

# CITY OF PRAIRIE VILLAGE

**September 8, 2009**  
(In the Multi-Purpose Room)  
**Committee Meeting**  
6:00 p.m.

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





**City Council Meeting**

**September 8, 2009**

**7:30 p.m.**

**In the Multi-purpose Room**

**Meal will be  
provided by:**

**C.Jack's Sidewalk Café**

**Individual Meal Choices**

**COUNCIL COMMITTEE**  
September 8, 2009  
6:00 p.m.  
Multi-Purpose Room

**AGENDA**

**MICHAEL KELLY, COUNCIL PRESIDENT**

**CONSENT AGENDA**

**\*COU2009-88 Consider Adoption of Resolution Nos. 2009-07, 2009-08, 2009-09, 2009-10, 2009-11, 2009-12 and 2009-13 Designating Authorized Individuals for Bank Accounts**

**AGENDA ITEMS FOR DISCUSSION**

**\*COU2009-33 Consider Approval of Contract with Springbrook Software, Inc. for Municipal Software  
Karen Kindle**

**\*COU2009-89 Consider Resolution 2009-07 and Ordinance No. 2205 Related to the Upcoming Bond Issue for Public Improvements  
Gary Anderson, Gilmore & Bell, P.C.**

**Report on Property Maintenance Issues  
Dennis Enslinger**

**Discussion about contractor selection policy  
Bob Przby**

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



## ADMINISTRATION

Council Meeting Date: September 21, 2009  
Committee Meeting Date: September 8, 2009

**COU2009-88: Consider Adoption of Resolution Nos. 2009-07, 2009-08, 2009-09, 2009-10, 2009-11, 2009-12 and 2009-13 Designating Authorized Individuals for Bank Accounts**

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### RECOMMENDATION

The Council adopt Resolution Nos. 2009-07, 2009-08, 2009-09, 2009-10, 2009-11, 2009-12 and 2009-13 designating authorized individuals for bank accounts.

### SUGGESTED MOTION

Move to adopt Resolution Nos. 2009-07, 2009-08, 2009-09, 2009-10, 2009-11, 2009-12 and 2009-13.

### BACKGROUND

The City has accounts at various banks in order to handle the City's banking and investment transactions. The Assistant City Administrator has been an authorized person on several of these accounts in the past. When Mr. Enslinger was hired, these resolutions were not updated to reflect him as an authorized person. The attached resolutions have been updated to add Mr. Enslinger to the list of authorized individuals at these various institutions.

### FUNDING SOURCE

Banking fees are included in the Financial Management program budget.

### ATTACHMENTS:

- Resolution Nos. 2009-07, 2009-08, 2009-09, 2009-10, 2009-11, 2009-12 and 2009-13
- Federal Reserve Pledgee Agreement Form

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#### Prepared By:

Karen Kindle

Finance Director

Date: September 2, 2009



**RESOLUTION NO. 2009-07**

**WHEREAS**, securities pledge by depository banks as collateral for City deposits are kept in the City's account at the Federal Home Loan Bank; and

**WHEREAS**, The Federal Home Loan Bank requires the City to designate individuals who are authorized to handle this account;

**NOW, THEREFORE, BE IT RESOLVED**, the following individuals are authorized to act on behalf of the City for the purpose of releasing collateral:

<u>Name</u>	<u>Title</u>
Quinn Bennion	City Administrator
Dennis Enslinger	Assistant City Administrator
Joyce Hagen Mundy	City Clerk
Karen E Kindle	Finance Director

**BE IT FURTHER RESOLVED** that the City acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the individual(s) named on this resolution. The Term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that is filed separately by the City with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the individual(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature on file. The Financial Institution shall have responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**BE IT FUTHER RESOLVED** that this resolution shall continue in force and said financial institution may consider the facts concerning and holders of said offices, respectively, and their signatures, to be and continue as set forth herewith until written notice to the contrary is duly served on said financial institution.

**ADOPTED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2009.**

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

ATTEST:

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

**RESOLUTION NO. 2009-08**

**WHEREAS**, securities pledge by depository banks as collateral for City deposits are kept in the City's account at the Federal Reserve Bank of Boston; and

**WHEREAS**, The Federal Reserve Bank of Boston requires the City to designate individuals who are authorized to handle this account;

**NOW, THEREFORE, BE IT RESOLVED**, the following individuals are authorized to act on behalf of the City for the purpose of releasing collateral:

<u>Name</u>	<u>Title</u>
Quinn Bennion	City Administrator
Dennis Enslinger	Assistant City Administrator
Joyce Hagen Mundy	City Clerk
Karen E Kindle	Finance Director

**BE IT FURTHER RESOLVED** that the City acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the individual(s) named on this resolution. The Term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that is filed separately by the City with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the individual(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature on file. The Financial Institution shall have responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**BE IT FUTHER RESOLVED** that this resolution shall continue in force and said financial institution may consider the facts concerning and holders of said offices, respectively, and their signatures, to be and continue as set forth herewith until written notice to the contrary is duly served on said financial institution.

**ADOPTED THIS 8<sup>th</sup> DAY OF SEPTEMBER, 2009.**

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

ATTEST:

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

# Pledgee Agreement Form

To: Federal Reserve Bank of Boston  
PO Box 55882  
Boston, MA 02205  
Attn: Joint Custody

Tel: 800-327-0147, #1  
Fax: 877-973-8972

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

We, the City of Prairie Village, KS agree to the terms of **Appendix C** of your *Operating Circular 7*, dated August 19, 2005, as it may be amended from time to time with respect to the account on your books designated J2BJ. (4 digit alpha-numeric account number)

We further agree that you may accept par for par substitutions: securities from the Pledgor as a replacement of, or in substitution for, those securities presently held (please check one):

NO (Instructions required for each withdrawal)

YES (Standing approval)

provided that the replacement or substitution does not reduce the aggregate par amount of securities held in custody for us. (See *Operating Circular 7, Appendix C, Section 4.3.*)

We authorize you to use the following call-back procedure for securities transactions pertaining to this account (please check one):

Three-party call-back

Four-party call-back

We certify that the individuals listed below may take authoritative action on our behalf with respect to the account, including a direction to release collateral from the account. You may rely on the authority of these individuals with respect to the account until we otherwise notify you.

Telephone: 913-385-4601

Fax: 913-381-7755

Print Name: Quinn Berrion Title: City Admn.

Signature:  Date: 8/19/09

Telephone: 913-385-4603

Fax: 913-381-7755

Print Name: Dennis Enslinger Title: Asst. City Admn.

Signature:  Date: 8.14.09

Telephone: 913-385-4616

Fax: 913-381-7755

Print Name: Joyce Hagen Mundy Title: City Clerk

Signature:  Date: 8/19/09

Pledgee Agreement

(page 2 of 2)

Telephone: 913-385-4661

Print Name: Karen Kindle Title: Finance Dir.

Fax: 913-381-7755

Signature: Karen E. Kindle Date: 8/14/09

The Undersigned hereby certifies that he/she is the present lawful incumbent of the designated public office.

Pledgee

City of Prairie Village, Kansas

Name of governmental unit

7700 Mission Rd.

Street Address or P.O Box Number

Prairie Village, KS, 66208

City, State, Zip Code

Official Signature/ Date

Ronald L. Shaffer, Mayor

Printed Name and Title

Notary

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ before me personally appeared \_\_\_\_\_, to me personally known or satisfactorily proven, who by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, in the City of \_\_\_\_\_, in the State of \_\_\_\_\_, that he/she is the \_\_\_\_\_ [Title] of \_\_\_\_\_ and that he/she executed this document on behalf of \_\_\_\_\_ before me.

\_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print name of Notary)

My commission expires on \_\_\_\_\_ [Date]

## RESOLUTION NO. 2009-09

**WHEREAS**, the City of Prairie Village finds it necessary to maintain a safe deposit box for storage of certain legal documents; and

**WHEREAS**, Bank of America of Prairie Village, Kansas has by resolution, been designated an official depository of the City;

**WHEREAS**, the Treasurer of the City is authorized to contract with said bank for the lease of a deposit box.

**NOW, THEREFORE, BE IT RESOLVED**, that the persons holding the following positions individually be permitted entry into said safe deposit box upon their individual signatures:

<u>Name</u>	<u>Title</u>
Ronald L. Shaffer	Mayor
Quinn Bennion	City Administrator
Joyce Hagen Mundy	City Clerk
Dennis Enslinger	Asst. City Administrator

**BE IT FURTHER RESOLVED** that this resolution shall continue in force and said Bank may consider the facts concerning the holders of said offices, herewith until written notice to the contrary is duly served on said Bank.

**ADOPTED THIS 8<sup>TH</sup> DAY OF SEPTEMBER, 2009.**

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

ATTEST:

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

**RESOLUTION NO. 2009-10**

**WHEREAS**, the City of Prairie Village finds it necessary to regularly invest temporarily idle funds of the City in short term certificates of deposit; and

**WHEREAS**, Commerce Bank has, by Ordinance, been designated as an official depository of the City of Prairie Village;

**NOW, THEREFORE, BE IT RESOLVED**, that Commerce Bank, located in Prairie Village, Kansas, is hereby designated a depositor of the City of Prairie Village, Kansas for the purpose of purchasing certificates of deposit from said institution, and that the following persons are authorized to act on behalf of the City for the purpose of purchasing certificates of deposit:

<u>Name</u>	<u>Title</u>
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Karen Kindle	Finance Director

**BE IT FURTHER RESOLVED** that the following individuals are hereby individually authorized to endorse said certificates of deposit on behalf of the City for purposes of redemption:

<u>Name</u>	<u>Title</u>
Ronald L. Shaffer	Mayor
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Joyce Hagen Mundy	City Clerk
Dennis Enslinger	Asst. City Administrator

**BE IT FURTHER RESOLVED** that the following individuals acting individually, are authorized to instruct said financial institutions, either by written or verbal instructions, or electronic transactions to deposit proceeds for the credit of this City at any bank or savings and loan association:

<u>Name</u>	<u>Title</u>
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Dennis Enslinger	Asst. City Administrator

**BE IT FURTHER RESOLVED** that the City acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the individual(s) named on this resolution. The Term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that is filed separately by the City with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the individual(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature on file. The City authorizes each individual to have custody of the City's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**BE IT FURTHER RESOLVED** that this resolution shall continue in force and said financial institutions may consider the facts concerning and holders of said offices, respectively, and their signatures, to be and continue as set forth herewith until written notice to the contrary is duly served on said financial institution.

**ADOPTED THIS 8<sup>TH</sup> DAY OF SEPTEMBER, 2009.**

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

ATTEST:

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



**RESOLUTION NO. 2009-11**

**WHEREAS**, the City of Prairie Village finds it necessary to regularly invest temporarily idle funds of the City in short term certificates of deposit; and

**WHEREAS**, Capital Federal Savings & Loan Association of Prairie Village, Kansas has, by Ordinance, been designated as an official depository of the City of Prairie Village;

**NOW, THEREFORE, BE IT RESOLVED**, that Capital Federal Savings & Loan Association located in Prairie Village, Kansas, is hereby designated a depositor of the City of Prairie Village, Kansas for the purpose of purchasing certificates of deposit from said institution, and that the following persons are authorized to act on behalf of the City for the purpose of purchasing certificates of deposit:

<u>Name</u>	<u>Title</u>
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Karen Kindle	Finance Director

**BE IT FURTHER RESOLVED** that the following individuals are hereby individually authorized to endorse said certificates of deposit on behalf of the City for purposes of redemption:

<u>Name</u>	<u>Title</u>
Ronald L. Shaffer	Mayor
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Joyce Hagen Mundy	City Clerk
Dennis Enslinger	Asst. City Administrator

**BE IT FURTHER RESOLVED** that the following individuals acting individually, are authorized to instruct said financial institutions, either by written or verbal instructions, or electronic transactions to deposit proceeds for the credit of this City at any bank or savings and loan association:

<u>Name</u>	<u>Title</u>
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Dennis Enslinger	Asst. City Administrator

**BE IT FURTHER RESOLVED** that the City acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the individual(s) named on this resolution. The Term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that is filed separately by the City with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the individual(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature on file. The City authorizes each individual to have custody of the City's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**BE IT FURTHER RESOLVED** that this resolution shall continue in force and said financial institutions may consider the facts concerning and holders of said offices, respectively, and their signatures, to be and continue as set forth herewith until written notice to the contrary is duly served on said financial institution.

**ADOPTED THIS 8<sup>TH</sup> DAY OF SEPTEMBER, 2009.**

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

ATTEST:

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

**RESOLUTION NO. 2009-12**

**WHEREAS**, the City of Prairie Village finds it necessary to regularly invest temporarily idle funds of the City in short term certificates of deposit; and

**WHEREAS**, United Missouri Bank has, by Ordinance, been designated as an official depository of the City of Prairie Village;

**NOW, THEREFORE, BE IT RESOLVED**, that United Missouri Bank located in Prairie Village, Kansas, is hereby designated a depositor of the City of Prairie Village, Kansas for the purpose of purchasing certificates of deposit from said institution, and that the following persons are authorized to act on behalf of the City for the purpose of purchasing certificates of deposit:

<u>Name</u>	<u>Title</u>
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Karen Kindle	Finance Director

**BE IT FURTHER RESOLVED** that the following individuals are hereby individually authorized to endorse said certificates of deposit on behalf of the City for purposes of redemption:

<u>Name</u>	<u>Title</u>
Ronald L. Shaffer	Mayor
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Joyce Hagen Mundy	City Clerk
Dennis Enslinger	Asst. City Administrator

**BE IT FURTHER RESOLVED** that the following individuals acting individually, are authorized to instruct said financial institutions, either by written or verbal instructions, or electronic transactions to deposit proceeds for the credit of this City at any bank or savings and loan association:

<u>Name</u>	<u>Title</u>
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Dennis Enslinger	Asst. City Administrator

**BE IT FURTHER RESOLVED** that the City acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the individual(s) named on this resolution. The Term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that is filed separately by the City with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the individual(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature on file. The City authorizes each individual to have custody of the City's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

**BE IT FURTHER RESOLVED** that this resolution shall continue in force and said financial institutions may consider the facts concerning and holders of said offices, respectively, and their signatures, to be and continue as set forth herewith until written notice to the contrary is duly served on said financial institution.

**ADOPTED THIS 8<sup>TH</sup> DAY OF SEPTEMBER, 2009.**

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

ATTEST:

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

**RESOLUTION NO. 2009-13**

**WHEREAS**, the City of Prairie Village finds it necessary to regularly invest temporarily idle funds of the City in short term certificates of deposit; and

**WHEREAS**, Mission Bank has, by Ordinance, been designated as an official depository of the City of Prairie Village;

**NOW, THEREFORE, BE IT RESOLVED**, that Mission Bank located in Prairie Village, Kansas , is hereby designated a depositor of the City of Prairie Village, Kansas for the purpose of purchasing certificates of deposit from said institution, and that the following persons are authorized to act on behalf of the City for the purpose of purchasing certificates of deposit:

<u>Name</u>	<u>Title</u>
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Karen Kindle	Finance Director

**BE IT FURTHER RESOLVED** that the following individuals are hereby individually authorized to endorse said certificates of deposit on behalf of the City for purposes of redemption:

<u>Name</u>	<u>Title</u>
Ronald L. Shaffer	Mayor
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Joyce Hagen Mundy	City Clerk
Dennis Enslinger	Asst. City Administrator

**BE IT FURTHER RESOLVED** that the following individuals acting individually, are authorized to instruct said financial institutions, either by written or verbal instructions, or electronic transactions to deposit proceeds for the credit of this City at any bank or savings and loan association:

<u>Name</u>	<u>Title</u>
Fielding Norton, Jr.	Treasurer
Quinn Bennion	City Administrator
Dennis Enslinger	Asst. City Administrator

**BE IT FURTHER RESOLVED** that the City acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the individual(s) named on this resolution. The Term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that is filed separately by the City with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the individual(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature on file. The City authorizes each individual to have custody of the City's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

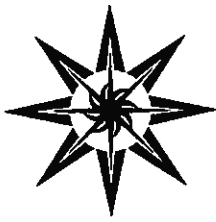
**BE IT FUTHER RESOLVED** that this resolution shall continue in force and said financial institutions may consider the facts concerning and holders of said offices, respectively, and their signatures, to be and continue as set forth herewith until written notice to the contrary is duly served on said financial institution.

**ADOPTED THIS 8<sup>TH</sup> DAY OF SEPTEMBER, 2009.**

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

ATTEST:

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



## ADMINISTRATION

Council Meeting Date: September 8, 2009  
Committee Meeting Date: September 8, 2009

**COU2009-33: Consider Approval of Contract with Springbrook Software, Inc., for Municipal Software**

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### SUGGESTED MOTION

Move to approve the contract and related exhibits with Springbrook Software, Inc., for municipal software.

COUNCIL ACTION REQUESTED ON SEPTEMBER 8, 2009.

### BACKGROUND

During the 2008 budget process, the Council allocated funding for budgeting software to address issues related to the budget process, such as managing data, forecasting, etc. When the new City Administrator came on board in late 2007, staff discussed the status of the project. In looking at the bigger picture, drawing on the new City Administrator's experience and trying to position the City for the future, staff felt that a more comprehensive RFP covering budgeting, reporting and accounting would be a better use of the resources allocated in the 2008 Budget.

The RFP was issued on September 15, 2008. Responses were received on November 5, 2008 from ten (10) firms. There was a wide range in cost among the vendors - \$200,000 all the way up to \$1.2 million. The City Administrator appointed a software evaluation committee comprised of staff from all of the departments. Demos were held during December 2008 at City Hall.

After the demos, the evaluation committee narrowed the field to two vendors: EmGovPower, Inc. and Springbrook Software, Inc. The evaluation committee felt both companies had the best software and also happened to be the least cost. Staff spent additional time with these two vendors following up on questions from the demos and talking with client references.

After the demos and the client reference checks were completed, staff visited two client sites as well as the corporate headquarters for each vendor to see the software in a live setting and to learn more about each company's operations. The two companies had very different corporate approaches, especially in the development and customer support areas.

After considering all of the information - the RFP response, the demos, the customer references and the site visits - staff recommended Springbrook Software, Inc. The vendor selection was approved at the March 23, 2009 Council meeting.

The negotiated package of software will replace existing databases and includes:

- Finance (general ledger, accounts payable, purchase orders, reporting, etc.)
- Budget
- Permits
- Licensing
- Code Enforcement
- On-line Permits (expected in summer 2010)
- On-line Licenses (expected in summer 2010)
- Work Orders (optional)

Since the initial approval, two other steps were completed: the Business Process Study (BPS) and finalizing the contract. The BPS took place at the end of April and staff has been working with Springbrook to ensure the accuracy of the information in the BPS and documentation of deliverables identified during the BPS. The contract negotiations, development and review are now complete and the City Attorney has reviewed and approved all of the contract documents.

Once the contract and the BPS document are signed, the City will be placed on the implementation schedule. Based on current availability of Springbrook staff, the "go-live" date will be after January 1<sup>st</sup> in time to use the software for 2011 budget preparation.

As illustrated in the attached worksheets, the total project cost is within total budget; however, the budget includes the cost of a work order system if the City elects to purchase this portion. The work order system will be a future consideration with the following possible outcomes. The last two would likely involve more cost:

- Purchase Springbrook's work order system if infrastructure management is added to the software
- Partner with another vendor and integrate with Springbrook
- Purchase from another vendor without integration

## **FUNDING SOURCE**

Please see Attachment A for information regarding the budget for this project.

There may be cost savings related training/consulting. The amounts shown for training/consulting are estimates and only actual costs will be paid.

## **ATTACHMENTS:**

Contract with Springbrook Software, Inc. and related contract exhibits  
Attachment A - City Software Budget and Springbrook Software Costs

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Prepared By:

Karen Kindle

Finance Director

Date: September 3, 2009

## Attachment A

### City Software Budget

As of September 3, 2009

Item	Amount	Funding Source
<b>Core Financials</b>		
Financial Modules (GL, A/P, etc)	118,000	Equipment Reserve Fund (trans from Gen Fund, Prog 34) *
2009 Financial System Maint	20,000	Prog 34 Contract Services
2009 Asyst Maint - Permits	400	Prog 35 Contract Services
2009 Permit Software Upgrd/Custom	500	Prog 35 Contract Services
2009 Codes Database Maint	2,000	Prog 35 Contract Services
2009 Asyst Maint - City Clerk	850	Prog 38 Contract Services
2010 Est. Unused Maint Budget	5,000	Prog 02 Software Maintenance
Intergraph Project Savings	21,200	2009 Tech Fund
Total	<u>167,950</u>	
<b>Work Order System</b>		
Work Order Modules	60,000	2009 Tech List
2009 Work Order Maint	10,000	Prog 11 Contract Services
Total	<u>70,000</u>	
<b>Grand Total Budget</b>	<b>237,950</b>	

\* This amount is the \$130,000 less \$12,000 for Barry Strock's services.

Prepared by: Karen Kindle, Finance Director, 9/3/2009



## Attachment A

### Springbrook Project Cost As of September 3, 2009

Application Products	Application Licenses Fees	Training & Consulting	Implementation Management	Total
Finance Suite (GL, AP, ACH, Bank Rec)	\$ 22,650	\$ 19,200	\$ 6,900	\$ 48,750
Purchase Orders/Requisitions	\$ 5,000	\$ 4,200	\$ 1,800	\$ 11,000
Project/Grant Accounting	\$ 7,000	\$ 4,800	\$ 1,800	\$ 13,600
Fixed Assets	\$ 7,000	\$ 1,800	\$ 600	\$ 9,400
Misc Accounts Receivable	\$ 7,500	\$ 2,400	\$ 3,000	\$ 12,900
Central Cash Management/Point of Sale	\$ 10,000	\$ 1,800	\$ 1,200	\$ 13,000
Standard ESRI Interface	\$ 3,500	\$ 600	\$ 600	\$ 4,700
Licenses & Misc Permits	\$ 9,500	\$ 6,600	\$ 4,800	\$ 20,900
Code Enforcement Contact Management	\$ 7,000	\$ 3,000	\$ 1,800	\$ 11,800
Building Permits & Inspections	\$ 9,500	\$ 6,600	\$ 4,800	\$ 20,900
Customizations	\$ -	\$ 31,700	\$ 1,800	\$ 33,500
Document Attachment and Cataloging	Included	Included	Included	\$ -
Integrated Report Archival	Included	Included	Included	\$ -
Work Order Management	\$ 15,000	\$ 8,400	\$ 4,500	\$ 27,900
Inventory Control	\$ 8,000	\$ 3,600	\$ 1,200	\$ 12,800
<b>Subtotals</b>	<b>\$ 111,650</b>	<b>\$ 94,700</b>	<b>\$ 34,800</b>	<b>\$ 241,150</b>
<b>Other Costs</b>				
Springbrook Database User Licenses				7,750
Business Process Study - Fit Gap Analysis				7,500
Conversion Budget				8,000
1st in State of Kansas - 50% Software Module Discount				(49,450)
Central Cash Interface Discounts (Parks & Court)				(3,000)
Travel Budget for Training & Business Process Study				14,266
<b>Grand Total - Springbrook Costs</b>				<b>\$ 226,216</b>
<b>Other City Costs</b>				
Server - already included in 2009 IT budget				\$ -
SQL Licenses				6,490
Receipt Printers/Cash Drawers				1,825
<b>Total - Other City Costs</b>				<b>\$ 8,315</b>
<b>Project Total Costs</b>				<b>\$ 234,531</b>
<b>Project Budget</b>				<b>\$ 237,950</b>
<b>Difference Under (Over) Budget - Project Contingency</b>				<b>\$ 3,419</b>

Note 1: The total does not include data conversion costs for the work order system.

Note 2: Training and Implementation Management are estimates. These costs are only billed as incurred. Staff anticipates that the actual cost will be less.

Note 3: The website related components listed below are included in the total above.

A/R Online Payments - Not to Exceed Amount	\$ 6,100
Lic and Misc Permits Online Payments - Not to Exceed Amount	6,100
Building Permits Online Payments - Not to Exceed Amount	6,100
<b>Total Included in Project Cost</b>	<b>\$ 18,300</b>

Prepared by: Karen Kindle, Finance Director, 9/3/2009

**AGREEMENT  
BETWEEN  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
and  
SPRINGBROOK SOFTWARE, INC.**

This Agreement (the "Master Agreement") is made as of \_\_\_\_\_, 2009 between the CITY of Prairie Village, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, having its offices at 7700 Mission Road, Prairie Village, Kansas 66208 (hereinafter referred to as "CITY") and Springbrook Software, Inc., a corporation duly organized under the Laws of the State of Oregon and authorized to do business in the State of Kansas. Springbrook Software has its principal offices at 111 SW Fifth Avenue, Suite 2900, Portland, Oregon 97204 (hereinafter referred to as "VENDOR").

**WITNESSETH:**

**WHEREAS**, CITY has established the need for a computer system which includes the operating systems software, application software, products and services consistent with and in compliance with a certain Request for Proposal released September 15, 2008, and supplemented by Addendum #1 dated October 20, 2008 and Addendum #2 dated October 29, 2008 (the "RFP"); and

**WHEREAS**, in response to said RFP, VENDOR submitted a proposal dated November 5, 2008 which incorporates the RFP, a Revised Pricing, Revision #3 dated February 3, 2009 (collectively the "VENDOR's Proposal"); and

**WHEREAS**, CITY is desirous of entering into a contract with VENDOR to provide the aforesaid products and services described in VENDOR's Proposal; and

**WHEREAS**, VENDOR stands ready, willing and able to provide said products and services as stipulated in VENDOR's Proposal, and in accordance with the terms, conditions and provisions of the Contract.

**NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**Article I.**

**SCOPE AND TERM OF AGREEMENT**

**Section 1.01 SCOPE OF AGREEMENT.**

CITY hereby retains VENDOR to furnish to CITY the products, services and materials consistent with and in compliance with CITY's Acceptance (as herein defined) described in the VENDOR's Proposal, as are set forth more particularly in the following Exhibits which are

attached hereto and made a part hereof, all of which products, services and materials as finally agreed upon are collectively referred to as the "Project":

- **EXHIBIT A: Price List and Application Products List**
- **EXHIBIT B: Annual Maintenance Costs**
- **EXHIBIT C: Timetable (to be completed by mutual agreement of the parties within thirty (30) days after the execution of the Master Agreement)**
- **EXHIBIT D: Optional Pricing**
- **EXHIBIT E: Preliminary Statement of Work**
- **EXHIBIT F: [Intentionally Omitted]**
- **EXHIBIT G: Year 2000 Warranties**
- **EXHIBIT H: [Intentionally Omitted]**
- **EXHIBIT I: Form of Change Order**
- **EXHIBIT J: [Intentionally Omitted]**
- **EXHIBIT K: VENDOR's Software License Agreement (with attached Source Code Escrow Agreement – to be provided)**
- **EXHIBIT L: VENDOR's Software Support and Maintenance Agreement.**
- **EXHIBIT M: Payment Schedule**
- **EXHIBIT N: Client Advisory Committee Addendum**

This Master Agreement, including Exhibits A through N attached and incorporated herein, including any modifications issued hereafter, constitute the entire contract document between the CITY and VENDOR (the "Contract").

## Section 1.02 **CONTRACT**

- (a) The Contract covers the procurement, licensing, implementation, and maintenance understandings between the parties.
- (b) VENDOR has agreed to furnish to CITY the Application/Products (the "Application/Products") described on the Price List and Application Products List attached hereto as Exhibit A. The Application/Products will have the features and functional specifications as described in and governed by the Preliminary Statement of Work attached as Exhibit E.
- (c) VENDOR has completed a Business Process Study or BPS. Payment for the BPS shall be made in accordance with Section 4.01 hereof
- (d) The items described in the Exhibits to this Contract set forth the final scope of work, pricing, timetables, deliverables and functions specifications, Named Individuals, and including such other amendments to the exhibits hereto and to this Master Agreement as may be mutually agreed by the parties.
- (e) VENDOR agrees to complete the Project in accordance with the Contract, including the Exhibits, and to provide maintenance for the Project for the pricing set forth in Exhibit B

and in accordance with VENDOR's Software Support and Maintenance Agreement attached as Exhibit L.

- (f) The license granted under the Contract shall be in perpetuity, the maintenance provided under the Software Support and Maintenance Agreement shall be for a minimum of five (5) years as specified herein.
- (g) VENDOR and CITY agree that CITY will be a member of VENDOR's Client Advisory Committee pursuant to the addendum attached hereto as Exhibit N.
- (h) Amendments or addenda to the Contract may be executed in writing and signed by duly authorized representatives of both parties to change or modify the Contract.

## **Article II.**

### **GENERAL PROVISIONS**

#### **Section 2.01 NONDISCLOSURE**

VENDOR recognizes that all computer program code, data or other information in the possession of the CITY, including the Software, could be subject to disclosure pursuant to Kansas "Open Records Law". The CITY agrees to use all reasonable efforts to protect the confidentiality of all Confidential Information and not to publish or disclose such information to any third party without the written permission of VENDOR, which permission shall not be unreasonably withheld. "Confidential Information" means the Software and related materials, including Enhancements, which VENDOR specifically designates as proprietary and confidential trade secrets of VENDOR. If any party makes a request pursuant to Kansas "Open Records Law" for public disclosure of VENDOR's Confidential Information being transferred to the CITY hereunder, the CITY shall advise VENDOR of such request promptly and it shall be VENDOR's sole burden and responsibility, at VENDOR's sole cost and expense, to obtain such injunction or other relief from the Courts and to serve notice of same upon CITY to protect VENDOR's claimed exemption under such law. If, upon VENDOR's request, the CITY shall refuse public request for access to Confidential Information, VENDOR's agrees it will defend, indemnify and save harmless the CITY and its officials and employees against any loss, claim, liability or expense arising out of or in any way connected with any claim of violation of Kansas "Open Records Law" involving the Software, including statutory damages and attorneys' fees.

#### **Section 2.02 INDEMNITIES**

To the fullest extent permitted by law, VENDOR agrees to and shall indemnify, defend and hold harmless CITY, its elected officials, officers and employees from and against any and all claims, losses, damages, causes of action, suits, liens and liability of every kind, (including all expenses of litigation, expert witness fees, court costs and attorney's fees) by or to any person or entity arising out of, caused by, or resulting from the acts or omissions of VENDOR, subcontractors, their respective agents or anyone directly or indirectly employed by any of them in performing work under the Contract. Such obligation shall not be construed to negate, abridge or otherwise

reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

Section 2.03 INSURANCE

(a) VENDOR shall secure and maintain throughout the duration of the Contract insurance of such types and in such amounts as may be necessary to protect itself and the interests of the CITY against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the CITY; but regardless of any CITY review, it shall be the responsibility of VENDOR to maintain adequate insurance coverage at all times. Failure of VENDOR to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. Insurance companies providing the required insurance policies must be Kansas admitted carriers, have a policyholder's rating of "A" or better, and a Financial Rating of at least "10" or better according to the current Best Insurance Rating Guide. VENDOR shall also provide CITY prior to the commencement of any work satisfactory evidence of Workers Compensation Insurance, including Employers Liability and Disability Insurance meeting at least the minimum Kansas statutory requirements. Satisfactory certificates of insurance shall be filed with the CITY prior to starting any work on the Contract. Certificates shall state that sixty (60) days written notice will be given to the CITY before any policy covered thereby is changed or canceled.

(i) **Worker's Compensation and Employer's Liability:** This insurance shall protect VENDOR against all claims under applicable state worker's compensation laws. VENDOR shall also be protected against claims for injury, disease, or death of employees, which for any reason may not fall within the provisions of a worker's compensation law. The liability limits shall not be less than the following:

Worker' compensation-----	Statutory Employer's liability
by accident	each accident \$100,000
by disease	each employee\$100,000
by disease	policy limit \$500,000

(ii) **Comprehensive Automobile Liability:** This insurance shall be written in comprehensive form and shall protect VENDOR and the CITY against all claims for injuries to members of the public and damage to property of others arising from VENDOR's use of motor vehicles and shall cover operation on or off the site of all motor vehicles licensed for highway use whether they are owned, non-owned, or hired. The liability limits shall not be less than :

Bodily injury/Property damage per occurrence-\$1,000,000

(iii) **General Liability:** This insurance shall be written on a commercial general liability form which shall protect VENDOR and the CITY for those sums

VENDOR or the CITY, its officers and employee as additional insured or VENDOR and the CITY become legally obligated to pay as damages because of bodily injury, death, personal injury or property damage. The limits applicable to the commercial general liability policy shall not be less than the following:

Bodily Injury/Property	
Damage Each Occurrence	\$1,000,000
Aggregate	\$2,000,000

(iv) **Umbrella:** This insurance shall be written to protect VENDOR and the CITY against all claims in excess of the underlying general liability, automobile and workers' compensation coverage. The umbrella limits shall not be less than the following:

Limit of Liability	Aggregate	\$2,000,000
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- (b) VENDOR and all subcontractors shall furnish the CITY, prior to any award of an agreement, certificates of insurance evidencing the required coverage. Separate insurance certificates need not be furnished if VENDOR and all subcontractors have previously filed with the CITY certificates that are currently in effect. VENDOR or its subcontractors shall perform no work under the Contract after expiration or cancellation of their insurance.
- (c) Throughout the term of the Agreement, VENDOR shall provide the CITY with certificates of insurance evidencing the above stated coverages. The general liability and umbrella insurances must be issued on an occurrence basis and must name the CITY, its officers and employees as additional insureds on a primary basis.

Section 2.04 COPYRIGHT

VENDOR agrees it will defend at its own expense, any action brought against the CITY to the extent that it is based on a claim that the software supplied by VENDOR infringes a United States patent or copyright and VENDOR will pay any costs which are attributable to any such claims, indemnify and save harmless the CITY and its officials and employees against any loss, claim, liability or expense arising out of or in any way connected with any claim of patent, copyright, or proprietary infringement involving the Software, including consequential damages and attorneys' fees, but only if VENDOR is promptly notified of any such suit or claim and the CITY cooperates in defending or settling the claim or suit. Such defense and payment are conditioned upon the following:

- (a) VENDOR shall be notified promptly in writing by the CITY of any notice of such claim; and



- (b) VENDOR shall have sole control of the defense of any action on such claim and in all negotiation for its settlement or compromise; and
- (c) Should any software sold hereunder become or in VENDOR's opinion be likely to become the subject of a claim of infringement of a United States patent, that the CITY shall permit VENDOR, at its option and expense, either to procure for the CITY the right to continue using such software, to replace or modify the same so that such software becomes non-infringing, or to discontinue using the software and accept their return. If the software be purchased, VENDOR shall grant the CITY a cash refund for such software as depreciated. The depreciation shall be an equal amount per year over a five-year life. VENDOR shall have no liability to the CITY under any provision of this clause with respect to any claim of patent infringement that is based upon the combination of the hardware furnished hereunder with software or devices not provided by VENDOR. This indemnification shall survive the expiration and termination of this contract provided the CITY maintains an annual Support Agreement with VENDOR.

#### Section 2.05 TERMINATION

The Contract may be terminated by the CITY upon ten (10) days written notice if VENDOR has materially failed to comply with any of the terms of the Contract. In the event that the Contract is terminated prior to the completion of the Project outlined herein, the CITY shall pay VENDOR to the extent of work performed to the date of written notice of termination, upon receipt and approval of an invoice for payment, together with a statement itemizing actual hours to the tenth of an hour and supporting records of expenses; provided however, under no circumstances shall the CITY be liable to VENDOR to pay for work performed by VENDOR to correct errors made by VENDOR. The CITY reserves the right unilaterally to terminate the Contract without any further liability to VENDOR, if for any reason including if funds are not available and not appropriated for services, supplies or software, upon prior written notice, by regular or certified mail, return receipt requested, to VENDOR. All products and services that have been delivered or provided to the CITY by VENDOR prior to the effective date of said notice shall be paid for by CITY. The CITY agrees to compensate VENDOR to the extent of work performed to the date of written notice of termination together with a statement as specified above. Notwithstanding any other provisions of the Contract, the CITY shall have the absolute right to terminate this contract without cause and for any reason upon giving twenty (20) days written notice to VENDOR in which event any fees payable to VENDOR by the CITY shall be paid only to the date of termination. VENDOR shall not be entitled to any anticipatory profits in the event of termination by CITY pursuant to this section.

#### Section 2.06 NON-DISCRIMINATION LAWS

VENDOR further agrees that VENDOR shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to the Project and furnish any certification required by any federal, state or local governmental agency in connection therewith.

- (a) In all solicitations or advertisements for employees, VENDOR shall include the phrase, "equal opportunity employer", or similar phrase to be approved by the Kansas Human Rights Commission (Commission);
- (b) If VENDOR fails to comply with the manner in which VENDOR reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, VENDOR shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the CITY;
- (c) VENDOR is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, VENDOR shall be deemed to have breached the Contract and it may be cancelled, terminated or suspended, in whole or in part, by the CITY; and
- (d) VENDOR shall include the provisions of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or VENDOR.

#### Section 2.07 WORK PRODUCT; OWNERSHIP OF DATA

All documents and other work product prepared by VENDOR under the Contract shall be the property of the CITY with the exception of VENDOR's proprietary materials. VENDOR shall be authorized to use all reports, data, or other material prepared by it for the CITY under the Contract, but shall not disclose, nor permit disclosure of, any information designated by the CITY as confidential, except to its employees and other consultants who need such information in order to properly provide the services under the Contract. VENDOR shall not sell or barter or otherwise give or distribute any documents or work product under the Contract without the expressed written consent of the CITY. Data collected on tape or hard copy form supplied by the CITY to be utilized by VENDOR in the computer system data base contemplated herein will remain the property of the CITY, and no use will be made thereof beyond that listed in the Agreement without written permission of the CITY.

#### Section 2.08 INDEPENDENT CONTRACTOR/VENDOR

The relationship of VENDOR to the CITY shall be that of an independent contractor, and no principal/agent or employer/employee relationship will be created by the Contract. VENDOR is an independent contractor and shall have no authority, express or implied, to act for or bind the CITY by virtue of anything contained in this contract. Nothing contained within the Contract shall be deemed or construed by the CITY or VENDOR or by any third party to create the relationship of a partnership or a joint venture. VENDOR agrees that it, its agents, servants, employees and subcontractors, are and at all times shall be deemed to be independent contractors, and shall not, in any manner whatsoever, by their actions or deeds commit CITY to any obligation irrespective of the nature thereof, and shall not at any time or for any purpose be deemed employees of CITY.

## Section 2.09 GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Kansas. At the CITY's sole and exclusive option, any dispute arising between the parties may be submitted to arbitration. All disputes arising between the parties resulting in the filing of litigation shall be brought only in the District Court of Johnson County, Kansas or the federal District Court of Kansas in Kansas CITY, Kansas.

## Section 2.10 SEVERABILITY

In the event that any term or clause of the Contract is held to be invalid as contravening any law or governmental regulation, then such term or clause shall remain in effect only to the extent permitted by such law or regulation, but the remaining provisions of the Agreement shall continue in full force and effect.

## Section 2.11 AVAILABILITY OF FUNDS

This Agreement is executory only to the extent of CITY funds approved and appropriated. This Agreement shall be subject annually to the availability and appropriation of funds. If the CITY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the computer system procured pursuant to the Project, or any portion of the Project during its implementation, the CITY may unilaterally terminate any and all contractual or other obligations without any further liability or penalty upon thirty (30) day's notice to VENDOR. Any obligation for payment under the Agreement shall be made solely from appropriated funds. The CITY shall have no legal or equitable obligation to approve any funds in the future and in the event of the CITY's decision not to approve and appropriate any additional funds the CITY shall have no further liability to VENDOR. VENDOR recognizes that the Agreement is approved by the current Governing Body, and not the obligation of any other CITY official, employee, or any other political subdivision or entity.

## Section 2.12 [intentionally omitted]

## Section 2.13 ASSIGNMENT; DELEGATION OF DUTIES; SUCCESSORS

Neither party shall delegate or assign its duties under the Contract without the written consent of the other party, and each party hereby binds itself to the successors and assigns of the other party in respect of all covenants of the Contract. This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their authorized successors and assigns.

## Section 2.14 EXTENT OF AGREEMENT

This Master Agreement, the VENDOR's Proposal, which is incorporated herein by reference, the Exhibits hereto and all addenda and amendments hereto, collectively represent the entire and integrated contract (the "Contract") between the CITY and VENDOR and supersede all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter therein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in the Contract shall be binding on either party. Where any conflict arises between the Master Agreement and the Exhibits, the following order of precedence shall prevail: (1) the Master Agreement and Exhibits A through J and Exhibit N; (2) the Software License Agreement attached as Exhibit K, (3) the Software Maintenance Agreement attached as Exhibit L, and (4) the VENDOR's Proposal. The Contract may only be amended by written instrument signed by both parties.

#### Section 2.15 SUBMISSION OF INVOICES

All payments made pursuant to the Contract shall be on the basis of duly verified invoices properly documented and submitted by VENDOR to CITY in the form agreed to by CITY and VENDOR, payable on an arrears basis by CITY within thirty (30) days of their receipt in completed form to CITY by VENDOR. This provision shall not apply to invoices for annual maintenance under the Software Support and Maintenance Agreement, which shall be paid in advance.

#### Section 2.16 BOOKS AND RECORDS

VENDOR shall maintain full and complete books and records of its accounts for CITY in accordance with generally accepted accounting practices and such other records as may be reasonably prescribed, in writing, by the CITY Administrator of CITY. Such books and records shall be retained for a period of five (5) years, and shall at all reasonable times be available for audit and inspection during normal business hours by the CITY or designated representative.

#### Section 2.17 NEWS RELEASES

VENDOR and CITY may issue news releases pertaining to the Project, but only if approved by the CITY and VENDOR. CITY may withhold such approval in its sole and absolute discretion.

#### Section 2.18 TESTIMONIALS; ON-SITE VISITS

CITY is under no obligation to furnish testimonials to VENDOR for reuse and dissemination by VENDOR to third parties in the promotion of sales of its products and services; and VENDOR shall not attribute any statement or communication made by CITY as a testimonial without the prior written consent of the CITY Administrator of CITY. VENDOR shall not arrange or conduct any on-site visits to CITY by prospective clients, employees or agents without the prior consent of CITY. The CITY's CITY Administrator or his designee (CITY Project Manager) shall be the exclusive contact person for all visits and communications (email or telephone).

Section 2.19 STEERING COMMITTEE MEETINGS

VENDOR will meet with the CITY representatives at mutually agreed dates and times, in person or via conference call, to conduct steering committee meeting. At each meeting, VENDOR will prepare a report of all activities that have taken place during the past period and project all activities planned for the successive period. At the end of each meeting, VENDOR will prepare minutes that will include:

- names of attendees
- items covered under old business
- items covered under new business
- updated project timeline to include, as revised, start, end, milestone dates
- list of required commitments by VENDOR
- list of required commitments by the CITY

Section 2.20 DEFAULT BY VENDOR

(a) Any one of the following events shall constitute an event of Default:

- (i) The abandonment of the Contract or any portion thereof;
- (ii) The abandonment by VENDOR of its management and on-going maintenance as defined herein of the Project in accordance with this Contract for any period of time;
- (iii) The failure of VENDOR to keep, observe or perform any of the other covenants or agreements herein required to be kept, observed or performed by VENDOR, and continued failure to observe or perform any such covenant or agreement after a period of thirty (30) days after receipt by VENDOR of the CITY's written demand; provided, however, that if due to the nature of the default, the same cannot be remedied within said ten-day period, then the CITY shall have the right to terminate this Contract if VENDOR shall have failed to commence the remedying of the same within the said ten-day period or, having so commenced, shall fail thereafter to continue with diligence the remedying thereof;
- (iv) The repeated failure (defined for this purpose at least three (3) such failures within any consecutive twelve-month period) to keep, observe or perform any of the other covenants or agreements herein contained to be kept, observed or performed by VENDOR (provided that notice of such failure shall have been given to VENDOR, regardless whether VENDOR shall have remedied any such failure within the time provided for in such notice);
- (v) The discovery by the CITY that any material statement of fact furnished to the CITY by VENDOR in connection with its proposal for the privilege awarded hereunder is false or materially misleading;

- (vi) Commencement of any insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization or adjustment of indebtedness) against VENDOR or any guarantor or surety of this Contract, if an order for relief is entered against such party and the same is not stayed or vacated within thirty (30) days after entry thereof, or if such party fails to secure a discharge of the proceedings within sixty (60) days after the filing thereof, and City reasonably determines that as a result of such event VENDOR is unable to provide the level of support for the Project committed by VENDOR hereunder;
  - (vii) The making by VENDOR or by any guarantor or surety of this Contract of an assignment for the benefit of its creditors or the filing of a petition for or the entering into of an arrangement with its creditors;
  - (viii) The appointment or sufferance of a receiver, trustee or custodian to take possession of all or substantially all of the property of VENDOR or of any guarantor or surety of this Contract, whether or not judicial proceedings are instituted in connection with such appointment or sufferance;
  - (ix) The placement of any lien or levy upon property used by VENDOR in its operations of the Project which is not discharged of record within sixty (60) days, or any levy under any such lien.
- (b) Remedies Upon VENDOR's Default: Upon the occurrence of any Event of Default, as defined above, the CITY, besides any other rights or remedies it may have, shall have the right to terminate this Contract forthwith, and recover immediately from VENDOR all damages proximately caused by VENDOR's default, including without limitation court costs, reasonable expert's fees and reasonable attorneys' fees. No action by the CITY pursuant to this Section, however, shall be deemed to terminate this Contract unless the CITY gives written notice of termination to VENDOR. Regardless of whether the CITY has elected to exercise its rights to terminate this Contract, if any Event of Default shall occur, VENDOR shall pay upon demand all of the CITY's costs, charges and expenses, including fees of counsel, agents and other retained by the CITY incurred in connection with the recovery of sums due under this Contract, or because of the breach of any covenant or agreement of CITY contained in this Contract or for any other relief against VENDOR.
- (c) Other Provisions Regarding Default: The CITY's failure to require compliance with any term or provision of this Contract shall not constitute a waiver of the CITY's rights to require such compliance. No waiver or failure to enforce any covenant or condition or of the breach of any covenant or condition of this Contract shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor shall the acceptance by CITY of any sums from VENDOR at any time when VENDOR is in default under any covenant or condition hereof, be construed as a waiver of such default or of CITY's rights to terminate this Contract on account of such default, nor shall any waiver or indulgence granted by CITY to VENDOR be taken as an estoppel against CITY, it being expressly understood that CITY may at any time



thereafter, if such default continues, terminate this Contract on account of such default in the manner herein before provided.

- (d) All remedies provided in this contract shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder.

#### Section 2.21 TAX EXEMPT STATUS

The CITY qualifies as a political subdivision of a State of the United States for purposes of Section 103 (a) of the Internal Revenue Code of 1986, and is exempt from state and local income taxation, from federal excise taxes, and from Kansas sales tax. As a municipality, CITY is exempt from the payment of sales tax pursuant to the laws of the State of Kansas. VENDOR shall take all necessary steps authorized by law to eliminate the payment of any and all taxes that may otherwise be due and payable to the State of Kansas in connection with the Contract, and the products and services to be furnished thereunder.

#### Section 2.22 PAYMENT OF TAXES

VENDOR shall pay any taxes assessed arising out of its operation hereunder; provided, however, that VENDOR shall not be deemed to be in default of its obligations under this contract for failure to pay such taxes pending the outcome of any legal proceedings instituted in courts of competent jurisdiction to determine the validity of such taxes. Failure to pay same after the ultimate adverse conclusion of such contest shall constitute a default.

#### Section 2.23 NOTIFICATIONS

Any notices given under the provisions of this Contract shall be in writing and shall be hand-delivered or sent by Registered or Certified Mail, Return Receipt Requested by one party to the other at their respective addresses given below:

##### **CITY:**

CITY of Prairie Village, KS  
Attn: CITY Administrator,  
7700 Mission Road  
Prairie Village, Kansas 66208

##### **VENDOR**

Attn: Marily Rementeria, Managing Partner  
Springbrook Software, Inc.  
111 SW Fifth Avenue, Suite 2900  
Portland, OR 97204

## Section 2.24 LAWS OF THE CITY OF PRAIRIE VILLAGE

The rights and privileges granted to **VENDOR** hereunder shall at all times be subject to local laws, ordinances and resolutions of the **CITY** as the same are now or may hereafter be prescribed through the lawful exercise of its power, including, but not limited to, all applicable provisions of the **CITY**'s policies and procedures as the same may be amended from time to time.

## Section 2.25 RELATIONSHIPS BETWEEN/AMONG VENDORS

**VENDOR** will be the single point responsibility for the entire project as defined in the Exhibits in this contract. **VENDOR** may use subcontractors, but **VENDOR** accepts full responsibility for the subcontractor's performance. **VENDOR** must identify all subcontractors and **VENDOR** must describe the type of contractual arrangement that will exist with all subcontractors. **VENDOR** shall be solely and exclusively responsible for meeting all the terms of the Contract.

## Section 2.26 DELAYS IN SERVICE DELIVERY

Delays in service delivery caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God, or any other delays deemed by the **CITY** to be clearly and unequivocally beyond **VENDOR**'s control will be recognized by the **CITY**. **VENDOR** may be relieved of responsibility of meeting service delivery as stipulated in the Contract upon **VENDOR**'s filing with the **CITY** just and true statements requesting an extension or delay in service delivery, signed by **VENDOR** and giving in detail all the essential circumstances which, upon verification by the **CITY**, justify such action under the provisions of this section by the **CITY**.

## Section 2.27 ACCEPTANCE

For purposes of the Contract, the term "Acceptance" shall be defined as follows with respect to each of the categories listed. In each and every case, the acceptance document must have the signature of the **CITY**'s **CITY** Administrator or his designee (**CITY**'s Project Manager):

Performance tasks and acceptance tests for each software application module will include:

As agreed upon during the Project, the Project Managers for both **VENDOR** and **CITY** will log anomalies during the training and acceptance period -- Report on error messages, reporting failures, failures of functions such as menus, variance from **VENDOR**'S Proposal, interfaces, data conversions, link from application to spreadsheet, universal customer and so on. **CITY** will log anomalies during the training and acceptance period to include but not limited to error messages, reporting failures, failures of hardware functions. **VENDOR** will setup and maintain a training/testing application database during the implementation.

