

# **CITY OF PRAIRIE VILLAGE**

**June 15, 2015**

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

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

**COUNCIL COMMITTEE OF THE WHOLE  
Council Chambers  
Monday, June 15, 2015  
6:00 PM**

**AGENDA**

**BROOKE MOREHEAD, COUNCIL PRESIDENT**

**AGENDA ITEMS FOR DISCUSSION**

- \*COU2015-26 Consider recommendation of hiring Gould Evans to provide Planning Advisory Services for the City of Prairie Village.  
Wes Jordan
  
- COU2015-27 Consider approval of a Memorandum of Understanding (MOU) for the development of Meadowbrook Park with Johnson County Park & Recreation District, Johnson County, and Van Trust  
Quinn Bennion
  
- Presentation of recommended Capital Improvement Plan budget  
Keith Bredehoeft
  
- Presentation of recommended Economic Development Fund budget  
Lisa Santa Maria

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



## CODES ADMINISTRATION

Council Meeting Date: June 15, 2015

**COU 2015-26: Approve recommendation of hiring Gould Evans to provide Planning Advisory Services for the City of Prairie Village.**

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### RECOMMENDATION

The Selection Committee recommends the Governing Body approve Gould Evans to provide Planning Advisory Services for the City of Prairie Village. The Scope of Services includes, but not limited to, the following variety of planning issues that may need to be addressed on a day-to-day basis:

- Provide a general planning advisory service consisting of the review of applications and the preparation of staff reports and the provision of advice regarding planning, zoning/appeals, and subdivision matters.
- Prepare special studies, surveys, designs and reports which may include zoning, subdivision, parks, redevelopment, utilities and other matters in the field of planning.
- Attend regular monthly meetings of the Prairie Village Planning Commission and Board of Zoning Appeals. Also attend Council Committee and City Council meetings as needed.
- Provide GIS/AIMS mapping as needed.

**COUNCIL ACTION REQUESTED ON: June 15, 2015**

### SUGGESTED MOTION

I move for approval of an agreement as recommended between the City of Prairie Village and Gould Evans to provide Planning Advisory Services as specified.

### BACKGROUND

The City of Prairie Village prepared and issued a Request for Qualifications on April 23, 2015, to elicit responses from interested parties with demonstrated experience in providing Planning Advisory Services to Municipalities. A Selection Committee was appointed by Mayor Wassmer to represent the Governing Body, the Planning Commission, and City Staff. Those members included Mayor Wassmer, Councilman Mikkelson, Ron Williamson (current City Planning Advisor who is retiring), Quinn Bennion (City Administrator), and Wes Jordan (Assistant City Administrator).

The Selection Committee interviewed the following respondents who had submitted documentation substantiating their qualifications to perform the services as identified in the

Scope of Services: Gould Evans, Vireo, and Confluence. After completing the interviews and review of qualifications, the Selection Committee agreed that Gould Evans' proposed work team, municipal experience, and fee structure best suits the needs of our community and recommend approval by the Governing Body.

## **COMPENSATION**

The City also agrees to compensate Gould Evans for performing services as outlined for a compensation rate not to exceed \$115.00 per hour. [It should be noted the primary project manager assigned to Prairie Village will bill at a lower rate (\$104.00) per hour and other primaries with a higher billing rate agreed to a lower blended rate of \$115.00 per hour as needed.] It is also understood that City Staff can establish other rates for special projects. The agreement is negotiated to a 3-year renewable contract with a rate increase cap to not exceed 3% on an annual basis.

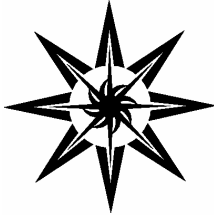
## **ATTACHMENTS**

A copy of the proposed agreement between Gould Evans and the City of Prairie Village will be provided to Council by Monday. Due to the tight time-frame, the agreement is still being reviewed by legal counsel at the time of packet preparation.

## **PREPARED BY**

Wes Jordan  
Assistant City Administrator  
Date: June 10, 2015





## ADMINISTRATION

Council Committee Meeting Date: June 15, 2015  
City Council Meeting Date: July 6, 2015

**Consider approval of a Memorandum of Understanding with Van Trust Real Estate, Johnson County Park and Recreation District and Johnson County government for the redevelopment of Meadowbrook property**

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### **RECOMMENDED MOTION:**

Move that Council approve a Memorandum of Understanding (MOU) with Van Trust Real Estate, Johnson County Park & Recreation District and Johnson County government for the redevelopment of the Meadowbrook property.

### **BACKGROUND:**

The Meadowbrook redevelopment project continues to advance in discussion and process. The MOU outlines the general structure of the redevelopment and identifies the general responsibilities for each of the four entities. The MOU is a good faith document that furthers the discussion and considerations of each of the entities involved in the redevelopment of the Meadowbrook property.

The MOU includes items and considerations shared during the public open houses in March and with the Council during public meetings. The Sources and Uses document includes a range of sources of revenue and proposed uses for the public funds. The estimates of the funding will be refined as part of the development agreement.

In summary, the City of Prairie Village agrees to pursue:

- 1) Drafting of a development agreement with Van Trust that further outlines the details of the commitments of both parties
- 2) Creating a Tax Increment Financing (TIF) district, district plan, project area and project plan
- 3) Issuing TIF bonds for identified public project uses (general obligation and special obligation)
- 4) Considering rezoning of the property to Mixed Used Development
- 5) Purchase the parkland property (approximately 88 acres)
- 6) Transfer the parkland property to JCPRD
- 7) Issue industrial revenue bonds (IRBs) with the sole purpose of providing a sales tax exemption for construction of the three largest components with the funds contributed to the public project
- 8) Consideration of implementing a transient guest tax, in part, to benefit the project

The next steps for the City include the drafting of the development agreement, establishing a TIF district & plan, and the planning / zoning process.

JCPRD anticipates the MOU being discussed at their June 17<sup>th</sup> meeting and Johnson County government will place on their agenda in June or July.

Van Trust representatives will be in attendance at Monday's meeting to participate in the discussion.

**ATTACHMENTS:**

- Proposed Memorandum of Understanding with two exhibits attached

**PREPARED BY:**

Quinn Bennion, City Administrator

Date: June 11, 2015

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**Memorandum**”) is entered into as of the Effective Date (as defined in paragraph 28 hereof) by and between **Van Trust Real Estate**, a Kansas limited liability company (the “**Property Owner**”), the **City of Prairie Village**, a municipal corporation organized and existing pursuant to the laws of the State of Kansas (the “**City**”), **Johnson County Park & Recreation District (“JCPRD”)** a body corporate and political subdivision organized and existing pursuant to the laws of the State of Kansas, and **Johnson County Wastewater (“JCW”)** a department of Johnson County, Kansas (the “**Parties**”).

### RECITALS

WHEREAS, Property Owner owns land previously used as Meadowbrook County Club generally depicted on **Exhibit A** hereto (the “**MCC Property**”) within the corporate limits of the City and, except for an exclusion agreement executed in 1954, would also be within the service area of JCW.

WHEREAS, JCPRD has a stated policy of established criteria for the acquisition and development of parkland in Johnson County, Kansas (the “**County**”), and the MCC Property meets this criteria.

WHEREAS, although all of the MCC Property is zoned for single family residential development, the recommendation of the City’s comprehensive plan known as Village Vision is that redevelopment of the site should include a mix of residential uses with a portion of the site being used as public open space.

WHEREAS, the Property Owner desires to partner with the Parties to see the MCC Property developed and used in a manner generally consistent with Village Vision and generally as depicted on **Exhibit A** (the “**MCC Project**”).

WHEREAS, such development is contingent upon and requires the cooperation and agreement of all of the Parties hereto, and ultimately approvals of formal agreements and other matters by the Parties.

WHEREAS, in order to facilitate such cooperation, the Parties desire to memorialize in this nonbinding Memorandum of Understanding their willingness to simultaneously consider the following actions as more fully described herein:

1. Formation by the City, with the support of the Parties, of a Tax Increment Financing (“**TIF**”) District and approval of a TIF redevelopment plan, the issuance by the City of General Obligation TIF Bonds (“**GO TIF Bonds**”) and Special Obligation TIF Bonds (“**SO TIF Bonds**”) (collectively the “**TIF Bonds**”), the net proceeds of which would be utilized as described on the “**Sources and Uses of Public Funds**” attached as **Exhibit B** to (a) fund acquisition for the benefit of JCPRD of an approximate 88 acre portion of the MCC Property depicted as a park on the attached **Exhibit A** (the “**Parkland Property**”) and (b) to fund certain park and other public improvements described on **Exhibit B**.

2. Rescission and/or termination of the 1954 Agreement between JCW and the then owner of the MCC Property which excluded the MCC Property from ever being included in the County's Sewer Districts; followed by creation of a JCW sewer district and enlargement of the Consolidated Main Sewer District to include the MCC Property and to provide sanitary sewer service for the private development proposed for the MCC Property. . Sewer improvements for the MCC Property would be designed and constructed to improve capacity and mitigate existing environmental concerns in the watershed.

3. Zoning, platting, plan approval, permitting and development of the portion of the MCC Property not included in the Parkland Property (the "**Retained Private Property**") as a mix of residential and senior living units, boutique inn style lodging and neighborhood restaurant/retail, generally as depicted on **Exhibit A**, which will be privately owned and financed ("**Private Mixed Uses**").

4. Commitment of the Property Owner to fund and construct the on-site sanitary sewer improvements (the portion within the Parkland Property to be funded by TIF proceeds) according to the design and specifications of JCW and commitment of the Property Owner to provide funding for off-site sewer improvements in an amount of +/- \$3,039,000 (or such other amount negotiated between Property Owner and JCW), which may use various funding mechanisms, including a buy-in fee, connection fees, and, if acceptable to JCW, a County benefit district.

5. Utilization of industrial revenue bonds, issued by the City in a manner which provides no repayment or credit risk to the City, to fund construction of Private Mixed Uses (except single family homes) in order to provide a state and local sales tax exemption for construction materials (the "**IRB Sales Tax Exemption**") and, as described on the Sources and Uses of Public Funds attached as **Exhibit B**, the corresponding payment by the Property Owner of funds equal to the IRB Sales Tax Exemption to contribute to the cost of the public uses described therein.

6. Consideration by the City of a transient guest tax ("**TGT**") which would be used in part for programming events on the Parkland Property and in part to pay debt service on the TIF Bonds.

7. Each of the approvals and processes described herein are generally contingent on one another, as well as required zoning approvals. Property transfers, commencement of sewer improvements, bond issuances, commencement of infrastructure and private development shall occur upon one Closing event (the "**Closing**") which will include final execution of all agreements referenced herein, issuance of the TIF Bonds, as defined herein, approval of a special benefit district petition by the County, the adoption of an IRB resolution and the transfer of the Parkland Property to the City and JCPRD. If a simultaneous Closing is not possible, the parties will work together so that the effectiveness of the actions, transfers and agreements contemplated herein will be contingent upon one another; provided however, it is understood by the Parties that the County will not act to rescind and/or terminate the 1954 Agreement until an irrevocable commitment is made from the Property Owner for the transfer of the Parkland Property to JCPRD.

8. By approving this Memorandum, each of the Parties expresses its intent to take the actions described herein applicable to such party between the Effective Date and the Closing (the “**Cooperation Period**”) to determine the feasibility of and consider approval of development agreements and other matters necessary to implement the MCC Project. As to the JCW and JCPRD, this means that the County Administrative Staff supports these actions and shall advance them in due course with an affirmative recommendation for consideration by the Board of County Commissioners and the Johnson County Park and Recreation District Board. No member of JCPRD, JCW, the County, the City or the Developer shall be bound by this document.

NOW THEREFORE, the Parties agree to enter into this Memorandum to declare their intent to prepare the legally necessary submittals and hold or pursue the various statutorily required public hearings and approval processes necessary to consider the development of the MCC Property as described herein and hereby state their general understanding concerning the following matters:

### **Parkland Property Provisions**

1. Contingent upon Closing, the Property Owner will convey the Parkland Property to the City for immediate transfer to JCPRD. The purchase price, to include closing costs, as estimated on the Sources and Uses of Public Funds attached as **Exhibit B**, will be paid by the City from the proceeds of the GO TIF Bonds. The purchase price will be subject to final agreement between the Property Owner and the City and shall not exceed the value determined by a third party appraisal obtained by the City. Title to the Parkland Property shall be subject to restrictions in such form and content as approved by the Property Owner, the City and JCPRD to insure the continuing use of the Parkland Property as a public park, to prohibit certain uses disruptive to the surrounding community, and requiring ongoing maintenance by JCPRD generally consistent with public parks owned and maintained by JCPRD of a similar size and purpose.

2. Immediately upon receipt, the City will transfer the Parkland Property to JCPRD and JCPRD will accept such transfer subject to the restrictions referred to in paragraph 1.

3. JCPRD will develop the final park design in accordance with its standard procedures, including public input, and in consultation with the City and the Property Owner. Property Owner shall work with JCPRD to develop a park planning schedule that is coordinated with the private development schedule. If park planning is commenced before Closing at JCPRD expense, it shall be reimbursed from TIF Bond proceeds at Closing. At Closing the JCPRD will complete final park design and begin construction of Parkland Property improvements using the funding identified on the attached Sources and Uses of Public Funds.

4. The Parkland Property will be subject to construction and utility easements and temporary and permanent easements in favor of the Property Owner, City and JCW for the City public rights of way, City drainage improvements, JCW sewer improvements and other City or JCW public infrastructure improvements which will be located on the Parkland Property. To the extent not created prior to Closing, JCPRD will convey such easements without cost upon

request. After initial development is complete, future easements will be negotiated as necessary on Parkland Property.

5. The Parkland Property shall have a Code of Regulations consistent with other JCPRD parks and enforced by the Johnson County Park & Recreation District Park Police.

### **City Provisions**

6. The City will consider, in accordance with its standard procedures, Property Owner's zoning and preliminary plan application for zoning, planning and preliminary platting of the Retained Private Property for the Private Mixed Uses.

7. In accordance with K.S.A. 12-1770 *et seq.*, as amended, (the "**TIF Act**"), the City will prepare or obtain a conservation study and a TIF district plan, and will thereafter consider creation of a TIF district which will contemplate multiple TIF project areas. The TIF district will include the MCC Property and, as separate future project area or areas, the commercial properties south of the MCC Property along 95th Street (the "**TIF District**"). Also provided the parties agree that the TIF Bonds will not be issued until the Closing events and conditions (which will further be delineated in the formal development agreement) have been met.

8. The City will prepare a TIF project plan (the "**TIF Project Plan**") for the MCC Property ("**Project Area 1**") in accordance with this Memorandum of Understanding which will call for full property tax increment financing as allowed by the TIF Act for a period of 20 years from the adoption of the TIF Project Plan (the "**TIF Revenue Calculation**"). To the extent permitted by the TIF Act, the incremental property taxes in Project Area 1 will be calculated exclusively with reference to the Project Area 1 base year property taxes. The Project Area 1 incremental property taxes will not be used for the payment of costs of any TIF project plan in any other project areas of the TIF District without the prior written consent of the City, and, as long as the SO Bonds are outstanding, the Property Owner. The Parties shall not have any liability or responsibility for the acts, omission or success of the owners of any other project areas within in the TIF District.

9. Prior to Closing, the City will consider a request from the Property Owner for a master resolution of intent authorizing the City to issue industrial revenue bonds, at Property Owner's cost, in a manner which has no repayment or credit risk to the City to provide for the IRB Sales Tax Exemption. The issuance of industrial revenue bonds would occur post-Closing and may be done in multiple phases. All costs of the issuance of the industrial revenue bonds shall be paid by the Property Owner or their assignee.

10. At Closing, subject to completion and satisfaction of all applicable proceedings and approvals required under the TIF Act, the City will issue GO TIF Bonds, the proceeds of which will be used as described on the Sources and Uses of Public Funds attached as **Exhibit B**, and to pay capitalized interest and costs of issuance. The GO TIF Bonds shall be issued upon terms acceptable to the Governing Body of the City in its sole and absolute discretion. The Property Owner will have no liability for credit enhancement or payment of the GO TIF Bonds.

The issuance of the GO TIF Bonds will be contingent upon the simultaneous issuance and sale of the SO TIF Bonds.

11. Additionally at Closing, subject to completion and satisfaction of all applicable proceedings and approvals required under the TIF Act, the City will issue the SO TIF Bonds, which will be a special obligation (non-City backed) bond, the proceeds of which will be used as described on the Sources and Uses of Public Funds attached as **Exhibit B**, and to pay capitalized interest and costs of issuance. The SO TIF Bonds shall be issued upon market based terms acceptable to the Governing Body of the City and the Property Owner, in their reasonable discretion. The SO TIF Bonds will be payable solely from the portion of tax increment revenues from Project Area 1 set forth in paragraph 11 hereof, and the portion of the MCC TGT Revenues set forth in paragraph 13 hereof, and shall not be backed by the full faith and credit of the City, the County, JCPRD or any other taxing jurisdiction. The SO TIF Bonds shall be purchased by the Property Owner, a related entity, or sold on a private placement basis to qualified institutional buyers, subject to criteria required by the City in its sole and absolute discretion. The issuance of the SO TIF Bonds will be contingent upon the simultaneous issuance and sale of the GO TIF Bonds.

12. Annual tax increment revenues from Project Area 1 shall be split on a 50-50 basis between the GO TIF Bonds and the SO TIF Bonds to pay principal and interest debt service.

13. Based on the structure of the bond issuances and use of the funds anticipated herein, the City has confirmed with its bond counsel that the TIF Bonds are anticipated to be tax exempt issuances.

14. Concurrently with the TIF process described herein, the City shall advance for consideration and approval by its Governing Body a transient guest tax (“TGT”). The TGT rate is anticipated to be 9% of room rentals and proceeds from the TGT attributable to the Private Mixed Uses (the “MCC TGT Revenues”). The first \$25,000 per annum of the MCC TGT Revenues shall be retained by the City and used in its discretion for public events and activities at the Parkland Property, subject to written approval of JCPRD. The balance of the per annum MCC TGT Revenues shall be split on a 50-50 basis between the GO TIF Bonds and the SO TIF Bonds to pay principal and interest debt service.

### **Johnson County Wastewater Provisions**

15. In consideration of the public benefit of the Parkland Property as well as the financial contribution of the Property Owner which also benefits the public sanitary sewer system, JCW administrative staff and County staff agree to support and affirmatively recommend to the Board that the 1954 Agreement, which excluded the MCC Property forever from the JCW Districts, be rescinded and/or terminated, and, upon receipt of a proper petition, to support and affirmatively recommend to the Board the creation of a sewer district and enlargement of the Consolidated Main Sewer District to include the entire property and sizing all facilities (onsite and off-site) in a manner which will support the private development proposed for the property (the "JCW Expansion").

16. County Staff agree to cooperate with the Property Owner on scheduling for construction of sewer improvements needed to provide service to the MCC Property and will support terms in an agreement, contingent upon Closing, that contain general timelines for completion of the design and construction of the off-site improvements subject to the best, reasonable efforts of JCW and its contractors. Further, JCW, upon request from the City, will consider and make its best reasonable efforts to implement with the City a process under which the City may proceed to issue the Property Owner building permits for its commercial and residential structures on the property during construction of the off-site downstream improvements; provided that, the Property Owner agrees to accept all risk at its cost for any reconstruction, repair or replacement that is required due to alignment or other irregularities arising from the early permit issuance.

17. County Staff will support and affirmatively recommend terms in an agreement, whereby the Property Owner will agree to construct at no cost to JCW all on-site sewer improvements, in accordance with design and specifications approved by JCW, necessary to provide sewer service to the entire property and, in addition, will pay to JCW the total amount of \$3,038,869 (or such other amount as is finally determined by JCW and the Property Owner), which payment may be made in the following:

- (a) A cash payment of \$248,573 by the Developer, or, if acceptable to JCW, the principle sum of \$248,573, together with interest and costs, financed by Special Benefit District Bonds for Single Family, which shall have no repayment or credit risk to the City or JCPRD.
- (b) A cash payment of \$1,123,982.
- (c) A cash payment for the Property Owner Sewer Buy In Cash Contribution in the amount of \$764,914.
- (d) Connection Fees paid for development on the property as and when due, which are estimated to be \$901,400, based on the fee schedule currently in place.

### **Property Owner Provisions**

18. Property Owner will use its best efforts to secure the necessary zoning and other regulatory approvals and financing to complete and market the Private Mixed Uses for lease and occupancy on or before the dates to be agreed upon by the City, provided that the Parties acknowledge sale and leasing is subject to market forces.

19. Property Owner recognizes that the projections of the TIF Revenue Calculation are dependent upon its ability to complete, or cause to be completed, the Private Mixed Uses for the Retained Private Property and agrees that it will not make material changes to the mix of uses or timing of development of the Private Mixed Uses contemplated herein without the prior written consent of the Governing Body of the City.

20. Property Owner and any assignees of Property Owner will report the IRB Sales Tax Exemption to the City and will pay or cause to be paid from time to time amounts equal to



the IRB Sales Tax Exemption to the City or to JCPRD to be used to fund improvements to the Parkland Property as provided in a final development agreement.

## Miscellaneous

21. Final development agreements will establish the improvements, off site requirements, impacts fees and standard building permit fees and connection fees to be imposed and required for the matters contemplated herein.

22. The City, JCW and JCPRD (the “**Public Parties**”) acknowledge that the Property Owner will use private financing to fund the Private Mixed Uses and that the Public Parties will not impose restrictions on such private financing or the pledge of the Retained Private Property to secure such private financing; except any charges, assessments, or liens arising from public improvements or services provided to or for the property.

23. The City and the Property Owner will negotiate by separate development agreement restrictions on transfer by Property Owner of any of the Retained Private Property prior to completion of the Private Mixed Uses, provided that no part of the Retained Private Property may be transferred to public, tax-exempt or non-profit entities without prior City approval unless a payment in lieu of taxes covenant is negotiated between the City and Property Owner that provides no *ad valorem* tax exemption benefit to such entities and the City receives an opinion from bond counsel that such arrangement does not impact the exclusion of interest on the TIF Bonds for federal income tax purposes.

24. The Parties agree that all incentive revenues set forth herein shall be authorized for use in funding eligible project costs or fees not otherwise prohibited by state law.

25. The Parties agree that the development agreements, land purchase agreements and deeds referenced herein will contain standard title, engineering and environmental due diligence provisions for all parcels set forth herein; the parties further agree to consider and negotiate in good faith modifications to this Memorandum which are in the best interest of the MCC Project and in keeping with the original scope and vision thereof. The foregoing notwithstanding, the Parties acknowledge and agree that the Governing Bodies of the Public Parties have final authority, in their sole and absolute discretion, to approve all agreements referred to herein to which each is a party.

26. The Parties will work in good faith to coordinate construction management and contracting for improvements herein that may overlap or conflict.

27. The Parties agree that the Parkland Property will require normal maintenance operations and will host special events that may produce some noise and/or inconvenience to residents. The Property Owner will make residents aware of such possibilities in marketing literature, HOA documents, etc.

28. This Memorandum is intended as a basis for the negotiation and approval during the Cooperation Period of multiple development agreements and other final agreements between and among two or more of the Parties, subject to all applicable public proceedings and approvals. This Memorandum is not a binding agreement and is presented and executed merely to signal the intent of the Parties hereto to consider the matters outlined herein in good faith, to schedule necessary public hearings and hold public meetings as required by law, and to perform such other due diligence as is desirable. The Parties understand and agree that all of the matters provided for in this Memorandum are subject to and conditional upon multiple additional corporate and public procedures, hearings and approvals as required by law.

29. This Memorandum shall remain in effect until December 31, 2015 (the “**Termination Date**”) and shall terminate upon the earlier of the Closing or the Termination Date.

30. This Memorandum shall not become effective until the date upon which it is approved and executed by all of the Parties (the “**Effective Date**”).

