or suffered by Assignee, its successors and assigns or any of them, arising out of or in connection with the Corinth CID Development Agreement as to obligations initially arising or events occurring prior to the Effective Date of this Assignment.

6. Assignee Indemnity. Assignees agrees to protect, defend, indemnify and hold harmless Assignor, its successors and assigns, from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fee), court costs, suits, judgments, liability, claims and demands whatsoever, in law and in equity, incurred or suffered by Assignor, its successors and assigns or any of them, arising out of or in connection with the Corinth CID Development Agreement as to obligations arising or events initially occurring from and after the Effective Date of this Assignment.

7. City's Consent and Release. The City hereby consents to the assignment by Assignor to Assignee of Assignor's rights, duties, interests and obligations as Developer under the Corinth CID Development Agreement as of the Effective Date, and, except as provided in this section, as of the Effective Date releases Assignor from all of Assignor's rights, duties, interest and obligations under the Corinth CID Development Agreement as of the Effective Date. The City does not release Assignor from any Developer Event of Default of which the City has no knowledge on the date hereof or from its obligations pursuant to Section ~~7.02-7.01~~ of the Corinth CID Development Agreement to indemnify the City for matters occurring prior to the Effective Date, and Assignor acknowledges and agrees that such obligations survive the Effective Date of this Assignment. ~~Notwithstanding anything contained herein to the contrary, the City's consent to this Assignment and release will be null and void and of no force and effect if (a) on or before March 31, 2015, the City Clerk has not received from Assignor or Assignee a copy of a recorded deed confirming that all of the property owned by Assignor in the District has~~

~~been conveyed to Assignee on or before March 31, 2015, or (b) a Developer Event of Default occurs after the date hereof and prior to the Effective Date.~~

8. Conditions Precedent to City's Consent and Release. As conditions precedent to City's consent and release set forth in Section 7,

(a) Global Retail Investors, LLC, a Delaware limited liability company and sole member of Assignee, ("Guarantor") shall have executed and delivered to the City a Guaranty in the form attached hereto as Exhibit B;

(b) On or before March 31, 2015, Commonwealth Land Title Insurance Company shall have delivered to the City Administrator and the City Attorney confirmation that a deed conveying all of the property owned by Assignor in the District, and this Assignment, have been recorded in the office of the Register of Deeds of Johnson County, Kansas, and as soon thereafter as practical Assignee shall cause Commonwealth Land Title Insurance Company to deliver to the City the recorded Assignment and a copy of the recorded deed;

(c) Guarantor shall deliver to the City Clerk a copy of the resolution of the sole manager of the Guarantor, dated as of the Effective Date, authorizing the execution, delivery and performance by Guarantor of the Guaranty; and

(d) There shall have been no Developer Event of Default discovered by the City prior to the Effective Date that was not timely cured within any applicable cure period.

9. ~~8.~~ Assignor Release. The Assignor acknowledges and agrees that the City shall have no duties or obligations to Assignor under the Corinth CID Development Agreement on or after the Effective Date, and as of the Effective Date Assignor releases the City from all of City's obligations to Assignor under the Corinth CID Development Agreement.

10. ~~9.~~ Assignee Release of City. The Assignee acknowledges and agrees that it has no right to receive distributions from the Corinth Square CID Developer Projects Fund made by the City prior to the Effective Date, including but not limited to any such distributions received by Assignor after the Effective Date, and releases all claims against the City relating to such distributions.

11. ~~10.~~ Obligation of Assignor. The Assignor will promptly remit and send to Assignee any and all payments, funds, assets, notices, reports and other documents and information received by the Assignor or its agents or representatives after the Effective Date pertaining to or affecting the Corinth CID Development Agreement.

12. Assignor Acknowledgment. Assignor confirms and acknowledges to City and to Assignee the following:

a. The Corinth CID Development Agreement is in full force and effect and has not been amended or modified.

b. No Developer Event of Default or, to the best of Developer's knowledge, City Event of Default has occurred and is continuing under the Corinth CID Development Agreement, and there has been no occurrence which, with the passing of time or the delivery of notice, would constitute a Developer Event of Default or, to the best of Developer's knowledge, a City Event of Default under the Corinth CID Development Agreement.

13. City Acknowledgment. The City confirms and acknowledges the following:

a. The Corinth CID Development Agreement is in full force and effect and has not been amended or modified.

b. No City Event of Default, and to the best of the City's knowledge, no Developer Event of Default, has occurred and is continuing under the Corinth CID Development Agreement, and there has been no occurrence which, with the passing of time or the delivery of notice, would constitute a City Event of Default, or, to the best of City's knowledge, a Developer Event of Default, under the Corinth CID Development Agreement. As used in this Assignment the phrase "City's knowledge" means the actual knowledge of facts or other relevant information by Quinn Bennion, the City Administrator and Kate Gunja, the Assistant City Administrator, without any duty to further investigate or inquire.

14. Assignee Representations and Warranties. Assignee represents and warrants to City and Assignor the following:

a. Assignee has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to assume and perform rights, duties, interests and obligations of the Assignor under the Corinth CID Development Agreement.

b. Assignee has the qualifications and financial responsibility necessary and adequate to fulfill the obligations of the Developer being assigned ~~it~~ to and assumed by Assignee.

c. From and after the Effective Date, it shall be bound by the provisions of the Corinth CID Development Agreement as "Developer" thereunder.

d. ~~Assignor~~ Assignee has received a copy of the Corinth CID Development Agreement, together with copies of all City records it has requested relating to the Corinth CID Development Agreement.

15. Amendment to Section 8.01 of Village CID Development Agreement. The parties hereto agree that as of the Effective Date, Section 8.01 "Developer Event of Default" of the Village CID Development Agreement is amended to add the following at the end of said section:

"Developer Event of Default" shall also mean a default by Global Retail Investors, LLC, a Delaware limited liability company, ("Guarantor") under that certain Guaranty of Payment and Performance Obligations for the benefit of the City effective as of the

Effective Date (as defined therein) of an Assignment and Assumption Agreement for the Corinth CID Development Agreement among CSN Retail Partners, LLC and CSS Retail Partners, LLC, collectively as Assignor, GRI Corinth North, LLC and GRI Corinth South, LLC, collectively as Assignee, and the City, and continuance of such default or breach for a period of 30 days after City has delivered to Developer and Guarantor a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Guarantor is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Guarantor shall promptly upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

16. 4. Amendment to Section 8.03 of Development Agreement. The parties hereto acknowledge and agree that Section 8.03A.(i) of the Corinth CID Development Agreement as executed incorporates a typographical error requiring correction, and hereby agree to amend said section by deleting the following clause:

“from the Corinth Square CID Developer Projects Fund, or if Obligations have been issued, from Bond Proceeds, until the Event of Default has been cured.

action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by City resulting from such Developer Event of Default provided, the Developer’s liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote or consequential damages.”

and substituting the following therefor:

“The City shall have the right to suspend disbursements to the Developer from the Corinth Square CID Developer Projects Fund, or if Obligations have been issued, from Bond Proceeds, until the Event of Default has been cured.

The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights of interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default provided, the Developer’s liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote or consequential damages.”

17. 5. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Assignee:

GRI Corinth North, LLC
GRI Corinth South, LLC
Attn: Jeffrey S. Distenfeld
c/o First Washington Realty, Inc.
4350 East-West Highway, Suite 400
Bethesda, MD 20814

With a copy to:

Lewis, Rice & Fingersh, L.C.
1010 Walnut, Suite 500
Kansas City, Missouri 64106
Attn: William Carr, Esq.

If to Assignor:

c/o Landmark Retail Properties, LLC
3955 West 83rd Street
Prairie Village, Kansas 66208
Attention: Kylie Stock

With a copy to:

Polsinelli PC
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
Attention: Curtis Petersen, Esq.

If to City:

City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208
Attention: City Administrator

With a copy to:

Lathrop & Gage, LLP
10851 Mastin, Suite 1000
Overland Park, Kansas 66210
Attention: ~~Catherin~~ Catherine P. Logan, Esq.

On the Effective Date, the address for Developer as set forth in Section 9.13 of the Corinth CID Development Agreement shall be the address of Assignee, with copy to Assignee's counsel, set forth above.

18. ~~6.~~ Successors and Assigns. All rights, benefits and obligations of Assignor ~~and~~ Assignee and City hereunder shall inure to and bind Assignor ~~and~~ Assignee and City, respectively, and this Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

19. ~~7.~~ Governing Law. This Assignment shall be governed by the laws of the State of Kansas.

20. ~~8.~~ Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

21. ~~9.~~ Full Force and Effect. The Corinth CID Development Agreement, as modified by ~~Section 14~~ Sections 15 and 16 of this Assignment, shall continue in full force and effect in accordance with its terms.

[Remainder Of This Page Intentionally Left Blank; Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

**CSN RETAIL PARTNERS, LLC,
a Kansas limited liability company**

By: Landmark Retail Properties, LLC, a Missouri
limited liability company

By: Enterprises Retail Investors, LLC, a
Missouri limited liability company

By: _____
William D. Cosentino, President

By: Group Retail Investors, LLC, a Missouri
limited company

By: _____
David G. Cosentino, President

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by William D. Cosentino and David G. Cosentino, as authorized representatives of CSN Retail Partners, LLC.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

ASSIGNEE:

GRI CORINTH NORTH, LLC,
a Delaware limited liability company

By: Global Retail Investors, LLC,
a Delaware limited liability company
Its sole member

By: First Washington Realty, Inc.,
a Maryland corporation
Its manger

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, ____ by
_____, as authorized representatives of GRI Corinth North, LLC.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day
and year first above written.

NOTARY PUBLIC

My Commission Expires:

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS

Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen-Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

STATE OF KANSAS)

) ss.

COUNTY OF JOHNSON)

This instrument was acknowledged before me on _____, 2014 by Ronald L. Shaffer and Joyce Hagen Mundy as Mayor and City Clerk, respectively, of the City of Prairie Village, Kansas.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

**LEGAL DESCRIPTION OF CORINTH SQUARE
COMMUNITY IMPROVEMENT DISTRICT**

Corinth Square

February 17, 2010

CID Description

All that part of the West half of Section 28, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, described as follows:

BEGINNING at the Northeast corner of the Southeast Quarter of Section 28, Township 12 South, Range 25 East; thence South 0 degrees 13 minutes 15 seconds East along the East line of the Southeast Quarter of said Section 28 a distance of 353.00 feet to a point; thence South 89 degrees 41 minutes 10 seconds West a distance of 433.00 feet to a point; thence South 0 degrees 13 minutes 15 seconds East a distance of 200.84 feet to a point; thence South 89 degrees 46 minutes 45 seconds West a distance of 302.83 feet to a point; thence North 68 degrees 06 minutes 40 seconds West a distance of 49.84 feet to a point; thence North 0 degrees 13 minutes 15 seconds West a distance of 534.51 feet to a point on the South line of the Northeast Quarter of said Section 28; thence South 89 degrees 41 minutes 10 seconds West along the South line of the Northeast Quarter of said Section 28 a distance of 367.99 feet to a point on the centerline of Somerset Drive; thence North 0 degrees 17 minutes 50 seconds West along the centerline of Somerset Drive a distance of 355.25 feet to a point; thence in a Northeasterly direction along the centerline of Somerset Drive and along a curve to the right, having a radius of 500.00 feet, through a central angle of 90 degrees 26 minutes 00 seconds, an arc distance of 789.18 feet to a point; thence South 89 degrees 51 minutes 50 seconds East along the centerline of Somerset Drive a distance of 647.71 feet to a point on the East line of the Northeast Quarter of said Section 28; thence South 0 degrees 11 minutes 53 seconds East along the East line of the Northeast Quarter of said Section 28 a distance of 850.00 feet to the POINT OF BEGINNING and containing 1,274,340 Square Feet or 29.255 Acres, more or less.

The description above includes all property owned by the Applicant and shall also include all adjacent right-of-way to the centerline thereof.

EXHIBIT B

GUARANTY ATTACHED

COVER PAGE

**ASSIGNMENT & ASSUMPTION AGREEMENT
FOR THE CORINTH SQUARE COMMUNITY IMPROVEMENT DISTRICT
DEVELOPMENT AGREEMENT**

_____, 201_

GRANTOR:

**CSN Retail Partners, LLC
CSS Retail Partners, LLC**

Address of Grantors:

c/o Landmark Retail Properties, LLC
3955 West 83rd Street
Prairie Village, Kansas 66208

GRANTEE:

**GRI CORINTH NORTH, LLC
GRI CORINTH SOUTH, LLC**

Address of Grantee:

Attn: Jeffrey S. Distenfeld
c/o First Washington Realty, Inc.
4350 East-West Highway, Suite 400
Bethesda, MD 20814

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS

Address of City:

Attn: City Administrator
City Hall
7700 Mission Road
Prairie Village, KS 66208

LEGAL DESCRIPTION:

See Exhibit A attached to the document to which this cover page is attached.

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Corinth Square Community Improvement District)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is dated the ___ day of _____, 201_ and is made by and among CSN RETAIL PARTNERS, LLC, a Kansas limited liability company and CSS RETAIL PARTNERS, LLC, a Kansas limited liability company (collectively, "Assignor"), GRI CORINTH NORTH, LLC, a Delaware limited liability company and GRI CORINTH SOUTH, LLC a Delaware limited liability company (collectively "Assignee"), and the City of Prairie Village, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (the "City").

RECITALS

A. Assignor, as "Developer", and the City entered into that certain Development Agreement dated September 20, 2010, which was amended by that certain First Amendment to Development Agreement dated as of January 24, 2012 (as amended, the "Corinth CID Development Agreement"), which provided for the redevelopment of Corinth Square Shopping Center in Prairie Village, Kansas through formation of the Corinth Square Community Improvement District (the "District"). The boundaries of the District are described on Exhibit A attached hereto.

B. In connection with and subject to the transfer of title to all of the property owned by Assignor within the District to Assignee, the Assignor wishes to assign its rights, duties and obligations under the Corinth CID Development Agreement to Assignee, and Assignee wishes to accept the assignment and assume all of Assignor's rights, duties and obligations as Developer under the Corinth CID Development Agreement pursuant to this Assignment.

C. The Corinth CID Development Agreement provides that the Developer's rights and certain of the Developer's obligations thereunder, may not be assigned, in whole or in part, to another entity, without the prior approval of the Governing Body of the City by resolution, and that the Governing Body shall provide such consent unless a proposed assignee does not have qualifications and financial responsibility, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer being assigned.

D. By Resolution No. _____ approved by the Governing Body of Prairie Village, Kansas on _____, 2014, the Governing Body consented to and approved the parties' execution of this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Assignment in full and form an integral part hereof.

2. Definitions and Effective Date. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Corinth CID Development Agreement. The "Effective Date" of this Assignment shall mean the date Assignee acquires title to all of the

property owned by Assignor within the District, provided that the Effective Date shall not be later than March 31, 2015.

3. Assignment by Assignor. Assignor hereby assigns to the Assignee all of the Assignor's rights, duties, interests and obligations under the Corinth CID Development Agreement, including, but not limited to, rights, from and after the Effective Date, to receive distributions from the Corinth Square CID Developer Projects Fund to reimburse CID expenses submitted to the City but not reimbursed to Assignor prior to the Effective Date, subject to City approval of such expenses as set forth in the Corinth CID Development Agreement.

4. Assumption by Assignee. Assignee hereby accepts such assignment from Assignor and expressly covenants to the City and Assignor, on behalf of itself, its successors and assigns, that Assignee assumes and agrees to perform those rights, duties, interests and obligations of the Assignor under the Corinth CID Development Agreement initially accruing or arising on or after the Effective Date of this Assignment. As of the Effective Date, all references to Developer in the Corinth CID Development Agreement shall refer to Assignee.

5. Assignor Indemnity. Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its successors and assigns, from and against any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever, in law and in equity, incurred or suffered by Assignee, its successors and assigns or any of them, arising out of or in connection with the Corinth CID Development Agreement as to obligations initially arising or events occurring prior to the Effective Date of this Assignment.

6. Assignee Indemnity. Assignee agrees to protect, defend, indemnify and hold harmless Assignor, its successors and assigns, from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fee), court costs, suits, judgments, liability, claims and demands whatsoever, in law and in equity, incurred or suffered by Assignor, its successors and assigns or any of them, arising out of or in connection with the Corinth CID Development Agreement as to obligations arising or events initially occurring from and after the Effective Date of this Assignment.

7. City's Consent and Release. The City hereby consents to the assignment by Assignor to Assignee of Assignor's rights, duties, interests and obligations as Developer under the Corinth CID Development Agreement as of the Effective Date, and, except as provided in this section, as of the Effective Date releases Assignor from all of Assignor's rights, duties, interest and obligations under the Corinth CID Development Agreement as of the Effective Date. The City does not release Assignor from any Developer Event of Default of which the City has no knowledge on the date hereof or from its obligations pursuant to Section 7.01 of the Corinth CID Development Agreement to indemnify the City for matters occurring prior to the Effective Date, and Assignor acknowledges and agrees that such obligations survive the Effective Date of this Assignment.

8. Conditions Precedent to City's Consent and Release. As conditions precedent to City's consent and release set forth in Section 7,

(a) Global Retail Investors, LLC, a Delaware limited liability company and sole member of Assignee, (“Guarantor”) shall have executed and delivered to the City a Guaranty in the form attached hereto as Exhibit B;

(b) On or before March 31, 2015, Commonwealth Land Title Insurance Company shall have delivered to the City Administrator and the City Attorney confirmation that a deed conveying all of the property owned by Assignor in the District, and this Assignment, have been recorded in the office of the Register of Deeds of Johnson County, Kansas, and as soon thereafter as practical Assignee shall cause Commonwealth Land Title Insurance Company to deliver to the City the recorded Assignment and a copy of the recorded deed;

(c) Guarantor shall deliver to the City Clerk a copy of the resolution of the sole manager of the Guarantor, dated as of the Effective Date, authorizing the execution, delivery and performance by Guarantor of the Guaranty; and

(d) There shall have been no Developer Event of Default discovered by the City prior to the Effective Date that was not timely cured within any applicable cure period.