- (a) Software Acceptance will be conferred on the basis of individual applications and when mutually agreed to, on a partial application basis, as outlined in the Preliminary Statement of Work attached as Exhibit E and as set forth in this section. Accounts payable, accounts receivable, are examples of what constitutes individual applications.

The acceptance of the functionality of the software will be conferred in accordance with its ability to complete successfully the requirements set forth in the proposal for Version Seven software, including deliverables and functional specifications, VENDOR's Proposal, acceptance test, the brochures, and the documentation ("Version Seven Proposal"). Acceptance will also be based upon approved specifications, designs, conversion results, mutually approved by the CITY and the VENDOR during the planning, setup and parallel phase of the implementations ("Design"). If during final acceptance of the project a conflict arise between the Version Seven Proposal and the Design, the Design shall take precedence.

Application software modules as specified in the Final Exhibits hereto will be installed on the computer hardware per the schedule mutually agreed upon in the planning phase. These application software modules will be scheduled for training in a timetable mutually acceptable to both parties, and accepted by CITY when CITY employees are trained in that application and the application performs in conformance with this Contract. As to each stage of work described herein, the CITY'S acceptance and sign off that the work has been completed to CITY'S satisfaction shall be made in writing such acceptance/sign off forms as may be mutually agreed to by the parties.

In connection with acceptance procedures, the parties acknowledge and agree as follows:

- Delay in acceptance of a deliverable may delay the project schedule. Any delay in the schedule resulting solely from a delay in acceptance by CITY, for which CITY has no reasonable basis to refuse or delay acceptance, shall not constitute a breach of this Contract by VENDOR.
- Any requests for products or services by CITY which are outside of the scope of (a) the Version Seven Proposal or the Design, or (b) VENDOR'S standard training and implementation procedures, as same may be modified by this Contract, will require a change order and additional costs may be incurred.
- CITY was shown older releases of some of VENDOR'S products for the purpose of giving CITY an understanding of what future products may look like. Any verbal or written documentation about those older release products is not considered to be a part of the acceptance criteria in this Contract.

(b) **Application Software Acceptance.** Application Software will be timely installed by VENDOR on the computer hardware in accordance with the timetable set forth in Exhibit C, to be completed by mutual agreement of the parties within thirty (30) days after the execution of the Master Agreement.

- (i) CITY personnel will be trained by VENDOR in the use of the Application Software. VENDOR shall provide CITY written certification upon completion of the training. CITY agrees to accept the application software with respect to

each application installed, of which there shall be a performance period not to exceed thirty (30) working days. The performance period shall commence on the first work day after receipt by CITY that training on the appropriate application software is complete. It is hereby understood that the "performance period" begins after training, implementation consulting, modification development, conversion and documentation is completed, by individual application.

- (ii) During the Performance Period, as herein defined, CITY shall operate the application software in accordance with CITY's normal (or new, based on BPS findings) operating practices. CITY shall determine during this period if the application software performs in accordance with all specifications set forth in the VENDOR's Proposal, all representations contained in VENDOR's Proposal, the brochures, and the documentation as well as all representations set forth in VENDOR's planning documents. In the event that the application software fails to operate in accordance with the above-stated criteria, VENDOR shall, at the option of CITY and without election of remedies modify or adjust the application software to meet said specifications at VENDOR's expense. The term "Performance Period" means a period of 90 calendar days after all training on the installed software is completed.
  
- (iii) After any adjustment or modification, a second performance period shall commence upon written notice of completion of said adjustment or modification. If the application software still fails to meet the criteria within thirty (30) working days of the commencement of the second performance period, in addition to any remedy contained herein, CITY shall have the right to cancel the Contract.
  
- (iv) If CITY chooses to cancel the purchase of any application pursuant to this Section, CITY shall receive from VENDOR a refund of all sums previously paid by CITY to VENDOR for license fees applicable to such application and any fees for services paid to VENDOR but not yet rendered by VENDOR. Such refund shall be made by VENDOR thirty (30) days after notice by CITY to VENDOR of such cancellation.
  
- (v) Immediately upon successful completion of the performance period, CITY shall notify VENDOR in writing, that the application software has been accepted.

**(c) Training Acceptance**

Training acceptance for the hours of training provided by VENDOR must be confirmed by CITY in writing on forms provided by VENDOR. Such training is to be authorized by the CITY's CITY Administrator or his designee (CITY Project Manager), and conducted by VENDOR.

**(d) Final Project Acceptance and Acceptance Remedies**

CITY shall have reasonably determined to its satisfaction the integrated functionality of the components of the Project outlined in this sub-section of the Agreement for a period of sixty (60) consecutive calendar days after all software applications specified in the Final Exhibits hereto are accepted by CITY (hereinafter the "Acceptance Date") and the specified application software shall function per their individual specifications and in a totally integrated manner continuously during said sixty day period (hereinafter the "Testing Period"). When these components are successfully tested, CITY will proceed to make the fourth payment outlined in Section 4.01(a) of the Contract. In the event that CITY conducts the described functionality and integration testing, but does not approve in writing such testing within the Testing Period, or at some later date, the CITY shall have the same remedies as outlined in Section VIII, Disputes, or the CITY, at its sole discretion, shall elect to allow VENDOR to continue work subject to further functionality and integration testing until accepted. The CITY agrees to conduct the functionality and integration testing commencing with the Acceptance Date. If the CITY fails to commence and conduct such testing for any reason unrelated to the application software itself or to the VENDOR, then the payment contingent upon such testing shall be due 60 days after the Acceptance Date.

Section 2.28 FIRM PRICES

**(a) Transportation, Delivery, Handling and Installation**

All prices for the products and services to be furnished to CITY by VENDOR pursuant to the Contract are inclusive of the costs of transportation, delivery, handling, insurance, uncrating, and installation, with the exception of travel expenses which are billed per diem for meals and actual for all other out of pocket expenses, as incurred.

**(b) Contract Pricing**

VENDOR agrees to furnish to CITY all of the products and services listed in the Final Exhibits hereto at the unit prices stated therein. If City elects to purchase any, VENDOR agrees to furnish to CITY all of the products and services listed in the Option Pricing Exhibit D herein unit prices therein from date of Contract execution through January 31, 2010. The maintenance services described in Exhibits C and L shall be provided through the term of the initial five year maintenance schedule.

**(c) Operational Functions**

Any changes, modifications or enhancements to said software during the period of the Contract which are necessary in order to render or to preserve same as operational and functional as stated in the exhibits herein on the CPU or LAN shall be made promptly by

VENDOR upon notification by CITY to VENDOR at no additional cost to CITY if CITY is in warranty period or paying VENDOR application software maintenance. Software modifications and enhancements outside the scope of this Contract herein will be governed by Section 2.36 hereof.

**(d) Training Payment Schedule**

Training will be compensated after training has been provided and will be paid by the CITY as follows:

For modules available upon the signing of this Contract, the City will pay 50% of the estimated training upon the signing of this Contract, and the remainder of actual training costs according to the completed training log approved by City when those modules go live. For the remainder of the modules (the ones still in V7 development) the City will pay for training monthly based upon according to the completed training log approved by City.

**Section 2.29 TITLE**

The right to perpetual license for the application software shall pass to the CITY at the time of full payment for the license fee.

**Section 2.30 [intentionally omitted]**

**Section 2.31 DISPUTES**

Should any disputes arise with respect to this contract, VENDOR and the CITY agree to act immediately to resolve any such disputes. VENDOR agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under the Contract in the accomplishment of all non-disputed work; any additional costs incurred by VENDOR as a result of such failure to proceed shall be borne by VENDOR, and VENDOR shall make no claim against the CITY for such costs. If VENDOR and the CITY, via the designated representative and VENDOR's Representative, cannot resolve a dispute within thirty (30) calendar days following notification in writing by either party of the existence of said dispute, then the following procedure shall apply:

- (a) Each party shall appoint one person to act as impartial representative in an attempt to resolve the dispute. The appointed individuals shall be of sufficient knowledge and experience to understand and deal with the dispute but shall not be persons assigned to the Project. The set of four (4) individuals consisting of the CITY Project Manager for the Project, VENDOR Representative and the two (2) appointees is called a Dispute Resolution Group.
- (b) The Dispute Resolution Group shall convene no later than fourteen (14) calendar days following written notification of the existence of a dispute and shall meet for a minimum of four (4) four-hour sessions during the subsequent ten (10) work days in an attempt to resolve the dispute. All resolutions of disputes shall be reduced in writing and signed by

the CITY's CITY Administrator or his designee (CITY Project Manager) and VENDOR Representative. Such resolutions shall constitute modifications to the Agreement and further shall constitute binding agreement between parties. However, any resolution, previous resolution, or aggregation increasing the total Agreement amount by more than ten percent (10%) will require the prior CITY approval.

- (c) In the event that the Dispute Resolution Group fails to resolve the dispute, then either party may assert its other rights and remedies within the Contract or within a court of competent jurisdiction.
- (d) CITY can withhold in an escrow account any fees due VENDOR as a guarantee to resolve said disputes. During this period, VENDOR cannot withhold support, maintenance or hot line support.

### Section 2.32 LIQUIDATED DAMAGES

If VENDOR fails to install the application software financial modules in the current Version 7 by the target dates set forth the Final Exhibit C hereto, VENDOR shall pay to CITY a liquidated damage amount equal to \$300 per day for each day past the day the installation is delayed, provided that any such liquidated damages shall be capped at a total equal to 50% of the License Fee for the module for which installation is delayed. Provided further, that this provision does not limit CITY'S damages against VENDOR for default other than delay.

### Section 2.33 AUTHORIZATION TO PROCEED

This Agreement and all Final Exhibits to this Agreement to be signed when the BPS has been completed and the parties are in agreement as to the final scope of work and timetables and the Final Exhibits and any amendments to the Master Contract must be signed by CITY Administrator and Finance Director prior to authorizing VENDOR to proceed with the installation of successive application modules. VENDOR and CITY shall coordinate implementation schedules contained in Final Exhibits hereto and may, by mutual agreement, amend said schedules as necessary, by execution of amendments by the City Administrator and Finance Director. Subject to the availability of approved and appropriated funding, CITY will not unreasonably withhold authorization and will not unreasonably delay initiation of phases. This representation shall not create or impose upon the CITY any obligation, duty or liability to VENDOR to approve and appropriate any funds beyond those actually approved and appropriated.

### Section 2.34 ACCEPTANCE CERTIFICATES

Each phase will have pre-defined payment terms which will require the signatures of the CITY's CITY Administrator or his designee (CITY Project Manager) as a prerequisite of authorization of payment. CITY will not unreasonably withhold acceptance certification.

### Section 2.35 PERMITS AND LICENSES

VENDOR shall secure and take out all necessary licenses, certificates and permits from any municipality or other public authority, which may be required in connection with the work contemplated by the Contract, or any part thereof, and shall give all notices required by any statute, law, ordinance, rule or regulation. CITY shall notify VENDOR of any known requirements.

### Section 2.36 WORK CHANGES

The terms, provisions and conditions of the Contract may only be modified or changed if said modifications or changes shall be in writing and signed by both parties in the form of "Change Order" attached hereto as Exhibit I. CITY reserves the right to order work changes in the nature of addition, deletions or modifications, without violating the Contract, and agrees to make corresponding changes in the Contract price consistent with Exhibits in the Contract. VENDOR shall be consulted with regard to any work changes to ascertain the feasibility of said change and to coordinate said change with the balance of the Project. In the event that CITY shall elect to purchase fewer software applications than the quantities listed in the Final Exhibits hereto - it shall have the right to do so at the unit price shown for said item therein. All changes shall be authorized by written change orders signed by the CITY's CITY Administrator or his designee (CITY Project Manager) of CITY, as authorized by the CITY. The change order will include conforming changes in the Agreement. CITY cannot request any changes without VENDOR's written approval once work has been initiated on services and application software modifications. The CITY may desire additional items beyond those itemized in the Contract. These may be additional applications desired but not requested in the RFP, etc. The CITY may submit written change orders to purchase these items. This is not to be used for pricing errors or items that are scheduled already as deliverable.

### Section 2.37 MANUALS AND DOCUMENTATION

Concerning all applications software, VENDOR shall provide hard copies of training manuals and searchable on-line user manuals. As long as maintenance agreements are in force, VENDOR further agrees to make available to CITY at no additional cost any updates and/or revisions to on-line manuals published and/or released during the term of the Contract.



## Section 2.38 VENDOR'S RESPONSIBILITY

It is understood and agreed that VENDOR shall furnish to CITY a complete, fully operational application software system, in accordance with but not limited to the details contained in the Exhibits. In the event that VENDOR's Proposal includes software developed by another VENDOR, manufacturer or supplier, VENDOR shall assume responsibility for such items offered as part of said proposal, and installation of VENDOR provided third party software. Manufacturer and/or supplier or other subcontractor shall contract directly with CITY for on-going maintenance support. Except as specifically referenced in the Contract, VENDOR shall be responsible for carrying out its obligations and responsibilities pursuant to the Contract, and shall be the only entity to receive payment for same from CITY.

VENDOR, jointly with CITY, shall approve in advance and in writing all form layouts, paper quality and design to assure their compatibility with the computer's operating system, software and printers. VENDOR and CITY shall be responsible for implementing all aspects of the Contract, including the technique, sequence, procedures and means of coordination of the work, and shall provide all supervision and direction necessary to accomplish same. VENDOR shall provide all manner of labor, materials, apparatus, appliances, tools, machinery, transportation and whatever else may be required to do and complete the work, and shall be responsible for same, and for the safe, proper and lawful installation, maintenance and use thereof.

VENDOR and CITY shall protect the work sites and work from damage, and shall make good all entry to same occurring before the completion of the work to be performed under the Contract. All on-site work shall be approved and scheduled in advance by the CITY's CITY Administrator or his designee (CITY Project Manager) of CITY. VENDOR and CITY shall comply with all applicable statutes, laws, ordinances, rules and regulations relating to the performance of the work hereunder. If any portion of the Contract is at variance therewith, VENDOR and CITY shall promptly notify the other party upon discovering same.

## Section 2.39 CITY'S RESPONSIBILITY

CITY will fully cooperate with and assist VENDOR in the performance of its responsibilities under the Contract. As part of CITY's responsibilities, it will designate a qualified staff member who will be the CITY's Project Manager, and who will have authority to act for CITY and provide VENDOR with necessary information and data concerning CITY's operations and activities.

The CITY and VENDOR will agree to a project schedule. The timeliness of the CITY completing their tasks will affect our ability to perform our tasks in a timely manner. Should the CITY slip a deadline, VENDOR's affected milestones will be slipped appropriately without cause by the CITY.

The CITY will:

- Have responsibility for populating data files provided by VENDOR (i.e., pre-formatted Excel file for data to be converted).
- Provide staff to help define all appropriate flows, rules and processes

- Do whatever else is mutually agreed to by both parties during the planning and implementation phases.

#### Section 2.40 TIME OF PERFORMANCE

It is expressly understood and agreed that time is of the essence in the Contract. VENDOR shall commence performance of the Contract within sixty (60) days of the date of execution of the Contract by CITY, and shall furnish the professional services and materials set forth in the Contract, within the time periods set forth herein.

### Article III.

#### DEFINITIONS

##### Section 3.01 DEFINITIONS

For purposes of the Contract, these terms have the meanings indicated:

**Acceptance** means the test applied and approved by CITY prior to payment for any item. Acceptance means that all functions as proposed in the Final Exhibits hereto shall perform accordingly.

**Acceptance Certificate** means a certificate in the form mutually agreed by the parties evidencing the CITY's acceptance of each software application.

**Application/Products** means the software applications and products described under the column labeled "Application Products" in the Price List and Application Products List attached hereto as Exhibit A.

**Application Software** is each separate software application/product specified as such in the Final Exhibits hereto.

**Authorization to Proceed** is a formal document that is signed by CITY prior to VENDOR ordering any products or services.

**CPU** means the processing unit to be installed at CITY.

**Documentation** means the formal printed paper manuals and electronic versions that include descriptive materials and on-line or other electronic versions of screen displays of all applicable screens and screen choices in the proposed and modified application software.

**Final Exhibits** means the final exhibits to be completed and attached hereto and made a part of the Contract upon completion of the BPS and agreement by both parties as to the final terms specified in those exhibits, including, scope of work, deliverables functional specifications, timetable and pricing.

**Installation Activities** means any and all software configuration activities, software loading, software testing, etc., whether performed at CITY of Prairie Village, Kansas or at VENDOR's site.

**Migrate Software** means that all screens, reports, functions and calculations that were included in the Final Exhibits hereto shall be fully functional on the server and operating system installed by VENDOR.

**Perpetual License** means an irrevocable, unconditional license granted to CITY in perpetuity at no additional fee, by VENDOR and permitted subcontractors of the software applications, the terms of which are binding upon the owner, its heirs, assigns and successors-in-interest.

**Product** means software, documentation, including manuals, and any other information confidential to VENDOR or its licensors.

**Proprietary Information** means information developed by VENDOR that is alleged and noted as proprietary information.

**RFP** is the Request For Proposal issued by CITY.

**Software** means the source code and compiled object code version of computer programs and any related documentation, excluding maintenance diagnostics.

**Third Party Software** means any software not developed by VENDOR.

**Training** means dedicated professional education about all software listed in this agreement. Training may consist of both structured classroom training and individual operator training and assistance in "live data" situations. Training does NOT include fit analysis and installation activities. A log shall be signed daily by VENDOR and CITY affirming hours expended by VENDOR.

**Workstation** means a CRT, VDT or Personal Computer.

## **Article IV.**

### **PAYMENT**

#### **Section 4.01 PAYMENT**

The payment schedule is as follows:

- (a) BPS services will be performed for the fixed amount of \$7,500 plus travel expenses. Payment for BPS services is as set forth in Exhibit M. Travel expenses incurred by VENDOR in connection with BPS services shall be reimbursed by CITY and shall be

due within thirty (30) days after such expenses are invoiced by VENDOR to CITY. All invoices for travel expenses shall be accompanied by evidence satisfactory to CITY of actual costs incurred.

- (b) Third party "Progress Database Manager Software" is being furnished by VENDOR. Terms of payment for this software license and maintenance are set forth in Exhibit M.
- (c) SOFTWARE LICENSE AND MAINTENANCE PAYMENTS (to be paid for EACH application separately):

The Application License Fee for each Application/Product is set forth in Exhibit A under the column labeled "Application License Fees" and in Exhibit M under the column labeled "License Fees," and is payable as described in Exhibit M under the column labeled "Payment Schedule".

Annual Maintenance Costs for each Application/Product are set forth in Exhibit B and are be payable as set forth in Exhibit M under the column labeled "Maintenance." Annual Maintenance Costs for Application/Products which may be added to this Contract by change order, if any, shall be payable as set forth in the change order.

**(d) TRAINING/CONSULTING/IMPLEMENTATION  
MANAGEMENT/CONVERSION AND TRAVEL**

Except as otherwise provided in with respect to training in Section 2.28(d), payment for completed training, consulting, implementation management and conversion hours will be paid monthly according to logs with close adherence to next CITY billing and VENDOR payment cycle.

The CITY will be billed only for actual work hours for training, consulting, implementation management and conversion, regardless of estimates of hours and costs for these activities set forth in Exhibits A and M.

VENDOR will keep a log of training/consulting/implementation/conversion hours, and users will be required to sign daily training sheets. The CITY will not be billed for non-training consulting activity performed during designated training time. Billable training and consulting and implementation management and conversion activities are defined in VENDOR's Proposal to the CITY and include certain remote hours prior to or between training sessions wherein trainer is assisting CITY with set-ups and data verification or responding to CITY's calls for remote training/consulting guidance. Non-billable training and consulting time is defined as on-site time spent by VENDOR's personnel to identify and correct any defect in the products, or trainer breaks.

Training, consulting, implementation management and conversion activities are charged at fixed rate of \$150 per hour, provided that 16 hours of conversion services for certain applications as provided in the Revised Pricing Letter dated February 3, 2009 will be provided at no charge to CITY, and hours in excess of 16 hours for those applications will be billed at the hourly rate of \$150 per hour.

On site training events shall include not less than eight (8) hours.

The total cost of all training to be furnished by VENDOR to CITY under the Contract is based on an average class size of 4 – 6 CITY employees participating in each one time session. Exceptions to this class size include sessions on Time Card Entry, Requisitions, overall system functionality and certain work flow processes. CITY shall pay VENDOR for all training on an on-going basis as used, in arrears upon the submission of duly verified claim forms or vouchers. All hours of training must be approved in writing by the CITY's CITY Administrator or his designee (CITY Project Manager) of CITY in order to be reimbursable; and no payment for training shall be made in the absence of said approval.

The total cost of all training to be furnished by VENDOR to CITY under the Contract is irrespective of the number of CITY employees participating in such training at a given time. CITY recognizes that a reasonable class size is ten students maximum per class. CITY shall pay VENDOR for all training on an on-going basis as used, in arrears upon the submission of duly verified claim forms or vouchers. All hours of training must be approved in writing by the CITY's CITY Administrator or his designee (CITY Project Manager) of CITY in order to be reimbursable; and no payment for training shall be made in the absence of said approval.

No charge will be made by VENDOR for any travel time.

No employees of VENDOR shall be on-site at CITY without the prior permission and personal on-site check-in to the CITY's CITY Administrator or his designee (CITY Project Manager).

CITY will allow VENDOR access to work-site in early morning and evening hours to expedite installation. VENDOR may, with CITY approval, enter conversion data to further enhance the conversion process. VENDOR agrees to coordinate all activity with CITY on a daily basis. VENDOR will submit vouchers to the CITY's CITY Administrator or his designee (CITY Project Manager) on a monthly basis for reimbursement.

#### Section 4.02 NON-PAYMENT

As defined by the terms of the Contract, if VENDOR is not compliant with the deliverables, the CITY can withhold with cause payments for deliverables that are not compliant until such deficiencies are remedied. During this period of non-payment, VENDOR is still obligated to provide the agreed upon maintenance and support. The CITY must give written notice of intent to withhold payment, and VENDOR must resolve outstanding issues within thirty days.

## Article V.

### SOFTWARE ISSUES

#### Section 5.01 SOFTWARE LICENSE

Simultaneously with the execution hereof, VENDOR and CITY will execute a Software License Agreement in the form attached here to as Exhibit K, pursuant to which VENDOR will grant to CITY a non-exclusive, perpetual license to the Software on the terms and conditions set forth therein.

#### Section 5.02 SOFTWARE MAINTENANCE

Simultaneously with the execution hereof, VENDOR and CITY will execute a Software Support and Maintenance Agreement in the form attached here to as Exhibit L, pursuant to which VENDOR will maintain the Software on the terms and conditions set forth therein. Where any conflict arises between the Master Agreement and the Software License Agreement attached as Exhibit K, the Master Agreement shall prevail.

#### Section 5.03 WARRANTIES FOR APPLICATION SOFTWARE

VENDOR warrants that the Application Software after modification, but before acceptance by CITY, will meet the functional and performance specifications described in the Contract. VENDOR hereby expressly warrants that prior to CITY's acceptance of any deliverables pursuant to the Contract, all delivered programs, documentation, reports and other items will be properly functioning and compliant with the terms of the Contract. VENDOR's liability with respect to said warranty is limited to the correction of errors and defects in the application software system, which VENDOR shall correct or replace within a reasonable time after written notification of said deficiencies by CITY. In the event that VENDOR or its authorized sub contractor fails or refuses to repair an identified error, deficiency or defect within a reasonable time after written notification by CITY, CITY may, at its option, cause same to be repaired or corrected; and VENDOR shall be required to reimburse CITY for any reasonable costs resulting therefrom. See software manufacture warranties. Software is escrowed.

#### Section 5.04 APPLICATION SOFTWARE MAINTENANCE

##### **(a) Application Software Maintenance Extended to Five (5) Years**

Application software maintenance shall be billed initially by each application and shall begin as described in the attached Exhibit M. Applications software maintenance shall include at no additional charge to CITY during the five year maintenance period the complete and timely alteration of any and all applicable software changes that are required or mandated by the State of Kansas, the Federal Government, the Courts or any federal or state regulatory agencies.

VENDOR agrees to be the prime contractor for all software applications purchased from VENDOR. VENDOR will acquire, deliver, install and certify the proper operation of the software on a turnkey basis. This includes:

- Acting as a single point of contact for software installation and integration issues, and software support issues, for all items purchased from VENDOR;
- Install, setup, configure, certify, and document application system software modules;
- Install, setup, configure, certify, and document third party software on servers and all workstations as appropriate;
- Demonstrate system performance according to acceptance criteria;
- Provide application system support and maintenance on application software provided by VENDOR

The Software Support and Maintenance contract will be pro-rated to fit the CITY's budget year.

**(b) VENDOR Response Time**

VENDOR agrees to provide a maximum 4-hour response time to acknowledge a non-emergency software support call, 2-hour maximum for emergency calls, and will make every attempt to correct reported software problems that are causing the VENDOR the inability to move forward with required processing within 24-hours from the report call to fix the reported software problem. If the reported problem is mission critical (payroll processing, year-end processing, tax billing), VENDOR will expedite support and service on a priority basis to CITY.

**(c) Application Software Support and Maintenance Features**

Application Software Maintenance will include as a minimum:

- Cost of all labor and materials
- On-line repair if necessary of application software commencing with date of delivery to CITY;
- A maintenance program and servicing network available to supply such maintenance on a "4 hour response" basis, or that of the following morning in the case of a late afternoon trouble call, for business hours, excluding holidays and weekends.

**(d) Application Software Support and Maintenance: Hours of Availability**

VENDOR will make Maintenance and Support services available to CITY during standard business hours as defined in CITY central standard time, Monday through Friday except for recognized holidays. VENDOR will extend availability of service coverage for weekend coverage provided CITY provides at least a week notification of the need for such coverage and agrees to pay the surcharge identified at the time of notification.

**Section 5.05 THIRD PARTY SOFTWARE**

VENDOR agrees to be the initial responder to CITY calls for service to determine if the cause for problems with the running of software applications are related to hardware, operating system, Springbrook software, third party software, or communications causes. VENDOR is providing third party software from other vendors. Third party software products shall carry the full warranties provided by the licensor. The database management software maintenance includes telephone support and any enhancements released during the term of the Agreement and will continue provided that CITY maintains in full force and effect a Software Maintenance Agreement with the licensor. VENDOR, as authorized agent for third party software, shall be responsible for furnishing to CITY third party software support.

#### Section 5.06 FEDERAL, GASB, AND STATE REPORTING

VENDOR also agrees to provide to the CITY, at no additional cost, enhancements due to changes to federal, GASB, or state reporting requirements in a timely manner while maintenance agreements are operational.

#### Section 5.07 SECURITY OF APPLICATION SOFTWARE

CITY will protect the confidential nature of application software by establishing written procedures with respect to CITY's employees who are permitted access to application software or take reasonable efforts to prevent the application software from being acquired by unauthorized persons. CITY will promptly notify VENDOR of any unauthorized person(s) having access to application software.

#### Section 5.08 SOFTWARE MAINTENANCE PRICES

It is understood and agreed that software maintenance annual prices quoted in the proposal shall be firm for five years from the date of installation.

#### Section 5.09 NON-STANDARD SOFTWARE CHANGES

Any changes, modifications or enhancements to said software during the period of the Contract which are initiated by CITY shall be at a price mutually agreed to by the parties. Any changes to software performed by VENDOR will be supported in all future releases without extra fee if software maintenance is in effect.

#### Section 5.10 Intentionally omitted

#### Section 5.11 OPERATING ENVIRONMENT

VENDOR shall review and provide written approval or rejection of the CITY's site preparation plan and operating environment. VENDOR shall provide written minimum standards for any backup hardware requirements. CITY agrees to install an uninterruptable power supply (UPS) or battery backup with power conditioning or other VENDOR defined equipment to prevent power interruptions and power surges from damaging the hardware or software.



**Section 5.12 LICENSE EXCEPTION**

In the event the CITY desires to use non-CITY employees to review the Software's proper installation and operation according to VENDOR 's specifications, VENDOR will provide written exception to such person(s). Such person(s) will be required to sign an agreement of software non-disclosure to obtain the exception.

**Section 5.13 QUIET ENJOYMENT**

The CITY shall be entitled during the term of this license and all renewals to the use of the package without disturbance subject only to its obligation to make the required payments hereunder. VENDOR represents that the Contract is not subject or subordinate to any right of VENDOR's creditors.

**Section 5.14 VENDOR COMMITMENT**

VENDOR shall maintain and upgrade the application software, system software and hardware at its current or public-released level and insure that the application software is compliant with all third party software products needed to operate, optimize, interface or integrate the application software at no additional charge to CITY as long as a Software Maintenance Agreement is in effect between VENDOR and CITY. During such period VENDOR will furnish to CITY, at no additional charge, all new upgrades, releases, or replacement software for the licensed software applications. VENDOR's obligation shall be exclusive of any third party or hardware costs, or training, conversion or other services required, which may be separately charged to CITY.

**Section 5.15 YEAR 2000 COMPLIANCE**

VENDOR warrants that all software applications delivered to CITY shall record, store, process, and present calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality, as such software applications do for calendar dates on or before December 31, 1999. VENDOR shall consult with CITY's management as reasonably requested to ensure that such Computer Programs shall lose no functionality with respect to the introduction of records containing dates falling on or after January 1, 2000. The year 2000 warranty statements are presented in Exhibit G.

**IN WITNESS WHEREOF**, VENDOR and CITY have each executed this Master Agreement on the dates written below.

CITY OF PRAIRIE VILLAGE, KANSAS

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

Attest:

\_\_\_\_\_  
Joyce Hagen Mundy, CITY Clerk

Dated: \_\_\_\_\_

Approved as to form:

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

SPRINGBROOK SOFTWARE, INC.

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

Marily Rementeria, Managing Partner

Dated: \_\_\_\_\_

## CONTRACT EXHIBITS LIST

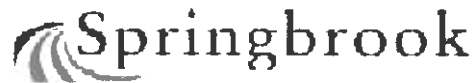
- **EXHIBIT A: Price List and Application Products List**
- **EXHIBIT B: Annual Maintenance Costs**
- **EXHIBIT C: Timetable** (to be completed by mutual agreement of the parties within thirty (30) days after the execution of the Master Agreement)
- **EXHIBIT D: Optional Pricing**
- **EXHIBIT E: Preliminary Statement of Work**
- **EXHIBIT F: [Intentionally Omitted]**
- **EXHIBIT G: Year 2000 Warranties**
- **EXHIBIT H: [Intentionally Omitted]**
- **EXHIBIT I: Form of Change Order**
- **EXHIBIT J: [Intentionally Omitted]**
- **EXHIBIT K: VENDOR's Software License Agreement (with attached Source Code Escrow Agreement to be provided)**
- **EXHIBIT L: VENDOR's Software Support and Maintenance Agreement.**
- **EXHIBIT M: Payment Schedule**
- **EXHIBIT N: Client Advisory Committee Addendum**

**Exhibit A**  
**Springbrook Price List - Items to be Purchased by City of Prairie Village**  
**Per the Revised Pricing Letter Dated February 3, 2009**

Application Products	Application Licenses Fees	Training & Consulting	Implementation Management	Total	Est. Training Hours
<b>Finance Suite (GL, AP, ACH, Bank Rec)</b>	\$ 20,000	\$ 12,000	\$ 4,800	\$ 36,800	80
Extended Budgeting & Forecasting	Included	\$ 1,200	\$ 600	\$ 1,800	8
Financial Reporting	Included	\$ 3,600	\$ 600	\$ 4,200	24
A/P Electronic Check Signature	\$ 400	Included	Included	\$ 400	
A/P Micr Code - 1 check	Included	Included	Included	\$ -	
A/P, Budgeting & JE Work Flow & Processing Set-up	Included	\$ 600	\$ 600	\$ 1,200	4
A/P Positive Pay	\$ 1,500	Included	Included	\$ 1,500	
Electronic Check Recon from Bank-Each	\$ 750	Included	Included	\$ 750	
<b>Purchase Orders</b>	\$ 5,000	\$ 1,200	\$ 600	\$ 6,800	8
PO & Req Work Flow Processing Set-up	Included	\$ 1,800	\$ 600	\$ 2,400	12
<b>Requisitions</b>	Included	\$ 1,200	\$ 600	\$ 1,800	8
<b>Project/Grant Accounting</b>	\$ 7,000	\$ 4,800	\$ 1,800	\$ 13,600	32
<b>Fixed Assets</b>	\$ 7,000	\$ 1,800	\$ 600	\$ 9,400	12
<b>Misc Accounts Receivable</b>	\$ 5,000	\$ 1,200	\$ 600	\$ 6,800	8
A/R Online Payments - Not to Exceed Amount	\$ 2,500	\$ 1,200	\$ 2,400	\$ 6,100	8
<b>Central Cash Management/Point of Sale</b>	\$ 7,000	\$ 1,200	\$ 600	\$ 8,800	8
Cash Receipt Import - Park & Rec "RecWare System"	\$ 1,500	\$ 300	\$ 300	\$ 2,100	2
Cash Receipt Import - Courts "Local KS Vendor"	\$ 1,500	\$ 300	\$ 300	\$ 2,100	2
<b>Standard ESRI Interface</b>	\$ 3,500	\$ 600	\$ 600	\$ 4,700	4
<b>Licenses &amp; Misc Permits</b>	\$ 7,000	\$ 4,800	\$ 1,800	\$ 13,600	32
Lic and Misc Permits Work Flow Processing Set-up	Included	\$ 600	\$ 600	\$ 1,200	4
Lic and Misc Permits Online Payments - Not to Exceed Amount	\$ 2,500	\$ 1,200	\$ 2,400	\$ 6,100	8
<b>Code Enforcement Contact Management</b>	\$ 7,000	\$ 2,400	\$ 1,200	\$ 10,600	16
Code Enforcement Work Flow Processing Set-up	Included	\$ 600	\$ 600	\$ 1,200	4
<b>Building Permits &amp; Inspections</b>	\$ 7,000	\$ 4,800	\$ 1,800	\$ 13,600	32
Permitting and Inspections Work Flow and Processing Set-up	Included	\$ 600	\$ 600	\$ 1,200	4
Building Permits Online Payments - Not to Exceed Amount	\$ 2,500	\$ 1,200	\$ 2,400	\$ 6,100	8
<b>Customizations - See Detail</b>	\$ 3,500	\$ 600	\$ 600	\$ 4,700	16
<b>Document Attachment and Cataloging</b>	Included	Included	Included	\$ -	
<b>Integrated Report Archival</b>	Included	Included	Included	\$ -	
<b>Subtotals</b>	\$ 92,150	\$ 49,800	\$ 27,600	\$ 169,550	344
<b>Other Costs</b>					
Database Application Server Tier (10 concurrent users)				6,000	
Database - Access Agents (up to 100 casual users)				1,750	
Business Process Study - Fit Gap Analysis				7,500	
Conversion Budget				8,000	
1st in State of Kansas - 50% Software Module Discount				(37,950)	
Central Cash Interface Discounts (Parks & Court)				(3,000)	
Travel Budget for Training & Business Process Study				14,266	
<b>Grand Total</b>				<b>\$ 166,116</b>	

Note: No travel time will be charged to the City.

**EXHIBIT B – Annual Maintenance Costs**



**Annual Maintenance Costs for City of Prairie Village, KS**

Application/Products	1st Year Maint. 4/1/09 - 12/31/09*	2nd Yr Maint. 1/1/10-12/31/10	3rd Yr Maint 1/1/11-12/31/11	4th Yr Maint. 1/1/11-12/31/11	5th Yr Maint. 1/1/12-12/31/12
<b>Finance Suite</b>	\$0	\$4,400	\$4,554	\$4,713	\$4,878
AP Electronic Check Signature	\$0	\$88	\$91	\$94	\$98
AP Positive Pay	\$0	\$330	\$342	\$354	\$366
Electronic Check Recon. From Bank Each	\$0	\$165	\$171	\$177	\$183
Purchase Orders	\$0	\$1,100	\$1,139	\$1,178	\$1,220
Project/Grant Accounting	\$0	\$1,540	\$1,594	\$1,650	\$1,707
Fixed Assets	\$0	\$1,540	\$1,594	\$1,650	\$1,707
Misc. Accounts Receivable	\$0	\$1,100	\$1,139	\$1,178	\$1,220
A/R Online Payments - Not to Exceed Amt	\$0	\$550	\$569	\$589	\$610
Central Cash Management	\$0	\$1,540	\$1,594	\$1,650	\$1,707
Cash Receipt Import - Park & Rec "RecWare Software System"	\$0	\$375	\$388	\$402	\$416
Cash Receipt Import - Courts "Local KS Vendor"	\$0	\$375	\$388	\$402	\$416
Standard ESRI Interface	\$0	\$770	\$797	\$825	\$854
Licenses and Permits	\$0	\$1,540	\$1,594	\$1,650	\$1,707
Lic and Misc Permits Online Payments - Not to Exceed Amt	\$0	\$550	\$569	\$589	\$610
Code Enforcement/Citizen Tracking	\$0	\$1,540	\$1,594	\$1,650	\$1,707
Building Permits & Inspections	\$0	\$1,540	\$1,594	\$1,650	\$1,707
Building Permits Online Payments - Not to Exceed Amt	\$0	\$550	\$569	\$589	\$610
<b>Total Springbrook</b>		\$19,593	\$20,279	\$20,989	\$21,723
Database - Application Server Tier ( 10 Concurrent Users)	\$1,500	\$1,553	\$1,607	\$1,663	\$1,721
Database - Access Agents (Up to 100 Casual Users)	\$438	\$453	\$469	\$485	\$502
<b>Total Database Maintenance</b>	\$1,938	\$2,006	\$2,075	\$2,148	\$2,223
<b>Total Maintenance Costs</b>	\$1,938	\$21,598	\$22,354	\$23,137	\$23,946
Customization - See Detail		\$875	\$906	\$937	\$970
<b>Total with Warranty Period Factored in:</b>	\$1,938	\$22,473	\$23,260	\$24,074	\$24,917

\*\*\*Assumes contracts executed prior to 3/31/09. 270 Day Warranty on Maintenance so no Maintenance on Springbrook modules due in 2009. FYE = 12/31

## **EXHIBIT C**

### **Timetable**

**[NOTE this item will be completed and signed by both parties within thirty days of signing the contract.]**

## EXHIBIT D – Optional Pricing



### Optional Pricing Proposal for City of Prairie Village, KS

Application/Products	Application License Fees	Training & Consulting	Implementation Management
Payroll	\$9,000	\$9,600	\$3,600
Remote Time Card Entry	Included	\$1,200	\$600
Payroll Auto Signature	\$400		
Payroll MICR Code - 1 check	Included		
Human Resources	\$9,000	\$6,000	\$2,400
Inventory	\$8,000	\$3,600	\$1,200
Utility Billing Suite	tbd	tbd	tbd
Direct Debit	Included		
Device Maintenance Management	Included		
Standard Meter Reading Interface	tbd	tbd	tbd
Web Based UB Payments - License	tbd	tbd	tbd
Special Assessments' L.I.D's	\$8,000	\$1,800	\$1,200
Parking Ticket Management	\$5,500	\$1,200	\$600
Standard Laserfiche Integration	\$4,500		
Custom Document Imaging Interface	tbd		
Custom GIS Interface	tbd		
Positive Pay/Each (AP/PR)	\$1,500		
Custom AP/PR Checks Each (Estimate)	\$6,000 - \$10,000		
Custom UB Bills/Notices Each (Estimate)	\$6,000 - \$10,000		
Lock Box Interface	\$1,500		
ESRI Consulting (10 Hours)			\$1,500
Standard IVR Payment Interface	\$3,500		
Bill Payment Consolidation Interface	\$1,500		
Work Order Management	\$12,000	\$7,200	\$3,600
Work Order Work Flow Processing Set-up	Included	\$600	\$600
Maintenance Scheduling	\$3,000	\$600	\$300
Electronic Check Recon. From Bank/Each	\$750		
Postal Address Certification Software	tbd		
Progress RDBMS by Progress Software	\$6,000		
Real Time Cash Receipt Import	\$5,500		
Remittance Processing Interface	\$1,500		
Financial Interface from UB (GL Shell)	\$1,500	\$1,200	\$600
BP Handheld	\$3,500		

Prices valid thru 1/31/2010

If Sequel is selected as database, customer is responsible for the purchase of MS-SQL client and server licenses

Pricing is based on standard contract - deviation from standard contract terms may result in modified prices.

Training and BPS Estimates do not include travel time or expenses.

Monthly Rental and Leasing Options are available

**1. SUMMARY**

1.1. This contract agreement documents additional services that are not identified in the Software License Agreement (SLA) and the Software Maintenance Agreement (SMA). These services were identified as part of the Business Process Study conducted with the client. This document outlines the specific additional services being provided above and beyond Springbrook's (Vendor) products and services. The additional costs for these items will be identified in either this document, the SLA and/or the SMA.

**2. SCOPE**

2.1. This document defines specific services that are being offered to the client that were not included in the Software License Agreement or the Software Maintenance Agreement. These additional services which may include but are not limited to; Customer Specific Product Modifications, Conversion Services, Training Services, Consulting Services, and Data Entry Services.

2.2. In addition the client stipulates that the services identified in this agreement represent all of the required services that are not part of the Software License agreement and the Software Maintenance Agreement. Both parties understand that additional items may be identified during the implementation or after the implementation. Such items may require that a change order be completed.

**3. PRODUCTS REVIEWED WITH CUSTOMER AS A PART OF THIS BUSINESS PROCESS STUDY**

3.1.1. The products identified in Table A are the subject of this statement of work.

<input checked="" type="checkbox"/> Finance Suite (GL)	<input type="checkbox"/> Utility Billing (UB)	<input type="checkbox"/> Special Assessments (SA)
<input checked="" type="checkbox"/> Accounts Payable (AP)	<input type="checkbox"/> Inventory (IC)	<input checked="" type="checkbox"/> Building Permits
<input checked="" type="checkbox"/> Clearing House (CH)	<input type="checkbox"/> Human Resources (HR)	<input type="checkbox"/> Bids and Quotes (BQ)
<input checked="" type="checkbox"/> Bank Reconciliation (BR)	<input checked="" type="checkbox"/> Fixed Assets (FA)	<input type="checkbox"/> Contract Administration (CA)
<input checked="" type="checkbox"/> Purchase Orders (PO)	<input type="checkbox"/> Work Orders (WO)	<input type="checkbox"/> Fleet Maintenance
<input checked="" type="checkbox"/> Requisitions	<input type="checkbox"/> Payroll (PR)	<input checked="" type="checkbox"/> Budgeting
<input checked="" type="checkbox"/> Project/Grant Management (PM)	<input checked="" type="checkbox"/> Licenses and Permits (LP)	
<input checked="" type="checkbox"/> Accounts Receivables (AR)	<input checked="" type="checkbox"/> Code Enforcement (CE)	
<input checked="" type="checkbox"/> Central Cash/POS	<input type="checkbox"/> Parking Tickets (PT)	

Table A

**4. ADDITIONAL SERVICE**

4.1. The following additional Services or conditions have been identified as a result of the Business Process Study. The Client Request column is reference only. The actual agreed to disposition of each item is documented in the Vendor Response column.

4.2. The vendor response column in section four outlines delivery dates for some items. These dates are based on the vendor and the clients good faith estimates on when those services, products or features can be implemented. The vendor and the client will make its best reasonable business effort to meet those dates. In the event that vendor or the client fails to deliver on one of those dates it will not constitute a breach of this agreement.