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]***

**VANTRUST REAL ESTATE, LLC,**

a Kansas limited liability company

By: \_\_\_\_\_  
Print Name and Title  
Date Executed:

**THE CITY OF PRAIRIE VILLAGE, KANSAS**

a municipal corporation organized and existing  
pursuant to the laws of the State of Kansas

By: \_\_\_\_\_  
Laura Wassmer, Mayor  
Date Executed:

Attest:

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

Approved as to Form:

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

**JOHNSON COUNTY PARK & RECREATION  
DISTRICT**

a body corporate organized and existing pursuant to  
the laws of the State of Kansas

By: \_\_\_\_\_  
Print Name and Title  
Date Executed:

Attest:

\_\_\_\_\_  
Print Name and Title

Approved as to Form:

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JCPRD Attorney

**JOHNSON COUNTY WASTEWATER**  
a department of Johnson County Kansas

By: George Schlagel, Chair  
Johnson County Park & Recreation District Board  
of Commissioners  
Date Executed:

Attest:

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Print Name and Title

Approved as to Form:

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JCW Attorney





# Meadowbrook Park Neighborhoods

## Legend

Meadowbrook Park:	94.18 Ac
Trails:	3+ Miles
Neighborhood Area:	42.19 Ac.



# Sources and Uses of Public Funds

	Estimated Low	Estimated High
<b>SOURCES</b>		
Net GO TIF Bond Proceeds (Property Tax/TGT)	\$8,500,000	\$9,500,000
Net SO TIF Bond Proceeds (Property Tax/TGT)	\$5,800,000	\$7,000,000
IRB Sales Tax Exemption Value/Developer Contribution	\$1,000,000	\$1,700,000
<b>Total Sources</b>	<b>\$15,300,000</b>	<b>\$18,200,000</b>
<b>USES</b>		
Parkland Acquisition	\$5,500,000	\$7,000,000
Park Improvements (lakes, landscaping, trails, club house, design)	\$5,000,000	\$6,000,000
Public Streets	\$1,400,000	\$1,800,000
Public Infrastructure (sewer, storm water, utilities, street lighting, contingency)	\$2,000,000	\$4,000,000
Allowance to balance estimated low*	\$1,500,000	
<b>Total Uses</b>	<b>\$15,300,000</b>	<b>\$18,800,000</b>

\*This amount recognizes that not all uses will be at their estimated lows.

# 2016 BUDGET

2016 Public Works CIP



# Agenda

2

- 2015 Projects
- Infrastructure Condition
- Recommended Program
- Discussion





# 2015 Current and Planned Work

3

## □ **Street Projects**

- 66<sup>th</sup> Street: El Monte to 65<sup>th</sup> Street
- 70<sup>th</sup> Street\*: Nall Avenue to Reeds Drive
- Maple Street\*: 79<sup>th</sup> Street to 81<sup>st</sup> Street
- 85<sup>th</sup> Terrace CDS: off of Nall Avenue
- 71<sup>st</sup> Terrace: Belinder Avenue to Cherokee Drive
- Ash Street: 73<sup>rd</sup> Street to Tomahawk Road
- 77<sup>th</sup> Street: Norwood Drive to Mission Road

## □ **CARS Project**

- Roe Avenue: 75<sup>th</sup> Street to 83<sup>rd</sup> Street

## □ **Drainage Projects**

- Drainage Channel and Pipe replacement

## □ **Other Projects**

- 2015 Concrete Repair, 2015 Asphalt Repairs, 2015 Crack Seal and Micro Surface

\* Project includes construction of new sidewalk



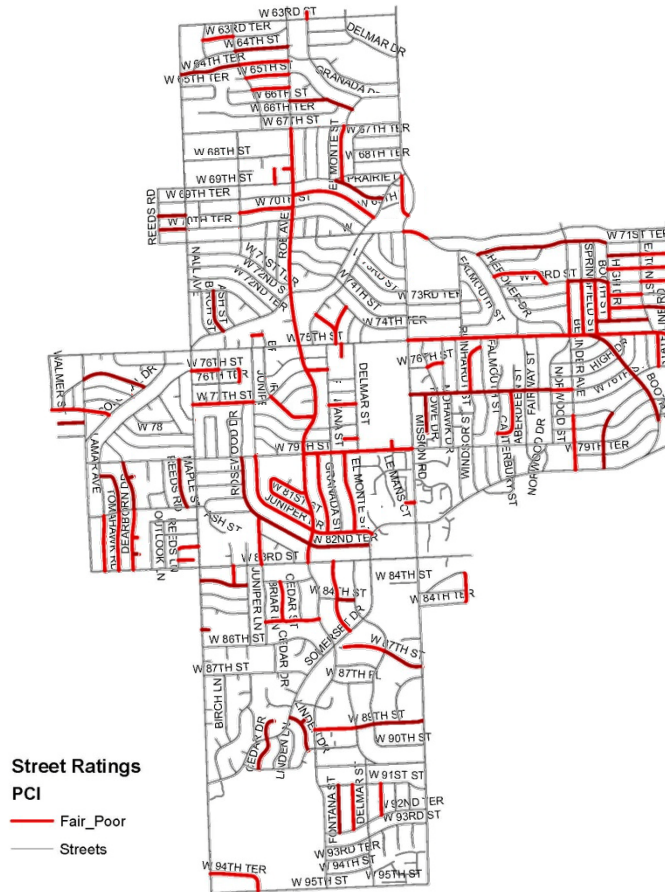
# 2015 Condition Summary

<b>Infrastructure Type</b>	<b>Poor</b>	<b>Fair</b>	<b>Good</b>	<b>Excellent</b>
<b>Drainage - Pipes</b>	<b>1%</b>	<b>3%</b>	<b>28%</b>	<b>68%</b>
<b>Drainage - Channels</b>	<b>2%</b>	<b>7%</b>	<b>49%</b>	<b>42%</b>
<b>Drainage - Structures</b>	<b>1%</b>	<b>2%</b>	<b>23%</b>	<b>74%</b>
<b>Streets - Arterial &amp; Collector</b>	<b>8%(2014= 7%)</b>	<b>8%(2014 = 9%)</b>	<b>60%(2014= 48%)</b>	<b>24%(2014 =36%)</b>
<b>Streets - Residential</b>	<b>10%(2014= 10%)</b>	<b>9%(2014= 12%)</b>	<b>55%(2014= 50%)</b>	<b>26%(2014= 28%)</b>
<b>Curbs</b>	<b>1%</b>	<b>1%</b>	<b>7%</b>	<b>91%</b>
<b>Ramps</b>	<b>4%</b>	<b>37%</b>	<b>0%</b>	<b>59%</b>

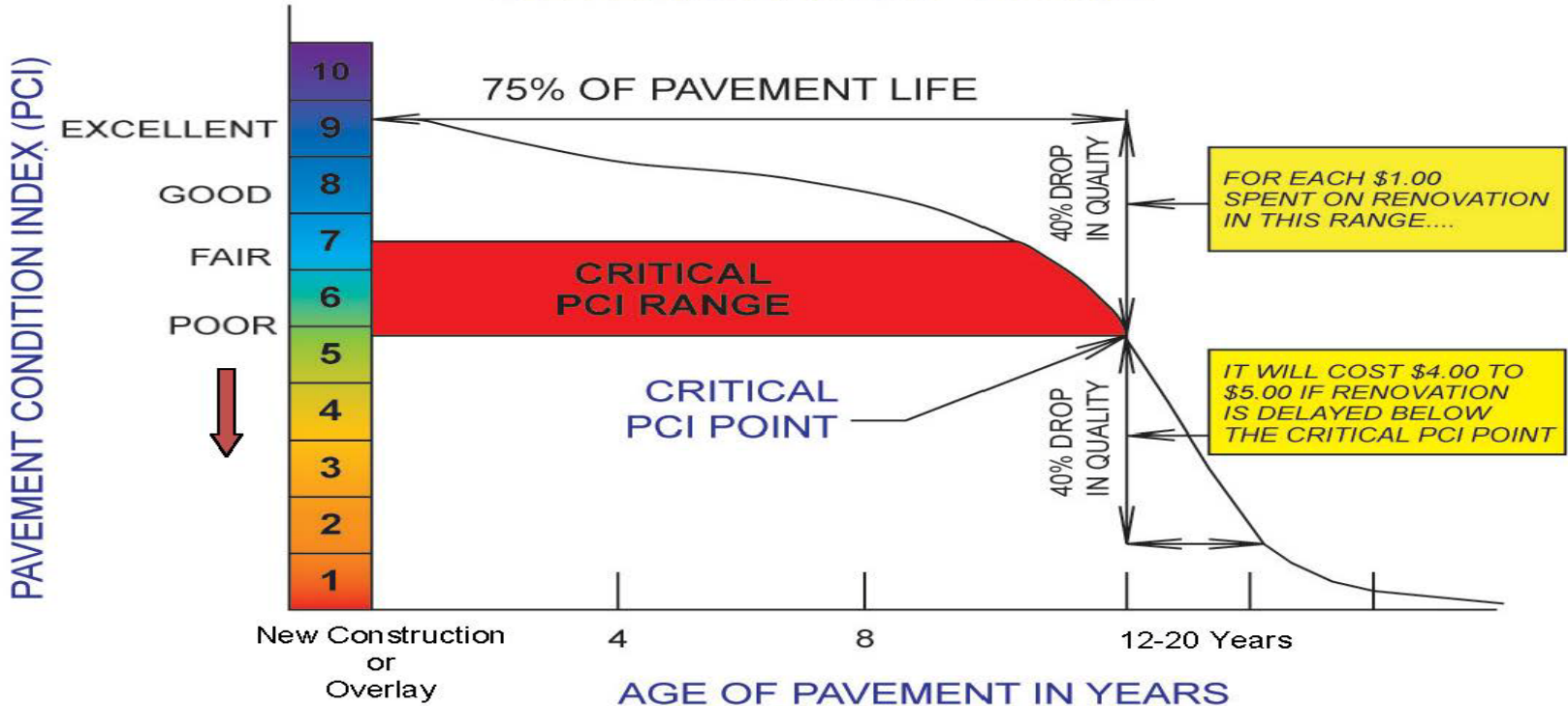
# 2015 Residential and Collector Street Snapshot



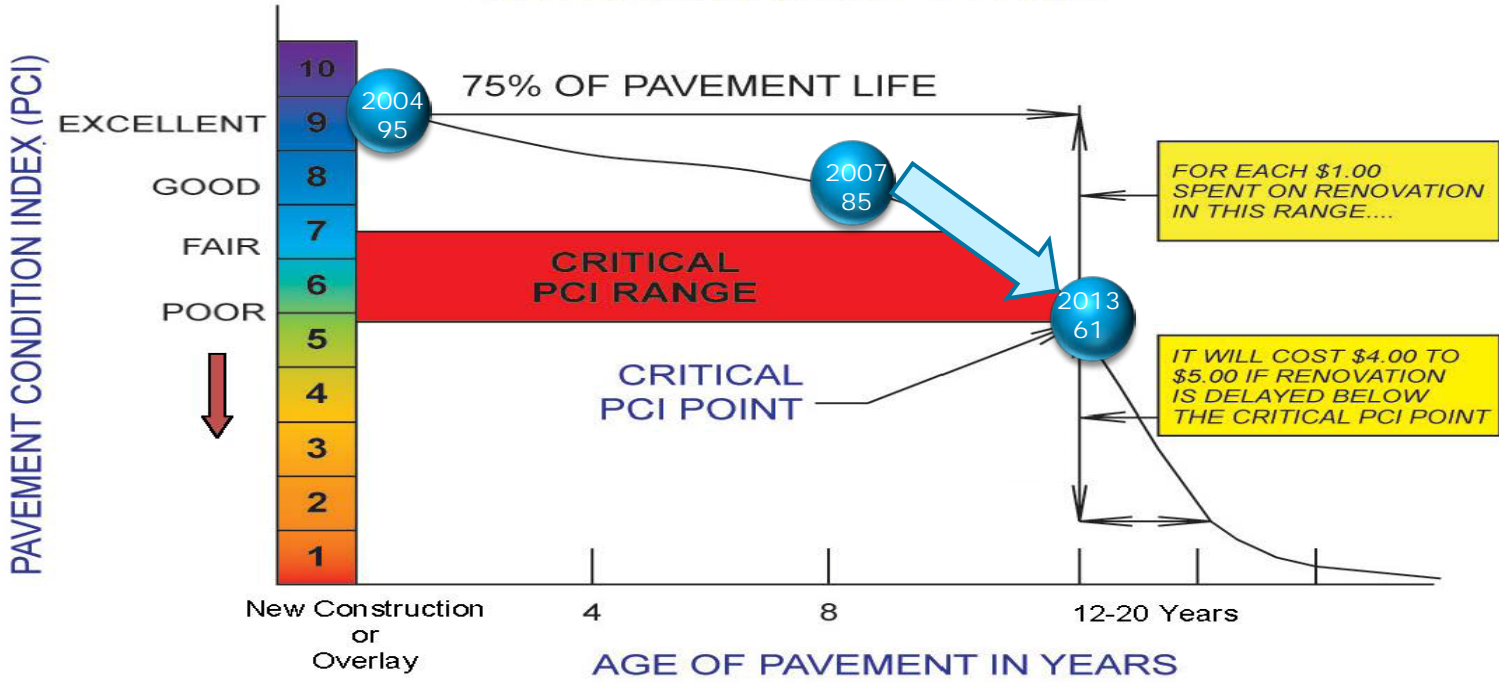
# 2014 Street Ratings compared to 2015 Street Ratings



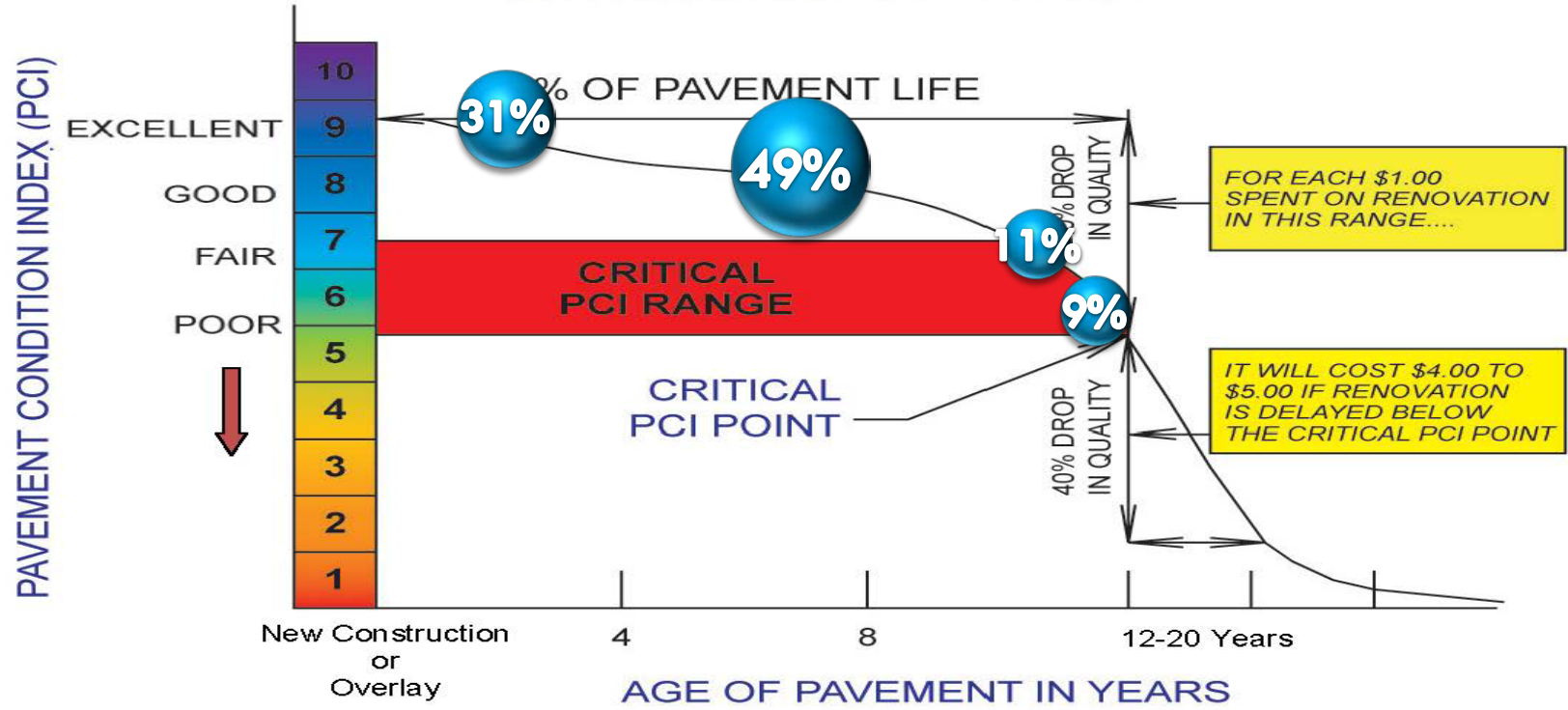
# TYPICAL PAVEMENT DETERIORATION CURVE



# TYPICAL PAVEMENT DETERIORATION CURVE



# TYPICAL PAVEMENT DETERIORATION CURVE




Average Cost to Rehabilitate: \$1 million per mile



## 2020 Street Snapshot – Current Funding



20 miles:  
\$1 million per mile  
to rehabilitate



At current funding level,  
a street falling into worst  
of the Poor & Fair  
category in 2015 could  
be addressed in 6+ years.

Poor &  
Fair

Current funding rate  
of approximately  
\$2 million  
Per year  
After 2016

Good

Excellent

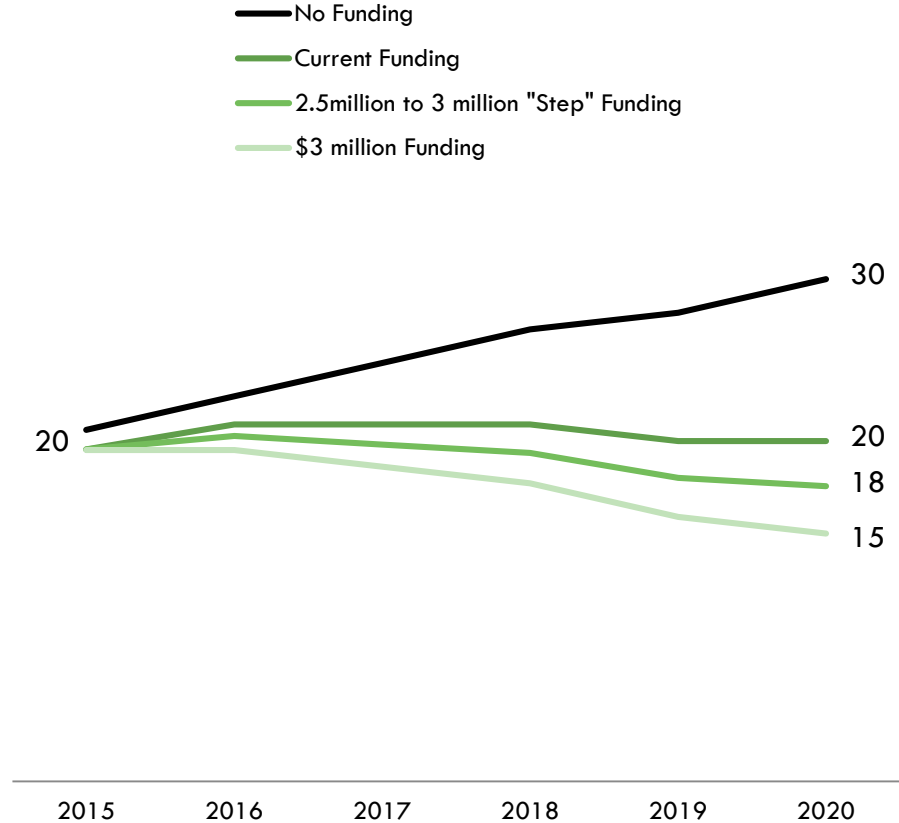




**What does the  
Paving Program need  
to manage the  
100 miles of  
Residential and  
Collector  
Streets?**

**\$ 3 million per year**

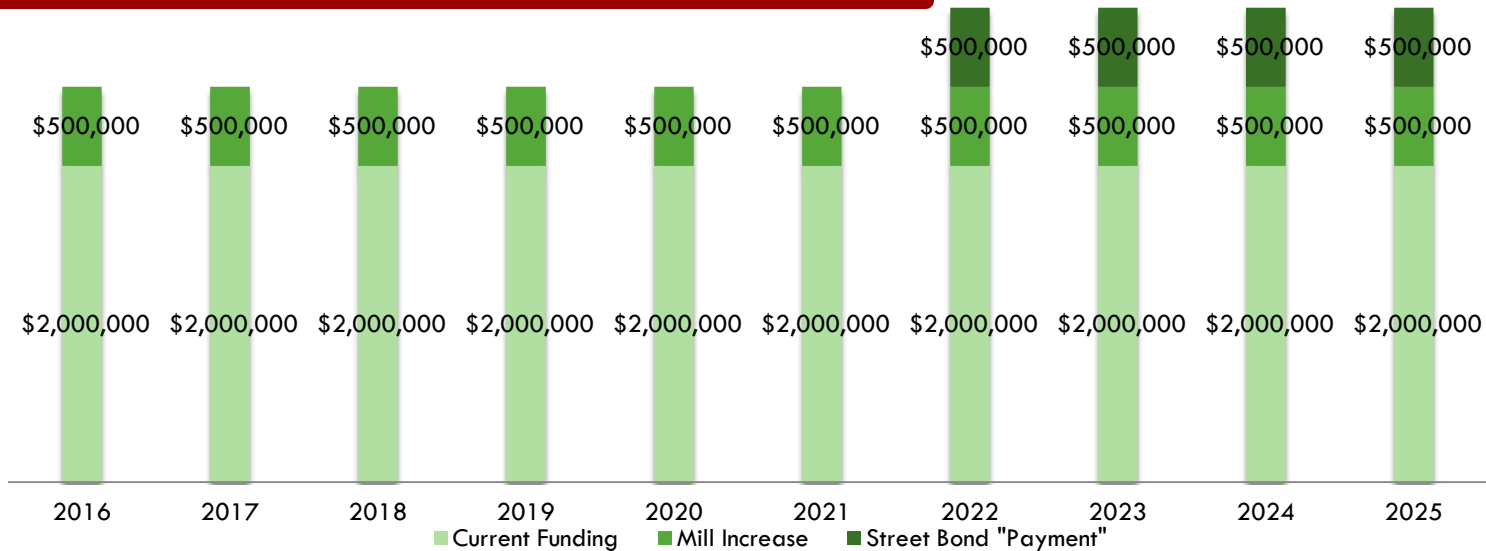
### **Paving Program Dollars at Work**



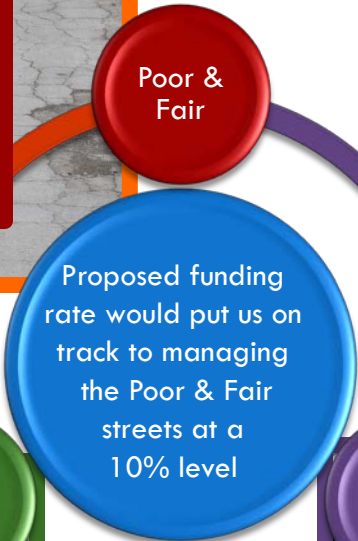
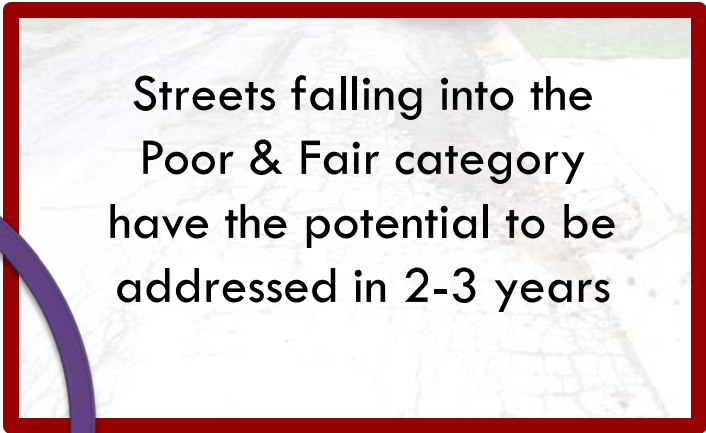
- Total amount of \$3 million for Paving Program
- **Increase in 2016 of 1.75 mills (approximately \$500k)**
- Increase in 2022 from expiration of bond payment (approximately \$500k)