9. Assignor Release. The Assignor acknowledges and agrees that the City shall have no duties or obligations to Assignor under the Corinth CID Development Agreement on or after the Effective Date, and as of the Effective Date Assignor releases the City from all of City’s obligations to Assignor under the Corinth CID Development Agreement.

10. Assignee Release of City. The Assignee acknowledges and agrees that it has no right to receive distributions from the Corinth Square CID Developer Projects Fund made by the City prior to the Effective Date, including but not limited to any such distributions received by Assignor after the Effective Date, and releases all claims against the City relating to such distributions.

11. Obligation of Assignor. The Assignor will promptly remit and send to Assignee any and all payments, funds, assets, notices, reports and other documents and information received by the Assignor or its agents or representatives after the Effective Date pertaining to or affecting the Corinth CID Development Agreement.

12. Assignor Acknowledgment. Assignor confirms and acknowledges to City and to Assignee the following:

a. The Corinth CID Development Agreement is in full force and effect and has not been amended or modified.

b. No Developer Event of Default or, to the best of Developer’s knowledge, City Event of Default has occurred and is continuing under the Corinth CID Development Agreement, and there has been no occurrence which, with the passing of time or the delivery of notice, would constitute a Developer Event of Default or, to the best of Developer’s knowledge, a City Event of Default under the Corinth CID Development Agreement.

13. City Acknowledgment. The City confirms and acknowledges the following:

a. The Corinth CID Development Agreement is in full force and effect and has not been amended or modified.

b. No City Event of Default, and to the best of the City's knowledge, no Developer Event of Default, has occurred and is continuing under the Corinth CID Development Agreement, and there has been no occurrence which, with the passing of time or the delivery of notice, would constitute a City Event of Default, or, to the best of City's knowledge, a Developer Event of Default, under the Corinth CID Development Agreement. As used in this Assignment the phrase "City's knowledge" means the actual knowledge of facts or other relevant information by Quinn Bennion, the City Administrator and Kate Gunja, the Assistant City Administrator, without any duty to further investigate or inquire.

14. Assignee Representations and Warranties. Assignee represents and warrants to City and Assignor the following:

a. Assignee has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to assume and perform rights, duties, interests and obligations of the Assignor under the Corinth CID Development Agreement.

b. Assignee has the qualifications and financial responsibility necessary and adequate to fulfill the obligations of the Developer being assigned to and assumed by Assignee.

c. From and after the Effective Date, it shall be bound by the provisions of the Corinth CID Development Agreement as "Developer" thereunder.

d. Assignee has received a copy of the Corinth CID Development Agreement, together with copies of all City records it has requested relating to the Corinth CID Development Agreement.

15. Amendment to Section 8.01 of Village CID Development Agreement. The parties hereto agree that as of the Effective Date, Section 8.01 "Developer Event of Default" of the Village CID Development Agreement is amended to add the following at the end of said section:

"Developer Event of Default" shall also mean a default by Global Retail Investors, LLC, a Delaware limited liability company, ("Guarantor") under that certain Guaranty of Payment and Performance Obligations for the benefit of the City effective as of the Effective Date (as defined therein) of an Assignment and Assumption Agreement for the Corinth CID Development Agreement among CSN Retail Partners, LLC and CSS Retail Partners, LLC, collectively as Assignor, GRI Corinth North, LLC and GRI Corinth South, LLC, collectively as Assignee, and the City, and continuance of such default or breach for a period of 30 days after City has delivered to Developer and Guarantor a

written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Guarantor is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Guarantor shall promptly upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

16. Amendment to Section 8.03 of Development Agreement. The parties hereto acknowledge and agree that Section 8.03A.(i) of the Corinth CID Development Agreement as executed incorporates a typographical error requiring correction, and hereby agree to amend said section by deleting the following clause:

“from the Corinth Square CID Developer Projects Fund, or if Obligations have been issued, from Bond Proceeds, until the Event of Default has been cured.

action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by City resulting from such Developer Event of Default provided, the Developer’s liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote or consequential damages.”

and substituting the following therefor:

“The City shall have the right to suspend disbursements to the Developer from the Corinth Square CID Developer Projects Fund, or if Obligations have been issued, from Bond Proceeds, until the Event of Default has been cured.

The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights of interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer Event of Default provided, the Developer’s liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote or consequential damages.”

17. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Assignee:

GRI Corinth North, LLC
GRI Corinth South, LLC
Attn: Jeffrey S. Distenfeld
c/o First Washington Realty, Inc.
4350 East-West Highway, Suite 400
Bethesda, MD 20814

With a copy to:

Lewis, Rice & Fingersh, L.C.
1010 Walnut, Suite 500
Kansas City, Missouri 64106
Attn: William Carr, Esq.

If to Assignor:

c/o Landmark Retail Properties, LLC
3955 West 83rd Street
Prairie Village, Kansas 66208
Attention: Kylie Stock

With a copy to:

Polsinelli PC
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
Attention: Curtis Petersen, Esq.

If to City:

City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208
Attention: City Administrator

With a copy to:

Lathrop & Gage, LLP
10851 Mastin, Suite 1000
Overland Park, Kansas 66210
Attention: Catherine P. Logan, Esq.

On the Effective Date, the address for Developer as set forth in Section 9.13 of the Corinth CID Development Agreement shall be the address of Assignee, with copy to Assignee's counsel, set forth above.

18. Successors and Assigns. All rights, benefits and obligations of Assignor, Assignee and City hereunder shall inure to and bind Assignor, Assignee and City, respectively and this Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

19. Governing Law. This Assignment shall be governed by the laws of the State of Kansas.

20. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

21. Full Force and Effect. The Corinth CID Development Agreement, as modified by Sections 15 and 16 of this Assignment, shall continue in full force and effect in accordance with its terms.

[Remainder Of This Page Intentionally Left Blank; Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

**CSN RETAIL PARTNERS, LLC,
a Kansas limited liability company**

By: Landmark Retail Properties, LLC, a Missouri
limited liability company

By: Enterprises Retail Investors, LLC, a
Missouri limited liability company

By: _____
William D. Cosentino, President

By: Group Retail Investors, LLC, a Missouri
limited company

By: _____
David G. Cosentino, President

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by William D. Cosentino and David G. Cosentino, as authorized representatives of CSN Retail Partners, LLC.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

**CSS RETAIL PARTNERS, LLC,
a Kansas limited liability company**

By: Landmark Retail Properties, LLC, a Missouri limited liability company

By: Enterprises Retail Investors, LLC, a Missouri limited liability company

By: _____
William D. Cosentino, President

By: Group Retail Investors, LLC, a Missouri limited company

By: _____
David G. Cosentino, President

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by William D. Cosentino and David G. Cosentino, as authorized representatives of CSS Retail Partners, LLC.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

**GRI CORINTH SOUTH, LLC,
a Delaware limited liability company**

By: Global Retail Investors, LLC,
a Delaware limited liability company
Its sole member

By: First Washington Realty, Inc.,
a Maryland corporation
Its manger

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, ____ by _____, as authorized representatives of GRI Corinth South, LLC.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS

Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen-Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

STATE OF KANSAS)

COUNTY OF JOHNSON) ss.
)

This instrument was acknowledged before me on _____, 2014 by Ronald L. Shaffer and Joyce Hagen Mundy as Mayor and City Clerk, respectively, of the City of Prairie Village, Kansas.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

**LEGAL DESCRIPTION OF CORINTH SQUARE
COMMUNITY IMPROVEMENT DISTRICT**

Corinth Square

February 17, 2010

CID Description

All that part of the West half of Section 28, Township 12 South, Range 25 East, in the City of Prairie Village, Johnson County, Kansas, described as follows:

BEGINNING at the Northeast corner of the Southeast Quarter of Section 28, Township 12 South, Range 25 East; thence South 0 degrees 13 minutes 15 seconds East along the East line of the Southeast Quarter of said Section 28 a distance of 353.00 feet to a point; thence South 89 degrees 41 minutes 10 seconds West a distance of 433.00 feet to a point; thence South 0 degrees 13 minutes 15 seconds East a distance of 200.84 feet to a point; thence South 89 degrees 46 minutes 45 seconds West a distance of 302.83 feet to a point; thence North 68 degrees 06 minutes 40 seconds West a distance of 49.84 feet to a point; thence North 0 degrees 13 minutes 15 seconds West a distance of 534.51 feet to a point on the South line of the Northeast Quarter of said Section 28; thence South 89 degrees 41 minutes 10 seconds West along the South line of the Northeast Quarter of said Section 28 a distance of 367.99 feet to a point on the centerline of Somerset Drive; thence North 0 degrees 17 minutes 50 seconds West along the centerline of Somerset Drive a distance of 355.25 feet to a point; thence in a Northeasterly direction along the centerline of Somerset Drive and along a curve to the right, having a radius of 500.00 feet, through a central angle of 90 degrees 26 minutes 00 seconds, an arc distance of 789.18 feet to a point; thence South 89 degrees 51 minutes 50 seconds East along the centerline of Somerset Drive a distance of 647.71 feet to a point on the East line of the Northeast Quarter of said Section 28; thence South 0 degrees 11 minutes 53 seconds East along the East line of the Northeast Quarter of said Section 28 a distance of 850.00 feet to the **POINT OF BEGINNING** and containing 1,274,340 Square Feet or 29.255 Acres, more or less.

The description above includes all property owned by the Applicant and shall also include all adjacent right-of-way to the centerline thereof.

EXHIBIT B

GUARANTY ATTACHED

GUARANTY OF PAYMENT AND PERFORMANCE OBLIGATIONS

THIS GUARANTY OF PAYMENT AND PERFORMANCE OBLIGATIONS (the “Guaranty”) is made as of _____, 201__, by Global Retail Investors, LLC, a Delaware limited liability company, (“Guarantor”) for the benefit of the City of Prairie Village, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (the “City”).

WITNESSETH:

WHEREAS, CSN RETAIL PARTNERS, LLC, a Kansas limited liability company and CSS RETAIL PARTNERS, LLC, a Kansas limited liability company (collectively “Assignor”) as “Developer,” and the City entered into that certain Development Agreement dated September 20, 2010, which was amended by that certain First Amendment to Development Agreement dated as of January 24, 2012 (as amended, the “Corinth CID Development Agreement”), which provided for the redevelopment of Corinth Square Shopping Center in Prairie Village, Kansas.

WHEREAS, GRI Corinth North, LLC, a Delaware limited liability company and GRI Corinth South, LLC, a Delaware limited liability company (collectively “Assignee”) desires for the City to execute that certain Assignment and Assumption Agreement (Corinth Square Community Improvement District) dated _____, 201__, made by and among the City, Assignor and Assignee, (the “Assignment”), whereunder Assignee will assume certain payment, performance and other obligations of Assignor to City pursuant to the Corinth CID Development Agreement;

WHEREAS, Guarantor is the sole member of Assignee and will benefit from Assignee acquiring the shopping center, assuming the rights and obligations of Assignor under the Corinth CID Development Agreement pursuant to the Assignment, and the City executing the Assignment;

WHEREAS, as an inducement for City to execute the Assignment and thereby consent to the assignment and assumption of certain rights and obligations under the Corinth CID Development Agreement, the City has conditioned such consent on this Guaranty and Guarantor has agreed to provide it, subject to the provisions herein contained;

NOW, THEREFORE, IN CONSIDERATION of the foregoing premises, the City’s execution of the Assignment and other valuable consideration, the receipt and sufficiency of which the Guarantor acknowledges, Guarantor hereby agrees as follows:

1. Subject to the provisions of this Guaranty, Guarantor hereby absolutely, unconditionally and irrevocably guarantees the prompt, complete, and full payment and performance, when due of all payments, obligations and undertakings of Assignee to the City under the Assignment and the Corinth CID Development Agreement, as the same now or hereafter exist, of whatever kind or character, as such payments, obligations and undertakings may be amended from time to time with the joint written consent of the City and Assignee (the “Guaranteed Obligations”).

2. This is a guaranty of payment and not of collection, so the City has the right to enforce this Guaranty against Guarantor even if City has not exhausted, has waived or has released, in whole or in part, City's remedies against anyone else obligated from time to time to pay the Guaranteed Obligations. With respect to any payments that constitute Guaranteed Obligations, Guarantor will make such payments to City when due, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim other than those Assignee may have.

3. Guarantor acknowledges that as an inducement for City to execute the Assignment and provide the consent set forth therein, the City has conditioned such consent on the execution of this Guaranty.

4. If City presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, City's rights under all guaranties of Guarantor shall be cumulative. This Guaranty shall not affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

5. Except as otherwise provided herein, this Guaranty is not limited in time or amount. No payments or performances made of the Guaranteed Obligations will discharge or diminish Guarantor's liability under this Guaranty for any remaining and succeeding Guaranteed Obligations except as otherwise provided herein.

6. This Guaranty will take effect on the date hereof without the necessity of any acceptance by City, or any notice to Guarantor or anyone else of acceptance, and will continue in full force until all the Guaranteed Obligations shall have been fully and finally paid and/or satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. Guarantor shall have no right of revocation of this Guaranty without the specific written consent and agreement of the City. Guarantor expressly waives notice of acceptance of this Guaranty presentment for payment, demand, notice of any and all proceedings to collect or enforce any of the Guaranteed Obligations, and all such other notices whatsoever and diligence in collecting or enforcing the Guaranteed Obligations, but this shall not be construed as a waiver of any of the foregoing with respect to Assignee. Guarantor hereby waives and agrees not to assert or take advantage of (i) any right to require City to proceed against Assignee at any time or to pursue any other remedy in City's power before proceeding against Guarantor, (ii) the defenses of the statute of limitations, laches or res judicata not otherwise available to Assignee, in any action hereunder for the collection or performance of any of the Guaranteed Obligations, (iii) any defense that might arise by reason of incapacity, lack of authority, death or disability of, or revocation hereof by Assignee or the failure of City to file or enforce any other proceeding against Assignee, and (iv) any defense based upon the exercise by City of any right or remedy provided to City hereunder or under the Corinth CID Development Agreement or Assignment, but only to the extent such defense is not otherwise available to the Assignee, even though such exercise may impair subordination rights of Guarantor. Guarantor hereby waives and agrees not to assert or take advantage of any and all rights or defenses based on (A) any election of remedies by City which could arguably destroy or otherwise adversely affect Guarantor's subrogation rights or Guarantor's rights to proceed against Assignee or any third party for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason

of any law limiting, qualifying, or discharging the Guaranteed Obligations; (B) any other defense of Assignee, of any other guarantor, or of any other person, or by reason of the cessation of Assignee's liability from any cause whatsoever, other than payment and performance in full, in legal tender as applicable, of the Guaranteed Obligations; and (C) any defenses given to guarantors at law or in equity other than actual payment of the Guaranteed Obligations. Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Guarantor or any other person, entity or property that might otherwise be liable, in whole or in part, for the Guaranteed Obligations. Notwithstanding anything to the contrary contained in this Guaranty, nothing herein shall be construed as a waiver of any defense or right available to Assignee and Guarantor may exercise any of the same; it being understood and agreed that while Guarantor is a guarantor of the Guaranteed Obligations, those obligations shall not exceed those of Assignee under the Assignment and the Corinth CID Development Agreement and all defenses and claims available to Assignee thereunder shall be available to Guarantor.

7. All Guaranteed Obligations arising under any renewals, extensions, substitutions, and/or modifications of the Corinth CID Development Agreement or the Assignment, to the extent agreed to in writing between the City and Assignee, are included as Guaranteed Obligations. The City's costs and expenses, including without limitation all court costs and reasonable attorneys' fees, incurred or paid by City in enforcing this Guaranty are also Guaranteed Obligations and will be paid in full by Guarantor immediately upon demand, but only to the extent the City is the prevailing party in any such enforcement proceedings.

8. Guarantor authorizes City, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) to amend, modify or otherwise alter the Corinth CID Development Agreement, the Assignment or any document referred to or executed pursuant to either of those documents but only with the written consent of Assignee; (B) to release, add, substitute, agree not to sue, or deal, in whole or in part, from time to time with any one or more of any principals (including without limitation the Assignee and Assignor), sureties, endorsers, or other guarantors otherwise liable or obligated for any portion or all of the Guaranteed Obligations on any terms or in any manner City may choose; (C) to release, surrender, subordinate any or all collateral or other security of City to assure payment or performance of the Guaranteed Obligations; (D) to determine how, when and what application of payments and credits shall be made on the Guaranteed Obligations should same become due or be deemed paid or performed; (E) to modify, extend, or change the time for or manner of performance of any of the Guaranteed Obligations but only with the consent of the Assignee; (F) compromise or settle with Assignee any Guaranteed Obligations due and owing or claimed to be due and owing to City; and (G) to permit an assignment of the obligations to pay any Guaranteed Obligations from Assignee to any third person.

9. Guarantor represents and warrants to City that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) Guarantor has full and requisite power, right and authority to enter into this Guaranty; (C) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (D) Guarantor has provided to

City (or its consultants) financial and credit information of Guarantor in form deemed acceptable by City, and all such financial information of Guarantor provided is true and correct in all material respects and fairly presents Guarantor's financial condition as of the date of such financial information; (E) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to City and no event has occurred since the date thereof which may materially adversely affect Guarantor's financial condition; (F) City has made no representation to Guarantor as to the creditworthiness of any party to the Assignment; (G) Guarantor has established adequate means of obtaining from Assignee under the Assignment on a continuing basis information regarding such Assignee's financial condition; and (H) that the execution of this Guaranty and the assumption of Guarantor of the obligations hereunder will result in direct financial benefit to Guarantor.