#	Prairie Village Request	Vendor Response 8/10
Fin-1	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to adding descriptive information to a budget revision to allow users to easily identify the contents in the budget revision. For example, instead of just a number, users could enter a description such as "Budget Submitted by Departments", "Budget After State Funding Cuts", etc. The budget revision number as well as the description can be seen at the same time on a list of available budget revisions. The ability to see the number and description together will allow users to identify the various scenarios saved in the system.</p>	<p>Vendor has incorporated the following functionality as an enhancement to the Extended budgeting process:</p> <ul style="list-style-type: none"> <li>• A Budget Revision Type has been added to a budget Revision. There is a one to one relationship between a specific revision number and a specific Revision Type.</li> <li>• The Revision Type field is limited to 30 characters.</li> <li>• The Revision Type field will only be viewable when selecting a budget revision.</li> <li>• The budget Revision Type will be entered when creating a new budget revision.</li> <li>• Users with the authority to create new revisions will have the ability to edit the budget revision type.</li> </ul> <p>This functionality is available in version 7.06.</p>
Fin-2	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to add an originator field to the budget revision to denote who or what department a budget revision came from. This originator field shall be included on the screen at the same time as the revision number and the revision description field described in item 1 above.</p>	<p>Vendor has incorporated the following functionality as an enhancement to the Extended Budgeting process in version 7.06:</p> <ol style="list-style-type: none"> <li>1. Add a Home Department to the Budget Entry.</li> <li>2. The Home Department will limit users that can edit the Entry.</li> <li>3. Home Department will be selected from the system-wide Department Table.</li> <li>4. Home Department will display the Department Number and not the description.</li> <li>5. Users with the authority to create a new entry will have the ability to input the Home Department during the setup process.</li> </ol> <p>Vendor will consider incorporating as an Enhancement to the standard product the following changes to the Extended budgeting process:</p> <ol style="list-style-type: none"> <li>1. Modify the budget selection and display to show the following:             <ol style="list-style-type: none"> <li>a. Budget Year</li> <li>b. Budget Revision Name and number</li> <li>c. Budget Entry Name and number</li> </ol> </li> </ol> <p>Not on development schedule. No estimated availability date.</p> <p>See Springbrook Software Development Disclaimer</p>
Fin-3	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to add functionality to the budget entry screen to allow users to drill down into last year's budget detail. The City builds its budget with detail items that roll up to a total for the account number. For example, in the 2010 Training line, there would be a line for the Springbrook National User Conference and \$1,000 in the dollar amount field, a line for the Fall KSGFOA Conference and \$500 in the dollar amount field and a line for ADP Year End Training and \$100 in the dollar amount field. These items would roll up into the total for the 2010 Training account number so that the total 2010 budget for the Training Account number would be \$1,600. When building the 2011 budget, users would be able to drill down on the Training account number and see those three items and the corresponding dollar amounts for 2010.</p>	<p>Vendor has incorporated the following functionality as an Enhancement to Extended Budgeting:</p> <ol style="list-style-type: none"> <li>1. The ability to drill down from the budget entry screen to the budget detail for the prior year adopted budget for the same account number.             <ol style="list-style-type: none"> <li>a. Drill Down will be to the GL Account Maintenance Screen. From the Extended Budget tab the user can drill down to the prior year Extended Budget detail.</li> <li>b. Drill Down will access only the Revision set in GL Utilities as the Extended Budgeting Reference.</li> </ol> </li> <li>2. Budget amounts and detail will need to be manually keyed to the current budget revision.</li> <li>3. The budget detail will display the description and amount for each detail item as they were keyed in the prior year.</li> <li>4. Users with authority to view revisions will be able to review budget amounts.</li> </ol> <p>Available as of 07/2009.</p>

Fin-4	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to add two additional accounting periods, period 14 and period 15. Activity in accounting periods 14 and 15 will become part of the general ledger balances for that fiscal year.</p>	<p>Vendor has incorporated the following functionality as an Enhancement to allow for accounting periods 14 and 15:</p> <ol style="list-style-type: none"> <li>1. Accounting periods 14 and 15 have been added to the system for Adjustment type journal entries only.</li> <li>2. Accounting periods 14 and 15 will become part of the general ledger balances for the fiscal year.</li> <li>3. Reports from the Query Manager will allow reporting for accounting periods 14 and 15.</li> <li>4. Query Manager fields for periods 14 and 15 will be the same as for other accounting periods.</li> </ol> <p>This functionality is available as of 7/2009.</p>
Fin-5	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to add journal entry types for Governmental Accounting Standards Board (GASB) and Comprehensive Annual Financial Report (CAFR) reporting. These journal entry types would be for reporting only and will not have a permanent effect on the actual general ledger balances. For example, the City does not record a liability for the amount of bonds outstanding in the fund financial statements. However, for the government-wide financial statements, Generally Accepted Accounting Principles (GAAP) require that the City show the amount of bonds outstanding on the Statement of Net Assets. The amount of bonds outstanding must be broken out between the portion due within one year and the long-term portion due in more than one year. The GASB/CAFR adjustments for the government wide financial statements are only made at year end when preparing the GAAP financial statements. The government-wide statement adjusting entries should not affect the fund financial statements and shall not be included in balances that roll forward to the next fiscal year. The GASB/CAFR journal entry type would allow the City to make the adjustments necessary to prepare the government-wide statements within the system and use system generated reports instead of in Excel and not affect the general ledger balances for the fund financial statements, which is the basis of accounting for the day-to-day City operations.</p>	<p>Client has requested that Journal entry types be added for Government Accounting Standards Board (GASB) and Comprehensive Annual Financial Reports (CAFR) Reporting. Springbrook is considering a new product or enhancements to the existing product to handle this functionality but cannot commit to a delivery or final functionality at this time. See Springbrook Development Disclaimer.</p> <p>Current functionality could be utilized to accomplish this reporting.</p> <ol style="list-style-type: none"> <li>1. Journal Entries can be posted as adjustments to a period (e.g. period 14 or 15) not utilized for actual general ledger balance posting. These journal entries would not be committed/posted.</li> <li>2. CAFR reports can be run utilizing these uncommitted journal entries to obtain the reporting needed. The system provides the option to run reports including uncommitted journal entries.</li> <li>3. The CAFR journal entries could be deleted or remain as uncommitted if desired.</li> </ol>
Fin-6	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to add the general ledger account description/name to screens where the general ledger account number is displayed throughout the system. For example in the purchase order approval screen, the account number is displayed, but not the account description/name. For a manager who is not familiar with the account numbers, it is difficult for them to know that they are approving the correct account for the purchase without having to go through additional steps to look up the number to get the description/name. Throughout the system the situation is the same on various inquiry screens. The inquiry screens would be more effective for users if the description/name appeared with the account number.</p>	<ol style="list-style-type: none"> <li>1. Vendor has incorporated the following functionality as an Enhancement to the general ledger search screens: GL account number will include the account description. This functionality is included in the following search windows:             <ol style="list-style-type: none"> <li>a. AP Invoice Entry</li> <li>b. Purchase Order Entry</li> <li>c. Requisition Entry</li> <li>d. Payroll timecard entry</li> <li>e. Payroll maintenance windows that allow account numbers to be added.</li> <li>f. Journal Entry data entry</li> <li>g. AR Fee Code setup</li> <li>h. PO Workflow – Allows user to view either the PO Proof List or the PO Budget Proof List. Both of these reports have the GL Account and GL Account Description listed. In addition, the approver can drill down to a read-only view of the PO.</li> <li>i. AP Invoice Workflow – Allow user to view the Invoice Proof List. This report lists the GL Account and GL Account Description.</li> </ol> </li> </ol>
AP-1	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to change the functionality of the Accounts Payable module to allow the</p>	<p>Vendor has incorporated the following functionality as an Enhancement to the Accounts Payable System:</p>

	customer to set up the system to automatically assign the vendor number. The City requires that the system automatically assign the vendor number when a new vendor record is created.	<ol style="list-style-type: none"> <li>1. The system will automatically assign the next available vendor number to a new vendor upon saving the vendor maintenance screen.</li> <li>2. Skipped numbers will not be filled in; the number assigned will be the first number after the highest number currently assigned to vendors.</li> <li>3. Auto assignment of numbers will not be allowed if any alpha-numeric vendor numbers are in place. No alpha-numeric vendor numbers will be allowed.</li> <li>4. Client understands that conversion of legacy data to Vendor system may require that vendor numbers be re-assigned to ensure no duplicates.</li> </ol> <p>This functionality is available as of 07/2009.</p>
AP-2	In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to change the functionality of the vendor file to provide the ability to store more than one address to send the check to and during invoice entry, to provide the ability to select one of the "non-default" addresses. For example, the City uses AT&T for several telecommunications services. The bills for these services have multiple remittance addresses, but they are all the same vendor. The City requires that the system allow a single vendor record for AT&T with multiple remit to addresses and that the system allow the user entering the invoice to be paid to select the remit to address during invoice entry if the address is not the one set as the default remit to address. This functionality would allow the City to more easily track all payments made to AT&T.	Client has requested support for multiple mailing addresses for checks to be attached to unique vendors. Currently the product does not support this. Since this change requires database modifications Vendor cannot support this as a customization of the product. Vendor will consider it for a future Enhancement. Vendor will work with client to determine alternate methodologies that are supported by the standard product. See Springbrook Development Disclaimer.
AP-3	In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to provide the ability to set a default IRS Form 1099-MISC type that corresponds to the box on the 1099-MISC form where the dollar amount for that vendor type would be reported. For example, a vendor whose activity is considered non-employee compensation would have their dollar amount reported in box 7 on the 1099-MISC. The software would allow the user to indicate the vendor type as "non-employee compensation" and would automatically print their dollar amount in box 7 on the 1099-MISC form.	<p>Vendor has incorporated the following functionality as an Enhancement to 1099 reporting:</p> <ol style="list-style-type: none"> <li>1. Vendor has added functionality to default new vendor 1099 IRS types to 1099-Misc.</li> <li>2. The system will not default the new vendor to receive a 1099.</li> <li>3. The default current 1099 type from the vendor will be included in the invoice entry screen when new lines are added.</li> <li>4. The default 1099 type included on the invoice line can be changed by the user during invoice entry.</li> </ol> <p>This functionality is available in release 7.06.</p>
AP-4	In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that would allow invoices be entered remotely (not in Finance), go through an approval routing and be paid by Finance. The functionality would allow Images of the invoice to be attached to the invoice entry in the system. For example, Suzanne in Public Works would enter an invoice, attach a PDF of the invoice to the entry, it would route to Bob, the Public Works Director, for approval and then route to Finance to be paid with other invoices. The system would retain the record of the entry and approval. This process would be similar to the requisition or purchase order process.	<p>Vendor has incorporated the following functionality as an Enhancement to the invoice entry process:</p> <ol style="list-style-type: none"> <li>1. Client can grant access to Remote users for Invoice Entry screen and Proof List functions.</li> <li>2. Attachments can be scanned using an outside scanner and attached to invoices during the entry process.</li> <li>3. Client defined workflows will be generated in the Invoice Entry process after the Proof List is completed and routed to the correct area for approval</li> <li>4. Finance would have permission to finish the process.</li> </ol> <p>This functionality is available as of 7/2009.</p>
AP-4A	See AP-4	Vendor will assist the client in setting up a workflow for approval of Invoices. Scope of this service is limited to:

		<ol style="list-style-type: none"> <li>1. Workflows that follow payroll positions and departmental structure.</li> <li>2. Workflows limited to a single approver for a fund - currently five funds.</li> <li>3. Workflows initiated by multiple account numbers are not included in this offering.</li> </ol>
BP-1	<p>The City requires and Springbrook has agreed to allow City staff to participate in the development of the Version 7 Building Permits module and the On-line Building Permits module. It is envisioned that the City of Prairie Village will be a beta test site. This will include participation by providing feedback on the current version and what features would be beneficial in Version 7. In addition, the City of Prairie Village and Springbrook will participate in conference calls and webinars during the development process. There shall be a minimum of 5 conference calls/webinars during the development process.</p>	<p>Client has requested to be on the advisory committee for the Building Permits and Online Building Permits.</p> <ol style="list-style-type: none"> <li>1. As of June 22<sup>nd</sup> 2009 Vendor is in the Functional Analysis Phase of the Building Permit project. This phase has been concluded. Any suggestions or input into this application after this date will be considered for future enhancement.</li> <li>2. Building Permits is currently in development as of July 27<sup>th</sup>.</li> <li>3. Client will be notified when Advisory Committees will be created for on-line Building Permits. Client will be included in future Building Permit Advisory Committees.</li> <li>4. Client has request to be a Beta site for BP and online BP. Vendor will consider this request. Beta sites will be chosen at the discretion of the Vendor.</li> <li>5. Functionality for online payments will require client to sign merchant agreements with Vendor authorized providers.</li> </ol>
BP-2	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that will allow a building permit to initially be an application and then become a permit once the City's criteria are met. Certain criteria must be met before a permit is issued. City staff need the ability to track the application until it becomes an official permit. For instance, when an applicant applies for a permit online the Version 7 shall track the application through the approval process and then upon completion of the approval process, Version 7 should assign a permit number while still maintaining the initial application number.</p>	<p>Vendor will incorporate as an Enhancement to the standard Building Permits application the following changes:</p> <ol style="list-style-type: none"> <li>1. Add functionality to allow a building permit to initially be an application, becoming a permit once application criteria are met. <ol style="list-style-type: none"> <li>a. The initial release will not have automation associated with the process.</li> </ol> </li> <li>2. A status called Application will be added to the system.</li> <li>3. Payments and deposits can be applied to an application.</li> <li>4. Approval step information can be added to an Application.</li> <li>5. Permit numbers will be assigned once the application has been approved. A button will be added to the top of the application that will convert the application to a permit. Client will have the choice to auto-number or manually number permits on a system setup basis.</li> <li>6. Application numbers will be retained on the permit.</li> <li>7. Users with security authority will be allowed to enter and modify application data prior to the application becoming a permit.</li> </ol> <p>Estimated to be available 1/2010. See Springbrook Development Disclaimer.</p>
BP-3	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that will allow address validation. The City requires that the address be selected by staff from a pre-populated list vs. typing the address in. The list will be populated with data provided by the Johnson County AIMS property data system via a download into the Springbrook software on a regular basis. For instance, staff could start with the address 9324 and the software would provide a pull down list of all the 9324s in the City – like a Google search. The functionality shall provide the ability for the system to retain an owner history file on each parcel. The history will come from Johnson County AIMS property data system download. The software functionality shall also provide that only users with the proper security can make changes to the address data. Valuation data and legal description shall be included in the download.</p>	<p>Create a custom import to the Vendor Lot table to import new lots and modify Lot data from a file obtained from the County system. The vendor lot table is used by Building Permits, Code and Contact Management (Code Enforcement), Utility Billing and License and Permits. Custom functionality will include:</p> <ol style="list-style-type: none"> <li>1. A Custom development charge and on-going maintenance charges will be associated with this custom import.</li> <li>2. A custom import of County Lot data will be created.</li> <li>3. Client will work with Vendor to map County lot record fields to available system fields.</li> <li>4. System Security can be used to prevent users from creating and/or editing lot information.</li> <li>5. The user performing the import will be required to have the security right to create and modify lots.</li> <li>6. Data will be imported to system by City personnel using a custom</li> </ol>

		<p>import window that will require the user to navigate to an import file located on client's servers or desktop.</p> <ol style="list-style-type: none"> <li>7. It will be the City's responsibility to obtain the file from the County in the format required by the import.</li> <li>8. A change order with associated fees will be required if the file format changes in the future.</li> <li>9. Data imported will update using the Parcel or Tax ID Number to match records.</li> <li>10. Import data will override data that is in the Vendor tables, except in the case where data integrity or links to other vendor modules will be compromised.</li> <li>11. Prior to development of this custom, Client can set up to 10 simple rules to exclude records from update. Vendor will determine if the rule can be utilized.</li> <li>12. If a Proof List or Edit process is needed the enhancement costs associated with BP-3A will be assessed in addition to these custom costs.</li> <li>13. Any unmatched Parcel or Tax ID numbers on the County file encountered during the import will add a new Lot record to system.</li> <li>14. Search for a parcel will include the ability to type a portion of an address and/or street name to the lot search window. Upon using the refresh (search) icon the system will display any addresses that match the currently keyed search criteria.</li> </ol> <p>Custom will be written for version available 1/2010.</p>
BP-3A		<p>Client has requested additional functionality for the custom County lot import. The additional functionality includes:</p> <ol style="list-style-type: none"> <li>1. Import process will be created.</li> <li>2. The import process will compare current data in the software lot table to the fields on the import file. This is similar to the functionality in BP-3.</li> <li>3. Any changes and new records will be saved to a table rather than simply updating the lot record.</li> <li>4. An edit window will be created for the Client to review and edit prior to completing the import.</li> <li>5. A commit step will be added to change the edited and approved data to the lot table.</li> <li>6. This will be listed as an optional custom item with additional associated development fees.</li> <li>7. Vendor is interested in adding this process as standard to a future version of the system. This development is not currently scheduled. If the Client is able to utilize a future standard import the maintenance costs for this custom will no longer be assessed. See Springbrook Development Disclaimer.</li> </ol>
BP-4	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that would allow users to schedule inspections at specific times on a given date instead of just scheduling the inspection for a particular date. For example, City staff would be able to select 9:30am on March 1<sup>st</sup> for an inspection instead of only indicating March 1<sup>st</sup>.</p>	<p>Vendor will incorporate as an Enhancement to Building Permits the following changes:</p> <ol style="list-style-type: none"> <li>1. Allow users to schedule inspections at specific times on a given date.</li> <li>2. Vendor currently stores Required Date, Required Time, Scheduled Date, Completed Date, Completed Time, Scheduled Length (number of hours).</li> <li>3. Scheduled Time for inspections will be added.</li> <li>4. The standard Inspection Report will include the scheduled time. The Inspection report can be generated by date, permit or inspector. The system will not link to external calendars to check</li> </ol>

		<p>availability of resources.</p> <p>5. Users with the authority to create or change permit information or inspection records will have the ability to create or edit inspection time.</p> <p>Estimated to be available 1/2010. See Springbrook Software Development Disclaimer.</p>
BP-5	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality to allow for multiple status indications for a permit. For example, the permit status would indicate whether the permit was expired, pending, completed, the application was closed, a stop work order was issued, etc. The list of status indicators will be determined by City staff and shall be available to users via a drop down selection box.</p>	<p>Vendor will incorporate as a future Enhancement to Building Permits the following changes:</p> <ol style="list-style-type: none"> <li>Permits can be assigned a status</li> <li>Permits can only have one status at any given time.</li> <li>Permit status codes are user-defined and multiple codes can be setup.</li> <li>Users with the authority to edit permit information will have the ability to modify the status code on a permit.</li> <li>Users with the authority to maintain permit status codes will have the ability to create codes.</li> </ol> <p>Estimated to be available 1/2010. See Springbrook Software Development Disclaimer.</p>
BP-6	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that allows the user to attach documents to individual inspection records in addition to attaching documents to the permit as a whole.</p> <p>Example...hot water heater is self-inspected or a photo could be submitted/uploaded. Critical that it be attached to the individual inspection record rather than at the "global" archive level. As an example, school recently had 25 plumbing rough-in inspections....and is more relevant to commercial than residential.</p>	<p>Vendor will incorporate as a future planned Enhancement to Building Permits the following changes:</p> <ol style="list-style-type: none"> <li>Add the ability to attach documents to individual inspection records.</li> <li>The number of attachments to an individual inspection/issue steps record is limited by the amount of disk storage available.</li> <li>Documents can be manually added to specific inspection steps.</li> <li>Attached documents can be viewed from the inspection steps on the inspection tab of the permit.</li> <li>Users with the authority to create new or modify inspection information will have the ability to attach documents to inspection steps.</li> </ol> <p>Expected to be available 1/2010. See Springbrook Software Development Disclaimer</p>
BP-7	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to increase the size of the Parcel ID field to accommodate a parcel ID number containing twenty (20) characters that are a combination of letters, numbers and punctuation characters, such as . or -.</p>	<p>Vendor has incorporated as an Enhancement to Lot information the following changes. The system lot table is used by Building Permits, Code and Contact management (Code Enforcement), Utility Billing and License and Permits.</p> <ol style="list-style-type: none"> <li>Increase the number of characters available in the Tax Lot (Parcel ID) field to accommodate twenty (25) characters.</li> <li>The Tax Lot (Parcel ID) field can be a combination of letters, numbers and punctuation.</li> <li>Data will be sorted alpha-numerically when viewed or reported.</li> <li>Users with the authority to edit Lot information will have the ability to modify the Tax Lot (Parcel ID) field on the Lot record.</li> </ol> <p>This functionality is available 7/2009 in version 7.06.</p>
BP-8	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality to allow users to use a laptop in the field that connects to the system with an air card.</p>	<p>Client has requested that the standard application be executed from a laptop using an Air Card. Vendor cannot guarantee the performance of this configuration. Cell network Bandwidth, signal strength, availability of cell sites all contribute to the performance and are outside of the vendor's control.</p> <p>Vendor will consider adding low level functionality (Invisible to the user)</p>

		<p>that will help mitigate the effects of these types of networks. Even with these Enhancements Vendor cannot guarantee adequate performance levels.</p> <p>Estimated available date first quarter 2010.</p> <p>See Springbrook Software Development Disclaimer</p>
BP-9	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality to allow the letters and forms to be attached directly to the individual permit records during the letter/form creation process.</p>	<p>Vendor will consider incorporating the following functionality as an Enhancement to Building Permits.</p> <ol style="list-style-type: none"> <li>1. Allow letters and forms to be attached directly to the individual permit records during the letter/form creation process.             <ol style="list-style-type: none"> <li>a. Letters will be accessible but not directly attached.</li> <li>b. Individual letters can be attached directly to individual permits.</li> <li>c. Letters created in a bulk letter process cannot be attached directly to an individual permit.</li> <li>d. Letters created in a bulk letter process can be archived in the batch and retrieved at a later date.</li> </ol> </li> <li>2. Letters can be viewed from the transaction history screen.</li> <li>3. Users with the authority to edit permit information will have the ability to view letters.</li> </ol> <p>No availability dates. See Springbrook Software Development Disclaimer</p>
BP-10	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that will generate a Certificate of Occupancy (CO) or a Temporary Certificate of Occupancy (TCO) as a result of the permit process. The software will include check boxes to indicate if it is a CO or a TCO. If it is a TCO, there will be a field to indicate the expiration date of the TCO.</p>	<p>Vendor will incorporate as a future Enhancement to Building Permits the following changes:</p> <ol style="list-style-type: none"> <li>1. Add functionality to generate a Certificate of Occupancy (CO) or Temporary Certificate of Occupancy (TCO) as a result of the permit process.             <ol style="list-style-type: none"> <li>a. This process will be handled utilizing a separate status on the permit when a CO or TCO is issued.</li> <li>b. A TCO will have an expiration date available to be entered.</li> </ol> </li> <li>2. The TCO or the CO will be tied to the unique permit</li> <li>3. Each Permit can have one TCO and one CO attached to it.</li> <li>4. System will store the expiration date of the TCO.</li> <li>5. A TCO Expiration Report will be standard.</li> <li>6. TCO's and dates can be utilized to generate letters in the letter process. TCO's can also be printed directly from the individual permit. Current functionality will automatically attach the form printed from the permit to the permit.</li> <li>7. Vendor will work with Client to store multiple TCO data on commercial permits using standard software functionality.</li> <li>8. Users with the authority to edit permit information will have the ability to modify the CO and TCO information.</li> </ol> <p>Expected availability date 1/2010.</p> <p>Vendor will consider adding functionality in the future to allow multiple TCO and CO recording and will work with Client to assist with current functionality. This future functionality may involve utilizing a master permit to group permits to one unit. This functionality is not currently planned.</p> <p>See Springbrook Software Development Disclaimer</p>
BP-11	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to</p>	<p>Vendor will incorporate as an Enhancement to Building Permits the</p>

	<p>include functionality that allows City staff to indicate when a customer account is no longer active. The functionality would allow users to search the customer database excluding the inactive accounts or including the inactive accounts, depending on the user's preference. When the customer record is marked inactive, the customer's information shall still appear on permit records which involved that customer.</p>	<p>following changes:</p> <ol style="list-style-type: none"> <li>1. Add an "active/inactive" field on the customer record.</li> <li>2. The Central Search screen will allow searches by Active/Inactive Status.</li> <li>3. Active/Inactive status will only be used to determine whether or not records display using the default search options.</li> <li>4. Users with the authority to edit Customer information will have the ability to modify the "active/inactive" field in the Customer record.</li> </ol> <p>Expected release 03/2010. See Springbrook Software Development Disclaimer</p>
<p>BP-12</p>	<p>Springbrook commits to allowing City staff to participate in the development of the Online Building Permit Module components. It is envisioned that the City of Prairie Village will be a beta test site. In addition, the City of Prairie Village and Springbrook will participate in conference calls and webinars during the development process.</p>	<p>Client has requested to be on the advisory committee for the Online Building Permits.</p> <ol style="list-style-type: none"> <li>1. Client will be notified when Advisory Committees will be created for the application. Client will be included in the Client Advisory Committee.</li> <li>2. Vendor will determine when and if webinars and conference calls will be included with the advisory committee.</li> <li>3. Advisory committee suggestions will be considered as Enhancements to the product.</li> <li>4. Client has requested to be a Beta site for these applications. Client will be required to Sign a Beta Test Agreement prior to becoming a beta test site.</li> <li>5. Beta sites will be chosen at the sole discretion of the Vendor.</li> <li>6. Functionality requiring online payments will require client to sign merchant agreements with Vendor authorized providers. See Springbrook Software Development Disclaimer</li> </ol>
<p>BP-13</p>	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that allows for residents/contractors to sign-on under a password protection system to see the status of inspections and permits, and request inspection appointments. The module shall also include functionality that would allow permit status updates to be sent via e-mail to the resident/contractor as well as various staff members. Version 7 shall also provide the ability for a contractor/resident to upload photographs of re-inspection requirements and/or documents that are required as part of the building permit process. For example, a contractor should be able to attach building plans to an initial permit so that plan review could be conducted prior to the issuance of a permit. Another example would be if a contractor was instructed to provide photographs of a correction such as showing that an electrical panel has been installed, Version 7 shall provide the ability for the contractor to update information related to a specific inspection.</p>	<p>Client has requested the following functionality for online BP that is not listed as currently planned for the initial release:</p> <ol style="list-style-type: none"> <li>1. Permit status updates sent via e-mail.</li> <li>2. Ability to upload attachments online.</li> </ol> <p>Development for online BP is not currently scheduled.</p> <p>Vendor anticipates the following functionality in the initial release.</p> <ol style="list-style-type: none"> <li>1. Secure login to online BP system.</li> <li>2. User can view permit master information.</li> <li>3. User can make payment online using e-check or credit card.</li> <li>4. User can view inspection history.</li> <li>5. Projected release date Summer 2010.</li> </ol>
<p>BP-14</p>	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that will allow residents/contractors to pay for permits on-line using a credit card or an ACH bank draft. The on-line payment portion of the system shall be Payment Card Industry Data Security Standard (PCI DSS) compliant.</p>	<p>Development is not currently scheduled</p> <p>Initial on-line Building Permit product will likely include:</p> <ol style="list-style-type: none"> <li>a. Secure login to online BP system.</li> <li>b. User can view permit master information.</li> <li>c. User can make payment online using e-check or credit card.</li> <li>d. User can view inspection history.</li> <li>e. Projected release date Summer 2010.</li> </ol>



		See Springbrook Software Development Disclaimer.
BP-15	In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that allows for the submission of permits on line by residents or contractors. City staff will have the ability to select which permits could be submitted on-line and outline which documents are required to allow for the permit to be issued. The documents should be able to be uploaded and attached to the application as part of the process..	<p>Client has requested the following functionality for online BP that is not listed as currently planned for the initial release:</p> <ol style="list-style-type: none"> <li>1. Ability for attachments to be uploaded to the online system.</li> </ol> <p>Development is not currently scheduled</p> <p>Initial on-line Building Permit product will likely include:</p> <ol style="list-style-type: none"> <li>a. Secure login to online BP system.</li> <li>b. User can view permit master information.</li> <li>c. User can make payment online using e-check or credit card.</li> <li>d. User can view inspection history.</li> <li>e. Projected release date Summer 2010.</li> </ol>
CE-1	Springbrook commits to allowing City staff to participate in the development of the Version 7 Code Enforcement/Contact Management module and the related on-line module. It is envisioned that the City of Prairie Village will be a beta test site. This will include participation by providing feedback on the current version and what features would be beneficial in Version 7. In addition, the City of Prairie Village and Springbrook will participate in conference calls and webinars during the development process. There shall be a minimum of 5 conference calls/webinars during the development process.	<p>Client has requested to be on the advisory committee for Contact Management.</p> <ol style="list-style-type: none"> <li>1. Initial development of the CM module has been completed.</li> <li>2. The CM module is currently in Beta.</li> <li>3. The suggestions included in this document will be considered as Enhancements to the product.</li> <li>4. Client will be included in any future Client Advisory Committees.</li> </ol>
CE-2	In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that will allow address validation. The City requires that the address be selected by staff from a pre-populated list vs. typing the address in. For instance, staff could start with the address 9324 and it would provide a pull down list of all the 9324s in the city – like a Google search. The list will be populated with data provided by the Johnson County AIMS property data system via a download into the Springbrook software on a regular basis. The functionality shall provide the ability for the system to retain an owner history file on each parcel. The history shall come from the Johnson County AIMS property data download. The software shall also provide that only users with the proper security can make changes to the address data. Valuation data and legal description shall be included in the download.	<p>Create a custom import to the Vendor Lot table to import new and changes to Lots from a file obtained from the County system. The vendor lot table is used by Code and Contact Management (Code Enforcement). Custom functionality will include:</p> <ol style="list-style-type: none"> <li>1. A Custom development charge and on-going maintenance charges will be associated with this custom import.</li> <li>2. A custom import of County Lot data will be created.</li> <li>3. Client will work with Vendor to map County lot record fields to available system fields.</li> <li>4. System Security can be used to prevent users from creating and/or editing lot information.</li> <li>5. The user performing the import will be required to have the security right to create and modify lots.</li> <li>6. Data will be imported to system by City personnel using a custom import window that will require the user to navigate to an import file located on client's servers or desktops.</li> <li>7. It will be the City's responsibility to obtain the file from the County in the format required by the import.</li> <li>8. A change order with associated fees will be required if the file format changes in the future.</li> <li>9. Data imported will update using the Parcel or Tax ID Number to</li> </ol>

		<p>match records.</p> <ol style="list-style-type: none"> <li>10. Import data will override data that is in the Vendor tables, except in the case where data integrity or links to other vendor modules will be compromised.</li> <li>11. Prior to development of this custom, Client can set up to 10 simple rules to exclude records from update. Vendor will determine if the rule can be utilized.</li> <li>12. If a Proof List or Edit process is needed the enhancement costs associated with BP-3A will be assessed in addition to these custom costs</li> <li>13. Any unmatched Parcel or Tax ID numbers on the County file encountered during the import will add a new Lot record to system.</li> <li>14. Search for a parcel functionality will include the ability to type a portion of an address and/or street name to the lot search window. Upon using the refresh (search) icon the system will display any addresses that match the currently keyed search criteria.</li> </ol> <p>Custom will be written for version available 1/2010.</p>
CE-3	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality to allow for multiple status indications for a case. For example, case expired, pending, completed, closed, court citation and status of court case, etc. The list of status indicators will be determined by City staff and shall be available to users via a drop down selection box.</p>	<p>Vendor has incorporated to Code Enforcement the following functionality:</p> <ol style="list-style-type: none"> <li>1. Issues can be assigned a status</li> <li>2. Issues can only have one status at a given time.</li> <li>3. Issues status codes are user defined and multiple codes can be setup.</li> <li>4. Users with the authority to edit Issues information will have the ability to modify the status codes on Issues.</li> <li>5. Users with the authority to maintain Issue status codes will have the ability to create codes.</li> </ol> <p>This functionality is available in release 7.06.</p>
CE-4	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality allowing for multiple code violations on a single case. For example, the case is started with a report of tall grass. When the Code Enforcement Officer inspects the property, she also finds an inoperable vehicle. This second violation would be added to the case. Any letters generated for the case would include reference to both violations. Version 7 shall allow for modification of standard letters and then for the modified letter to be saved and attached to the case file from the software.</p>	<p>Client has requested that multiple code violations be attached to a single issue. The Vendor system does not support this. Vendor will create the following custom modification:</p> <ol style="list-style-type: none"> <li>1. A custom letter process will be created in the Code Enforcement module.</li> <li>2. Issues will be combined to create one letter.</li> <li>3. This functionality may not be applied to Client created mail merge Word documents. If not, the Client will need to work with the Vendor to set up a Crystal Report to complete this process.</li> <li>4. Issues will be combined based on the unique customer or the unique lot. The Client will be able to select the issues to be included by customer or lot.</li> <li>5. Client will be able to filter by date range or status.</li> <li>6. Additional charges will apply for this custom process.</li> </ol>
CE-5	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality to allow the City to add the code sections to the system so that they can be selected from a pull down list in the case record and included on code violation letters.</p>	<p>Client has requested that code violation information be included on code violation letters. The Code Enforcement module supports the input of ordinances into the Issue Type table.</p> <ol style="list-style-type: none"> <li>1. The client can set this information up in the Issue Type maintenance section in the ordinance field.</li> <li>2. The ordinance field allows up to 1000 characters. Vendor will consider increasing this in a future release. See Springbrook Software Development Disclaimer.</li> <li>3. This information is available for mail merge processes when creating violation letters.</li> <li>4. Information can be modified by any user that has security</li> </ol>

		<p>permission to modify a CM Issue. This functionality is available in version 7.06.</p>
CE-6	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that allows the user to attach documents to individual inspection records, court proceedings, etc. in addition to attaching documents to the case as a whole.</p>	<p>Client has requested an Enhancement to the Code Enforcement module to include the following changes listed below. This request has been logged into the Vendor tracking system. This functionality is not currently planned. See Springbrook Software Development Disclaimer.</p> <ol style="list-style-type: none"> <li>1. Add the ability to attach documents to individual issue steps records.</li> <li>2. The number of attachments to an individual inspection/issue steps record is limited by the amount of disk storage available.</li> <li>3. Documents can be added to specific issue steps.</li> <li>4. Attached documents can be viewed from the issue steps.</li> <li>5. This request has been logged to Vendor tracking system.                         <ul style="list-style-type: none"> <li>• All attachments are currently attached at the issue level.</li> </ul> </li> </ol> <p>Current functionality allows user to view the document attachment date when selecting the document from the list of attached documents. Creating a naming convention for attached documents will assist the Client in associating attachments with issue steps. See Springbrook Software Development Disclaimer</p>
CE-7	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to increase the size of the Parcel ID field to accommodate a parcel ID number containing twenty (20) characters that are a combination of letters, numbers and punctuation characters, such as . or -.</p>	<p>Vendor has incorporated as an Enhancement to Lot information the following changes. The vendor lot table is used by Code and Contact Management (Code Enforcement).</p> <ol style="list-style-type: none"> <li>1. Increase the number of characters available in the Parcel ID field to accommodate twenty (25) characters.</li> <li>2. The Parcel ID field can be a combination of letters, numbers and punctuation.</li> <li>3. Data will be sorted alphanumerically when viewed or reported.</li> <li>4. Users with the authority to edit Lot information will have the ability to modify the Parcel ID field on the Lot record.</li> </ol> <p>This functionality is available 7/2009.</p>
CE-8	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality to allow users to use a laptop in the field that connects to the system with an air card.</p>	<p>Client has requested that the standard application be executed from a laptop using an Air Card. Vendor cannot guarantee the performance of this configuration. Cell network Bandwidth, signal strength, availability of cell sites all contribute to the performance and are outside of the vendor's control.</p> <p>Vendor will consider adding low level functionality (Invisible to the user) that will help mitigate the effects of these types of networks. Even with these Enhancements Vendor cannot guarantee adequate performance levels.</p> <p>Estimated available date first quarter 2010. See Springbrook Software Development Disclaimer</p>
CE-9	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to</p>	<p>Vendor will consider incorporating as an Enhancement to Contact Management the following change. See Springbrook Software</p>

	include functionality to allow letters and forms to be attached directly to the individual license records during the mail merge process. Instead of the merge taking place and staff going through the merged Word file and attaching the individual letters, the software will automatically attach the form for an individual record to the individual record.	<p>Development Disclaimer.</p> <ol style="list-style-type: none"> <li>1. Allow letters and forms to be attached directly to the individual issue records during the letter/form creation process.             <ol style="list-style-type: none"> <li>a. Letters will be accessible but not directly attached.</li> <li>b. Individual letters can be attached directly to individual issues.</li> <li>c. Letters created in a bulk letter process cannot be attached directly to an individual issue.</li> <li>d. Letters created in a bulk letter process can be archived in the batch and retrieved at a later date.</li> </ol> </li> <li>2. Letters can be viewed from the transaction history screen.</li> <li>3. Users with the authority to edit issue information will have the ability to view letters.</li> </ol> <p>No availability dates. See Springbrook Software Development Disclaimer</p>
CE-10	<b>Online CM Module.</b> Springbrook Software commits to allowing City staff to participate in the development of the Online Code Enforcement & Contact Management Module components. It is envisioned that the City of Prairie Village will be a beta test site. In addition, the City of Prairie Village and Springbrook will participate in conference calls and webinars during the development process.	<p>Client has requested to be on the advisory committee for the Online Contact Management module. Vendor has no current plans to develop Online CM. Vendor will consider this request for a future release. See Springbrook Software Development Disclaimer.</p> <p>Client will be included in the Client Advisory Committee when online CM is developed..</p>
CE-11	<b>Online CM Module</b> - In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that allows for residents to sign-on on-line under a password protection system to check on the status of a case.	Vendor has no current plans to develop Online CM. Vendor will consider this request for a future release. See Springbrook Software Development Disclaimer.
CE-12	<b>Online CM Module</b> -In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that allows for residents to submit cases on-line. The On-line Code Enforcement/Contact Management module shall include functionality that allows the City to send status updates on a case via e-mail. There should be the ability for the city to send multiple emails including to residents updating the status of the case and to staff members who might need to work on a particular case.	Vendor has no current plans to develop Online CM. Vendor will consider this request for a future release. See Springbrook Software Development Disclaimer.
CE-13	In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to including functionality that allows City staff to indicate when a customer account is no longer active. The functionality would allow users to search the customer database excluding the inactive accounts or including the inactive accounts, depending on the user's preference. When the customer record is marked inactive, the customer's information shall still appear on permit records which involved that customer.	<p>Vendor will incorporate as an Enhancement to Code and Contact Management (Code Enforcement) the following changes:</p> <ol style="list-style-type: none"> <li>1. Add an "active/inactive" field on the customer record.</li> <li>2. The Central Search screen will allow searches by Active/Inactive Status.</li> <li>3. Active/Inactive status will only be used to determine whether or not records display using the default search options.</li> <li>4. Users with the authority to edit Customer information will have the ability to modify the "active/inactive" field in the Customer record.</li> </ol> <p>Expected release 03/2010. See Springbrook Software Development Disclaimer</p>

CE-14	<p><b>Online CM Module</b> -In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that will allow residents to pay for code violations on-line using a credit card or an ACH bank draft. The on-line payment portion of the system shall be Payment Card Industry Data Security Standard (PCI DSS) compliant.</p>	<p>Vendor has no current plans to develop Online CM. Vendor will consider this request for a future release. See Springbrook Software Development Disclaimer.</p>
LP-1	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that will allow address validation. The City requires that the address be selected by staff from a pre-populated list vs. typing the address in. The list will be populated with data provided by the Johnson County AIMS property data system via a download into the Springbrook software on a regular basis. The functionality shall provide the ability for the system to retain an owner history file on each parcel. The history will come from Johnson County AIMS property data download. The software shall provide that only users with the proper security can make changes to the address data.</p>	<p>Create a custom import to the Vendor Lot table to import new and changes to Lots from a file obtained from the County system. The vendor lot table is used by License and Permits. Custom functionality will include:</p> <ol style="list-style-type: none"> <li>1. A Custom development charge and on-going maintenance charges will be associated with this custom import.</li> <li>2. A custom import of County Lot data will be created.</li> <li>3. Client will work with Vendor to map County lot record fields to available system fields.</li> <li>4. System Security can be used to prevent users from creating and/or editing lot information.</li> <li>5. The user performing the import will be required to have the security right to create and modify lots.</li> <li>6. Data will be imported to system by City personnel using a custom import window that will require the user to navigate to an import file located on client's servers or desktops.</li> <li>7. It will be the City's responsibility to obtain the file from the County in the format required by the import.</li> <li>8. A change order with associated fees will be required if the file format changes in the future.</li> <li>9. Data imported will update using the Parcel or Tax ID Number to match records.</li> <li>10. Import data will override data that is in the Vendor tables, except in the case where data integrity or links to other vendor modules will be compromised.</li> <li>11. Prior to development of this custom, Client can set up to 10 simple rules to exclude records from update. Vendor will determine if the rule can be utilized.</li> <li>12. If a Proof List or Edit process is needed the enhancement costs associated with BP-3A will be assessed in addition to these custom costs</li> <li>13. Any unmatched Parcel or Tax ID numbers on the County file encountered during the import will add a new Lot record to system.</li> <li>14. Search for a parcel will include the ability to type a portion of an address and/or street name to the lot search window. Upon using the refresh (search) icon the system will display any addresses that match the currently keyed search criteria.</li> </ol> <p>Custom will be written for version available 1/2010.</p>
LP-2	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that would allow there to be multiple pets listed on one renewal form. For example, if an owner has three (3) pets, he/she would receive one renewal form with all three pets listed.</p>	<p>Client has requested that multiple pet licenses be attached to a single renewal letter. The Vendor system does not support this. Vendor will create the following custom modifications:</p> <ol style="list-style-type: none"> <li>1. A custom report will be created in the Licenses and Permits module.</li> <li>2. Licenses will be combined to create one letter.</li> <li>3. Licenses will be combined based on the unique customer or the unique lot.</li> </ol>

		<ol style="list-style-type: none"> <li>4. The client will be able to select the Pet Licenses to be included by customer or lot.</li> <li>5. Client will be able to filter by date range or status.</li> <li>6. This functionality will be added as custom as a Vendor created Crystal Report and will not work with mail merge forms.</li> <li>7. Vendor will create up to four different letters (such as renewal notices and late notices) for the same cost providing that letters utilize the same data elements from the system.</li> <li>8. Vendor and Client will agree on language for the custom letter prior to programming start.</li> <li>9. Additional development and maintenance charges will apply.</li> <li>10. Vendor will consider adding the requested functionality in a future release. See Springbrook Software Development Disclaimer.</li> </ol>
<p>LP-3</p>	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality to allow users to use a laptop in the field that connects to the system with an air card.</p>	<p>Client has requested that the standard application be executed from a laptop using an Air Card. Vendor cannot guarantee the performance of this configuration. Cell network Bandwidth, signal strength, availability of cell sites all contribute to the performance and are outside of the vendor's control.</p> <p>Vendor will consider adding low level functionality (Invisible to the user) that will help mitigate the effects of these types of networks. Even with these Enhancements Vendor cannot guarantee adequate performance levels.</p> <p>Estimated available date first quarter 2010. See Springbrook Software Development Disclaimer</p>
<p>LP-4</p>	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include work flow functionality that would allow an approval process to be established between departments for rental licenses. The Code Enforcement Department must perform an inspection and the subject property must pass the inspection before the City Clerk's Office can issue the rental license. The work flow functionality needs to allow for the City Clerk's Office to initiate the license process, turn it over to the Code Enforcement Department for the inspection part of the process and then have it return to the City Clerk's Office for the issuance of the license.</p>	<p>Client has requested that Workflow be available for License and Permits. Client has requested the following functionality be available. See Springbrook Software Development Disclaimer.</p> <ol style="list-style-type: none"> <li>1. When completed, the approval process will include an email notification to internal staff.</li> <li>2. The initial release of Licenses and Permits will NOT have an approval process.</li> <li>3. Vendor will consider adding approval step notifications in a future release.</li> </ol> <p>No available date. See Springbrook Software Development Disclaimer</p>
<p>LP-5</p>	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality to allow the renewal forms to be attached directly to the individual license records during the mail merge process. Instead of the merge taking place and staff going through the merged Word file and attaching the individual letters, the software will automatically attach the form for an individual record to the individual record.</p>	<p>Vendor will consider incorporating as an Enhancement to Licenses and Permits the change listed below. See Springbrook Software Development Disclaimer.</p> <ol style="list-style-type: none"> <li>1. Allow letters and forms to be attached directly to the individual license records during the letter/form creation process.             <ol style="list-style-type: none"> <li>a. Letters will be accessible but not directly attached.</li> <li>b. Individual letters can be attached directly to individual permits.</li> <li>c. Letters created in a bulk letter process cannot be attached directly to an individual permit.</li> <li>d. Letters created in a bulk letter process can be archived</li> </ol> </li> </ol>

		<p>in the batch and retrieved at a later date.</p> <ol style="list-style-type: none"> <li>Letters can be viewed from the transaction history screen.</li> <li>Users with the authority to edit license information will have the ability to view letters.</li> </ol> <p>No availability dates. See Springbrook Software Development Disclaimer</p>
LP-6	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that allows City staff to indicate when a customer account is no longer active. The functionality would allow users to search the customer database excluding the inactive accounts or including the inactive accounts, depending on the user's preference. When the customer record is marked inactive, the customer's information shall still appear on permit records which involved that customer.</p>	<p>Vendor will incorporate as an Enhancement to License and Permits, the following changes:</p> <ol style="list-style-type: none"> <li>Add an "active/inactive" field on the customer record.</li> <li>The Central Search screen will allow searches by Active/Inactive Status.</li> <li>Active/Inactive status will only be used to determine whether or not records display using the default search options.</li> <li>Users with the authority to edit Customer information will have the ability to modify the "active/inactive" field in the Customer record.</li> </ol> <p>Expected release 03/2010. See Springbrook Software Development Disclaimer</p>
LP-7	<p>Springbrook commits to allowing City staff to participate in the development of the Online License &amp; Miscellaneous Permit Module components. It is envisioned that the City of Prairie Village will be a beta test site. In addition, the City of Prairie Village and Springbrook will participate in conference calls and webinars during the development process.</p>	<p>Client has requested to be on the advisory committee for the Online Licenses and Permits.</p> <ol style="list-style-type: none"> <li>Client will be notified when Advisory Committees will be created for the application.</li> <li>Client will be included in the Client Advisory Committee for Online Licenses and Permits. Client will also be included for any future Client Advisory Committees for Miscellaneous Licenses and Permits.</li> <li>Vendor will determine when and if webinars and conference calls will be included with the advisory committee.</li> <li>Advisory Committee suggestions will be considered as Enhancements to the product.</li> <li>Client has request to be a Beta site for this application. If selected, Client will be required to Sign a Beta Test Agreement prior to becoming a beta test site.</li> <li>Beta sites will be chosen at the sole discretion of the Vendor.</li> <li>Functionality requiring online payments will require client to sign merchant agreements with Vendor authorized providers.</li> </ol>
LP-8	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that allows for residents/licenses to sign-on under a password protection system to update their customer record/license information. For example, a pet owner could add the new dog they have acquired or change their phone number. The functionality would allow licensees to attach renewal documentation (i.e. rabies certificate).</p>	<p>Client has requested the following functionality for online LP that is not listed as currently planned for the initial release:</p> <ol style="list-style-type: none"> <li>Ability to upload documents online.</li> </ol> <p>Springbrook Software envisions that the Initial on-line Licenses &amp; Misc. Permit product will include the following base functionality:</p> <ol style="list-style-type: none"> <li>Secure login to online LP system</li> <li>User can view license master information</li> <li>User can apply for license online</li> <li>User can enter units (statistics) for a license renewal. The system will calculate the amount due.</li> <li>User can pay for license renewals</li> <li>Projected release date Summer 2010.</li> </ol> <p>See Springbrook Software Development Disclaimer</p>
LP-9	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality that will allow residents/licenses to pay for licenses on-line using a credit card or an ACH bank draft. The on-line payment portion of the system shall be Payment Card Industry Data</p>	<p>Development is not currently scheduled.</p> <p>Initial on-line License and Permit product will likely include:</p> <ol style="list-style-type: none"> <li>Client can determine which licenses can be accessed online.</li> <li>Secure login to online LP system</li> </ol>

	<p>Security Standard (PCI DSS) compliant.</p>	<ul style="list-style-type: none"> <li>c. User can view license master information</li> <li>d. User can apply for license online</li> <li>e. User can enter units (statistics) for a license renewal. The system will calculate the amount due.</li> <li>f. User can pay for license renewals</li> <li>g. Projected release date Summer 2010.</li> </ul> <p>See Springbrook Software Development Disclaimer</p>
<p><b>LP-10</b></p>	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality in the on-line module to allow renewal notices to be sent via e-mail. Residents/licensees shall have the ability to indicate their renewal notice preference in their on-line password protected customer account.</p>	<p>Client has requested the following functionality for online LP that is not listed as currently planned for the initial release:</p> <ul style="list-style-type: none"> <li>1. Allow renewal notices to be sent via e-mail.</li> <li>2. Allow license holder to indicate their preference for renewal notification.</li> </ul> <p>1. Initial on-line Licenses &amp; Misc. Permit product will likely include:</p> <ul style="list-style-type: none"> <li>a. Vendor determined read only information about the permit</li> <li>b. Ability to renew business license.</li> <li>c. Ability to enter new units to calculate renewal fee.</li> <li>d. Payment functionality</li> <li>e. Projected release date Summer 2010.</li> </ul> <p>See Springbrook Software Development Disclaimer</p>
<p><b>WO-1</b></p>	<p>Springbrook agrees to allow City staff to participate in the additional development and enhancements to the most current Version 7 Work Order module. Suzanne Lownes (Public Works Office Manager) and Bob Pryzby (Public Works Director) have agreed to be a resource for modifying the Version 7 Work Order Module. It is envisioned that Prairie Village Public Works would be a beta test site. In addition, the City of Prairie Village and Springbrook will participate in conference calls and webinars during the development process.</p>	<p>Client has not purchased this module within the original contract and if they do, Springbrook Software acknowledges the client's request to serve as a member of the advisory committee for the Work Order module.</p> <p>As of July 27<sup>th</sup> 2009 Vendor is in the development phase of Work Orders.</p> <p>Client will be notified when Advisory Committees will be created for future enhancements. These suggestions will be considered as Enhancements to the product.</p> <p>Beta sites have already been selected for this module.</p>
<p><b>WO-2</b></p>	<p>If the city elects to purchase the Work Order Module, Springbrook shall hold the pricing, including the 50% license fee discount firm on the Work Order, Maintenance and Inventory Management modules as well as the price for the Fuel Master interface (\$3,500) for one year from execution of the contract.</p>	<p>Vendor agrees to maintain negotiated pricing for the Work Order Module for one year from execution of the contract. This price will be for the current release of the product at the time of the contract addendum.</p>
<p><b>Gen-1</b></p>	<p>In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include functionality in the help screens to allow users to add procedures specific to Prairie Village so that there is one place staff can go to for assistance.</p>	<p>Vendor will consider incorporating the following functionality to a future release of the application. See Springbrook Development Disclaimer.</p> <ul style="list-style-type: none"> <li>1. Provide a mechanism for the Client to attach Client created documents to supplement Vendor created help documentation.</li> <li>2. Client created documentation will be stored locally.</li> <li>3. Client created documentation will not appear in the same window as Vendor created documentation.</li> <li>4. Vendor documentation search will not access Client created</li> </ul>



		<p>documentation. No estimated release date available. See Springbrook Software Development Disclaimer</p>
Gen-2	In the standard Version 7 software to be initially installed by the City and Springbrook, the City requires and Springbrook has agreed to include a dashboard that can be customized by each user to include the items (applets) most important to them.	<p>Vendor will consider incorporating the following functionality to a future release of the application. See Springbrook Software Development Disclaimer.</p> <ol style="list-style-type: none"> <li>1. Client can select applets from a Vendor available list to individual dashboards.</li> <li>2. Client can define additional applets using a Vendor provided Query by Example from currently available QBE tables.</li> <li>3. Vendor cannot guarantee Client ODBC defined applets not provided by Vendor.</li> </ol> <p>No estimated available date. See Springbrook Software Development Disclaimer</p>
BPS-1	Identified in the BPS	<p>Project Management Conversion</p> <ol style="list-style-type: none"> <li>1. Only Open PM records will be converted.</li> <li>2. Only history associated with open PM records will be converted.</li> <li>3. Converted data will not link to other vendor modules.</li> </ol>
BPS-2	Identified in the BPS	<p>Building Permit Conversion –</p> <ol style="list-style-type: none"> <li>1. 9-years of BP masters</li> <li>2. No financial information will be converted.</li> <li>3. Conversion costs will be based on information from the two systems being submitted to Springbrook in the same formats by the client.</li> <li>4. Client will create import spreadsheets to be submitted to Vendor. Spreadsheets will have conversion data mapped to Vendor fields. Client would like to clean data from their current system prior to conversion.</li> <li>5. Includes conversion of Inspection History. Vendor strongly recommends not converting inspection history and cannot guarantee the successful conversion.</li> <li>6. Converted BP master records will not be linked to imported lot numbers from the County. New lots will be created during conversion for each permit based on exact data provided in the conversion file. Lots could only be combined after conversion if tax lot numbers exactly match. Vendor cannot guarantee this lot link will be successful. To address this issue, the client has the option of noting the parcel ID in the appropriate column of the conversion spreadsheet. The client understands that it is their responsibility to determine the Parcel ID and enter it into the conversion spreadsheet for each record to be converted.</li> </ol>
BPS-3	Identified in the BPS	<p>Business License Conversion</p> <ol style="list-style-type: none"> <li>1. Approx. 8000 LP masters</li> <li>2. No financial information will be converted.</li> <li>3. Conversion costs will be based on information from the legacy system being provided to vendor by client in an excel spreadsheet with fields mapped to Springbrook fields.</li> <li>4. Converted LP master records will not be linked to imported lot numbers from the County. New lots will be created during conversion for each LP Master record provided in the conversion file. Lots could only be combined after conversion if tax lot numbers exactly match. Vendor cannot guarantee this lot link will</li> </ol>

		<p>be successful. . To address this issue, the client has the option of noting the parcel ID in the appropriate column of the conversion spreadsheet. The client understands that it is their responsibility to determine the Parcel ID and enter it into the conversion spreadsheet for each record to be converted.</p>
BPS-4	Identified in the BPS	<p>Code and Contact Management Conversion –</p> <ol style="list-style-type: none"> <li>1. 6-years of CM Master records.</li> <li>2. CM Step information will not be converted.</li> <li>3. Conversion costs will be based on information from the legacy system being provided to vendor by, client, in a Vendor approved excel spreadsheet with fields mapped to Springbrook fields.</li> <li>4. Client will assign CM Issue Types to each CM Master record on the conversion file.</li> <li>5. Converted CM master records will not be linked to imported lot numbers from the County. New lots will be created during conversion for each CM Master record provided in the conversion file. Lots could only be combined after conversion if tax lot numbers exactly match. Vendor cannot guarantee this lot link will be successful. . To address this issue, the client has the option of noting the parcel ID in the appropriate column of the conversion spreadsheet. The client understands that it is their responsibility to determine the Parcel ID and enter it into the conversion spreadsheet for each record to be converted.</li> </ol>
BPS-5	Identified in the BPS	<p>WF for PO Approvals –</p> <ol style="list-style-type: none"> <li>1. This Workflow setup will include up to two levels of approval by department.</li> <li>2. Scope of this service is limited to workflows that follow departmental structure.</li> <li>3. Workflows that are triggered by multiple account numbers are not included in this offering.</li> <li>4. Workflows limited to a single approver for a fund – currently five funds.</li> </ol>
BPS-6	Identified in the BPS	<p>CR – Interface with Court software –</p> <ol style="list-style-type: none"> <li>1. This interface will include importing information by CR Type and Category Codes with associated names, addresses and payment types from a file provided by the City.</li> <li>2. Client will navigate to the file from an import option to import the CR information.</li> <li>3. Client is responsible for ensuring that the import file meets Vendor Software requirements.</li> <li>4. The City is responsible for pulling the file from the Court system and importing to Springbrook Cash Receipts.</li> </ol>
BPS-7	Identified in the BPS	<p>CR – Interface with RecWare –</p> <ol style="list-style-type: none"> <li>1. This interface will include importing information by CR Type and Category Codes with associated names, addresses and payment types from a file provided by the City.</li> <li>2. The City is responsible for pulling the file from RecWare and importing to Springbrook Cash Receipts.</li> <li>3. Client will navigate to the file from an import option to import the CR information. <ul style="list-style-type: none"> <li>• Client is responsible for ensuring that the import file meets Vendor Software requirements.</li> </ul> </li> </ol>

BPS-8	Identified in the BPS	<p>Client requested the following functionality as a WF for Licenses and Permits –</p> <ol style="list-style-type: none"> <li>1. Notify license staff upon Commercial building permit certificate of occupancy issuance.</li> <li>2. Workflow will not be included in the initial release of BP.</li> <li>3. The inspection process will include an email notification to internal staff upon inspection completion.</li> </ol> <p>This functionality cannot be provided as custom by Vendor. Vendor recommends adding a step to the related building permit types that notes an e-mail should be sent upon issuance of a commercial certificate of occupancy.</p>
BPS-9	Identified in the BPS	<p>Building Permits –</p> <ol style="list-style-type: none"> <li>1. Display all sub-contractors on single screen. Permit.                         <ol style="list-style-type: none"> <li>a. Permit will display all sub-contractors associated to the permit on a separate sub-contractor tab.</li> </ol> </li> <li>2. Users with the security rights to maintain permits will have ability to specify which sub-contractors will be included on the permit.</li> <li>3. Contractors will be set up in separate maintenance screens but will display on a single screen on each permit.</li> </ol>
BPS-10	Identified in the BPS	<p>Building Permits –</p> <ol style="list-style-type: none"> <li>1. Interface building permits data to County in electronic format – This includes writing a custom export in a file format that can be imported by City personnel to the County Orion software.</li> <li>2. This will be an export that is not automatic that can be run at any time by City employees.</li> <li>3. Data included on the export will be limited to data available in the system.</li> <li>4. If County required format changes, a signed change order with associated costs will be required.</li> <li>5. This will be an optional custom item. Client may be able to access information utilizing QBE or ODBC to provide it to the County.</li> </ol>
BPS-11	Identified in the BPS	<p>Building Permits –</p> <ol style="list-style-type: none"> <li>1. Include Sub-division table. Vendor has added a Sub-division table to the system.</li> <li>2. Includes programming to change the setup of Sub-divisions to include the number of lots in a Sub-division.</li> <li>3. No standard reporting will include information from the Sub-Division table.</li> </ol>
BPS-12	Identified in the BPS	<p>Customer has requested an onscreen link to AIMS. Vendor is unsure if this link will require custom programming. A custom link can be created if the following items are provided:</p> <ol style="list-style-type: none"> <li>1. Client must provide Vendor with a single URL address to link to the AIMS system.</li> <li>2. Client must sign in to the County system. Client is requesting that the link takes them to the AIMS website. Users will then sign on and search for the parcel.</li> <li>3. Link will be from the Lot window, not from each individual module. Users can drill down to the lot table from individual permits or issues and click on the GIS link to access the AIMS system.</li> <li>4. Link to AIMS will be to the County system using the Tax Lot number. No other search criteria will be automated. Accessing the parcel</li> </ol>

		<p>directly will be dependent on the County not requiring a sign-on to access the parcel.</p> <p>5. Users with access to read or read/write lot information will be allowed to access this link.</p> <p>6. A change order with associated charges will be required if the access data changes requiring a new connection to be created by Vendor.</p>
BPS-13	Identified in the BPS	<p>Accounts Receivable Online Payments</p> <p>Development is not currently scheduled</p> <p>1. Initial on-line Accounts Receivable product will include:</p> <ul style="list-style-type: none"> <li>a. Client can determine which AR accounts can be accessed online.</li> <li>b. Secure login to online AR system</li> <li>c. User can view account master information</li> <li>d. User can pay for outstanding AR invoices</li> </ul> <p>2. Functionality for online payments will require client to sign merchant agreements with Vendor authorized providers.</p> <p>3. The Vendor's projected start date is the fourth quarter of 2010.</p> <p>See Springbrook Software Development Disclaimer</p>

**Springbrook Software Development Disclaimer**

The City of Prairie Village (PV) has prioritized items that they would like to see included as standard enhancements in initial and subsequent releases of Springbrook Software modules.