## How to Manage the 20% of Poor & Fair

### Proposed Funding For the Street Paving Program



# 2025 Street Snapshot – “Step” Funding

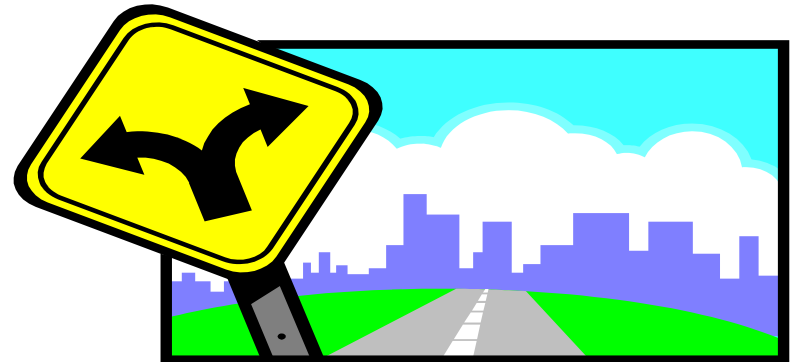




# General Fund Transfer to CIP

14

- ▣ 2016 Transfer- \$4.09M- Higher due to no Equipment Reserve transfer
- ▣ 2015 Transfer - \$3.1M
- ▣ 2014 Transfer- \$2.5M
- ▣ 2013 Transfer- \$2.5M
- ▣ 2012Transfer - \$1.6M
- ▣ 2011 Transfer - \$816,650
- ▣ 2010 Transfer - \$1.89M
- ▣ 2009 Transfer - \$2.14M





# 2016 Proposed Total CIP Funding

❑ Transfer from General Fund	\$4,091,021
❑ Transfer from Special Highway Fund	\$ 570,000
❑ Transfer from Stormwater Utility Fund	\$1,000,000
❑ Transfer from Special Park & Rec Fund	<u>\$ 160,000</u>
❑ Total	\$5,821,021
❑ Prior Year CIP funding	\$ 551,500
❑ Funding from CARS and CID Funds	\$ 800,000
<b><u>CIP TOTAL</u></b>	<b><u>\$ 7,172,521</u></b>



# Recommended Program - Parks

PROJECT DESCRIPTION	AMOUNT IN RESERVE	2015 EXPENDITURES	2016 EXPENDITURES	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	PROJECT TOTAL
PARK							
Park Infrastructure Reserve	\$149,285	\$120,000	\$120,000	\$120,000	\$120,000	\$160,000	\$640,000
Franklin Park					\$120,000		\$120,000
Taliaferro Park		\$150,000	\$60,000				\$210,000
Harmon Park Parking Lot		\$125,000					\$125,000
Bennett Park		\$75,000	\$60,000				\$135,000
Porter Park			\$145,000		\$80,000		\$225,000
Windsor Park			\$118,000				\$118,000
Pool Pipe Repair			\$100,000				\$100,000
McCrum Tennis Court			\$100,000				\$100,000
Tomahawk Trail			\$300,000				\$300,000
Harmon Park				\$127,000			\$127,000
Harmon Park Skate Park				\$30,000	\$320,000		\$350,000
Pool Bathhouse Repairs						\$250,000	\$250,000
<b>PARK TOTAL PER YEAR</b>	<b>\$149,285</b>	<b>\$470,000</b>	<b>\$1,003,000</b>	<b>\$277,000</b>	<b>\$640,000</b>	<b>\$410,000</b>	<b>\$2,800,000</b>



# McCrum Tennis Court

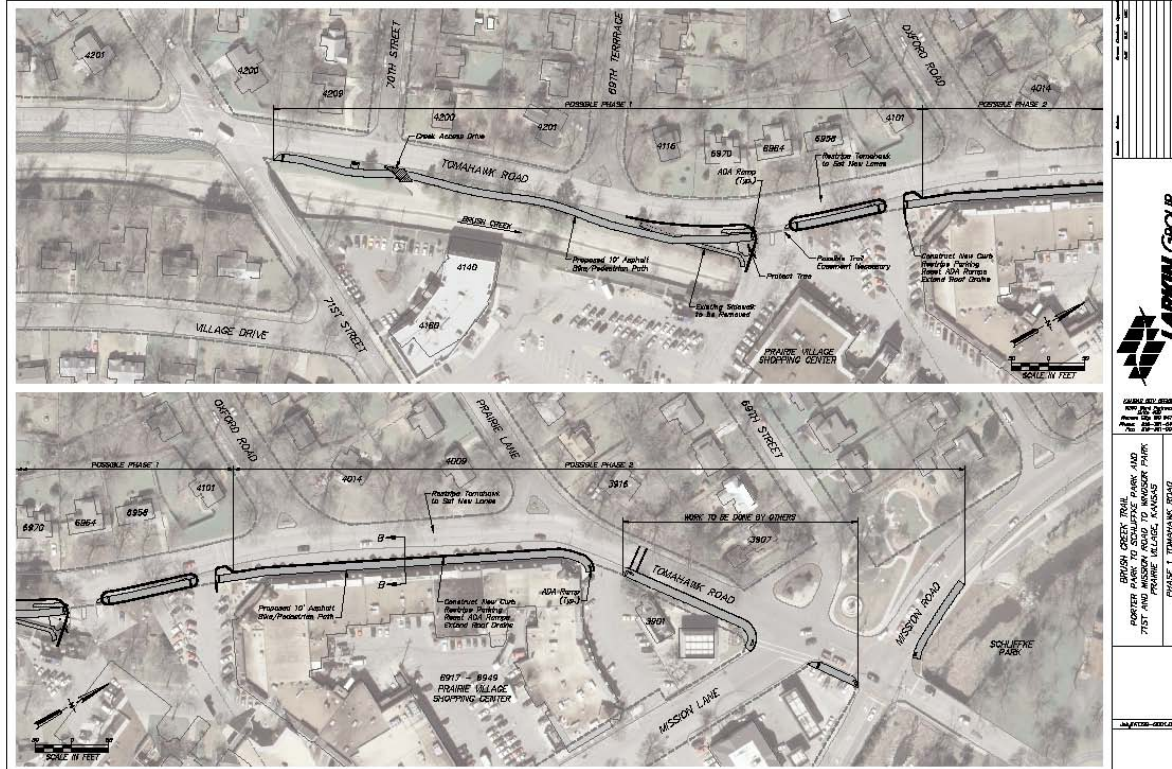
17







# Tomahawk Trail- CID Funded







# Skate Park

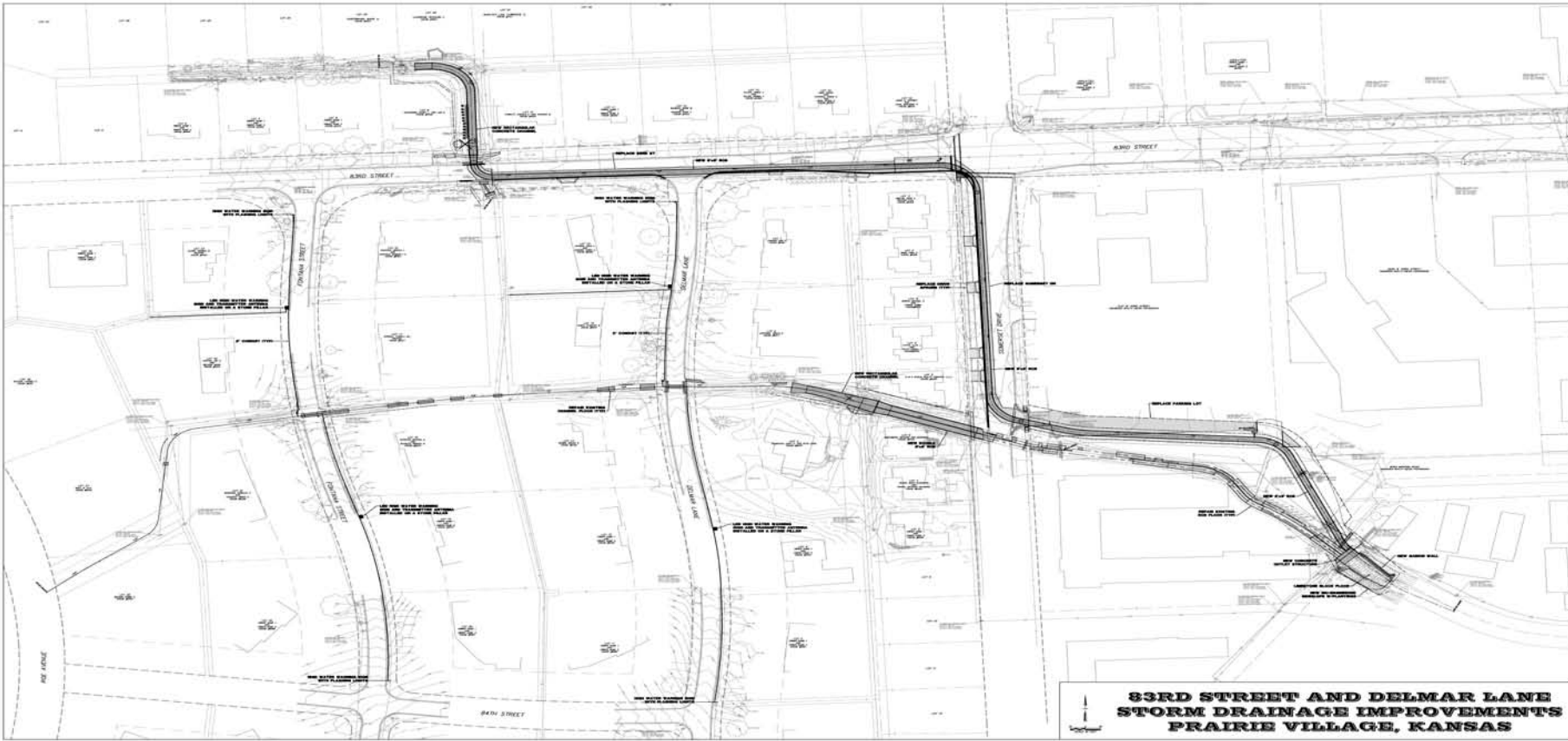
19





# Recommended Program - Drainage

PROJECT DESCRIPTION	AMOUNT IN RESERVE	2015 EXPENDITURES	2016 EXPENDITURES	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	PROJECT TOTAL
DRAINAGE							
Water Discharge Program	\$23,885	\$10,000					\$10,000
Delmar & Fontana Drainage Channel		\$440,000	\$580,000				\$1,020,000
Delmar & Fontana Warning System			\$150,000				\$150,000
Drainage Repair Program		\$120,000	\$390,000	\$900,000	\$900,000	\$900,000	\$3,210,000
<hr/>							
<b>DRAINAGE TOTAL PER YEAR</b>	<b>\$23,885</b>	<b>\$570,000</b>	<b>\$1,120,000</b>	<b>\$900,000</b>	<b>\$900,000</b>	<b>\$900,000</b>	<b>\$4,390,000</b>



**83RD STREET AND DELMAR LANE  
STORM DRAINAGE IMPROVEMENTS  
PRAIRIE VILLAGE, KANSAS**



# Delmar/Fontana Drainage Project

22







# Delmar/Fontana Drainage Project

23





# Recommended Program - Streets

PROJECT DESCRIPTION	AMOUNT IN RESERVE	2015 EXPENDITURES	2016 EXPENDITURES	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	PROJECT TOTAL
<b>STREETS</b>							
75th St - State Line Rd to Mission Rd		\$3,321,265					\$3,321,265
Traffic Calming Program	\$98,516						\$0
Paving Program		\$1,314,121	\$2,099,521	\$1,939,425	\$2,038,425	\$2,265,425	\$9,656,917
Overland Park UBAS Overlay			\$520,000				\$520,000
Roe Ave - 75th St to 83rd St (CARS)		\$1,163,000					\$1,163,000
Mission RD - 71st St to 75th St (CARS)		\$75,000	\$1,000,000				\$1,075,000
Mission Rd - 75th St to 83rd St (CARS)			\$75,000	\$1,776,000			\$1,851,000
Roe Ave - 63rd St to 67th St (CARS)				\$75,000	\$852,000		\$927,000
Roe Ave - 67th St to 71st St (CARS)					\$75,000	\$858,000	\$933,000
Roe Ave - 71st St to 75th St (CARS)						\$75,000	\$75,000
<b>STREET TOTAL PER YEAR</b>	<b>\$98,516</b>	<b>\$5,873,386</b>	<b>\$3,694,521</b>	<b>\$3,790,425</b>	<b>\$2,965,425</b>	<b>\$3,198,425</b>	<b>\$19,522,182</b>



# Street Conditions Today

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# Recommended Program - Buildings

<b>PROJECT DESCRIPTION</b>	<b>AMOUNT IN RESERVE</b>	<b>2015 EXPENDITURES</b>	<b>2016 EXPENDITURES</b>	<b>2017 EXPENDITURES</b>	<b>2018 EXPENDITURES</b>	<b>2019 EXPENDITURES</b>	<b>PROJECT TOTAL</b>
<b>BUILDINGS</b>							
Building Reserve				\$50,000	\$50,000	\$50,000	<b>\$150,000</b>
City Hall Roof Repairs and Siding			\$125,000				<b>\$125,000</b>
City Hall/PD Entrance		\$70,000	\$430,000				<b>\$500,000</b>
PW G Building Siding and Windows			\$75,000				<b>\$75,000</b>
<b>BUILDING TOTAL PER YEAR</b>	<b>\$0</b>	<b>\$70,000</b>	<b>\$630,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$50,000</b>	<b>\$850,000</b>





# City Hall/PD Entrance Project

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# City Hall/ PD Entrance Project

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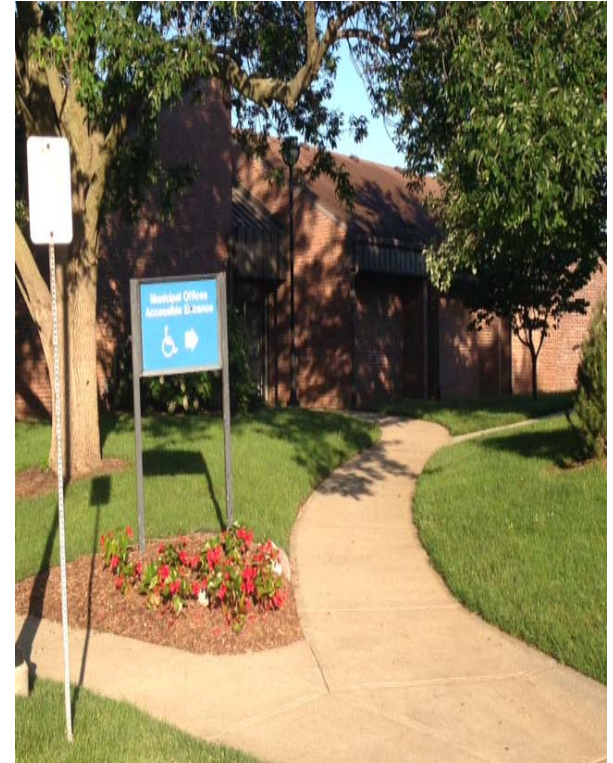






# City Hall/ PD Entrance Project

29







# Fuel Island Concrete Repair

31





# Roe Avenue Wide Sidewalk Franklin to Meadowbrook

32





# 2016 CIP Proposed Budget Totals

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CIP DIVISION	2015 EXPENDITURES	2016 EXPENDITURES	2017 EXPENDITURES	2018 EXPENDITURES	2019 EXPENDITURES	5 YEAR TOTAL
PARK TOTAL PER YEAR	\$ 470,000.00	\$ 1,003,000.00	\$ 277,000.00	\$ 640,000.00	\$ 410,000.00	\$ 2,800,000.00
DRAINAGE TOTAL PER YEAR	\$ 570,000.00	\$ 1,120,000.00	\$ 900,000.00	\$ 900,000.00	\$ 900,000.00	\$ 4,390,000.00
STREET TOTAL PER YEAR	\$ 5,873,386.00	\$ 3,694,521.00	\$ 3,790,425.00	\$ 2,965,425.00	\$ 3,198,425.00	\$ 19,522,182.00
BUILDING TOTAL PER YEAR	\$ 70,000.00	\$ 630,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 850,000.00
OTHER TOTAL PER YEAR	\$ 725,000.00	\$ 725,000.00	\$ 725,000.00	\$ 725,000.00	\$ 725,000.00	\$ 3,625,000.00
<b>CIP TOTAL</b>	<b>\$ 7,708,386.00</b>	<b>\$ 7,172,521.00</b>	<b>\$ 5,742,425.00</b>	<b>\$ 5,280,425.00</b>	<b>\$ 5,283,425.00</b>	<b>\$ 31,187,182.00</b>





# 2016 Proposed Budget Funding Totals

FUNDING DESCRIPTION	2015 FUNDING	2016 FUNDING	2017 FUNDING	2018 FUNDING	2019 FUNDING	FUNDING TOTAL
CAPITAL RESERVE	\$ 660,661.00	\$ 551,500.00	\$ -	\$ -	\$ -	\$ 1,212,161.00
GENERAL FUND	\$ 3,144,425.00	\$ 4,091,021.00	\$ 3,144,425.00	\$ 3,144,425.00	\$ 3,144,425.00	\$ 16,668,721.00
BUILDING BOND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STORMWATER FUND	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00	\$ 5,000,000.00
SMAC GRANT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DRAIN BOND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SPECIAL PARK	\$ 180,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ 160,000.00	\$ 820,000.00
PARK SALES TAX	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CARS GRANT	\$ 581,500.00	\$ 500,000.00	\$ 888,000.00	\$ 426,000.00	\$ 429,000.00	\$ 2,824,500.00
SPECIAL HIGHWAY	\$ 555,000.00	\$ 570,000.00	\$ 550,000.00	\$ 550,000.00	\$ 550,000.00	\$ 2,775,000.00
STREET BOND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FUNDING FROM OTHERS	\$ 1,616,800.00	\$ 300,000.00	\$ -	\$ -	\$ -	\$ 1,916,800.00
ECONOMIC DEVELOPMENT FUND	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL FUNDING BY YEAR</b>	<b>\$ 7,738,386.00</b>	<b>\$ 7,172,521.00</b>	<b>\$ 5,742,425.00</b>	<b>\$ 5,280,425.00</b>	<b>\$ 5,283,425.00</b>	<b>\$ 31,217,182.00</b>

## Economic Development Fund

	2013 Actual	2014 Actual	2015 Budget	2016 Budget
<b>Fund Balance 1/1</b>	\$ 2,053,035	\$ 1,994,853	\$ 1,990,035	\$ 1,879,029
<b>Revenues:</b>				
Interest on Investments	11,090	13,767	10,000	12,000
<b>Total Revenue</b>	<b>11,090</b>	<b>13,767</b>	<b>10,000</b>	<b>12,000</b>
Transfers from Other funds:				
Transfer from General Fund	-	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Sources</b>	<b>11,090</b>	<b>13,767</b>	<b>10,000</b>	<b>12,000</b>
<b>Expenditures:</b>				
Contract Services	69,272	66,591	73,000	73,000
<b>Total Expenditures</b>	<b>69,272</b>	<b>66,591</b>	<b>73,000</b>	<b>73,000</b>
<b>Total Uses</b>	<b>69,272</b>	<b>66,591</b>	<b>73,000</b>	<b>73,000</b>
<b>Sources Over(Under) Uses</b>	<b>(58,182)</b>	<b>(52,824)</b>	<b>(63,000)</b>	<b>(61,000)</b>
<b>Fund Balance @ 12/31</b>	<b>\$ 1,994,853</b>	<b>\$ 1,942,029</b>	<b>\$ 1,927,035</b>	<b>\$ 1,818,029</b>
<b>Projects</b>	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>
Exterior Grant Program	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
Website renovation & upgrades	10,000	-	-	-
Johnson County Home Repair Program	20,000	20,000	20,000	20,000
KCADC Joint Membership w/Chamber	2,700	3,000	3,000	3,000
<b>Total</b>	<b>\$ 82,700</b>	<b>\$ 73,000</b>	<b>\$ 73,000</b>	<b>\$ 73,000</b>

**Funding Sources:** Transfers from the General Fund, interest on idle funds

**Expenditures:** Used for activities that foster and promote economic development with in the City per Ordinance No. 2153.

## ORDINANCE NO. 2153

**AN ORDINANCE ESTABLISHING AN ECONOMIC DEVELOPMENT FUND IN THE CITY OF PRAIRIE VILLAGE AND ESTABLISHING POLICIES AND PROCEDURES FOR SPENDING THE FUND.**

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

### **SECTION I. Fund Established**

In accordance with K.S.A. 12-101 and the authority of the City to exercise its rights to establish separate funds based on its Home Rule powers, there is hereby established an Economic Development Fund which shall be used by the City to finance activities that foster and promote economic development within the City. The Governing Body shall provide for the transfer of moneys from the General Fund to the Economic Development Fund.

### **SECTION II. Policy Objective**

It is the policy objective of the Governing Body that the economic development fund be used to disburse and expend funds for economic development projects; to foster and promote economic development in the City of Prairie Village Kansas; and to provide the means by which land or other property may be acquired, held, used, conveyed, or otherwise disposed of in order to meet present and future needs in the City of Prairie Village for purposes of economic development in the City.

### **SECTION III. Definition.**

The following definition of Economic Development shall be used to evaluate proposed expenditures from this Fund, consistent with the Policy Objective stated above:

A project will be considered an "Economic Development Project" if it is to directly increase city revenues, and/or city population, and/or property values of either commercial or residential property. These projects may include, but not be limited to the purchase of real property, encouragement of the creation and/or retention of businesses, the encouragement of redevelopment of property both commercial and residential, and the encouragement of property maintenance.

### **SECTION IV. Authorized Uses of Funds**

Funds from the Economic Development Fund may only be used for the following:

1. To provide funds for economic development activities
2. To provide for the improvement and maintenance of areas designated for redevelopment or reinvestment initiatives.
3. To purchase or otherwise acquire real property or any interest therein
4. To acquire, receive, hold title to, administer, sell, lease or otherwise dispose of real and personal property or any interest therein and to use said property or the proceeds thereof for the purposes encouraging and promoting economic development in the City.
5. To foster and promote public awareness of economic development needs and activities in the City
6. To enlist the services of planners, consultants, legal counsel, and other professional services incidental to accomplishing the policy objectives identified in this Ordinance.
7. To carry on such other activities as may be incidental to or will assist in the accomplishment of the above-stated purposes.
8. To engage in any projects, programs or improvements within the City of Prairie Village deemed by the Governing Body as appropriate and related to economic Development within the City.

#### **SECTION V. Revenues Credited to the Fund**

Monies received from the following sources shall be credited to the Economic Development Reserve Fund on at least a quarterly basis:

1. Sales and Compensating Use Tax revenues generated from a sales tax ballot measure approved by the voters of Johnson County, Kansas in 2003 and subsequently renewed in 2005.
2. Any other funds approved by the Governing Body to be credited to the Economic Development Reserve Fund.