10. In the event of a default in the payment of any of the Guaranteed Obligations by Assignee under the Assignment or the Corinth CID Development Agreement, City shall have the right to enforce City's rights, powers, and remedies thereunder, hereunder, or pursuant to any other instrument concerning or securing the Assignment or Corinth CID Development Agreement; and City shall have the right to enforce City's rights, powers, and remedies in any order as City may deem advisable. All rights, powers, and remedies available to City in such event shall be non-exclusive and cumulative of all other rights, powers, and remedies provided thereunder or hereunder or by law or in equity. The Guarantor's guarantee of the Guaranteed Obligations hereunder are independent of the obligations of Assignee under the Assignment and the Corinth CID Development Agreement, and City may proceed directly to enforce the rights provided to City by this Guaranty, without first proceeding against or joining Assignee or any other person. Until all of the obligations of the Assignee under the Assignment and the Corinth CID Development Agreement have been paid and performed in full, Guarantor shall not enforce any of its subrogation rights or any other remedy which Guarantor may have against Assignee.

Notwithstanding anything to the contrary in this Guaranty, City and Guarantor agree that Guarantor's obligations under this Guaranty shall not exceed the sum of Ten Million Dollars (\$10,000,000) in the aggregate, except that such amount limitation shall not be applicable to the costs that are a part of the Guaranteed Obligations under the second sentence of paragraph 7 hereof.

11. City shall have no obligation to disclose to Guarantor any information or documents relating to the Assignee, the Assignor, any of the Guaranteed Obligations or the Corinth CID Development Agreement.

12. If payment or performance of any or all of the Guaranteed Obligations is made by Assignee or by any third party, whether voluntarily or otherwise, and thereafter City is forced to remit the amount of that payment to Assignee's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Guaranteed Obligations shall, to the extent so remitted, be considered unpaid for the purpose of the enforcement of this Guaranty.

13. Guarantor agrees that the Guaranteed Obligations, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Assignee, whether or not Assignee is or becomes insolvent. Guarantor hereby expressly

subordinates any claim Guarantor may have against Assignee, upon any account whatsoever, to any claim that City may now or hereafter have against Assignee. In the event of insolvency and consequent liquidation of the assets of Assignee, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Assignee applicable to the payment of the claims of both City and Guarantor shall be paid to City and shall be first applied by City to the Guaranteed Obligations. Guarantor does hereby assign to City all claims which it may have or acquire against Assignee in any bankruptcy of Assignee; provided however, that such assignment shall be effective only for the purpose of assuring to City full payment and performance, in legal tender as applicable of the Guaranteed Obligations.

14. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

15. Guarantor represents to City that: (A) this Guaranty has been duly executed and delivered by Guarantor, and constitutes the legal, valid, and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, (B) all acts, conditions, consents, resolutions, authorizations, grants of approval, and things which are required to be done and performed to fully authorize the execution, delivery, and performance of this Guaranty have taken place, and (C) this Guaranty does not violate any law, regulation, governmental requirement, judgment, order, or decree or any agreement binding on the Guarantor.

16. This Guaranty will be governed by the laws of the State of Kansas without regard to conflicts of law provisions.

17. If there is a lawsuit concerning this Guaranty or the Guaranteed Obligations, Guarantor agrees that in the City's sole discretion the case shall be filed and/or transferred to the jurisdiction and the courts of Johnson County, State of Kansas. City and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either City or Guarantor against the other.

18. The words "Guarantor," "Assignee," and "City" include any heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, the remainder of this Guaranty will be valid and enforceable. If any one or more of Assignee or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for City to inquire into the powers of Assignee or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

19. Any notice required to be given under this Guaranty shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown in this Guaranty. Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes,

Guarantor agrees to keep City informed at all times of Guarantor's current address. Unless and until changed by a notice given to the other party, the address for notices to the City and to the Guarantor are as follows:

Address of City

City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208
Attention: City Administrator

With a copy of all written communication to:

Lathrop & Gage LLP
10851 Mastin Boulevard
Building 82, Suite 1000
Overland Park, KS 66210
Attention: Catherine P. Logan, Esq.

Address of Guarantor

Global Retail Investors, LLC
c/o First Washington Realty, Inc.
4350 East West Highway, Suite 400
Bethesda, MD. 20814
Attention: Jeffrey S. Distenfeld

20. City shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by City. No delay or omission on the part of City in exercising any right shall operate as a waiver of such right or any other right. A waiver by City of a provision of this Guaranty shall not prejudice or constitute a waiver of City's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by City, nor any course of dealing between City and Guarantor, shall constitute a waiver of any of City's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of City is required under this Guaranty, the granting of such consent by City in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of City.

21. This Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

22. Throughout the term of this Guaranty, Guarantor covenants to maintain a net worth of not less than Twenty Million Dollars (\$20,000,000.00). Within one hundred twenty (120) days after the end of each of Guarantor's fiscal years, Guarantor shall provide to the City a written letter from Guarantor's independent auditors confirming that as of the end of the last fiscal year Guarantor has net assets in excess of Twenty Million Dollars (\$20,000,000.00).

Marked
Version

COVER PAGE

**ASSIGNMENT & ASSUMPTION AGREEMENT
FOR THE VILLAGE COMMUNITY IMPROVEMENT DISTRICT
DEVELOPMENT AGREEMENT**

_____, 201_

GRANTOR:

PV RETAIL PARTNERS, LLC

Address of Grantors:

c/o Landmark Retail Properties, LLC
3955 West 83rd Street
Prairie Village, Kansas 66208

GRANTEE:

GRI PRAIRIE VILLAGE, LLC

Address of Grantee:

Attn: Jeffrey S. Distenfeld
c/o First Washington Realty, Inc.
4350 East-West Highway, Suite 400
Bethesda, MD 20814

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS

Address of City:

Attn: City Administrator
City Hall
7700 Mission Road
Prairie Village, KS 66208

LEGAL DESCRIPTION:

See Exhibit A attached to the document to which this cover page is attached.



**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Village Community Improvement District)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is dated the ___ day of _____, 201_ and is made by and among PV RETAIL PARTNERS, LLC, a Kansas limited liability company ("Assignor"), and GRI PRAIRIE VILLAGE, LLC, a Delaware limited liability company ("Assignee"), and the City of Prairie Village, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (the "City").

RECITALS

A. Assignor, as "Developer," and the City entered into that certain Development Agreement dated September 20, 2010, which was amended by that certain First Amendment to Development Agreement dated as of October 31, 2012 (as amended, the "Village CID Development Agreement"), which provided for the redevelopment of Prairie Village Shopping Center in Prairie Village, Kansas through formation of the Village Community Improvement District (the "District"). The boundaries of the District are described on Exhibit A attached hereto.

B. In connection with and subject to the transfer of title to all of the property owned by Assignor within the District to Assignee, the Assignor wishes to assign its rights, duties and obligations under the Village CID Development Agreement to Assignee, and Assignee wishes to accept the assignment and assume all of Assignor's rights, duties and obligations as Developer under the Village CID Development Agreement pursuant to this Assignment.

C. The Village CID Development Agreement provides that the Developer's rights and certain of the Developer's obligations thereunder, may not be assigned, in whole or in part, to another entity, without the prior approval of the Governing Body of the City by resolution, and that the Governing Body shall provide such consent unless a proposed assignee does not have qualifications and financial responsibility, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer being assigned.

D. By Resolution No. _____ approved by the Governing Body of Prairie Village, Kansas on _____, 2014, the Governing Body consented to and approved the parties' execution of this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Assignment in full and form an integral part hereof.

2. Definitions and Effective Date. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Village CID Development Agreement. The "Effective Date" of this Assignment shall mean the date Assignee acquires title to all of the property ~~comprising~~ owned by Assignor within the District, provided that the Effective Date shall not be later than March 31, 2015.

3. Assignment by Assignor. Assignor hereby assigns to the Assignee all of the Assignor's rights, duties, interests and obligations under the Village CID Development Agreement, including, but not limited to, rights, from and after the Effective Date, to receive distributions from the Village CID Developer Projects Fund to reimburse CID expenses submitted to the City but not reimbursed to Assignor prior to the Effective Date, subject to City approval of such expenses as set forth in the Village CID Development Agreement.

4. Assumption by Assignee. Assignee hereby accepts such assignment from Assignor and expressly covenants to the City and Assignor, on behalf of itself, its successors and assigns, that Assignee assumes and agrees to perform those rights, duties, interests and obligations of the Assignor under the Village CID Development Agreement initially accruing or arising on or after the Effective Date of this Assignment. As of the Effective Date, all references to Developer in the Village CID Development Agreement shall refer to Assignee.

5. Assignor Indemnity. Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its successors and assigns, from and against any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever, in law and in equity, incurred or suffered by Assignee, its successors and assigns or any of them, arising out of or in connection with the Village CID Development Agreement as to obligations initially arising or events occurring prior to the Effective Date of this Assignment.

6. Assignee Indemnity. Assignees agrees to protect, defend, indemnify and hold harmless Assignor, its successors and assigns, from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fee), court costs, suits, judgments, liability, claims and demands whatsoever, in law and in equity, incurred or suffered by Assignor, its successors and assigns or any of them, arising out of or in connection with the Village CID Development Agreement as to obligations arising or events initially occurring from and after the Effective Date of this Assignment.

7. City's Consent and Release. The City hereby consents to the assignment by Assignor to Assignee of Assignor's rights, duties, interests and obligations as Developer under the Village CID Development Agreement as of the Effective Date, and, except as provided in this section, as of the Effective Date releases Assignor from all of Assignor's rights, duties, interest and obligations under the Village CID Development Agreement as of the Effective Date. The City does not release Assignor from any Developer Event of Default of which the City has no knowledge on the date hereof or from its obligations pursuant to Section ~~7.02-7.01~~ of the Village CID Development Agreement to indemnify the City for matters occurring prior to the Effective Date, and Assignor acknowledges and agrees that such obligations survive the Effective Date of this Assignment. ~~Notwithstanding anything contained herein to the contrary, the City's consent to this Assignment and release will be null and void and of no force and effect if (a) on or before March 31, 2015, the City Clerk has not received from Assignor or Assignee a copy of a recorded deed confirming that all of the property owned by Assignor in the District has been conveyed to Assignee on or before March 31, 2015, or (b) a Developer Event of Default occurs after the date hereof and prior to the Effective Date.~~

8. Conditions Precedent to City's Consent and Release. As conditions precedent to City's consent and release set forth in Section 7,

(a) Global Retail Investors, LLC, a Delaware limited liability company and sole member of Assignee, ("Guarantor") shall have executed and delivered to the City a Guaranty in the form attached hereto as Exhibit B;

(b) On or before March 31, 2015, Commonwealth Land Title Insurance Company shall have delivered to the City Administrator and the City Attorney confirmation that a deed conveying all of the property owned by Assignor in the District, and this Assignment, have been recorded in the office of the Register of Deeds of Johnson County, Kansas, and as soon thereafter as practical Assignee shall cause Commonwealth Land Title Insurance Company to deliver to the City the recorded Assignment and a copy of the recorded deed;

(c) Guarantor shall deliver to the City Clerk a copy of the resolution of the sole manager of the Guarantor, dated as of the Effective Date, authorizing the execution, delivery and performance by Guarantor of the Guaranty; and

(d) There shall have been no Developer Event of Default discovered by the City prior to the Effective Date that was not timely cured within any applicable cure period.

9. ~~8.~~ Assignor Release. The Assignor acknowledges and agrees that the City shall have no duties or obligations to Assignor under the Village CID Development Agreement on or after the Effective Date, and as of the Effective Date Assignor releases the City from all of City's obligations to Assignor under the Village CID Development Agreement.

10. ~~9.~~ Assignee Release of City. The Assignee acknowledges and agrees that it has no right to receive distributions from the Village CID Developer Projects Fund made by the City prior to the Effective Date, including but not limited to any such distributions received by Assignor after the Effective Date, and releases all claims against the City relating to such distributions.

11. ~~10.~~ Obligation of Assignor. The Assignor will promptly remit and send to Assignee any and all payments, funds, assets, notices, reports and other documents and information received by the Assignor or its agents or representatives after the Effective Date pertaining to or affecting the Village CID Development Agreement.

12. Assignor Acknowledgment. Assignor confirms and acknowledges to City and to Assignee the following:

a. The Village CID Development Agreement is in full force and effect and has not been amended or modified.

b. No Developer Event of Default or, to the best of Developer's knowledge, City Event of Default has occurred and is continuing under the Village CID Development Agreement,

and there has been no occurrence which, with the passing of time or the delivery of notice, would constitute a Developer Event of Default or, to the best of Developer's knowledge, a City Event of Default under the Village CID Development Agreement.

13. City Acknowledgment. The City confirms and acknowledges the following:

a. The Village CID Development Agreement is in full force and effect and has not been amended or modified.

b. No City Event of Default, and to the best of the City's knowledge, no Developer Event of Default, has occurred and is continuing under the Village CID Development Agreement, and there has been no occurrence which, with the passing of time or the delivery of notice, would constitute a City Event of Default, or, to the best of City's knowledge, a Developer Event of Default, under the Village CID Development Agreement. As used in this Assignment the phrase "City's knowledge" means the actual knowledge of facts or other relevant information by Quinn Bennion, the City Administrator and Kate Gunja, the Assistant City Administrator, without any duty to further investigate or inquire.

14. Assignee Representations and Warranties. Assignee represents and warrants to City and Assignor the following:

a. Assignee has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to assume and perform rights, duties, interests and obligations of the Assignor under the Village CID Development Agreement.

b. Assignee has the qualifications and financial responsibility necessary and adequate to fulfill the obligations of the Developer being assigned ~~to~~ and assumed by Assignee.

c. From and after the Effective Date, it shall be bound by the provisions of the Village CID Development Agreement as "Developer" thereunder.

d. ~~Assignor~~ Assignee has received a copy of the Village CID Development Agreement, together with copies of all City records it has requested relating to the Village CID Development Agreement.

15. Amendment to Section 8.01 of Village CID Development Agreement. The parties hereto agree that as of the Effective Date, Section 8.01 "Developer Event of Default" of the Village CID Development Agreement is amended to add the following at the end of said section:

"Developer Event of Default" shall also mean a default by Global Retail Investors, LLC, a Delaware limited liability company, ("Guarantor") under that certain Guaranty of Payment and Performance Obligations for the benefit of the City effective as of the

Effective Date (as defined therein) of an Assignment and Assumption Agreement for the Village CID Development Agreement among PV Retail Partners, LLC, as Assignor, GRI Prairie Village, LLC, as Assignee, and the City, and continuance of such default or breach for a period of 30 days after City has delivered to Developer and Guarantor a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Guarantor is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Guarantor shall promptly upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

16. 4Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Assignee:

GRI PRAIRIE VILLAGE, LLC
Attn: Jeffrey S. Distenfeld
c/o First Washington Realty, Inc.
4350 East-West Highway, Suite 400
Bethesda, MD 20814

With a copy to:

Lewis, Rice & Fingersh, L.C.
1010 Walnut, Suite 500
Kansas City, Missouri 64106
Attn: William Carr, Esq.

If to Assignor:

c/o Landmark Retail Properties, LLC
3955 West 83rd Street
Prairie Village, Kansas 66208
Attention: Kylie Stock

With a copy to:

Polsinelli PC
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
Attention: Curtis Petersen, Esq.

If to City:

City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208
Attention: City Administrator

With a copy to:

Lathrop & Gage, LLP
10851 Mastin, Suite 1000
Overland Park, Kansas 66210
Attention: ~~Catherin~~ Catherine P. Logan, Esq.

On the Effective Date, the address for Developer as set forth in Section 9.13 of the Village CID Development Agreement shall be the address of Assignee, with copy to Assignee's counsel, set forth above.

17. ~~5.~~ Successors and Assigns. All rights, benefits and obligations of Assignor ~~and~~, Assignee and City hereunder shall inure to and bind Assignor ~~and~~, Assignee and City, respectively, and this Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

18. ~~6.~~ Governing Law. This Assignment shall be governed by the laws of the State of Kansas.

19. ~~7.~~ Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

20. ~~8.~~ Full Force and Effect. The Village CID Development Agreement, as modified by Section 15 of this Assignment, shall continue in full force and effect in accordance with its terms.