Springbrook has reviewed its development methodologies with the Licensee. Springbrook will continue to solicit input from the licensee from time-to-time as appropriate during the development life cycle for each release.

For the purpose of this agreement, Version 7.06 is Generally Available (GA) and Release 7.07 is in development. At this time, most functionality has already been determined for V7.07 so the items that are requested will pertain to software releases V7.08 and higher if they are not already incorporated into release 7.07 or 7.06. For each line item associated with release 7.08 or higher the following applies:

1. Licensor will include this item for review and consideration of inclusion in the next or a subsequent release during its development processes. During the design and discovery phase of each release this item will be evaluated in conjunction with overall Springbrook client needs and prioritized.
2. If this Item is not selected by Springbrook for the then current release, Licensee has the following options:
3. Licensee can request that the item be included for review in the next or subsequent release of the application.
4. If the item is not part of an online Web Application Licensor can fund early development of the enhancement. This requires that Licensor agrees the item is functionally acceptable to all Springbrook Clients and that the resources are available to complete the work effort. Licensor may opt in this case to request a custom modification to the application and fund the work.
5. If this item is part of an online web application, the Licensee may request to fund early development of the enhancement. This requires that Licensor agrees that the item is functionally acceptable to all Springbrook Clients and that the resources are available to complete the work effort. Custom is not available for on-line web based applications.

THE FOLLOWING ADDITIONAL SERVICES HAVE BEEN IDENTIFIED AS A RESULT OF THE BUSINESS PROCESS STUDY...

Type	#	Feature	Service Fees	Annual Maintenance Fee Increase	Implementation Management Fee's
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Required	Fin-1	Supported Enhancement	N/A	N/A	N/A
Required	Fin-2	Supported Enhancement	N/A	N/A	N/A
Required	Fin-3	Supported Enhancement	N/A	N/A	N/A
Required	Fin-4	Supported Enhancement	N/A	N/A	N/A
Required	Fin-5	Proposed Enhancement	N/A	N/A	N/A
Required	Fin-6	Supported Enhancement	N/A	N/A	N/A
Required	AP-1	Supported Enhancement	N/A	N/A	N/A
N/A	AP-2	Not Supported	N/A	N/A	N/A
Required	AP-3	Supported Enhancement	N/A	N/A	N/A
Required	AP-4	Supported Enhancement	N/A	N/A	N/A
Required	AP-4A	AP Invoice Workflows	\$1,800.00	N/A	\$300.00
Required	BP-1	Participation in Client Advisory Committee for Building Permits.	N/A	N/A	N/A
Required	BP-2	Proposed Enhancement	N/A	N/A	N/A
Required	BP-3	Custom County Lot Data Import	N/A – Already included in price list.	N/A – Already included in price list.	N/A – Already included in price list.
Optional	BP-3A	Enhancement to County Lot Data Import	\$7,500.00 - \$10,500.00	\$1,875.00 - \$2,625.00	
Required	BP-4	Proposed Enhancement	N/A	N/A	N/A
Required	BP-5	Proposed Enhancement	N/A	N/A	N/A
Required	BP-6	Proposed Enhancement	N/A	N/A	N/A
Required	BP-7	Supported Enhancement	N/A	N/A	N/A
Required	BP-8	Proposed Enhancement	N/A	N/A	N/A
Required	BP-9	Proposed Enhancement	N/A	N/A	N/A
Required	BP-10	Proposed Enhancement	N/A	N/A	N/A
Required	BP-11	Proposed Enhancement	N/A	N/A	N/A
Required	BP-12	Participation on Client Advisory Committee for Online BP	N/A	N/A	N/A
Required	BP-13	Proposed Enhancements	N/A	N/A	N/A
Required	BP-14	Proposed Enhancement	N/A	N/A	N/A
Required	BP-15	Proposed Enhancement	N/A	N/A	N/A

Required	CE-1	Participation in future Client Advisory Committee for Contact Management	N/A	N/A	N/A
Required	CE-2	See BP-3 and BP-3A – Custom County Lot Data Import	Included in BP-3	Included in BP-3	Included in BP-3
Required	CE-3	Supported Enhancement	N/A	N/A	N/A
Required	CE-4	Custom Code Enforcement Letter Creation Process	\$6,500.00	\$1,625.00	\$300.00
Required	CE-5	Supported Enhancement	N/A	N/A	N/A
Required	CE-6	Proposed Enhancement	N/A	N/A	N/A
Required	CE-7	Supported Enhancement	N/A	N/A	N/A
Required	CE-8	Proposed Enhancement	N/A	N/A	N/A
Required	CE-9	Proposed Enhancement	N/A	N/A	N/A
Required	CE-10	Participation in future Client Advisory Committee for Online Contact Management	N/A	N/A	N/A
Required	CE-11	Proposed Enhancement	N/A	N/A	N/A
Required	CE-12	Proposed Enhancement	N/A	N/A	N/A
Required	CE-13	Proposed Enhancement	N/A	N/A	N/A
Required	CE-14	Proposed Enhancement	N/A	N/A	N/A
Required	LP-1	See BP-3 and BP-3A – Custom County Lot Data Import	Included in BP-3	Included in BP-3	Included in BP-3
Required	LP-2	Custom Pet License Letter Creation Process	\$6,500.00	\$1,625.00	\$300.00
Required	LP-3	Proposed Enhancement	N/A	N/A	N/A
Required	LP-4	Proposed Enhancement	N/A	N/A	N/A
Required	LP-5	Proposed Enhancement	N/A	N/A	N/A
Required	LP-6	Proposed Enhancement	N/A	N/A	N/A
Required	LP-7	Participation in future Client Advisory Committee for Online Licenses and Permits	N/A	N/A	N/A
Required	LP-8	Proposed Enhancement	N/A	N/A	N/A
Required	LP-9	Proposed Enhancement	N/A	N/A	N/A
Required	LP-10	Proposed Enhancement	N/A	N/A	N/A

Required	WO-1	Participation in future Client Advisory Committee for Work Order enhancements	N/A	N/A	N/A
Required	WO-2	Pricing Agreement	N/A	N/A	N/A
Required	Gen-1	Proposed Enhancement	N/A	N/A	N/A
Required	Gen-2	Proposed Enhancement	N/A	N/A	N/A
Required	BPS-1	Conversion – Open PM records	TBD	TBD	TBD
Required	BPS-2	Conversion – 9-years of BP masters	16 hrs included in SLA, Additional hours will be billed at \$150.00/hour	NC	NC
Required	BPS-3	Conversion – Approx. 8000 LP masters	16 hrs included in SLA, Additional hours will be billed at \$150.00/hour	NC	NC
Required	BPS-4	Conversion – 6-years of CM records	16 hrs included in SLA, Additional hours will be billed at \$150.00/hour	NC	NC
Required	BPS-5	WF for PO Approvals	NC	Included in SLA	Included in SLA
Required	BPS-6	CR – Interface with Court software	Included in SLA	Included in SLA	Included in SLA
Required	BPS-7	CR – Interface with RecWare	Included in SLA	Included in SLA	Included in SLA
Required	BPS-8	Proposed Enhancement	N/A	N/A	N/A
Required	BPS-9	Proposed Enhancement	N/A	N/A	N/A
Optional	BPS-10	BP – Interface permit E-file to County	TBD if necessary	TBD if necessary	N/A
Required	BPS-11	Proposed Enhancement	N/A	N/A	N/A
Optional	BPS-12	Non-standard interface to County system if standard not adequate	TBD	TBD	TBD
Required	BPS-13	Proposed Enhancement	N/A	N/A	N/A

- 3.1. Client stipulates that additional services identified represent all of the known required modifications to the product and terms of the SLA. Both parties understand that additional items may be identified during the implementation or after the implementation. Such items will require that a change order be completed.
- 3.2. In addition the client stipulates that the custom modifications identified in the Custom Enhancement Summary represent all of the required modifications to the product and terms of the SLA. Both parties understand that additional items may be identified during the implementation or after the implementation. Such items may require that a change order (Bid/Proposal) be generated and approved by the Client. Client understands that these items may incur additional costs

3.3. Vendor reserves the right to determine the final functional details and delivery dates of any Enhancements agreed to in this document

#### 4. SUMMARY OF SERVICES

4.1. Listed below are potential custom features, functions, or interfaces the Client may put into practice during the course of the implementation project. These items are not mandatory but should the Client desire to take advantage of the custom application, Vendor will process a formal bid with specifications for the prices as outlined.

#### 4.2. SCHEDULE

Clients are scheduled for implementation services on a first come first serve basis. Scheduling can proceed once the following has occurred;

4.2.4. Software License Agreements (SLA) are fully executed by both parties; and

4.2.5. Software Maintenance Agreements are fully executed by both parties; and

4.2.6. A business Process Study has been completed and the Preliminary Statement of Work has been fully executed by both parties.

4.2.7. Initial Payment.

#### 5. CONVERSIONS

5.1. Vendor cannot guarantee that all data elements supported in the current system can be converted to the Vendor system. Cost quotes assume that only data that is presently supported by Vendor data schema and processes will be converted.

5.2. Vendor cannot populate data that is not available in the legacy system as part of a conversion. If the Vendor systems require information to operate correctly that is not in the legacy system and available for conversion, client understands that data entry will be required. Client agrees that it is responsible to either contract with Vendor to provide these services or to perform the data entry activities themselves.

5.3. Client agrees to provide any and all information and resources requested by Vendor to facilitate the conversion process.

5.4. All Conversations assume that data is provided in electronic format that can be manipulated by standard database tools.

5.5. A variety of factors will increase the cost of a conversion as estimated on agency's Signed License Agreement. Also, there several items that are not included in the standard cost estimate and will require a change order be completed. For example, the estimate for fixed conversion cost will not include the following:

5.5.4. If the client is unable to provide legacy data for conversions, vendor will assess if additional resource time is required to acquire and compile the data into a usable format.

5.5.5. Removal/clean-up of data from the legacy system.

5.5.6. Data modifications, outside terms of this agreement or requested after the 1st draft conversion.

5.5.7. Changes in the format/schema of data provided by client after the first conversion.



- 5.5.8. Mixed formats of data (a file containing tab delimited and comma delimited format).
- 5.5.9. Obstacles and/or problems with data integrity.
- 5.5.10. Data manipulation not for the purpose of the conversion, but for the purpose of supplying information not previously accessible.
- 5.5.11. Data fixes to completed data conversion due to data not provided in the files utilized for the conversion process(s)

6. REPORTING REQUIREMENTS

- 6.1. Client agrees that not every legacy system report can be precisely duplicated using Vendor Standard Reports, and/or Report Writing Tools. The Client agrees to the new report formats and designs that will be provided and where appropriate the client will produce reports using standard Vendor reporting tools. Client understands that requests for custom report development will be considered additional bid items.
- 6.2. Client has reviewed and approved the Vendor Standard Reporting examples presented during the Business Process Study. With the exception of reports identified in the Additional Services or reports that the customer can create using standard spring brook reporting tools, client agrees that the reporting meets requirements and that any additional reporting requirements that are identified outside of this agreement will require that a change order be completed.

7. HARDWARE AND SOFTWARE REQUIREMENTS

- 7.1. Client has reviewed vendor's current hardware and software requirements included in the BPS findings document. Client agrees to make available appropriate configured servers and software as required. Client understands that vendor does not provide IT services for its clients.

8. Change Orders

- 8.1. Any Service or product that was not identified in this document, the Service Level Agreement, or the Software Maintenance Agreement will require that a Change Order be created and approved in writing by both parties. Client understands that these items may incur additional costs.

- 9. Failure of Vendor to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

- 10. If any provision of this Agreement shall be found by a court to be void, invalid or unenforceable, the same shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

IN WITNESS WHEREOF, parties hereto have caused their duly authorized representatives to execute this Agreement.

Springbrook Software Inc.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Client  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT G: Year 2000 Warranties**

Springbrook Software, Inc. hereby warrants that all date-related functions of the software product delivered with this warranty (the "Software") will accurately reflect the change from the year 1999 to the year 2000 provided that the hardware, third party software and operating system used with the Software accurately reflect the change and do not affect the Software.

Springbrook Software, Inc. warrants that Application Software is compliant to properly handle date/time functions for the year 2000 and beyond. In each and every case where there is a date field or a function that depends on proper date stamping and calculation based on comparison of dates, or reporting by date and date range, the Application Software will properly store and access the date.

For purposes of the Contract "Year 2000 Compliant" means the Application Software will (a) process calendar dates falling on or after January 1, 2000, with substantially the same functionality as such Application Software processes calendar dates falling on or before December 31, 1999, (including leap year calculations), and (b) provide substantially the same functionality with respect to the introduction of records containing dates falling on or after January 1, 2000, as it provides with respect to the introduction of records containing dates falling on or before December 31, 1999, (including leap year calculations). All of the foregoing shall be known as "Year 2000 Compliant."

For the purposes of the Contract, this Year 2000 warranty shall be coterminous with other warranty provisions for the Application Software.

The foregoing sets forth an additional warranted specification for Application Software. The failure of the Application Software to meet such specification as described herein shall entitle CITY to the remedies set forth in the Contract.

**EXHIBIT H: SOFTWARE APPLICATION ACCEPTANCE CERTIFICATE**

Individual Certificates

Certificate #:

**ACCEPTANCE CERTIFICATE**

Pursuant to the Agreement between Springbrook Software, Inc. and the CITY of Prairie Village, the following software applications have been inspected and have been fully and finally accepted by CITY to represent the software applications described below, and VENDOR has fully and satisfactorily completed the installation thereof:

[description of software application]

Date: \_\_\_\_\_  
\_\_\_\_\_, CITY Administrator or designee (CITY Project Manager)

Date: \_\_\_\_\_  
\_\_\_\_\_, Springbrook Software, Inc. Representative

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

# EXHIBIT I – Form of Change Order

**Change Order Form**

**Change Description:** [Text Field]

**Contract:** [Text Field]

**Project Name:** [Text Field]

**Status:** [Dropdown Menu]

**Priority:** [Dropdown Menu]

**Approved:** [Text Field]    **Disapproved:** [Text Field]

**Total Amount:** [Text Field]

**New Expenses:**

Amount	Unit Price	Quantity
100.00	0.00	100.00
200.00	0.00	200.00
300.00	0.00	300.00
400.00	0.00	400.00
500.00	0.00	500.00
600.00	0.00	600.00
700.00	0.00	700.00
800.00	0.00	800.00
900.00	0.00	900.00
1000.00	0.00	1000.00
<b>TOTAL</b>	<b>0.00</b>	<b>10000.00</b>



**SPRINGBROOK SOFTWARE  
SOFTWARE LICENSE AGREEMENT**

**PARTIES**

**LICENSOR**

Springbrook Software, Inc., an Oregon corporation  
111 SW Fifth Avenue, Suite 2900  
Portland, OR 97204  
Phone: 503.820.2200  
Fax: 503.820.4500  
Email: [sales@sprbrk.com](mailto:sales@sprbrk.com)

**LICENSEE**

**AGREEMENT**

1. **Definitions.** As used in this Agreement, including the Attachments hereto, the following terms shall have the following meanings.
  - a. intentionally omitted.
  - b. "Licensee Modifications" means any modification, enhancement or addition to the Software developed by or for Licensor especially for Licensee's use or at Licensee's request.
  - c. "Licensor Modifications" means any modification, enhancement or addition to the Software by or for Licensor, other than Licensee Modifications.
  - d. "Master Agreement" means the Agreement between Licensor and Licensee dated \_\_\_\_\_, 2009, and all exhibits thereto.
  - d. "Material" as applied to the Software or an application, shall mean a significant or substantial alteration or effect on the function or output thereof, and "cure" as applied to a Material failure shall mean the provision of functional equivalent functions or means.
  - e. "Specifications" mean the written (both hard copy and electronic text files) description of the functions, capacity, performance and features of the Software as delivered by Licensor to Licensee under the Master



Agreement (including, without limitation, any such description in a response to RFP delivered by Licensor to Licensee, in a Licensor product brochure provided by Licensor specific to the Software, or in correspondence from Licensor to Licensee).

- f. **“Software”** means the version of the Springbrook Software, Inc. software packages, applications and interfaces selected by Licensee, listed on Attachment A (each an **“Application”**), current at the time of signing this Agreement, and shall include any Licensee Modifications and Licensor Modifications provided by Licensor to Licensee.
- g. **“User Materials”** means all written and electronic documentation, manuals and materials provided by Licensor to Licensee for use in connection with the Software.

**2. Grant of License.** Licensor grants Licensee a non-transferable, non-exclusive license to use the Software and User Materials, on the terms and conditions set forth herein.

- a. **Scope of License.** Under the License granted herein Licensee may use, copy and distribute the Software (in machine-readable, object code form only) and User Materials to: (i) install, use and execute the Software on computers that Licensee owns or leases for purposes of serving Licensee’s internal business needs; (ii) support Licensee’s use of the Software under this Agreement; and (iii) transfer or copy the Software from one of Licensee’s computers to another, store the Software’s machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computers as necessary for such use, and transmit such instructions or data through Licensee’s computers and associated devices.
- b. **License Restrictions.** Licensee may only use the Software and User Materials within the limited scope set forth herein and in the Master Agreement. In particular, and without limitation, Licensee agrees that Licensee and Licensee’s employees will not: (i) assign, sublicense, transfer, pledge or grant a security interest in, lease, rent or share Licensee’s rights under this License Agreement with any third party; (ii) reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Software; or (iii) refer to or use any portion of the Software or User Materials as part of any effort to develop any other software program.
- c. **Source Code.** Licensor shall house the latest release of the Software with source code with Iron Mountain Intellectual Property Management for release to the then current president of the National User Group for distribution to all National User Group Members in the event of bankruptcy or inability of Licensor to continue providing normal support services to its client base, pursuant to the Escrow Agreement, a copy of which is attached hereto as Exhibit I.

3. **Ownership; Proprietary Protection.** This Agreement does not provide Licensee with title to or ownership of the Software, but only a right of limited use. Licensor shall have sole and exclusive ownership of all right, title and interest in and to the Software and User Materials, all copies thereof, all derivative works, and all related material generated from the Software including material displayed on the screen such as icons, screen displays, etc. (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), whether created by Licensor or any other party, subject to the rights of Licensee expressly granted herein.
4. **Confidential Information; Non-Disclosure.** Licensee acknowledges that the Software and User Materials, and all underlying ideas, algorithms, concepts, procedures, processes, principles, know-how, and Licensor's methods of business and technical operation (collectively referred to as "Confidential Information") are confidential and contain trade secrets. Licensee shall not use, disclose or cause disclosure of, or distribute any Confidential Information, directly or indirectly, without the prior written consent of Licensor, except that Licensee is authorized to disclose Confidential Information to Licensee's employees or agents as required for Licensee's use of the Software as authorized by this Agreement or as required by Law, which obligation shall survive the termination of this License. To the extent permitted by law, Licensee shall indemnify Licensor for damages or costs incurred by Licensor as a result of the unauthorized use, disclosure or distribution of any Confidential Information by Licensee or any of Licensee's employees or agents.
5. **Fees.** The fees payable by Licensee to Licensor under this Agreement are set forth in the Master Agreement.
6. **Licensee's Cooperation.** Licensee acknowledges that successful installation, implementation and use of the Software cannot be accomplished by Licensor's efforts alone, and requires reasonable effort and cooperation by Licensee personnel capable of properly using the Software. Both Licensor and Licensee shall at all times use their best efforts to actively participate and cooperate in data conversion, system installation, implementation, training and use, shall provide each other accurate and timely information, and shall afford each other reasonable access to information and facilities. All substantive communication between Licensor and Licensee will take place between Licensee's project manager and Licensor's project manager.
7. **Acceptance Testing Period.** Acceptance shall be governed by the Master Agreement.
8. **Term; Default; Opportunity to Cure.** This Agreement is effective as of the Effective Date and shall continue until terminated. The License shall terminate as provided in the Master Agreement. The provisions governing default and opportunity to cure are set forth in the Master Agreement. Upon

termination of the License, Licensee shall return to Licensor the Software together with all copies and merged portions in any form and User Materials and related documentation. .

9. **Support and Maintenance.** Support and maintenance of the Software is governed by the separate Software Maintenance Agreement.

**[VERIFY SCOPE OF LIMITED WARRANTY WITH BARRY STROOK AND WITH RFP RESPONSE]**

10. **Limited Warranty.** Licensor warrants that it has title to the Software and that it has full authority to grant this license to Licensee. Licensor also warrants that, as to each Application, for a period of **[ninety (90) days]** from the date of Licensee's acceptance of the Application, the Application will function in Material conformity with the Specifications. Licensor makes no warranty regarding the usability or convertibility of any of Licensee's data, the suitability of the Software for Licensee's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Software, or combination of the Software with any other software or computer program or communications device, not expressly authorized by Licensor in writing. Determination of breach of the foregoing limited warranty or default under this Section 10 shall be subject to the notice and cure provisions of the Master Agreement, and upon receipt of written notice of breach of warranty Licensor shall be afforded a period of thirty (30) days to cure the reported Material defect, failure or other breach. Licensee agrees that the foregoing limited warranty is in lieu of all other warranties of Licensor and Licensor disclaims all other warranties, express or implied, including without limitation any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity, or that the operation of the Software will be error-free.
11. **Limitation of Remedies and Liability.** The remedies and liability of Licensor to Licensee are governed by the Master Agreement.
12. **Venue; Governing Law.** Venue and governing law for any dispute between the parties arising out of or relating to this Agreement is governed by the Master Agreement.
13. **Entire Agreement; Construction; Licensor and Licensee Representations.** This Agreement and the Master Agreement, including all exhibits to both, are the complete and exclusive statement of the agreement between Licensor and Licensee and supersedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter therein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in this Agreement or the Master Agreement shall be binding on



either party. Rights, obligations and warranties under this Agreement and the Master Agreement extend to Licensee and Licensor only, and no other person shall be considered a third party beneficiary of this Agreement or the Master Agreement or be otherwise entitled to any rights or remedies under this Agreement or the Master Agreement. No provision of this Agreement or the Master Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of same. **Barry???**[Licensee represents and warrants that it possesses sufficient mastery of the principles of accounting to use the Software for its intended purpose, and, accordingly, Licensee acknowledges that it is Licensee's responsibility to: develop and institute the use of manual controls to validate the accuracy of the data generated by the system; review proof lists and reports to validate the accuracy of reports and statements; and verify that a functioning archival system is in place, and that the data base is archived to a removable medium on a daily basis.]

14. **Modification; No Waiver.** The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by the parties. No oral communication between the parties or their agents before or after execution of this Agreement shall be binding upon either party unless the parties expressly agree in writing to the terms of such communication. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by the party, and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.
  
15. **Attorneys Fees.** If any suit, action, or other proceeding shall be instituted relating to any term or condition of this Agreement or relating to any of the rights, duties, or obligations arising under it, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as an attorney's fee in such suit, action, or other proceeding, and in any appeal thereof including. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment, or decree entered in such suit, action, or other proceeding.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative.

LICENSOR

LICENSEE

By:

Name: Marily Rementeria

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

Title: Managing Partner

Date: \_\_\_\_\_, 2009  
2009

By:

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

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

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

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

## **EXHIBIT K**

### **EXHIBIT I**

## **SOFTWARE ESCROW AGREEMENT (ATTACHED)**



EXHIBIT L



**SPRINGBROOK SOFTWARE  
SOFTWARE MAINTENANCE AGREEMENT**

**PARTIES:**

**LICENSOR:**

Springbrook Software, Inc., an Oregon corporation  
111 SW Fifth Avenue, Suite 2900  
Portland, OR 97204  
Phone: 503.820.2200  
Fax: 503.820.4500  
Email: [sales@sprbrk.com](mailto:sales@sprbrk.com)

**LICENSEE:**

**AGREEMENT:**

Licensor has licensed its proprietary software products and programs to Licensee, and Licensee wishes to have Licensor maintain and support the use of the Software. Licensor and Licensee therefore agree as follows:

1. **Defined Terms.** Certain terms used in this Agreement have defined meanings, which are provided in Section 15, and in other sections herein. Definitions of specifically defined terms (appearing in quotation marks and capitalized where defined herein) shall apply whether or not the term is capitalized.
2. **Term; Automatic Renewal; Termination; Opportunity to Cure.** The "Initial Term" of this Agreement shall be a period of twelve (12) months commencing upon the Effective Date. This Agreement shall automatically renew at the end of the Initial Term for subsequent terms (each a "Renewal Term") each of twelve (12) months thereafter, unless either party gives the other not less than thirty (30) days written notice of termination prior to the termination of the Initial Term or then-current Renewal Term. A party shall be considered in default under this Agreement only if the party has not cured such failure or breach within thirty (30) days of receiving written notice from the other party identifying with reasonable specificity a material failure to comply with any term or condition contained herein, including without limitation:
  - a. Licensee's failure to pay any fees or charges due under this Agreement or any related License Agreement or service agreement.



- b. Licensee's creation or modification of data in a Springbrook Software database, except through the licensed Springbrook applications. (Exceptions shall only be with the express, written consent of Licensor).
        - c. Licensor's breach of the limited warranty provided in Section 11. In the event that Licensee is in default under this Agreement, Licensor in its sole discretion may elect to terminate this Agreement or to place Licensee's Maintenance Agreement on hold until such default is cured. In the event that this Agreement is placed on hold pursuant to the preceding sentence, Licensee will be charged a Reconnection Fee pursuant to Section 8.
- 3. **Scope of Maintenance.** During the term of this Agreement, Licensor agrees to provide "Basic Maintenance Services" in support of the Software. Basic Maintenance Services shall consist of:
  - a. **Unlimited Support Services.** Licensor will supply a toll-free line plus Internet access into support to answer questions and help resolve issues not related to error corrections as defined below.
  - b. **Error Correction.** Licensor will use all reasonable diligence to correct verifiable and reproducible Errors within a reasonable time period after reported to Licensor. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.
  - c. **Telephone/Modem Support.** Licensor shall maintain a telephone and modem support line, or DSL Internet connection, or T1 connection to the Internet during normal business hours (5:00am - 6:00pm PST Monday through Thursdays and 5:00am - 5:00pm Fridays), excluding major national holidays, that permits Licensee to report Errors in the Software and to receive assistance in cases of operator error. Licensee agrees to provide and maintain a means for Licensor to remotely access and maintain the Applications as installed on Licensee's computers or networks. The current list of supported means of this access is available from Licensor Software, but will include either a modem and dedicated modem telephone line, or an Internet connection of 128Kb, or faster, with a dedicated, static IP address. Licensee agrees to provide and maintain an Internet connection of 128Kb, or faster, for accessing Software updates and information from the Springbrook Software web site. In order to serve Licensee properly, Licensor requires that the modem be located physically in the server, not in a workstation on Licensee's network. Licensor reserves the right to bill hourly (following Licensee's approval) for maintenance in cases of repeated operator error, or where a single operator error results in extensive Licensor time to resolve the problem.

- d. **Changes in State and Federal Regulations.** Licensor will provide updates needed to conform to state and federal regulations, including changes to tax tables and routine forms, as changes become effective. Maintenance services under this Agreement do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods.
  - e. **Service Packs.** Licensor may, from time to time, issue routine minor Releases of the Software, known as Service Packs, which contain Error Corrections and minor Enhancements to Licensees who have maintenance agreements in effect. Installation of Service Packs is provided at no charge to Licensee if completed over the Internet. Installation of routine releases and updates by Licensor at Licensee's site will be billed to Licensee at the then current hourly rate except in cases where Licensor is solely responsible for the inability to provide modem support.
  - f. **Discounts on Major Enhancement Releases.** Licensor may, from time to time, offer Major Enhancements to Licensee, generally for an additional charge. To the extent Licensor offers such Major Enhancements, it shall permit Licensee to obtain one copy of each Major Enhancement for each copy of the Software or Application being maintained under this Agreement at the discount then specified by Licensor.
4. **Exceptions.** The following matters are not covered by, and are outside the scope of, Basic Maintenance Services:
- a. Onsite support services provided by employees or agents of Licensor;
  - b. Training, file and data conversion costs, and consulting services (whether onsite or offsite);
  - c. Maintenance or support services resulting from any problem resulting from Licensee's deliberate misuse, alteration (including local reports written by the Licensee), or damage of the Software;
  - d. Support of operating systems; support of non-Licensor software (including but not limited to spreadsheets, word processors, general office software, and report builders (including the Progress Report Builder));
  - e. Onsite installation and management services for Upgrades or Major Enhancements;
  - f. Providing Internal Controls and/or balancing Licensee's books;
  - g. Any training, consulting, implementation management services, and data conversion services, required on an individual Licensee basis for Upgrades or Major Enhancements (whether onsite or offsite);



- b. Key Licensee personnel replacement.** If key personnel replacement occurs, Licensor reserves the right to require that the new employee(s) acquire Licensor-required training. Licensor offers free training at Licensor's Portland Training Center to all new department heads and one (1) new primary user in each department on Licensor software applications previously implemented by the Licensee. Up to a twenty percent (20%) increase in maintenance fees may occur if training is not received by all applicable users who call in for support.
7. **Work Orders.** Licensee may from time to time request from Licensor services, such as Software modifications or additional training. Licensor shall make a reasonable and good faith effort to comply with such requests but shall retain sole discretion to decide whether such services are provided. Licensee shall receive from Licensor in advance an estimate of the cost of requested services. Licensor shall receive for all approved Licensee requests a signed work order from the Licensee and a deposit equal to fifty percent (50%) of the estimated cost of the service.
8. **Billing.** All invoices from Licensor to the Licensee for any product or service are due upon receipt. Invoices are past due forty-five (45) days after the date of invoice. Licensor may, at its option, charge all invoices forty-five (45) days and older an interest at a rate of one and one-half percent (1½%) per month (eighteen percent (18%) per annum) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became past due. Invoices are delinquent sixty (60) days after the date of invoice. A delinquent invoice may cause Licensor, at its option, to put the Licensee's account on hold, or, subject to the terms of Section 2, terminate this Agreement. Accounts on hold may receive no product, service, or support from Licensor (including without limitation Basic Maintenance Services) until all past due and delinquent invoices are paid in full. Once an account is placed on hold for non-payment, Licensor shall not be required to provide Basic Maintenance Services, or other products or services, hereunder until a "Reconnection Fee" equal to twenty-five percent (25%) of the current Term's annual Maintenance Fee is paid by Licensee.
9. **Use and Restrictions.** Error Corrections, Enhancements, Upgrades and New Product Releases (and any other programming provided by Licensor, regardless of its form or purpose) shall be considered part of the Software for purposes of determining the parties' rights and obligations related thereto pursuant to the License Agreement and this Agreement. Licensor shall have sole and exclusive ownership of all right, title and interest in and to such works (including ownership of all copyrights, trade secret rights and other intellectual property rights pertaining thereto), subject to the terms and conditions of the License Agreement.
10. **Limited Remedy and Liability; Exclusion of Consequential Damages.** The cumulative liability of Licensor to Licensee for all claims relating to any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of the Maintenance Fees paid by Licensee to Licensor



pursuant to this Agreement during the twelve (12) months prior to the claim. In no event shall Licensor be liable to Licensee for any consequential, indirect, special, or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), even if Licensor has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies, and shall apply to all claims under the warranty described in Section 11. Licensor's liability for breach of warranty exists only during the warranty period set forth in Section 11.

- 11. Limited Warranty and Exclusions.** LICENSOR WARRANTS THAT IT WILL RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER, AND THAT DURING THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF SIX (6) MONTHS THEREAFTER LICENSOR, AT LICENSOR'S SOLE COST, SHALL CORRECT ANY FAILURE TO RENDER ITS SERVICES HEREUNDER IN A GOOD AND WORKMANLIKE MANNER. ANY CLAIM BASED ON THE FOREGOING WARRANTY MUST BE SUBMITTED IN WRITING TO LICENSOR SPECIFYING THE FAILURE IN REASONABLE DETAIL, AND SHALL BE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF SECTION 2. LICENSEE AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF LICENSOR AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY OR PRODUCTIVENESS, COMPATIBILITY, DESIRED RESULTS, CAPACITY, OR THAT SERVICES RENDERED HEREUNDER WILL BE ERROR-FREE.
- 12. Venue; Governing Law.** Governing law and exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be as determined pursuant to the License Agreement.
- 13. Entire Agreement; Construction; Licensor and Licensee Representations.** This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee and supersedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in the Agreement shall be binding on either party. Rights, obligations and warranties under this Agreement extend to Licensee and Licensor only, and no other person shall be considered a third-party beneficiary of this Agreement or be otherwise entitled to any rights or remedies under this Agreement. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of this Agreement. Licensee represents and warrants that it possesses sufficient mastery of the

principles of accounting to use the Software for its intended purpose, and Licensee acknowledges that it is solely the Licensee's responsibility to: develop and institute the use of manual and other appropriate controls to validate the accuracy of the data generated by the system and ensure that Licensee's books balance; review proof lists and reports to validate the accuracy of reports and statements; verify that all users of the Software are properly and sufficiently trained and experienced; and verify that a functioning archival system is in place, and that the data base is archived to a removable medium on a daily basis. In the event of a conflict between the Attachments and the main body of this Agreement, the main body of this Agreement shall control.

**14. Modification; No Waiver.** The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by the parties. No oral communication between the parties or their agents before or after execution of this Agreement shall be binding upon either party unless the parties expressly agree in writing to the terms of such communication. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by the party, and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.

**15. Definitions.**

- a. Terms Defined in License Agreement.** The following terms have that meaning assigned to them pursuant to the Software License Agreement executed by the parties in conjunction with this Agreement (the "License Agreement"): "Application;" "Cure;" "Error;" "Material;" "Specifications;" "Software;" and "User Materials."
- b. "Enhancement"** means a modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction, and does not constitute a New Product Release. Licensor may designate Enhancements as "Major Enhancements" or simply as "Enhancements," depending on Licensor's assessment of their value and of the function added to the Software or Application. "Major Enhancement" may be a substantial rewrite of an Application, similar to a New Product Release, or may be additional functionality benefiting only certain licensees rather than all licensees as a whole, and requiring those Enhancements to be packaged as a separate module.
- c. "Temporary Fix"** means an initial correction or "fix" to a problem in the Software prior to the release of an Error Correction.
- d. "Error Correction"** means either a modification or addition that, when made or added to the Software, brings the Software into Material conformity with its published specifications, or a procedure or routine

that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

- e. **“New Product Release”** means either the total rewrite of an Application or new version(s) of the Software (including, without limitation, offering of an Application in a new language), the offering of new suites of Applications or databases, generally packaged as a separate module, and which may incorporate Error Corrections and/or Enhancements. A New Product Release shall be distinguished from an Enhancement by Licensor’s determination, based on Licensor’s assessment of the New Product’s value and of the function added to the Software or an Application.
- f. **“Service Pack”** means a set of files that may contain Error Corrections, Minor Enhancements (not requiring database changes), or both, that can be downloaded over the Internet by the Customer without assistance from the Company and are generally made available 4-12 times per year.
- g. **“Upgrade”** has substantially the same meaning as “Enhancement.”

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative.

LICENSOR

LICENSEE

By:

By:

Name: Marily Rementeria

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

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

Signature:

Title: Managing Partner, Sales

Title:

Date: \_\_\_\_\_, 2009  
2009

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

## **ATTACHMENT A: SCHEDULE OF FEES**

Attachment A contains the price quote issued to Licensee showing the applications and corresponding first year maintenance/support service fees, as well as a schedule of payment terms for these maintenance/support services. Please note that these fees are for one full year. By signing the Attachment A, Licensee is agreeing to this Schedule of Fees.

First-year will be due and payable three months after contract signing on a pro-rata basis through the end of Licensee's fiscal year, with subsequent years' maintenance due each year thereafter. Additional maintenance will be charged on all custom modifications performed and supported by Licensor.

**Exhibit M  
Payment Schedule**

	V7 General	License Fees				Payment Schedule				Other Fees			Maintenance	
	Availability	Application Fee	Special Discounts	50% Discount	Net Application Fee	1st Pymt	2nd Pymt	3rd Pymt	Final Pymt	Training/ Consulting Fees <sup>3</sup>	Management Fees <sup>3</sup>	Conversion Fees	Payment Schedule	
Financial Suite (GL, AP, ACH, Bank Rec) <sup>1</sup>	Now	\$56,650	(\$3,000)	(\$26,825)	\$26,825	100% (\$26,825) - upon execution of master agreement				\$31,200	\$12,600	\$8,000	50% (\$25,900) - due at contract signing; remaining 50% paid after go-live, based on actual hours used.	Due 270 Days after execution of Master Agreement at a rate of 22% of the full license fee. Maintenance fees will not increase more than 5% each year. Maintenance will be paid annually based on the City's fiscal year.
Database Manager Software		\$7,750			\$7,750	100% (\$7,750) - upon execution of master agreement								Paid Annually: 1st year \$1,938; 2nd year \$2,005; 3rd year \$2,075; 4th year \$2,146; 5th year \$2,223
Business Process Study		\$7,500			\$7,500	100% (\$7,500) - when signed by both parties								
Travel <sup>2</sup>										\$14,266			Amount is an estimate. Paid as incurred via monthly bill.	
Code Enforcement/Contact Management	V7.06 7/15/2009	\$7,000		(\$3,500)	\$3,500	25% (\$875) - Upon the date that Version 7 is released to the general client population.	25% (\$875) - Date of successful installation of the Application Software and verification by CITY that the Application Software is operational.	40% (\$1,400) - Date of CITY's Acceptance Certificate for Application Software	10% (\$350) - Thirty (30) days after final acceptance of integrated software applications in which CITY has verified are fully integrated and operational	\$2,400	\$1,200	16 hours incl.	Paid as incurred via monthly billing	Due 270 Days after the release date for the general client population or contract signing, whichever is later. If functionality agreed to in Exhibit E is not available in the first version of the software installed on the City's server, maintenance will not be due until 270 days after the release date for beta test sites of the version containing the items agreed to from Exhibit E. The maintenance fee rate is 22% of the full license fee. Maintenance fees will not increase more than 5% each year. Maintenance will be paid annually based on the City's fiscal year.
Licenses & Miscellaneous Permits	V7.07 10/4/2009	\$7,000		(\$3,500)	\$3,500	25% (\$875) - Upon the date that Version 7 is released to the general client population.	25% (\$875) - Date of successful installation of the Application Software and verification by CITY that the Application Software is operational.	40% (\$1,400) - Date of CITY's Acceptance Certificate for Application Software	10% (\$350) - Thirty (30) days after final acceptance of integrated software applications in which CITY has verified are fully integrated and operational	\$4,800	\$1,800	16 hours incl.	Paid as incurred via monthly billing	Due 270 Days after the release date for the general client population or signing of the contract, whichever is later. If functionality agreed to in Exhibit E is not available in the first version of the software installed on the City's server, maintenance will not be due until 270 days after the release date for beta test sites of the version containing the items agreed to from Exhibit E. The maintenance fee rate is 22% of the full license fee. Maintenance fees will not increase more than 5% each year. Maintenance will be paid annually based on the City's fiscal year.

**Exhibit M  
Payment Schedule**

	V7 General	License Fees				Payment Schedule				Other Fees			Maintenance	
	Availability	Application Fee	Special Discounts	50% Discount	Net Application Fee	1st Pymt	2nd Pymt	3rd Pymt	Final Pymt	Training/ Consulting Fees <sup>3</sup>	Management Fees <sup>3</sup>	Conversion Fees	Payment Schedule	
Building Permits	V7.08 12/17/2009	\$7,000		(\$3,500)	\$3,500	25% (\$875) - On the date that Version 7 is released to the City as a beta test site.	25% (\$875) - Date of successful installation of the Application Software and verification by CITY that the Application Software is operational.	40% (\$1,400) - Date of CITY's Acceptance Certificate for Application Software	10% (\$350) - Thirty (30) days after final acceptance of integrated software applications in which CITY has verified are fully integrated and operational	\$4,800	\$1,800	16 hours incl.	Paid as incurred via monthly billing	Due 270 Days after the release date for beta test sites if the City is chosen as a beta test site. If the City is not chosen as a beta test site, then 270 days after the release date for the general client population. If functionality agreed to in Exhibit E is not available in the first version of the software installed on the City's server, maintenance will not be due until 270 days after the release date for beta test sites of the version containing the items agreed to from Exhibit E. The maintenance fee rate is 22% of the full license fee. Maintenance fees will not increase more than 5% each year. Maintenance will be paid annually based on the City's fiscal year.
Standard ESRI Interface	Install with first module installation of Licenses, Building Permits or Code Enforcement	\$3,500			\$3,500	50% (\$1,750) - upon successful installation	50% (\$1,750) - date of CITY's Acceptance Certificate for Application Software			\$600	\$600		Paid as incurred via monthly billing	Due 270 Days after execution of Master Agreement at a rate of 22% of the full license fee. Maintenance fees will not increase more than 5% each year. Maintenance will be paid annually based on the City's fiscal year.
Customization - GIS - AIMS Download	Install with first module installation of Licenses, Building Permits or Code Enforcement	\$3,500			\$3,500	50% (\$1,750) - upon successful installation	50% (\$1,750) - date of CITY's Acceptance Certificate for Application Software			\$600	\$600		Paid as incurred via monthly billing	Due 270 Days after execution of Master Agreement at a rate of 22% of the full license fee. Maintenance fees will not increase more than 5% each year. Maintenance will be paid annually based on the City's fiscal year.
On-line Licenses & Misc Permits Module	End of 2nd Qtr 2010	\$2,500		(\$1,250.00)	\$1,250.00	25% (\$312.50) - On the date that Version 7 is released to the City as a beta test site.	25% (\$312.50) - Date of successful installation of the Application Software and verification by CITY that the Application Software is operational.	40% (\$500) - Date of CITY's Acceptance Certificate for Application Software	10% (\$125) - Thirty (30) days after final acceptance of integrated software applications in which CITY has verified are fully integrated and operational	\$1,200	\$2,400		Paid as incurred via monthly billing	Due 270 Days after the release date for beta test sites. If the City is not chosen as a beta test site, then 270 days after the release date for the general client population. If functionality agreed to in Exhibit E is not available in the first version of the software installed on the City's server, maintenance will not be due until 270 days after the release date for beta test sites of the version containing the items agreed to from Exhibit E. The maintenance fee rate is 22% of the full license fee. Maintenance fees will not increase more than 5% each year. Maintenance will be paid annually based on the City's fiscal year.

**Exhibit M  
Payment Schedule**

V7 General	License Fees				Payment Schedule				Other Fees			Maintenance		
	Availability	Application Fee	Special Discounts	50% Discount	Net Application Fee	1st Pymt	2nd Pymt	3rd Pymt	Final Pymt	Training/ Consulting Fees <sup>3</sup>	Management Fees <sup>3</sup>		Conversion Fees	Payment Schedule
On-line Building Permits Module	End of 2nd Qtr 2010	\$2,500		(\$1,250.00)	\$1,250.00	25% (\$312.50) - On the date that Version 7 is released to the City as a beta test site.	25% (\$312.50) - Date of successful installation of the Application Software and verification by CITY that the Application Software is operational.	40% (\$500) - Date of CITY's Acceptance Certificate for Application Software	10% (\$125) - Thirty (30) days after final acceptance of integrated software applications in which CITY has verified are fully integrated and operational	\$1,200	\$2,400		Paid as incurred via monthly billing	Due 270 Days after the release date for beta test sites. If the City is not chosen as a beta test site, then 270 days after the release date for the general client population. If functionality agreed to in Exhibit E is not available in the first version of the software installed on the City's server, maintenance will not be due until 270 days after the release date for beta test sites of the version containing the items agreed to from Exhibit E. The maintenance fee rate is 22% of the full license fee. Maintenance fees will not increase more than 5% each year. Maintenance will be paid annually based on the City's fiscal year.
On-line A/R Module	End of 2nd Qtr 2010	\$2,500		(\$1,250.00)	\$1,250.00	25% (\$312.50) - On the date that Version 7 is released to the City as a beta test site.	25% (\$312.50) - Date of successful installation of the Application Software and verification by CITY that the Application Software is operational.	40% (\$500) - Date of CITY's Acceptance Certificate for Application Software	10% (\$125) - Thirty (30) days after final acceptance of integrated software applications in which CITY has verified are fully integrated and operational	\$1,200	\$2,400		Paid as incurred via monthly billing	Due 270 Days after the release date for the general client population. If functionality agreed to in Exhibit E is not available in the first version of the software installed on the City's server, maintenance will not be due until 270 days after the release date for beta test sites of the version containing the items agreed to from Exhibit E. The maintenance fee rate is 22% of the full license fee. Maintenance fees will not increase more than 5% each year. Maintenance will be paid annually based on the City's fiscal year.
Custom Code Enforcement Letter Creation Process	V7.06 7/15/2009									\$6,500	\$300		Paid as incurred via monthly billing	Due 270 Days after the release date for the general client population or contract signing, whichever is later. If functionality agreed to in Exhibit E is not available in the first version of the software installed on the City's server, maintenance will not be due until 270 days after the release date for beta test sites of the version containing the items agreed to from Exhibit E. The maintenance fee rate is 22% of the full license fee. Maintenance fees will not increase more than 5% each year. Maintenance will be paid annually based on the City's fiscal year.
Custom Pet License Letter Creation Process	V7.07 10/4/2009									\$6,500	\$300		Paid as incurred via monthly billing	Due 270 Days after the release date for the general client population or contract signing, whichever is later. If functionality agreed to in Exhibit E is not available in the first version of the software installed on the City's server, maintenance will not be due until 270 days after the release date for beta test sites of the version containing the items agreed to from Exhibit E. The maintenance fee rate is 22% of the full license fee. Maintenance fees will not increase more than 5% each year. Maintenance will be paid annually based on the City's fiscal year.