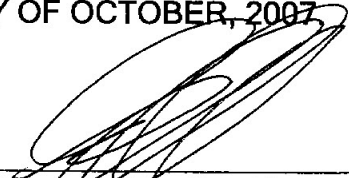
#### **SECTION VI. Expenditures From the Fund**

The Governing Body shall have the authority to use and expend monies in the Economic Development Fund as follows:

1. All expenditures from the fund shall be consistent with the policy objectives and authorized uses identified in this ordinance.
2. Approval of the Prairie Village Governing Body will be required for all expenditures from the fund.
3. No single expenditure from the Fund shall be in an amount less than \$5,000 unless the Governing Body finds that special circumstances exist.
4. Expenditures from this fund may not be used to pay costs associated with the employment of full or part-time City employees. However, this shall not prevent monies in the Economic Development Fund to be used to obtain the services of professionals and contract employees as described in this Ordinance.

**SECTION VII. Take Effect.** That this ordinance shall take effect and be in force from and after its passage, approval and publication in the official City newspaper as provided by law.

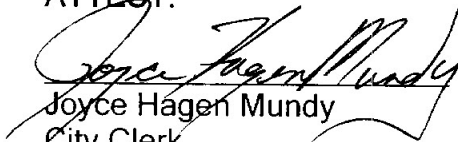
**PASSED AND APPROVED THIS 1st DAY OF OCTOBER, 2007**



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Ronald L. Shaffer, Mayor

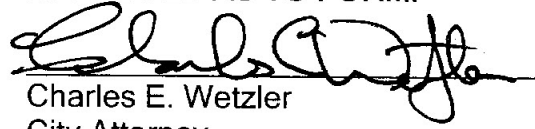
**ATTEST:**



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Joyce Hagen Mundy  
City Clerk

**APPROVED AS TO FORM:**



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Charles E. Wetzler  
City Attorney

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
Monday, June 15, 2015  
7:30 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **INTRODUCTION OF STUDENTS & SCOUTS**
- V. **PUBLIC PARTICIPATION**

(5 minute time limit for items not otherwise listed on the agenda)

VI. **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 the regular City Council meeting minutes - June 1, 2015
- 2. Approve Claims Ordinance #2930
- 3. Ratify the Mayor's appointment of Tree Board members:  
Frank Riott  
Tucker Poling
- 4. Ratify the Mayor's appointment of City Officials  
Fielding Norton, City Treasurer  
Katie Logan, City Attorney  
Deb Vermillion, City Prosecutor  
Jennie Clarke, Municipal Judge  
Steve Sakoulas, Interim Municipal Judge

**By Committee**

- 5. Approve ordinance No. 2332 - franchise agreement with Unite Private Networks

VII. **COMMITTEE REPORTS**

**Council Committee of the Whole**

- COU2015-26 Consider recommendation of hiring Gould Evans to provide Planning Advisory Services for the City of Prairie Village.

- VIII.     **MAYOR'S REPORT**
- IX.       **STAFF REPORTS**
- X.        **OLD BUSINESS**
- XI.       **NEW BUSINESS**
- XII.      **ANNOUNCEMENTS**
- XIII.     **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](mailto:cityclerk@pvkansas.com)**



**CONSENT AGENDA**  
**CITY OF PRAIRIE VILLAGE**

**June 15, 2015**

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
June 1, 2015**

The City Council of Prairie Village, Kansas, met in regular session on Monday, June 1, 2015 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

**ROLL CALL**

Mayor Laura Wassmer 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, Sheila Myers, Brooke Morehead, Dan Runion, David Morrison and Ted Odell.

Staff present was: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Nolan Sunderman, Assistant to the City Administrator and Meghan Buum, Deputy City Clerk.

Mayor Laura Wassmer led all present in the Pledge of Allegiance.

**INTRODUCTION OF STUDENTS & SCOUTS**

Mayor Wassmer welcomed Boy Scouts from Troop 395 and Troop 98 who were present.

**PUBLIC PARTICIPATION**

No one was present to address the City Council on issues not listed on the Council Agenda.

## CONSENT AGENDA

Council President Brooke Morehead moved for the approval of the Consent Agenda for June 1, 2015 :

1. Approve regular City Council Minutes - May 18, 2015.
2. Ratify the Mayor's appointment of Jeffrey Valentino to the Planning Commission to a term expiring in April, 2018.
3. Approve an amendment to the Cooperation Agreement with Johnson County for participation in the Johnson County Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) programs.
4. Authorize the current part-time Code Enforcement Officer position to become a full-time position effectively immediately.

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

Mayor Wassmer introduced new Planning Commissioner Jeffrey Valentino. Mr. Valentino stated that he was looking forward to serving on the Planning Commission.

## COMMITTEE REPORTS

### Council Committee of the Whole

COU2015-24 Consider the Design Agreement with Affinis Corporation for the design of the 2016 Mission Road rehabilitation project from 71<sup>st</sup> Street to 75<sup>th</sup> Street

On behalf of the Council Committee of the Whole, Council President Brooke Morehead moved the City Council approve the Design Agreement with Affinis Corporation for the design of the 2016 Mission Road Rehabilitation Project from 71<sup>st</sup> Street to 75<sup>th</sup> Street at a cost of \$157,528. The motion was seconded by Ashley Weaver and passed unanimously.

COU2015-25 Consider Construction Contract for the 2015 Paving and CARS Program

On behalf of the Council Committee of the Whole, Council President Brooke Morehead moved the City Council approve the Construction Contract with J. M. Fahey

Construction Company for the 2015 Paving and CARS Programs in the amount of \$2,335,000. The motion was seconded by Ted Odell and passed unanimously.

## **OLD BUSINESS**

### **Consider Request for Extension to the Special Use Permit for Mission Chateau**

Katie Logan introduced the item. MVS LLC and the neighborhood group opposing the development of Mission Chateau have entered into a mutually agreeable settlement. The new project requires MVS to file an application for a new Special Use Permit (SUP) before September 5, 2015. It is anticipated that the Planning Commission will schedule a public hearing following the filing. The Planning Commission will make a recommendation to the governing body on the new SUP. A condition of the agreement is the granting of an extension to the existing SUP by the governing body. The language in the resolution has been agreed upon by the neighbors and MVS. Ms. Logan noted a typo in the last whereas clause; the effective date of the settlement agreement should read June 1, 2015 rather than May 20, 2015. Representatives of both the neighbors and MVS were available for comment.

Brian Doerr, 4000 W. 86<sup>th</sup> Street, stated that he was speaking as a representative of the neighborhood group. He stated that 44 of the required 47 signatures for the settlement have been acquired, with two additional to be acquired this week. One resident has not been able to be reached as of the time of the meeting. The neighborhood believes they have an effective settlement agreement.

Mike Flanagan, general counsel for Tutera Group and MVS LLC, stated that Mr. Doerr has accurately described the agreement to move forward with a new plan without a skilled nursing component. The continuance with respect to the existing SUP as

outlined by Ms. Logan is an integral component to the settlement agreement. The extension allows the new SUP to be prepared without having to worry about keeping the old project in balance as well. He believes that the new application will be on file significantly before September with the proposal before council in early to mid fall.

Jori Nelson asked for clarification on a skilled nursing facility on the property in the future. Mr. Flanagan stated that while the former plan had that component, the new plan does not. The agreement anticipates a covenant prohibiting a skilled nursing facility on the property and would close that as a possibility once they break escrow. Mayor Wassmer clarified that the covenant runs with the land; even if the Tutera Group sells the property, a skilled nursing facility couldn't be built there. Mr. Flanagan stated that a process needs to be followed before that takes place, and is contingent on the existing SUP being continued, and the new SUP being approved by the City Council and becoming final and non-appealable and not subject to any pending litigation.

Ms. Nelson asked how the outstanding lawsuit with the Kansas Supreme Court would impact this process. Mr. Flanagan stated that all pending litigation in respect to the existing SUP would be resolved by coming to terms on a new SUP. Sheila Myers asked for clarification that the pending case would be dropped should the new SUP be approved. Mr. Flanagan stated that yes, all issues would be resolved and a joint motion will be made to the court. Within the settlement agreement, the parties have agreed to notify the Kansas Supreme Court that the issues have been settled by all parties. Ms. Myers asked what would happen should the Supreme Court rule before the new SUP is agreed upon. Mr. Flanagan stated that the parties have agreed that the decision would not provide an exit for either party to leave the settlement agreement; however, he does

not believe the parties will have an opportunity to present oral arguments before the Kansas Supreme Court prior to the SUP being agreed upon.

Eric Mikkelson asked if this is still a binding agreement in the unlikely event that the final signature doesn't come forward. Mr. Doerr stated it is a condo owner and they don't anticipate any issues obtaining his signature. He believes it is an effective, enforceable agreement right now. Mr. Flanagan stated that he believes it is a binding agreement as it currently stands. Mr. Flanagan stated that all those who signed the settlement agreement have waived their right to sign a protest petition. Mr. Flanagan stated that, in addition, if the Council approves the new SUP, the existing SUP would be terminated by ordinance so in theory, he believes the appeal would be deemed moot.

Ted Odell thanked both sides for working through these details. He appreciates all the hard work that went into this agreement.

Jori Nelson asked if Tutera Group had considered purchasing nearby property to build a skilled nursing facility. Mr. Flanagan responded that they had not.

David Morrison stated that he is not willing to settle for this settlement agreement. His ward is tired of fighting this lengthy legal battle. He believes this is not an optimal use of a prime location, and his ward is settling when they truly need a school.

Ashley Weaver thanked both sides for their diligent hard work and significant time put towards reaching an agreement.

Ted Odell moved the City Council adopt Resolution 2015-01 conditionally approving an extension to the period to commence construction under Ordinance No. 2301. The motion was seconded by Andrew Wang. The motion was voted on and passed by an 11 to 1 vote with Morrison voting in opposition.

Mayor Wassmer thanked both sides for their time and effort in this project.

**New Business**

Jori Nelson, Shawnee Mission School District liaison to the City Council, provided an update to the Council. The School Board approved a \$615,800 contract to JE Dunn for upgrades to the Broadmoor building for the relocation of students from Briarwood including additional classrooms, office area renovations, and a secure entrance along with other miscellaneous improvements. Mayor Wassmer asked about the status of the Briarwood gym. Ms. Nelson stated that she wasn't aware of any developments to report.

Ms. Nelson shared that Clara Ma, a recent SME graduate is a 2015 Presidential scholar. Akshay Dinakar (SME) and Zachary Nason (Homeschooled) were also named as candidates. Fewer than 4,000 students are named for the program and 53 students in the state of Kansas made the list. The award is based on SAT and ACT scores.

Ms. Nelson shared that Ali Dastjerdi and Henry Walker won a national debate title at the National Catholic Forensic League's Grand National Tournament in Florida. Their national championship in policy debate is a first for Shawnee Mission East and a first for Kansas.

Ms. Nelson reported that two synthetic turf fields are ready to be installed at Shawnee Mission East.

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

Planning Commission	06/02/2015	7:00 p.m.
Tree Board	06/03/2015	6:00 p.m.
JazzFest Committee	06/10/2015	5:30 p.m.
Council Committee of the Whole	0615/2015	6:00 p.m.
City Council	0615/2015	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present an exhibit by the Shawnee Mission East Co-Lab in the R. G. Endres Gallery during the month of June. The artist reception will be Friday, June 12<sup>th</sup>, from 6:30 - 8:00 p.m.

Recreation sales have begun. The pool diving well and slides will close at 5 p.m. on June 9<sup>th</sup> for a Dive Meet.

The first Moonlight Swim will be held on Friday, June 12<sup>th</sup> with the pool remaining open until 10 p.m.

The MARC 19<sup>th</sup> Annual Regional Assembly Luncheon will take place on Friday, June 5<sup>th</sup>.

**ADJOURNMENT**



With no further business to come before the City Council the meeting was adjourned  
at 8:00 p.m.

Meghan Buum  
Deputy City Clerk

**CITY TREASURER'S WARRANT REGISTER**

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

June 15, 2015

**Copy of Ordinance**  
2930

Ordinance Page No. \_\_\_\_\_

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	DATE	AMOUNT	TOTAL
<b>EXPENDITURES:</b>			
Accounts Payable			
9844-9852	5/1/2015	87,251.08	
9853-9953	5/8/2015	636,549.55	
9954-9957	5/14/2015	3,687.92	
9958-10026	5/22/2015	196,788.75	
10027-10028	5/29/2015	9,917.17	
Payroll Expenditures			
5/1/2015		251,583.09	
5/15/2015		259,938.07	
5/29/2015		270,844.52	
Electronic Payments			
Electronic Pmnts	5/1/2015	450,000.00	
Electronic Pmnts	5/4/2015	3,632.06	
Electronic Pmnts	5/5/2015	441.42	
Electronic Pmnts	5/8/2015	8,565.93	
Electronic Pmnts	5/11/2015	762.02	
Electronic Pmnts	5/14/2015	899.25	
Electronic Pmnts	5/15/2015	470.88	
Electronic Pmnts	5/19/2015	3,632.06	
Electronic Pmnts	5/20/2015	3,356.09	
Electronic Pmnts	5/21/2015	13.12	
Electronic Pmnts	5/28/2015	24,071.92	
Electronic Pmnts	5/29/2015	3,632.06	
<b>TOTAL EXPENDITURES:</b>			<b>2,216,036.96</b>
Voided Checks	Check #		
Matthew Boggs	9845	(155.00)	
All Star Awards	9961	(20.00)	
<b>TOTAL VOIDED CHECKS:</b>			<b>(175.00)</b>
<b>GRAND TOTAL CLAIMS ORDINANCE</b>			<b>2,215,861.96</b>

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

Passed this 15th day of June 2015.

Signed or Approved this 15th day of June 2015.

(SEAL)  
ATTEST: *Felding L. Horton* 6/4/15  
City Treasurer

ATTEST: *Lin Smith* 6-4-15  
Finance Director



**MAYOR**

**Council Committee Meeting Date:  
Council Meeting Date: June 15, 2015  
Consent Agenda**

**Consent Agenda: Consider appointment of new committee members**

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**RECOMMENDATION**

Mayor Wassmer requests Council ratification of the appointment of the following individuals:

<b>Committee</b>	<b>Volunteer Name</b>	<b>Term Ends</b>
Tree Board	Frank Riott	4/2017
Tree Board	Tucker Poling	4/2017

**BACKGROUND**

The individuals listed above have expressed interest in serving on the indicated Prairie Village committee. Committee Chairs, members, and staff have reviewed all applications and desire to have these committee members appointed. The volunteer applications are attached.

**PREPARED BY**

Meghan Buom  
Deputy City Clerk  
Date: June 11, 2015



## City of Prairie Village APPLICATION TO VOLUNTEER

Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com).

Name FRANK RIOTT Spouse's Name KRISTIN

Address [REDACTED] Zip [REDACTED]

Ward 1 Telephone: Home [REDACTED] Work [REDACTED]

Fax [REDACTED] Other Number(s): [REDACTED]

Business Affiliation [REDACTED]

Business Address [REDACTED]

What Committee(s) interest(s) you?

TREE BOARD / COMMITTEE

Please tell us about yourself, listing any special skills or experiences you have which would qualify you for a volunteer with the City of Prairie Village.

- I'm not an expert, but I love learning about trees and helping the community foster a vibrant urban forestry (see ideas attached from winners of ISA's 2011 "Tree Professionals":
- I'm a member of ISA and studying to become a Certified Arborist.
- I've completed Ho. Heartland Tree Alliance "Tree Keepers" program.
- I climb and trim trees as a hobby. (I love being in them too.)

Thank you for your interest in our community.



**City of Prairie Village  
APPLICATION TO VOLUNTEER**

Please complete this form and return it to the City Clerk's Office, 7700 Mission Road, Prairie Village, Kansas 66208. If you have any questions, please contact the City Clerk's Office at 913-381-6464 or send an e-mail to [cityclerk@pvkansas.com](mailto:cityclerk@pvkansas.com).

Name Tucker Poling Spouse's Name Lindsey Poling  
Address 3321 W. 74th Zip 66208 Ward 3  
Telephone: Home [REDACTED] Work \_\_\_\_\_ Fax \_\_\_\_\_  
E-mail [REDACTED] Other Number(s): \_\_\_\_\_  
Business Affiliation [REDACTED]  
Business Address [REDACTED]  
What Committee(s) interests you? ① Planning Commission ② Tree Board

Please tell us about yourself, listing any special skills or experiences you have which would qualify you for a volunteer with the City of Prairie Village.

My wife and I bought our home in PV a few months ago, and I would like to get more involved in our community. I am an attorney. My practice focuses on civil litigation, defending businesses and individuals against tort litigation. My personal interests include gardening, endurance sports (triathlon + running), all outdoor pursuits, and dogs. I don't know that any of this qualifies me for anything...but I am interested in helping in whatever way I can!  
Thank you for your interest in serving our community. Feel free to call or email. Thanks.

Tucker

**Consider appointment of City Officials**

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**RECOMMENDATION**

Ratification of Mayor's appointment of the following City Officials:

Katie Logan	City Attorney
Fielding Norton, Jr.	City Treasurer
Jennie Clark	Municipal Judge
Steve Sakoulas	Interim Municipal Judge
Debra A. Vermillion	City Prosecutor

**BACKGROUND**

Under the terms of the Municipal Code, these positions are Mayoral appointments for two-year terms. All appointees will be present at the meeting.

- Katie Logan was appointed as City Attorney in July, 2008. An attorney with Lathrop & Gage, Ms Logan concentrates her practice in the areas of public law, public finance, real estate and real estate finance and business law. Katie is a graduate of the University of Kansas and received her law degree from the University of Missouri, Kansas City.
- Fielding Norton, Jr. a long time Prairie Village resident, was appointed City Treasurer in September, 1981. Fielding is a retired CPA.
- Jennie Clark was appointed as Municipal Judge by Mayor Taliaferro in 1992. She is a graduate of the University of Kansas and UMKC Law School. Ms Clark is an attorney with American Century Investments specializing in litigation, employment matters, real estate and shareholder services.
- Steve Sakoulas has several years experience as a municipal prosecutor in both Kansas and Missouri. He is a graduate of UMKC School of Law and a partner in the Bortnick, McKeon, Sakoulas & Schanker Law Firm, specializing in litigation, criminal defense, municipal court, personal injury and corporate representation. Mr. Sakoulas is being appointed as interim municipal judge until a permanent arrangement or appointment is made.
- Debra Vermillion was appointed as City Prosecutor in January, 2009. She is a graduate of UMKC and Washburn University School of Law. Ms. Vermillion served as a prosecutor in the Johnson County District Attorney's office for 11 years. She currently operates her own law office providing civil and criminal litigation.

The Treasurer and Judge positions are currently employee positions paid through payroll. The City Attorney and Prosecutor positions are engaged with a letter of engagement and agreement.

**ATTACHMENT S**

Letter of Engagement-Katie Logan  
Vermillion Contract

**PREPARED BY**

Joyce Hagen Mundy  
City Clerk

Date: June 11, 2015

# LATHROP & GAGE<sub>LLP</sub>

CATHERINE P. LOGAN  
DIRECT LINE: 913.451.5168  
EMAIL: CLOGAN@LATHROPGAGE.COM  
WWW.LATHROPGAGE.COM

BUILDING 82, SUITE 1000  
10851 MASTIN BOULEVARD  
OVERLAND PARK, KANSAS 66210-1669  
PHONE: 913.451.5100  
FAX: 913.451.0875

June 11, 2015

City of Prairie Village, Kansas  
7700 Mission Road  
Prairie Village, KS 66208

Attention: Honorable Laura Wassmer, Mayor

Dear Mayor Wassmer:

We are pleased that you have recommended Catherine P. Logan for reappointment as City Attorney and selected Lathrop & Gage LLP (collectively the "Firm") to serve as counsel for the City of Prairie Village (the "City").

If Ms. Logan is reappointed, this will confirm the City's approval of the following provisions governing our engagement, as well as the additional provisions set forth on the enclosed "General Provisions Relating to Relationships with Clients" (the "General Provisions"). If you have any questions about any of these provisions, or if you would like to discuss possible modifications, please call me.

1. Identity of Client; Scope of Representation. The Firm's client, for purposes of this representation (and any additional services provided as contemplated by the following paragraph), is the City, and not any of its officials, employees, agents, legislators, or insurers.

The City has engaged the Firm to advise and represent it in connection with the duties set forth in Section 1-310 of the City Code. If the City requests, and we agree to provide, services with respect to additional matters, the terms of this letter will apply to those additional services, unless superseded by another written agreement between us.

2. Term of Representation. The term of this engagement (including our attorney-client relationship with you) shall be two years unless renewed by a mutually-executed new engagement letter or written extension of the term of this letter or unless terminated pursuant to Section 10 of the General Provisions. For avoidance of doubt, the City's obligations for fees and charged accrued prior to termination shall survive termination of this engagement.

3. Fees and Expenses. Our fees will be based on the amount of time spent by our lawyers and paralegals on the City's behalf. Our billing rates for this matter currently range from \$195.00 to \$455.00 per hour for lawyers and \$175.00 per hour for paralegals. The



applicable rate times the number of hours spent by each lawyer or paralegal, measured in tenths of an hour, will determine our fees.

In addition to our fees, we will be entitled to payment or reimbursement for costs and expenses as set forth in the General Provisions.

If you have any questions or concerns about any of our statements for fees and expenses, please call me promptly so that we can discuss your questions or concerns and I can respond appropriately.

4. Staffing. Although I will be primarily responsible for this engagement, various portions of the work may be delegated to other members of the Firm, associate, staff and of counsel lawyers, and paralegals, as the Firm deems appropriate in the circumstances. The names and discounted hourly billing rates of all lawyers we anticipate will work on this matter are listed on the attached Schedule A. For attorneys whose expertise is not anticipated at this time and who are therefore not on the attached list, we will bill at a 15% discount from their then current hourly rate.

5. Relationships with other Law Firms. The Firm may, from time to time, enter into relationships with other law firms. For example, the Firm currently is a party to an agreement with another firm under which the other firm's attorneys have become of counsel to the Firm and, as such, will participate in the Firm's representation of its client in certain designated matters. Notwithstanding the existence of any such relationships, the [Short name for client] is engaging the Firm only, to the exclusion of any such other firm.

\* \* \*

We are pleased to have this opportunity to be of service and to work with you.

Very truly yours,

LATHROP & GAGE LLP

  
Catherine P. Logan

**LATHROP & GAGE LLP**  
**GENERAL PROVISIONS RELATING TO RELATIONSHIPS WITH CLIENTS**

The following provisions will apply to the relationship between Lathrop & Gage LLP (the "Firm") and each of the Firm's clients, except as modified by the engagement letter or other written agreement between a particular client and the Firm and except that these provisions do not apply to the representation of clients in estate planning matters, which is governed entirely by the engagement letter between the client and the Firm:

1. Identity of Client. The Firm undertakes to represent only the persons and entities it has expressly agreed to represent and has acknowledged or identified as its clients. A client's incorporators, promoters, organizers, shareholders, partners, members, directors, officers, employees, subsidiaries, parents, other affiliates, family members, related interests, insureds and insurers are referred to herein, collectively, as the client's "Affiliates." In agreeing to represent a client, the Firm does not undertake to represent that client's Affiliates and, unless otherwise expressly agreed in writing by the Firm, the client's Affiliates will not be clients of the Firm.

2. Client Responsibilities. To enable the Firm and its lawyers to effectively render their services, the client agrees to cooperate fully in connection with each matter in which the Firm represents the client, to fully and accurately disclose to the Firm all facts that may be relevant to the matter or that the Firm may otherwise request, and to keep the Firm apprised of developments relating to the matter. The Firm will rely on the completeness and accuracy of the information provided by the client in performing the Firm's services. The client also agrees to be reasonably available to attend and participate in meetings, telephone conferences and any discovery, mediation, arbitration or court-related proceedings.