[Remainder Of This Page Intentionally Left Blank; Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

PV RETAIL PARTNERS, LLC, A KANSAS LIMITED LIABILITY COMPANY

By: Landmark Retail Properties, LLC, a Missouri limited liability company

By: Enterprises Retail Investors, LLC, a Missouri limited liability company

By: _____
William D. Cosentino, President

By: Group Retail Investors, LLC, a Missouri limited company

By: _____
David G. Cosentino, President

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by William D. Cosentino and David G. Cosentino, as authorized representatives of PV Retail Partners, LLC.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

ASSIGNEE:

**GRI PRAIRIE VILLAGE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

By: Global Retail Investors, LLC,
a Delaware limited liability company
Its sole member

By: First Washington Realty, Inc.,
a Maryland corporation
Its manger

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by _____, as authorized representatives of GRI Prairie Village, LLC.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS

Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen-Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on _____, 2014 by Ronald L. Shaffer and Joyce Hagen-Mundy as Mayor and City Clerk, respectively, of the City of Prairie Village, Kansas.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

**LEGAL DESCRIPTION OF VILLAGE
COMMUNITY IMPROVEMENT DISTRICT**

File No. 2010-0303

Prairie Village

February 17, 2010

Revised March 29, 2010

CID Description

All that part of the Southwest Quarter of Section 15, the Southeast Quarter of Section 16, and the Northeast Quarter of Section 21, all lying in Township 12 South, Range 25 East, in Prairie Village, Johnson County, Kansas, described as follows:

BEGINNING at the Northeast corner of the Northeast Quarter of Section 21, Township 12 South, Range 25 East; thence South 2 degrees 16 minutes 41 seconds East along the East line of the Northeast Quarter of said Section 21 a distance of 30.00 feet to a point on the Easterly prolongation of the South right of way line of 71st Street; thence South 86 degrees 53 minutes 11 seconds West along the South right of way line of 71st Street and its prolongation a distance of 1088.72 feet to a point on the centerline of Tomahawk Road; thence in a Northeasterly direction along the centerline of Tomahawk Road and along a curve to the right whose initial tangent bears North 35 degrees 13 minutes 52 seconds East, having a radius of 2400.00 feet, through a central angle of 2 degrees 33 minutes 57 seconds, an arc distance of 107.48 feet to a point; thence North 37 degrees 47 minutes 49 seconds East along the centerline of Tomahawk Road a distance of 133.88 feet to a point; thence in a Northeasterly direction along the centerline of Tomahawk Road and along a curve to the right, having a radius of 2540.00 feet, through a central angle of 5 degrees 38 minutes 00 seconds, an arc distance of 249.73 feet to a point; thence North 43 degrees 25 minutes 49 seconds East along the centerline of Tomahawk Road a distance of 101.12 feet to a point; thence in a Northeasterly direction along the centerline of Tomahawk Road and along a curve to the left, having a radius of 538.05 feet, through a central angle of 26 degrees 07 minutes 52 seconds, an arc distance of 245.39 feet to a point; thence North 17 degrees 20 minutes 36 seconds East along the centerline of Tomahawk Road a distance of 128.03 feet to a point; thence in a Northeasterly direction along the centerline of Tomahawk Road and along a curve to the right whose initial tangent bears North 17 degrees 28 minutes 08 seconds East, having a radius of 1218.00 feet, through a central angle of 9 degrees 22 minutes 33 seconds, an arc distance of 199.31 feet to a point; thence North 26 degrees 50 minutes 41 seconds East along the centerline of Tomahawk Road a distance of 185.88 feet to a point; thence in a Northeasterly direction along the centerline of Tomahawk Road and along a curve to the right, having a radius of 410.00 feet, through a central angle of 28 degrees 46 minutes 12 seconds, an arc distance of 205.87 feet to a point; thence South 64 degrees 01 minutes 44 seconds East a distance of 67.86 feet to a point; thence South 1 degree 47 minutes 56 seconds East a distance of 10.83 feet to a point; thence North 88 degrees 12 minutes 04 seconds East a distance of 115.98 feet to a point on the West right of way line of Mission Lane; thence North 2 degrees 19 minutes 27 seconds West along the West right of way line of Mission Lane a distance of 97.09 feet to a point; thence in a Northwesterly direction along the West right of way line of Mission Lane and along a curve to the left, having a radius of 15.00 feet, through a central angle of 123 degrees 27 minutes 14 seconds, an arc distance of 32.32 feet to a point on the Southerly right of way line of Tomahawk Road; thence North 54 degrees 13 minutes 37 seconds East a distance of 108.79 feet to a point

on the East right of way line of Mission Lane; thence South 2 degrees 19 minutes 27 seconds East along the East right of way line of Mission Lane a distance of 177.09 feet to a point; thence North 87 degrees 40 minutes 31 seconds East a distance of 195.87 feet to a point on the centerline of Mission Road; thence in a Southwesterly direction along the centerline of Mission Road and along a curve to the right whose initial tangent bears South 21 degrees 30 minutes 37 seconds East, having a radius of 860.00 feet, through a central angle of 28 degrees 38 minutes 25 seconds, an arc distance of 429.89 feet to a point; thence South 7 degrees 07 minutes 47 seconds West along the centerline of Mission Road a distance of 101.50 feet to a point; thence in a Southwesterly direction along the centerline of Mission Road and along a curve to the right, having a radius of 410.00 feet, through a central angle of 28 degrees 09 minutes 01 seconds, an arc distance of 201.44 feet to a point; thence South 35 degrees 16 minutes 47 seconds West along the centerline of Mission Road a distance of 49.38 feet to a point; thence South 35 degrees 17 minutes 09 seconds West along the centerline of Mission Road a distance of 111.77 feet to a point; thence in a Southwesterly direction along the centerline of Mission Road and along a curve to the left, having a radius of 365.00 feet, through a central angle of 37 degrees 34 minutes 28 seconds, an arc distance of 239.37 feet to a point; thence South 2 degrees 17 minutes 17 seconds East along the centerline of Mission Road a distance of 102.21 feet to the POINT OF BEGINNING and containing 977,418 Square Feet or 22.438 Acres, more or less.

The description above includes all property owned by the Applicant and shall also include all of the Prairie Lane right-of-way that is adjacent to the property described above, as well as all other right-of-way that is adjacent to the property described above to the center line thereof.

|
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EXHIBIT B

GUARANTY ATTACHED

COVER PAGE
ASSIGNMENT & ASSUMPTION AGREEMENT
FOR THE VILLAGE COMMUNITY IMPROVEMENT DISTRICT
DEVELOPMENT AGREEMENT

_____, 201_

GRANTOR:

PV RETAIL PARTNERS, LLC

Address of Grantors:

c/o Landmark Retail Properties, LLC
3955 West 83rd Street
Prairie Village, Kansas 66208

GRANTEE:

GRI PRAIRIE VILLAGE, LLC

Address of Grantee:

Attn: Jeffrey S. Distenfeld
c/o First Washington Realty, Inc.
4350 East-West Highway, Suite 400
Bethesda, MD 20814

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS

Address of City:

Attn: City Administrator
City Hall
7700 Mission Road
Prairie Village, KS 66208

LEGAL DESCRIPTION:

See Exhibit A attached to the document to which this cover page is attached.

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Village Community Improvement District)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is dated the ___ day of _____, 201_ and is made by and among PV RETAIL PARTNERS, LLC, a Kansas limited liability company ("Assignor"), GRI PRAIRIE VILLAGE, LLC, a Delaware limited liability company ("Assignee"), and the City of Prairie Village, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (the "City").

RECITALS

A. Assignor, as "Developer," and the City entered into that certain Development Agreement dated September 20, 2010, which was amended by that certain First Amendment to Development Agreement dated as of October 31, 2012 (as amended, the "Village CID Development Agreement"), which provided for the redevelopment of Prairie Village Shopping Center in Prairie Village, Kansas through formation of the Village Community Improvement District (the "District"). The boundaries of the District are described on Exhibit A attached hereto.

B. In connection with and subject to the transfer of title to all of the property owned by Assignor within the District to Assignee, the Assignor wishes to assign its rights, duties and obligations under the Village CID Development Agreement to Assignee, and Assignee wishes to accept the assignment and assume all of Assignor's rights, duties and obligations as Developer under the Village CID Development Agreement pursuant to this Assignment.

C. The Village CID Development Agreement provides that the Developer's rights and certain of the Developer's obligations thereunder, may not be assigned, in whole or in part, to another entity, without the prior approval of the Governing Body of the City by resolution, and that the Governing Body shall provide such consent unless a proposed assignee does not have qualifications and financial responsibility, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer being assigned.

D. By Resolution No. _____ approved by the Governing Body of Prairie Village, Kansas on _____, 2014, the Governing Body consented to and approved the parties' execution of this Assignment.

NOW, THEREFORE, in consideration of the foregoing and the covenants and obligations contained in this Assignment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Recitals Incorporated. The above Recitals are hereby incorporated into this Assignment in full and form an integral part hereof.

2. Definitions and Effective Date. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Village CID Development Agreement. The "Effective Date" of this Assignment shall mean the date Assignee acquires title to all of the property owned by Assignor within the District, provided that the Effective Date shall not be later than March 31, 2015.

3. Assignment by Assignor. Assignor hereby assigns to the Assignee all of the Assignor's rights, duties, interests and obligations under the Village CID Development Agreement, including, but not limited to, rights, from and after the Effective Date, to receive distributions from the Village CID Developer Projects Fund to reimburse CID expenses submitted to the City but not reimbursed to Assignor prior to the Effective Date, subject to City approval of such expenses as set forth in the Village CID Development Agreement.

4. Assumption by Assignee. Assignee hereby accepts such assignment from Assignor and expressly covenants to the City and Assignor, on behalf of itself, its successors and assigns, that Assignee assumes and agrees to perform those rights, duties, interests and obligations of the Assignor under the Village CID Development Agreement initially accruing or arising on or after the Effective Date of this Assignment. As of the Effective Date, all references to Developer in the Village CID Development Agreement shall refer to Assignee.

5. Assignor Indemnity. Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its successors and assigns, from and against any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever, in law and in equity, incurred or suffered by Assignee, its successors and assigns or any of them, arising out of or in connection with the Village CID Development Agreement as to obligations initially arising or events occurring prior to the Effective Date of this Assignment.

6. Assignee Indemnity. Assignee agrees to protect, defend, indemnify and hold harmless Assignor, its successors and assigns, from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fee), court costs, suits, judgments, liability, claims and demands whatsoever, in law and in equity, incurred or suffered by Assignor, its successors and assigns or any of them, arising out of or in connection with the Village CID Development Agreement as to obligations arising or events initially occurring from and after the Effective Date of this Assignment.

7. City's Consent and Release. The City hereby consents to the assignment by Assignor to Assignee of Assignor's rights, duties, interests and obligations as Developer under the Village CID Development Agreement as of the Effective Date, and, except as provided in this section, as of the Effective Date releases Assignor from all of Assignor's rights, duties, interest and obligations under the Village CID Development Agreement as of the Effective Date. The City does not release Assignor from any Developer Event of Default of which the City has no knowledge on the date hereof or from its obligations pursuant to Section 7.01 of the Village CID Development Agreement to indemnify the City for matters occurring prior to the Effective Date, and Assignor acknowledges and agrees that such obligations survive the Effective Date of this Assignment.

8. Conditions Precedent to City's Consent and Release. As conditions precedent to City's consent and release set forth in Section 7,

(a) Global Retail Investors, LLC, a Delaware limited liability company and sole member of Assignee, (“Guarantor”) shall have executed and delivered to the City a Guaranty in the form attached hereto as Exhibit B;

(b) On or before March 31, 2015, Commonwealth Land Title Insurance Company shall have delivered to the City Administrator and the City Attorney confirmation that a deed conveying all of the property owned by Assignor in the District, and this Assignment, have been recorded in the office of the Register of Deeds of Johnson County, Kansas, and as soon thereafter as practical Assignee shall cause Commonwealth Land Title Insurance Company to deliver to the City the recorded Assignment and a copy of the recorded deed;

(c) Guarantor shall deliver to the City Clerk a copy of the resolution of the sole manager of the Guarantor, dated as of the Effective Date, authorizing the execution, delivery and performance by Guarantor of the Guaranty; and

(d) There shall have been no Developer Event of Default discovered by the City prior to the Effective Date that was not timely cured within any applicable cure period.

9. Assignor Release. The Assignor acknowledges and agrees that the City shall have no duties or obligations to Assignor under the Village CID Development Agreement on or after the Effective Date, and as of the Effective Date Assignor releases the City from all of City’s obligations to Assignor under the Village CID Development Agreement.

10. Assignee Release of City. The Assignee acknowledges and agrees that it has no right to receive distributions from the Village CID Developer Projects Fund made by the City prior to the Effective Date, including but not limited to any such distributions received by Assignor after the Effective Date, and releases all claims against the City relating to such distributions.

11. Obligation of Assignor. The Assignor will promptly remit and send to Assignee any and all payments, funds, assets, notices, reports and other documents and information received by the Assignor or its agents or representatives after the Effective Date pertaining to or affecting the Village CID Development Agreement.

12. Assignor Acknowledgment. Assignor confirms and acknowledges to City and to Assignee the following:

a. The Village CID Development Agreement is in full force and effect and has not been amended or modified.

b. No Developer Event of Default or, to the best of Developer’s knowledge, City Event of Default has occurred and is continuing under the Village CID Development Agreement, and there has been no occurrence which, with the passing of time or the delivery of notice, would constitute a Developer Event of Default or, to the best of Developer’s knowledge, a City Event of Default under the Village CID Development Agreement.

13. City Acknowledgment. The City confirms and acknowledges the following:

a. The Village CID Development Agreement is in full force and effect and has not been amended or modified.

b. No City Event of Default, and to the best of the City's knowledge, no Developer Event of Default, has occurred and is continuing under the Village CID Development Agreement, and there has been no occurrence which, with the passing of time or the delivery of notice, would constitute a City Event of Default, or, to the best of City's knowledge, a Developer Event of Default, under the Village CID Development Agreement. As used in this Assignment the phrase "City's knowledge" means the actual knowledge of facts or other relevant information by Quinn Bennion, the City Administrator and Kate Gunja, the Assistant City Administrator, without any duty to further investigate or inquire.

14. Assignee Representations and Warranties. Assignee represents and warrants to City and Assignor the following:

a. Assignee has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to assume and perform rights, duties, interests and obligations of the Assignor under the Village CID Development Agreement.

b. Assignee has the qualifications and financial responsibility necessary and adequate to fulfill the obligations of the Developer being assigned to and assumed by Assignee.

c. From and after the Effective Date, it shall be bound by the provisions of the Village CID Development Agreement as "Developer" thereunder.

d. Assignee has received a copy of the Village CID Development Agreement, together with copies of all City records it has requested relating to the Village CID Development Agreement.

15. Amendment to Section 8.01 of Village CID Development Agreement. The parties hereto agree that as of the Effective Date, Section 8.01 "Developer Event of Default" of the Village CID Development Agreement is amended to add the following at the end of said section:

"Developer Event of Default" shall also mean a default by Global Retail Investors, LLC, a Delaware limited liability company, ("Guarantor") under that certain Guaranty of Payment and Performance Obligations for the benefit of the City effective as of the Effective Date (as defined therein) of an Assignment and Assumption Agreement for the Village CID Development Agreement among PV Retail Partners, LLC, as Assignor, GRI Prairie Village, LLC, as Assignee, and the City, and continuance of such default or breach for a period of 30 days after City has delivered to Developer and Guarantor a

written notice specifying such default or breach and requiring it to be remedied; provided, that if such default or breach cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied and the Guarantor is diligently attempting to remedy such default or breach, such default or breach shall not constitute an event of default if the Guarantor shall promptly upon receipt of such notice diligently attempt to remedy such default or breach and shall thereafter prosecute and complete the same with due diligence and dispatch.

16. Notices. All notices, requests and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail with postage prepaid as follows:

If to Assignee:

GRI PRAIRIE VILLAGE, LLC
Attn: Jeffrey S. Distenfeld
c/o First Washington Realty, Inc.
4350 East-West Highway, Suite 400
Bethesda, MD 20814

With a copy to:

Lewis, Rice & Fingersh, L.C.
1010 Walnut, Suite 500
Kansas City, Missouri 64106
Attn: William Carr, Esq.

If to Assignor:

c/o Landmark Retail Properties, LLC
3955 West 83rd Street
Prairie Village, Kansas 66208
Attention: Kylie Stock

With a copy to:

Polsinelli PC
6201 College Boulevard, Suite 500
Overland Park, Kansas 66211
Attention: Curtis Petersen, Esq.

If to City:

City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208
Attention: City Administrator

With a copy to:

Lathrop & Gage, LLP
10851 Mastin, Suite 1000
Overland Park, Kansas 66210
Attention: Catherine P. Logan, Esq.

On the Effective Date, the address for Developer as set forth in Section 9.13 of the Village CID Development Agreement shall be the address of Assignee, with copy to Assignee's counsel, set forth above.

17. Successors and Assigns. All rights, benefits and obligations of Assignor, Assignee and City hereunder shall inure to and bind Assignor, Assignee and City, respectively and this Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

18. Governing Law. This Assignment shall be governed by the laws of the State of Kansas.

19. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

20. Full Force and Effect. The Village CID Development Agreement, as modified by Section 15 of this Assignment, shall continue in full force and effect in accordance with its terms.

[Remainder Of This Page Intentionally Left Blank; Signature Pages Immediately Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the day and year first above written.

ASSIGNOR:

PV RETAIL PARTNERS, LLC, A KANSAS LIMITED LIABILITY COMPANY

By: Landmark Retail Properties, LLC, a Missouri limited liability company

By: Enterprises Retail Investors, LLC, a Missouri limited liability company

By: _____
William D. Cosentino, President

By: Group Retail Investors, LLC, a Missouri limited company

By: _____
David G. Cosentino, President

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by William D. Cosentino and David G. Cosentino, as authorized representatives of PV Retail Partners, LLC.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

ASSIGNEE:

**GRI PRAIRIE VILLAGE, LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

By: Global Retail Investors, LLC,
a Delaware limited liability company
Its sole member

By: First Washington Realty, Inc.,
a Maryland corporation
Its manger

By: _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by
_____, as authorized representatives of GRI Prairie Village, LLC.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day
and year first above written.

NOTARY PUBLIC

My Commission Expires:

CITY:

CITY OF PRAIRIE VILLAGE, KANSAS

Ronald L. Shaffer, Mayor

ATTEST:

Joyce Hagen-Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me on _____, 2014 by Ronald L. Shaffer and Joyce Hagen-Mundy as Mayor and City Clerk, respectively, of the City of Prairie Village, Kansas.