**Exhibit M  
Payment Schedule**

	V7 General Availability	License Fees				Payment Schedule				Other Fees			Maintenance	
		Application Fee	Special Discounts	50% Discount	Net Application Fee	1st Pymt	2nd Pymt	3rd Pymt	Final Pymt	Training/ Consulting Fees <sup>3</sup>	Management Fees <sup>3</sup>	Conversion Fees		Payment Schedule
Option for Enhanced Custom County Lot Import	If chosen by the City, install with first module installation of Licenses, Building Permits or Code Enforcement									\$7,500 - \$10,500	n/a		Paid as incurred via monthly billing	Due 270 Days after execution of Master Agreement at a rate of 22% of the full license fee. Maintenance fees will not increase more than 5% each year. Maintenance will be paid annually based on the City's fiscal year.
A/P Invoice Workflows										\$1,800	\$300		50% (\$1,050) - due at contract signing; remaining 50% paid after go-live, based on actual hours used.	n/a - maint included with Financial Suite.
<b>Totals</b>		\$107,400	(\$3,000)	(\$41,075)	\$63,325	\$49,450	\$7,375	\$6,200	\$1,550	\$77,066	\$26,700	\$8,000		

- <sup>1</sup> Finance Suite (GL, AP, ACH, Bank Rec) \$20,000
- Extended Budgeting & Forecasting Included
- Financial Reporting Included
- AP Electronic Check Signature \$400
- AP MICR Code -1 Check Included
- AP, Budgeting and J/E Work Flow Processing Set-up Included
- AP Positive Pay \$1,500
- Electronic Check Recon. From Bank/Each \$750
- Purchase Orders \$5,000
- PO & Req Work Flow Processing Set-up Included
- Requisitions Included
- Project/Grant Accounting \$7,000
- Fixed Assets \$7,000
- Miscellaneous Accounts Receivable \$5,000
- Central Cash Management/Point of Sale \$7,000
- Cash Receipt Import - Park & Rec \$1,500
- Cash Receipt Import - Court \$1,500

<sup>2</sup> Springbrook has agreed not to charge the City for travel time



**CLIENT ADVISORY COMMITTEE ("CAC") ADDENDUM  
ADDEDUM TO SOFTWARE LICENSE AGREEMENT**

This is an addendum to the Software License Agreement ("SLA") entered into by and between *Springbrook Software* ("Vendor"), located at *111 SW Fifth Avenue Suite 1850, Portland, OR 97204* and the \_\_\_\_\_ ("Client") having a principal place of business of \_\_\_\_\_.

**TERMS AND CONDITIONS**

**1. VENDOR RESPONSIBILITIES**

1.1 Vendor is planning to develop new products and functionality, including custom, enhancements, improvements, updates, additions, derivative works, documentation, related material ("Software") and related services.

1.2 This addendum covers and is limited to the following product areas:

1.2.1 Building Permits

1.2.2 On-line Building Permits

1.2.3 Licenses & Permits

1.2.4 On-line Licenses & Permits

1.2.5 Code Enforcement/Contact Management

1.2.6 On-line Code Enforcement/Contact Management

1.3 Vendor has not committed to developing an on-line Code and Contact Management system. In the event that Vendor does not pursue that system, item 1.2.6 will not be enforceable under this agreement.

1.4 Vendor desires clients to suggest evaluate and propose feature functionality that will be included in the product or enhancements to existing products.

1.5 Vendor will conduct periodic design meetings with all members of the client advisory committee.

1.6 Vendor will work with clients to list and prioritize the proposed feature functionality and enhancements being proposed by the CAC.

1.7 Since the CAC is only one of many factors that go into determining the design of new features and products, Vendor reserves the right to make final determination on what features and functionality will be included in a specific release of the product as well as what form those features and functionality will take.

**2. CLIENT RESPONSIBILITIES**

2.1 For this Addendum to be valid, Client must have a current and active Software License Agreement (SLA) that covers the software referenced in Section 1.1

2.2 For this Addendum to be valid, Client must have a current and active Software Maintenance Agreement (SMA) that covers the software referenced in Section 1.1

2.3 Client will make staff available to participate in design meetings scheduled by the vendor

2.4 Client will make suggestions and propose ideas that are in the best interest of the entire vendor client base as well as their own operational environment.

2.5 Client agrees to keep all information related to this Addendum and the work product of the CAC confidential, Client agrees to only share information pertaining to the CAC with client's staff and Vendor's staff. In deviation from this must be agreed to in writing by Vendor. and;

2.6 Client hereby assigns to Vendor all right, title and interest to proposals, suggestions or product ideas shared with the vendor in conjunction with the activities of the CAC, and all property rights therein including without limitation all patent, copyright, trade secret, mask work, trademark, moral right or other intellectual property rights.

2.7 Client agrees to insure that all staff involved with this effort have been briefed on the terms and condition of this agreement.

2.8 The Client upon completion of CAC's efforts agrees to provide material, statistics, or information that is not deemed confidential to Client's operations for use in press releases, customer testimonials, and as a reference in marketing and sales initiatives by Vendor. Client will provide a quote to Vendor that may be used in a press release.

2.9 Client understands that participation in the committee is not a guarantee that any specific suggestion or proposal for product functionality will be incorporated into the final product.

IN WITNESS WHEREOF, each of the parties hereto has caused this addendum to be executed as of the Effective Date in duplicate by its duly authorized officer or representative.

Vendor

Client

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

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

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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



## ADMINISTRATION

Council Meeting Date: September 8, 2009  
Committee Meeting Date: September 8, 2009

**COU2009-89 - Consider Resolution 2009-07 and Ordinance No. 2205 Related to the Upcoming Bond Issue for Public Improvements**

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### RECOMMENDATION

Council adopt Resolution No. 2009-07 and Ordinance No. 2205.

### SUGGESTED MOTIONS

Move to adopt Resolution No. 2009-07 - A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2009-A, OF THE CITY OF PRAIRIE VILLAGE, KANSAS.

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

### BACKGROUND

At the last meeting, Council directed staff to begin the bond issue process. Staff has been working with Bond Counsel and the Financial Advisor to begin preparing the documents for the bond issue. As part of the process, the City's Bond Counsel recommends approval of a resolution of intent and a main traffic way ordinance. Each item is listed below including a description of its purpose. Ordinance 2205 will not be necessary should Charter Ordinance No. 25 take effect.

**RESOLUTION 2009-07 - A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2009-A, OF THE CITY OF PRAIRIE VILLAGE, KANSAS.**

- Formalizes the approval given at the last meeting to move forward with the offering for sale of the Series 2009-A Bonds.
- The resolution can be amended to include parks or other projects if Charter Ordinance No. 25 takes effect.

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

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

Mr. Gary Anderson, Gilmore & Bell, will be at the meeting to discuss these ordinances and answer questions.

Staff requests approval at the Council Meeting the same evening in order to continue the bond issue preparation work.

#### **RELATION TO VILLAGE VISION**

*CFS2B - Enhance parks for active and passive recreation through capital improvement such as landscaping, tree and flower planning, shelters, picnic facilities, athletic fields, etc.*

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

#### **FINANCIAL IMPACT**

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

**ATTACHMENTS:** Resolution No. 2009-07 and Ordinance No. 2205

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Prepared By:  
Karen Kindle  
Finance Director  
Date: 9/4/09

**RESOLUTION OF INTENT**

- A. Excerpt of Minutes of Meeting authorizing offering for sale of Bonds
  - B. Resolution for a Public Sale
  - C. Certificate Deeming Preliminary Official Statement Final
  - D. Material Event Notice of planned refunding
  - E. Conditional Notice of Redemption
-

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
HELD ON SEPTEMBER 8, 2009**

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

Absent:

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

\*\*\*\*\*

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Improvement and Refunding Bonds, Series 2009-A, came on for consideration and was discussed.

Councilmember \_\_\_\_\_ presented and moved the adoption of a Resolution entitled:

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL  
OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2009-A,  
OF THE CITY OF PRAIRIE VILLAGE, KANSAS.**

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

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Resolution duly adopted; the Clerk designating the same Resolution No. \_\_\_\_\_.

\*\*\*\*\*

(Other Proceedings)

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**CERTIFICATE**

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

(SEAL)

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Clerk

**RESOLUTION NO. 2009-07**

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION IMPROVEMENT AND REFUNDING BONDS, SERIES 2009-A, OF THE CITY OF PRAIRIE VILLAGE, KANSAS.**

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**WHEREAS**, the City of Prairie Village, Kansas (the “Issuer”), has authorized certain internal improvements described as follows (the “Improvements”):

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

**WHEREAS**, the Issuer desires to issue its general obligation improvement bonds in order to permanently finance all or a portion of the costs of such Improvements; and

**WHEREAS**, the Issuer, has heretofore issued and has outstanding general obligation bonds; and

**WHEREAS**, due to the current interest rate environment, the Issuer has the opportunity to issue its general obligation refunding bonds in order to achieve an interest cost savings on the debt represented by such general obligation bonds described as follows ( the “Refunded Bonds”):

<u>Series</u>	<u>Dated Date</u>	<u>Years</u>	<u>Amount to be Refunded</u>	<u>Expected Redemption Date</u>
2000-A	February 15, 2000	Bonds maturing in the years 2010 through 2014	\$675,000	November 20, 2009

;and

**WHEREAS**, the Issuer, has selected the firm of Columbia Capital Management, Overland Park, Kansas (“Financial Advisor”), as financial advisor for one or more series of general obligation improvement and refunding bonds of the Issuer to be issued in order to provide funds to permanently finance the Improvements and to refund the Refunded Bonds; and

**WHEREAS**, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said general obligation improvement and refunding bonds and related activities; and

**WHEREAS**, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation improvement and refunding bonds; and

**WHEREAS**, the Issuer desires to authorize the Financial Advisor, in conjunction with the Clerk, to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation improvement and refunding bonds.



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

**Section 1.** The Issuer is hereby authorized to offer for sale the Issuer's General Obligation Improvement and Refunding Bonds, Series 2009-A in the approximate principal amount of \$10,240,000 (the "Bonds") described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the governing body this date.

**Section 2.** The Mayor and Clerk, in conjunction with the Financial Advisor and Gilmore & Bell, P.C., Kansas City, Missouri ("Bond Counsel"), are hereby authorized to cause to be prepared a Preliminary Official Statement, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

**Section 3.** The Clerk, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Johnson County, Kansas, and the *Kansas Register* and by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale, and shall be delivered to the governing body at its meeting to be held on such date, at which meeting the governing body shall review such bids and shall award the sale of the Bonds or reject all proposals.

**Section 4.** For the purpose of enabling the purchaser of the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A*, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

**Section 5.** The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 6.** The Issuer hereby authorizes the Clerk and Bond Counsel to file with the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access system for municipal securities disclosures ([www.emma.msrb.org](http://www.emma.msrb.org)) the material event notice in substantially the form attached hereto as *Exhibit B* providing notice that the Issuer is planning to currently refund the Refunded Bonds.

**Section 7.** The Issuer hereby authorizes the Clerk and Bond Counsel to give conditional notice of redemption of the Refunded Bonds to the Paying Agent at least 45 days prior to the Expected Redemption Date and to give notice or cause the Paying Agent to give notice to the original purchaser and owners of

the Refunded Bonds at least 30 days prior to the Expected Redemption Date. Such conditional notice of redemption shall be in substantially the form attached hereto as *Exhibit C*.

**Section 8.** The Mayor, Clerk and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the public sale of the Bonds.

**Section 9.** This Resolution shall be in full force and effect from and after its adoption.

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**ADOPTED** by the governing body on September 8, 2009.

(SEAL)

ATTEST:

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Mayor

---

Clerk

***EXHIBIT A***

**CERTIFICATE DEEMING  
PRELIMINARY OFFICIAL STATEMENT FINAL**

October 23, 2009

To: [Purchaser]  
[Purchaser City, State]

Re: \$10,240,000 City of Prairie Village, Kansas, General Obligation Improvement  
and Refunding Bonds, Series 2009-A

Ladies and Gentlemen:

The undersigneds are the duly acting Mayor and Clerk of the City of Prairie Village, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement"), relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

Very truly yours,

**CITY OF PRAIRIE VILLAGE, KANSAS**

By: \_\_\_\_\_  
Title: Mayor

By: \_\_\_\_\_  
Title: Clerk

**EXHIBIT B**

**Event Notice Pursuant to SEC Rule 15c2-12(b)(5)(i)(C)**

**Issuer/Obligated Person:** City of Prairie Village, Kansas (the “Obligated Person”)

**Issue to which this notice relates:** \$1,600,000 City of Prairie Village, Kansas, General Obligation Park Improvement Bonds, Series 2000-A (the “Series 2000-A Bonds”)

**CUSIP Numbers for Issue to which this notice relates:**

<u>Series</u>	<u>Maturity</u>	<u>Rate</u>	<u>Par Amount</u>	<u>CUSIP</u>
Series 2000-A Bonds	September 1, 2010	5.15%	\$120,000	739715 EN6
Series 2000-A Bonds	September 1, 2011	5.20%	125,000	739715 EP1
Series 2000-A Bonds	September 1, 2012	5.25%	135,000	739715 EQ9
Series 2000-A Bonds	September 1, 2013	5.30%	145,000	739715 ER7
Series 2000-A Bonds	September 1, 2014	5.35%	150,000	739715 ES5

**Event Reported:** **Planned current refunding** of above-referenced Series 2000-A Bonds

The Obligated Person is providing this notice to the Municipal Securities Rulemaking Board for general information purposes only, and this notice should not be viewed as a formal notification to bondholders.

The Obligated Person is currently contemplating a bond issue, the proceeds of which will be used to currently refund all or a portion of the above-referenced Series 2000-A Bonds. The Obligated Person presently contemplates that the refunding bonds will be issued within the next 45 days, provided sufficient savings can be achieved by issuance of the refunding bonds. Nothing contained in this notice obligates the Obligated Person to complete the planned issuance of the refunding bonds or the planned current refunding of all or a portion of the above-referenced Series 2000-A Bonds. Further, nothing contained in this notice constitutes a call for redemption of the above-referenced Series 2000-A Bonds specified above.

The information contained in this notice has been submitted by the Obligated Person pursuant to contractual undertakings the Obligated Person made in accordance with SEC Rule 15c2-12. Nothing contained in the undertaking or this notice is, or should be construed as, a representation by the Obligated Person that the information included in this notice constitutes all of the information that may be material to a decision to invest in, hold or dispose of any of the securities listed above, or any other securities of the Obligated Person. The information presented in this notice is as of September 8, 2009.

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**For additional information, contact:**

Quinn Bennion  
City Administrator  
City of Prairie Village, Kansas  
7700 Mission Road  
Prairie Village, Kansas 66208-4230  
Phone: (913) 385-4601  
Fax: (913) 381-7755

Date Submitted: September 8, 2009.

**CITY OF PRAIRIE VILLAGE, KANSAS**

***EXHIBIT C***

October 1, 2009

**VIA CERTIFIED MAIL**

Treasurer of the State of Kansas  
900 Southwest Jackson  
Suite 201  
Topeka, Kansas 66612

**VIA E-MAIL**

Depository Trust Company  
55 Water Street  
New York, New York 10041  
RedemptionNotification@dtcc.com

**VIA FIRST CLASS MAIL**

Country Club Bank, n.a.  
9400 Mission Road  
Prairie Village, Kansas 66206

RE:

**CONDITIONAL CALL FOR REDEMPTION**

**CITY OF PRAIRIE VILLAGE, KANSAS  
\$1,600,000 PRINCIPAL AMOUNT  
GENERAL OBLIGATION PARK IMPROVEMENT BONDS  
SERIES 2000-A, DATED FEBRUARY 15, 2000**

Notice is hereby given pursuant to K.S.A. 10-129, as amended, and pursuant to the provisions of Article III of Resolution No. 2000-02 (the "Bond Resolution") of the City of Prairie Village, Kansas (the "Issuer") that the above mentioned bonds, more fully described in the attached Notice of Conditional Call for Redemption (the "Called Bonds"), have been conditionally called for redemption and payment on November 20, 2009. Such call and redemption is expressly conditioned on the Issuer's issuance of General Obligation Improvement and Refunding Bonds prior to the Redemption Date.

The Paying Agent is hereby requested to disseminate the attached Notice of Conditional Call for Redemption in accordance with K.S.A. 10-129 and the Bond Resolution.

**CITY OF PRAIRIE VILLAGE, KANSAS**

By \_\_\_\_\_  
**City Clerk**

**NOTICE OF CONDITIONAL CALL FOR REDEMPTION**

**CITY OF PRAIRIE VILLAGE, KANSAS**

**GENERAL OBLIGATION PARK IMPROVEMENT BONDS**

**SERIES 2000-A, DATED FEBRUARY 15, 2000**

Notice is hereby given to the registered owners of the above-captioned bonds (the "Bonds") that pursuant to the provisions of Article III of Resolution No. 2000-02 (the "Bond Resolution") of the City of Prairie Village, Kansas (the "Issuer"), that the Bonds have been called for redemption and payment on November 20, 2009 (the "Redemption Date"), at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Bond Registrar and Paying Agent"). The Bonds are further described as follows:

<u>Dated Date</u>	<u>Maturity</u>	<u>Rate</u>	<u>Par Amount</u>	<u>CUSIP</u>
February 15, 2000	September 1, 2010	5.15%	\$120,000	739715 EN6
February 15, 2000	September 1, 2011	5.20%	125,000	739715 EP1
February 15, 2000	September 1, 2012	5.25%	135,000	739715 EQ9
February 15, 2000	September 1, 2013	5.30%	145,000	739715 ER7
February 15, 2000	September 1, 2014	5.35%	150,000	739715 ES5

On the Redemption Date there shall become due and payable, upon the presentation and surrender of the Bonds, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Interest shall cease to accrue on the Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

**This call for redemption of the Bonds is subject to the Issuer's sale and issuance of its General Obligation Improvement and Refunding Bonds to provide funds to redeem and pay the Bonds on or before the Redemption Date. If the City does not issue its General Obligation Improvement and Refunding Bonds on or before the Redemption Date, this notice will be void, the City shall have no obligation to redeem and pay the Bonds as described herein and the City shall not be liable for any damages or losses resulting from the Bonds not being redeemed and paid as described herein.**

Neither the Issuer nor the Paying Agent shall be responsible for the selection or use of the CUSIP identification numbers shown above or printed on the Bonds. Said CUSIP identification numbers are included solely for the convenience of the owners of the Bonds.

Under the provisions of the Interest and Dividend Tax Compliance Act of 1983, as amended and codified at Section 3406(a)(1) of the Internal Revenue Code of 1986, paying agents making payments of interest or principal on corporate securities or making payments of principal on municipal securities may be obligated to withhold a 31 percent tax from remittances to individuals who have failed to furnish the Paying Agent with a valid taxpayer identification number. Registered Owners of the Bonds who wish to avoid the imposition of the tax should submit certified taxpayer identification numbers when presenting the Bonds for payment.

**TREASURER OF THE STATE OF KANSAS**

By \_\_\_\_\_  
Paying Agent



\*\*\*\*\*

This Notice of Redemption shall be mailed to Country Club Bank, n.a., Prairie Village, Kansas, the original purchaser of the Bonds, not less than 30 days prior to the Redemption Date. Notice shall also be given to certain repositories in order to comply with the provisions of Rule 15c2-12 of the Securities and Exchange Commission. Notice may also be given in accordance with guidelines set forth in Securities and Exchange Commission Release No. 34-23856, but such notice is not required by law. The Paying Agent shall notify the registered owners of the Bonds as provided in K.S.A. 10-129 as amended, and the Bond Resolution.

**Event Notice Pursuant to SEC Rule 15c2-12(b)(5)(i)(C)**

**Issuer/Obligated Person:** City of Prairie Village, Kansas (the “Obligated Person”)

**Issue to which this notice relates:** \$1,600,000 City of Prairie Village, Kansas, General Obligation Park Improvement Bonds, Series 2000-A (the “Series 2000-A Bonds”)

**CUSIP Numbers for Issue to which this notice relates:**

<u>Series</u>	<u>Maturity</u>	<u>Rate</u>	<u>Par Amount</u>	<u>CUSIP</u>	<u>Redemption Date</u>
Series 2000-A Bonds	September 1, 2010	5.15%	\$120,000	739715 EN6	November 20, 2009
Series 2000-A Bonds	September 1, 2011	5.20%	125,000	739715 EP1	November 20, 2009
Series 2000-A Bonds	September 1, 2012	5.25%	135,000	739715 EQ9	November 20, 2009
Series 2000-A Bonds	September 1, 2013	5.30%	145,000	739715 ER7	November 20, 2009
Series 2000-A Bonds	September 1, 2014	5.35%	150,000	739715 ES5	November 20, 2009

**Event Reported:** **Conditional Call for Redemption of the Series 2000-A Bonds**

The Series 2000-A Bonds are called for redemption on November 20, 2009. This call for redemption of the Series 2000-A Bonds is subject to the Issuer’s sale and issuance of its general obligation improvement and refunding bonds to provide funds to redeem and pay the Series 2000-A Bonds on or before the Redemption Date. If the Issuer does not issue its general obligation improvement and refunding bonds on or before the Redemption Date, the call for redemption of the Series 2000-A Bonds will be void, the Issuer shall have no obligation to redeem and pay the Series 2000-A Bonds and the Issuer shall not be liable for any damages or losses resulting from the Bonds not being redeemed and paid as described herein.

The information contained in this notice has been submitted by the Obligated Person pursuant to contractual undertakings the Obligated Person made in accordance with SEC Rule 15c2-12. Nothing contained in the undertaking or this notice is, or should be construed as, a representation by the Obligated Person that the information included in this notice constitutes all of the information that may be material to a decision to invest in, hold or dispose of any of the securities listed above, or any other securities of the Obligated Person. The information presented in this notice is as of October 1, 2009.

**For additional information, contact:**

Quinn Bennion  
City Administrator  
City of Prairie Village, Kansas  
7700 Mission Road  
Prairie Village, Kansas 66208-4230  
Phone: (913) 385-4601  
Fax: (913) 381-7755

Date Submitted: October 1, 2009.

**CITY OF PRAIRIE VILLAGE, KANSAS**

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF PRAIRIE VILLAGE, KANSAS  
HELD ON SEPTEMBER 8, 2009**

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

Absent:

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

\*\*\*\*\*

(Other Proceedings)

The matter of designating certain streets and avenues within the City as main trafficways and trafficway connections came on for consideration and was discussed.

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

**AN ORDINANCE DESIGNATING CERTAIN STREETS AND AVENUES  
WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS AS MAIN  
TRAFFICWAYS AND TRAFFICWAY CONNECTIONS.**

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

Aye: \_\_\_\_\_.

Nay: \_\_\_\_\_.

The Mayor declared the Ordinance duly adopted; the Clerk designating the same Ordinance No. \_\_\_\_\_.

\*\*\*\*\*

(Other Proceedings)

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\*\*\*\*\*

**CERTIFICATE**

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

(SEAL)

\_\_\_\_\_  
Clerk

(Published in *The Legal Record* on September \_\_\_, 2009)

**ORDINANCE NO. 2205**

**AN ORDINANCE DESIGNATING CERTAIN STREETS AND AVENUES  
WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS AS MAIN  
TRAFFICWAYS AND TRAFFICWAY CONNECTIONS.**

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

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

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

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

<b>Street</b>	<b>From</b>	<b>To</b>
63rd St	Roe Ave	Nall Ave
63rd Terr	Hodges Drive	Ash St
64th St	Hodges Drive	64th Terr
66th Terr	66th St	Roe Ave
67th St	Mission Rd	Roe Ave
68th St	Roe Ave	Fonticello St
70th Terr	Fonticello St	Nall Ave
71st Terr	State Line Rd	Eaton St
72nd Terr	Tomahawk Rd	Nall Ave
75th St	State Line Rd	Mission Rd
76th St	State Line Rd	Booth Drive
76th St	Roe Ave	Briar St
77th Terr	Delmar Rd	Fontana Rd
78th St	Nall Ave	Tomahawk Drive
78th St	Roe Ave	Juniper Drive
78th St	Fontana Rd	Roe Ave

<b>Street</b>	<b>From</b>	<b>To</b>
79th St	Booth St	Belinder Ave
79th St	Roe Ave	Nall Ave
79th St	Cambridge St	Booth St
79th Terr	Rosewood Drive	Nall Ave
80th Terr	Rosewood Drive	81st St
81st St	Canterbury Drive	Somerset Drive
83rd St	Roe Ave	Nall Ave
83rd Terr	Roe Ave	Briar Lane
84th St	Fontana Rd	Roe Ave
85th St	Roe Ave	Briar Lane
87th St	Somerset Drive	Nall Ave
87th St	Mission Rd	Delmar Rd
89th St	Catalina Drive	Delmar Rd
90th St	Roe Ave	Somerset Drive
90th St	Delmar Rd	Roe Ave
90th St Cul-de-sac	90th St	90th Cul-de-sac
90th Terr	Delmar Rd	Roe Ave
90th Terr	Mission Rd	Delmar Rd
93rd St	Delmar Rd	Roe Ave
93rd St	Mission Rd	Delmar Rd
94th St	Delmar Rd	Roe Ave
Aberdeen St	77th St	79th St
Booth Drive	75th St	Cambridge St
Brair Lane	Rosewood Drive	83rd St
Cambridge St	State Line Rd	Somerset Drive
Canterbury Drive	77th St	Canterbury Dr Cul-de-sac
Cedar St	70th Terr	71st St
El Monte St	74th Terr	75th St
Fontana St	75th St	79th St
Fonticello St	71st St	71st Terr
High Drive	73rd St	74th Terr
High Drive	71st Terr	73rd St Cul-de-sac
Howe Drive	77th St	Howe Dr Cul-de-sac
Juniper Lane	83rd St	86th St
Lamar Ave	75th St	79th St
Mission Lane	Tomahawk Rd	Mission Rd
Nall Ave	75th St	79th St
Outlook Drive	Reeds St	81st St
Pawnee St	75th St	77th St
Roe Ave	North City Line	63rd St
Rosewood Drive	87th St	Somerset Drive
Rosewood Drive	Rosewood Drive	North Cul-de-sac
Rosewood Drive	Rosewood Drive	South Cul-de-sac
Sagamore Rd	75th St	76th St
Somerset Drive	Mission Rd	Nall Ave

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

**PASSED** by the governing body on September 8, 2009 and **APPROVED** by the Mayor.

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

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

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
September 8, 2009  
7:30 p.m. In the Multi-Purpose Room**

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

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

**By Staff:**

- 1. Approve Regular Council Meeting Minutes - August 17, 2009
- 2. Approve the Agreement with Johnson County Airport Commission for using the New Century Airport for snowplow training for Public Works employees and a fee of \$50.00 per day.
- 3. Authorize the Mayor to execute a Proclamation recognizing September 17-23, 2009 as Constitution Week.
- 4. Approve disposal of certain assets by auction.
- 5. Approve funding emergency repairs to the Police Department's Radio System caused by Lightning.

**By Committee:**

- 6. Adopt Resolution Nos. 2009-07, 2009-08, 2009-09, 2009-10, 2009-11, 2009-12 and 2009-13 Designating Authorized Individuals for Bank Accounts. (Council Committee of the Whole - September 8, 2009)
- 7. Approve the revised Public Financial Participation Application. (Council Committee of the Whole Minutes - August 17, 2009)
- 8. Approve the Adoption of Ordinance 2203 amending Chapter Five of the Prairie Village Municipal Code, 2003 entitled "Business Regulation" by repealing the existing Article 1 entitled "General Regulations and Licenses" and adopting a new Article 1 of the same name and title and adding a new Article 7 entitled "Residential Rental Properties." (Council Committee of the Whole Minutes - August 17, 2009)
- 9. Approve the Adoption of Ordinance 2204 amending Chapter 5 of the Prairie Village Municipal Code, 2003, entitled "Massage Therapy" repealing the existing Article 5 entitled "Massage Therapy" and adopting a new Article 5 entitled "Massage Therapy." (Council Committee of the Whole Minutes - August 17, 2009)

VI. **MAYOR'S REPORT**

VII. **COMMITTEE REPORTS**  
**Planning Commission**

Consider Amendments to Zoning Ordinance Chapters 19.02 "Definitions" and 19.34 "Accessory Uses"

Consider Renewal of Special Use Permit for the installation, operation & maintenance of wireless communication antenna at 5000 West 95<sup>th</sup> Street for Verizon Wireless



**Council Committee of the Whole**

COU2009-33 Consider Approval of Contract with Springbrook Software, Inc. for Municipal Software - Michael Kelly

COU2009-89 Consider Resolution 2009-07 and Ordinance No. 2205 Related to the Upcoming Bond Issue for Public Improvements - Michael Kelly

- VIII. STAFF REPORTS
- IX. OLD BUSINESS
- X. NEW BUSINESS
- XI. ANNOUNCEMENTS
- XII. ADJOURNMENT

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

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

**CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**September 8, 2009**

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
AUGUST 17, 2009**

The City Council of Prairie Village, Kansas, met in regular session on Monday, August 17, 2009, at 7:30 p.m. in the Council Chambers of the Municipal Building.

**ROLL CALL**

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

Also present were: Quinn Bennion, City Administrator; Katie Logan, City Attorney; Wes Jordan, Chief of Police; Bob Pryzby, Director of Public Works; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

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

**PUBLIC PARTICIPATION**

Mayor Shaffer acknowledged the presence of a Boy Scout from Troop 312 from Independence, Missouri working on his "Communications" badge and five scouts from Troop 381 of Corinth Elementary School in attendance for their "Citizenship and the Community" badge.

Randy Kronblad with the Prairie Village Arts Council updated the Council on the upcoming State of the Arts event to be held Friday, October 10th. Over 257 applications were submitted for consideration with 39 pieces being selected for the exhibit. The entry fees will cover the cost of the awards for the show.

Dan Andersen with the Arts Council advised the Council of a new arts project being proposed for 2010. The Arts Council is considering into sponsoring a Jazz Festival in Harmon Park. Before soliciting funds and contacting potential artists, the Council wanted to be sure it had the support of the City Council to move forward with planning the event. Mayor Shaffer stated he felt the Arts Council had the full support of the Council to proceed.

### CONSENT AGENDA

Michael Kelly moved the approval of the Consent Agenda for Monday, August 17, 2009.

1. Approve Regular Council Meeting Minutes - August 3, 2009
2. Approve Claims Ordinance 2862
3. Approve the purchase of two (2) Harley Davidson Road King Motorcycles from Gail's Harley Davidson for a total purchase price of \$10,920 less trade-in of \$20,000
4. Approve a Letter of Understanding for the Johnson County HOME Rehabilitation Program
5. Approve the revised User Agreement with the City of Overland Park to implement and support the Police Department's Computer Aided Dispatch (CAD), Mobile and Record Management Systems (RMS) subject to the approval of the City Attorney.
6. Authorize the Mayor to execute a proclamation honoring former Congressman Larry Winn, Jr.

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

### MAYOR'S REPORT

Mayor Shaffer stated he and several residents will be leaving tomorrow to visit our Sister City, Dolyna, Ukraine. Prairie Village has hosted three delegation visits by the City of Dolyna and an initial visit made to Dolyna by Councilman Michael Kelly and Cleo Simmonds of the Sister City Committee two years ago. He commended Mr. Simmonds and Kelly for their efforts in forming this successful Sister City relationship.

Mayor Shaffer noted the consent agenda included a proclamation recognizing former U.S. Representative and current Prairie Village resident Larry Winn, Jr. on his 90th birthday.

## **COMMITTEE REPORTS**

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

#### **COU2009-87 Consider Project 190869: 2009 Street Resurfacing Program**

On behalf of the Council Committee of the Whole, Michael Kelly moved the City Council approve Construction Change Order #1 with O'Donnell and Sons Construction for the construction of three speed tables on 71<sup>st</sup> Terrace between Cherokee Drive and Belinder Avenue for an increase of \$12,750 with funding from Project 190867: Traffic Calming Program. The motion was seconded by Andrew Wang.

Bob Pryzby explained this change order is the result of a traffic calming process over the past year on 71<sup>st</sup> Terrace. In conjunction with the process, a traffic study was conducted on 71<sup>st</sup> Terrace, a petition was signed by 30 percent of the residents residing on 71<sup>st</sup> Terrace committing their support to traffic calming efforts. After the determination to place three speed tables on 71<sup>st</sup> Terrace between Cherokee Drive and Belinder Avenue a petition with signatures from 60% of the residents was submitted supporting the proposed action. The work will be completed by an existing contractor and therefore, a change order has been submitted adding this work to the initial contract.

Mayor Shaffer noted there were several residents in attendance and opened the floor to comments.

Andrew Surface, 3010 West 71<sup>st</sup> Terrace, stated in the past ten years he has seen an increase both in the amount of traffic and the speed of traffic on 71<sup>st</sup> Terrace. He and other residents approached Mr. Pryzby regarding undertaking the traffic calming process. Mr. Surface submitted a letter he received from Mr. Pryzby indicating 71<sup>st</sup>

Terrace qualified for the traffic calming program with a score of 60 based on an Average Daily Traffic count of 1200 vehicles and with 57% cut-thru traffic.

LaVerne Fox, 2907 West 71<sup>st</sup> Terrace, a resident since 1956 expressed her opposition to the proposed speed tables. She did not feel the speed nor traffic on 71<sup>st</sup> Terrace merited this intrusive action. Mrs. Fox stated from her observations, the busiest traffic period was after 10:30 p.m. and did not see this as a child safety issue. She urged the Council to reject the proposed speed tables and spend the money where it was needed.

Doug Quinn, 3211 West 71<sup>st</sup> Terrace, stated when he leaves for work at 7:30 a.m. he usually encounters several Shawnee Mission East students travelling closer to 35 mph than the posted 25 mph and urged the Council to approve the proposed speed tables.

Cleo Simmonds, 2902 West 71<sup>st</sup> Terrace, stated "traffic calming" is a euphemism for "I don't like traffic on my street". He feels there are other measures that could be taken to address traffic concerns such as traffic signal timing, traffic signs, etc. He feels "bumps" ruin the surface of the street, there will be slower response by emergency vehicles, they are visually obtrusive requiring more signage and become a distraction. He urged the Council to deny the request noting there are far better ways to expend City dollars.

Matt Higgins, 3214 West 71<sup>st</sup> Terrace, stated over the years he has had the opportunity to see the amount of traffic on 71<sup>st</sup> Terrace grow. He noted several times he has almost been rear-ended while stopped waiting to turn into his driveway. The current traffic is a public safety issue for the large number of small children in the area. Speed tables are a minor inconvenience for the safety of our children.

Mitch Mueller, 3115 West 71<sup>st</sup> Terrace, thanked Andy Surface for leading the effort for traffic calming and stated he has the backing of support of several residents in the neighborhood with small children and also thanked Michael Kelly for his efforts.

Linda Powers, 2903 West 71<sup>st</sup> Terrace, voiced her support for the proposed traffic calming action. Twelve individuals in attendance supporting the proposed speed tables stood to be recognized with two individuals attending to oppose the speed tables.

Al Herrera thanked the residents for their efforts to address their concerns. He stated that he does not view traffic calming as a solution, but views it as a means to move a problem from one area to another. He is concerned the placement of speed tables at this location may move more traffic to drive by Belinder Elementary School where increased traffic would be a more serious problem. He does not want to see speed tables located throughout the City.

The motion to approve the change order for the installation of the proposed speed tables was voted on and passed by a vote of 9 to 2 with Herrera and Hopkins voting in opposition. Mayor Shaffer thanked the residents for their work and their comments.

#### COU2009-79 Consider Crossing Guard Compensation

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body approve the per session rate for school crossing guards be increased from \$11.71 to \$12.00 per hour for the 2009-10 school year. The motion was seconded by Dale Beckerman and passed unanimously.

#### COU2009-83 Consider Award of Annual Tree Trimming Contract

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body approve the award of the 2009 Tree Trimming Contract for trimming trees in the City right-of-way to Arbor Masters Tree & Landscape in the amount of \$58,520.00. The motion was seconded by David Voysey and passed unanimously.

COU2009-85 Consider Early Release of 2010 Exterior Grant Funds

On behalf of the Council Committee of the Whole, Michael Kelly moved the Governing Body authorize the early release of 2010 Exterior Grant Funds. The motion was seconded by Beckerman and passed unanimously.

**Park & Recreation Committee**

Consider increase in fees for reservation of City facilities

Diana Ewy Sharp noted the 2010 City budget included increased revenue for the reservation of City facilities. On behalf of the Park & Recreation Committee, Diana Ewy Sharp moved the Governing Body approve the following fees for 2010 facility reservations: Ball Fields - \$80 per team; \$7.50 per hour individual use

Park Shelters - \$8 per hour resident; \$15 per hour non-resident  
Tennis Courts - \$7 per hour per court  
Alcohol Permit - \$60  
Community Center - \$12 per hour for multiple uses  
\$15 per hour for weekday reservations  
\$20 per hour for weekend reservations.

The motion was seconded by Michael Kelly and passed unanimously.

Mrs. Ewy Sharp also advised that the Committee at its meeting provided clarification to staff that exemptions to the fees shall only be given to school functions reserved by school personnel. This does not include school related parent sponsored activities.

STAFF REPORTS

**PUBLIC SAFETY**

- Chief Jordan announced that at 6:15 p.m. August 16<sup>th</sup>, the Communications Radio Tower was struck by lightning again. Vendors are preparing an estimate for the cost to repair the damage.
- Chief Jordan noted a recent article in the KC Star regarding the impact of closing the Johnson County Mental Health Facility. He noted the Northeast Johnson County Mayor's have joined in lobbying to keep the facility open.
- The City recently received notice that its quarterly distribution from Drug Stamp Tax of \$214,000 was being withheld from law enforcement agencies. Prairie



Village's share was \$3600. This money usually funds the drug purchases made by undercover officers. No advance notice was given to law enforcement agencies. Representatives have been invited to speak to the Johnson County Police Chiefs regarding this.

- Traffic at Shawnee Mission East High School went well on the first day of school. The traffic unit will continue to be at the school assisting with traffic for the first week of school.
- Former Officer Dan Robles asked him to convey this thanks to the City and the Councilmembers attending his retirement reception.

## **PUBLIC WORKS**

- Bob Pryzby reported the Department had two rain related problems from the recent storms, with one being water in the skate park. He believes the water is related to the leak in the piping beneath the diving well. The estimated cost for repair is \$15,000 to \$20,000. The diving well will be closed for the remainder of the pool season and work will be undertaken after the pool is closed.
- He has finished the Stormwater Credit Policy and information will be placed on the website within the next week and letters are being sent out to those individuals who have requested a credit.
- Mike Helms has been working with homes associations on care of the islands and agreed that grass will be replaced with mulch on some of the island for reduced maintenance.
- The City has received its first shipment of highway salt
- Work will begin on Homestead Drive, the final street in the Street Resurfacing Program this week.
- Mr. Pryzby announced that two other traffic calming applications will be coming before the Council in September including additional speed tables.

Dale Beckerman asked if any statistics were available on the results of traffic calming activities. Mr. Pryzby reported a study six months after the installation of the speed tables on Cherokee there was a 30% reduction in cut-through traffic, a 10% reduction in speed and a 30% reduction in the volume of traffic. Chief Jordan confirmed there has been an increase in traffic on adjacent streets. Mr. Pryzby stated the City has not received any complaints regarding the speed tables.

## **ADMINISTRATION**

- Dennis Enslinger recognized the work of the City's Building Official Jim Brown making multiple inspections of Shawnee Mission East, including this past weekend to ensure it safe opening this week.
- The CVS application at Corinth Square has been withdrawn by the applicant; however, Mr. Enslinger noted a future application is expected to be submitted to the Planning Commission.
- Walgreen's will start demolition of the existing facilities at 95<sup>th</sup> & Mission the week of August 24<sup>th</sup>.
- The deadline for submittal of projects for Transportation 2040 is September 4<sup>th</sup>. Mr. Enslinger reviewed possible submittals by the City and the County and the categories/types of projects being considered for funding. He also noted the possibility of joint submittals with other cities.

The Council expressed their approval of the submittal of applications as discussed.

- Chris Engel stated the pool has begun operating on shortened hours with the opening of schools on weekdays. Regular hours will be observed on weekends.

- Quin Bennion provided an update on the “Save the Post Office” committee and its investigation. A meeting was held with the Shawnee Mission Postmaster that provided significant information on postal operations. Many of the operational services have already been moved to Kansas City, Missouri. There will be changes to carriers and routes. The Prairie Village Post Office takes in \$1.8 million annually. The current lease costs \$80,000 annually. Recommendations need to be submitted to the District Offices by October 1<sup>st</sup>. The postal services are moving toward having a stronger retail presence and they anticipate that they will remain in Prairie Village; however, not necessarily at their current location. Mr. Bennion noted the post office does not have to provide any notice for changing carriers, routes or to relocate its offices. It would have to provide notice and public hearings to completely close operations in Prairie Village. There will be another informational meeting held by the post office the end of September that staff and committee members will attend.

The Council agreed with the committee and staff that no further action is needed at this time.

- Mr. Bennion announced that Council members had received a parliamentary motions guide prepared by staff to assist them during meetings and discussions.

### OLD BUSINESS

There was no Old Business to come before the Governing Body.

### NEW BUSINESS

There was no New Business to come before the Governing Body.

### ANNOUNCEMENTS

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

Prairie Village Arts Council	08/19/2009	7:00 p.m.
Environment/Recycle Committee	08/26/2009	7:00 p.m.
Board of Zoning Appeals	09/01/2009	6:30 p.m.
Planning Commission	09/01/2009	7:00 p.m.
Tree Board	09/02/2009	6:00 p.m.
Council Committee of the Whole (Tuesday)	09/08/2009	6:00 p.m.
City Council (Tuesday)	09/08/2009	7:30 p.m.

The Prairie Village Arts Council is pleased to announce a mixed media exhibit by the Senior Arts Council for the month of August.

The pool began reduced hours today and closes for the season at 6:00 p.m. on Monday, September 7<sup>th</sup>.

The City offices will be closed Monday, September 7<sup>th</sup> in observance of the Labor Day holiday. Deffenbaugh also observes this holiday so trash and recycling will be delayed one day.

**The Council Committee of the Whole and regular Council meeting on September 8 (Tuesday) will be held in the Multi-Purpose room.**

The Shawnee Mission Education Foundation 17<sup>th</sup> Annual Fall Breakfast is September 24<sup>th</sup> at 7:30 am at the Overland Park Convention Center. The City has reserved a table of 10. If you would like to attend, RSVP to Jeanne Koontz at [jkoontz@pvkansas.com](mailto:jkoontz@pvkansas.com).

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

## **ADJOURNMENT**

With no further business to come before the Council, the meeting was adjourned at 8:55 p.m.

Joyce Hagen Mundy  
City Clerk



## PUBLIC WORKS DEPARTMENT

Council Meeting Date: 9/8/2009

### CONSENT AGENDA: CONSIDER APPROVAL OF AN AGREEMENT WITH JOHNSON COUNTY AIRPORT COMMISSION FOR USING THE NEW CENTURY AIRPORT FOR SNOWPLOW TRAINING

#### RECOMMENDATION

Staff recommends the City Council approve the agreement with the Johnson County Airport Commission for using the New Century Airport for snowplow training by Public Works employees and a fee of \$50.00 per day.

#### BACKGROUND

Each year Public Works uses the New Century Airport of snowplow training. Two goals are accomplished. First, this is the first opportunity for employees to reacquaint themselves with snow plowing skills, which they have not used since last winter. Second, the APWA Metro Chapter runs a snowplow and equipment competition in October, which we send contestants based on the results of the training.

The agreement is for use of the airport facility for this training on September 11, 2009. The agreement is the same as last year.

#### FUNDING SOURCE

There is a \$50.00 per day fee. Public Works intends to use the airport for one day. The other costs are for employee time and equipment usage.

#### RELATION TO VILLAGE VISION

##### *TR3 Traffic Calming*

*TR3c Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.*

#### PUBLIC NOTICE

None

#### ATTACHMENTS

Agreement with Johnson County Airport Commission

#### PREPARED BY

S Robert Pryzby, Director of Public Works

21 August 2009

**DRIVERS' TRAINING AREA USE AGREEMENT**

THIS DRIVERS' TRAINING AREA USE AGREEMENT ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the BOARD OF COUNTY COMMISSIONERS OF JOHNSON COUNTY, KANSAS, by and through the OFFICE OF FINANCIAL MANAGEMENT, RISK MANAGEMENT DIVISION, JOHNSON COUNTY, KANSAS ("County") and City of Prairie Village, KS ("User").

WITNESSETH:

WHEREAS, the Johnson County Airport Commission ("Airport Commission") and the County have entered into that certain "Drivers' Training Area Lease Agreement" dated August 26, 1998 ("Lease"), whereby the Airport Commission leased an abandoned runway at New Century AirCenter, New Century, Kansas, to the County for use as a drivers' training area("training area"); and

WHEREAS, User is a municipality or government agency and desires to use the drivers' training area for training User's employees; and

WHEREAS, the County is agreeable and willing to grant User a license to use the training area upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the County and User agree as follows:

1. The County hereby grants User a license to use the training area described which is located at the end of closed runway 14/32 at the New Century AirCenter, as shown and described on Exhibit 1 hereto, together with a non-exclusive easement for reasonable access thereto. The training area shall only be used by User as a drivers' training area as set forth in the Procedures for Use of Drivers Training Area ("Procedures"), which is attached hereto as Exhibit 2 and incorporated herein. User shall comply with all the terms and conditions set forth in the Procedures. The license granted under this Agreement is non-exclusive and does not prohibit the County from entering into Drivers' Training Area Use Agreements with other municipalities and governmental agencies.

2. : The term of this Agreement shall be for the following dates:  
September 11, 2009

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3. User shall pay to the County a licensing fee in the amount of \$ 50.00 per day, which shall be due and payable upon billing by the County.

4. User will not assign or transfer this Agreement without the prior written consent of the County.

5. User shall defend, indemnify, and hold harmless the County from and against any and all costs, damages, losses, or liabilities (including reasonable attorneys' fees) and any and all claims of loss or liability related to or arising out of the use of the training area by User. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the County.

6. User acknowledges that a portion of the County's adjoining property is used as a public airport facility and as a public safety facility. User shall not keep, maintain, or operate any equipment on the Drivers' Training Area which interferes with the aviation-related or public safety-related uses of the County's property. User further agrees to use the Drivers' Training Area in a manner which will not disturb the occupancy of the Airport Commission's tenants. In the event the Airport Commission or the County determines User's equipment or operations interferes with aviation-related or public safety-related facilities or operations, then User expressly agrees that modification or termination of User's use of the Drivers' Training Area may be required by the County. User waives all claims for damages against the County which may arise out of such modification or termination.

7. If User fails or refuses to comply with or otherwise violates or breaches any of the terms of this Agreement or the Procedures, or if the Airport Commission or County determines termination is required pursuant to paragraph 6 above, the County may, at its option, elect to terminate this Agreement immediately. Upon termination of this Agreement, the license granted under this Agreement will cease and User will immediately remove its equipment from the Drivers' Training Area.

8. User shall bear the entire risk of loss or damage related to or arising out of its use of the Drivers' Training Area from any cause whatsoever. User may be required to provide proof of commercial general and/or automobile liability insurance.

9. The County expressly disclaims any express or implied warranties or representations as to the condition, maintenance, or repair of the Drivers' Training Area and as to the suitability of the Drivers' Training Area for any use intended by User. User acknowledges and agrees that it knowingly accepts the Drivers' Training Area "as is".

USER

OFFICE OF FINANCIAL MANAGEMENT,  
RISK MANAGEMENT DIVISION,  
OF JOHNSON COUNTY

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

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

Ronald L. Shaffer, Mayor  
Printed name and title

Terry A. Sinclair, Risk Manager

Attest:

Joyce Hagen Mundy, City Clerk



## **ADMINISTRATION DEPARTMENT**

**Council Meeting Date: September 8, 2009**

**Consent Agenda: Consider Proclamation in recognition of "Constitution Week"**

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### **RECOMMENDATION**

Recommend the City Council authorize the Mayor to execute a proclamation recognizing September 17 - 23, 2009 as Constitution Week.

### **BACKGROUND**

September 17, 2009 marks the 222<sup>nd</sup> Anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention. The week of September 17<sup>th</sup> is recognized as Constitution Week each year.

### **ATTACHMENTS**

Proclamation

### **PREPARED BY**

Jeanne Koontz, Deputy City Clerk

Date: August 31, 2009

# CITY OF PRAIRIE VILLAGE

## Constitution Week September 17 – 23, 2009

Whereas, September 17, 2009 marks the two hundred and twenty-second anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW THEREFORE, I, Ronald L. Shaffer, by virtue of the authority vested in me as Mayor of the City of Prairie Village in the State of Kansas do hereby proclaim the week of September 17 through 23 as

### CONSTITUTION WEEK

And ask our citizens to reaffirm the ideals the framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Prairie Village, Kansas, to be affixed at my office in the City of Prairie Village, Kansas, the 17<sup>th</sup> day of September, 2009.

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Mayor Ronald L. Shaffer

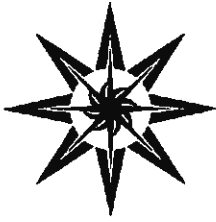
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City Clerk

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Date





## **PUBLIC WORKS DEPARTMENT**

**Council Meeting Date: September 8, 2009**

### **CONSENT AGENDA: CONSIDER DISPOSAL OF SURPLUS ASSETS**

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#### **RECOMMENDATION**

Staff recommends the City Council approve disposal of certain assets by auction.

#### **BACKGROUND**

Each year Public Works collects various assets that are considered surplus by Public Works and other departments. These assets are either broken, worn-out or have been replaced by new assets. Some assets are in such poor condition that they will be junked. Public Works collects these assets and takes them to public auction as has been done the last few years. A list of assets is attached.

#### **FUNDING SOURCE**

Some revenue will be generated from the auction.

#### **RELATION TO VILLAGE VISION**

None

#### **PUBLIC NOTICE**

None

#### **ATTACHMENTS**

A list of assets for removal from City inventory is attached.