3. Fees. The Firm's fees for services will be based on applicable hourly billing rates in effect from time to time. The Firm's hourly billing rates are subject to adjustment by the Firm from time to time. Adjustments will ordinarily be made annually. The time for which a client will be charged will include, but will not be limited to, telephone and office conferences with the client or its personnel, other counsel, witnesses, consultants, court personnel and others; conferences among the Firm's lawyers and support staff personnel; review of files and other factual investigation; legal research; responding to clients' requests for the Firm to provide information to their auditors; drafting and review of letters, pleadings, briefs, memoranda and other documents; travel time; time in court, including waiting time; and time in depositions and other discovery procedures.

4. Costs and Expenses. In addition to the Firm's fees, the Firm will be entitled to payment or reimbursement for costs and expenses incurred in performing the Firm's services, including, but not limited to, photocopying, messenger and delivery service, computerized research, outside

research and document retrieval services, travel (including mileage, parking, airfare, lodging, meals and ground transportation), long-distance telephone, faxes, clerical overtime, court costs, filing fees, and fees of experts, investigators, witnesses, consultants and court reporters. Unless special arrangements are made at the outset, the Firm will have the right to have third parties bill the client directly for their fees and expenses. The Firm also will have the right to require that the client deposit with the Firm, up to 30 days prior to the date payment to the third party is due, the amount of any fees or other charges (such as, but not limited to, fees related to domestic and foreign patent or trademark applications) that are about to become due to third parties. The Firm will have no obligation to advance any such fee or other charge if the client fails to satisfy any such requirement in a timely fashion.

5. Estimates of Fees and Expenses. The Firm may, from time to time, for a client's convenience, furnish estimates of fees or expenses that the Firm anticipates will be incurred. These estimates are subject to unforeseen circumstances and are by their nature inexact. As a result, the actual fees and expenses most likely will be more or less than the Firm's estimate. No fee estimate shall be deemed or construed to establish a fixed, maximum or minimum fee, and the Firm will not otherwise be bound by any estimates, unless expressly otherwise provided by written agreement with a particular client.

6. Billing and Payment. Fees and expenses will be billed monthly and are payable within thirty (30) days of the date of the invoice. Failure to pay an invoice in full, when due, will be deemed a failure substantially to fulfill a client's obligation to the Firm regarding the Firm's services and may result in withdrawal from representation as provided in paragraph 10, below. In addition, the Firm may be entitled, under applicable law, to payment of interest at the legal rate on past due amounts. The client also will be obligated to pay any and all expenses, including court costs, filing fees and pre- and post-judgment reasonable attorneys' fees, incurred by the Firm in connection with collecting (or attempting to collect) past due amounts or enforcing the terms of the engagement letter including these General Provisions. The attorneys' fees may include fees for the time of Firm attorneys who represent the Firm, as well as the fees of any outside counsel.

7. Outcome and Contingency. The Firm endeavors to serve the Firm's clients in a professional manner and to the best of its lawyers' abilities, but the Firm cannot guarantee the outcome of any given matter or predict with certainty the consequences of any given action or inaction. Any opinions expressed by the Firm or any of its lawyers concerning any such outcome or consequences are only expressions of professional judgment, are necessarily limited by the Firm's or the lawyer's knowledge of the facts (which will not necessarily be complete), and are based on the state of the law at the time they are expressed. Unless specifically provided in the engagement letter, payment for the Firm's services is not contingent upon the outcome of any matter.

8. Insurance Coverage. A client may have insurance policies relating to a matter with respect to which the client requests the Firm's assistance. It is the client's responsibility to carefully check all policies and, if coverage may be available, notify the insurance company as soon as possible. The Firm will be glad to assist in this regard upon request; however, the Firm does not undertake any responsibility to advise the client as to the existence, applicability or availability of insurance coverage relating to any matter to be handled by the Firm unless the Firm has been provided copies of the relevant policies of insurance and has been expressly requested in writing to advise the client as to potential coverage under such policies.

9. Renewals. The Firm does not undertake to take any steps to maintain the effectiveness of any patents, trademarks, UCC financing statements, judgments, liens or other filings unless otherwise specifically agreed in writing, and then only to the extent so agreed. Any such agreement will terminate upon the termination of the Firm's representation of the client.

10. Termination by Client; Withdrawal by the Firm. A client has the right at any time to terminate the Firm's services and representation upon written notice to the Firm. The Firm reserves the right to withdraw from its representation of a client as permitted or required by applicable rules of professional conduct. Upon termination or withdrawal, all of the Firm's and its lawyers' duties to the client, including but not limited to any duty to advise the client regarding, or to take any other action to comply with, any filing or other deadlines subsequent to the termination or withdrawal, but excluding those duties owed to former clients generally under applicable rules of professional conduct, shall terminate.

11. Retention of Files. The Firm will retain the client files for a given matter for at least ten (10) years after completion or termination of representation. Client files may be destroyed at any time after such ten-year retention period unless the client has made other arrangements with the Firm and confirmed those arrangements in writing. The client files include correspondence between the Firm and the client or third parties, pleadings, motions, briefs, discovery, legal research and memoranda (other than personal attorney work product), transcripts, affidavits, witness statements, expert reports, legal instruments such as wills, deeds and contracts, corporate records, documents filed with governmental agencies, other documents exchanged with other parties to transactional matters, and other papers or property received from the client or third parties, or prepared for the client's use or on its behalf, during the representation. The client files do not include Firm invoices and other billing and timekeeping records; internal memoranda, e-mails and other communications between or among Firm attorneys and other personnel; attorneys' notes and other personal attorney work product; conflicts checks and other client and matter intake-related papers; client-relationship documentation (such as engagement letters, conflict waiver letters, screening memoranda, end-of-matter and final

disposition letters, and termination of engagement letters); client contact information; calendars maintained by Firm attorneys and other personnel; other records generated by Firm administrative departments; personnel assignments and records; other documents intended for internal use; and documents that the Firm is prohibited, by court order or agreement with a third party, from providing to the client. If the client requests the transfer of the client's files, the client agrees to pay the Firm for the time and expense involved in such transfer.

12. Completion of Services. Upon completion of the Firm's services with respect to a given matter, the Firm will have no further obligation to advise the client with respect to subsequent changes in the law or facts relevant to such matter, and the attorney-client relationship will terminate (with the effect described in paragraph 10, above) unless the client has requested, and the Firm has agreed to provide, advice or representation with respect to one or more other then-pending matters. In the event the Firm's attorney-client relationship with a client terminates and the client subsequently requests, and the Firm agrees to provide, additional advice or representation with respect to any matter, the attorney-client relationship will be revived and will be subject to these General Provisions as amended at the time of such revival and as modified by any prior or contemporaneous written agreement between the client and the Firm.

13. Communication by E-mail and other Electronic Media. Unless a client otherwise directs the Firm in writing or the Firm otherwise expressly agrees in writing, the client authorizes the Firm to communicate with the client (and with third parties with respect to the Firm's representation of the client) by e-mail and other electronic media (including but not limited to voicemail and text messaging and other web-based media). In this connection, clients should be aware of the following:

(a) E-mail and other electronic media may not be secure methods of communication, and there is a risk that electronic communications could be intercepted en route between the sender's and intended recipient's computers or otherwise read or listened to by third parties having authorized or unauthorized access to the sender's or the recipient's computer, a network to which it is connected, or a system (such as a voicemail system) on which information may be recorded and stored.

(b) There also is a risk that, in rare cases, the Firm's e-mail filtering software may eliminate legitimate e-mail from clients, without the intended recipient's knowledge. Therefore, if a client conveys important instructions to the Firm by e-mail, the client should make sure that the Firm acknowledges receipt of those instructions.

(c) To the extent a client communicates with the Firm through computers or other communications equipment owned by the client's employer or other third parties, the owner of the equipment may have access to such communications, possibly resulting in the loss of

confidentiality and the protection of the attorney-client privilege, even if the client utilizes a personal e-mail account. Accordingly, a client should not use a third-party-owned device or system for sensitive or substantive communications with the Firm and should avoid such use, to the extent practical, for any other communications with the Firm.

14. Client Consent to the Firm's Consultation with Counsel.

The occasion might arise for the Firm, through one or more of its lawyers, to consult regarding the representation of a client with the Firm's own counsel, who may be outside counsel retained by the Firm or a lawyer or lawyers in the Firm who are not involved in the Firm's representation of the client in the particular matter and have been internally designated as counsel to the Firm. To the extent that the Firm is addressing its own rights or responsibilities *vis-à-vis* the client, a conflict of interest might be deemed to exist between the Firm and the client with respect to the consultation or resulting communications, particularly if a dispute were to arise between the Firm and the client regarding the matter at issue. It is a condition of the Firm's agreement to represent the client that, in such circumstances, (a) the client consents to such consultation occurring and waives any claims of conflict of interest based on such consultation or resulting communications, even if the Firm's counsel might be deemed to be acting adversely to the interest of the client, and (b) the client acknowledges that any and all such communications shall be protected from disclosure to the client by the Firm's own attorney-client privilege.

LATHROP & GAGE LLP

## EXHIBIT A

### Hourly Rates

#### General Public Law Matters:

Catherine P Logan	\$295
David Waters	\$295

#### Employee Benefits:

Jenny Mosh	\$390
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#### Pending Litigation:

(MVS v. Prairie Village and Marsh et al. v. Prairie Village)

Jennifer Hannah	\$385
Carrie Josserand	\$330
Mark Samsel	\$240
Emily Davis	\$195

#### Employment Matters

Tammy Somogye	\$375
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# LATHROP & GAGE<sub>LLP</sub>

Catherine P. Logan

City of Prairie Village and other public law experience – June 15, 2015

Katie Logan is a partner with the lawfirm of Lathrop & Gage LLP and is resident in the firm's office in Overland Park, Kansas. Her law firm bio, and a general brochure of Lathrop & Gage LLP are attached.

Ms. Logan was appointed City Attorney for Prairie Village on July 7, 2008 upon the retirement of Charles Wetzler, as City Attorney. She was reappointed Prairie Village City Attorney in 2011.

Katie Logan is also the City Attorney for Junction City, Kansas (since May, 2007), and is currently special counsel to the City of Topeka, Kansas on a matter relating to an initiative petition, and to the City of Leavenworth, Kansas on tax increment financing projects. Other Kansas public entities she provides legal services for include the Kansas Bioscience Authority and several public hospitals.

Ms. Logan actively participates in both the City Attorney Association of Kansas (CAAK) which is affiliated with the League of Kansas Municipalities (LKM) and at the request of LKM has presented at LKM events, including most recently at the Governing Body Institute held in Topeka, Kansas on May 16, 2015.

Ms. Logan also actively participates in the group informally known as: Municipal Attorneys, consisting primarily of attorneys representing cities, counties and other public entities in Johnson County and Wyandotte County, which meets quarterly to discuss public law issues and has presented before that group as well.



## Catherine P. Logan

Partner | [clogan@lathropgage.com](mailto:clogan@lathropgage.com)

### OVERLAND PARK

10851 Mastin Boulevard  
Building 82, Suite 1000  
Overland Park, KS 66210-1669

T: 913.451.5168

F: 913.451.0875

#### *Assistant*

Sara Treffer

913.451.5146

### PRACTICE AREAS

Public Law

Public Finance

Development and Incentives

Land Use and Zoning

Real Estate

### EDUCATION

University of Missouri-Kansas City  
School of Law, J.D., *with distinction*

University of Kansas, B.A., *with honors*

Ms. Logan has concentrated her practice in the areas of public law, public finance, development and incentives, land use and zoning and real estate.

In the area of public law, Ms. Logan provides City Attorney services for Kansas cities, and has advised numerous public entities in Kansas and Missouri as special counsel on various issues, including zoning and land use, real estate, and procurement and contract issues. She routinely assists both public and private clients in connection with economic development incentives and financings, including tax increment financing, neighborhood improvement district financing, special benefit districts, lease purchase financing, tax abatements, revenue bonds, general obligation bonds, letters of credit and other credit enhancements.

She also represents borrowers, including non-profit entities, in connection with both taxable and tax exempt bond financings and continuing disclosure matters.

In the area of real estate, Ms. Logan has represented clients in a broad range of real estate transactions including purchase and sale transactions, leases and financings.

### Court Memberships

- Kansas
- Missouri
- U.S. District Court for the District of Kansas

## Honors

- Selected as “Leading Lawyer” by *Chambers USA*, 2012 and 2013
- Named to Class of 2003, “Women Who Mean Business,” *Kansas City Business Journal*
- Martindale Hubbell\* “AV” Rating

## Professional Affiliations

- Kansas Bar Association
- The Missouri Bar
- National Association of Bond Lawyers
- City Attorney Association of Kansas
- International Municipal Lawyers Association

## Publications

- Co-author, *Close Corporations in Estate Planning, After the 1976 Reform Act*, *The Journal of Corporation Law* (University of Iowa Law School), Vol. 2, Winter 1977, No. 2, with Professor Edwin Hood

## Our Approach

**Lathrop & Gage was founded in 1873 on the heartland principles of honor, service, trust and value.** We are committed to serving our clients in the same unwavering manner today. While our attorneys have amassed many successes in the past 140 years, the accomplishment of which we are most proud is our continuing representation of our first-ever client, now known as the BNSF Railway Co.



Indeed, Lathrop & Gage has enjoyed success in the 19th, 20th and 21st centuries because we are committed to providing excellent talent, service and results, and adapting to changing business environments and technology.

A hallmark of our firm is the commitment to service that we pledge to every client:

- To provide the highest quality of legal counsel;
- To provide prompt, responsive service in all respects, from returning phone calls to managing transaction and litigation deadlines;
- To obtain optimum results through creative problem-solving;
- To understand each client's unique business context – not just the legal landscape; and
- To handle each client engagement in the most aggressive, creative and cost-effective fashion possible.

Our mission for every client is to achieve the best possible bottom-line result at the earliest possible date.

## Commitment to Value

*Our mission for every client: to achieve the best possible bottom-line result at the earliest possible date.*

Lathrop & Gage partners with clients and delivers the highest quality of legal services in an effective and efficient manner. We engage in a number of initiatives that demonstrate our commitment to providing true value:

**Alternative Fee Arrangements.** We have developed various fee arrangements as alternatives to standard hourly billing:

- **Budget:** At the outset of the matter, attorneys consult with the client to determine a budget and bill against it through completion.
- **Component Fixed Fee:** In certain types of litigation that occur on a regular basis, a total fixed fee may not be feasible, but for certain components (depositions, motions, et cetera) a set amount can be predetermined.
- **Blended Rates:** All work, whether performed by an associate, of counsel or partner, is billed at a flat rate that reflects a blend of the team's rates.
- **Discounting and Success Fee:** Work is performed at a discounted hourly rate, with a success bonus negotiated and defined at the start of the matter.
- **Retainer:** For a fixed monthly amount, Lathrop & Gage will provide general counsel services, which may include attendance at management meetings, telephone consultation and select project work.

**Client Feedback Interviews.** We understand the importance of cultivating lasting relationships with our clients. In fact, we actively request performance reviews from our clients through in-depth interviews. These discussions include assessments of our performance and results; communication and responsiveness; legal fees, budgets and billing; and technology.

We share this feedback with the relationship attorney and the firm's CEO, and we provide assistance to each client team to complete any recommended actions. Additionally, the CEO periodically shares the composite firm rankings with all Lathrop & Gage attorneys and paralegals so that all firm timekeepers are held accountable for client satisfaction.

**Technology.** Our firm continually invests in the latest technology to expedite information between client-attorney teams, saving clients a significant amount of money. Our clients appreciate the fact that all of our offices utilize the latest in videoconferencing equipment, reducing the need for costly travel. And equally important, we have an internal team capable of handling the production of electronically stored information (ESI), saving our clients from the cost of third-party vendors.

**Value Challenge.** Lathrop & Gage is a proud supporter of the Association of Corporate Counsel’s Value Challenge, a program that aims to connect corporate clients and law firms toward aligned business interests and the delivery of legal services at a demonstrable value.

Lathrop & Gage embraces the “Meet.Talk.Act.” priority of the Value Challenge, and has participated in ACC roundtables in a variety of our markets. Moreover, our 4th annual State of Litigation conference was devoted solely to this topic; about 60 inside counsel, corporate executives and Lathrop & Gage partners brainstormed possible innovations and solutions on topics affecting the legal industry.

**AdvanceLaw.** AdvanceLaw is a general-counsel led initiative to identify a select group of law firms in the U.S. and abroad that are especially capable of providing high value, on the basis of: client-service, innovation, expertise, quality, efficiency, and attitude. Each law firm is also committed to practices that enhance the legal profession, including pro bono work and diversity. There are currently 90 major company general counsel participating in AdvanceLaw. [View a partial List of General Counsel Participants.](#) Lathrop & Gage has been an AdvanceLaw firm since 2009.

## Firm Facts

**National Firm, Midwest Value.** Lathrop & Gage's 300 attorneys practice in [10 offices](#) nationwide, from Los Angeles to Boston, allowing us to respond to clients' needs at the local, state and national levels. (In the last three years, our litigators appeared in courts in 44 of the country's 50 states.) However, with a headquarters in Kansas City and a substantial presence in Colorado, Kansas and Missouri, our Midwest operations provide an inherent value over our peer firms on the coasts.

**Full-Service Firm.** Lathrop & Gage provides a [full spectrum](#) of corporate legal services: business transactions, employment and employee benefits, environmental, intellectual property and litigation. In addition, we offer a large and sophisticated wealth strategies team, which advises businesses, families and individuals.

**Nationally Recognized Client Service.** BTI Consulting, a leading legal research firm, ranks Lathrop & Gage among the top 30 firms in the country for client service and satisfaction. In BTI's 2012 survey of hundreds of corporate counsel nationwide, Lathrop & Gage earned high marks for anticipation of client needs, breadth of services, commitment to help, meeting scope and budget, and understanding clients' businesses, among others. We consistently seek and act upon client feedback. We're proud that our client roster includes relationships that span more than 25, 50, 75 and 100 years.

**Exceptional Talent and Results.** Lathrop & Gage attorneys are consistently honored among the country's top legal practitioners. Dozens of our attorneys are listed among *The Best Lawyers in America*; many have been inducted into the American Colleges in their respective areas. *Chambers USA* ranks the firm's corporate/M&A, employment, environmental, intellectual property, litigation and real estate practices among the best in their regions, and recognizes the firm nationwide for its work in the transportation industry.

**Commitment to Diversity.** Lathrop & Gage is dedicated to being a law firm whose workforce reflects the diversity of the clients we serve and the communities in which we live and practice. We have [ongoing initiatives](#), both internal and external, that proactively strive toward diversity and inclusiveness. We actively encourage and foster a culture that is respectful of all people, regardless of race, ethnicity, religion, gender, age or sexual orientation.

**Legacy of Leadership.** Lathrop & Gage was founded in 1873 and is considered the oldest continuously operating law firm west of the Mississippi River. We have a proud tradition of [community and civic leadership](#) that dates back to our firm's founders: Gardiner Lathrop was among Kansas City's first school board members and bar presidents, and John Gage was the "Reform Mayor" who drove out the notorious Pendergast Machine. We invest in our communities by giving of our time and talents.



## Practice Areas

Banking and Creditors' Rights Litigation

Business Litigation

Construction and Design

Corporate

Energy

Environmental

Franchise and Brand Development

Government Relations and Public Law

Healthcare

Intellectual Property

Labor & Employment

Policyholder and Insurance Coverage

Product Liability and Personal Injury

Real Estate

Tax and Employee Benefits

Toxic and Mass Tort

## Industries

Agribusiness Industry Group

Biotechnology & Life Sciences

Charitable and Other Exempt Organizations

Data Centers, Telecommunications, and

Technology

Data Privacy and Security

Education

Financial Institutions

Freight Transportation

Healthcare

Hospitality & Entertainment

Media, Entertainment and Advertising

Technology

## Offices

### **Kansas City**

2345 Grand Blvd.  
Suite 2200  
Kansas City, MO 64108  
T: 816.292.2000  
F: 816.292.2001  
Contact: Mark A. Bluhm  
mbluhm@lathropgage.com

### **Chicago**

155 North Wacker Drive  
Suite 3000  
Chicago, IL 60606-1787  
T: 312.920.3300  
F: 312.920.3301  
Contact: Sue Charles  
scharles@lathropgage.com

### **Los Angeles**

1888 Century Park East  
Suite 1000  
Los Angeles, CA 90067-1623  
T: 310.789.4600  
F: 310.789.4601  
Contact: Beth Schroeder  
BSchroeder@lathropgage.com

### **St. Louis**

7701 Forsyth Boulevard  
Suite 500  
Clayton, MO 63105  
T: 314.613.2800  
F: 314.613.2801  
Contact: Scott Malin  
smalin@lathropgage.com

### **Boston**

28 State Street  
Suite 700  
Boston, MA 02109  
T: 857.300.4000  
F: 857.300.4001  
Contact: Giulio DeConti  
gdeconti@lathropgage.com

### **Denver**

950 Seventeenth Street  
Suite 2400  
Denver, CO 80202  
T: 720.931.3200  
F: 720.931.3201  
Contact: Phillip S. Lorenzo  
plorenzo@lathropgage.com

### **Overland Park**

10851 Mastin Boulevard  
Building 82, Suite 1000  
Overland Park, KS 66210-1669  
T: 913.451.5100  
F: 913.451.0875  
Contact: Curtis L. Tideman  
ctideman@lathropgage.com

### **Boulder**

4845 Pearl East Circle  
Suite 201  
Boulder, CO 80301  
T: 720.931.3000  
F: 720.931.3001  
Contact: Curtis Vock  
cvock@lathropgage.com

### **Jefferson City**

314 E. High Street  
Jefferson City, MO 65101  
T: 573.893.4336  
F: 573.893.5398  
Contact: David Shorr  
dshorr@lathropgage.com

### **Springfield**

910 East St. Louis Street  
Suite 100  
Springfield, MO 65806-2523  
T: 417.886.2000  
F: 417.886.9126  
Contact: Randell Wallace  
rwallace@lathropgage.com

## Social Responsibility

As a firm, Lathrop & Gage is committed to being a diverse, inclusive employer and an outstanding corporate citizen. We implement initiatives to recruit, retain and develop diverse talent; engage in business practices that save energy and promote sustainability; encourage our attorneys to volunteer their time to civic, community and professional organizations; and donate legal services to those unable to afford a lawyer.



## Commitment to Diversity

**Diversity is a priority.** Lathrop & Gage is made up of individuals with entrepreneurial spirits and a broad range of backgrounds and experiences. We are dedicated to being a law firm whose workforce reflects the diversity of the clients we serve and the communities in which we live and practice.

We actively encourage and foster a culture that is respectful of all people, regardless of race, ethnicity, religion, gender, age, sexual orientation or gender identification. We value the critical and collaborative thinking that is borne from a diverse workforce. At Lathrop & Gage, we believe that these varied perspectives strengthen our ability to zealously represent our clients. Cultivating diversity is paramount for the firm and will be critical to our continued growth and success.

**Diversity is action.** Lathrop & Gage supports and participates in a broad spectrum of programs and activities focused on diversity within the firm, the legal profession and our communities. These include:

**An Active Diversity and Inclusiveness Committee.** The [Diversity and Inclusiveness Committee](#) focuses on ensuring Lathrop & Gage remains a supportive and encouraging environment for all attorneys and staff. It consistently develops new ways to recruit, retain and foster the professional development of diverse talent. This

group also provides support and resources to the firm's affinity groups for [women](#) and [attorneys of color](#).

**A Dedicated Diversity Manager.** Lathrop & Gage furthers its commitment to diversity and inclusion by utilizing the expertise of a full-time diversity professional. Our diversity and associate development manager develops, promotes and oversees our firm's diversity and associate attorney endeavors.