In Testimony Whereof, I have hereunto set my hand and affixed by official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION OF VILLAGE COMMUNITY IMPROVEMENT DISTRICT

File No. 2010-0303

Prairie Village

February 17, 2010

Revised March 29, 2010

CID Description

All that part of the Southwest Quarter of Section 15, the Southeast Quarter of Section 16, and the Northeast Quarter of Section 21, all lying in Township 12 South, Range 25 East, in Prairie Village, Johnson County, Kansas, described as follows:

BEGINNING at the Northeast corner of the Northeast Quarter of Section 21, Township 12 South, Range 25 East; thence South 2 degrees 16 minutes 41 seconds East along the East line of the Northeast Quarter of said Section 21 a distance of 30.00 feet to a point on the Easterly prolongation of the South right of way line of 71st Street; thence South 86 degrees 53 minutes 11 seconds West along the South right of way line of 71st Street and its prolongation a distance of 1088.72 feet to a point on the centerline of Tomahawk Road; thence in a Northeasterly direction along the centerline of Tomahawk Road and along a curve to the right whose initial tangent bears North 35 degrees 13 minutes 52 seconds East, having a radius of 2400.00 feet, through a central angle of 2 degrees 33 minutes 57 seconds, an arc distance of 107.48 feet to a point; thence North 37 degrees 47 minutes 49 seconds East along the centerline of Tomahawk Road a distance of 133.88 feet to a point; thence in a Northeasterly direction along the centerline of Tomahawk Road and along a curve to the right, having a radius of 2540.00 feet, through a central angle of 5 degrees 38 minutes 00 seconds, an arc distance of 249.73 feet to a point; thence North 43 degrees 25 minutes 49 seconds East along the centerline of Tomahawk Road a distance of 101.12 feet to a point; thence in a Northeasterly direction along the centerline of Tomahawk Road and along a curve to the left, having a radius of 538.05 feet, through a central angle of 26 degrees 07 minutes 52 seconds, an arc distance of 245.39 feet to a point; thence North 17 degrees 20 minutes 36 seconds East along the centerline of Tomahawk Road a distance of 128.03 feet to a point; thence in a Northeasterly direction along the centerline of Tomahawk Road and along a curve to the right whose initial tangent bears North 17 degrees 28 minutes 08 seconds East, having a radius of 1218.00 feet, through a central angle of 9 degrees 22 minutes 33 seconds, an arc distance of 199.31 feet to a point; thence North 26 degrees 50 minutes 41 seconds East along the centerline of Tomahawk Road a distance of 185.88 feet to a point; thence in a Northeasterly direction along the centerline of Tomahawk Road and along a curve to the right, having a radius of 410.00 feet, through a central angle of 28 degrees 46 minutes 12 seconds, an arc distance of 205.87 feet to a point; thence South 64 degrees 01 minutes 44 seconds East a distance of 67.86 feet to a point; thence South 1 degree 47 minutes 56 seconds East a distance of 10.83 feet to a point; thence North 88 degrees 12 minutes 04 seconds East a distance of 115.98 feet to a point on the West right of way line of Mission Lane; thence North 2 degrees 19 minutes 27 seconds West along the West right of way line of Mission Lane a distance of 97.09 feet to a point; thence in a Northwesterly direction along the West right of way line of Mission Lane and along a curve to the left, having a radius of 15.00 feet, through a central angle of 123 degrees 27 minutes 14 seconds, an arc distance of 32.32 feet to a point on the Southerly right of way line of Tomahawk Road; thence North 54 degrees 13 minutes 37 seconds East a distance of 108.79 feet to a point

on the East right of way line of Mission Lane; thence South 2 degrees 19 minutes 27 seconds East along the East right of way line of Mission Lane a distance of 177.09 feet to a point; thence North 87 degrees 40 minutes 31 seconds East a distance of 195.87 feet to a point on the centerline of Mission Road; thence in a Southwesterly direction along the centerline of Mission Road and along a curve to the right whose initial tangent bears South 21 degrees 30 minutes 37 seconds East, having a radius of 860.00 feet, through a central angle of 28 degrees 38 minutes 25 seconds, an arc distance of 429.89 feet to a point; thence South 7 degrees 07 minutes 47 seconds West along the centerline of Mission Road a distance of 101.50 feet to a point; thence in a Southwesterly direction along the centerline of Mission Road and along a curve to the right, having a radius of 410.00 feet, through a central angle of 28 degrees 09 minutes 01 seconds, an arc distance of 201.44 feet to a point; thence South 35 degrees 16 minutes 47 seconds West along the centerline of Mission Road a distance of 49.38 feet to a point; thence South 35 degrees 17 minutes 09 seconds West along the centerline of Mission Road a distance of 111.77 feet to a point; thence in a Southwesterly direction along the centerline of Mission Road and along a curve to the left, having a radius of 365.00 feet, through a central angle of 37 degrees 34 minutes 28 seconds, an arc distance of 239.37 feet to a point; thence South 2 degrees 17 minutes 17 seconds East along the centerline of Mission Road a distance of 102.21 feet to the POINT OF BEGINNING and containing 977,418 Square Feet or 22.438 Acres, more or less.

The description above includes all property owned by the Applicant and shall also include all of the Prairie Lane right-of-way that is adjacent to the property described above, as well as all other right-of-way that is adjacent to the property described above to the center line thereof.

EXHIBIT B

GUARANTY ATTACHED

GUARANTY OF PAYMENT AND PERFORMANCE OBLIGATIONS

THIS GUARANTY OF PAYMENT AND PERFORMANCE OBLIGATIONS (the “Guaranty”) is made as of _____, 201__, by Global Retail Investors, LLC, a Delaware limited liability company, (“Guarantor”) for the benefit of the City of Prairie Village, Kansas, a municipal corporation duly organized under the laws of the State of Kansas (the “City”).

WITNESSETH:

WHEREAS, PV RETAIL PARTNERS, LLC, a Kansas limited liability company (“Assignor”) as “Developer,” and the City entered into that certain Development Agreement dated September 20, 2010, which was amended by that certain First Amendment to Development Agreement dated as of October 31, 2012 (as amended, the “Village CID Development Agreement”), which provided for the redevelopment of Prairie Village Shopping Center in Prairie Village, Kansas.

WHEREAS, GRI Prairie Village, LLC, a Delaware limited liability company (“Assignee”) desires for the City to execute that certain Assignment and Assumption Agreement (Village Community Improvement District) dated _____, 201__, made by and among the City, Assignor and Assignee, (the “Assignment”), whereunder Assignee will assume certain payment, performance and other obligations of Assignor to City pursuant to the Village CID Development Agreement;

WHEREAS, Guarantor is the sole member of Assignee and will benefit from Assignee acquiring the shopping center, assuming the rights and obligations of Assignor under the Village CID Development Agreement pursuant to the Assignment, and the City executing the Assignment;

WHEREAS, as an inducement for City to execute the Assignment and thereby consent to the assignment and assumption of certain rights and obligations under the Village CID Development Agreement, the City has conditioned such consent on this Guaranty and Guarantor has agreed to provide it, subject to the provisions herein contained;

NOW, THEREFORE, IN CONSIDERATION of the foregoing premises, the City’s execution of the Assignment and other valuable consideration, the receipt and sufficiency of which the Guarantor acknowledges, Guarantor hereby agrees as follows:

1. Subject to the provisions of this Guaranty, Guarantor hereby absolutely, unconditionally and irrevocably guarantees the prompt, complete, and full payment and performance, when due of all payments, obligations and undertakings of Assignee to the City under the Assignment and the Village CID Development Agreement, as the same now or hereafter exist, of whatever kind or character, as such payments, obligations and undertakings may be amended from time to time with the joint written consent of the City and Assignee (the “Guaranteed Obligations”).

2. This is a guaranty of payment and not of collection, so the City has the right to enforce this Guaranty against Guarantor even if City has not exhausted, has waived or has released, in whole or in part, City's remedies against anyone else obligated from time to time to pay the Guaranteed Obligations. With respect to any payments that constitute Guaranteed Obligations, Guarantor will make such payments to City when due, in legal tender of the United States of America, in same-day funds, without set-off or deduction or counterclaim other than those Assignee may have.

3. Guarantor acknowledges that as an inducement for City to execute the Assignment and provide the consent set forth therein, the City has conditioned such consent on the execution of this Guaranty.

4. If City presently holds one or more guaranties, or hereafter receives additional guaranties from Guarantor, City's rights under all guaranties of Guarantor shall be cumulative. This Guaranty shall not affect or invalidate any such other guaranties. Guarantor's liability will be Guarantor's aggregate liability under the terms of this Guaranty and any such other unexpired guaranties.

5. Except as otherwise provided herein, this Guaranty is not limited in time or amount. No payments or performances made of the Guaranteed Obligations will discharge or diminish Guarantor's liability under this Guaranty for any remaining and succeeding Guaranteed Obligations except as otherwise provided herein.

6. This Guaranty will take effect on the date hereof without the necessity of any acceptance by City, or any notice to Guarantor or anyone else of acceptance, and will continue in full force until all the Guaranteed Obligations shall have been fully and finally paid and/or satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. Guarantor shall have no right of revocation of this Guaranty without the specific written consent and agreement of the City. Guarantor expressly waives notice of acceptance of this Guaranty presentment for payment, demand, notice of any and all proceedings to collect or enforce any of the Guaranteed Obligations, and all such other notices whatsoever and diligence in collecting or enforcing the Guaranteed Obligations, but this shall not be construed as a waiver of any of the foregoing with respect to Assignee. Guarantor hereby waives and agrees not to assert or take advantage of (i) any right to require City to proceed against Assignee at any time or to pursue any other remedy in City's power before proceeding against Guarantor, (ii) the defenses of the statute of limitations, laches or res judicata not otherwise available to Assignee, in any action hereunder for the collection or performance of any of the Guaranteed Obligations, (iii) any defense that might arise by reason of incapacity, lack of authority, death or disability of, or revocation hereof by Assignee or the failure of City to file or enforce any other proceeding against Assignee, and (iv) any defense based upon the exercise by City of any right or remedy provided to City hereunder or under the Village CID Development Agreement or Assignment, but only to the extent such defense is not otherwise available to the Assignee, even though such exercise may impair subordination rights of Guarantor. Guarantor hereby waives and agrees not to assert or take advantage of any and all rights or defenses based on (A) any election of remedies by City which could arguably destroy or otherwise adversely affect Guarantor's subrogation rights or Guarantor's rights to proceed against Assignee or any third party for reimbursement, including without limitation, any loss of rights Guarantor may suffer by reason

of any law limiting, qualifying, or discharging the Guaranteed Obligations; (B) any other defense of Assignee, of any other guarantor, or of any other person, or by reason of the cessation of Assignee's liability from any cause whatsoever, other than payment and performance in full, in legal tender as applicable, of the Guaranteed Obligations; and (C) any defenses given to guarantors at law or in equity other than actual payment of the Guaranteed Obligations. Guarantor further waives and agrees not to assert or claim at any time any deductions to the amount guaranteed under this Guaranty for any claim of setoff, counterclaim, counter demand, recoupment or similar right, whether such claim, demand or right may be asserted by the Guarantor or any other person, entity or property that might otherwise be liable, in whole or in part, for the Guaranteed Obligations. Notwithstanding anything to the contrary contained in this Guaranty, nothing herein shall be construed as a waiver of any defense or right available to Assignee and Guarantor may exercise any of the same; it being understood and agreed that while Guarantor is a guarantor of the Guaranteed Obligations, those obligations shall not exceed those of Assignee under the Assignment and the Village CID Development Agreement and all defenses and claims available to Assignee thereunder shall be available to Guarantor.

7. All Guaranteed Obligations arising under any renewals, extensions, substitutions, and/or modifications of the Village CID Development Agreement or the Assignment, to the extent agreed to in writing between the City and Assignee, are included as Guaranteed Obligations. The City's costs and expenses, including without limitation all court costs and reasonable attorneys' fees, incurred or paid by City in enforcing this Guaranty are also Guaranteed Obligations and will be paid in full by Guarantor immediately upon demand, but only to the extent the City is the prevailing party in any such enforcement proceedings.

8. Guarantor authorizes City, without notice or demand and without lessening Guarantor's liability under this Guaranty, from time to time: (A) to amend, modify or otherwise alter the Village CID Development Agreement, the Assignment or any document referred to or executed pursuant to either of those documents but only with the written consent of Assignee; (B) to release, add, substitute, agree not to sue, or deal, in whole or in part, from time to time with any one or more of any principals (including without limitation the Assignee and Assignor), sureties, endorsers, or other guarantors otherwise liable or obligated for any portion or all of the Guaranteed Obligations on any terms or in any manner City may choose; (C) to release, surrender, subordinate any or all collateral or other security of City to assure payment or performance of the Guaranteed Obligations; (D) to determine how, when and what application of payments and credits shall be made on the Guaranteed Obligations should same become due or be deemed paid or performed; (E) to modify, extend, or change the time for or manner of performance of any of the Guaranteed Obligations but only with the consent of the Assignee; (F) compromise or settle with Assignee any Guaranteed Obligations due and owing or claimed to be due and owing to City; and (G) to permit an assignment of the obligations to pay any Guaranteed Obligations from Assignee to any third person.

9. Guarantor represents and warrants to City that (A) no representations or agreements of any kind have been made to Guarantor which would limit or qualify in any way the terms of this Guaranty; (B) Guarantor has full and requisite power, right and authority to enter into this Guaranty; (C) the provisions of this Guaranty do not conflict with or result in a default under any agreement or other instrument binding upon Guarantor and do not result in a violation of any law, regulation, court decree or order applicable to Guarantor; (D) Guarantor has provided to

City (or its consultants) financial and credit information of Guarantor in form deemed acceptable by City, and all such financial information of Guarantor provided is true and correct in all material respects and fairly presents Guarantor's financial condition as of the date of such financial information; (E) no material adverse change has occurred in Guarantor's financial condition since the date of the most recent financial statements provided to City and no event has occurred since the date thereof which may materially adversely affect Guarantor's financial condition; (F) City has made no representation to Guarantor as to the creditworthiness of any party to the Assignment; (G) Guarantor has established adequate means of obtaining from Assignee under the Assignment on a continuing basis information regarding such Assignee's financial condition; and (H) that the execution of this Guaranty and the assumption of Guarantor of the obligations hereunder will result in direct financial benefit to Guarantor.

10. In the event of a default in the payment of any of the Guaranteed Obligations by Assignee under the Assignment or the Village CID Development Agreement, City shall have the right to enforce City's rights, powers, and remedies thereunder, hereunder, or pursuant to any other instrument concerning or securing the Assignment or Village CID Development Agreement; and City shall have the right to enforce City's rights, powers, and remedies in any order as City may deem advisable. All rights, powers, and remedies available to City in such event shall be non-exclusive and cumulative of all other rights, powers, and remedies provided thereunder or hereunder or by law or in equity. The Guarantor's guarantee of the Guaranteed Obligations hereunder are independent of the obligations of Assignee under the Assignment and the Village CID Development Agreement, and City may proceed directly to enforce the rights provided to City by this Guaranty, without first proceeding against or joining Assignee or any other person. Until all of the obligations of the Assignee under the Assignment and the Village CID Development Agreement have been paid and performed in full, Guarantor shall not enforce any of its subrogation rights or any other remedy which Guarantor may have against Assignee.

Notwithstanding anything to the contrary in this Guaranty, City and Guarantor agree that Guarantor's obligations under this Guaranty shall not exceed the sum of Ten Million Dollars (\$10,000,000) in the aggregate, except that such amount limitation shall not be applicable to the costs that are a part of the Guaranteed Obligations under the second sentence of paragraph 7 hereof.

11. City shall have no obligation to disclose to Guarantor any information or documents relating to the Assignee, the Assignor, any of the Guaranteed Obligations or the Village CID Development Agreement.

12. If payment or performance of any or all of the Guaranteed Obligations is made by Assignee or by any third party, whether voluntarily or otherwise, and thereafter City is forced to remit the amount of that payment to Assignee's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, the Guaranteed Obligations shall, to the extent so remitted, be considered unpaid for the purpose of the enforcement of this Guaranty.

13. Guarantor agrees that the Guaranteed Obligations, whether now existing or hereafter created, shall be superior to any claim that Guarantor may now have or hereafter acquire against Assignee, whether or not Assignee is or becomes insolvent. Guarantor hereby expressly

subordinates any claim Guarantor may have against Assignee, upon any account whatsoever, to any claim that City may now or hereafter have against Assignee. In the event of insolvency and consequent liquidation of the assets of Assignee, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Assignee applicable to the payment of the claims of both City and Guarantor shall be paid to City and shall be first applied by City to the Guaranteed Obligations. Guarantor does hereby assign to City all claims which it may have or acquire against Assignee in any bankruptcy of Assignee; provided however, that such assignment shall be effective only for the purpose of assuring to City full payment and performance, in legal tender as applicable of the Guaranteed Obligations.

14. No alteration of or amendment to this Guaranty shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

15. Guarantor represents to City that: (A) this Guaranty has been duly executed and delivered by Guarantor, and constitutes the legal, valid, and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, (B) all acts, conditions, consents, resolutions, authorizations, grants of approval, and things which are required to be done and performed to fully authorize the execution, delivery, and performance of this Guaranty have taken place, and (C) this Guaranty does not violate any law, regulation, governmental requirement, judgment, order, or decree or any agreement binding on the Guarantor.

16. This Guaranty will be governed by the laws of the State of Kansas without regard to conflicts of law provisions.

17. If there is a lawsuit concerning this Guaranty or the Guaranteed Obligations, Guarantor agrees that in the City's sole discretion the case shall be filed and/or transferred to the jurisdiction and the courts of Johnson County, State of Kansas. City and Guarantor hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either City or Guarantor against the other.

18. The words "Guarantor," "Assignee," and "City" include any heirs, successors, assigns, and transferees of each of them. If a court finds that any provision of this Guaranty is not valid or should not be enforced, the remainder of this Guaranty will be valid and enforceable. If any one or more of Assignee or Guarantor are corporations, partnerships, limited liability companies, or similar entities, it is not necessary for City to inquire into the powers of Assignee or Guarantor or of the officers, directors, partners, managers, or other agents acting or purporting to act on their behalf, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Guaranty.

19. Any notice required to be given under this Guaranty shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown in this Guaranty. Any party may change its address for notices under this Guaranty by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes,

Guarantor agrees to keep City informed at all times of Guarantor's current address. Unless and until changed by a notice given to the other party, the address for notices to the City and to the Guarantor are as follows:

Address of City

City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208
Attention: City Administrator

With a copy of all written communication to:

Lathrop & Gage LLP
10851 Mastin Boulevard
Building 82, Suite 1000
Overland Park, KS 66210
Attention: Catherine P. Logan, Esq.

Address of Guarantor

Global Retail Investors, LLC
c/o First Washington Realty, Inc.
4350 East West Highway, Suite 400
Bethesda, MD. 20814
Attention: Jeffrey S. Distenfeld

20. City shall not be deemed to have waived any rights under this Guaranty unless such waiver is given in writing and signed by City. No delay or omission on the part of City in exercising any right shall operate as a waiver of such right or any other right. A waiver by City of a provision of this Guaranty shall not prejudice or constitute a waiver of City's right otherwise to demand strict compliance with that provision or any other provision of this Guaranty. No prior waiver by City, nor any course of dealing between City and Guarantor, shall constitute a waiver of any of City's rights or of any of Guarantor's obligations as to any future transactions. Whenever the consent of City is required under this Guaranty, the granting of such consent by City in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of City.