#### **PREPARED BY**

S Robert Pryzby, Director of Public Works

Date August 31, 2009

## 2090 ASSETS REMOVED FROM INVENTORY

ASSET #	Year		Description	Status	Action	Date	Purchase cost	Min bid
589	1989	PW	olathe walk behind seeder	no longer used	to easley auto auction		\$ 3,060.00	
0631	1994	PW	Amano Cincinnati Time Clock	Replaced	to easley auto auction		\$ 1,180.00	
677	1991	PW	office partition keiths office	no longer used	to easley auto auction		\$ 5,714.00	
682	1994	PW	Panasonic vhs camera	no longer used	to easley auto auction		\$ 700.00	
683	?	PW	canon 35mm camera	no longer used	to easley auto auction		\$ 600.00	
832	1999	PW	Sony camera disc type shop	no longer used	to easley auto auction		\$ 700.00	
862	1995	PW	Milwaukee heat gun	Replaced	to easley auto auction		\$ 120.00	
877	1999	PW	ace water tank 200 gal	hole in tank	junked	5/29/09	\$ 180.00	
1032	2000	PW	radio shack metal detector	no longer used	to easley auto auction		\$ 264.71	
1039	2001	PW	ferret engine analyzer	no longer used	to easley auto auction		\$ 9,099.00	
1050	2001	PW	ford pickup truck 3/4 ton	Replaced	to easley auto auction		\$ 25,676.00	\$2,500.00
1092	2002	PW	Sony Notebook	Replaced	to easley auto auction		\$ 1,621.36	
1188	2003	PW	little giant pump motor pool	Replaced	junked			
1216	2004	PW	scag mower 61"	Replaced	to easley auto auction		\$ 7,865.00	\$2,000.00
1228	2004	PW	scag leaf vac for #1216	Replaced	to easley auto auction		\$ 1,719.00	
1232	2004	PW	Kodak camera	short batt life	to easley auto auction		\$ 250.00	
1233	2004	PW	austin trailer	no longer used	to easley auto auction		\$ 4,097.00	\$1,000.00
1275	2004	PW	Stihl Leaf Blower	Missing	Removed from inventory	2/5/09	\$ 170.00	
1357	2005	PW	Kodak camera	short batt life, lens cap	to easley auto auction		\$ 200.00	
1426	1997	PW	Starlite Trailer	cost of repairs, age	to easley auto auction		\$ 1,315.00	
1460	1997	PW	champion air compressor shop	Replaced	to easley auto auction		\$ 3,400.00	\$1,500.00
1484	?	PW	Polaroid Camera	no longer used	to easley auto auction		\$ 200.00	
1500	1998	PW	brother fax storage	no longer used	to easley auto auction		\$ 159.00	
1518	1998	PW	brother fax storage	no longer used	to easley auto auction		\$ 159.00	
1578	1975	PW	Kodak slide projector	no longer used	to easley auto auction		\$ 250.00	
1596	1999	PW	Chevy pickup truck 3/4 ton	no longer used	to easley auto auction		\$ 22,985.00	\$2,200.00
?	?	CH	hydeman check printer	no longer used	to easley auto auction			
?	?	CH	red chairs from city hall	no longer used	to easley auto auction			
?	?	PD	fire extinguishers from pd cars	no longer used	to easley auto auction			



## **POLICE DEPARTMENT**

**Council Meeting Date: September 8, 2009**

**COU - 2009-77**      **Approve funding emergency repairs to the Police Department's Radio System caused by Lightning.**

### **RECOMMENDATION**

Staff recommends the City Council approve the payment of \$7,852.66 to Communications Associates from the Risk Management Fund for emergency repairs to the Police Department's Radio System.

### **SUGGESTED MOTION**

I move for approval of payment of \$7,852.66 to Communications Associates from the Risk Management Fund for emergency repairs to the Police Department's Radio System.

### **BACKGROUND**

The Radio System was damaged, again, by lightning during an electrical storm on August 16, 2009. The Communications Center lost the ability to communicate through consoles (work stations) and emergency repairs were requested through Communications Associates.

The Police Department is still trying to mitigate the probability of damage caused by lightning. Staff will discuss strategies that are under consideration based on recommendations by repair personnel.

### **ATTACHMENT**

Communications Associates Inv. No. 1486-IN - \$7,852.66

### **PREPARED BY**

Wes Jordan  
Chief of Police  
Date: September 1, 2009

# INVOICE

COMMUNICATIONS ASSOCIATES PAGE: 1

AUG 25 2009

Remit to: 3343 S. SCENIC AVE.  
SPRINGFIELD, MO 65807  
417-882-1401



INVOICE NUMBER: 0001486-IN  
INVOICE DATE: 08/18/2009  
ORDER NUMBER:  
ORDER DATE:  
SALESPERSON: 0002

8271 MELROSE DR.  
LENEXA, KS 66214  
(913) 495-2300

**SOLD TO** | **SHIP TO**

PRAIRIE VILLAGE, KS  
3535 SOMERSET DR.  
PRAIRIE VILLAGE, KS 66208

POLICE DEPT.  
7710 MISSION RD.  
PRAIRIE VILLAGE, KS 66208

CONFIRM TO:

CUSTOMER P.O.	SHIP VIA	F.O.B.	TERMS
	CA DELIVER		NET 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
W/O 1568 8/16/09; CONSOLES DOWN DUE TO LIGHTNING CIM CARDS & NIM LINK DOWN. REPLACED CIM CARDS IN THE SWITCH AND RESET NIM LINK CARD IN MUX						
19D903299P3	EA	2.00	2.00	0.00	3,676.33	7,352.66
ASSEMBLY,PCB,MSC II, REBUILT						
/EMER	EA	4.00	4.00	0.00	125.00	500.00
EMERGENCY LABOR/ HR						

CCU-2009-177

SEPTEMBER 8  
COUNCIL MEETING  
RISK  
MANAGEMENT  
FUND

Vendor# \_\_\_\_\_ PO# \_\_\_\_\_  
# - - - - \$ \_\_\_\_\_  
# - - - - \$ \_\_\_\_\_  
# - - - - \$ \_\_\_\_\_  
Dept. Approval \_\_\_\_\_ Acct. \_\_\_\_\_

Thank you for your business!  
Prompt payment is appreciated!

Net Invoice: 7,852.66  
Less Discount: 0.00  
Freight: 0.00  
Sales Tax: 0.00  
**7,852.66**

**INVOICE BALANCE**

**COUNCIL COMMITTEE OF THE WHOLE**  
**August 17, 2009**

The Council Committee of the Whole met on Monday, August 17, 2009 at 6:00 p.m. The meeting was called to order by Council President Michael Kelly with the following members present: Mayor Shaffer, Al Herrera, Dale Warman, Ruth Hopkins, David Voysey, Michael Kelly, Andrew Wang, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz. Staff members present: Quinn Bennion, City Administrator; Wes Jordan, Chief of Police; Bob Pryzby, Director of Public Works; Katie Logan, City Attorney; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

David Voysey moved the approval of the Consent Agenda for Monday, August 17, 2009:

- **APPROVE CONSTRUCTION CHANGE ORDER #1 WITH O'DONNELL & SONS CONSTRUCTION FOR PROJECT 190869: 2009 STREET RESURFACING PROGRAM FOR THE CONSTRUCTION OF THREE SPEED TABLES ON 71<sup>ST</sup> TERRACE BETWEEN CHEROKEE DRIVE AND BELINDER AVENUE FOR AN INCREASE OF \$12,750 BRINGING THE NEW CONTRACT AMOUNT TO \$1,962,622.40 WITH FUNDING FROM PROJECT 190867: TRAFFIC CALMING PROGRAM**

**COUNCIL ACTION TAKEN**  
**08/17/2009**

The motion was voted on and passed unanimously.

**COU2009-79 Consider Crossing Guard Compensation**

Chief Jordan stated that his staff has researched the pay rates of crossing guards in surrounding cities and determined an increase is warranted to not only retain current staffing, but to attract new guards should openings occur. The last increase in compensation was done in August, 2008. Based on their research, staff is recommending an increase from \$11.71 to \$12.00 per session for the 2009-2010 school year.

Ruth Hopkins made the following motion, which was seconded by Dale Beckerman and passed unanimously:

**RECOMMEND THE GOVERNING BODY APPROVE A PAY INCREASE TO \$12.00 PER SESSION FOR SCHOOL CROSSING GUARDS FOR THE 2009-2010 SCHOOL YEAR**

**COUNCIL ACTION TAKEN**  
**08/17/2009**

**COU2009-83 Consider award of Annual Tree Trimming agreement**

Bob Pryzby noted there are approximately 1300 trees in the area bounded by 63<sup>rd</sup> Street, Roe Avenue, 71<sup>st</sup> Street and Mission Road. Under this agreement these trees will be trimmed to remove any dead wood larger than 2-inches, remove limbs interfering with sight line to traffic signals and street signs and with a cone under the street lights.

Bids were opened on Friday, August 14<sup>th</sup> from Arbor Masters in the amount of \$58,520 and VanBooven Tree in the amount of \$64,625. Mr. Pryzby noted the bids were very competitive and that VanBooven had the contract for the past three years. Funding is available in the 2009 Public Works Operating Program and staff recommends the bid be awarded to Arbor Masters.

Ruth Hopkins made the following motion, which was seconded by David Voysey and passed unanimously:

**RECOMMEND THE GOVERNING BODY APPROVE AN AGREEMENT  
WITH ARBOR MASTERS TREE AND LANDSCAPE FOR THE  
TRIMMING OF TREES IN CITY RIGHT-OF-WAY AT A COST OF  
\$58,520.00**

**COUNCIL ACTION TAKEN  
08/17/2009**

**COU2009-85 Consider early release of 2010 Exterior Grant Funds**

The City began the Exterior Grant Program in 2008 with \$37,000 to encourage reinvestment in residential properties within targeted areas of the City. The grant is awarded as a 20% reimbursement of the total project cost. The total cost of the improvements must equal or exceed \$5,000, with the maximum awardable grant amount being \$2,500.

Dennis Enslinger noted in 2008, the City awarded just over \$34,000 in grant funds to 14 residents, with 8 residents on a waiting list for 2009 funds. In 2009, the City increased funding to \$50,000. Currently, the 2009 program has 22 approved applications and 7 individuals on the waiting list. They set aside \$2500 for each application and if the total funding is not used the money is returned to the program. In order to accommodate the individuals on the waiting list in 2009, staff is requesting authorization for the early release of 2010 Exterior Grant Funds.

Mr. Enslinger stated the 2010 budget includes \$50,000 for the Exterior Grant Program. Staff anticipates that, if approved, \$10,000 to \$15,000 of the FY2010 funds would be expended in FY2009. This would leave approximately \$40,000 to \$35,000 to be awarded in FY2010. The closing deadline for participation in the 2009 program is September 1<sup>st</sup>.

Michael Kelly noted earlier discussion regarding adding the houses that front on 75th Street to the targeted area and asked if that was being done. Mr. Enslinger responded this request is simply to move forward with those applicants on the waiting list. Many of the projects are window replacements, doors, roofs and other improvements which may also qualify for energy tax credits making it beneficial to complete them this year.

Ruth Hopkins confirmed that by releasing funds early the funding available in 2010 would be less. Dale Beckerman noted the funding is from the Economic Development Fund and the Council could decide at a later time to put more money into the program.

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

**RECOMMEND THE GOVERNING BODY AUTHORIZE THE EARLY  
RELEASE OF 2010 EXTERIOR GRANT FUNDS  
COUNCIL ACTION TAKEN  
08/17/2009**

**COU2009-80 Consider Revised Public Financial Participation Application**

In February, 2009, the City Council reviewed its policies regarding economic development tools and approved a Public Financial Participation Application and related fees. The application is the first step in the process and provides information the City needs to begin evaluating the applicant's request for financial assistance. Since that time, staff has received feedback on the form for potential applicants and determined the form could be simplified to make the process less cumbersome for application. The Community Improvement District (CID) tool was added as a result of the state statute change. The revised application has been reviewed by the City Attorney and Finance Committee.

Karen Kindle stated the City will receive application fee revenue to offset some of the administrative costs associated with processing an application for public financial assistance. Incentives granted to applicants will have both short and long term effects on the City's revenues depending on which tool is used.

Charles Clark noted the information on the application would be public information. The City would receive additional information later than is not public record.

David Belz asked what concerns were expressed by the applicant and what items were changed. In the beginning, the City asked for project cost and funding source. They may not know that information at the initial change and the number could change. Mr. Belz asked if staff was comfortable they are receiving all the information they need. Mrs. Kindle responded there is

language in the applicant that requires the applicant to submit whatever additional information is requested by the City. This would be more specific to the type of funding being requested.

Quinn Bennion added that applicants did not want to release "profit/loss statements" as public records. The city staff anticipates Lane4 to file for CID funds.

Ruth Hopkins made the following motion, which was seconded by David Voysey and passed unanimously:

**RECOMMEND THE GOVERNING BODY APPROVE THE REVISED  
PUBLIC FINANCIAL PARTICIPATION APPLICATION  
COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

**COU2009-81 Consider Ordinance 2203 amending Chapter 5 of the Prairie Village Municipal Code, 2003 entitled "Business Regulations"**

The City Clerk's Department is recommending changes to the business licensing process due to the enhanced capabilities with new financial and licensing software. Currently business licenses are renewed by type of license during a specific month of the year. New businesses that license after six months into the year are charged half the license fee. In order to spread out the work load and use Springbrook Software to its fullest capabilities, the City Clerk's Department proposes renewing licenses on a month basis dependent upon when the license is originally issued. Licenses would not be pro-rated under this process, but would be renewed based on their date of issuance.

The proposed ordinance revision removes language establishing pro-rated fees, except for non-domiciled licenses, which will continue to be issued on a yearly basis on conjunction with the Johnson County Contractor's Certification. Language has been changed to clarify the regulations in regard to inspection of the premises for family home daycare and home occupation businesses. For clarity, regulations for residential rental properties have been placed in a separate article within the chapter. The City Attorney has reviewed and approved of the proposed ordinance.

Dale Beckerman asked if existing license dates would be changed. Joyce Hagen Mundy responded they would not.

David Belz made the following motion, which was seconded by Dale Beckerman and passed unanimously:

**RECOMMEND THE GOVERNING BODY ADOPT ORDINANCE 2203  
AMENDING CHAPTER FIVE OF THE PRAIRIE VILLAGE MUNICIPAL  
CODE, 2003 ENTITLED "BUSINESS REGULATIONS" BY REPEALING**



**THE EXISTING ARTICLE 1 ENTITLED "GENERAL REGULATIONS  
AND LICENSES" AND ADOPTING A NEW ARTICLE 1 OF THE SAME  
NAME AND TITLE AND ADDING A NEW ARTICLE 7 ENTITLED  
"RESIDENTIAL RENTAL PROPERTIES"**

**COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

**COU2009-82 Consider Ordinance 2204 amending Chapter 5 of the Prairie Village Municipal Code, 2003 entitled "Business Regulations"**

The City's Massage Therapy regulations were written in 1994. The City's current regulations require only 70 hours of instruction and a minimal background check. Dennis Enslinger noted this is significantly less than other area cities require. The City of Merriam has recently updated their regulations. The state of Kansas does not license Massage Therapy, so the City Clerk Staff researched other City's regulations in preparing the proposed revisions. The proposed ordinance is modeled after the City of Lenexa's regulations. The primary changes in the regulations are as follows:

- 500 hours of instruction
- CPR/First Aid Certification
- 12 hours of Continuing Education
- Background investigation by the Police Department

The proposed ordinance allows massage therapist currently licensed with the City until the end of 2010 to come into compliance with the educational hours and until the end of 2009 to get CPR/First Aid Certification. The City Attorney has reviewed and approved the proposed ordinance.

Charles Clark noted that professional organizations want to see the profession regulated and noted there are only six states that do not license massage therapists.

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

**RECOMMEND THE GOVERNING BODY ADOPT ORDINANCE 2204  
AMENDING CHAPTER 5 OF THE PRAIRIE VILLAGE MUNICIPAL  
CODE, 2003, ENTITLED "MASSAGE THERAPY" REPEALING THE  
EXISTING ARTICLE 5 ENTITLED "MASSAGE THERAPY" AND  
ADOPTING A NEW ARTICLE 5 ENTITLED "MASSAGE THERAPY"  
COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

**COU2009-86 Consider directing Staff and Bond Counsel to pursue a Bond Issue for Public Improvements**

Quinn Bennion stated in the past year the financial markets have changed considerably. Low municipal bond interest rates have resulted from the current economic situation. With the low rates, the Finance Committee, City staff, the City Attorney, the City's Bond Counsel and the City's Financial Advisor has discussed a potential bond issue including potential projects, maturity schedules, funding sources for the debt service payments, effect on CIP, schedule, etc.

The following market conditions provide a unique window of opportunity for the City:

- Construction costs have declined significantly.
- Very low borrowing costs. It is anticipated the City could issue f-year bonds at a rate as low as 2.5% due to the City's strong bond rating and financial performance.
- Competitive design/engineering market as engineering and architectural firms search for projects in the recession.
- Competitive construction bids as contractors seek projects.
- The City has an excellent bond rating – Aa1 from Moody's.
- City's low existing municipal debt (\$820K at the end of 2009).

The Finance Committee recommends the City pursue a bond issue to take advantage of low interest rates, to accelerate project schedules and save design and construction costs.

Karen Kindle reviewed a schedule for the bond issue and its impact on the City's Capital Improvement Program. She noted debt service for storm drainage projects would be funded with stormwater utility fee revenues. There would be no effect on the City's total mill levy as a result of the proposed bond issue as the funding for bond projects is included in the City's five-year plan.

Upon approval the staff and bond counsel would begin work on the bond issue targeting a bond sale date in late 2009/early 2010 depending on the market. There is significant background information that has to be gathered in the bond process and staff is only seeking approval to begin that background work. Once the documentation is prepared it would come back to the Governing Body for multiple approvals. Quinn Bennion noted although other cities have the authority to issue bonds, they are not pursuing them at this time because of their bond debt level. Prairie Village is unique in its low bond debt level. Mr. Bennion added information on the recent charter ordinance and the possibility of issuing bonds will be included in the next issue of the Village Voice and will also be available on the City's website by the end of the week.

He stressed again that the funding source is the Capital Improvement Program funds that have already been scheduled. The bond issue would not require a mill levy increase for residents.

Karen Kindle noted the information included in the packet is general in nature. At the time of issuance, specific streets and projects will be clearly identified. The debt service payments will be made from money in the CIP fund. Mrs. Kindle reviewed a schedule with and without the use of bond funds.

Michael Kelly noted he had heard the charter ordinance allowing the issuance of bonds was going to be challenged by a protest petition and asked for confirmation.

David Morrison stated as of now there is no protest petition. He stated the petition is not based on a lack of trust, but on his belief that the charter ordinance excludes the electorate from having a voice in future bond issues. He does not desire to slow the bond process being considered, but would like to see the scope of the ordinance narrowed.

City Attorney Katie Logan stated she had spoken with Gary Anderson, the City's Bond Counsel, regarding limiting the authority by the inclusion of caps. The pending Charter Ordinance does not have that language. She noted the earliest a revised charter ordinance could be considered would be September 8<sup>th</sup> followed by two weeks for publication and a 60 day protest period with the ordinance not becoming effective until late November. The City's Financial Advisor would like to be able to issue bonds by the middle of November. This could be done but it does not fit very well with the City's timeframe.

David Morrison stated this action would only create a delay of one month. She noted the bonds could not be sold until the ordinance authorizing the sale became effective. Charles Clark responded the City has been advised to sell the bonds in November because many individuals will purchase bonds as year-end investments. Historically, people do not purchase bonds in December, so the delay could be costly.

Mr. Clark asked if the ordinance could remain as approved and the City pass a sunset provision at a later date. David Morrison stated he would not proceed with the protest petition if he had the verbal agreement of all Council members that following this bond issue the ordinance would be changed.

David Belz asked what opportunity the public would have to respond to the proposed bond issue.

Katie Logan stated bonds are issued by passing an ordinance. It is a public act and is not subject to protest. A public hearing is not required, but the City could have a hearing if it desired.

David Voysey stated he understood Mr. Morrison's concerns but noted the City has been run fiscally well for 50 years and feels it is arrogant to say that this council is fiscally responsible, but future councils will not be. This has been a very well run City. He encouraged Mr. Morrison to get involved in the process. Mr. Voysey noted every other Johnson County City has a similar ordinance in place and issues bonds. The only change is the ability to issue bonds for park funding. He feels to incur the expense of taking this to the public as an election is fiscally irresponsible. As Council members, you have been elected to make those decisions. There are twelve individuals making decisions on behalf of their constituents. Mr. Morrison agreed and noted this has been done without the adoption of the proposed charter ordinance. Mr. Voysey responded this is a unique situation where in order to include improvements to the parks in the bonds the charter ordinance needs to be adopted. If he wants to revoke the ordinance down the road, get involved.

David Morrison stated he supports the issuance of these bonds, but he wants the final authority for issuance of bonds to rest with the people.

Andrew Wang stated a lot of power already rests with the electorate. The City has a lot of respect for what residents want and how their tax dollars are spent. The decision to finance with bonds is being made in full view of the public. He compared the issuance of bonds with the adoption of the City budget which is done by the elected governing body and involves the expenditure of considerably more money than the proposed bond issue.

David Morrison stated he wants to see the bond go forward but feels the charter ordinance is setting a dangerous precedent taking away the freedom of the electorate to impact these decisions. He feels this is important to have in place such a check and balance. The final say should be that of the residents. He stated the petition would not be filed with the minimum number of signatures. He would want a significant number of signatures.

Dale Beckerman stated this is representative governance for a reason. He is not comfortable committing to a future vote in order to have a protest petition filed.

Ruth Hopkins stated having served in the City Council for 17 years; she feels her constituents have stated in her re-election that they trust her judgment and that of the Council. The Council is elected to make decisions on behalf of the residents and feels when twelve individuals say they believe this is the right action to take, it is representative of the public.

David Belz stated every Council is made up of politicians. He has no doubt the electorate will voice their displeasure loudly if a Council takes any action not to their liking and will make its voice heard at meetings as well as during the next

election. He feels there is are checks and balances in place. Mr. Beckerman added that another check would simply be the market regulations for the selling of bonds.

Charles Clark noted the current statutes have evolved over the years and are not consistent; therefore, several cities have adopted similar ordinances.

Diane Ewy Sharp added the parks master plan was a very public process with the City doing an incredible job getting information out to the residents and getting input from the residents. The public expects the Council to implement the parks master plan and the finance committee has found a way that would enable the City to jump start this project. Mr. Morrison agreed the parks master plan is an important document. However, he believes the bond process should allow the electorate to determine what is issued. He feels the statute has worked for the City for the past 40 years and does not feel the ability to vote for Council members every two years is sufficient voice in this instance.

Andrew Wang stated he was not sure submitting this question to the electorate is a more efficient or effective use of taxpayers' dollars. He feels Prairie Village residents are as involved in government as they want to be. They feel free to speak before the Council when they want, but their votes in elections have reflected an on-going trust and support of their elected representatives. He feels these decisions are better made by the elected Governing Body, than by bearing the additional cost and time to have an election. This is an opportunity that is available in a finite timeframe and he feels the Council needs to move forward.

Charles Clark stated he would agree to schedule discussion to consider an appeal of the charter ordinance after the issuance of the bonds, but can not agree in advance as to the outcome of that discussion.

Al Herrera stated that he felt the re-election of Council members and the minimal turnout for city elections is an expression of the satisfaction of the residents. Prairie Village residents feel very secure and have a high level of trust with the actions of the Governing Body. It is the responsibility Council Members to make decisions for the betterment of the City.

David Morrison responded he has a great deal of respect for fellow Council members, but feels he was elected by an electorate that should have the ability to decide on bond issues. He would support a more limited charter ordinance.

Michael Kelly stated he appreciated and understood Mr. Morrison's stance. He noted a comment made by Former National League of Cities President Jim Hunt that the votes he is most proud of are those where he is the lone opposing vote. There is pride when you can say you are part of a process that

determines the City's character and direction. Mr. Kelly stated as much as he respects Mr. Morrison's vote and position, he feels bringing forth a protest petition brings a different level of politics to the City. Prairie Village has an educated and informed electorate.

David Morrison stated he will not submit a protest petition with the minimum number of signatures, but will submit it only if he gets signatures from a significant number of residents.

David Voysey asked if the Charter Ordinance could be revoked and if a future Council could bring it back. Mrs. Logan stated as a Charter Ordinance once it became effective it would take a two-thirds vote to revoke or to enact a charter ordinance. She noted that any charter ordinance has a protest period as provided under state statutes.

Dale Warman stated as a citizen for 40 years when he elected Council members it was with the expectation that they would represent him. He noted he has appeared before almost all the City Council's in Johnson County and has a great deal of admiration for this City Council. He noted the expertise and knowledge found in this group of twelve individuals. As an individual, it is not possible to know everything to make a decision, however, he feels the expertise and knowledge found in this City Council and staff allows them to make sound decisions for the residents. He noted you can not go to the electorate for every decision that needs to be made.

Katie Logan stated the City can issue bonds without the adoption of Charter Ordinance 25. It is only the park portion of the proposed bonds that needs to have the adoption of the Charter Ordinance. The City has the authority to issue bonds for infrastructure improvements. Therefore, she encouraged the Council to direct and authorize the staff to proceed with gathering the background necessary for the issuance of bonds. The specific items to be funded by the bond issue can be worked out at a later time.

Dale Beckerman asked if there was any limitation on the street work. Mrs. Logan responded the City would need to designate later by a separate ordinance which streets.

Al Herrera confirmed the Council could direct staff to proceed with background work for the issuance of bonds without specifying what projects are to be included in those bonds.

Charles Clark noted if there is a protest petition pending the City can not sell bonds.

Katie Logan stated if a valid protest petition is filed. The City Clerk in conjunction with the election office would verify the signatures taking a couple

of days. Within 30 days of the protest petition being filed, the Governing Body may (not required) schedule an election. The City would pass an ordinance to schedule an election on the issue. The question on the election ballot would be "Shall Charter Ordinance #25 take effect?" The election has to be held within 90 days of the protest petition being filed and it can not be a mail-in ballot. The City could also do nothing, which means the Charter Ordinance would not become effective.

Dale Beckerman asked if the City could still structure a bond issue under the state statutes that allow for bond issuance and shift some of the items that were proposed for the bond issue. Ms Logan confirmed the bond issue could be restructured with the park items funded elsewhere.

Ruth Hopkins asked the cost of an election. Mrs. Logan responded in Junction City, where she also serves as City Attorney, a special election was recently held with the cost being between \$15,000 and \$20,000. She noted this expenditure would come out of the general fund.

Charles Clark stated that larger cost in his opinion is that if money is shifted around; for example, if we were to double the amount to be spent on streets, you already have planned in 2010 - 10 to 12 streets which was as many as the Public Works Director felt could be done in one year. Therefore, if 20 streets were placed in the bond issue it is unlikely that they would get done in 2010, risking a much higher construction cost. We can save the bond issue part of the savings, but place at risk inflation in construction costs.

Michael Kelly stated the motion to adopt the Charter Ordinance passed by a vote of 12 to 1 with the intention of proceeding with the issuance of bonds; therefore, he would be open to accepting a motion to direct staff to proceed.

Ruth Hopkins made the following motion, which was seconded by Dale Beckerman and passed unanimously:

**DIRECT CITY STAFF AND BOND COUNSEL TO PREPARE THE NECESSARY BOND AND OTHER DOCUMENTS TO PURSUE A BOND ISSUE FOR PUBLIC IMPROVEMENTS IN LATE 2009 OR EARLY 2010**

Diana Ewy Sharp expressed concern with moving forward with implementation of the parks master plan. The Park & Recreation committee met last week, very happy to learn of the possible opportunity to jump start the implementation with bonds. Based on the anticipated protest petition that would require a public vote, she is hesitant to bring forward another public vote for funding of the parks master plan. It is with much regret she stated she does not feel it would be wise to have the parks attached to the bond funding at this time.

David Belz stated he is hearing that he has to decide between being upfront and adopt the Charter Ordinance or go through a mask of subterfuge calling park improvements something else to get funding. He does not appreciate being placed in that position by a threat. He will support the charter ordinance.

Al Herrera stated his understanding was that the park improvements would be set aside so that the street work could begin in a timely manner while bond interest rates and construction costs are low and will support the motion for staff to move forward. He feels the additional expenditure of \$20,000 to take it to a vote is an irresponsible use of City funds. A protest petition will cost the City a lot of money and feels it is wrong.

David Voysey stressed the need to move forward and move forward now. If necessary, the City will need pull parks from the bonds.

Charles Clark stated the motion is voting on the proposal as it exists. If the protest petition comes in the City will need to formulate a new plan.

Katie Logan stressed it is a great deal of work to be done on the issuance of general obligation bonds does not involve specific details as to the projects the bonds are funding, but there are disclosure documents that related to the City's functions and financial data of a generic nature that will need to be done for the issuance of any type of bonds. The concept before the Council is the authorization to begin that work.

Diana Ewy Sharp confirmed the details of the bond issuance will come back before the Governing Body for a vote.

The motion was voted on and passed unanimously.

#### **ADJOURNMENT**

With no further action to come before the Council Committee of the Whole, Council President Michael Kelly adjourned the meeting at 7:25 p.m.

Michael Kelly  
Council President





## PLANNING COMMISSION

Council Meeting Date: September 8, 2009

### Consider Amendments to Zoning Ordinance Chapter 19.02 "Definitions" and 19.34 "Accessory Uses"

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#### RECOMMENDATION

Recommend the Governing Body adopt Ordinance 2208 amending Chapter 19.02 of the Prairie Village Municipal Code, entitled "Definitions" by amending Section 19.02.160 entitled "Day Care Center" and Section 19.02.165 entitled "Day Care Nursery" and amending Chapter 19.34 entitled "Accessory Uses" by amending Section 19.34.010 entitled "Home Occupations as Accessory Uses;" paragraphs (C) (D) & (E) and Section 19.34.015 entitled "Family Day Care Home Accessory Use" paragraphs (A) (H) (I) & (J)

#### BACKGROUND

Chapter 19.34 has lengthy and detailed requirements for licensing Home Occupations and Child Care Facilities. When these regulations and procedures change, the Zoning Ordinance must be amended. Also, these requirements may be in conflict with the city licensing code and who actually issues the licenses. To simplify this situation, Staff recommended deleting the text relating to the administrative process of licensing and just require that they be licensed. The administrative requirements would be contained in the licensing regulations. A public hearing was authorized and held before the Planning Commission on Tuesday, September 1, 2009. No one was present to address the proposed changes. Text to be deleted is lined out and new text is shown in bold italics in the staff report that is attached. Also attached are the related minutes of the Planning Commission and the proposed ordinance.

At the August 17<sup>th</sup> meeting of the Council Committee of the Whole proposed ordinance revisions were presented moving the administrative procedures found in the deleted paragraphs to Chapter 5 of the Municipal Code.

#### ATTACHMENTS

Planning Commission minutes of July 7, 2009 & September 1, 2009  
Staff Report dated September 1, 2009 on proposed revisions  
Proposed Ordinance 2208

#### PREPARED BY

Joyce Hagen Mundy  
Planning Commission Secretary/City Clerk

Date: September 2, 2009

**PC2009-12 Revisions to the Prairie Village Zoning Regulations  
Chapter 19.34 entitled "Accessory Uses"**

Ron Williamson stated at its regular meeting on July 7, 2007, the Planning Commission authorized the Staff to publish a notice to amend the Sections of the Zoning Ordinance relating to licensing of home occupations and home day care. The Planning Commission also directed the Staff to be sure that adult day care was addressed and it has been included in the proposed amendments. Kansas Statute limits the number of adults in day care homes to two.

Chapter 19.34 has lengthy and detailed requirements for licensing Home Occupations and Child Care Facilities. The problem is that regulations and procedures change and the Zoning Ordinance must be amended. Also, these requirements may be in conflict with the city licensing code and who actually issues the licenses. To simplify this situation, Staff would like to delete the text relating to the administrative process of licensing and just require that they be licensed. The administrative requirements would be contained in the licensing regulations. Text to be deleted is lined out and new text is shown in bold italics.

In order to accomplish this, Sections 19.34.010.C, D and E relating to Home Occupations would be deleted and replaced by a new Section 19.34.010.C that reads as follows:

**19.34.010 Home Occupations as Accessory Uses; When Permitted in Districts R-1a, R-1b, R-2, R-3, RP-1, & RP-2, RP-3 and RP-4.**

- A. Purpose and Intent. It is the purpose and intent of this section to:
1. Maintain neighborhood integrity and preserve the residential character of neighborhoods by encouraging compatible land uses;
  2. Provide residents of the City with an option to utilize their residences as places to enhance or fulfill personal economic goals as long as the choice of home occupations does not infringe on the residential rights of neighbors;
  3. Establish criteria for establishing home occupations in dwelling units within residential districts;
  4. Assure that public and private services such as street, sewer, water or electrical systems are not burdened by home occupations to the extent that usage exceeds that which is normally associated with the residence;
- B. Standards for determining whether a home occupation will be permitted. Home occupations are permitted as an accessory use to a residence only when all of the following performance standards are met:
1. Area of Use. Home occupations shall be entirely contained within the interior of a residence and shall not be located in garages or accessory structures on the site. No visible evidence of the home occupation shall be apparent from the street or surrounding area. A home occupation shall use no more than 20% of the total dwelling unit floor area, which does not include the floor area of the garage. Those home occupations which require occasional meetings using more than 20% of the floor space may be permitted, providing such meetings do not occur more frequently than once per month;
  2. Authorized Participants in the Home Occupation. The home occupation shall be conducted by family members residing on the premises with no assistance from other individuals or groups. The home occupation shall have no other employees, independent contractors, or any other entity working on or dispatched from the premises;

3. Exterior Alterations of Residence; Storage of Equipment; Vehicles Used in Business:
  - a. No home occupation shall require external alterations of the residence and its surrounding property or other visible evidence of the conduct of such home occupation, except for visitations, which are in compliance with the terms of 19.34.10. B. 8 and other provisions of the P.V. Municipal Code.
  - b. No storage or display of materials, goods, supplies, or equipment related to the operation of the home occupation shall be visible from the outside of the residence in which the home occupation is conducted.
4. Advertising. The home occupation shall not involve the use of advertising signs on the premises which call attention to the fact that the home is being used for business purposes;
5. Sales, Repairs, Leasing:
  - a. The commercial exchange of tangible goods or other items constituting a sale between the proprietor of a home occupation and a member of the general public shall not be permitted on the premises of a home occupation. Members of the general public shall not include persons in the home by prior individualized invitation. Visitations by such person must be in accordance with the limitations set out in 19.34.010. B. 8.
  - b. Visitations generated to or from a home occupation by customers with items to be, or which have been repaired, must be in accordance with the limitations set out in 19.34.010.B. 8.
  - c. Exchange of items in a lease agreement between the proprietor of a home occupation or an authorized participant shall not occur on the premises of a home occupation.
6. Traffic and Parking. If parking, deliveries or visitations for a home occupation occur in a manner or frequency causing disturbance to the normal traffic flow for the neighborhood the occupation shall be discontinued at that location;
7. Regulation of Nuisances. A home occupation shall not create excessive noise, dust or dirt, heat, smoke, odors, vibration and glare or bright lighting, which would be over and above that created by a single family residential dwelling. The production, dumping or storage of combustible or toxic substances shall not be permitted on the premises of the home occupation, except for the incidental storage of items such as paint, paper, and other household goods, which might, under certain circumstances, be toxic or combustible. Additionally, a home occupation shall not create interference or fluctuations of radio or television transmission;
8. Visitations. A home occupation may attract patrons, students or any business related individuals only between the hours of 7:00 a.m. and 9:00 p.m., weekdays. The home occupation shall generate no more than one (1) visitation at any given time, except in those instances where a home occupation consists of teaching, instructing or tutoring, in which event, no more than three (3) students shall be taught at one time and there will be no more than ten visitations (ten (10) arrivals and ten (10) departures) per day. All other home occupations shall also not generate more than ten (10) business-related visitations per day, which shall constitute ten (10) arrivals and ten (10) departures. These standards shall not be construed so as to prohibit occasional group gatherings, recitals, or demonstrations. However, such gathering shall not occur more frequently than once per month and must be held within the visitation hours specified in this chapter;

9. Compliance with Federal, State and Local Laws. Home occupations shall comply with all other local, state, and federal laws and regulations. The requirements for, and licensing of a home occupation under this section shall not be construed as an exemption from such regulations.

~~C. Application for a Home Occupation License; Inspection of the Premises.~~

- ~~1. Permitted home occupations shall be licensed with the City of Prairie Village. The applicant for a home occupation license shall submit to the Building Official a floor plan for the home occupation, as well as completed license application, on forms provided by the Building Official and the license fee as established by City Council. The applicant and owner will be required to complete an affidavit certifying that he or she understands the City performance standards with respect to the operation of home occupations. The applicant will also be required to agree to comply with such standards.~~
- ~~2. The Building Official shall review the application for a home occupation license and shall, within ten (10) days from the date such application determine whether the proposed home occupation complies with the requirements and performance standards of this section. Any finding of noncompliance shall be set forth in writing and sent to the applicant.~~
- ~~3. Any application for a home occupation license containing false information shall void the license from the date of the application.~~
- ~~4. Upon approval of an application for a home occupation license and appropriate payment, the applicant shall be sent a home occupation license.~~
- ~~5. Home occupation licenses, once having been granted under the terms of this section, may be renewed annually. With respect to such applications for renewal, the Building Official may require the submission of floor plans, or, in lieu thereof, may require the applicant for renewal to state that no change in the floor plan is anticipated from the plans submitted with the original application. On any application for renewal, the Building Official shall make the same determination, in the time period and manner required for original home occupation license applications, and shall either approve or disapprove such application for renewal.~~
- ~~6. A home occupation license is not transferable to other locations, other operators, or different types of home occupations.~~
- ~~7. The Building Official or his/her designee may obtain a warrant to inspect the premises if the Building Official has probable cause to believe that this ordinance is being violated.~~

~~D. Appeal of Denial of Home Occupation Licenses to the Board of Zoning Appeals. Any applicant who is aggrieved by a decision of the Building Official may appeal that decision to the Board of Zoning Appeals. An appeal must be filed within ten (10) business days of the date of said decision, and shall provide written notice of the time and place of such hearing to the applicant. The hearing on such appeal shall take place no later than forty-five (45) days after the filing date of the appeal. The decision of the Board of Zoning Appeals shall be rendered in writing within thirty (30) days from the date of the appeal hearing.~~

~~E. Suspension of Home Occupation Licenses.~~

- ~~1. Upon determining that any home occupation which has been granted a license pursuant to the terms of this section has failed to meet one or more of the requirements or performance standards set forth in this section, the Building Official shall immediately suspend the license of such home occupation. The Building Official shall provide written notice of such suspension setting forth the~~

~~reasons for such suspension, and shall mail a copy of such written notice to the operator of the home occupation.~~

- ~~z. The operator of any home occupation which has had its license suspended may appeal such suspension by filing a written notice of appeal with the Building Official within fifteen (15) days after the Building Official has filed the notice of suspension. A hearing on such appeal shall be held by the Board of Zoning Appeals no more than thirty (30) days after the operator of the home occupation files such notice of appeal. The Board of Zoning Appeals, after a hearing, may, by majority vote reverse or affirm the decision of the Building Official to suspend such home occupation license.~~

New Text replacing subsections C, D and E:

- C. All home occupations shall be licensed by the City of Prairie Village. Procedures for granting and suspension of licenses shall be governed by the administrative regulations of the City. Licensing Applications may be obtained from the City Clerk. Appeals from denials or suspensions or licenses for home occupations shall be governed by Section 19.54.025 of the Zoning Ordinance.***

Also Sections 19.34.015.H, I and J relating to Child Care licensing would be deleted and replaced by a new Section 19.34015.H that reads as follows.

**19.34.015 Child Care as Family Day Care Home Accessory Use; When Permitted in Districts R-1, R-2, RP-1 and RP-2.**

- A. Family Day Care Home Requirements**
- 1. A "Family Day Care Home" is an acceptable accessory use only if such day care home complies with the State of Kansas requirements for family day care homes (K.S.A. 65-517 and 39-1501), and the following:**
    - a. Not more than six (6) children less than 16 years of age may be cared for in a registered family day care home. In no event, shall these limits be construed as allowing more children to be cared for in a family day care home than state laws allow;**
    - b. Not more than three (3) of the children cared for in a family day care home shall be less than eighteen (18) months of age;**
    - c. Any children of a person providing care in a family day care home count toward the limitations of Subsection (a) and (b) if such children are cared for in the family day care home;**
    - d. *Not more than two adults;***
    - d. e. A person shall not be considered to be maintaining a family day care home if only children *and adults* who are related by blood, marriage, or legal adoption to such person are cared for.**
- B. Area of Use. Family day care homes must be confined to the interior of the home and to the side setback and rear yards of such homes. Homes located on corner lots shall restrict the exterior area to the rear yard and the side setback opposite the corner side of the home.**
- C. Authorized Participants in Family Day Care Homes. This occupation shall be conducted by family members residing on the premises with no assistance from other individuals or groups. No employees or other type assistance will be allowed in the conduct of its business, except a non-family member may serve as the substitute care provider solely**

for the purpose of providing a backup in the event of temporary and/or emergency absence of the child care provider in compliance with state regulations that require a substitute care provider.

- D. Exterior Alterations of Residence. No exterior alterations of the residence or other visible evidence of the conduct of such occupation is allowed.
- E. Advertising. No use of advertising on the premises which calls attention to the fact that the home is being used for business purposes shall be permitted.
- F. Traffic and Parking. If parking, deliveries or visitations for family day care homes occur in a manner of frequency causing disturbance to the normal traffic flow for the neighborhood, the use shall be discontinued at that location.
- G. Compliance with Federal, State and Local Laws. Family day care homes shall be registered or licensed by the state and shall comply with all local, state and federal laws and regulations. The requirements for, registering and/or licensing of, family day care homes under this section shall not be construed as an exemption from such regulations. Licensing or registering by a state or federal agency of a family day care home likewise shall not cause said provider to be exempted from the restrictions of this section.
- ~~H. Application for a Family Day Care Home City Occupation License; Inspection of the Premises.
  - ~~1. Permitted family day care homes shall be licensed with the City of Prairie Village. The applicant for a family day care license shall submit to the Building Official a floor plan for the facility, as well as a completed license application, on forms provided by the Building Official and the application fee as established by the City Council. The applicant and owner will be required to complete an affidavit certifying that he/she understands the City performance standards with respect to the operation of a family day care home. The applicant shall be approved for fire safety by the fire inspector and will not be granted a license until violations cited by the fire inspector are corrected.~~
  - ~~2. The Building Official shall review the application for a family day care license and shall, within ten (10) days from the date such application is filed, determine whether the proposed family day care home complies with the requirements and performance standards of this section. Any finding of noncompliance shall be set forth in writing and sent to the applicant. Applicant can reapply when any deficiency is corrected.~~
  - ~~3. Any application for a family day care license containing false information shall be void the license from the date of the application.~~
  - ~~4. Upon approval of an application for a family day care license and appropriate payment, the applicant shall be sent a family day care license which shall be valid for one (1) year.~~
  - ~~5. The family day care license may be renewed in the same manner as provided in this section.~~
  - ~~6. A family day care license is not transferable to other locations, or to other providers.~~
  - ~~7. The Building Official or his/her designee may obtain a warrant to inspect the premises if the Building Official has probable cause to believe that this ordinance is being violated.~~~~

- ~~I. Appeal of Denial of Family Day Care License to the Board of Zoning Appeals. Any applicant who is aggrieved by a decision of the Building Official may appeal that decision to the Board of Zoning Appeals. An appeal must be filed within ten (10) days of the date of said decision by the Building Official. The Board of Zoning Appeals shall set a hearing on such appeal within forty-five (45) days of the filing date of the same and shall provide written notice of the time and place of such hearing to the applicant. The decision of the Board of Zoning Appeals shall be rendered in writing within thirty (30) days from the date of the appeal hearing.~~
- ~~J. Suspension of Family Day Care Home License.~~
- ~~1. Upon determining that any family day care home which has been granted a license pursuant to the terms of this section has failed to meet one more of the requirements or performance standards set forth in this section, the Building Official shall immediately suspend the family day care license. The Building Official shall provide written notice of such suspension setting forth the reasons for such suspension, and shall mail a copy of such written notice to the family day care provider.~~
  - ~~2. The operator of any family day care home who has had his/her license suspended may appeal such suspension by filing a written notice of appeal with the Building Official within ten (10) days after the Clerk files the notice of suspension. A hearing on such appeal shall be held by the Board of Zoning Appeals no more than forty five (45) days after the provider of the family day care files such notice of appeal.~~

New text replacing Subsection H, I and J:

*H. All family day care homes shall be licensed by the City of Prairie Village. Procedures for granting and suspension of licenses shall be governed by the administrative regulations of the City. Licensing Applications may be obtained from the City Clerk. Appeals from denials or suspensions of licenses for day care homes shall be governed by Section 19.54.025 of the Zoning Ordinance.*

Mr. Williamson added that Section 19.02.160 Definitions would also change as follows:

**19.02.160 Day Care Center.**

"Day Care Center" means a building or place where care, supervision, custody or control is provided for more than six (6) unrelated children or *more than two (2)* adults for up to twelve (12) hours of any 24-hour day.

Section 19.02.165 Definition would change as follows:

**19.02.165 Day Care Nursery - Family Day Care Home.**

*Family "Day Care Nursery Home"* means a residence or building in which care, supervision, custody or control is provided for six (6) or less unrelated children or *not more than two (2)* adults for up to twelve (12) hours of any 24-hour day. ~~Babysitting service for four (4) or less infants shall be considered a day care nursery.~~

Chairman Ken Vaughn asked if there was anyone present to speak on this application; being none, he closed the public hearing at 7:15 p.m.

Marlene Nagel asked if "adult" was defined as over 16 years of age. Mr. Williamson stated he did not check but noted a "child" is defined by the state as 16 years of age or less; therefore, he would think that would be the case.

Marlene Nagel moved the Planning Commission forward the proposed amendments to Section 19.34.010 "Home Occupations", 19.34.015 "Family Day Care" and 19.02 Definitions be forwarded to the Governing Body as presented with recommendation for adoption. The motion was seconded by Randy Kronblad and passed unanimously.



PLANNING COMMISSION MINUTES  
JULY 7, 2009

OTHER BUSINESS

PC2009-03 Consider Proposed Wireless Communications Facilities Ordinance -  
Chapter 19.33

At its regular meeting on June 2, 2009, the Planning Commission reconsidered the Proposed Wireless Communications Facilities Ordinance as returned by the Governing Body considering several items that had been generated by the public during the discussion of the proposed ordinance.

It was the consensus of the Planning Commission to make the revisions recommended by Staff and bring a revised final copy of the proposed ordinance for final review and recommendation of the Commission.

Ron Williamson reviewed the changes recommended which replaced the word "dominant" in factors of consideration; adding coverage maps at ten foot intervals; allowing for a third party analysis and identifying the fall zone for monopoles. The specific language follows with the language to be deleted is lined out and new language is shown in *bold italics*.

19.33.025 Factors For Consideration

- A. 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 the special use will not *cause substantial injury to the value of other properties in* ~~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 ~~se-dominate~~ *cause substantial injury to the value of property in* the immediate neighborhood, consideration shall be given to:

19.33.030 Application Information

- A. The applicant shall submit an overall plan that shows the coverage gaps in service or lack of network capacity throughout the entire City and provide an indication of future needed/proposed wireless communication facilities, towers, and/or antenna.

The applicant shall demonstrate how the proposed communication facility will impact its overall network within the City of Prairie Village and adjacent cities on both sides of the state line.

The study shall also provide documentation establishing the minimum height necessary to provide the applicant's services and the height required to provide for co-location. *The study shall include coverage maps for the proposed monopole at the requested height and at ten feet descending intervals to 50 feet.*

*The Planning Commission of City Council at its discretion may require a third party analysis, at the applicant's expense, to confirm the need for the facility.*

The applicant shall be responsible to timely update the above described study and information during the Special Use Permit process.

- D. Any application for construction of a new wireless communication facility, tower, antenna or equipment compound must provide a detailed site plan of the proposed project. This properly scaled site plan will include one page (including ground contours) that portrays the layout of the site, *including the proposed facility, the fall radius of any proposed monopole*, as well as proposed and existing structures within 200 feet of the tower base and the identification of the specific trees, structures, improvements, facilities and obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate. Access to and from the site, as well as dimensioned proposed and existing drives, must be included on this plan. Detailed exterior elevations (from all views) of the tower, screening wall, and all proposed buildings must also be submitted. Finally, a landscape plan detailing location, size, number and species of plant materials must be included for review and approval by the Planning Commission.

Marlene Nagel asked for clarification on stealth definition. Mr. Williamson confirmed a monopole is not a stealth application and that a tree structure would be a stealth application. Dale Beckerman confirmed the tree application could also be considered an "alternative structure".

Chairman Ken Vaughn noted that although this is not a public hearing, he would take relative comments on the changes made.

Harold Neptune, 4722 West 68<sup>th</sup> Street, stated he is supportive of the proposed ordinance; however, he would like to see the ordinance more directly address structures in residential areas. He felt this ordinance was more appropriate for commercial areas.

Kate Faerber, 4806 West 68<sup>th</sup> Street, asked how often maintenance of the tower is required. Mr. Williamson responded they are required to maintain the structure at all times. Mrs. Faerber asked specifically about radiation levels. Mr. Williamson stated they need to meet the FCC requirements and that local unites of government could not regulate environmental issues. Dennis Enslinger added the city relies on the FCC to oversee the technical requirements for licensing.

Nancy Vennard moved the Planning Commission forward the proposed ordinance as revised to the Governing Body with their recommendation for adoption. The motion was seconded by Bob Lindeblad and passed by a vote of 6 to 0.

### **Consider revisions to Chapter 19.34 “Accessory Uses”**

Ron Williamson explained Chapter 19.34 has lengthy and detailed requirements for licensing Home Occupations and Child Care Facilities. The problem is that regulations and procedures change and the Zoning Ordinance must be amended. Also, these requirements may be in conflict with the city licensing code and who actually issues the licenses. To simplify this situation, Staff would like to delete the text relating to the administrative process of licensing and simply require that they be licensed. The administrative requirements would be contained in the licensing regulations.

In order to accomplish this, Sections 19.34.010.C, D and E relating to Home Occupations would be deleted and replaced by a new Section 19.34.010.C that reads as follows:

- C. All home occupations shall be licensed by the City of Prairie Village. Procedures for granting and suspension of licenses shall be governed by the administrative regulations of the City. Licensing Applications may be obtained from the City Clerk. Appeals from denials or suspensions or licenses for home occupations shall be governed by Section 19.54.025 of the Zoning Ordinance.***

Also Sections 19.34.015.H, I and J relating to Child Care licensing would be deleted and replaced by a new Section 19.34.015.H that reads as follows:

- H. All day care homes shall be licensed by the City of Prairie Village. Procedures for granting and suspension of licenses shall be governed by the administrative regulations of the City. Licensing Applications may be obtained from the City Clerk. Appeals from denials or suspensions of licenses for day care homes shall be governed by Section 19.54.025 of the Zoning Ordinance.***

Marlene Nagel asked if this was child care only or if it included adult care. Joyce Hagen Mundy stated as described by definition it is only child care. Ron Williamson said he would review definitions.

Bob Lindeblad moved the Planning Commission authorize a public hearing on the proposed ordinance revisions on September 1, 2009. The motion was seconded by Randy Kronblad and passed by a vote of 6 to 0.