**Diversity Leadership.** Lathrop & Gage takes an active role in diversity and inclusion initiatives in our communities:

- We were a founding sponsor of the Heartland Diversity Legal Job Fair, which attracts hundreds of aspiring legal professionals from across the nation to Kansas City as part of a comprehensive effort to increase diversity in the legal community. We also have participated in the Rocky Mountain Diversity Legal Career Fair and the St. Louis Diversity Job Fair, among others.
- We participate in the Center for Legal Inclusiveness, an innovative program geared toward creating a culture of inclusion in the legal community. The campaign has developed a how-to manual for the legal profession, which Lathrop & Gage is currently piloting prior to wide release to the entire Colorado legal community.
- Lathrop & Gage is an active member of the Colorado Pledge to Diversity, a legal group pledged to actively infuse diversity into all levels of firm management.
- We support the Win|Win Initiative, a campaign to increase gender diversity in board and executive positions to 20% in the Kansas City area by 2015.
- Regularly prosecute claims of excessive force and other violations of due process for arrestees and inmates under Section 1983 in the U.S. Northern District of Illinois.
- Major contributor to the Chicago Bar Foundation (the charitable pro bono arm of the Chicago Bar Association), including having a partner who serves on the foundation board of directors and the nominating and governance committee.
- Major supporter of Foundation 65, a nonprofit organization dedicated to providing equal educational opportunities across Evanston/Skokie District 65, regardless of racial, ethnic, or economic status.

**Professional and Community Involvement.** Our attorneys and staff invest significant time and resources in leading, advising and carrying out the work of more than 200 charitable and other public service organizations, many of which are geared toward diversity initiatives. We support and foster networking within diversity sections of the American Bar Association and the Minority Corporate Counsel Association, and we participate in various diverse bar associations, including the Asian Pacific Bar Association of Colorado and the Association for Women Lawyers of Greater Kansas City, [among others](#).

**Diversity Clerkships and Scholarships.** Our Denver office has partnered with the University of Denver Sturm College of Law to create the Advantage Clerkship, a cutting-edge and innovative program for diverse law students. Each year, the clerkship is awarded to one outstanding diverse law-school applicant. Participants receive mentoring from individuals throughout our organization; have access to our resources, including the library and research materials; and are invited to firm events and meetings. After the successful completion of the first year of law

school, participants begin a 10-week paid summer associate position with Lathrop & Gage.

We sponsor higher education scholarships through institutions such as the Kansas City Metropolitan Bar Association Leadership Academy, Jackson County (Missouri) Bar Association and the University of Missouri-Kansas City School of Law.

**Diversity Orientation.** On day one, every new employee attends a session devoted to the firm's diversity philosophy. This session provides information about the firm's values and the importance of treating all individuals with respect and dignity.

**LGBT Benefits.** Lathrop & Gage offers life, health, dental and vision insurance coverage for domestic partners of same-sex relationships.

PROFESSIONAL SERVICES AGREEMENT  
CITY PROSECUTOR CONTRACT

This CITY PROSECUTOR CONTRACT (“Contract”), made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between Debra A. Vermillion (the “Contractor”) and the City of Prairie Village, a Kansas municipal corporation (the “City”).

The Contractor and the City, for the mutual promises and consideration hereinafter set forth, agree as follows:

1. Scope of Work.

a. The Contractor shall provide the services as described in Exhibit A (the “Work”), all as attached and incorporated herein.

b. The Contractor shall be solely responsible for all means, methods, techniques and sequences for coordinating all portions of the Work. The Contractor shall be responsible to the City for the acts and omissions of her agents and employees, and other persons performing any of the Work.

c. The Contractor is free to establish and control her times of performance of the Work and the City shall not dictate time of performance except as stated required by hearings and trials set by the court, and as noted in Exhibit A.

d. The Contractor is not required to perform work exclusively for the City during the term of this Contract.

2. Independent Contractor. This Contract does not create an employer/employee relationship between the parties. It is the parties’ intention that the Contractor will be an independent contractor and not the City’s employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Kansas revenue and taxation laws, Kansas workers’ compensation law, and Kansas unemployment insurance law. The Contractor will retain sole and absolute discretion and judgment in the manner and means of carrying out the Contractor’s activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

3. License. The Contractor shall at all times hold an unrestricted license to practice law in the State of Kansas. The Contractor shall give all notices and comply

with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work.

4. Indemnification. The Contractor shall appear, defend, indemnify and hold harmless the City, members of the City's governing body, its officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions and costs arising out of the Work performed under the terms of this Contract, or on account of any act or omission by the Contractor or its agents, employees or representatives, or from any claims or amounts arising or recovered under workers' compensation laws or any other law, bylaw or ordinance, order, decree or any failure on the part of the Contractor to fulfill the Contractor's obligations under this Contract. Without limiting the generality of the preceding sentence, it is the intent of the parties to this Contract that the City shall, in all instances, be indemnified against all liability losses and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Contract. The provisions of this paragraph shall survive termination of this Contract.

5. Governing Law. This Contract shall be governed by the laws of the State of Kansas.

6. Insurance. The Contractor shall purchase and maintain professional liability insurance in minimum amounts of two hundred fifty thousand dollars (\$250,000.00) per specific claim and seven hundred fifty thousand dollars (\$750,000.00) per aggregate claim per occurrence. If required by the City, Certificates of Insurance acceptable to the City shall be filed with the City at all times while this Contract is in effect. The Certificates shall contain a provision stating that coverage is supported and that the policies will not expire, be canceled or changed until all Work has been completed and accepted by the City.

7. Contract Fee. The Contractor shall be compensated for the Work as set forth in Exhibit A. The Contractor shall provide a monthly statement for services. The City shall promptly pay amounts due to the Contractor.

8. Contract Term. The term of this Contract will be for a period of two years commencing on July 1, 2015, and continue through June 30, 2017.

9. Termination. If the Contractor fails to adequately perform the services or is otherwise determined by the City to have committed misconduct, City may immediately terminate this Contract by written notice to Contractor. Either party may terminate this Contract at any time, without cause, subject to an obligation to give notice in writing to the other party at least sixty (60) days' prior to termination. Termination is effective sixty (60) days from the date of the written notice unless otherwise specified therein. Notwithstanding the termination, the City will remain obligated to pay the Contractor all fees incurred prior thereto. This Contract shall also terminate if the parties fail to mutually agree upon the monthly compensation for the second year of the term. If



the Contractor fails to adequately perform the services, City may immediately terminate this Contract by written notice to Contractor.

10. Rights and Remedies. The duties and obligations imposed by this Contract and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded the parties under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence to any briefs hereunder, except as may be specifically agreed to in writing.

11. Litigation. Should litigation be necessary to enforce any term or provision under this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

12. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the subject matter.

13. Amendment. No amendment or modification of this Contract shall be valid or effective, unless in writing and signed by the parties to this Contract.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed, the day and year first herein written.

CITY OF PRAIRIE VILLAGE, KANSAS

By: \_\_\_\_\_  
Laura Wassmer, Mayor

Attest:

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

Approved as to form:

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

CONTRACTOR

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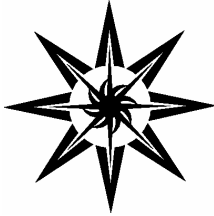
Debra A. Vermillion

## EXHIBIT A

### SCOPE OF WORK & CONTRACT RATE

1. The Contractor shall serve as the City Prosecutor for the City of Prairie Village, Kansas. The Contractor's primary responsibilities shall include, but are not limited to, prosecution of misdemeanors, traffic violations that occur within the City and violations of Prairie Village City Ordinances.
2. The Contractor shall render to the best of its abilities, in accordance with applicable professional standards, the services, legal representation and advice described herein during the continuance of this Contract.
3. The Contractor agrees to faithfully represent the interests of the City in carrying out her duties as City Prosecutor and in accordance with established prosecution standards and policies.
4. The Contractor's services shall include attendance at hearings to represent the City of Prairie Village as City Prosecutor in the Municipal Court and preparation for such hearings. Hearing, trial, arraignment and plea dockets will be as specified by the City from time to time and will be held in the council chambers at City Hall.
5. The Contractor will be compensated \$1,816.91 per month for the period July 1, 2015 through June 30, 2016 for prosecution services described in paragraph 4 above. The monthly compensation for the period July 1, 2016 through June 30, 2017 shall be as mutually agreed by the parties. Upon recommendation of the court Administrator, the Governing Body will review and consider any change to compensation based on cost of living, merit increase, or changes in caseload or workload.
6. The Contractor shall also be required to continue its representation of the City when a case is appealed to the Johnson County District Court. The Contractor may also be requested from time to time to provide legal advice to the police department not involving the prosecution of individual cases. The Contractor shall be compensated at an hourly rate of \$130.00 for such appeal work and legal advice to the police department.
7. The Contractor shall be responsible for arranging for substitute counsel when unable, for any reason, to appear in Court. Substitute counsel shall not be used routinely. Generally, substitute counsel shall be used only when the Contractor cannot serve as City Prosecutor because of illness or prior legal commitment in another Court. The Contractor shall provide the City and the City Attorney with a list of the name(s), address(es), telephone number(s), Kansas Bar number(s), and professional resumes of substitute counsel who will be responsible for providing City Prosecutor services. All substitute counsel on such list must be approved by the City in advance. All services performed by substitute counsel shall be the sole responsibility of the Contractor, including matters of compensation due and

payable to substitute counsel for work performed.



## ADMINISTRATION

Committee of the Whole Meeting: June 1, 2015  
City Council Meeting: June 15, 2015

### Ordinance No. 2332 Unite Private Networks, LLC Franchise Agreement

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#### **Background:**

City staff was contacted by Unite Private Networks, LLC and requested approval to begin construction and installation of a telecommunication network for the Shawnee Mission School District. The construction will require access to City right-of-way which requires a franchise agreement. The City is charged with managing the utilities in the public right-of-way.

There is no anticipated revenue from franchise fees due to the type of services offered. This is a closed network for the Shawnee Mission School District.

Johnson County IT is aware of this project. There are discussions to allow Unite to utilize their current conduit in exchange for sharing the new conduit. If discussions continue and an agreement made, this could allow the City to connect into the Johnson County fiber network.

The City Attorney has reviewed the attached document and will be present to answer any questions.

#### **Attachments:**

Ordinance No. 2332  
Map of proposed construction route

#### **Prepared By:**

Nolan Sunderman  
Assistant to the City Administrator  
Date: May 22, 2015

**ORDINANCE NO. 2332**

**AN ORDINANCE GRANTING TO UNITE PRIVATE NETWORKS, LLC  
A CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND  
MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY OF  
PRAIRIE VILLAGE, KANSAS AND PRESCRIBING THE TERMS OF  
SAID CONTRACT FRANCHISE.**

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

**SECTION 1. DEFINITIONS.**

For the purposes of this Ordinance the following words and phrases shall have the meaning given herein. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word "shall" is always mandatory, and not merely directory.

- (a) "Access Line" - shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange Access Lines provided by a central office based switching arrangement where all stations served by such simulated exchange Access Lines are used by a single customer of the provider of such arrangement. Access Line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer's premises, or to permit duplicate or multiple assessment of Access Line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected Access Line. Access Line shall not include the following: Wireless Telecommunications Services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications Local Exchange Service provider or private line service arrangements.
- (b) "Access Line Count" - means the number of Access Lines serving consumers within the corporate boundaries of the City on the last day of each month.
- (c) "Access Line Fee" - means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(c)(3), and amendments thereto, to be used by Grantee in calculating the amount of Access Line Remittance.
- (d) "Access Line Remittance" - means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access Line Fee, as determined in the City, by the number of Access Lines served by Grantee within the City for each month in that calendar quarter.
- (e) "City" - means the City of Prairie Village, Kansas.
- (f) "Contract Franchise" - means this Ordinance granting the right, privilege and franchise to Grantee to install, maintain, operate and provide Telecommunications Services within the City.

- (g) "Facilities" - means telephone and telecommunications lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide Telecommunications Services.
- (h) "Grantee" – means Unite Private Networks, LLC, a Delaware limited liability company and a telecommunications Local Exchange Service provider providing Local Exchange Service within the City. References to Grantee shall also include as appropriate any and all successors and assigns.
- (i) "Gross Receipts" - shall mean only those receipts collected from within the corporate boundaries of the City and which are derived from the following: (1) Recurring Local Exchange Service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (2) Recurring local exchange Access Line services for pay phone lines provided by Grantee to all pay phone service providers; (3) Local directory assistance revenue; (4) Line status verification/busy interrupt revenue; (5) Local operator assistance revenue; (6) Nonrecurring Local Exchange Service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills; and (7) Revenue received by Grantee from resellers or others which use Grantee's Facilities. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance, wireless Telecommunications Services, lines providing only data service without voice services processed by a telecommunications Local Exchange Service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from Gross Receipts. Gross Receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within Gross Receipts. If Grantee offers additional services of a wholly local nature which if in existence on or before July 1, 2002 would have been included with the definition of Gross Receipts, such services shall be included from the date of the offering of such services within the City.
- (j) "Local Exchange Service" - means local switched Telecommunications Services within any Local Exchange Service area approved by the Kansas Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term Local Exchange Service shall not include wireless communication services.
- (k) "Public Right-of-Way" - means only the area of real property in which the City has a dedicated or acquired right-of-way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as right-of-way. The term does not include the airwaves above a right-of-way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- (l) "Telecommunication Services" - means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.



## **SECTION 2. GRANT OF CONTRACT FRANCHISE.**

- (a) There is hereby granted to Grantee this nonexclusive Contract Franchise to construct, maintain, extend and operate its Facilities along, across, upon or under any Public Right-of-Way for the purpose of supplying Telecommunications Services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract Franchise, subject to the terms and conditions of this Contract Franchise.
- (b) The grant of this Contract Franchise by the City shall not convey title, equitable or legal, in the Public Right-of-Way, and shall give only the right to occupy the Public Right-of-Way, for the purposes and for the period stated in this Contract Franchise. This Contract Franchise does not:
  - (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
  - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public Right-of-Way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or
  - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on the Facilities owned or controlled by the City or a third-party.
- (c) As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission or the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes and/or city regulations (including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property).
- (d) Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Contract Franchise and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state or local law. In particular, this Contract Franchise does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this franchise does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
- (e) This authority to occupy the Public Right-of-Way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

## **SECTION 3. USE OF PUBLIC RIGHT-OF-WAY.**

- (a) Pursuant to K.S.A. 17-1902, and amendments thereto, and subject to the provisions of this Contract Franchise, Grantee shall have the right to construct, maintain and operate its

Facilities along, across, upon and under the Public Right-of-Way. Such Facilities shall be so constructed and maintained as not to obstruct or hinder the usual travel or public safety on such public ways or obstruct the legal use of the Public Right-of-Way by other utilities.

- (b) Grantee's use of the Public Right-of-Way shall always be subject and subordinate to the reasonable public health, safety and welfare requirements and regulations of the City, including without limitation, Article 5 of Chapter XIII the Prairie Village Municipal Code ("City Code") regarding the use of the City's Right-of-Way. The City may exercise its home rule powers in its administration and regulation related to the management of the Public Right-of-Way; provided that any such exercise must be competitively neutral and may not be unreasonable or discriminatory. Grantee shall be subject to all applicable laws and statutes, and/or rules, regulations, policies, resolutions and ordinances adopted by the City, relating to the construction and use of the Public Right-of-Way.
- (c) Grantee shall participate in the Kansas One Call utility location program.
- (d) City shall require Grantee to repair all damage to a Public Right-of-Way caused by the activities of Grantee, or of any agent, affiliate, employee, or subcontractor of Grantee, while occupying, installing, repairing or maintaining Facilities in a Public Right-of-Way and to return the Right-of-Way, to its functional equivalence before the damage pursuant to the reasonable requirements and specifications of the City. If Grantee fails to make the repairs required by the City, the City may effect those repairs and charge Grantee the cost of those repairs. If the City incurs damages as a result of a violation of this subsection, then the City shall have a cause of action against Grantee for violation of this subsection and may recover its damages, including reasonable attorney fees, if Grantee is found liable by a court of competent jurisdiction.
- (e) All Facilities of Grantee shall be installed and maintained in accordance with all applicable federal, State and local laws, rules, and regulations, including, but not limited to, the City's applicable permit application and construction requirements for attachments to City Facilities, the City's adopted building and electrical codes, and the City Code and regulations and policies, including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property or private property, (collectively, the "Codes"). Grantee shall, at its own expense, make and maintain its Facilities in safe condition and good repair, in accordance with all Codes and Grantee shall replace, remove, reinforce or repair any defective Facilities.
- (f) When the City reasonably believes there is an Emergency or Facilities of Grantee present an immediate threat to the safety of any person, interferes with the performance of the City's service obligations or poses an immediate threat to the physical integrity of City Facilities, the City may perform such work and/or take such action as it deems necessary without first giving written notice to Grantee. As soon as practicable thereafter, the City will advise Grantee of the work performed or the action taken. Grantee shall be responsible for all actual and reasonable costs incurred by the City in taking action pursuant to this subsection, and shall indemnify the City from liability for all such work except to the extent of the City's gross negligence or willful misconduct in connection with such liability. An "Emergency" is a condition that in the discretion of City (i) poses an immediate threat to the safety of any person or the public; (ii) materially and adversely

interferes with the performance of City's service obligations; or (iii) poses an immediate threat to the integrity of City's equipment or property.

- (g) If requested by the City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety and welfare of the public, Grantee promptly shall remove its Facilities from the Public Right-of-Way or shall relocate or adjust its Facilities within the Public Right-of-Way at no cost to the City, providing such request binds all users of such Public Right-of-Way. Such relocation or adjustment shall be completed as soon as reasonably possible within the time set forth in any written request by the City for such relocation or adjustment, providing that the City shall use its best efforts to provide Grantee with a minimum of one hundred eighty (180) days advance notice to comply with any such relocation or adjustment. Any damages suffered by the City or its contractors as a result of Grantee's failure to timely relocate or adjust its Facilities shall be borne by Grantee. Grantee shall designate one (1) person within its organization by his/her employment position to whom relocation notices shall be sent and with whom rests the responsibility to facilitate all necessary communications within Grantee's various areas.
- (h) Where a project referenced in the preceding subsection is primarily for private benefit (provided, however, that projects that are a part of a City-created tax increment financing or transportation development district are not considered primarily for private benefit), the City shall require, as a condition of its approval of any request for alteration of the Public Right-of-Way from any private party or parties, that such private party or parties shall reimburse Grantee for the cost of relocation. Grantee understands however that the City has no obligation to collect such reimbursement.

#### **SECTION 4. COMPENSATION TO THE CITY.**

- (a) In consideration of this Contract Franchise, Grantee agrees to remit to the City a franchise fee of 5% of Gross Receipts. To determine the franchise fee, Grantee shall calculate the Gross Receipts and multiply such receipts by 5%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Contract Franchise shall continue to be based on a sum equal to 5% of Gross Receipts, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to an Access Line Fee in the following calendar year; provided, such Access Line Fee shall not exceed the maximum Access Line Fee allowed by Kansas Statute. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.
- (b) Beginning January 1, 2016, and every 36 months thereafter, the City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access Line Fee or Gross Receipts fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access Line Fee.
- (c) Grantee shall pay on a quarterly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the quarter for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is

not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.

- (d) Upon forty-five (45) days prior written request by the City, but no more than once per quarter, Grantee shall submit to the City a certified statement showing the manner in which the franchise fee was calculated.
- (e) No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is, in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto.
- (f) The City shall have the right to examine, upon written notice to Grantee no more often than once per calendar year, those records necessary to verify the correctness of the franchise fees paid by Grantee. Grantee shall fully cooperate in making reasonably available its records and otherwise assisting in these activities as is necessary for City to reasonably verify the correctness of the franchise fees paid by Grantee in the year subject to audit. Grantee agrees that, where it is required to remit additional franchise fees as a result of an audit, it agrees to pay interest as provided in Section 4(c) required for late payment on such additional franchise fees computed from the date on which such additional franchise fees were due and payable.
- (g) Unless previously paid, within sixty (60) days of the effective date of this Ordinance, Grantee shall pay to the City a one-time application fee of Two Thousand Dollars (\$2000.00). The parties agree that such fee reimburses the City for its reasonable, actual and verifiable costs of reviewing and approving this Ordinance.
- (h) The franchise fee required herein shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and 17-1902. The franchise fee is compensation for use of the Public Right-of-Way pursuant to K.S.A. 12-2001(j) and shall in no way be deemed a tax of any kind.
- (i) Grantee shall remit an Access Line Fee or a Gross Receipts franchise fee to the City on those Access Lines that have been resold to another telecommunications Local Exchange Service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter a contract franchise ordinance. Such Access Line Fee or a Gross Receipts franchise fee shall be in the same amount or percentage as the franchise fee set forth in subsection 4.a. above.

## **SECTION 5. INDEMNITY AND HOLD HARMLESS.**

- (a) It shall be the responsibility of Grantee to take adequate measures to protect and defend its Facilities in the Public Right-of-Way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage caused by their negligence or intentional conduct. The City and its authorized contractors shall be responsible to take reasonable

precautionary measures including calling for utility locations and observing marker posts when working near Grantee's Facilities.

- (b) Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, arising or accruing from: the exercise of any right or privilege granted under this Contract Franchise and under the City Code, the installation, construction, maintenance, extension, operation of its Facilities in the City, and the negligence or intentional acts or omissions of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public Right-of-Way.
- (c) The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the determination of said court without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This Section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.
- (d) Grantee or City shall promptly advise the other in writing of any known claim or demand against Grantee or the City related to or arising out of Grantee's activities in the Public Right-of-Way.

## **SECTION 6. INSURANCE REQUIREMENT AND PERFORMANCE BOND**

- (a) During the term of this Contract Franchise, Grantee shall obtain and maintain insurance coverage at its sole expense, with financially reputable insurers that are licensed to do business in the state of Kansas. Should Grantee elect to use the services of an affiliated captive insurance company for this purpose, that company shall possess a certificate of authority from the Kansas Insurance Commissioner. Grantee shall provide not less than the following insurance:
  - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
  - (2) Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Contract Franchise.

- (b) As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide the coverage provided in Section 6(a) above, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused or occurred.
- (c) Grantee shall, as a material condition of this Contract Franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance or evidence of self-insurance, satisfactory in form and content to the City, evidencing that the above insurance is in force and will not be cancelled or materially changed with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Grantee shall make available to the City on request the policy declarations page and a certified copy of the policy in effect, so that limitations and exclusions can be evaluated for appropriateness of overall coverage.
- (d) Grantee shall provide the performance and maintenance bonds required in Section 15-408(b) of the City Code.

## **SECTION 7. REVOCATION AND TERMINATION.**

In case of failure on the part of Grantee to comply with any of the provisions of this Contract Franchise, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Contract Franchise, Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges and franchise hereunder shall cease, terminate and become null and void, and this Contract Franchise shall be deemed revoked or terminated, provided that said revocation or termination, shall not take effect until the City has completed the following procedures: Before the City proceeds to revoke and terminate this Contract Franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have sixty (60) days thereafter in which to comply with the conditions and requirements of this Contract Franchise. If at the end of such sixty (60) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract Franchise by an affirmative vote of the City Council present at the meeting and voting, setting out the grounds upon which this Contract Franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee shall first be provided reasonable notice of the date, time and location of the City Council's consideration, and shall have the right to address the City Council regarding such matter. Nothing herein shall prevent the City from invoking any other remedy that may otherwise exist at law. Upon any determination by the City Council to revoke and terminate this Contract Franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Johnson County, Kansas. This Contract Franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract Franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract Franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.

## **SECTION 8. RESERVATION OF RIGHTS.**

- (a) The City specifically reserves its right and authority as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications Services and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- (b) In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- (c) In entering into this Contract Franchise, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Contract Franchise, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances, (e.g. the City's Public Right-of-Way ordinance referenced in Section 3(b) of this Contract Franchise) and/or rulings.

## **SECTION 9. FAILURE TO ENFORCE.**

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Contract Franchise shall not be construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

## **SECTION 10. TERM AND TERMINATION DATE.**

- (a) This Contract Franchise shall be effective for a term of two (2) years from the effective date of this Contract Franchise. Thereafter, this Contract Franchise will renew for two (2) additional one (1) year terms, unless either party notifies the other party of its intent to terminate the Contract Franchise at least one hundred and eighty (180) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract Franchise and not as a new franchise or amendment.
- (b) Upon written request of either the City or Grantee, this Contract Franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract Franchise granted to Grantee or the compensation to be received by the City hereunder.