21. This Guaranty shall be binding upon and inure to the benefit of the parties, their successors and assigns.

22. Throughout the term of this Guaranty, Guarantor covenants to maintain a net worth of not less than Twenty Million Dollars (\$20,000,000.00). Within one hundred twenty (120) days after the end of each of Guarantor's fiscal years, Guarantor shall provide to the City a written letter from Guarantor's independent auditors confirming that as of the end of the last fiscal year Guarantor has net assets in excess of Twenty Million Dollars (\$20,000,000.00).



6201 College Boulevard, Suite 500, Overland Park, KS 66211-2435 • 913.451.8788

November 5, 2014

Curtis J. Petersen
(913) 234-7458
(816) 572-5313 Direct Fax
cpetersen@polsinelli.com

Via United States Mail
Via Email

Mr. Quinn Bennion
City Administrator
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

Re: Corinth Square and Prairie Village CIDs

Dear Quinn,

You are aware of the plans by our clients, the owners (“Developer”) of the Corinth Square and Prairie Village Shopping Centers (the “Shopping Centers”), to sell the Shopping Centers to First Washington Realty, Inc. (“Purchaser”). As we have discussed with the City, in conjunction with the sale, Developer plans to assign, and Purchaser plans to assume, the rights and obligations of Developer under the Community Improvement District Development Agreements for each of the Shopping Centers.

Under Section 5.01.A. of the Development Agreements, the City Council’s consent to an assignment of the Development Agreements is required, based on an evaluation of the proposed assignee’s qualifications and financial responsibility to fulfill the obligations of the Developer under the Development Agreements.

On behalf of Developer, we respectfully request the City Council’s consent to the aforementioned assignment and assumption of the Development Agreements at the November 17, 2014 City Council meeting.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "CJP", written over a horizontal line.

Curtis J. Petersen

CJP;jlh

cc: Katie Logan, Esq. (via e-mail)

First Washington Realty Global Retail Investors



Who We Are

- Joint Venture between First Washington Realty, Inc. (FWR) and the California Public Employees' Retirement System (CalPERS).
- Owns a controlling interest in 93 shopping centers with a market value of approximately \$3.5 Billion, located across the United States.
- CalPERS is the largest public pension fund in the U.S. with ~\$300B in assets; serves 1.6 million beneficiaries.

Experience & Capabilities

Experience

- Privately owned real estate investment, advisory and management company, formerly traded on the NYSE as FRW.
- Since 1983, our sole focus is neighborhood community shopping centers.
- We invest our own money and own for the long term.
- Our principals have worked together for over 25 years and managed or financed over \$20B in real estate.
- Our average employee tenure is > 15 years.

Capabilities

- Acquisitions & Market Analysis
- Leasing & Property Management
- Finance, Reporting & Accounting
- Legal, HR & IT
- Development & Construction



First Washington Realty Global Retail Investors



Capabilities: Leasing Snapshot

1,200 new leasing transactions for over 5 million square feet since 2012

Financial Strength

1. GRI Balance Sheet
 - \$1.5 billion of equity
2. Conservative Use of Leverage
 - 35% leverage as of 11/12/2014
 - > 90% of debt is fixed rate
3. Risk Management
 - Geographic and tenant diversification
 - Low volatility; high occupancy
 - Staggered debt maturities

Contacts for Kansas City

Joshua M. Brown
Executive Vice President and Chief Investment Officer
jbrown@firstwash.com
(214) 389-8808

Alex Nyhan
Senior Vice President
anyhan@firstwash.com
(301) 907-7800



ASSIGNMENT OF DEVELOPER'S RIGHTS
VILLAGE COMMUNITY IMPROVEMENT DISTRICT
CORINTH SQUARE COMMUNITY IMPROVEMENT DISTRICT

A REPORT TO THE PRAIRIE VILLAGE CITY COUNCIL

NOVEMBER 17, 2014

Prepared by:
Ted A. Murray, CEO
Colliers International | Kansas City

INTRODUCTION

On September 29, 2014, the Finance Committee of the Prairie Village City Council met regarding the process for reviewing the transfer of CID Development Agreements relating to Prairie Village Shopping Center and Corinth Square Shopping Center. Both agreements provide “that the Developer’s rights and certain of the Developer’s obligations thereunder, may not be assigned, in whole or in part, to another entity, without the prior approval of the Governing Body of the City by resolution, and that the Governing Body shall provide such consent unless a proposed assignee does not have qualifications and financial responsibility, as reasonably determined by the Governing Body, necessary and adequate to fulfill the obligations of the Developer being assigned.”

In order to assist the Governing Body in making such a determination, the Finance Committee recommended the hiring of Ted A. Murray, CEO of Colliers International | Kansas City (Consultant) as a consultant to review the proposed assignee and it’s abilities relating to meeting the necessary qualifications and financial responsibilities required by Developer in the CID Development Agreements. Mr. Murray’s qualifications can be found in Exhibit A of this report.

SCOPE OF ASSIGNMENT

The scope of the consulting assignment includes the following data points:

- A. Review both Development Agreements and any Amendments
- B. Review Developer obligations in both Agreements
- C. Research proposed Buyer/Assignee
 - a. Overall company
 - b. Real Estate activities of the company
 - c. Ability to meet the Developer obligations
- D. Interview contacts of Buyer regarding plans

REVIEW OF DOCUMENTS

The following documents were reviewed by Consultant.

- A. Development Agreement for the Corinth Square Community Improvement District, dated as of September 20, 2010

- B. Development Agreement for the Village Community Improvement District, dated as of September 20, 2010
- C. Amendments to both documents

After reviewing both Agreements and the Developer obligations found in both Agreements, Consultant determined that the following aspects of the Buyer needed to be reviewed in order to determine its capacity to assume the obligations of the Seller as the Assignee.

- A. Corporate structure
- B. Corporate real estate experience
- C. Corporate operations
- D. Proposed transaction
- E. Future positioning of both properties

CORPORATE STRUCTURE

The following information has been provided to Consultant by Joshua Brown, Chief Investment Officer at First Washington Realty. The proposed Buyer is Global Retail Investors, LLC (“GRI”) a Delaware Limited Liability Company. The owners of this LLC are First Washington Investment II, LLC and the California Public Employees’ Retirement System (CalPERS). GRI has \$1.5 billion of equity available to make acquisitions of real property around the country. Actual title of the Corinth and Prairie Village Shopping Centers will most likely be taken by separate Kansas LLC’s formed for this purpose, but the equity will be provided by GRI. The owners of these new Kansas LLC’s will be the same entities that own Global Retail Investors, LLC.

First Washington Investment II consists of 5 individual Principals of First Washington Realty (FWR). They have provided some of the equity to GRI but the amount has not been disclosed. The Principal primarily involved with the acquisition of Prairie Village and Corinth Shopping Centers is Joshua Brown. Mr. Brown is Executive Vice President and Chief Investment Officer of First Washington Realty, Inc. as well as being one of the 5 principals of First Washington Investment II. He is responsible for all firm investments and expanding First Washington's national retail portfolio. Mr. Brown will also provide ongoing oversight of both shopping centers, including future positioning.

The California Public Employees' Retirement System is the largest pension fund in the United States and invests heavily in real estate. According to its website, "the CalPERS real estate program is comprised of two distinct portfolios - Core and Specialized. The Core Portfolio is managed to be broadly diversified by property type and geography, maintain high occupancy, emphasize current income and exhibit prudent use of leverage. The Core includes four property types: apartment, industrial, office, and retail. These investments are acquired and managed through REITs, separate accounts, partnerships and limited liability corporations between CalPERS and investment advisory firms. The program has developed partnerships with various external managers whose mandate is to explore new opportunities in various real estate sectors." According to an October 7, 2014 article in the Wall Street Journal, CalPERS has \$26 billion invested in real estate and plans to increase this by 27% according to its latest asset allocation report.

First Washington Realty (FWR) is one of the external managers that CalPERS utilizes to purchase and operate retail property. First Washington Realty, Inc. is the employer of the 5 Principals of First Washington Investment II and FWR is the entity that provides the real estate operating expertise for the ownership group.

CORPORATE REAL ESTATE EXPERIENCE

First Washington Realty and its related entities currently own 95 shopping centers located in 21 states and the District of Columbia. The centers contain 12 million square feet with over 2,000 retail tenants. FWR and its successor entities have been in existence for over 31 years. Its senior executives have been together since 1988. A related entity to FWR currently owns Brookside Shopping Center in Kansas City, MO. The Brookside Shopping Center also has a CID, although the structure in Kansas City, Missouri is different than in Prairie Village.

FWR has a full staff of real estate professionals and is organized to provide the full range of real services for its owned properties. The services include management, leasing coordination, accounting, acquisition and development services. Exhibits B and C show the organizational structure of FWR and its Principals.

Consultant asked for comments from colleagues within the Colliers International network regarding First Washington Realty. Responses included, "highly skillful in retail real estate", "very good at what they do", and "top management has been there for over 20 years". Consultant also conducted a phone interview with Marti

Lee, the District Manager of the Brookside CID. In 2005 the Brookside CID was formed to provide a source of funding through a sales tax for the ongoing maintenance and beautification of Brookside Shopping Center. Marti Lee's role is to manage the public areas with sales tax revenues generated by the CID. As such she is an employee of the Brookside CID. The FWR Brookside ownership entity is one of several owners in the Brookside CID, having purchased property in March, 2014. She provided no negative comments and indicated FWR has been diligent in attending all tenant meetings.

CORPORATE OPERATIONS

A typical structure for property purchased by GRI controlled entities will be used in Prairie Village. The single purpose LLC entities that will own each center will hire First Washington Realty to provide accounting, property management, leasing oversight and development oversight for both Prairie Village and Corinth Shopping Centers. Consultant has been informed that First Washington Realty plans to open an office in the Kansas City area and will staff it with property management and leasing oversight professionals to take care of not only the Prairie Village centers but also Brookside Shopping Center in Kansas City, MO and Fairway Shops. All accounting functions will be run out of the company headquarters in Bethesda, MD., as will development and construction management of future CID obligations.

TRANSACTION

The purchase price for the two centers is undisclosed. GRI reports that it intends to close the purchase using its equity resources. At a later date it may seek mortgage financing on a portion of the purchase price. The Buyer will assume all warranties for current construction. It is anticipated that all current construction will be completed and lien-free by the end of November. The closing is contingent on the assignment of CID rights and obligations. Following closing all CID payments will go to the Buyer.

POSITIONING

According to Joshua Brown, the plan of ownership is to own the assets and manage the retail operations on a long-term basis. In addition, the Buyer intends to add additional components to create a quality mixed-use environment that enhances the retail shopping experience. Mr. Brown indicated a preference to find local vs. national tenants for the two centers. Decisions regarding any future development or redevelopment will be made in conjunction with feedback from the community, public sector and First Washington Realty, according to Mr.

Brown. This may include the addition of quality housing and enhanced public spaces and gathering places. Mr. Brown also indicates additional land uses could be explored in the future as well. He prefers to pursue opportunities in a transparent and inclusive manner with appropriate opportunities for community and public sector input.

CONCLUSION

The Buyer's ownership has considerable equity strength and CalPERS is the largest pension fund in the United States with considerable real estate experience. Since the CID payments can only be made on a pay as you go basis, the Developer is required to advance funds for CID costs as necessary. This is not an issue for the Buyer.

The proposed Assignee has considerable experience in operating retail properties and is fully aware of all obligations to indemnify the City and related individuals against liabilities. Developer has a master policy through AON. AON is a global leader in risk management insurance.

All activities required under the CID relating to operating real estate can easily be met by the Assignee. Buyer owns 95 centers in 21 states and the District of Columbia and is fully aware of obligations regarding maintenance and repair, compliance with Laws and payment of taxes which are all important aspects of real estate ownership.

Consultant believes Global Retail Investors, LLC and First Washington Realty, Inc. appear to be highly qualified and have the experience and financial responsibility to assume the obligations of the Developer in both Development Agreements.



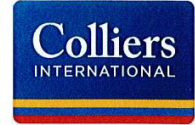
Ted A. Murray, CEO
Colliers International
4520 Main Street, Suite 1000
Kansas City, MO 64111
816-556-1114
ted.murray@colliers.com

EXHIBIT A
CONSULTANT
QUALIFICATIONS



Ted A. Murray

CEO | KANSAS CITY



ted.murray@colliers.com

EDUCATION AND QUALIFICATIONS

Bachelor of Economics – University of Missouri, Columbia

Master of Business Administration with emphasis in Marketing – University of Missouri – Kansas City

Master of Regional Planning– Cornell University

AFFILIATIONS AND MEMBERSHIPS

Licensed Real Estate Broker – Kansas and Missouri

ICSC

ULI – Small Scale Development Council

CONTACT DETAILS

DIR +1 816 556 1114
MAIN +1 816 531 5303
FAX +1 816 531 5409

Colliers International
4520 Main Street, Ste 1000
Kansas City, MO 64111

www.colliers.com

AREA OF EXPERTISE

Ted Murray began his real estate career in 1977 as a salesperson for Coldwell Banker Commercial Real Estate Services, where he also served as sales manager. In 1983, Ted was named director of marketing for the Linclay Corporation, a development company serving primarily the Midwest. Ted became the Kansas City operating partner for Property Company of America (PCA) in 1984, and in 1989, he and two other PCA partners formed The Winbury Group. Ted became CEO of the firm in 2005 and has been president of its predecessor companies since their inception in 1984. In 2010, Colliers International acquired an interest in The Winbury Group, merging the two into the Kansas City branch of Colliers International.

Ted has been in the commercial real estate business in Kansas City since 1977, bringing a vast amount of experience in commercial real estate development, brokerage and consultation. Since 1984, Ted has developed over 1.2 million square feet of commercial property in the Kansas City area.

PROFESSIONAL ACCOMPLISHMENTS

- Chairman of the Lee’s Summit Economic Development Council (2005 – 2006)
- Legal Board of Directors of Enterprise Bank and Trust (2005 – Present)
- Chairman of the Enterprise Bank Commercial Advisory Board (2012 – Present)
- Member of Colliers International U.S. Board of Advisors (2012 – Present)

- ULI’s Small Scale Development Council (2002 – Present)
- Chairman of the ULI Kansas City District Council (2007 – 2009)
- Broker of the year – Kansas City Regional Real Estate Board - 1997
- Past Ex-officio member of the board of directors of the Kansas City Chamber of Commerce
- Graduate of the Chamber’s Centurion program and past Chairman of the Chamber’s Metro Affairs Committee
- Past president of the Main Street Redevelopment Corporation
- Past board member of the UMKC Bloch School of Business Administration
- Past board member of Kansas City chapter of the National Association of Office and Industrial Parks

COMMUNITY INVOLVEMENT

- Leader’s Board of Department of Economics at the University of Missouri – Columbia (2012 – Present)
- Board of Directors – Real Estate Charitable Foundation (2010 – Present)
- Mentor with the Helzberg Entrepreneurial Mentoring Program (2003 – Present)
- Board member of Mill Street Park Association (1985 – Present)
- Member of Advisory Council of the Lewis White Center for Real Estate at the University of Missouri – Kansas City (2008 – Present)
- Past board member - American Cancer Society – Kansas City



Ted A. Murray

CEO | KANSAS CITY

ted.murray@colliers.com

REPRESENTATIVE CLIENTS AND PROJECTS

Beautification Award – City of Merriam, Kansas (Antioch Plaza)

Award of Landscape Excellence – City of Overland Park, Kansas (Commerce Plaza)

Best New Office Building Award – Squire Magazine (Twentieth Century Tower)

Commitment to Kansas City Award – Kansas City Corporation for Industrial Development (Twentieth Century Tower)

Special Recognition Award - Prestressed Concrete Institute (Twentieth Century Tower)

Cornerstone Award – Kansas City – Economic Development Council (Hewlett Packard Building)

EXHIBIT B

FIRST WASHINGTON REALTY, INC.