### **Short Term Special Use Permit**



## STAFF REPORT

**TO:** Prairie Village Planning Commission  
**FROM:** Ron Williamson, BWR, Planning Consultant  
**SUBJECT:** Proposed Amendments to Chapter 19.34 Accessory Uses Sections 19.34.015 and 19.04.16 and Chapter 19.02 Definitions  
**DATE:** September 1, 2009 BWR Project # 2009-0024.01.0002

### COMMENTS:

At its regular meeting on July 7, 2007, the Planning Commission authorized the Staff to publish a notice to amend the Sections of the Zoning Ordinance. The Planning Commission also directed the Staff to be sure that adult day care was addressed and it has been included in the proposed amendments. Kansas Statute limits the number of adults in day care homes to two.

Chapter 19.34 has lengthy and detailed requirements for licensing Home Occupations and Child Care Facilities. The problem is that regulations and procedures change and the Zoning Ordinance must be amended. Also, these requirements may be in conflict with the city licensing code and who actually issues the licenses. To simplify this situation, Staff would like to delete the text relating to the administrative process of licensing and just require that they be licensed. The administrative requirements would be contained in the licensing regulations. Text to be deleted is lined out and new text is shown in bold italics.

In order to accomplish this, Sections 19.34.010.C, D and E relating to Home Occupations would be deleted and replaced by a new Section 19.34.010.C that reads as follows:

**19.34.010 Home Occupations as Accessory Uses; When Permitted in Districts R-1a, R-1b, R-2, R-3, RP-1, & RP-2, RP-3 and RP-4.**

- A. Purpose and Intent. It is the purpose and intent of this section to:
1. Maintain neighborhood integrity and preserve the residential character of neighborhoods by encouraging compatible land uses;
  2. Provide residents of the City with an option to utilize their residences as places to enhance or fulfill personal economic goals as long as the choice of home occupations does not infringe on the residential rights of neighbors;
  3. Establish criteria for establishing home occupations in dwelling units within residential districts;
  4. Assure that public and private services such as street, sewer, water or electrical systems are not burdened by home occupations to the extent that usage exceeds that which is normally associated with the residence;
- B. Standards for Determining whether a home occupation will be permitted. Home occupations are permitted as an accessory use to a residence only when all of the following performance standards are met:

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BUCHER, WILLIS & RATLIFF CORPORATION

903 East 104<sup>th</sup> Street | Suite 900 | Kansas City, Missouri 64131-3451 | P 816.363.2696 | F 816.363.0027 | www.bwrcorp.com  
engineering | planning | architecture

1. **Area of Use.** Home occupations shall be entirely contained within the interior of a residence and shall not be located in garages or accessory structures on the site. No visible evidence of the home occupation shall be apparent from the street or surrounding area. A home occupation shall use no more than 20% of the total dwelling unit floor area, which does not include the floor area of the garage. Those home occupations which require occasional meetings using more than 20% of the floor space may be permitted, providing such meetings do not occur more frequently than once per month;
2. **Authorized Participants in the Home Occupation.** The home occupation shall be conducted by family members residing on the premises with no assistance from other individuals or groups. The home occupation shall have no other employees, independent contractors, or any other entity working on or dispatched from the premises;
3. **Exterior Alterations of Residence; Storage of Equipment; Vehicles Used in Business:**
  - a. No home occupation shall require external alterations of the residence and its surrounding property or other visible evidence of the conduct of such home occupation, except for visitations, which are in compliance with the terms of 19.34.10. B. 8 and other provisions of the P.V. Municipal Code.
  - b. No storage or display of materials, goods, supplies, or equipment related to the operation of the home occupation shall be visible from the outside of the residence in which the home occupation is conducted.
4. **Advertising.** The home occupation shall not involve the use of advertising signs on the premises which call attention to the fact that the home is being used for business purposes;
5. **Sales, Repairs, Leasing:**
  - a. The commercial exchange of tangible goods or other items constituting a sale between the proprietor of a home occupation and a member of the general public shall not be permitted on the premises of a home occupation. Members of the general public shall not include persons in the home by prior individualized invitation. Visitations by such person must be in accordance with the limitations set out in 19.34.010. B. 8.
  - b. Visitations generated to or from a home occupation by customers with items to be, or which have been repaired, must be in accordance with the limitations set out in 19.34.010.B. 8.
  - c. Exchange of items in a lease agreement between the proprietor of a home occupation or an authorized participant shall not occur on the premises of a home occupation.
6. **Traffic and Parking.** If parking, deliveries or visitations for a home occupation occur in a manner or frequency causing disturbance to the normal traffic flow for the neighborhood the occupation shall be discontinued at that location;
7. **Regulation of Nuisances.** A home occupation shall not create excessive noise, dust or dirt, heat, smoke, odors, vibration and glare or bright lighting, which would be over and above that created by a single family residential dwelling. The production, dumping or storage of combustible or toxic substances shall not be permitted on the premises of the home occupation, except for the incidental storage of items such as paint, paper, and other household goods, which might, under certain circumstances, be toxic or combustible. Additionally, a home occupation shall not create interference or fluctuations of radio or television transmission;

8. Visitations. A home occupation may attract patrons, students or any business related individuals only between the hours of 7:00 a.m. and 9:00 p.m., weekdays. The home occupation shall generate no more than one (1) visitation at any given time, except in those instances where a home occupation consists of teaching, instructing or tutoring, in which event, no more than three (3) students shall be taught at one time and there will be no more than ten visitations (ten (10) arrivals and ten (10) departures) per day. All other home occupations shall also not generate more than ten (10) business-related visitations per day, which shall constitute ten (10) arrivals and ten (10) departures. These standards shall not be construed so as to prohibit occasional group gatherings, recitals, or demonstrations. However, such gathering shall not occur more frequently than once per month and must be held within the visitation hours specified in this chapter;
9. Compliance with Federal, State and Local Laws. Home occupations shall comply with all other local, state, and federal laws and regulations. The requirements for, and licensing of a home occupation under this section shall not be construed as an exemption from such regulations.

~~C. Application for a Home Occupation License; Inspection of the Premises.~~

- ~~1. Permitted home occupations shall be licensed with the City of Prairie Village. The applicant for a home occupation license shall submit to the Building Official a floor plan for the home occupation, as well as completed license application, on forms provided by the Building Official and the license fee as established by City Council. The applicant and owner will be required to complete an affidavit certifying that he or she understands the City performance standards with respect to the operation of home occupations. The applicant will also be required to agree to comply with such standards.~~
- ~~2. The Building Official shall review the application for a home occupation license and shall, within ten (10) days from the date such application determine whether the proposed home occupation complies with the requirements and performance standards of this section. Any finding of noncompliance shall be set forth in writing and sent to the applicant.~~
- ~~3. Any application for a home occupation license containing false information shall void the license from the date of the application.~~
- ~~4. Upon approval of an application for a home occupation license and appropriate payment, the applicant shall be sent a home occupation license.~~
- ~~5. Home occupation licenses, once having been granted under the terms of this section, may be renewed annually. With respect to such applications for renewal, the Building Official may require the submission of floor plans, or, in lieu thereof, may require the applicant for renewal to state that no change in the floor plan is anticipated from the plans submitted with the original application. On any application for renewal, the Building Official shall make the same determination, in the time period and manner required for original home occupation license applications, and shall either approve or disapprove such application for renewal.~~
- ~~6. A home occupation license is not transferable to other locations, other operators, or different types of home occupations.~~
- ~~7. The Building Official or his/her designee may obtain a warrant to inspect the premises if the Building Official has probable cause to believe that this ordinance is being violated.~~

- ~~D. Appeal of Denial of Home Occupation Licenses to the Board of Zoning Appeals. Any applicant who is aggrieved by a decision of the Building Official may appeal that decision to the Board of Zoning Appeals. An appeal must be filed within ten (10) business days of~~

~~the date of said decision, and shall provide written notice of the time and place of such hearing to the applicant. The hearing on such appeal shall take place no later than forty-five (45) days after the filing date of the appeal. The decision of the Board of Zoning Appeals shall be rendered in writing within thirty (30) days from the date of the appeal hearing.~~

~~E. Suspension of Home Occupation Licenses:~~

- ~~1. Upon determining that any home occupation which has been granted a license pursuant to the terms of this section has failed to meet one or more of the requirements or performance standards set forth in this section, the Building Official shall immediately suspend the license of such home occupation. The Building Official shall provide written notice of such suspension setting forth the reasons for such suspension, and shall mail a copy of such written notice to the operator of the home occupation.~~
- ~~2. The operator of any home occupation which has had its license suspended may appeal such suspension by filing a written notice of appeal with the Building Official within fifteen (15) days after the Building Official has filed the notice of suspension. A hearing on such appeal shall be held by the Board of Zoning Appeals no more than thirty (30) days after the operator of the home occupation files such notice of appeal. The Board of Zoning Appeals, after a hearing, may, by majority vote reverse or affirm the decision of the Building Official to suspend such home occupation license.~~

New Text replacing subsections C, D and E:

- C. All home occupations shall be licensed by the City of Prairie Village. Procedures for granting and suspension of licenses shall be governed by the administrative regulations of the City. Licensing Applications may be obtained from the City Clerk. Appeals from denials or suspensions or licenses for home occupations shall be governed by Section 19.54.025 of the Zoning Ordinance.***

Also Sections 19.34.015.H, I and J relating to Child Care licensing would be deleted and replaced by a new Section 19.34015.H that reads as follows.

**19.34.015 Child Care as Family Day Care Home Accessory Use; When Permitted in Districts R-1, R-2, RP-1 and RP-2.**

**A. Family Day Care Home Requirements**

1. A "Family Day Care Home" is an acceptable accessory use only if such day care home complies with the State of Kansas requirements for family day care homes (K.S.A. 65-517 *and 39-1501*), and the following:
  - a. Not more than six (6) children less than 16 years of age may be cared for in a registered family day care home. In no event, shall these limits be construed as allowing more children to be cared for in a family day care home than state laws allow;
  - b. Not more than three (3) of the children cared for in a family day care home shall be less than eighteen (18) months of age;
  - c. Any children of a person providing care in a family day care home count toward the limitations of Subsection (a) and (b) if such children are cared for in the family day care home;
  - d. ***Not more than two adults;***

- d. e. A person shall not be considered to be maintaining a family day care home if only children *and adults* who are related by blood, marriage, or legal adoption to such person are cared for.
- B. Area of Use. Family day care homes must be confined to the interior of the home and to the side setback and rear yards of such homes. Homes located on corner lots shall restrict the exterior area to the rear yard and the side setback opposite the corner side of the home.
- C. Authorized Participants in Family Day Care Homes. This occupation shall be conducted by family members residing on the premises with no assistance from other individuals or groups. No employees or other type assistance will be allowed in the conduct of its business, except a non-family member may serve as the substitute care provider solely for the purpose of providing a backup in the event of temporary and/or emergency absence of the child care provider in compliance with state regulations that require a substitute care provider.
- D. Exterior Alterations of Residence. No exterior alterations of the residence or other visible evidence of the conduct of such occupation is allowed.
- E. Advertising. No use of advertising on the premises which calls attention to the fact that the home is being used for business purposes shall be permitted.
- F. Traffic and Parking. If parking, deliveries or visitations for family day care homes occur in a manner of frequency causing disturbance to the normal traffic flow for the neighborhood, the use shall be discontinued at that location.
- G. Compliance with Federal, State and Local Laws. Family day care homes shall be registered or licensed by the state and shall comply with all local, state and federal laws and regulations. The requirements for, registering and/or licensing of, family day care homes under this section shall not be construed as an exemption from such regulations. Licensing or registering by a state or federal agency of a family day care home likewise shall not cause said provider to be exempted from the restrictions of this section.
- H. ~~Application for a Family Day Care Home City Occupation License; Inspection of the Premises.~~
1. ~~Permitted family day care homes shall be licensed with the City of Prairie Village. The applicant for a family day care license shall submit to the Building Official a floor plan for the facility, as well as a completed license application, on forms provided by the Building Official and the application fee as established by the City Council. The applicant and owner will be required to complete an affidavit certifying that he/she understands the City performance standards with respect to the operation of a family day care home. The applicant shall be approved for fire safety by the fire inspector and will not be granted a license until violations cited by the fire inspector are corrected.~~
2. ~~The Building Official shall review the application for a family day care license and shall, within ten (10) days from the date such application is filed, determine whether the proposed family day care home complies with the requirements and performance standards of this section. Any finding of noncompliance shall be set forth in writing and sent to the applicant. Applicant can reapply when any deficiency is corrected.~~



- ~~3. Any application for a family day care license containing false information shall be void the license from the date of the application.~~
  - ~~4. Upon approval of an application for a family day care license and appropriate payment, the applicant shall be sent a family day care license which shall be valid for one (1) year.~~
  - ~~5. The family day care license may be renewed in the same manner as provided in this section.~~
  - ~~6. A family day care license is not transferable to other locations, or to other providers.~~
  - ~~7. The Building Official or his/her designee may obtain a warrant to inspect the premises if the Building Official has probable cause to believe that this ordinance is being violated.~~
- ~~I. Appeal of Denial of Family Day Care License to the Board of Zoning Appeals. Any applicant who is aggrieved by a decision of the Building Official may appeal that decision to the Board of Zoning Appeals. An appeal must be filed within ten (10) days of the date of said decision by the Building Official. The Board of Zoning Appeals shall set a hearing on such appeal within forty five (45) days of the filing date of the same and shall provide written notice of the time and place of such hearing to the applicant. The decision of the Board of Zoning Appeals shall be rendered in writing within thirty (30) days from the date of the appeal hearing.~~
- ~~J. Suspension of Family Day Care Home License.~~
- ~~1. Upon determining that any family day care home which has been granted a license pursuant to the terms of this section has failed to meet one more of the requirements or performance standards set forth in this section, the Building Official shall immediately suspend the family day care license. The Building Official shall provide written notice of such suspension setting forth the reasons for such suspension, and shall mail a copy of such written notice to the family day care provider.~~
  - ~~2. The operator of any family day care home who has had his/her license suspended may appeal such suspension by filing a written notice of appeal with the Building Official within ten (10) days after the Clerk files the notice of suspension. A hearing on such appeal shall be held by the Board of Zoning Appeals no more than forty five (45) days after the provider of the family day care files such notice of appeal.~~

New text replacing Subsection H, I and J:

- H. All family day care homes shall be licensed by the City of Prairie Village. Procedures for granting and suspension of licenses shall be governed by the administrative regulations of the City. Licensing Applications may be obtained from the City Clerk. Appeals from denials or suspensions of licenses for day care homes shall be governed by Section 19.54.025 of the Zoning Ordinance.***

Section 19.02.160 Definition would change as follows:

**19.02.160 Day Care Center.**

"Day Care Center" means a building or place where care, supervision, custody or control is provided for more than six (6) unrelated children or ***more than two (2)*** adults for up to twelve (12) hours of any 24-hour day.

Section 19.02.165 Definition would change as follows:

**19.02.165 Day Care Nursery - Family Day Care Home.**

*Family "Day Care Nursery Home"* means a residence or building in which care, supervision, custody or control is provided for six (6) or less unrelated children or *not more than two (2)* adults for up to twelve (12) hours of any 24-hour day. ~~Babysitting service for four (4) or less infants shall be considered a day care nursery.~~

**RECOMMENDATION:**

It is the recommendation of Staff that the Planning Commission recommend the proposed amendments to the Governing Body.

**Ordinance No. 2208**

**AN ORDINANCE AMENDING CHAPTER 19.02 OF THE PRAIRIE VILLAGE MUNICIPAL CODE, ENTITLED "DEFINITIONS" BY AMENDING SECTION 19.02.160 ENTITLED "DAY CARE CENTER" AND SECTION 19.02.165 ENTITLED "DAY CARE NURSERY" AND AMENDING CHAPTER 19.34 ENTITLED "ACCESSORY USES" BY AMENDING SECTION 19.34.010 ENTITLED "HOME OCCUPATIONS AS ACCESSORY USES;" PARAGRAPHS (C) (D) & (E) AND SECTION 19.34.015 ENTITLED "FAMILY DAY CARE HOME ACCESSORY USE;" PARAGRAPHS (A) (H) (I) & (J),**

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

**Section I. Planning Commission Recommendation.**

After having received a recommendation from the Planning Commission and proper notice having been published and hearing held on September 1, 2009, as provided by law and under the authority of and subject to the provisions of the Zoning Regulations of the City of Prairie Village, Kansas, the Zoning Ordinance is amended as set forth in Sections II through IV.

**Section II. Amendment to Chapter 19.02**

Chapter 19.02 of the Prairie Village Municipal Code, entitled "Definitions" is hereby amended by amending Sections 19.02.160 and 19.02.165 to read as follows:

**19.02.160 Day Care Center**

"Day Care Center" means a building or place where care, supervision, custody or control is provided for more than six (6) unrelated children or more than two (2) adults for up to twelve (12) hours of any 24-hour day.

**19.02.165 Day Care - Family Day Care Home**

"Family Day Care Home" means a residence or building in which care, supervision, custody or control is provided for six (6) or less unrelated children or not more than (2) adults for up to twelve (12) hours of any 24-hour day.

**Section III. Amendment to Chapter 19.34.010**

Chapter 19.34 of the Prairie Village Municipal Code, entitled "Accessory Uses" is hereby amended by deleting Sections 19.34.010 (C) (D) & (E) and adding a new Section 19.34.010(C) which reads as follows:

**19.34.010 Home Occupations As Accessory Uses**

**C. All home occupations shall be licensed by the City of Prairie Village. Procedures for granting and suspension of licenses shall be governed by the administrative regulations of the City. Licensing Applications may be obtained from the City Clerk. Appeals from denials or suspensions or licenses for home occupations shall be governed by Section 19.54.025 of the Zoning Ordinance.**

**Section IV. Amendment to Chapter 19.34.015**

Chapter 19.34 of the Prairie Village Municipal Code, entitled "Accessory Uses" is hereby amended by deleting Sections 19.34.015 (H) (I) & (J) and amending Section 19.34.015(A) and adding a new Section 19.34.015(H) which reads as follows:

**19.34.015 Family Day Care Home Accessory Use**

**A. Family Day Care Home Requirements.**

1. A "Family Day Care Home" is an acceptable accessory use only if such day care home complies with the State of Kansas requirements for family day care homes (K.S.A 65-517 and 39-1501) and the following:
  - a. Not more than six (6) children less than 16 years of age may be cared for in a registered family day care home. In no event, shall these limits be construed as allowing more children to be cared for in a family day care home than state laws allow;
  - b. Not more than three (3) of the children cared for in a family day care home shall be less than eighteen (18) months of age;
  - c. Any children of a person providing care in a family day care home count toward the limitations of Subsection (a) and (b) if such children are cared for in the family day care home;
  - d. Not more than two adults;
  - e. A person shall not be considered to be maintaining a family day care home if only children and adults who are related by blood, marriage, or legal adoption to such person are cared for.

- H. All family day care homes shall be licensed by the City of Prairie Village. Procedures for granting and suspension of licenses shall be governed by the administrative regulations of the City. Licensing Applications may be obtained from the City Clerk. Appeals for denials or suspensions of licenses for day care homes shall be governed by Section 19.54.025 of the Zoning Ordinance.

**Section V. Repeal of Prior Ordinances.**

All ordinances and parts thereof that are inconsistent with any provision of this ordinance are hereby repealed.

**Section VI. Effective Date**

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

**PASSED AND APPROVED THIS 8th DAY OF SEPTEMBER, 2009.**

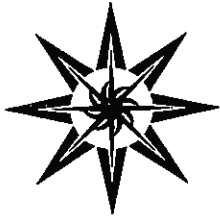
\_\_\_\_\_  
Ronald L. Shaffer, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



Council Meeting Date: September 8, 2009

Consider Renewal of a Special Use Permit for the installation of wireless communication antenna at 5000 West 95<sup>th</sup> Street

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#### RECOMMENDATION

Governing Body adopt an ordinance approving the renewal of a Special Use Permit for the installation, operation and maintenance of communication antenna by Verizon Wireless on the property described as 5000 West 95<sup>th</sup> Street, Prairie Village, Kansas.

#### BACKGROUND

Verizon Wireless is requesting renewal of a Special Use Permit that allowed the installation of four whip antennas and panels on the roof of the office building at 5000 West 95<sup>th</sup> Street. It should be noted that the original applicant was Cellular One, which was acquired by Verizon Wireless. The original application was recommended favorably by the Planning Commission, and approved by the Governing Body in August, 1999, for a period of five years. The Planning Commission recommended approval of a five year renewal July 6, 2004, and the Governing Body approved it on August 2, 2004. In 2005, Verizon designed modifications to this location for their new technology known as Long Term Evolution. This technology will require a third panel on each frame which will be located on the frame between the two existing whip/panel antennas.

The primary function of the added panels was to provide for what is referred to as "4th Generation Technology," or moving into the increased use of non-voice "Broadband" wireless services. Such technology primarily targets data transmission and manipulation with special emphasis on not only business and institutional functions, but private as well.

In accordance with the Commission's Citizen Participation Policy, a neighborhood meeting was held with no one attending and no one was present to address the Commission during the public hearing held September 1, 2009.

The Planning Commission found the findings of fact to be favorable for the reasons set forth in the minutes of their September 1, 2009 meeting (attached) and recommends that the Governing Body approve the renewal of a Special Use Permit for the installation, operation and maintenance of communication antenna by Verizon Wireless on the property located at 5000 West 95<sup>th</sup> Street subject to the following conditions:

- 1) The approval of the Special Use Permit Renewal shall be for a maximum of ten years. At the end of the ten-year period, and any subsequent ten-year renewal periods, the applicant shall resubmit the application and shall demonstrate to the satisfaction of the Planning Commission and the Governing Body that a need still exists for the antennas and that all the conditions of approval have been met. The permit may then be extended for an additional ten years and new conditions may be required.
- 2) The installation includes two frames with two whip antennas and three panel antennas on each frame.
- 3) All equipment cabinets and wiring shall be contained within the building.
- 4) The antennas and the frames for mounting them shall be painted a color that blends with the sky so that their visibility is minimized.
- 5) The applicant shall not prevent other users from locating on the building.

- 6) If the antenna and equipment installation is not operated for a continuous period of twelve (12) months, it shall be considered abandoned and the owner of the installation shall remove the same within 90 days after receiving notice from the City. If the installation is not removed within that 90 days period, the Governing Body may order the installation removed and may authorize the removal of the same at the permittee's expense.
- 7) The installation shall be structurally maintained to a suitable degree of safety and appearance (as determined by the City and any applicable law, statute, ordinance, regulation or standard) and if it is found not to be in compliance with the terms of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless the noncompliance is corrected. If the Special Use Permit becomes null and void, the applicant will remove the installation and all appurtenances and restore the site to its original condition.
- 8) In the future should the levels of radio frequency radiation emitted be determined to be a threat to human health or safety, the wireless communication installation shall be rectified or removed as provided for herein. This finding must be either mandated by any applicable law, by federal legislative action, or based upon regulatory guidelines established by the FCC.
- 9) In order to ensure structural integrity, the antennas shall be constructed and maintained in compliance with all applicable local building codes and the applicable standards for such antennas that are published by the Electronic Industries Alliance.
- 10) The installation shall meet or exceed all minimum structural and operational standards and regulations as established by the FCC, FAA, EPA and other applicable federal regulatory agencies. If such standards and regulations are changed, then the installation shall be brought into compliance within six (6) months of the effective date of the new standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal agency.
- 11) The permit holder shall promptly resolve any electromagnetic interference problems in accordance with any applicable law or FCC regulation.
- 12) A copy of the lease between the applicant and the landowner containing the following provisions:
  1. The landowner and the applicant shall have the ability to enter into leases with other carriers for co-location.
  2. The landowner shall be responsible for the removal of the communications facility in the event that the leaseholder fails to remove it upon abandonment.
- 13) The applicant shall obtain all other government approvals and permits to construct and operate communications facilities, including but not limited to approvals by the Kansas Corporation Commission.
- 14) Future renewals and additional carriers may locate on the building subject to the approval of a site plan by the Planning Commission and an amended Special Use Permit will not be required.

## **ATTACHMENTS**

Planning Commission Minutes - September 1, 2009

Proposed Ordinance 2209

### **PREPARED BY**

Joyce Hagen Mundy  
Planning Commission Secretary/City Clerk

### **DATE:**

September 3, 2009



verizon  
wireless

Site: K-0913  
95th & Rosewood  
Praine Village Ks



8500 W. 110th St. Overland Park, KS 66210  
913.438.7700



**PLANNING COMMISSION MINUTES  
SEPTEMBER 1, 2009**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, September 1, 2009 in the Council Chambers, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Dirk Schafer; Randy Kronblad and Marlene Nagel.

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

**APPROVAL OF MINUTES**

Dirk Schafer moved the approval of the minutes of July 7, 2009 as submitted. The motion was seconded by Marlene Nagel and passed unanimously.

**PUBLIC HEARINGS**

Chairman Ken Vaughn stated there would be two public hearings and reviewed the rules of procedure to be followed for the public hearings.

**PC2009-11     Renewal of Special Use Permit for Wireless Communications  
                  Antenna & Related Equipment  
                  5000 West 95<sup>th</sup> Street**

Trevor Wood, with Selective Site Consultants 8500 West 110<sup>th</sup> St, Suite 300, represented Verizon Wireless in their request for renewal of the Special Use Permit for the installation of four whip antennas on the roof of the office building at 5000 West 05<sup>th</sup> Street. The original application filed by Cellular One, which has been acquired by Verizon Wireless, was approved in August, 1999 for a period of five years and renewed in 2004.

The initial application was for the installation of four whip antennas and in 2004, approval was granted to add panels to each of the whip antennas. All the equipment is located within the building. In 2005, Verizon designed modifications to this location for their new technology known as Long Term Evolution. This technology will require a third panel on each frame which will be located on the frame between the two existing whip/panel antennas.

The primary function of the added panels was to provide for what is referred to as "4th Generation Technology," or moving into the increased use of non-voice "Broadband" wireless services. Such technology primarily targets data transmission and manipulation with special emphasis on not only business and institutional functions, but private as well.



A neighborhood meeting was held on August 12, 2009 with no one attending. It was noted the City has not received any complaints on the installation since it was originally installed in 1999.

Randy Kronblad confirmed the photo simulation in the packet included the additional panel antenna.

Ron Williamson asked what the size of the new panel antenna was in relation to the existing antenna. Mr. Wood responded the existing antennae are slightly shorter at six inches and narrowed than the new antenna.

Ron Williamson noted the conditions of approval for the Special Use Permit renewed in 2004 were as follows:

1. The approval of the Special Use Permit shall be for a maximum of five years. At the end of the five-year period, and any subsequent five-year renewal periods, the applicant shall resubmit the application and shall demonstrate to the satisfaction of the Planning Commission and the City Council that a need still exists for the antennae and that all the conditions of approval have been met. The permit may then be extended for an additional five years and new conditions may be required.
2. All equipment cabinets and wiring shall be contained within the building.
3. The whip and panel antenna and frames for mounting them shall be painted a color that blends with the sky so their visibility is minimized.
4. The applicant shall not prevent other users from locating on the building.
5. Any permit granted which is found to be in non-compliance with the terms of the special use permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected. If the special use permit becomes null and void, the applicant will remove the antennae, equipment cabinets, and all other appurtenances and shall restore the site to its original condition.
6. The applicant shall provide a copy of the lease agreement to the City prior to obtaining a building permit.
7. The applicant shall comply with all state and federal regulations.

Mr. Williamson reviewed the application under the new Wireless Communications Facilities Ordinance, noting however, that since this was a renewal and was not a tower that a number of items in the ordinance are not application.

- A. **A study comparing potential sites within an approximate one mile radius of the proposed application area. The study shall include the location and capacity of existing towers, alternative tower sites, a discussion of the ability or inability of each site to host the proposed communications facility and reasons why certain of these sites were excluded from consideration. The study must show what other sites are available and why the proposed location was selected over the others. It must also establish the need for the proposed facility and include a map showing the service area of the proposed facility as well as other alternative tower site and antennas.**

**If the use of exiting towers, alternative tower structures, and sites are unavailable, a reason or reasons specifying why they are unavailable needs to be set out and may include one or more of the following: refusal by current tower or site owner; topographical limitations; adjacent impediments blocking transmission; site limitations to tower or facility or tower; no space on existing facility or tower; other limiting factors rendering existing facilities or towers unusable. The documentation submitted must use**

technological and written evidence, that these sites are inadequate to fulfill the grid needs of the wireless service provider, or that a reasonable co-location lease agreement could not be reached with the owners of said alternative sites.

The applicant shall submit an overall plan that shows the coverage gaps in service or lack of network capacity throughout the entire City and provide an indication of future needed/proposed wireless communication facilities, towers, and/or antenna.

The applicant shall demonstrate how the proposed communication facility, will impact its overall network within the City of Prairie Village and adjacent cities on both sides of the state line.

The study shall demonstrate how the proposed communication facility, will impact its overall network within the City of Prairie Village and adjacent cities on both sides of the state line.

The study shall also provide documentation establishing the minimum height necessary to provide the applicant's services and the height required to provide for co-location. The study shall include coverage maps for the proposed monopole at the requested height and at ten feet descending intervals to 50 feet.

The Planning Commission or Governing Body at its discretion may require a third party analysis, at the applicant's expense, to confirm the need for the facility.

The applicant shall be responsible to provide timely updates of the above described study and information during the Special Use Permit process.

Since this is the second renewal of an existing installation, the City has not required a study of alternative locations within a one-mile radius. The City has encouraged the use of existing buildings in order to minimize the impact on the surrounding neighborhood. The applicant has indicated that this installation is an important location in servicing their customers and has modified it to provide better services.

**B. Multiple photo simulations of the proposed facility as viewed from the adjacent residential properties and public rights of way as directed by City Staff.**

Since the antennas are installed, the applicant has submitted photos of the actual installation with the proposed third panel added to the photo. The photos show both the installations on the east and west ends of the building.

**C. When possible, all wireless communication towers and alternative tower structures must be designed to accommodate multiple providers (co-location), unless after consideration of the recommendation of the Planning Commission, the City Council finds that the height or other factors required to make such an accommodation will have a more detrimental effect on the community than having multiple sites. Failure of a permit holder to negotiate in good faith to provide fairly priced co-location opportunities, based on industry standards may be grounds for denial or revocation of the Special Use Permit. A signed statement shall be submitted indicating the applicant's intention to share space on the tower with other providers.**

The agreement between Verizon Wireless and the building owner will not prohibit other providers from placing antennas on the building.

**D. Any application for construction of a new wireless communication facility, tower, antennae or equipment compound must provide a detailed site plan of the proposed project. This properly scaled site plan will include one page (including ground contours) that portrays the layout of the site, including the proposed facility, the fall radius of any proposed monopole, as well as proposed and existing structures within 200 feet of the tower base and the identification of the specific trees, structures, improvements, facilities and obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate. Access to and from the site, as well as dimensioned proposed and existing drives, must be included on this plan. Detailed exterior elevations (from all views) of the tower, screening wall, and all proposed buildings must also be submitted. Finally, a landscape plan detailing location, size, number and species of plant materials must be included for review and approval by the Planning Commission.**

Not applicable.

**E. Description of the transmission medium that will be used by the applicant to offer or to provide services and a statement that applicant will meet all federal, state and city regulations and law, including but not limited to FCC regulations.**

The applicant shall provide an engineer's statement that anticipated levels of electromagnetic radiation to be generated by facilities on the site, including the effective radiated power (ERP) of the antenna, shall be within the guidelines established by the FCC. The cumulative effect of all antennas and related facilities on a site will also comply with the radio frequency radiation emission guidelines established by the FCC. An antenna radiation pattern shall be included for each antenna.

Not applicable.

**F. Preliminary construction schedule including completion dates.**

Not applicable.

**G. The applicant shall provide a copy of its FCC license**

Submitted with previous renewal.

**H. Copies of letters sent to other wireless communication providers and their response regarding their interest to co-locate.**

Not applicable since it is a building and not a tower.

**I. Any other relevant information requested by City Staff.**

None requested.

The Planning Commission reviewed the following factors in consideration of the application for renewal of the Special Use Permit for wireless communication antenna by Verizon Wireless at 5000 West 95<sup>th</sup> Street:

**A. The character of the neighborhood.**

This building is located on the east edge of a commercial office complex at the intersection of 95<sup>th</sup> Street and Nall. Residences, an elementary school and a golf course surround the building on three sides.

**B. The zoning and uses of property nearby.**

The property to the west is zoned CP-1 Planned Commercial and is occupied by a bank and offices; the property to the north and east is zoned R-1A Single-family and

is occupied by Meadowbrook Country Club; and the property to the south is in Overland Park, Zoned R-1 Residential and is occupied by Trailwood Elementary School and residences.

- C. **The extent that a change will detrimentally affect neighboring property**  
This is the renewal of an existing Special Use Permit that will not have a detrimental affect on neighboring property.
- D. **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.**  
This is an existing installation with a minor modification which will not create any hardship on adjacent landowners.
- E. **The proposed special use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations.**  
The proposed antenna installation meets all the setback, height and area regulations contained in the Zoning Ordinance.
- F. **The proposed special use at the specified location will not adversely affect the welfare or convenience of the public.**  
This application will have no adverse affect on the welfare or convenience of the public. The applicant held a public meeting and no one appeared. The City has not received any complaints regarding this installation.
- G. **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 as the special use will not cause substantial injury to the value of the property in 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 cause substantial injury to the value of property in the immediate neighborhood, consideration shall be given to:**
  - 1. The location, size, nature and height of buildings, structures, walls, and fences on the site; and
  - 2. The nature and extent of landscaping and screening on the site.The installation of the antennas on this building has had relatively little impact and has not dominated the immediate neighborhood as to hinder development. It also should be pointed out that the neighborhood is totally developed and the only equipment that will be visible from the exterior are the whip and panel antennas. No landscaping or screening on the site is necessary.
- H. **Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations and such areas will be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect.**  
Off street parking will not be necessary for this particular use other than a parking space currently available for service people entering the building to maintain equipment. The parking that is provided on the site will be adequate for this need.
- I. **Adequate utility, drainage, and other such necessary facilities have been or will be provided.**

Since there are not external improvements on the site, existing utility, drainage, and other facilities should be adequate.

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

The site and the equipment should require only service vehicles for installation and periodic maintenance. The traffic generated by the use is so minimal that it will not create any additional congestion on the streets.

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

The antennas and equipment do not have any hazardous or toxic materials, obnoxious odors, or intrusive noises that would affect the general public.

- L. Architectural design and building materials are compatible with such design and materials used in the neighborhood in which the proposed facility is to be built or located.**

The equipment that is utilized for this installation is contained within the building itself, and therefore does not create any issues of compatibility. The whip and panel antennas and the mounting frame do not blend architecturally with the building, but are typical of roof installations throughout the metropolitan area. They have been painted with a color to blend as well as possible with the sky.

- M. City Staff recommendations.**

It is the opinion of Staff that the proposed renewal of the Special Use Permit favorably meets the Factors for Consideration and recommends that it be approved subject to the conditions of the renewal in 2004 and the new conditions contained in the ordinance. Under the new ordinance, the Special Use Permit Renewal may be extended for ten years rather than five and it is recommended that this be done.

Mr. Williamson also stated staff is recommending an additional condition that would allow for future renewals and new carrier applications to be handled as a site plan approval, not requiring an amendment to the Special Use Permit.

Chairman Ken Vaughn asked if there was anyone present to speak on this application; being none, he closed the public hearing at 7:07 p.m.

Randy Kronblad moved the Planning Commission upon finding favorably on the required findings of fact recommend the Governing Body approve the renewal of the Special Use Permit by Verizon Wireless for the installation at 5000 West 95<sup>th</sup> Street subject to the following conditions:

- 1) The approval of the Special Use Permit Renewal shall be for a maximum of ten years. At the end of the ten-year period, and any subsequent ten-year renewal periods, the applicant shall resubmit the application and shall demonstrate to the satisfaction of the Planning Commission and the City Council that a need still exists for the antennas and that all the conditions of approval have been met. The permit may then be extended for an additional ten years and new conditions may be required.

- 2) The installation includes two frames with two whip antennas and three panel antennas on each frame.
- 3) All equipment cabinets and wiring shall be contained within the building.
- 4) The antennas and the frames for mounting them shall be painted a color that blends with the sky so that their visibility is minimized.
- 5) The applicant shall not prevent other users from locating on the building.
- 6) If the antenna and equipment installation is not operated for a continuous period of twelve (12) months, it shall be considered abandoned and the owner of the installation shall remove the same within 90 days after receiving notice from the City. If the installation is not removed within that 90 days period, the Governing Body may order the installation removed and may authorize the removal of the same at the permittee's expense.
- 7) The installation shall be structurally maintained to a suitable degree of safety and appearance (as determined by the City and any applicable law, statute, ordinance, regulation or standard) and if it is found not to be in compliance with the terms of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless the noncompliance is corrected. If the Special Use Permit becomes null and void, the applicant will remove the installation and all appurtenances and restore the site to its original condition.
- 8) In the future should the levels of radio frequency radiation emitted be determined to be a threat to human health or safety, the wireless communication installation shall be rectified or removed as provided for herein. This finding must be either mandated by any applicable law, by federal legislative action, or based upon regulatory guidelines established by the FCC.
- 9) In order to ensure structural integrity, the antennas shall be constructed and maintained in compliance with all applicable local building codes and the applicable standards for such antennas that are published by the Electronic Industries Alliance.
- 10) The installation shall meet or exceed all minimum structural and operational standards and regulations as established by the FCC, FAA, EPA and other applicable federal regulatory agencies. If such standards and regulations are changed, then the installation shall be brought into compliance within six (6) months of the effective date of the new standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal agency.
- 11) The permit holder shall promptly resolve any electromagnetic interference problems in accordance with any applicable law or FCC regulation.
- 12) A copy of the lease between the applicant and the landowner containing the following provisions:
  1. The landowner and the applicant shall have the ability to enter into leases with other carriers for co-location.
  2. The landowner shall be responsible for the removal of the communications facility in the event that the leaseholder fails to remove it upon abandonment.
- 13) The applicant shall obtain all other government approvals and permits to construct and operate communications facilities, including but not limited to approvals by the Kansas Corporation Commission.
- 14) Future renewals and additional carriers may locate on the building subject to the approval of a site plan by the Planning Commission and an amended Special Use Permit will not be required.

The motion was seconded by Bob Lindeblad and passed unanimously.

## ORDINANCE 2209

**AN ORDINANCE RENEWING A SPECIAL USE PERMIT FOR THE INSTALLATION, OPERATION AND MAINTENANCE OF COMMUNICATION ANTENNAE BY VERIZON WIRELESS ON THE PROPERTY DESCRIBED AS 5000 WEST 95<sup>TH</sup> STREET, PRAIRIE VILLAGE, KANSAS**

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

**Section I. Planning Commission Recommendation.** At its regular meeting on September 1, 2009, the Prairie Village Planning Commission held a public hearing, found the findings of fact to be favorable and recommended that the Governing Body approve the renewal of a Special Use Permit for the installation, operation and maintenance of four existing whip/panel and the placement of a third panel on each frame located between the two existing whip/panel antennae by Verizon Wireless at 5000 West 95<sup>th</sup> Street subject to the following conditions:

1. The approval of the Special Use Permit shall be for a maximum of ten years. At the end of the ten-year period, and any subsequent ten-year renewal periods, the applicant shall resubmit the application and shall demonstrate to the satisfaction of the Planning Commission and the Governing Body that a need still exists for the antennae and that all the conditions of approval have been met. The permit may then be extended for an additional ten years and new conditions may be required.
2. The installation includes two frames with whip antennas and three panel antennas on each frame.
3. All equipment cabinets and wiring shall be contained within the building.
4. The antennas and frames for mounting them shall be painted a color that blends with the sky so their visibility is minimized.
5. The applicant shall not prevent other users from locating on the building.
6. If the antenna and equipment installation is not operated for a continuous period of twelve (12) months, it shall be considered abandoned and the owner of the installation shall remove the same within 90 days after receiving notice from the City. If the installation is not removed within that 90-day period, the Governing Body may order the installation removed and may authorize the removal of the same at the permittee's expense.
7. The installation shall be structurally maintained to a suitable degree of safety and appearance (as determined by the City and any applicable law, statute, ordinance, regulation or standard) and if it is found not to be in compliance with the terms of the Special Use Permit, it will become null and void within 90 days of notification on noncompliance unless the noncompliance is corrected. If the Special Use Permit becomes null and void, the applicant will remove the installation and all appurtenances and restore the site to its original condition.
8. In the future should the levels of radio frequency radiation emitted be determined to be a threat to human health or safety, the wireless communication installation shall be rectified or removed as provided for herein. This finding must be either mandated by any applicable law, by federal legislative action, or based upon regulatory guidelines established by the FCC.
9. In order to ensure structural integrity, the antennas shall be constructed and maintained in compliance with all applicable local building codes and the

applicable standards for such antennas that are published by the Electronic Industries Alliance.

10. The installation shall meet or exceed all minimum structural and operational standards and regulations as established by the FCC, FAA, EPA and other applicable federal regulatory agencies. If such standards and regulations are changed, then the installation shall be brought into compliance within six (6) months of the effective date of the new standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal agency.
11. The permit holder shall promptly resolve any electromagnetic interference problems in accordance with any applicable law or FCC regulation.
12. A copy of the lease between the applicant and the landowner containing the following provisions:
13. The applicant shall obtain all other government approvals and permits to construct and operate communications facilities, including but not limited to approvals by the Kansas Corporation Commission.
14. Future renewals and additional carriers may locate on the building subject to the approval of a site plan by the Planning Commission and an amended Special Use Permit will not be required.

**Section II. Findings of the Governing Body.** At its meeting on September 8, 2009, the Governing Body adopted by specific reference the findings of fact as contained in the minutes of the Planning Commission meeting of September 1, 2009, and the recommendations of the Planning Commission and approved the Special Use Permit as docketed PC2009-11.

**Section III. Granting of the Special Use Permit.** Be it therefore ordained that the City of Prairie Village grant a Special Use Permit to Verizon Wireless for four whip antennae and six panel antennae at 5000 West 95<sup>th</sup> Street, Prairie Village, Kansas subject to the fourteen specific conditions listed above.

**Section IV. 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 ADOPTED THIS 8th DAY OF SEPTEMBER, 2009.**

**CITY OF PRAIRIE VILLAGE, KANSAS**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



**MAYOR'S ANNOUNCEMENTS**  
**Tuesday, September 8, 2009**

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

Parks and Recreation Committee	09/09/2009	7:00 p.m.
Sister City Committee	09/14/2009	7:00 p.m.
Council Committee of the Whole	09/21/2009	6:00 p.m.
City Council	09/21/2009	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce an oils exhibit by Harriet Bigham for the month of September. The reception will be held on September 11th from 6:30 - 7:30 p.m.

**The Shawnee Mission Education Foundation 17<sup>th</sup> Annual Fall Breakfast is September 24<sup>th</sup> at 7:30 am at the Overland Park Convention Center. The City has reserved a table of 10. If you would like to attend, RSVP by September 11th to Jeanne Koontz at [jkoontz@pvkansas.com](mailto:jkoontz@pvkansas.com).**

Prairie Village Peanut Butter Week will be October 5 - 9 this year. Bring some peanut butter to the October 5<sup>th</sup> Council meeting!

The October exhibit in the R. G. Endres Gallery will be the annual State of the Arts. It will be a juried exhibit and three prizes of \$1,000 will be awarded including the R. G. Endres Memorial Best of Show Award. There will also be a new prize of \$500 - the Viewer's Choice Award. The receptions and awards reception will be held on October 9<sup>th</sup> from 6:00 to 8:00 p.m., with the awards being announced at 7:00 p.m.

The Johnson and Wyandotte County Mayor's Association Holiday Party will be held on December 2<sup>nd</sup>.

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

**INFORMATIONAL ITEMS**  
**September 8, 2009**

1. Planning Commission Minutes - July 17, 2009
2. Board of Zoning Appeals Minutes - February 3, 2009
3. Park and Recreation Committee Minutes - May 13, 2009
4. Sister City Committee Minutes - July 13, 2009
5. Communications Committee Minutes - August 6, 2009
6. Prairie Village Arts Council Minutes - July 15, 2009
7. Mark Your Calendars
8. Committee Agenda

**PLANNING COMMISSION MINUTES  
JULY 7, 2009**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, July 7, 2009 in the Council Chambers, 7700 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Dirk Schafer; Randy Kronblad, Marlene Nagel and Nancy Vennard.

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

**APPROVAL OF MINUTES**

Bob Lindeblad moved the approval of the minutes of June 2, 2009 as submitted. The motion was seconded by Randy Kronblad and passed by a vote of 4 to 0 with Marlene Nagel & Dirk Schafer abstaining due to their absence on June 2<sup>nd</sup>.

**PUBLIC HEARINGS**

Chairman Ken Vaughn reviewed the rules of procedure to be followed for the public hearing.

**PC2009-09 Revisions to the Prairie Village Zoning Regulations  
Chapter 19.48 entitled "Special Use Permit" & Chapter  
19.52 entitled "Procedural Provisions"**

At its regular meeting on June 2, 2009, the Planning Commission authorized a Public Hearing for the July 7, 2009 Planning Commission meeting to consider procedural changes that are needed in the Zoning Ordinance so that it is consistent with City Code and State Statute. Ron Williamson stated the proposed revisions also make the voting procedures for Special Use Permits consistent with those for Zoning Change requests. He noted the Kansas Planning Laws are specific about Zoning Change requests, but leave the procedure for consideration of Special Use Permits to the discretion of the City.

The primary change is in reference to a new definition of the Governing Body which includes all of the City Council and the Mayor. All references to City Council have been changed to "Governing Body" and clearly specifying the voting requirements for action by the Governing Body.

The City procedure for filing applications is different now than in the past. Chapter 19.52 Procedural Provisions refers to the Building Official and that is now the City Clerk. This has been revised as well. The following are proposed changes by Section. Language to be deleted is lined out and new language to be included is in italics.

## CHAPTER 19.52 PROCEDURAL PROVISIONS

### 19.52.000 **Governing Body.**

**Governing Body means the twelve (12) members of the City Council plus the Mayor for a total of thirteen (13) members.**

### 19.52.005 **Applicant. Application.**

A proposed amendment that affects specific property may be initiated by application of the owner of the property affected, the Planning Commission or the ~~City Council~~ **Governing Body**. If such application is made by the owner's agent, said agent shall enter upon the application the name and current mailing address of the owner. If the property is under contract or option to purchase, the name and current mailing address of the purchaser shall also be shown on the application. All applications shall be made on forms prescribed by the ~~City Planning Commission~~ and duly filed with the ~~Building Official~~ **City Clerk or their designee**.

A proposed amendment to supplement, change or generally revise the boundaries or zoning regulations may be initiated by the ~~City Council~~ **Governing Body** or Planning Commission.

### 19.52.015 **Public Hearing.**

All such applications shall be scheduled for hearing not later than the second regular monthly meeting of the Planning Commission following the date of the earliest publication period available as required by law. Any such hearing may, for good cause, in the discretion of the Planning Commission, be continued for a definite time to be specified in the record of the Commission. Notice of such hearing shall be published in one issue of the official newspaper of Prairie Village, such notice to be published not less than twenty (20) days exclusive of the days of the publication and hearing, prior to the date of said hearing before the Commission. The application area shall be designated by legal description or a general description sufficient to identify the property under consideration. If a general description is used, said notice shall include a statement that a complete legal description is available for public inspection and shall indicate where such information is available. In addition to such publication, the applicant shall be responsible for mailing notice of such proposed change to all the owners of lands located within two hundred (200) feet, except public streets and ways, of the area proposed be rezoned at least twenty (20) days prior to the hearing, thus providing an opportunity to all interested parties to be heard. Such mailed notice shall be given by certified mail, return receipt requested, and shall be in the

form of a letter explaining the proposed change. A copy of the publication notice shall be included and such mailed notices shall be addressed to the owners of land mentioned above and not to non-owner occupants. Failure to receive such notice shall not invalidate any subsequent action taken. The applicant shall file with the ~~Building Official~~ **City Clerk or their designee**, not less than six (6) days prior to the date of the hearing, an affidavit to the effect that such notices were indeed mailed in compliance with this title.

**19.52.035 Planning Commission Action.**

After the public hearing, the Planning Commission, by a majority of members present and voting, shall be required to recommend approval or denial of the amendment to the ~~City Council~~ **Governing Body**. If the Planning Commission fails to make a recommendation on a rezoning request, it shall be deemed to have made a recommendation of disapproval. The Planning Commission shall submit its recommendation, and the reasons therefore, to the ~~City Council~~ **Governing Body**.

**19.52.040 ~~City Council~~ Governing Body Action.**

After receipt of the Planning Commission's recommendations of any such amendment, the ~~City Council~~ **Governing Body** may:

1. Adopt such recommendation by a simple majority (7 votes) and if it is to approve a change, adopt an by ordinance to that effect;
2. Override such recommendation by a 2/3 majority vote of the membership of the ~~City Council~~ **Governing Body** (9 votes) and if it is to approve a change, adopt an by ordinance to that effect; or
3. Return such recommendation to the Planning Commission with a statement specifying the basis for the ~~City Council~~ **Governing Body's** failure to approve or disapprove by a simple majority of the quorum present.

If the ~~City Council~~ **Governing Body** returns the recommendations, the Planning Commission may resubmit its original recommendations giving the reasons therefore or submit a new and amended recommendation. If the Planning Commission fails to deliver its recommendation to the ~~City Council~~ **Governing Body** following the Planning Commission's next regular meeting, such inaction shall be deemed a resubmission of the original recommendation. Upon the receipt of any such recommendation, the ~~City Council~~ **Governing Body** may adopt or it may revise or amend and adopt such recommendation by a simple majority (7 votes) thereof or it need take no further action.

**19.52.045 Protest.**

Regardless of whether or not the Planning Commission approves or disapproves a zoning amendment, if a protest petition against such amendment is filed in the Office of the ~~Building Official~~ **City Clerk** within 14 days after the date of the conclusion of the public hearing pursuant to the

publication notice, the ordinance adopting such amendment shall not be passed except by at least a 3/4 vote of all members of the ~~City Council~~ **Governing Body (10 votes)**, signed by the owners of record of 20% or more of any real property proposed to be rezoned or by the owners of record of 20% of more of the total area required to be notified of the proposed rezoning of specific property, excluding streets and public ways.