- (c) If any clause, sentence, section, or provision of K.S.A. 12-2001, and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Contract Franchise. In the event of such invalidity, if Grantee is required by law to enter into a Contract Franchise with the City, the parties agree to act in good faith in promptly negotiating a new Contract Franchise.
- (d) Amendments under this Section, if any, shall be made by contract franchise ordinance as prescribed by statute. This Contract Franchise shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this Section.
- (e) In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Contract Franchise upon the termination date of this Contract Franchise, the parties by written mutual agreement may extend the termination date of this Contract Franchise to allow for further negotiations. Such extension period shall be deemed a continuation of this Contract Franchise and not as a new contract franchise ordinance or amendment.

**SECTION 11. POINT OF CONTACT AND NOTICES**

Grantee shall at all times maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact’s name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested, or by facsimile. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered five (5) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. Any notice given by facsimile is deemed received by the next business day. “Business day” for purposes of this Section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:

City of Prairie Village  
 7700 Mission  
 Prairie Village, Kansas 66208  
 Attn: City Clerk

Grantee:

Matthew Myers  
 General Counsel  
 120 S. Stewart Rd.  
 Liberty, MO 64068

or to replacement addresses that may be later designed in writing.

**SECTION 12. TRANSFER AND ASSIGNMENT.**

This Contract franchise is granted solely to the Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to a wholly owned parent or subsidiary, or between wholly owned subsidiaries, to an entity with which Grantee is under common ownership or control, or to any entity acquiring all or substantially all of Grantee’s assets, upon written notice to the City. In the event of any transfer or assignment of either this Contract Franchise or Grantee’s business or assets, Grantee shall: timely notify the City of the successor entity; provide

a point of contact for the successor entity; and advise the City of the effective date of the transfer or assignment. Additionally, Grantee's obligations under this Contract Franchise with regard to indemnity, bonding and insurance shall continue until the transferee or assignee has taken the appropriate measures necessary to assume and replace the same, the intent being that there shall be no lapse in any indemnities or insurance coverage as a result of the transfer or assignment.

**SECTION 13. CONFIDENTIALITY.**

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Contract Franchise.

**SECTION 14. ACCEPTANCE OF TERMS.**

Grantee shall have sixty (60) days after the final passage and approval of this Contract Franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract Franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted, this Contract Franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the state of Kansas, and shall be deemed effective on the date Grantee files acceptance with the City.

**SECTION 15. PAYMENT OF COSTS.**

In accordance with statute, Grantee shall be responsible for payment of all costs and expense of publishing this Contract Franchise, and any amendments thereof.

**SECTION 16. SEVERABILITY.**

If any clause, sentence, or section of this Contract Franchise, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Contract Franchise is invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Contract Franchise.

**SECTION 17. FORCE MAJEURE.**

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Grantee's or the City's control.

**SECTION 18. PUBLICATION**

The City Clerk is hereby directed to publish this Ordinance once in the official city newspaper.

PASSED by the Governing Body of the City of Prairie Village this \_\_\_\_ day of May, 2015.

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Laura Wassmer, Mayor

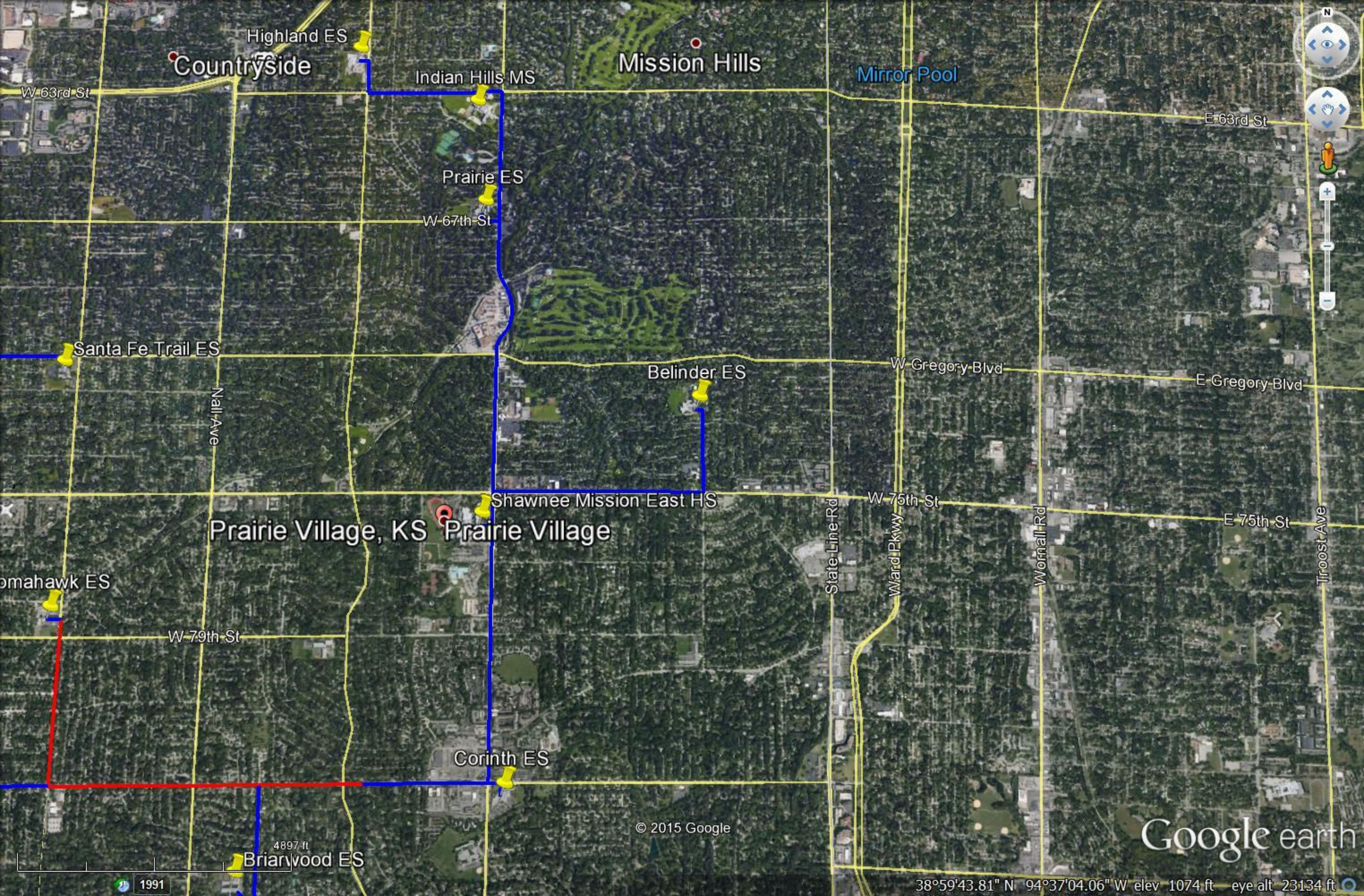
ATTEST:

APPROVED AS TO FORM:

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

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





Highland ES  
Country Side

Indian Hills MS

Mission Hills

Mirror Pool

Prairie ES

W-67th St

Santa Fe Trail ES

Belinder ES

Shawnee Mission East HS

Prairie Village, KS  
Prairie Village

Omaha ES

Corinth ES

4897 ft  
Briarwood ES

© 2015 Google

Google earth

38°59'43.81" N 94°37'04.06" W elev 1074 ft eye alt 23134 ft

1991



**COUNCIL COMMITTEE OF THE WHOLE**  
**June 1, 2015**

The Council Committee of the Whole met on Monday, June 1, 2015 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Brooke Morehead with the following members present: Mayor Laura Wassmer, Ashley Weaver, Jori Nelson, Ruth Hopkins, Steve Noll, Eric Mikkelson, Andrew Wang, Laura Wassmer, Sheila Myers, Brooke Morehead, Dan Runion, David Morrison and Ted Odell. Staff Members present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Public Works Director; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Nolan Sunderman, Assistant to the City Administrator and Meghan Buum, Deputy City Clerk.

**Introduction of recently promoted Police Department Employees**

Chief of Police Tim Schwartzkopf introduced the following recently promoted Police Department employees: Corporal Luke Roth (16 years of service), Corporal Adam Taylor (18 years of service), Sergeant Jason Kuder (19 years of service), Sergeant Eric McCullough (20 years of service), and Captain Byron Roberson (20 years of service). Chief Schwartzkopf stated that all of the men have been incredibly involved in the department and will excel in their new roles.

**COU2015-23 Consider approval of Ordinance 2332 granting Unite Private Networks, LLC a Telecommunications Franchise**

Katie Logan stated city staff was contacted by Unite Private Networks, LLC requesting approval to begin construction and installation of a telecommunications network for the Shawnee Mission School District. The construction will require access to City right-of-way which requires a franchise agreement. The City is charged with managing the utilities in the public right-of-way. Ms. Logan noted there is no anticipated revenue from franchise fees due to the type of services offered. This is a closed network for the Shawnee Mission School District; therefore state statutes prohibit the City from collecting a fee on internet services.

Johnson County IT is aware of this project and discussions are underway to allow Unite to utilize their current conduit in exchange for sharing the new conduit. If the discussions continue and an agreement is made, this could allow the City to connect into the Johnson County fiber network.

Ms. Logan has reviewed proposed ordinance and recommends it for approval.

Steve Noll made the following motion, which was seconded by Eric Mikkelson and passed unanimously:

**MOVE THE GOVERNING BODY ADOPT ORDINANCE 2332  
GRANTING TO UNITE PRIVATE NETWORKS, LLC, A**

**CONTRACT FRANCHISE TO CONSTRUCT, OPERATE AND  
MAINTAIN A TELECOMMUNICATIONS SYSTEM IN THE CITY  
OF PRAIRIE VILLAGE, KANSAS AND PRESCRIBING THE TERMS  
OF SAID CONTRACT FRANCHISE**

**COUNCIL ACTION REQUIRED  
CONSENT AGENDA–06/15/2015**

**COU2015-24 Consider Design Agreement with Affinis Corporation for the design of the  
2016 Mission Road Rehabilitation Project from 71<sup>st</sup> Street to 75<sup>th</sup> Street**

Keith Bredehoeft stated that Affinis Corp was selected to be the City's design consultant for 2014, 2015, and 2016. Affinis Corp has been working for the City for the last several years and has performed very well.

The proposed agreement is for the conceptual study and final design of the 2016 Mission Road Rehabilitation project from 71<sup>st</sup> to 75<sup>th</sup> Street. This contract will assist the City to study the needs of this corridor including the width of the roadway, the needs of pedestrians and bicyclists, aesthetic improvements as well as other items identified by the City. The final design will also include rehabilitation of the pavement, concrete replacement, drainage improvements, and well as other items of work. Construction is anticipated to begin in the late spring of 2016 with funding from the 2016 CARS CIP Project (\$75,000) and unused street funds from 2014 (\$82,528) for a total cost of \$157,528.

Mr. Bredehoeft stated that this project is in the conceptual phase and a subcommittee consisting of Council Members Mikkelson, Wang, Odell, Myers, and Noll has been formed to develop this project. The planning process will include an opportunity for public comment to ensure that the best project for Prairie Village is constructed.

Sheila Myers asked about the status of the traffic study. Mr. Bredehoeft responded that TranSystems is completing the traffic study for the corridor and Affinis will use that information in the preliminary design concept. Ms. Myers asked about the length of the study and the impact of the school traffic on the study results. Mr. Bredehoeft stated that the study was over the course of about six weeks, and the school traffic would be taken into account.

Ashley Weaver made the following motion, which was seconded by Eric Mikkelson and passed 10-1, with Hopkins voting in opposition.

**MOVE THE CITY COUNCIL APPROVE THE DESIGN  
AGREEMENT WITH AFFINIS CORPORATION FOR THE  
DESIGN OF THE 2016 MISSION ROAD REHABILITATION  
PROJECT FROM 71<sup>ST</sup> STREET TO 75<sup>TH</sup> STREET AT A**

**COST OF \$157,528.**

**COUNCIL ACTION TAKEN  
06/01/2015**

**COU2015-25 Consider Construction Contract for the 2015 Paving and CARS Programs**

Keith Bredehoeft noted this project includes work on many streets throughout the City. It is funded by the 2015 Paving Program, the 2015 CARS Program, and the Harmon Park Parking Lot Project. These streets will be rehabilitated and will include repair or replacement of the concrete curb/gutter and asphalt pavement.

**Street Projects-**

Roe Avenue (75<sup>th</sup> Street to 83<sup>rd</sup> Street) CARS  
66<sup>th</sup> Street (El Monte to Roe Avenue)  
70<sup>th</sup> Street (Nall Avenue to Reeds Road)  
71<sup>st</sup> Terrace (Belinder Avenue to Cherokee Drive)  
77<sup>th</sup> Street (Norwood Drive to Mission Road)  
85<sup>th</sup> Terrace Cul-de-Sac (off of Nall Avenue)  
Ash Street (73<sup>rd</sup> Street to Tomahawk)  
Maple Street (79<sup>th</sup> Street to 81<sup>st</sup> Street)  
Harmon Park Parking Lots

On May 21, 2015, the City Clerk opened the following bids for the project:

JM Fahey Construction Co	\$1,826,989.72
McAnany Construction	\$2,037,600.00
O'Donnell & Sons Construction	\$2,163,938.95
Engineer's Estimate	\$2,404,312.00

The Engineer has reviewed all bids and has recommended award of the low bid.

The contract will be awarded for the budgeted amount of \$2,335,000. Mr. Bredehoeft noted that given the low bid, the city should be able to construct more streets than initially identified. Because the scope of work could change on an individual street, such as a complete reconstruction versus a mill and overlay, the additional streets will be determined at a later date.

Funding is available under the 2015 Paving Project (PAVP2015), 2015 CARS Project (ROAV0003) and the Harmon Park Parking Lot Project (BG300002) as reflected below:

2015 CARS Project (ROAV0003)	\$1,110,000
Harmon Park Parking Lot (BG300002)	\$ 125,000
2015 Paving Program (PAVP2015)	<u>\$1,100,000</u>
Total Contract	\$2,335,000

Ted Odell made the following motion, which was seconded by Steve Noll and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE CONSTRUCTION CONTRACT WITH J. M. FAHEY CONSTRUCTION COMPANY FOR THE 2015 PAVING AND CARS PROGRAMS IN THE AMOUNT OF \$2,335,000.**

**COUNCIL ACTION TAKEN  
06/01/2015**

**Review of Updated Council Priorities**

Quinn Bennion reviewed the updated Council Priorities. He stated that a few adjustments were made to the priority list to accommodate the addition of the Mission Road from 71<sup>st</sup> to 75<sup>th</sup> Street project. He stated that the priority list is a working document and adjustments are still being made to the layout and the legend. Items marked with April 15 were selected at the work session of April 2015. Mr. Bennion reiterated that these projects are in addition to the day to day operations of the City.

Jori Nelson commented that she desires the Bike/Pedestrian Master Plan to be considered as the Mission Road project is completed. Mr. Bennion stated that staff is at capacity so while there won't be a new Bike/Pedestrian Master Plan so the Mission Road project will take previous information into account. He shared that the City will likely pursue a grant related to this topic through MARC in 2016, to fund a project in 2017.

**2016 Budget - Funding for Committees and Outside Agencies**

Quinn Bennion provided an overview of budget items for outside agencies and city committees.

Mr. Bennion stated that City Staff recommends an increase in Alcohol Tax Funds to distribute to various agencies through UCS from \$24,000 to \$30,000 in 2016. The Alcohol Tax Funds are designated by state statute to be allocated to the general fund, substance abuse education, and parks. The City's alcohol tax revenue continues to increase and staff feels that those funds should go to the purpose they are stated.

Jori Nelson asked if there will there still be funds to use for a teen council project related to alcohol abuse. Mr. Bennion responded that even after the increase there is a significant fund balance that could be used as long as the funds are used for the stated purpose. Chief Schwartzkopf stated that the Police Department has been in communication with Students Against Drunk Driving (SADD) to ensure the City does not duplicate efforts but augments them. Mr. Bennion reiterated that the funds couldn't underwrite the Teen Council program but could fund a project related to substance abuse education.

Eric Mikkelson asked about the possibility of funding police department programs, such as DUI checkpoints. Chief Schwartzkopf stated that it was his understanding that it is prohibited by state law to use the funds for enforcement, however, they can be used for the DARE program.



Mr. Bennion projected a balance of \$121,000 at the end of 2015 in the alcohol tax fund. It will remain there until the City arrives at a proper use. The fund generates around \$900 a year in interest.

Mr. Bennion stated that the allocation for the Northeast Johnson County Chamber has changed slightly. The City is no longer participating in the golf tournament however, the membership dues increased slightly.

Mr. Bennion stated that funding has changed for the following City Committees, after discussions with the respective committee chairs:

VillageFest will decrease from \$25,000 to \$11,000 in 2016. The primary reason is due to a balance within the Prairie Village Foundation and a desire that the committee spend down those funds. It is likely that they will be back in 2017 for a more full allocation.

Arts Council will decrease \$17,500 to \$0 in 2016 and 2017. This is not a representation of City support for the Arts Council. The Arts Council also has a large Foundation budget that they can use to fund their programs for two years. He emphasized that when the Arts Council spends down the balance, the City will revisit the allocation.

Environmental Committee shows a \$2,000 decrease in 2016; however it is due to transferring the community garden funds to a suspense account.

Sister City will decrease from \$4,000 to \$400 in 2016, reflecting the transition of Sister City from a city committee to a standalone organization. The proposed funding for the Sister City Committee is to cover dues and expenses for the committee to continue its association with Sister City International and supporting agencies.

JazzFest remains the same in 2016. Sheila Myers asked why JazzFest didn't have an allocation in 2011 and 2012. Mr. Bennion stated that in the first two years, the committee was able to cover the expenses with private donations. The city subsidized the festival in 2013. He clarified that the \$10,000 is the city's contribution; the remaining \$40,000-50,000 needed to hold the festival is still funded through private donations or funds raised by the committee.

David Morrision asked for further information on the question regarding the \$6,100 for MARC. Mr. Bennion responded that it funds dues and academy registration. Mr. Morrision asked if other cities pay these dues to MARC. Mr. Bennion stated he would report which Northeast Johnson County cities participate but a majority do. He stated that the line items for NLC, League of Kansas Municipalities, NEJC, MARC all include dues.

Brooke Morehead stated that the comprehensive review of committees has been very beneficial and has provided a savings to the City. She thanked those who participated in that process.

Ashley Weaver made the following motion, which was seconded by Sheila Myers and passed unanimously.

**MOVE THE CITY COUNCIL APPROVE THE PREBUDGET ITEMS FOR  
COMMITTEES AND OUTSIDE AGENCIES  
NO COUNCIL ACTION NEEDED**

**Next Steps**

- June 15<sup>th</sup> - CIP Budget presentation and Economic Development Fund
- July 6<sup>th</sup> - Permission to publish the budget
- August 3<sup>rd</sup> - Public hearing and adoption of the budget

**STAFF REPORTS**

**Public Safety**

- The annual Torch Run for Special Olympics will be held on June 2<sup>nd</sup> at Johnny's Tavern.
- Captain Byron Roberson provided a report on feral and stray cats in Prairie Village. The American Society for Prevention of Cruelty to Animals (ASPCA) defines a stray cat as one that is domesticated but has become lost or abandoned and a feral cat as one that is wild-raised.

The PVPD policy states that CSOs do respond on calls that involve sick, injured or destructive cats but do not respond on all calls of stray domestic or feral cats. Stray cat calls are very infrequent according to the CSOs. These calls are not classified by specific animal type; therefore no exact numbers of calls for service are available. The Great Plains SPCA studies say that only 2% of cats taken to the shelter are ever reclaimed but 67% of cats left alone in the community return to their home on their own. The SPCA charges \$165 per cat turned in by the City -- a normal litter is between two to eight kittens

The ASPCA states that feral cats are non adoptable once captured and placed in shelters. They exhibit wild, shy or frightened behavior that is very difficult to domesticate. According to the ASPCA, feral cats make up a large percentage of euthanized cats every year.

Captain Roberson shared other city policies. Shawnee does not pick up any stray cats. Lenexa has a leash law and will pick up all loose cats (paid \$16,000 in 2014). Leawood will pick up stray cats only if homeowner will pay \$25 for spaying at SPCA. Olathe has its own shelter and will pick up stray cats if there is room in the facility. Roeland Park, Westwood, and Overland Park will only pick up cats if causing damage to property.

Jori Nelson asked if there are certain areas of the city that are having an increase in stray cats. Captain Roberson responded that it is dependent on residents providing food, water, or shelter.

Ted Odell asked if our current ordinance incorporates a leash law or licensing requirements. Captain Roberson reported that the City licenses cats but does not have a leash law. He shared that it is difficult to control feral cat communities. If not all animals are captured, it can cause the remaining cats to repopulate at a greater rate due to lack of competition.

Captain Roberson shared that residents who see loose cats in their neighborhood should leave them alone. Stray cats will likely return home on their own, and feral cats are wild animals that can fend for themselves.

### **Public Works**

- Keith Bredehoeft informed the Council that Bill Billings will be moving on to a new position in Leawood. His last day will be June 12. The hiring process will begin shortly.
- Letters regarding Emerald Ash Borer treatment were sent to residents on the impacted streets. The City is managing the removal on seven streets to limit the visual impact.
- Jori Nelson reported that the prairie family fountain was not running last week. Mr. Bredehoeft stated that he will look into it.
- The Somerset and 83<sup>rd</sup> Street traffic signal issue will be addressed this summer.

### **Administration**

- Nolan Sunderman reported that House Bill 2138 has been approved which limits the City's ability to regulate political signage. This occurred over the weekend without a public hearing.
- Nolan Sunderman reported that the pool is open but has had closed or reduced hours on multiple days due to low temperatures.
- Wes Jordan reported that the Endres Gallery has been repainted.
- Wes Jordan provided an update on the search for a new City planning consultant. The pool has been narrowed down to three applicants who will be interviewed this week. The selection committee will consist of Eric Mikkelson, Randy Kronblad, Mayor Wassmer, Quinn Bennion, Ron Williamson, and himself.
- Quinn Bennion stated the textile recycling program got off to a quick start however the donation levels have hit a plateau. Team Thrift will be starting a marketing campaign in the coming weeks, including participation at VillageFest and advertising on the PV Post. More than 22,000 pounds of textiles have been saved from the landfill. Ruth Hopkins stated that it might be helpful to connect with Homes Association Garage Sales. Mr. Bennion stated that Team Thrift will be contacting them. Ted Odell shared his experience with a missed pickup. Mr. Bennion stated that Team Thrift will return the residence that reports a missed pickup on the same day or within 24 hours.

- Quinn Bennion reported that Deffenbaugh is now Waste Management. Tom Coffman is no longer with the company. He and Wes Jordan will be meeting his replacement soon.
- Quinn Bennion stated that the capital improvement budget will be discussed at the June 15 meeting.
- Quinn Bennion stated that the tentatively scheduled budget work session for Monday, June 8 will not take place.
- Eric Mikkelson asked about the status of the MOU for Meadowbrook. Quinn Bennion reported that he is hopeful that it will be available for approval at the June 15 meeting.

### **MAYOR'S REPORT**

- Mayor Wassmer reminded the Council about her street challenge. She asked each Council Member to walk their neighborhood, paying particular attention to the condition of the roads. If needed, take photos of issues and email them to Keith Bredehoeft.
- Mayor Wassmer encouraged the Council to view the new gallery show by the Shawnee Mission East Creative Co-Lab, a group of very talented high school students.
- Mayor Wassmer and Quinn Bennion will be attending a "Walk Friendly" workshop at MARC on June 3. She hopes to get good information to incorporate into the Mission Road Project.