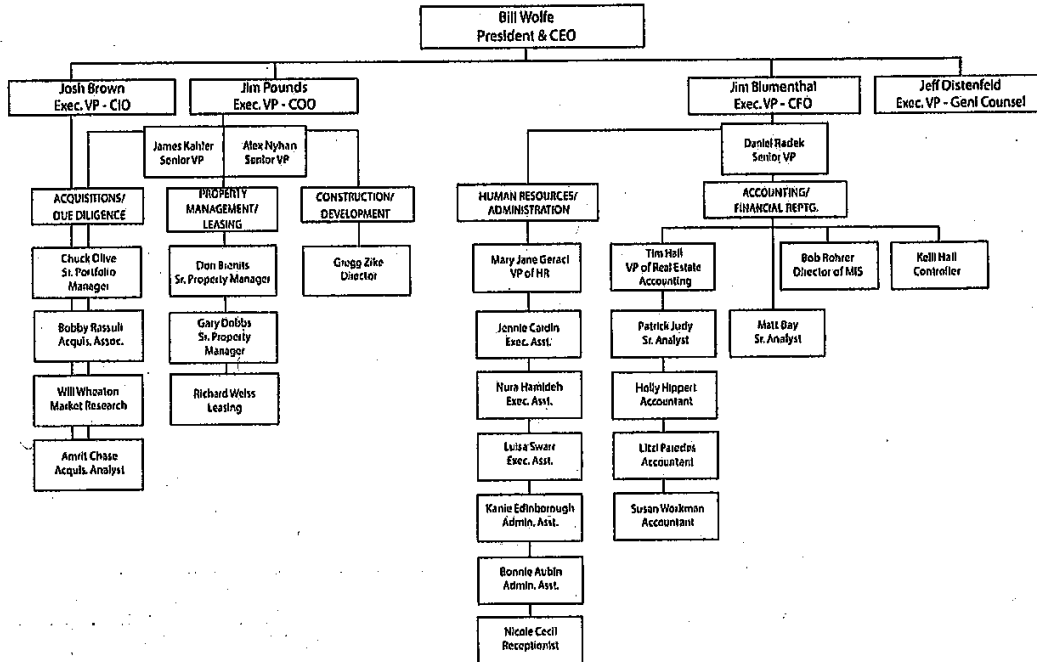


EXHIBIT C

Our People

 William J. Wolfe President and CEO	 James G. Blumenthal Executive Vice President and Chief Financial Officer	 Joshua M. Brown Executive Vice President and Chief Investment Officer	 Jeffrey S. Distenfeld Executive Vice President and General Counsel	 James G. Pounds Executive Vice President and Chief Operating Officer	 P. James Kahler Senior Vice President	 Alex Nyhan Senior Vice President
 Daniel J. Radek Senior Vice President of Finance	 Mary Jane Geraci Vice President of Human Resources	 Timothy J. Hall Vice President of Real Estate Accounting/Financial Rept.	 Stuart D. Halpert Chairman	 Matthew E. Bay Senior Financial Analyst	 Jennifer M. Cardin Executive Assistant	 Nicole Cecil Receptionist
 Amrit Chase Acquisitions Manager	 Gary A. Dobbs Senior Property Manager	 Kelli D. Hall Corporate Controller	 Nura Hamideh Executive Assistant	 Holly Hippert Property Accountant	 Patrick W. Judy Senior Financial Analyst	 Chuck Olive Director of Due Diligence
 Giovanna (Litz) Paredes Portfolio Accountant	 Babak (Bobby) Rassuli Acquisitions Director	 Robert (Bob) Rohrer Director of Management Information Systems	 Luisa Swarr Executive Assistant	 Richard I. Weiss Leasing Executive	 William R. Wheaton Director of Market Research	 Gregory D. Zike Jr. Director of Construction and Development

Owners and Principals

FIRST WASHINGTON REALTY

DRAFT



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/20/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 199 Fremont Street Suite 1500 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED California Public Employees' Retirement C/o First Washington Realty, Inc. Lincoln Plaza East 400 "Q" Street, Suite E4800 Sacramento CA 95814 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Zurich American Ins Co		16535
	INSURER C:		
	INSURER D:		
	INSURER E:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570055891653** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL0509594301	05/01/2014	05/01/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE064845325	05/01/2014	05/01/2015	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
							Products/Completed O	\$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

Certificate No : 570055891653

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Location: 4038 West 83rd Street Prairie Village KS 66208. Named Insured Includes: GRI Cornith North, LLC, GRI Cornith South, LLC. With respect to the referenced location, the City of Prairie Village, Kansas is included as additional insured, where required by written contract, but only with respect to liability for bodily injury, property damage or personal and advertising injury liability caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on behalf of the Named Insured in the performance of the Named Insured's ongoing operations or in connection with premises owned by or rented to the Named Insured. Coverage effective as-of acquisition. Please see cancellation provision for policy GL0509594301 attached.

CERTIFICATE HOLDER City of Prairie Village, Kansas Attn: City Administrator City Hall 7700 Mission Road Prairie Village KS 66208 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

DRAFT

AGENCY CUSTOMER ID:

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED CA Public Employees' Retirement System	
POLICY NUMBER GLO509594301		EFFECTIVE DATE: 05/01/2014	
CARRIER Zurich American Ins Co	NAIC CODE 16535		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

U-GL-1521-A CW (10/12)

DRAFT



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 199 Fremont Street Suite 1500 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122		FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:		
INSURED California Public Employees' Retirement c/o First Washington Realty, Inc. Lincoln Plaza East 400 "Q" Street, Suite E4800 Sacramento CA 95814 USA		INSURER A: National Union Fire Ins Co of Pittsburgh 19445 INSURER B: Zurich American Ins Co 16535 INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570055889864** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL0509594301	05/01/2014	05/01/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			BE064845325	05/01/2014	05/01/2015	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
							Products/Completed O	\$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

Certificate No : 570055889864

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Location: 6950 Mission Lane, Prairie Village KS 66208. Named Insured Includes: GRI Prairie Village, LLC. With respect to the referenced location, the City of Prairie Village, Kansas is included as additional insured, where required by written contract, but only with respect to liability for bodily injury, property damage or personal and advertising injury liability caused, in whole or in part, by the Named Insured's acts or omissions or the acts or omissions of those acting on behalf of the Named Insured in the performance of the Named Insured's ongoing operations or in connection with premises owned by or rented to the Named Insured. Coverage effective as-of acquisition. Please see cancellation provision for policy GL0509594301 attached.

CERTIFICATE HOLDER City of Prairie Village, Kansas Attn: City Administrator City Hall 7700 Mission Road Prairie Village KS 66208 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc.</i>
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DRAFT

AGENCY CUSTOMER ID:
LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED CA Public Employees' Retirement System	
POLICY NUMBER GL0509594301		EFFECTIVE DATE: 05/01/2014	
CARRIER Zurich American Ins Co	NAIC CODE 16535		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Blanket Notification to Others of Cancellation or Non-Renewal

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B. Our notification as described in Paragraph A. of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C. Our mailing or delivery of notification described in Paragraphs A. and B. of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs A. and B. of this endorsement.

All other terms and conditions of this policy remain unchanged.

U-GL-1521-A CW (10/12)

ADDENDUM TO NOVEMBER 17, 2014 REPORT

ASSIGNMENT OF DEVELOPER'S RIGHTS

VILLAGE COMMUNITY IMPROVEMENT DISTRICT
CORINTH SQUARE COMMUNITY IMPROVEMENT DISTRICT

A REPORT TO THE PRAIRIE VILLAGE CITY COUNCIL

NOVEMBER 17, 2014

Prepared by:
Ted A. Murray, CEO
Colliers International | Kansas City

NOVEMBER 25, 2014

On November 24, 2014, Consultant reviewed the June 30, 2013 and 2014 Audited Financial Statements of Global Retail Investors, LLC (GRI). The audit was prepared by PricewaterhouseCoopers, LLP, an internationally recognized accounting firm.

GRI is the sole member of both single purpose limited liability company entities that have been established to purchase the Corinth Square and Prairie Village Shopping Centers. As such, GRI is the source of equity for the purchase and ownership of both centers. Following the November 17 meeting with the City Council it is Consultant's understanding that GRI has offered to guaranty the obligations of the single purpose entities under the CID Development Agreements, subject to a \$10 million limit for each CID Development Agreement.

During the review of GRI and First Washington Realty (FWR), Consultant relied on several statements made by principals of FWR and various corporate communications. This includes the fact that California Employees' Retirement System (CalPERS) is a partner in GRI; that GRI contains equity of \$1.5 billion; that related single purpose entities to GRI own 93 shopping centers; and that principals of FWR have also invested equity into GRI.

Consultant was not allowed to take notes during the review but was able to spend as much time as needed to review the financial statements. Consultant has determined from this review that all prior statements regarding GRI have been accurate. Based on a review of the Audited Financial Statements, GRI, it is my opinion that First Washington Realty and its related entities have more than adequate financial resources to step into the role of Developer for the CID Development Agreements of both shopping centers.



MAYOR'S ANNOUNCEMENTS

December 1, 2014

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	12/02/2014	6:30 p.m.
Planning Commission	12/02/2014	7:00 p.m.
Insurance Committee	12/03/2014	4:30 p.m.
Environment/Recycle Committee	12/03/2014	7:00 p.m.
Sister City Committee	12/06/2014	1:00 p.m.
Park & Recreation Committee	12/10/2014	7:00 p.m.
Council Committee of the Whole	11/17/2014	6:00 p.m.
City Council	11/17/2014	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present a photography exhibit by Kathleen Manning in the R. G. Endres Gallery during the month of December. The artist reception will be Friday, December 12, from 6:00 - 7:30 p.m.

Save the date for the Mayor's Holiday Tree Lighting on Thursday, December 4, 2014 from 6 p.m. to 7 p.m.

Save the date for the annual Gingerbread House decorating parties on Sunday, December 7, 2014 at 1:30 p.m. OR 3:00 p.m.

INFORMATIONAL ITEMS
December 1, 2014

1. Council Committee of the Whole Minutes - November 17, 2014
2. Board of Zoning Appeals Agenda - December 2, 2014
3. Planning Commission Agenda - December 2, 2014
4. Mark Your Calendar

COUNCIL COMMITTEE OF THE WHOLE
November 17, 2014

The Council Committee of the Whole met on Monday, November 17, 2014 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Ashley Weaver with the following members present: Mayor Ron Shaffer, Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang, Laura Wassmer, Dan Runion, David Morrison, Ted Odell and Terrence Gallagher.

Staff Members present: Wes Jordan, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Kate Gunja, Assistant City Administrator; Nolan Sunderman, Assistant to the City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

Update regarding Corinth Square and Prairie Village Shops Community Improvement Districts

Quinn Bennion noted that at the time the Community Improvement Districts at the Corinth Square and Prairie Village Shopping Centers were created in 2010 a minority of the current City Council members were seated. In 2009, the Kansas Legislature enacted legislation allowing for the creation of Community Improvement Districts in Kansas which became effective January 1, 2010. In April, the city was approached by the owners of the shopping centers regarding the creation of CIDs for the shopping centers. The CIDs were approved on September 20, 2010 with Prairie Village becoming one of the first cities in Kansas to enact Community Improvement Districts. There are currently 15 to 20 enacted CIDs in Johnson County. Under the CID each center collects an additional 1% sales tax that became effective January 1, 2011. This additional 1% will be in effect for a maximum of 22 years, making the sales tax rate at both centers 9.375%.

As part of the Community Improvement Districts, the City Council entered into a Development Agreement which establishes the allowable uses of the additional sales tax funds. Under the Agreements, the Developer was required to start at least one Signature Project within two years from the approval of the Agreement and complete the project within five years. The developer must complete another CID project within five years of completion of the last CID project or within two years after the full reimbursement of the last completed project.

The Signature Project for the Prairie Village CID is improvements to Mission Lane. The Signature Project for the Corinth Square CID is the redevelopment of the former Tippin's building and façade improvements to the main Corinth Square building. The Project Maps for both CIDs are attached. The Developer has submitted and the City has approved Certificates of Substantial Completion for the following projects in Corinth Square:

- Project A1: Lot E, former Tippin's and Buildings A & B site work
- Project B2: Building F - Johnny's/Subway .

- Project C: Building C, Hen House ONLY

No Certificates of Substantial Completion have been submitted to date for the Village Shops. However, this project is nearing completion.

The City has approved one amendment to the Corinth Square Shops CID to include Project B2, Johnny's and Project B3, Arby's. The City has also approved an amendment to the Prairie Village Shops CID modifying the required construction start date of the Mission Lane Project from November 2, 2012 to May 2, 2013.

Allowable CID reimbursements

Kate Gunja stated the CID proceeds can only be used for project costs related to the approved projects as outlined in the Development Agreement. Project costs include both soft costs (attorney fees, application fees, design fees, etc.) and hard costs (actual construction costs). A percentage of Tenant Improvement Projects may also be eligible for reimbursement based on additional requirements outlined in the Agreement; however, no Tenant Improvement Projects have been submitted for reimbursement to date.

Under the Development Agreements, the Developer may also submit for reimbursement of interest from the time the expense occurred to when the expense is reimbursed with CID funds. The interest is simple interest based on prime plus an additional 2%. Tenant Improvement Projects are not eligible for interest reimbursement.

Sales Tax collections

At the time of each purchase, an additional 1% sales tax is collected by the retailer and sent to the Kansas Department of Revenue. The Kansas Department of Revenue then distributes the additional 1% to the City of Prairie Village which deposits the funds in a separate CID fund (one for Corinth Square CID and one for Village Shops CID). The fund is represented in the City's annual budget.

At the time of establishment of the CIDs, it was estimated that each CID would generate between \$400,000-\$450,000 annually. Actual yearly receipts (March to February) are as follows:

Shopping Center	2011	2012	2013
Corinth Square	\$423,199.97	\$444,523.23	\$477,418.88
Prairie Village	\$430,183.59	\$453,067.31	\$458,931.14

Reimbursements

The City of Prairie Village holds all funds collected by the CID until the developer requests reimbursement for an allowable expense. The City then reviews the reimbursement request to ensure that it was an eligible expense and the project is completed. The City then reimburses the developer for the requested eligible expenses on a "pay as you go" basis, meaning the Developer only receives funds based on the

amount of cash available in each of the CID Funds. The City is under no obligation to issue bonds for any project costs. No bonds have been issued for the CIDs to date. The total of reimbursements requested including already paid and outstanding reimbursements for each CID is:

Corinth Square	\$4,193,766.65**
Village Shops	\$3,953,177.72*

*Note: Village Shops CID Submission Reimbursement Request #11 is still under review by Staff and has not yet been officially approved.

**This amount does not include reimbursement of the required art element submitted and approved for \$45,942.

Administrative Fee

Under the Development Agreements, the City receives CID funds for an annual administration fee, reimbursement of legal and technical assistant costs, and reimbursement of costs associated with the construction of the public trails along Somerset Road in the Corinth Square CID and Tomahawk Road in the Village CID.

The annual administration fee is used to offset costs the City incurs related to the tracking of CID funds, administration of CID projects including review of the Developer Reimbursement Requests and ensuring construction is completed according to the approved plans. From time to time, the City incurs costs associated with legal review of documents and is also eligible for reimbursement of these costs as represented on the summary as “City fees.”

The Annual Administration fee is calculated on a percentage basis of 2.5% of the net CID sales tax received from the Kansas Department of Revenue. The Annual Administration fee cannot exceed \$20,000 per year. To date, the City has received the following in Administrative Reimbursement:

Corinth Square	\$33,615.12
Village Shops	\$33,567.96

Trails

Under the terms of the Corinth Square Development Agreement, funds were established for construction of a public trail along Somerset Road. The City then used these funds to construct the trail. The trail project was completed in 2011 for a total cost of \$50,978.87 which was submitted for and reimbursed to the City in December 2013.

Under the terms of the Village Shops Development Agreement, up to \$350,000 has been identified for the construction of a public trail along Tomahawk Road. To establish funds for construction, \$50,000 per year is being set aside until the \$350,000 balance is reached. The City will then use these funds to construct the trail and any unused funds will be returned to the CID fund. To date, \$150,000 has accumulated in that project account (2011, 2012 and 2013). The estimated project cost is \$298,131 and the trail project will be included in the 2016 CIP Budget.

Arts Projects

Under the terms of both Development Agreements, no less than 1.0% of the total amount of reimbursement shall go to Arts Projects. In Corinth Square, this obligation has been met with the installation of a sculpture piece on the east side of the center. The total for this sculpture and items related to installation was \$45,942. No items have been submitted to date for Arts Projects in the Village Shops.

Transparency and ongoing reporting

Kate Gunja noted the City is committed to open, transparent government. Upon final payment, the City posts the actual CID reimbursement request on the city's website. This is a unique and extraordinary practice for economic development projects. City staff also produces an Annual CID Report and regular updates are provided to City Council via email and at City Council Meetings.

Quinn Bennion noted that the CIDs represent only a part of the improvements to the center and do not reflect the total investment. Staff has reviewed all the construction permits for the Corinth Shopping Center since 2011. These permits reflect construction value improvements of \$11,254,770. This does not include soft costs such as landscaping and other work not requiring a building permit. Mr. Bennion stated the city's disclosure of CID information goes far beyond what is customary for other cities.

Mr. Bennion stated public comment on this issue will not be received this evening, but will be taken at the December 1st meeting.

EXECUTIVE SESSION

Jori Nelson moved pursuant to KSA 75-4319 (b) (6) that the Governing Body, recess into Executive Session in the Multi-Purpose Room for a period not to exceed 10 minutes for the purpose of discussing possible acquisition of property. Present will be the Mayor, City Council, City Administrator, Assistant to the City Administrator and City Attorney. The motion was seconded by Ruth Hopkins and passed unanimously.

The meeting was reconvened at 6:40 p.m.

City Attorney Katie Logan reviewed with the Council the rights and obligations that are being assigned. She noted the primary obligation of the current owner was the construction of the Signature Projects. The Corinth Shopping Center Project has been completed and will not be assigned to the new owner. The Prairie Village Shopping Center Project is essentially complete with the final paperwork not yet submitted. The other projects are optional. The Arts Project in Corinth has been completed, the Arts Project for the Prairie Village Shopping Center would be assigned. However, she noted there is no timetable on the completion of this project. Regarding the trails - the Corinth Trail has been completed and the Prairie Village Trail easements have been established with funds being set aside in designated accounts for this project which would be assumed by the new owners.

The on-going obligations that would be assigned to the new ownership are as follows:

- Complete the Mission Lane project in PV to extent not completed by the transfer date with completion required by 2018
- When planning completed for PV trail project, convey easements to city for the PV trail project
- Incur costs for arts project
- Indemnify City against claims arising as a result of Developer activities and carry insurance covering same
- Make Annual Reports to Governing Body
- Provide tenant information to Kansas Department of Revenue
- Maintain property in good condition
- Comply with laws which pertain to the ownership, occupancy, use and operation of the districts
- Pay taxes due on property in the districts
- Continue to operate the districts as shopping centers

Eric Mikkelson confirmed once the CID funding was accumulated for the trail at the Prairie Village Shops it would be a city project. Mrs. Logan replied that it would just as the completed Corinth Shops trail was a city project.

Overview of First Washington Realty

Joshua Brown, Executive Vice President and Chief Investment Officer of First Washington Realty stated his company would be purchasing the Corinth Square and Prairie Village Shopping Centers through Global Retail Investors, a joint venture between First Washington and the California Public Employee Retirement System (CalPERS). First Washington owns a controlling interest in 93 shopping centers with a market value of approximately \$3.5 billion located throughout the United States. It is a privately owned company with its sole focus in neighborhood community shopping centers. Their principals have worked together for over 25 years and managed or financed over \$20B in real estate. CalPERS is the largest public pension fund in the United States with approximately \$3B in assets.