## **CHAPTER 19.28 SPECIAL USE PERMITS**

### **19.28.000 Governing Body.**

**Governing Body means the twelve (12) members of the City Council plus the Mayor for a total of thirteen (13) members.**

### **19.28.010 Application.**

**A special use permit application shall be initiated by the owner of the property affected. If such application is made by the owner's agent, said agent shall enter upon the application the name and current mailing address of the owners. If the property is under contract or option to purchase, the name and current mailing address of the purchaser shall also be shown on the application. All applications shall be made on forms prescribed by the City Planning Commission and duly filed with the City Clerk or their designee.**

### **19.28.020 Public Hearing Notice.**

**All such applications shall be scheduled for hearing not later than the second regular monthly meeting of the Planning Commission following the date of the earliest publication period available as required by law. Any such hearing may, for good cause, in the discretion of the Planning Commission, be continued for a definite time to be specified in the record of the Commission. Notice of such hearing shall be published in one issue of the official newspaper of Prairie Village, such notice to be published not less than twenty (20) days or more than forty (40) days, exclusive of the days of the publication and hearing, prior to the date of said hearing before the Commission. The application area shall be designated by legal description or a general description sufficient to identify the property under consideration. If a general description is used, said notice shall include a statement that a complete legal description is available for public inspection and shall indicate where such information is available. In addition to such publication, the applicant shall be responsible for mailing notice of such proposed special use permit to all the owners of lands located within two hundred feet, except public streets and ways, of the application area at least twenty (20) days prior to the hearing, thus providing an opportunity to all interested parties to be heard. Such mailed notice shall be given by certified mail, return receipt requested, and shall be in the form of a letter describing the proposed special use. A copy of the publication notice shall be included and such mailed notices shall be addressed to the owners of land mentioned above and not to non-owner**

occupants. Failure to receive such notice shall not invalidate any subsequent action taken. The applicant shall file with the City Clerk or their designee, not less than six (6) days prior to the date of the hearing, an affidavit to the effect that such notices were indeed mailed in compliance with this title.

In the case of an application for a special use which may, in the opinion of the Commission or Governing Body, substantially change traffic patterns, or create traffic congestion, either body may, by motion, require that the applicant procure the services of a competent professional traffic engineer for the purpose of preparing a traffic study. Such study shall show whether or not the traffic generated by the proposed development will be handled on the site in an orderly and efficient manner and that vehicular ingress and egress from the site onto public streets will function in an orderly and efficient manner.

**19.28.035 Factors for Consideration.**

The Planning Commission and ~~City Council~~ **Governing Body** shall make findings of fact to support their decision to approve or disapprove a Special Use Permit. (~~Ord. 1973, Sec. I, 1999~~)

**19.28.040 Planning Commission Action.**

After the public hearing, the Planning Commission, by a majority of members present and voting, shall be required to recommend approval, approval subject to conditions, or denial of the special use permit to the ~~City Council~~ **Governing Body**. If the Planning Commission fails to make a recommendation, it shall be deemed to have made a recommendation of disapproval. The Planning Commission shall submit its recommendation and the reasons therefore to the ~~City Council~~ **Governing Body**.

**19.28.045 ~~City Council~~ Governing Body Action.**

After receipt of the Planning Commission's recommendation, the ~~City Council~~ **Governing Body** may:

- A. Adopt such recommendation by simple majority (7 votes) and if the recommendation is to approve, adopt an ~~by ordinance~~ to that effect;
- B. Override such recommendation by a 2/3 majority vote of the membership of the ~~City Council~~ **Governing Body** (9 votes) and if it is to approve a change, adopt an ~~by ordinance~~ to that effect; or
- C. Return such recommendation to the Planning Commission with a statement specifying the basis for the ~~City Council's~~ **Governing Body's** failure to approve or disapprove by a simple majority of the quorum present.

If the ~~City Council~~ **Governing Body** returns the recommendations, the Planning Commission may resubmit its original recommendations giving the reasons therefore or submit a new and amended recommendation. If the Planning Commission fails to deliver its recommendation to the ~~City~~

~~Council~~ **Governing Body** following the Planning Commission's next regular meeting, such inaction shall be deemed a resubmission of the original recommendation. Upon the receipt of any such recommendation, the ~~City Council~~ **Governing Body** may adopt or may revise or amend and adopt such recommendation by a simple majority (7 votes) thereof or it need take no further action.

**19.28.050 Conditions of Approval.**

In granting a Special Use Permit, the Planning Commission and ~~City Council~~ **Governing Body** may impose such conditions, safeguards and restrictions upon the premises benefited by the special use as may be necessary to reduce or minimize any potentially injurious effect of such special uses upon other property in the neighborhood, and to carry out the general purpose and intent of these regulations.

**19.28.065 Revocation of Special Use Permits.**

Special use permits may be revoked by the ~~City Council~~ **Governing Body** for:

Dennis Enslinger advised that the City Attorney had reviewed and approved the proposed revisions.

No one was present to speak on this application. Chairman Ken Vaughn closed the public hearing at 8:05 p.m.

Randy Kronblad moved the Planning Commission forward the proposed revisions to the Governing Body with their recommendation for adoption. The motion was seconded by Nancy Vennard and passed by a vote of 6 to 0.

**PC2009-10 Amendment to Prairie Village Comprehensive Plan  
Village Vision, to include the Prairie Village Parks &  
Recreation Master Plan 2009**

Village Vision addressed Parks and Recreation in a big picture sense through the establishment of broad goals as set out in several chapters as follows:

- **Chapter 4. Neighborhoods**, pages 4.4, 4.5 and 4.6.
- **Chapter 5. Civic and Park Enhancement**, pages 5.1 through 5.9.
- **Chapter 8. Potential Redevelopment**, page 8.4.
- **Chapter 11. Goals and Actions**, pages: 11.3 CC2a; 11.4 - B. Community Facilities and Services; 11.5 - CFS1. Community Center; 11.5 - CFS2. Parks and Green Space; 11.18 - Transportation Issues; 11.19 TR1 Bike and Pedestrian Friendly.

Village Vision also recommended specific actions in Chapter 12 as follows:



- **Chapter 12. Implementation** page 12.9. TR1.a and TR1.b; page 12.11 CFS1.a, pages 2.12-2.13, Enhancing Parks and Open Space. The Summary of Actions Table starting on page 12.14 provides an overall organization by Goal/Theme. See Sections CC2A, CFS1A, CFS2A, CFS2B on page 12.14; Sections TR1A and TR1B on page 12.17.

The Parks and Recreation Master Plan addressed these issues and provided more specific recommendations and actions. Mr. Williamson stated it is not necessary to delete or revise these sections in the Village Vision, but the Parks and Recreation Master Plan should be incorporated as it provides a higher level of detail than Village Vision. In Section 4, Vision and Goals, pages 2-6, the Park Master Plan addressed most of the items in Village Vision. **Chapter 5. Civic and Park Enhancement** should be amended to add the Prairie Village Parks and Recreation Master Plan 2009 with the caveat that since its recommendations are more detailed, it will supercede the general recommendations in the Plan. **Chapter 12. Implementation** will need to be updated at a later date when all actions are reviewed including those relating to Parks and Recreation and others.

The Governing Body has approved the Parks Master Plan, which presents a much more detailed analysis, discussion and recommendations on each specific park and was prepared under the guidance of a Park Master Plan Committee. In order for the Plan to be officially adopted as a part of the Village Vision it must be considered by the Planning Commission.

Dirk Schafer asked why this was not included in Village Vision. Randy Kronblad responded this was a recommendation of Village Vision which has been followed with its findings now being incorporated by reference as a part of Village Vision.

Nancy Vennard moved the Planning Commission adopt a resolution amending Village Vision to incorporate the Prairie Village Parks and Recreation Master Plan 2009 by reference into **Chapter 5. Civic and Park Enhancement** and submit said Resolution and Master Plan to the Governing Body for its approval. The motion was seconded by Randy Kronblad and passed by a vote of 6 to 0.

Ron Williamson announced that the action items of Village Vision will be reviewed in a joint meeting of the Governing Body and Planning Commission scheduled for Monday, September 21<sup>st</sup> at 6 p.m.

**PC2009-109 Request for Site Plan Approval for Highlawn Montessori School  
at 3531 and 3409 Somerset Drive  
Current Zoning: R-1a**

Kathy Morrison, Director of Highlawn Montessori School, Oliver Trug, President of the Board, and Board member John Coe presented the application. Ms. Morrison stated the school purchased the adjacent property three years ago for possible expansion. They have determined the best utilization of the property would be as open space and

playground area. They need more space to play organized games, as well as, open space for playing. They would like to get the improvements completed before the start of the new school year for safety reasons. Ms. Morrison reviewed her efforts to meet with the adjacent property owners regarding the construction of a privacy fence, but was unable to obtain a response from them.

John Coe noted that one of the issues raised at the last meeting was noise from the children playing outdoors and how long the area would be used during the day. He advised the Commission the students only go out for one and a half hours a day during the 170 school days, which is different than he reported last month. One half of the 120 students attend in the morning and are only out from 11:45 to noon. The additional playground space will spread the children out mitigating the noise created.

Oliver Trug stated they were reluctant to place landscaping or construct a fence without input and approval of the neighboring property owners. He noted they can not put up a fence while the existing chain-link fence is in place. Mr. Trug stated they are prepared to put up a fence, if and when the existing chain-link fence is removed. The contractor has stated it would take three days to construct the fence. Kathy Morrison stated they are looking at a five foot fence, rather than a six-foot fence, as this would allow the teachers to see the children while they are playing. The fence would be dog-ear design with the finished side facing the neighbors.

The Planning Commission reviewed the following criteria for approval:

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

The existing buildings will be removed and the site will be playground and open space.

**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 use.

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

With the removal of the buildings and most of the hard surfaced areas the amount of impervious area will be significantly reduced and stormwater runoff will not be an issue.

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

There will be no vehicular traffic on the site. A pedestrian path will be built to connect the school with the playground.

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

The proposal is for minimal improvement and the site can easily accommodate the playground and open space as proposed.

The applicant is proposing to install a 48 inch high board on board fence 30 feet from the front property line adjacent to Somerset Drive to provide more usable space for the playground. There is a 40 foot platted setback adjacent to Somerset Drive; therefore,

special approval of the fence is required. This can be done by the Planning Commission if it would provide better screening and utilization of the site without negatively impacting the character of the neighborhood. Staff recommends if the use is discontinued at some future date, the fence should be removed.

The applicant has also requested approval of their proposed monument signs. The School currently has one monument sign and is proposing to replace it and install a second sign just east of the parking lot. Schools are permitted to have two monument signs which must be approved by the Planning Commission. The applicant has proposed that the sign be five feet tall above the planter grade. However, the planter is really the base of the sign and the sign height will need to be reduced a few inches. The Building Official interprets the sign height to be five feet eight inches based on the average grade.

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

Since the applicant is proposing to demolish the existing buildings and is planning to use the site for a playground and open space, the proposed use will be compatible with the architectural character of the surrounding neighborhood. It should be pointed out that the existing dumpster at the current site is not enclosed as required by City Ordinance and this needs to be corrected as a part of this application.

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

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The Highlawn Montessori School is one of the amenities that sets Prairie Village apart from other competing communities in the metropolitan area. This application is for the expansion of an existing use within the community and is consistent with Village Vision in encouraging reinvestment.

Dirk Schafer moved the Planning Commission approve the revised site plan for 3409 Somerset, subject to the following conditions:

1. That the 4-foot fence be allowed to locate 30 feet from the front property line along Somerset Drive for the duration of this use and, if the use is discontinued, the fence shall be removed.
2. That the applicant encloses the dumpster so that it is not visible from the street or adjacent property.
3. That the landscape plan be submitted to the Tree Board for review and approval.
4. That the two monument signs be approved to not exceed five feet in height, to set back at least 12 feet from the back-of-curb and be located on private property.
5. That any outdoor lighting installed shall be in accordance with the lighting ordinance.

6. That the applicant protect existing major trees during the demolition and installation of new improvements.

7. That the applicant install a five-foot dog-ear design privacy fence on all sides of the property when the existing chain-link fence is removed.

The motion was seconded by Bob Lindeblad and passed by a vote of 6 to 0.

**PC2009-106 Site Plan Approval for Emergency Generator  
8300 Fontana  
Current Zoning: R-1a (Single Family Residential District)**

Charles Clark, 8300 Fontana, complimented the Commission for establishing a procedure to consider permanent standby emergency generators in locations other than the rear yard. He is requesting to install a permanent standby emergency generator in the side yard on the north side of the dwelling. The proposed unit is 25 inches wide, 48 inches deep and 29 inches in height and it weighs 451 pounds. The unit is similar in size to an air conditioner. The sound decibel level of this proposed unit is 66 dB operating at normal load, which is similar to a normal conversational level at three to five feet. The generator will not be visible from Fontana or 83<sup>rd</sup> Street.

The Planning Commission reviewed the following criteria for approval:

**1. That there are special circumstances or conditions affecting the property.**

The proposed standby generator will be installed in the side yard on the north side of the residence adjacent to 83<sup>rd</sup> Street. The gas service to the residence is at the northwest corner of the dwelling which is close to the proposed generator location. Placing the generator at this location allows for easier installation and is more accessible to the gas service. The proposed location is also further away from the living area of the residence to the west. The dwelling sets back approximately 75 feet from both 83<sup>rd</sup> Street and Fontana Street which is a much greater setback than is normally found in other areas of the City.

**2. That adequate distance exists between the location and adjacent property.**

The proposed generator would be approximately 40 feet from the west property line and there is approximately 50 feet between the two dwellings. There is adequate distance for landscaping and screening.

**3. That the proposed location will be adequately screened from the street.**

Existing landscaping and a masonry wall provide adequate screening from 83<sup>rd</sup> Street. The unit will not be visible from Fontana Street as it will be screened by the garage wall.

**4. That the location will not cause significant adverse impact on adjacent properties.**

The only property that might be affected is the dwelling to the west and the proposed location of the generator for that dwelling is better than if it were located in the rear yard.

The unit will be approximately 40 feet from the rear property line and 50 feet from the adjacent dwelling so it will not have an adverse impact on adjacent property. The unit proposed has a sound decibel of 66 dB. Normal conversation at a distance of three to five feet away is 60 dB. Noise should not be an issue.

5. **That the Planning Commission may impose any conditions it deems necessary to mitigate any negative impacts on the proposed location.**

No special conditions are recommended.

Bob Lindeblad moved the Planning Commission find favorably on the criteria and approve the installation of the Emergency Standby Generator as proposed at 8300 Fontana subject to the following conditions:

1. That the unit be located as shown on the drawing.
2. That the maximum noise level be 66 dB and as much noise reduction as possible be incorporated into the unit.
3. That the generator testing only occur between the hours of 8:00 a.m. and 6:00 p.m.
4. That the generator meet all the requirements of city codes regarding installation.

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

**PC2009-105 Site Plan Approval for Emergency Generator  
8421 Fontana  
Current Zoning: R-1a (Single Family Residential District)**

Jim Kuklenski, 8421 Fontana, stated he is requesting approval to install a permanent standby emergency generator in the side yard on the south side of his home. The proposed unit is 25 inches wide, 48 inches deep and 29 inches in height and it weighs 336 pounds. The unit is similar in size to an air conditioner. The sound decibel level of this unit is 62 dB, which is similar to a normal conversational level at three to five feet.

The Planning Commission reviewed the following criteria for approval:

1. **That there are special circumstances or conditions affecting the property.**

The proposed standby generator will be installed in the side yard on the south side of the residence. The unit would be placed on the street side of a wrought iron fence that is located almost at the rear of the dwelling. The gas service to the residence is at the front of the dwelling. Placing the generator on the street side of the fence allows for easier installation and is more accessible to the gas service.

2. **That adequate distance exists between the location and adjacent property.**

The dwelling is approximately 25 feet from the south property line and there is approximately 55 feet between the two dwellings. There is adequate distance landscaping and screening.

**3. That the proposed location will be adequately screened from the street.**

The generator will be screened with shrubs, but no plan has been submitted. A landscape plan should be submitted to Staff for review and approval. Existing landscaping provides adequate screening from the south and only minor landscaping is needed to screen from the street.

**4. That the location will not cause significant adverse impact on adjacent properties.**

The unit will be approximately 25 feet from the side property line and 55 feet from the adjacent dwelling so it will not have an adverse impact on adjacent property. The unit proposed has a sound decibel of 62 dB. Normal conversation at a distance of three to five feet away is 60 dB. Noise should not be an issue. It was also noted that the garage for the residence to the south is on the north end of the dwelling so there will be no impact on the living space.

**5. That the Planning Commission may impose any conditions it deems necessary to mitigate any negative impacts on the proposed location.**

The only special condition for this application is the submission of a landscape plan for Staff review and approval.

Randy Kronblad moved the Planning Commission find favorably on the criteria and approve the installation of the Emergency Standby Generator as proposed at 8300 Fontana subject to the following conditions:

1. That the unit be located as shown on the drawing.
2. That the applicant submit a landscape plan to Staff for review and approval.
3. That the maximum noise level be 66 dB and as much noise reduction as possible be incorporated into the unit.
4. That the generator testing only occur between the hours of 8:00 a.m. and 6:00 p.m.
5. That the generator meet all the requirements of city codes regarding installation.

The motion was seconded by Marlene Nagel and passed by a vote of 6 to 0.

## **OTHER BUSINESS**

### **PC2009-03 Consider Proposed Wireless Communications Facilities Ordinance - Chapter 19.33**

At its regular meeting on June 2, 2009, the Planning Commission reconsidered the Proposed Wireless Communications Facilities Ordinance as returned by the Governing Body considering several items that had been generated by the public during the discussion of the proposed ordinance.

It was the consensus of the Planning Commission to make the revisions recommended by Staff and bring a revised final copy of the proposed ordinance for final review and recommendation of the Commission.

Ron Williamson reviewed the changes recommended which replaced the word "dominant" in factors of consideration; adding coverage maps at ten foot intervals;

allowing for a third party analysis and identifying the fall zone for monopoles. The specific language follows with the language to be deleted is lined out and new language is shown in *bold italics*.

#### 19.33.025 Factors For Consideration

- A. 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 the special use will not *cause substantial injury to the value of other properties in* ~~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 ~~se-dominate~~ *cause substantial injury to the value of property in* the immediate neighborhood, consideration shall be given to:

#### 19.33.030 Application Information

- A. The applicant shall submit an overall plan that shows the coverage gaps in service or lack of network capacity throughout the entire City and provide an indication of future needed/proposed wireless communication facilities, towers, and/or antenna.

The applicant shall demonstrate how the proposed communication facility will impact its overall network within the City of Prairie Village and adjacent cities on both sides of the state line.

The study shall also provide documentation establishing the minimum height necessary to provide the applicant's services and the height required to provide for co-location. *The study shall include coverage maps for the proposed monopole at the requested height and at ten feet descending intervals to 50 feet.*

*The Planning Commission of City Council at its discretion may require a third party analysis, at the applicant's expense, to confirm the need for the facility.*

The applicant shall be responsible to timely update the above described study and information during the Special Use Permit process.

- D. Any application for construction of a new wireless communication facility, tower, antenna or equipment compound must provide a detailed site plan of the proposed project. This properly scaled site plan will include one page (including ground contours) that portrays the layout of the site, *including the proposed facility, the fall radius of any proposed monopole*, as well as proposed and existing structures within 200 feet of the tower base and the identification of the specific trees, structures, improvements, facilities and obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate. Access to and from the site, as well as dimensioned proposed and existing drives, must be included on this plan. Detailed exterior elevations (from all views) of the tower, screening wall, and all

proposed buildings must also be submitted. Finally, a landscape plan detailing location, size, number and species of plant materials must be included for review and approval by the Planning Commission.

Marlene Nagel asked for clarification on stealth definition. Mr. Williamson confirmed a monopole is not a stealth application and that a tree structure would be a stealth application. Dale Beckerman confirmed the tree application could also be considered an "alternative structure".

Chairman Ken Vaughn noted that although this is not a public hearing, he would take relative comments on the changes made.

Harold Neptune, 4722 West 68<sup>th</sup> Street, stated he is supportive of the proposed ordinance; however, he would like to see the ordinance more directly address structures in residential areas. He felt this ordinance was more appropriate for commercial areas.

Kate Faerber, 4806 West 68<sup>th</sup> Street, asked how often maintenance of the tower is required. Mr. Williamson responded they are required to maintain the structure at all times. Mrs. Faerber asked specifically about radiation levels. Mr. Williamson stated they need to meet the FCC requirements and that local unites of government could not regulate environmental issues. Dennis Enslinger added the city relies on the FCC to oversee the technical requirements for licensing.

Nancy Vennard moved the Planning Commission forward the proposed ordinance as revised to the Governing Body with their recommendation for adoption. The motion was seconded by Bob Lindeblad and passed by a vote of 6 to 0.

#### **Consider revisions to Chapter 19.34 "Accessory Uses"**

Ron Williamson explained Chapter 19.34 has lengthy and detailed requirements for licensing Home Occupations and Child Care Facilities. The problem is that regulations and procedures change and the Zoning Ordinance must be amended. Also, these requirements may be in conflict with the city licensing code and who actually issues the licenses. To simplify this situation, Staff would like to delete the text relating to the administrative process of licensing and simply require that they be licensed. The administrative requirements would be contained in the licensing regulations.

In order to accomplish this, Sections 19.34.010.C, D and E relating to Home Occupations would be deleted and replaced by a new Section 19.34.010.C that reads as follows:

- C. All home occupations shall be licensed by the City of Prairie Village. Procedures for granting and suspension of licenses shall be governed by the administrative regulations of the City. Licensing Applications may be obtained from the City Clerk. Appeals from denials or suspensions or***



*licenses for home occupations shall be governed by Section 19.54.025 of the Zoning Ordinance.*

Also Sections 19.34.015.H, I and J relating to Child Care licensing would be deleted and replaced by a new Section 19.34.015.H that reads as follows:

*H. All day care homes shall be licensed by the City of Prairie Village. Procedures for granting and suspension of licenses shall be governed by the administrative regulations of the City. Licensing Applications may be obtained from the City Clerk. Appeals from denials or suspensions of licenses for day care homes shall be governed by Section 19.54.025 of the Zoning Ordinance.*

Marlene Nagel asked if this was child care only or if it included adult care. Joyce Hagen Mundy stated as described by definition it is only child care. Ron Williamson said he would review definitions.

Bob Lindeblad moved the Planning Commission authorize a public hearing on the proposed ordinance revisions on September 1, 2009. The motion was seconded by Randy Kronblad and passed by a vote of 6 to 0.

#### **Short Term Special Use Permit**

Dennis Enslinger stated the City has received a request for a short term special use permit which involves the placement of a very large "art" structure. Although Mayor Shaffer has the authority to approve the permit as it will only be for a 30 day time period, because of its size, he has asked for input from the Commission.

The request is from Colonial Church at 7039 Mission Road to allow the temporary placement of the art structure "Be The Change" from September 1 to September 30, 2009. Mr. Enslinger stated the structure has most recently been on display at Shawnee Mission Parkway and Mission Road.

The Commission members felt it was within the Mayor's authority to approve the permit.

#### **Fence Regulations**

Dennis Enslinger stated the City has received an application for a fence that can not be approved by staff as submitted. The resident is seeking to replace his existing fence, however, under the new fence regulations the current location is not allowed.

The Commission directed Mr. Enslinger to have the home owner make application to the Planning Commission for approval and authorized city staff to prepare the staff report to minimize the resident's costs.

#### **Tour**

Dennis Enslinger stated he is working with the Home Builders Association to arrange a tour of alternative housing developments in the metropolitan area for Planning

Commission and City Council members. The tour would take place on a Saturday probably from 9 to 3 visiting three or four sites with lunch served between visits. The potential dates are September 26<sup>th</sup> and October 10<sup>th</sup>.

#### **Next Meeting**

There have not been any applications submitted for the August meeting. There are Special Use Permits on existing communication facilities that need to come before the Commission for renewal; however, they can not be considered under the existing moratorium. Mr. Kronblad and Mr. Vaughn noted they would not be able to attend the August meeting.

Staff will determine if the fence application can wait until September and if so the public hearing authorized would be published for September with the August meeting cancelled.

#### **ADJOURNMENT**

Being no further business to come before the Planning Commission, Chairman Ken Vaughn adjourned the meeting at 8 p.m.

Ken Vaughn  
Chairman

**BOARD OF ZONING APPEALS  
CITY OF PRAIRIE VILLAGE, KANSAS  
MINUTES  
TUESDAY, FEBRUARY 3, 2009**

**ROLL CALL**

The meeting of the Board of Zoning Appeals of the City of Prairie Village, Kansas was held on Tuesday, February 3, 2009 in the Council Chambers. Chairman Randy Kronblad called the meeting to order at 6:30 p.m. with the following members present: Bob Lindeblad, Dirk Schafer, Marlene Nagel and Ken Vaughn. Also present in their advisory capacity to the Board of Zoning Appeals were: Ron Williamson, Planning Consultant, Dennis Enslinger, Assistant City Administrator; Jim Brown, Building Official and Joyce Hagen Mundy, Board Secretary.

**APPROVAL OF MINUTES**

Bob Lindeblad moved to approve minutes of December 9, 2008 as written. The motion was seconded by Dirk Schafer and passed unanimously.

**BZA2009-01 Request for a Variance from P.V.M.C. 19.08.025(a) to allow for construction of a building addition eight inches from the west side property line of 7338 Roe Circle**

Chairman Randy Kronblad reviewed the procedures for the public hearing. The Secretary confirmed that the Notice of Public Hearing was published in the Johnson County Legal Record on Tuesday, January 13, 2009 and all property owners within 200' were mailed notices of the hearing.

Randy Kronblad called upon the applicant to present the application. The applicant was not present. Noting the individuals present to address this application, Mr. Kronblad asked staff to present the application.

Dennis Enslinger stated the applicant had recently purchased this house and is planning a major renovation. It was discovered during the permit review process that the dwelling actually is located four inches on the adjacent lot and the fence is located approximately four feet on the adjacent lot. The house was originally built in 1950 and added to sometime after that. The City has no permit record of the addition and it is possible that it was built without a permit. Apparently one person owned this lot and the one to the west when the addition was built. Later this property was sold off and not enough land was sold with it to meet the setback requirement, even though a portion of the west lot was sold with this property. This condition apparently was not identified by the title company when the property was sold and therefore was never resolved.

The entire west wall including the garage and the addition extend over the property line four inches and the applicant proposes to remove the nonconforming wall and move it eight inches into the lot. The addition portion of the house was poorly constructed and will also be demolished. The foundation wall is being relocated eight inches into the lot so that the footing is not on adjacent property. The new addition will be a split level and will be in the same location as the previous addition. The lower level will be a half of a flight down from the main floor and will have a den/office and utility room. The upper level will be a new master bedroom suite a half of a flight up from the main level. It should also be pointed out that the roof overhang on the front of the garage is in violation of the front yard setback. The applicant has agreed to remove it.

Bob Lindeblad asked if the entire garage will be removed. Mr. Enslinger responded he is not certain how much will be removed. Mr. Williamson added some portion of the garage will need to be removed as the applicant is moving the wall back.

Mr. Williamson also noted the applicant will need to address with Public Works drainage on the property to ensure that it does not flow onto the adjacent property. There are also building code issues regarding fire walls, fire rated windows and access that will need to be addressed with a building located this close to the adjacent resident's property line.

Randy Kronblad asked if the fence is being removed. Mr. Williamson stated he did not know the applicant's plans for the fence.

Bob Lindeblad confirmed there was no record of when the addition was made or of a permit being issued. Mr. Enslinger noted both properties were owned by the same individual until approximately two years ago

Chairman Randy Kronblad opened the hearing to public comments.

Jared Foster, 7342 Roe Circle, stated he did not have any major concerns as the proposed improvement to this property was seeking more information on what exactly was being done and how it would impact other properties in the neighborhood.

Dwight Butts, 7340 Roe Circle, as the adjacent property owner he is concerned that when the fence is removed from his property that his land would be restored appropriately. He stated that once the fence is removed, he would like to see it replaced on their property.

Bob Lindeblad stated the fence would need to be removed for construction. Mr. Enslinger stated the removal and reconstruction of the fence is not a City issue, but something that needs to be worked out between the two property owners.

Mr. Lindeblad confirmed with the City's Building Official, Jim Brown, that building plans have not been submitted. He noted that specific building plans were not necessary for the Board to act on the requested variance.

Ron Williamson stated the application could be continued to the next meeting to allow the applicant to meet with the neighbors.

Jared Foster, 7342 Roe Circle, stated he would like to see the application move forward as quickly as possible, noting this house has been vacant for eight months.

Mr. Lindeblad stated he felt a month continuance was reasonable.

Ken Vaughn moved the application be continued to the March 3<sup>rd</sup> meeting of the Board of Zoning Appeals and the applicant be directed to meet with the neighboring property owners.

Debra Hudacek, the applicant, arrived and the motion died for the lack of a second.

Chairman Randy Kronblad updated Ms. Hudacek on the earlier discussion and asked her to respond to the questions raised.

Ms Hudacek stated she purchased this property not knowing that the existing house was located 4.75" over the neighboring property line. It is her intention to bring the structure back on her property and update the structure in keeping with the neighborhood.

Dirk Schafer asked if she planned to remove the existing fence. Ms Hudacek stated she planned to remove the fence and reconstruct it on her property.

Bob Lindeblad confirmed the applicant did not meet with the neighboring property owners. Ms Hudacek stated she had sent the required notices of the meeting, but since she did not have specific drawings of the proposed changes, she did not feel she needed to meet with the neighboring property owners. She noted she is not familiar with the procedures followed by Prairie Village and is more accustomed to working in the City of Leawood where such meetings and detailed plans are not required. The new proposed roofline will direct all water to flow to the center of her property, not onto adjacent properties. She added she plans to stage the reconstruction to have minimal impact on the neighboring properties.

Randy Kronblad asked if a temporary construction easement would be needed as the work will be done on the adjacent property. Jim Brown stated an easement

was not necessary; however, a temporary construction fence should be installed to protect the neighboring property.

Debra Snodgrass, 4807 Tomahawk, expressed concern with drainage from the property. Debra Hudacek stated she is actually decreasing the size of the existing structure. Mr. Williamson noted that one of the conditions of approval is that a storm water management plan be approved by the Public Works Director prior to any work being done.

Dennis Enslinger noted a meeting room was available for the applicant to meet with the neighboring property owners after the meeting to answer their questions.

With no one else wishing to address the Board, the Public Hearing was closed at 7:05 p.m. and Randy Kronblad led the board in consideration of the following required criteria:

- A. That the variance requested arises from such condition which is unique to the property in question and which is not ordinarily found in the same zone or district; and is not created by an action or actions of the property owner or the applicant.

In order for the property to meet the condition of uniqueness, it must have some peculiar physical surroundings, shape or topographical condition that would result in a practical difficulty as distinguished from a mere inconvenience to utilize the property without granting the variance.

Unfortunately, when the original owner sold this property, it was not adequately surveyed and not enough land was sold with it to meet the setback requirements. The fence is approximately six feet west of the house and apparently it was assumed that the fence was on the property line. The applicant is proposing to remodel and upgrade the property and the inadequate side yard setback was not created by his/her action. Because of the existing floor plan of the dwelling it is not practical to move the wall four feet to the east. The garage would only be able to accommodate one car and the powder room, utility room, office and master bedroom would need to be redesigned and would not work as well. This is the most logical location for the proposed renovation based on the existing floor plan of the house.

Bob Lindeblad moved that the Board find that the variance does arise from a condition unique to this property for the previously stated reasons. The motion was seconded by Ken Vaughn and passed 5 to 0.

- B. That the granting of the permit for the variance would not adversely affect the rights of adjacent property owners or residents.**

The granting of this variance would not adversely affect the rights of adjacent property owner to the west because the houses will be 18 feet apart which more than adequately meets the ordinance requirement of 12 feet. The applicant has agreed to address storm drainage so that it will not create a problem for the neighbor

Ken Vaughn moved that the Board find that the variance would not adversely affect adjacent property, but positively impact it with the removal of the violating fence from his property. The motion was seconded by Dirk Schafer and passed 5 to 0.

- C. That the strict application of the provisions of these regulations of which a variance is requested will constitute an unnecessary hardship upon the property owner represented in the application.**

Most of the homes in this cul-de-sac are Drummond Design Homes. The applicant wants to expand and renovate this dwelling, to meet current market desires while keeping the integrity of the Drummond Design. The approval of the variance would allow this renovation to happen. Some of the dwellings in this area have been upgraded and most have two car garages. Two and three car garages are highly desired and many homes in Prairie Village are not able to provide more than a one car garage.

Marlene Nagel moved that the Board find that a condition of hardship does exist. The motion was seconded by Bob Lindeblad and passed 5 to 0.

- D. That the variance desired will not adversely affect the public health, safety, morals, order, convenience, prosperity or general welfare.**

The proposed variance for the renovation of this property would not adversely affect the public, health, safety, morals, order, convenience, property or general welfare. The house will be closer to the property line than three feet and therefore it will be necessary to meet certain requirements of the building code for fire safety. This is a technical issue that will be addressed by design at the time the building permit is issued

Dirk Schafer moved that the Board find that the variance would not adversely affect the public interest. The motion was seconded by Marlene Nagel and passed 4 to 0.

**E. The granting of the variance desired will not be opposed to the general spirit and intent of these regulations.**

The general spirit and intent of the zoning regulations is to provide an adequate side yard setback so that there is open space between dwelling units and there is proper access for fire fighting equipment and fire protection for adjacent buildings. These goals are still being attained with the setback reduction because there still will be 18 feet between the houses; therefore, the granting of the variance would not be opposed to the general spirit and intent of the regulations

Bob Lindeblad moved that the Board find that the variance is not opposed to the spirit and intent of the regulations as it would improve the existing property and benefit the neighborhood. The motion was seconded by Dirk Schafer and passed 5 to 0.

Bob Lindeblad moved that the Board, having found that all of the five conditions exist approve BZA Application 2009-01 for the requested variance from PVMC 19.08.025(a) for the construction of a building on the west side of the property located at 7338 Roe Circle subject to the following conditions:

1. That the variance be approved from four feet to eight inches for only the west wall of the building in accordance with the plan submitted.
2. That the garage roof overhang that violates the front yard setback be removed.
3. That the applicant meet with Public Works Department and work out an adequate storm drainage plan.
4. That the applicant meets all fire safety and building code requirements.
5. That the adjacent property owner's property be appropriately restored to its original condition following the removal of the violating fence and the west building wall.

The motion was seconded by Ken Vaughn and passed by a vote of 5 to 0.

**NEW BUSINESS**

There was no New Business to come before the Board.



**OLD BUSINESS**

There was no Old Business to come before the Board

**ADJOURNMENT**

Chairman Randy Kronblad adjourned the meeting of the Board of Zoning Appeals at 7:10 p.m.

Randy Kronblad  
Chairman

## PARK AND RECREATION COMMITTEE

May 13, 2009

The Park and Recreation Committee met at 6.00pm in the Harmon Park Pavilion. Present and presiding, Chairperson Diana Ewy Sharp. Members present: Sally Holmes, Diane Mares, A.J. LoScalzo, Peggy Couch, Ann Bontrager and Jim Bernard, Jr.

Staff: Bob Pryzby, Mike Helms and Chris Engel. Also present: Doug Pickert and Dan Searles.

### **CONSENT AGENDA**

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

### **REPORTS**

#### **Public Works Report**

Mike reported summer help would be starting soon. Two benches were currently being installed at Franklin, rubber mulch is being installed in a few parks, Harmon courts were almost done with the crack fill and replacements and MARC was installing a rain garden at Meadowlake.

#### **Recreation Program Report**

Chris reported staff was in place and guards trained. Pool passes were selling well and the new SuperPass was also selling well. Vendors were coming next week to set up concessions and prepare the ice machine. Team registrations were similar to last year but Dive and Synchro numbers were low. There was discussion concerning what to do if the numbers did not increase.

**Jim moved to cancel either or both Dive or Synchro Team this year if memberships did not exceed 20 on each team by May 21<sup>st</sup>. Diane seconded and it passed unanimously.**

#### **Park Master Plan Sub-Committee**

Jim reported the final Park Master Plan will be coming before the City Council on Monday May 18<sup>th</sup> at 6.00pm and requested everyone be there as a show of support.

#### **Chairperson's Report**

Diana reported that recent meetings with representatives of the Prairie Village Homes Association had not resolved the funding gap to repair the El Monte fountain. There was discussion over what to do with the fountain if more funding from PVHA did not become available. It was determined that the fountain should be given back to the homes association and Public Works will continue to maintain the island but not repair the fountain. Jim Bernard recommended that the City Council return ownership of the El Monte Fountain to the Prairie Village Homes Association if repairs can not be made with available funding. Peggy seconded and the motion passed with A.J. the lone 'nay' vote.

The meeting adjourned at 6.50pm to board the bus for the parks crawl.

### **INFORMATIONAL ITEMS**

The next meeting will be August 12, 2009 at 7.300pm.

Diana Ewy Sharp  
Chairperson

## **SISTER CITY COMMITTEE**

**13 July 2009**

### **MINUTES**

#### **Call to Order**

Vice Chairperson Carole Mosher called the meeting to order at 7.00pm. Members present: Cleo Simmonds, Dick Bills, Rod Atteberry, Bob McGowan, Vera Glywa and Cindy Dwigans.

Guests: Phil Monnig, John Capito and Hildegard Knopp.

#### **Minutes**

Minutes for June 8<sup>th</sup> and June 15<sup>th</sup> were approved with corrections.

#### **Presentation**

John Capito presented on his recent Ukraine trip. He said transportation was good, there was little English spoken or understood, water was fine to drink, there is no temperature regulators on the hot water and a safety pin on pants pockets can help prevent being pick pocketed.

#### **Villagefest**

Everyone agreed it was a good location with lots of exposure but poor demographic. People didn't come to Villagefest to buy items. Possibly the Village Art Show would be better. The idea of reproducing the sticker concept of a similar booth might work next year.

#### **Tour de Prairie Village**

There is currently a route the bike club and Police agree on but it needs to be approved by the Biking Association. Lane 4 has committed \$2,500; an architecture firm has donated \$500 as well as an additional \$500 from other donors. The Sister City Committee will be donating up to \$1500 for prizes and serving as volunteers at the event. It was agreed the committee should have a tent and sell water with custom labels. Dick will be looking into the custom labels.

#### **August Ukrainian Visit**

Gifts were discussed and a few ideas were Kansas quarters, Harley-Davidson goods and Kansas items from Walgreens. It was discussed that bringing in Bob Lager, a Rotarian from Overland Park, to talk about his travel experiences to Ukraine might be a good idea. Chris will be scheduling an orientation meeting in the near future. Cleo moved that Chris be allowed to spend up to \$400 for gifts for the trip. Bob seconded and it was approved.

#### **Children's Art**

Rod reported he was focusing on quality items and it was going slow. If he can't get St. Ann's Summer School to help then city art will be used. It was suggested that children paint the utility boxes in the city based upon the art received.

#### **New Business**

**Dick moved for the Mayor to appoint Phil Monnig as a member of the Sister City Committee. Rod seconded the motion and it was approved unanimously.**

Dick will be writing a letter to Open World on behalf of the Committee to recommend the translator hired by Open World, Elena, be used on all future visits.

Vera informed the committee that Bob Campbell had set up a virtual Lion's Club for Dolyna with the last delegation being the charter members.

#### **Adjournment**

The next meeting will be August 10<sup>th</sup> at 7:00pm.

Carole Mosher  
Vice Chair

**COMMUNICATIONS COMMITTEE**  
**August 6, 2009**  
**MINUTES**

The Communications Committee met at 5:30 pm in the Multi-Purpose Room. Members present: Michael Kelly, Chairman, Andrew Wang, Vice-Chairman, John Wilinski, Nici Flinn, Heather Schrotberger, and Michael Arrandale-Arnold. Also present: Quinn Bennion, Dennis Enslinger and Jeanne Koontz.

**Introductions**

Michael Kelly welcomed the new members.

**Set Regular Meeting**

The committee members agreed to meet the second Tuesday of every month at 5:30 pm. The next meeting will be on September 8<sup>th</sup>.

**Communications Committee Background**

Michael Kelly stated the purpose of the communications committee is to communicate the mission and efforts of the City to the citizens. It is also important to highlight Prairie Village citizens and community activities. The communication is accomplished primarily through the Village Voice and the website.

**Village Voice**

Dennis Enslinger explained that the newsletter is written by staff and an outside company does the layout, printing and mailing. He requested feedback on the first issue of the new format. He said staff would accept help in writing articles if any of the committee members are interested.

Michael Arrandale-Arnold said she loves the new look. She suggested having a photo contest. It could be announced in the newsletter and the pictures could be used in the newsletter and prominently displayed on the website. Michael Kelly said he would like to use the newsletter to drive people to the new website. He also suggested using historical pictures of the City. Heather Schrotberger suggested having historical tidbits in the newsletter; it would be especially interesting to new residents. Quinn Bennion said pieces of the history book could be extracted and highlighted for that purpose. Michael Kelly suggested highlighting people and businesses that have been in Prairie Village for awhile.

Nici Flinn asked if the new format costs more. Dennis Enslinger explained that the cost is essentially the same because we moved from a monthly publication to a bi-monthly publication.

Nici Flinn suggested featuring locally owned businesses in the newsletter. Quinn Bennion stated you will need to be sensitive to who you pick. John Wilinski suggested soliciting stories on businesses. Michael Kelly said he would like another article requesting story ideas. Michael Arrandale-Arnold stated that in her experience it is difficult to get others to submit ideas and solicitation will most likely need to occur in person. Michael Kelly said the committee could fill that role. Michael Arrandale-Arnold said she would be happy to conduct interviews. Michael Kelly suggested using the Shawnee Mission East High School writer's club to write articles based on the interviews. He suggested having their faculty advisor serve on the committee.

**Website Status**

Michael Kelly presented a brief synopsis on the background of the website. Over a year ago, the committee sent out a Request for Proposal (RFP) for a complete redesign of the website. The committee received several responses, narrowed the selection and conducted five

interviews. The committee selected a vendor but after further evaluation determined the price was too high for what they were delivering. He said the committee is going to go through the whole process again. We learned a lot from the previous effort. Since then we conducted a web survey and received over 100 responses. The purpose of the website is to deliver services online and to provide information for citizens. Michael Kelly stated that he works at Trabon Solutions and one of his coworkers has volunteered to assist with the RFP process. Trabon Solutions will not bid. The website is the big focus of the committee for the next six months.

Quinn Bennion said the City Council has been very supportive of the website redesign and has budgeted money for this purpose.

Nici Flinn asked when the RFP will be distributed. Michael Kelly responded the RFP has not been written yet but should go out within the next four months. Quinn Bennion said the RFP will be sent to committee members to review before going out. Michael Kelly asked the committee to identify website components they like and also handed out a Best Practices handbook.

#### **Other Business**

Michael Arrandale-Arnold suggested promoting National Customer Service Week which is the first week of October. It would be great to get businesses in Prairie Village to participate. Michael Kelly suggested announcing it in the newsletter.

There being no further business, the meeting adjourned at 6:10 pm.

Michael Kelly  
Chairman

**Prairie Village Arts Council**  
**July 15, 2009**  
**Minutes**

The Prairie Village Arts Council met at 7:00 pm in the City Council Chambers of City Hall. Members present: Angi Jones, Dan Andersen, Jack Shearer, Shelly Trewolla, Pam Marshall, and David Morrison. Also present: Dennis Enslinger, City Staff.

Minutes

Council approved minutes from the June 17<sup>th</sup> meeting with a change to the reference to the Dolyna art showing being April of 2010 not May of 2010.

Financial Report

Dennis Enslinger provided an overview of the current financial sheets.

Monthly Art Exhibits

It was reported that the July exhibit with Mark Raynes, photographer, on Friday, July 10<sup>th</sup> was well attended. Mr. Raynes sold two pieces of artwork during the show. The August exhibit reception will be the Senior Arts Council and will be held on August 14, 2009 from 6:30 to 7:30 p.m. Shelley, Dan, and David volunteered for the reception.

Old Business

**Update on State of the Arts Event, October 9, 2009 (6.00pm to 8.00pm awards at 7.00pm)**

Dan Andersen went over the timeline for the submission of artwork for consideration in the show. The deadline for entries will be July 31, 2009. The Jurist will pick the selected pieces the week of August 10<sup>th</sup>. Dan indicated he is hopeful that the artists would be notified by email and documents signed at that time.

David Morrison confirmed that he was able to secure glasses for the reception.

Angi Jones noted that that they were still working on a number of specifics regarding the reception event. The photographer and individual who will be doing the ice sculpture have been secured.

The subcommittee will meet on August 12<sup>th</sup> at 7:30 p.m.

**Artists for the 2010 Gallery Exhibits**

The Council set the September 16<sup>th</sup> meeting as the meeting to select the artists for the upcoming exhibition year. The Council confirmed that the Dolyna exhibit would be April of 2010.

The Council confirmed that a student exhibit would be held the month of February in 2010. Shelley Trewolla will coordinate this event.

**Possible Jazz event in 2010**

The Council will make a brief presentation to the Parks and Recreation Committee on August 12<sup>th</sup> and to the City Council on August 17<sup>th</sup>.

There will be a subcommittee meeting on August 11<sup>th</sup> regarding the Jazz event.

The meeting was then adjourned at 8:15 p.m.

**Council Members  
Mark Your Calendars  
September 8, 2009**

<b>September 2009</b>	Harriet Bigham oils exhibit in the R. G. Endres Gallery
September 11	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
September 21	City Council Meeting
<b>October 2009</b>	State of the Arts exhibit in the R. G. Endres Gallery
October 3-6	2009 LKM Annual Conference - Topeka Expocentre & Capitol Plaza Hotel
October 5	City Council Meeting
October 9	Artist reception in the R. G. Endres Gallery 6:00 - 8:00
October 19	City Council Meeting
<b>November 2009</b>	Mid America Pastel Society exhibit in the R. G. Endres Gallery
November 2	City Council Meeting
November 13	Artist reception in the R. G. Endres Gallery 6:00 - 8:00
November 16	City Council Meeting
November 26	City offices closed in observance of Thanksgiving
November 27	City offices closed in observance of Thanksgiving
<b>December 2009</b>	Mimi Pettigrew oils exhibit in the R. G. Endres Gallery
December 2	Johnson and Wyandotte County Mayor's Association Holiday Party
December 4	Mayor's 2009 Holiday Party
December 7	City Council Meeting
December 11	Artist reception in the R. G. Endres Gallery 6:70 - 7:30
December 21	City Council Meeting
December 25	City offices closed in observance of Christmas

**COMMITTEE AGENDA**

September 8, 2009

**ANIMAL CONTROL COMMITTEE**

AC96-04 Consider ban the dogs from parks ordinance (assigned 7/15/96)

**COMMUNICATIONS COMMITTEE**

COM2008-01 Consider upgrade to City's Website (assigned 10/8/2007)

**COUNCIL COMMITTEE**

COU2007-02 Consider Reducing size of Council &amp; term limits for elected officials (assigned 1/8/2007)

COU2007-35 Consider reactivation of Project 190709: 83<sup>rd</sup> Street/Delmar Drainage Improvements

COU2007-40 Consider Code Enforcement - Interior Inspections (assigned 5/2/2007)

COU2007-74 Consider reactivation of Prairie Village Development Corporation (assigned 12/3/2007)

COU2008-21 Consider Project 190865:2009 CARS - Roe Avenue Resurfacing from Somerset Drive to 83<sup>rd</sup> Street (assigned 2/26/2008)

COU2008-22 Consider Project 190890: 2009 Street Resurfacing Program (assigned 2/26/2008)

COU2008-67 Consider sidewalk policy relative to sidewalks (8200 Rosewood) (assigned 8/13/2008)

COU2008-75 Consider approval of a modification to Personnel Policy 910 regarding "comp time" (assigned 10/1/2008)

COU2008-100 Consider approval of ordinance affirming City Boundaries (assigned 12/10/2008)

COU2009-03 Consider Project 191023: 2009 Concrete Repair Program (assigned 12/23/2008)

COU2009-04 Consider Project P5000: 2009 Crack Seal/Slurry Seal Program (assigned 12/23/2008)

COU2009-05 Consider Project P5001: 2009 Street Repair Program (assigned 12/23/2008)

COU2009-14 Consider Project 190870: 2010 Street Resurfacing Program (assigned 1/13/2009)

COU2009-15 Consider Project 190721: 2009 Storm Drainage Repair Program (assigned 1/13/2009)

COU2009-16 Consider Project 190876: 2010 CARS, 83<sup>rd</sup> Street Resurfacing from Nall Avenue to Roe Avenue (assigned 1/13/2009)COU2009-17 Consider Project 190877: 2009 CARS, 83<sup>rd</sup> Street Resurfacing: Roe Avenue to Somerset Drive (assigned 1/13/2009)

COU2009-26 Consider Project 190722: 2010 Storm Drainage Repair Program (assigned 2/6/2009)

COU2009-27 Consider Project 190871: Mission Lane Bridge Replacement (assigned 2/6/2009)

COU2009-63 Consider Project 190866 - 75<sup>th</sup> Street Paving (assigned 6/10/2009)

COU2009-87 Consider Project 190869 - 2009 Street Resurfacing Program - Construction Change Order #1 (assigned 8/12/2009)

COU2009-88 Consider adopting Resolution Nos. 2009-07 through 2009-13 (assigned 8/27/2009)

COU2009-89 Consider adopting Ordinance Nos. 2205, 2006 and 2007 to pursue a bond issue (assigned 8/27/2009)

**PARKS AND RECREATION COMMITTEE**

PK97-26 Consider Gazebo for Franklin Park (assigned 12/1/97)

**PLANNING COMMISSION**

PC2007-01 Study City zoning regulations to address those items identified by the Village Vision Strategic Investment Plan in 2007 (assigned 8/20/2007)

PC2008-02 Consider development of ordinances to support best practices for renewable energy and for green design related to residential and commercial building design (assigned 7/7/08)

**PRAIRIE VILLAGE ARTS COUNCIL**PVAC2000-01 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for the 1<sup>st</sup> Quarter of 2001)