### **ADJOURNMENT**

With no further business to come before the Council Committee of the Whole, Council President Brooke Morehead adjourned the meeting at 7:09 p.m.

Brooke Morehead  
Council President



## CODES ADMINISTRATION

Council Meeting Date: June 15, 2015

**COU 2015-26: Approve recommendation of hiring Gould Evans to provide Planning Advisory Services for the City of Prairie Village.**

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### RECOMMENDATION

The Selection Committee recommends the Governing Body approve Gould Evans to provide Planning Advisory Services for the City of Prairie Village. The Scope of Services includes, but not limited to, the following variety of planning issues that may need to be addressed on a day-to-day basis:

- Provide a general planning advisory service consisting of the review of applications and the preparation of staff reports and the provision of advice regarding planning, zoning/appeals, and subdivision matters.
- Prepare special studies, surveys, designs and reports which may include zoning, subdivision, parks, redevelopment, utilities and other matters in the field of planning.
- Attend regular monthly meetings of the Prairie Village Planning Commission and Board of Zoning Appeals. Also attend Council Committee and City Council meetings as needed.
- Provide GIS/AIMS mapping as needed.

**COUNCIL ACTION REQUESTED ON: June 15, 2015**

### SUGGESTED MOTION

I move for approval of an agreement as recommended between the City of Prairie Village and Gould Evans to provide Planning Advisory Services as specified.

### BACKGROUND

The City of Prairie Village prepared and issued a Request for Qualifications on April 23, 2015, to elicit responses from interested parties with demonstrated experience in providing Planning Advisory Services to Municipalities. A Selection Committee was appointed by Mayor Wassmer to represent the Governing Body, the Planning Commission, and City Staff. Those members included Mayor Wassmer, Councilman Mikkelson, Ron Williamson (current City Planning Advisor who is retiring), Quinn Bennion (City Administrator), and Wes Jordan (Assistant City Administrator).

The Selection Committee interviewed the following respondents who had submitted documentation substantiating their qualifications to perform the services as identified in the

Scope of Services: Gould Evans, Vireo, and Confluence. After completing the interviews and review of qualifications, the Selection Committee agreed that Gould Evans' proposed work team, municipal experience, and fee structure best suits the needs of our community and recommend approval by the Governing Body.

## **COMPENSATION**

The City also agrees to compensate Gould Evans for performing services as outlined for a compensation rate not to exceed \$115.00 per hour. [It should be noted the primary project manager assigned to Prairie Village will bill at a lower rate (\$104.00) per hour and other primaries with a higher billing rate agreed to a lower blended rate of \$115.00 per hour as needed.] It is also understood that City Staff can establish other rates for special projects. The agreement is negotiated to a 3-year renewable contract with a rate increase cap to not exceed 3% on an annual basis.

## **ATTACHMENTS**

A copy of the proposed agreement between Gould Evans and the City of Prairie Village will be provided to Council by Monday. Due to the tight time-frame, the agreement is still being reviewed by legal counsel at the time of packet preparation.

## **PREPARED BY**

Wes Jordan  
Assistant City Administrator  
Date: June 10, 2015

**MAYOR'S ANNOUNCEMENTS**

**June 15, 2015**

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

VillageFest Committee	06/25/2015	5:30 p.m.
Council Committee of the Whole	07/06/2015	6:00 p.m.
City Council	07/06/2015	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present a mixed arts exhibit by Shawnee Mission East Co-Lab in the R. G. Endres Gallery during the month of June.

Recreation sales have begun. The swim complex will close at 5:00 p.m. on Friday, June 18<sup>th</sup> and 25<sup>th</sup> for swim meets.

The City offices will be closed on Friday, July 3<sup>rd</sup> in observance of the Independence Day holiday.

VillageFest is Saturday, July 4<sup>th</sup> from 7:30 a.m. to 1:00 p.m. Volunteers are still being accepted. All Prairie Village residents swim free at the Prairie Village pool from 12:00 p.m. to 6:00 p.m.

**INFORMATIONAL ITEMS**  
**June 15, 2015**

1. Planning Commission Minutes - May 5, 2015
2. JazzFest Minutes - May 12, 2015
3. Mark Your Calendar



**PLANNING COMMISSION MINUTES**  
**May 5, 2015**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, May 5, 2015, in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Bob Lindeblad called the meeting to order at 7:10 p.m. with the following members present: Nancy Vennard, Gregory Wolf, Larry Levy, James Breneman, Nancy Wallerstein and Randy Kronblad.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Wes Jordan, Assistant City Administrator; Mitch Dringman, Building Official; Terrence Gallagher, Council Liaison and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

**APPROVAL OF MINUTES**

Nancy Vennard noted the word “high” on page 6, paragraph 3 should be “height”. Randy Kronblad moved the approval of the minutes of the Planning Commission for April 7, 2015 as corrected. The motion was seconded by Gregory Wolf and passed by a vote of 6 to 0 with Nancy Wallerstein abstaining.

**PUBLIC HEARINGS**

**PC2015-05      Request for Special Use Permit for Storage Facility  
7231 Mission Road**

Commissioner James Breneman recused himself from the meeting due to a professional conflict of interest on this application.

Darin Heyen, 5208 West 81<sup>st</sup> Street, presented the application on behalf of St. Ann’s Church. In 2013, St. Ann’s Catholic Church submitted a Special Use Permit to increase the size of the school which was approved along with a Site Plan. The property was also platted into two lots. Lot 1, the west lot, contains the church and school buildings. Lot 2, the east lot, is occupied by the playground and athletic field. The church is proposing improvements on the playground and athletic field area.

A 15’ x 20’ storage building is proposed. Other improvements include a new 12’ x 55’ batting cage and backstop. At the west end, a new 27’ x 50’ pavilion is proposed adjacent to the playground. The storage building, batting cage and new backstop will be located in the northeast corner of the lot adjacent to Windsor Park.

A neighborhood meeting was held on April 29, 2015, in accordance with the Planning Commission Citizen Participation Policy. No one attended the meeting. The mailed notice of meeting included drawings of the proposed improvements.

Mr. Heyen asked for clarification on condition of approval #2 in the staff report noting that there is currently no landscaping or screening along Windsor. Mr. Williamson responded that staff is seeking screening for the backstop, not along the entire property.

Larry Levy confirmed the screening did not need to be directly behind the backstop which would prevent people from viewing from behind the backstop but could be placed further back and still provide screening for the residents across the street.

Mr. Heyen stated they were in agreement with the staff recommendation.

Chairman Bob Lindeblad opened the public hearing on this application. No one was present to address the Commission and the public hearing was closed at 7:15 p.m.

Chairman Bob Lindeblad led the Commission in review of the following criteria for approval of Special Use Permits:

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

The property is zoned R-1B Single Family Residential District and has been developed by St. Ann's Church and School since 1968. The total site is approximately 10.6 acres and Lot 2 is 4.57 acres. The site has adequate area to accommodate the proposed improvements and meet all setback, height and area regulations of the zoning ordinance.

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

The site is large and this is a renovation of the athletic fields that have been there since 1968. The proposed improvements are an upgrade to the existing playground and ball field, and will not adversely affect the welfare or convenience of the public.

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

The proposed Special Use Permit is required for only the 15' x 20' storage building which will be located on the north side of the playground adjacent to Windsor Park. The proposed storage building is 300 sq. ft. on a site of 4.57 acres. Therefore, it will not cause substantial injury to the value of other property in the neighborhood.

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

The size of the storage building is insignificant, compared to the size of the site on which it is located. It is not of a size that will dominate the neighborhood. However, the houses on the east side of Windsor Street face the backstop and storage building, and some screening along Windsor Street would be beneficial. This should be addressed on the Site Plan.

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

The proposed storage building is a part of the school and will not generate the need for additional parking. If parking is needed there is a row of angle parking along the south side of the site.

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

Storm drainage was addressed at the time the site plan was approved in 2013. All utilities are available on site.

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

St. Ann's Church and School is a developed property and no change in the ingress or egress is planned. Currently the property can be entered from one location on Mission Road and one location of Windsor Street. Exiting can occur from two locations on Mission Road and one on Windsor Street. No congestion will be added to adjacent public streets.

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

This particular use does not appear to have any hazardous or toxic materials, hazardous processes or obnoxious odors related to its use. There may be some noise generated from the outdoor play of the children, but it should be minimal.

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

The architectural plans will be approved as a part of the Site Plan approval.

Chairman Bob Lindeblad led the Commission in review of the Golden Factors:

1. **The character of the neighborhood;**

The character of the surrounding neighborhood is primarily residential. Offices are located to the southwest of the athletic fields and Windsor Park is located adjacent to the north property line. Single-family dwellings line Windsor Street and back up to the site on the south side.

**2. The zoning and uses of property nearby;**

North: RP-3 Planned Garden Apt. District & R-1B Single-Family District - Apartments, Single-Family Dwellings & Windsor Park

East: R-1B Single-Family District - Single-Family Dwellings & Windsor Park

South: C-0 Office Building District - Offices & R-1B Single-Family District - Single-Family Dwellings

West: R-1B Single-Family District - Single-Family Dwellings

**3. The suitability of the property for the uses to which it has been restricted under its existing zoning;**

The current use of the property is for a playground and athletic field area as part of St. Ann's School and the proposed use is to add a storage building to complement the athletic fields. The existing and proposed uses are suitable for the property.

**4. The extent that a change will detrimentally affect neighboring property;**

The storage building is very small in comparison to the site and will not have a detrimental effect on neighboring property. The storage building will provide room to store athletic equipment to keep the site neater. However, some screening along Windsor Street would be beneficial for the houses that face the athletic fields.

**5. The length of time of any vacancy of the property;**

The property has been developed as a part of St. Ann's School and has not been vacant.

**6. The relative gain to public health, safety and welfare by destruction of value of the applicant's property as compared to the hardship on other individual landowners;**

The proposed storage building is very small compared to the site and it, along with the other upgrades to the playground area, will enhance the appearance of the athletic fields and be a benefit rather than a hardship for the landowners in the area.

**7. City staff recommendations;**

It is the opinion of Staff that the proposed storage building is small, is located on the northwest corner of the site adjacent to Windsor Park and will have a minimal effect on adjacent residents. Therefore, it is recommended that it be approved subject to landscaping along Windsor Street.

**8. Conformance with the Comprehensive Plan.**

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. St. Ann's School is one of the amenities that set Prairie Village apart from other competing communities in the metropolitan area. This application is for the upgrade of an existing use within the community and is consistent with Village Vision in encouraging reinvestment.

Nancy Vennard moved the Planning Commission finds favorably on the findings of fact and recommend the Governing Body approve the request for a Special Use Permit for a storage facility at 7231 Mission Road subject to the following conditions:

1. That any outdoor lighting installed shall be in accordance with the lighting ordinance.
2. That the Site Plan be approved by the Planning Commission and include landscape screening along Windsor Street behind the backstop.
3. That the Special Use Permit be approved for an indefinite time.
4. That if the applicant is found to be in non-compliance with the conditions of the Special Use Permit, the permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected.

The motion was seconded by Randy Kronblad and passed unanimously.

Chairman Bob Lindeblad led the Commission in the following review of the criteria for site plan approval:

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

The proposed Site Plan includes a new storage building and a pavilion. The backstop is being rebuilt and upgraded. The site is over 4-1/2 acres and can easily accommodate the two new small structures. No new parking areas and drives are needed to serve the proposed use.

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

This site is currently served by utilities and they should be adequate to serve the proposed expansion.

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

The two proposed structures are not of a size that will cause concerns regarding management of stormwater. A Stormwater Management Plan was prepared when the Special Use Permit was approved in 2013. The improvements required at that time should be adequate to handle the minimal increase in runoff resulting from these minor improvements.

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

The playground area is an accessory use to the school and is not a traffic generator in itself. An existing access drive off Windsor Street which has parking on it is adequate to handle traffic circulation to this portion of the site.

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

The proposed structures will be on the north side of the site adjacent to Windsor Park and away from the existing residential development. The ball field will be renovated and upgraded to improve its function and appearance. The backstop is a large structure and some additional landscaping is needed to provide screening for the houses that face it along Windsor Street.

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

The applicant proposes to use the same brick and roofing materials used on the church. The backstop will be a significant improvement over what currently exists. The proposed improvements are well designed and as proposed will be compatible with the character of the neighborhood. It should be noted that the proposed backstop is 20 feet in height which exceeds the height requirement of 8 feet for fences. A greater height can be approved by the Planning Commission in Site Plan approval.

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

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. St. Ann's School is one of the amenities that set Prairie Village apart from other competing communities in the metropolitan area. This application is for the upgrade of an existing use within the community and is consistent with Village Vision in encouraging reinvestment.

Larry Levy moved the Planning Commission find favorably on the findings of fact for PC2015-05 and approve the Site Plan for improvements at 7231 Mission Road subject to the following conditions:

1. That any outdoor lighting installed shall be in accordance with the lighting ordinance.
2. That the proposed structures use the same materials as the existing buildings as shown on the drawings dated April 1, 2015.
3. That the backstop height of 20 feet is approved as shown on the Site Plan.
4. That the applicant provide a landscape plan to provide screening for the backstop to be reviewed and approved by Staff.

The motion was seconded by Nancy Wallerstein and passed unanimously.

**PC2015-104 Request for Final Plat Approval - Chadwick Court  
3101 West 75<sup>th</sup> Street**

Bob Royer, 7801 Mission Road, stated he had received the staff report and accepted the staff recommendation and conditions of approval.

Ron Williamson noted that at its regular meeting on March 3, 2015, the Planning Commission recommended approval of the rezoning for this property from RP-1B to RP-1A and approval of the Preliminary Development Plan to the Governing Body.

The applicant requested four waivers as a part of the Planned District which were as follows:

1. Required 30-foot front setback reduced to 15 feet
2. Required-25 foot rear yard setback reduced to 20 feet
3. Increase in the maximum allowed lot coverage from 30% to 35%
4. Required lot depth from 125 feet to 99 feet

which the Governing Body approved.

The Planning Commission also approved the Preliminary Plat on March 3, 2015 and authorized preparation of the Final Plat subject to the approval of the rezoning and

Preliminary Development Plan by the Governing Body and subject to the following conditions:

1. Dedicate an additional 10 feet of right-of-way for the south side of 75<sup>th</sup> Street.  
**The 10-foot dedication is shown on the Final Plat.**
2. Revise the side yard setbacks to conform to the Preliminary Development Plan.  
**The Governing Body approved the 20-foot rear yard setback which is shown on the Final Plat.**
3. Identify those trees that will be removed and protect the trees on the east and west property lines.  
**The applicant plans to preserve the major trees on the east and west property lines, but all the internal trees will be removed.**
4. Submit any covenants that will be filed to guarantee the maintenance of the private roadway, the stormwater detention area and any other private improvements on the property with the Final Plat.  
**The applicant has submitted covenants that are being reviewed by Staff.**
5. Resolve all issues with Public Works regarding stormwater management.  
**The applicant has met with Public Works and is working out the design details for the construction drawings.**
6. Design the private drive to City standards and submit the plans and specifications to Public Works for review and approval with the Final Plat.  
**Construction documents have been submitted to Public Works.**
7. If gas service will be provided, indicate a gas line easement on the Final Plat.  
**The applicant will provide a private easement for gas service.**
8. That the rear yard setback be 25 feet.  
**This condition no longer applies.**

Mr. Williamson noted that prior to the recording of the Final Plat, it will be necessary for the property owner to either construct all the proposed improvements or provide a financial guarantee to the City that the proposed improvements will be constructed. The applicant has expressed a preference to construct all the improvements prior to recording the Final Plat. It is the responsibility of the City to ensure that all improvements are made and the lots are buildable when the Final Plat is recorded.

Larry Levy moved the Planning Commission approve the Final Plat of Chadwick Court and forward it on to the Governing Body for its acceptance of the rights-of-way and easements, subject to the following conditions:

1. That the applicant show easements for water, sewer and gas on the Final Plat, subject to approval of Staff. The Final Plat will not be released for recording until such time as the easements are shown on the plat.



2. That the applicant construct and install all proposed improvements prior to the recording of the Final Plat. The Mayor and City Clerk shall not sign the Final Plat and the City will not release the Final Plat for recording until all improvements are installed, subject to the approval of Public Works.
3. That the applicant submit three (3) copies of the revised Final Plat to Staff for final review and approval.
4. That the applicant revise the Declaration of Conditions and Covenants, and the Declaration of Restrictions as recommended by Staff and submit three (3) revised copies to the City for the record.
5. That the applicant submit a receipt showing all taxes due and payable have been paid.

The motion was seconded by Randy Kronblad and passed unanimously.

**PC2015-106 Request for Approval of Monument Sign for Shawnee Mission East  
7500 Mission Road**

Connie Lauer with ACI Boland, 1421 East 104<sup>th</sup> Street, representing the Shawnee Mission School District presented the proposed sign. She noted all schools will be using the same sign design.

The proposed sign will be double-faced and parallel to Mission Road south of 75<sup>th</sup> Street. The existing sign is placed diagonally at the intersection. The zoning ordinance requires monument signs to setback a minimum of 12 feet from the back of curb and be located on private land. The monument sign is approximately 35 feet from Mission Road and 70 feet from 75<sup>th</sup> Street. The brick base will be similar to the brick on the building. The sign portion will be of the same design as the other signage proposed for the campus. The sign will have back-lit lighting inside the cabinet. The sign is five feet in height.

The ordinance permits a maximum of 20 square feet of sign per each face and the proposed sign complies with that requirement for the east and west faces. The applicant also proposes a 4-foot x 4-foot school logo on the north and south ends.

Ron Williamson noted the ordinance requires a minimum three-foot landscape area on all sides of the sign and that a landscape plan be submitted for approval. A landscape plan has not been submitted and it is recommended that it be submitted for Staff review and approval when the permit is requested.

Nancy Vennard noted the current sign lists activities and confirmed the proposed signage will not provide for activity listing.

Randy Kronblad confirmed that the sign was internally lit. Ms Lauer noted that only the center pieces of the sign are lit. The end pieces with the school logo are not lit.

Larry Levy moved the Planning Commission approve the proposed monument sign for Shawnee Mission High School as shown on the plan dated 1/2/2015 subject to the following conditions:

1. That the existing sign be removed when the new one is installed.
2. That the brick base be similar to the brick of the existing building.
3. That the applicant submit a landscape plan for review and approval by Staff when a permit is requested for the sign.
4. That the sign be located approximately 35 feet from the curb on Mission Road and 70 feet from the curb on 75<sup>th</sup> Street.

The motion was seconded by Gregory Wolf and passed unanimously.

## **OTHER BUSINESS**

### **Next Meeting**

The June Planning Commission agenda will include the request for rezoning of the property to the south of Panda Express to CP-1 (Planned Restricted Commercial District) with a Conditional Use Permit for a drive-thru window. The BZA application that will be considered will also need approval of a Building Line Modification from the Commission.

Gregory Wolf asked about the status of the property on the east corner of 75<sup>th</sup> and Mission Road. Mr. Williamson responded it is vacant and waiting for a new owner before anything can be done, including the demolition of the building.

Nancy Wallerstein asked about the leasing signs at the shopping centers. Terrence Gallagher responded he and the Mayor met with First Washington and were advised that there would only be promotional signage at the centers.

Commissioner Larry Levy told the Commission that he had enjoyed serving with them during the past year.

Wes Jordan provided an update on the process for the selection of a new Planning Consultant. RFQ's have been sent out with responses due on May 15<sup>th</sup>. A joint committee with both City Council and Planning Commission representation will be involved in the selection process. Mayor Wassmer has asked Nancy Wallerstein and Randy Kronblad to represent the Planning Commission on that committee. The timetable for the appointment of a new consultant is mid June with the July meeting being Ron Williamson's final meeting as Planning Consultant.

## **ADJOURNMENT**

With no further business to come before the Commission, Chairman Bob Lindeblad adjourned the meeting at 7:35 p.m.

Bob Lindeblad  
Chairman

**JazzFest Committee Meeting**  
**May 12, 2015, 7:00 p.m.**

**Present:** J.D. Kinney, Dave Hassett, Jack Shearer, Brooke Morehead, Larry Kopitnik, Mike Polich, John Wilinski, Donelea Hespe, and Meghan Boom,

The minutes of the April 9, 2015 meeting were approved as submitted. Jack/Brooke

**Budget Update**

JD Kinney distributed and reviewed an updated budget and financial statement, noting the following:

- US Bank, Renewal By Anderson, and several "Friends of Jazz" donations were received
- Lathrop & Gage doubled their contribution
- Brooke has been following up with UMB

**Talent Update**

Larry Kopitnik provided an updated on the talent search.

Following the last meeting, Larry followed up with Marilyn Maye and Doc Severnson to perform with the Kansas City Jazz Orchestra. Unfortunately, Doc was booked in Kansas City at another event in the coming year and was unavailable to participate. He would be interested in participating in next year's festival. Marilyn Maye would really like to participate and views this as her local festival. Larry wants to ensure that we do not repeat a prior year's festival.

Larry has contacted Pat Matheny and Chaka Kahn who are beyond our price range.

Larry reported that he has contacted Kurt Elling's booking agent and manager but has not heard back yet, however, there is potential that Elling was taking the month of September off.

Larry suggested booking several more popular and expensive local acts such as the McFadden Brothers and Angela Hagenbach. He has also met with Matt Kane, a UMKC Conservatory graduate that is interested in playing the festival. He is now living in New York, but would consider playing for the cost of a local artist.

Brooke Morehead suggested contacting Oleta Adams about potentially doing something other than gospel.

Larry and JD will work to book an act before the next meeting.

**Marketing**

JD has placed an advertisement for the festival in the Jazz in the Woods program.

### **Beer Tasting Fundraiser Update**

Jack reported that he has not heard back from the manager at Johnny's, Pat Roberts. He is meeting with Crawford tomorrow and will get the name of the Corinth Johnny's manager and will visit with her.

Jack suggested having a cup at the beer tasting event with the date of the festival. He believes he can get Crawford to donate the cup and posters.

JD would like to include promotions for the event at the PV Art Fair and would like to firm up details as soon as possible.

### **PV Art Fair Booth**

JD reported that the JazzFest has a 10 x 10 tent that is shared with the Arts Council at the upcoming art fair. The dates are May 29-31 and volunteers are needed.

JD asked Larry to send him the contact at Richardson Printing for a Save the Date lineup card/fan to distribute at the PV Art Fair. JD reported that Dan has suggested selling the old JazzFest t-shirts and to display a banner for JazzFest.

### **Food and Beverage**

Dave reported that four food trucks have been booked for the public, and one for the VIP and volunteers.

Prairie Fire Oven will be providing the VIP and volunteer food. VIPs will be able to order custom pizza, volunteers will be able to grab slices and beverages quickly.

Wilmas, Indios, Cajun Cabin, Polar Oasis, and Werner's Fine Sausages will be the food vendors open to the public. He has called a Kettle Corn vendor as well and will follow up with him.

### **Other**

Brooke Morehead suggested purchasing a giveaway for kids, such as glowsticks and necklaces.

Meghan Buum reported on the changes to committee meeting times and locations. The committee was agreeable to the shift.

### **Next meeting time:**

Wednesday, June 10 at 5:30

**Council Members  
Mark Your Calendars  
June 15, 2015**

**June 2015**  
June 15

Shawnee Mission East Co-Lab exhibit in the R.G. Endres Gallery  
City Council Meeting

**July 2015**

July 3

Senior Arts Council exhibit in the R.G. Endres Gallery

July 4

City Offices closed in observance of July 4<sup>th</sup> Holiday

July 6

VillageFest Celebration

July 10

City Council Meeting

July 10

Artist reception in the R. G. Endres Gallery 6:30 - 8:00 p.m.

July 20

Moonlight Swim - Pool complex remains open until 10:00 p.m.

City Council Meeting