Experience & Capabilities

- Acquiring and operating a national community shopping center portfolio
- Operating Principles
 - Focusing on becoming part of the community
 - Supporting local merchants; providing quality shopping experience
 - Attractive public places with targeted investment in capital improvements
 - \$6M budgeted for capital improvements next year
- Leasing History
 - 2012 - 538 transactions; 2.35 million square feet
 - 2013 - 443 transactions; 1.5 million square feet
 - 2014 to date - 313 transactions; 1.4 million square feet
 - Three year total - over 1200 leasing transactions; over 5 million SF

Mr. Brown stated they will continue to partner with LegaC during the transition and are opening an office at Brookside. They will be hiring a local management team and coordinate leasing through CBRE/Kansas City. Mr. Brown noted their centers had 95 - 96% occupancy from 2001 through 2014.

- Financial Strength
 - GRI Balance Sheet reflects \$1.5B of equity
 - Conservative Use of Leverage with 90% debt at a fixed rate
 - Risk Management
 - focuses on Geographic and tenant diversification
 - Low volatility; high occupancy
 - Staggered debt maturities
 - Disciplined acquisitions process

Joshua Brown stated his company is excited to become a part of the Prairie Village Community. They intend to remain in the community for the long term and have deep financial pockets to support continued investment in the centers.

Colliers International Financial Analysis

Ted Murray, CEO of Colliers International, stated he was hired by the City to review the proposed assignee and its abilities relating to meeting the necessary qualifications and financial responsibilities required by the Developer in the CID Development Agreements for the Corinth Square and Prairie Village Shopping Centers. In the review process he reviewed both development agreements and amendments and the developer obligations in both agreements. He then researched the proposed buyer/assignee relative to the condition of the overall company, the real estate activities of the company and the ability to meet the Developer obligations. He also met with representatives of the buyer regarding future plans and with managers who have been or currently are part of their centers.

Mr. Murray stated that the corporate structure and real estate experience as well as corporate operations had already been presented in Mr. Brown's comments.

The purchase price of the two centers is undisclosed; however, it will be a cash purchase. The buyer will assume all warranties for current construction; although, it is anticipated that all current construction will be completed and lien-free by the end of the November. The closing is contingent on the assignment of CID rights and obligations. Following the closing all CID payments will go to the buyer.

According to Joshua Brown, the plan of ownership is to own the assets and manager the retail operations on a long-term basis. In addition, the buyer intends to add additional components to create a quality mixed-use environment that enhances the retail shopping experience. He has indicated a preference to find local vs. national tenants for the two centers. Decisions regarding any future development or redevelopment will be made in conjunction with feedback from the community, public section and First Washington Realty. This may include the addition of quality housing and enhanced public spaces and gathering places.

Conclusion

The buyer's ownership has considerable equity strength and CalPERS is the largest pension fund in the United States with considerable real estate experience. Since the CID payments can only be made on a pay as you go basis, the Developer is required to advance funds for CID costs as necessary. This is not an issue for the buyer.

The proposed Assignee has considerable experience in operating retail properties and is fully aware of all obligations to indemnify the City and related individuals against liabilities. The Developer has a master policy through AON, a global leader in risk management insurance.

All activities required under the CID relating to operating real estate can easily be met by the Assignee. The buyer owns 95 centers in 21 states and the District of Columbia and is fully aware of obligations regarding maintenance and repair, compliance with laws and payment of taxes and other aspects of real estate ownership.

Ted Murray stated he believes Global Retail Investors, LLC and First Washington Realty, Inc. appear to be highly qualified and have the experience and financial responsibility to assume the obligations of the Developer for both the Corinth Square and Prairie Village Shopping Center Development Agreements.

Eric Mikkelson asked if Mr. Murray had reviewed the audited financial statements. Mr. Murray responded no as there would not be any for the entities being assigned. He noted almost all real estate acquisitions done grant new LLC ownership to take the entity of assets. There will be two new special purpose entities.

Mr. Mikkelson asked if they will be mortgaging the assets. Mr. Murray responded it would be a cash sale possible future mortgage of the assets will be determined at a later date.

Mr. Mikkelson asked how First Washington planned to implement the preference for local owners. Mr. Murray responded that would be addressed in their merchandising plan. Mr. Mikkelson asked if Mr. Murray had seen a special purpose LLC owned by a parent but having other contract obligations providing a parent guarantee standing behind the contractual obligations of the SPE.

Joshua Brown responded to the question regarding local preferences. He stated their merchandising plan looks at whether a company can stay in business analyzing the occupancy costs as a percentage of sales. This is a protected in-fill center. Their goal is to help the existing tenants stay in business. Mr. Mikkelson asked what percentage mix of national and local tenants are they seeking. Mr. Brown responded they look for a healthy mix of local and national tenants. They have this information on the current tenants and will be better able to answer that question in 18 months. Their goal is to keep a local flavor.

Secondly, Mr. Brown stressed that this purchase has the financial backing of the largest public pension plan in the country. There will be millions of dollars in equity placed in each of these centers. There is no cause for concern.

Mr. Mikkelson restated that he is asking for Global Retail Investors to prepare a written guarantee to meet the obligations of the CID. Mr. Brown asked for clarification on the obligations noting they are not obligated to draw on the CID and if they do, they would pay for the improvements and then seek reimbursement under the CID. He noted the original CID agreement approved the formation of a Special Purpose Equity. SPEs are a common and prevalent way to take title to property. Mr. Mikkelson responded he was referencing the obligations listed by the City Attorney. Mr. Brown replied looking at the history of Global Retail Investors, LLC. has demonstrated both the financial strength and past commitment to meet those obligations.

Jori Nelson stated that since, on paper Global Retail Investors is a multi-billion dollar corporation, would they consider relinquishing the CID. Mr. Brown responded they would not, when they analyzed the acquisition it was a consideration for the purchase of the centers, although it was not a primary reason for the purchase.

David Morrison questioned as a special purpose entity if First Washington had any equity not related to retail shopping centers, noting the growth of internet shopping. Mr. Brown stated CalPERS has the majority interest and not First Washington. The question of the impact of internet sales is considered on a regular basis and is addressed by the make-up of their centers focuses on food, drugs and clothing in addition to smaller local tenants. . They feel the internet will have more of an impact on malls, discount centers and big box tenants. They do not have big box tenants who are more susceptible to internet sales. He is comfortable with the position of their portfolio.

Jori Nelson asked what happened with Foos lease in Brookside. Mr. Brown responded that their lease was up for renewal at the time of their acquisition. They have been able to renew that lease and have made some capital improvements to the store. Ms. Nelson asked about other leases. Alex Nyhan replied they have renewed 4 leases with tenants and are currently working with two others.

Ruth Hopkins moved to place the approval of a resolution approving the Assignment & Assumption Agreements for the Corinth Square and Village Shops Community Improvement Districts on the December 1st City Council agenda. The motion was seconded by Steve Noll. There was confusion on the motion and subsequent vote with not everyone voting. The motion was withdrawn.

Eric Mikkelson stated that he has several more questions.

Laura Wassmer moved to recess the Council Committee of the Whole meeting to reconvene after the conclusion of the City Council meeting for further consideration of this item and the items on the agenda. The motion was seconded by Steve Noll and passed unanimously.

The meeting was recessed at 7:30 p.m.

Council President Ashley Weaver reconvened the Council Committee of the Whole meeting at 9:20 p.m.

COU2014-45 Consider approval of a resolution approving the Assignment & Assumption Agreements for the Corinth Square and Prairie Village Shopping Centers Community Improvement Districts

Eric Mikkelson thanked the representatives of Global Retail Investors for remaining to continue this discussion.

He noted a typographical error in the draft assignment included in the packet. City Attorney Katie Logan responded that was detected after the packet went out and has been corrected. The 701 has been corrected to 702.

Mr. Mikkelson stated in the same document the City is asked to release the current owner of all known defaults. This is not required in the current contract although it is common practice. If the City were to provide the release he would like to see in exclude unknown defaults of the past owner.

Mr. Mikkelson noted he was excited about the possibilities First Washington brings to Prairie Village; however, in looking out for the interests of the citizens he would like to see audited financial statements of the entity showing a strong balance sheet and some contractual guarantee from that entity to stand behind the obligations of the assignee.

Joshua Brown responded they have no objection to providing audited financial statements. Regarding the requested guarantee, he noted they are made up of 93 different entities. The Special Purpose Entities when formed will have a net worth that far exceeds any potential uninsured liability. They would be willing to consider maintaining a minimum level of net worth in these SPEs. They are not an organization that leverages and there are millions of dollars backing this acquisition. The focus needs to remain on the value of these Special Purpose Entities. He advised that a required guarantee of Global Retail Investors from a policy standpoint with CalPERS could prevent this sale from taking place.

Eric Mikkelson stated that he would ideally like to see the guarantee from the entity with the strongest balance sheet. However he would not exclude as an alternative seeing the assignee's promises to maintain a minimum net worth and present Performa balance sheets. He urges them to provide as much as they can.

Joshua Brown stated that it was important to look at the facts and if you view the obligations they are assuming under the CID from a monetary standpoint, they don't see where the city is at risk from a monetary perspective where it is not insured. He stated they would be happy to provide their blanket policy with AON which covers their \$3.5B portfolio. It is far more insurance than the centers would ever need. Outside from an uninsurable risk the obligations they are assuming in the CID are very small - costs for a

trail, an art project. The monetary risks are very small particularly with the net worth they are willing to work with the city.

Eric Mikkelson the City is willing to look at the insurance information, net worth certification and promises from the assignee.

Katie Logan in the proposed assignment he would look at whatever they are willing to provide.

Katie Logan stated in the proposed assumption and assignment agreement the City is not releasing the current owner of any of the obligations to indemnify the City for actions that occurred prior to the transfer and they have agreed. She noted that she can continue to have discussion with them on the release issue raised by Mr. Mikkelson. However, she advised the Council that with that release there is a mutual release given to the City from the developer without exceptions. She noted that if the proposed change were made it would be possible that they would also make the change relative to the city's release. Mr. Mikkelson stated he understood but would like to see the change.

Jori Nelson asked what is the purchase price for the centers.

Curtis Petersen, attorney with Polsinelli for the owners, stated that purchase price is not being released at this time. It is not common practice not to release purchase price prior to closing.

Dan Runion stated he shares Mr. Mikkelson's concerns.

Jori Nelson asked if First Washington was willing to negotiate the CID Agreement. Mr. Brown responded no. The CID is a legal contract which they are willing to assume the rights and obligations. The CID was created based on an expectation of use to the raise money for improvements. He noted at the rate of funds coming in through the CID, it would take a significant amount of time for them to receive any reimbursement. He noted they do plan to spend money on the Centers and to make improvements.

Jori Nelson asked what improvements they were anticipating. Mr. Brown responded they have budgeted \$6M for 2015 to cover such items as updates to roofs, parking lots and to come into better compliance with ADA requirements. They are also looking at possible expansion options with Hen House. He noted there is a lot that can be done over the long term to improve the shopping centers both from the capital and merchandising. They are looking at this as a long-term commitment. They are seeking to add value to the stores through capitalizing and merchant enhancement.

Laura Wassmer asked what they view as long-term. Mr. Brown responded that long term is into perpetuity - it could be 15, 20, 30 years. They have no plans to sell this asset. Ms Wassmer noted Lane4 had also indicated that they intended to operate the centers for the long-term. Mr. Brown noted they have the right partner to own these

properties for a long time. Ms Wassmer stated that \$6 million sounds like a lot of money, but it is not for the improvements being discussed. Mr. Brown responded the \$6 million is simply for capital improvements needed today. He would estimate \$50 to \$70 million ultimately spent on improvements in the centers. They have that level of equity to back those improvements.

David Morrison asked that other than the CID funds, do they anticipate asking the city for any funding. Alex Nyhan responded they have not made any plans and will not until they have had the opportunity to meet with the community and with the retailers to see what people want to see.

Eric Mikkelson asked if they had prioritized any of the improvements suggested in the CID Agreement. Alex Nyhan responded that prior to moving ahead they would hire an architect, do a community charette process for engaging the retailers and the community. He ventured that the projects listed in the development agreement are not as the community would like. Mr. Mikkelson confirmed there would at least be community input meetings.

Dan Runion referenced an internet report that CalPERS is \$50B underfunded and asked how First Washington intended to back the centers if CalPERS funding was not available. Mr. Brown responded the focus should be on \$3.5 of investable assets. They have controlling interest in 93 shopping centers with a market value of approximately \$3.5B. There are very few public pension funds that are not underfunded. They are not funded to address the immediate retirement of all its members. The focus should be on the \$3.5 billion worth of investable assets maintained by CalPERS. It is a fact, but it is unrelated to the discussion this evening.

Katie Logan stated the action before the City Council at this time is to move this item forward to the December 1st City Council meeting. The approval will come in the form of a resolution that will be approved on December 1st.

Ted Odell stated this is a tremendous opportunity and the Council is seeking all the information needed and moved the City Council moved to place the approval of a resolution approving the Assignment & Assumption Agreements for the Corinth Square and Village Shops Community Improvement Districts on the December 1st City Council agenda. The motion was seconded by Laura Wassmer.

Terrence Gallagher noted the improvements made to the Mission Road side of the center and encouraged the developer to consider capital improvements to the west side of the center that face residential properties.

Jori Nelson asked how much money has been spent on improvements by the tenants and through the CID. Quinn Bennion responded based on building permits issued, which include only estimated construction costs, \$11.2M with additional money spent on soft costs in Corinth Shopping Center only.

Curtis Petersen responded over \$8M has been requested for CID reimbursements. Jori Nelson responded that was city money. Mr. Petersen countered that those funds were initially spent by the developers with their own money through personal loans. Ms Nelson responded as those costs will be reimbursed, it is city money. Laura Wassmer clarified that the question was related to funds spent outside of the CID. Mr. Petersen stated there were additional items the developer could have submitted for reimbursement but were not. Then you have the costs that are not eligible for reimbursement.

Laura Wassmer noted there was also a lot a general maintenance and deferred maintained that the city specifically stated in the agreement that would not be covered, such as new pavement and roofing. She would estimate that they easily invested over \$15 million.

Laura Wassmer stated that soft costs are allowed for reimbursement, but feels that some of the soft costs that were submitted took advantage of the agreement and asked the new developer to keep submittals for soft cost reimbursement to a minimum, particularly legal costs.

Andrew Wang called for the question. The question was voted on and passed by an 8 to 3 vote with Odell, Mikkelson and Nelson voting in opposition.

The motion to place this item on the December 1st City Council agenda was voted on and passed by a 9 to 2 vote with Weaver and Nelson voting in opposition.

Consider approval of Council Policy #029 to enable remote attendance at Council meetings

Quinn Bennion noted that this will be discussed at a future meeting.

Review of Council Priorities and Update

Quinn Bennion stated these will be considered at the Council work session and noted that there are a significant number of active initiatives on staff's plate in addition to their daily operational responsibilities.

ADJOURNMENT

With no further business to come before the Council Committee of the Whole, Council President Ashley Weaver adjourned the meeting at 10:00 p.m.

Ashley Weaver
Council President

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
December 2, 2014
6:30 P.M.**

I. ROLL CALL

II. APPROVAL OF MINUTES - November 4, 2014

III. ACTION ITEM

**BZA2014-04 Request for a Variance from P.V.M.C. 19.44.020(C4)
"Yard Exceptions" to increase the projection of the porta cochere
5115 West 81st Street
Zoning: R-1a Single Family Residential District
Applicant: Gerald Mancuso & Dr. Jana Goldsich**

**BZA2014-07 Request for a Variance from Section 19.06.035 "Rear Yard" for a
reduction from the 25' setback to 6'
3905 Delmar Drive
Zoning: R-1a Single Family Residential District
Applicant: Gregory Shondell**

IV. OTHER BUSINESS

V. OLD BUSINESS

VI. ADJOURNMENT

If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY DECEMBER 2, 2014
7700 MISSION ROAD
7:00 P.M.**

I. ROLL CALL

II. APPROVAL OF PC MINUTES - NOVEMBER 4, 2014

III. PUBLIC HEARINGS

**PC2014-08 Request for Amendment to Special Use Permit for Private School - Highlawn Montessori School
3531 Somerset Drive
Zoning: R-1a
Applicant: Kathy Morrison, Highlawn Montessori School**

**PC2014-09 Request for Special Use Permit for Homestead Country Club
6501 Mission Road
Zoning: R-1a
Applicant: Brian Collins, Homestead Country Club**

IV. NON-PUBLIC HEARINGS

**PC 2014-123 Preliminary Plat Approval - Homestead Estates
6510 Mission Road
Zoning: R-1a
Applicant: Todd Bond, BHC Rhodes**

**PC 2014-122 Final Plat Approval - Mission Chateau
8500 Mission Road
Zoning: R-1a
Applicant: Sterling Cramer with Olsson Associates**

V. OTHER BUSINESS

**PC2013-11 Request for extension to SUP - Mission Chateau
8500 Mission Road
Applicant: Timothy Sear, MVS, LLC.**

VI. ADJOURNMENT

Plans available at City Hall if applicable
If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

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

**Council Members
Mark Your Calendars
December 1, 2014**

- December 2014** Kathleen Manning photography exhibit in the R. G. Endres Gallery
December 1 City Council Meeting
December 4 Mayor's Holiday Tree Lighting
December 7 Gingerbread House Decorating Parties
December 12 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
December 13 Volunteer Appreciation Holiday Party - Meadowbrook Country Club
December 15 City Council Meeting
December 18 Employee Holiday Luncheon - 11:00 am - 1:30 pm
December 25 City offices closed in observance of Christmas
- January 2015**
January 1 City offices closed in observance of New Year's Day
January 3 City Council Meeting
January 17 City offices closed in observance of Martin Luther King, Jr. Holiday
January 18 City Council Meeting