

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
June 04, 2012
6:00 PM

AGENDA

DAVID MORRISON, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

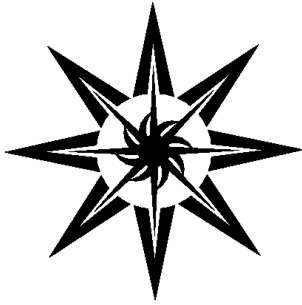
- COU2012-10 Consider Parks Sales Tax Initiative for November Ballot
Laura Wassmer

 - COU2012-29 Consider revisions to 2012 Prairie Village Fee Schedule
Dennis Enslinger

 - COU2012-30 Approve the low bid submitted by Bordner Roofing Company for Project
190918, Public Safety Roof Replacement for \$53,327.00
Keith Bredehoeft

 - *COU2012-31 Consider the Approval of Street Repairs related to the 2009 Street Paving
Program
Keith Bredehoeft
- Presentation of 2013 Operating Budget
Quinn Bennion

***Council Action Requested the same night**



PARK & RECREATION COMMITTEE

Finance Committee: November 2, 2011
Council Committee Date: November 21, 2011
Council Committee Date: December 5, 2011
Parks & Recreation Meeting: January 11, 2012
Parks & Recreation Meeting: April 11, 2012

COU2012-10:

Consider Parks Sales Tax Initiative for November Ballot

POSSIBLE MOTION

Recommend staff and Legal Counsel draft a resolution calling for a general election on November 6, 2012 relating to a park-specific general sales tax.

BACKGROUND

City Council approved the Parks Master Plan in early 2009. According to Public Works, completion of the plan will run in excess of \$14M. Since no ongoing funding source has been identified all parks funding comes from the capital improvement plan (CIP) where parks compete with other city projects and priorities. In the foreseeable future, infrastructure maintenance needs such as streets, sidewalks and buildings will claim most of the available funds within the CIP. In addition, Public Works reports the City is currently underfunding parks capital maintenance items such as interior park trails, play equipment, pool reserves, and tennis courts by \$500,000 annually.

The Parks Committee asked Finance Committee for guidance on how the Parks Master Plan and parks capital maintenance (CIP) can be funded in the future. At their October 19, 2011 meeting the Finance Committee determined a sales tax initiative put to the voters would be the most appropriate option (minutes attached).

The item was discussed by the Council Committee of the Whole at their November 21, 2011 and December 5, 2011 meetings (minutes attached). After deliberation, it was determined the issue was too broad to address and more information was needed on potential uses. Ultimately, the item was sent to the Parks and Recreation Committee to develop a specific recommendation for City Council consideration.

The Parks and Recreation Committee discussed the item at their January 11, 2012 and April 11, 2012 meetings (minutes attached). After lengthy discussion the following ballot language was developed:

Shall the City of Prairie Village, Kansas, be authorized to impose a new $\frac{3}{8}$ percent (0.375%) city-wide retailers' sales tax with two-thirds of the revenue from such a tax (0.25%) used for park improvements contained within the Parks Master Plan with the remaining one-third of the revenue from such a tax (0.125%) used to pay the costs to maintain, acquire, construct, improve and operate City parks, public green space, municipal pools and city-owned statuary ("Park Projects"), and be authorized to pledge such sales tax for the payment of the principal and interest on bonds issued to pay the cost of such Park Projects, with collection to commence on April 1, 2013 all pursuant to K.S.A. 12-187 et seq. and other applicable state statutory provisions?

To arrive at this language the Committee balanced the need to maintain existing park amenities against making Parks Master Plan improvements while being mindful that new improvements will also need to be perpetually maintained. Furthermore, the Committee wanted to ensure that funding would go toward improvements and not just maintenance so the decision was made to articulate that specific percentages are directed to each of the two uses.

The Committee was also mindful of the overall sales tax rate when selecting a 0.375% rate. With the effective date for a voter approved sales tax rate being April 1, 2013 there will only be a sales tax rate increase for two months and then an overall decrease when 0.6% of the State sales tax rate expires on July 1, 2013.

FINANCIAL IMPACT

A $\frac{3}{8}$ percent (0.375%) sales tax will annually generate \$750,000. As currently written, \$500,000 of that amount would go exclusively to Parks Master Plan improvements with the remaining \$250,000 going to other parks projects including maintenance, operations and improvements.

ATTACHMENTS

Parks and Recreation minutes (04/11/12), Parks Master Plan Probable Cost Summary, CIP parks summary (1999 - 2011), Parks maintenance costs (2009 - 2010), Parks and Recreation minutes (01/11/12), Council Committee minutes (12/5/11), Council Committee minutes (11/21/11), Finance Committee minutes (11/2/11), Council Committee minutes (1/19/10), Sales Tax Referendum memo from legal counsel, Johnson County parks-related sales tax rates, sample ballot language, current Johnson County sales tax rates.

PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 05/31/2012

PARK AND RECREATION COMMITTEE

April 11, 2012

Council Chambers

The Park and Recreation Committee met at 7.00pm. Presiding: Diana Ewy Sharp, Chair, Laura Wassmer, Vice-Chair, Diane Mares, Joe Nolke, Peggy Couch, Tim O'Toole, Clarence Munsch, Maggie Swartz, Max Rieper, Jim Bernard Jr. and Kevin Letourneau were in attendance. Staff: Bruce McNabb and Chris Engel. Also present: Nancy Vennard and John Joyce.

Sales Tax Discussion

As a follow-up to the sales tax discussions of January, staff has completed some additional research on the current cost of maintaining the parks and recreation elements of the system. Chris reviewed the Parks Funding Summary in the packet. Those numbers are based on the following elements: the cost of wages + benefits for all staff time wage-coded to parks or recreation activities in 2011; the 2012 budgeted amounts for all utilities, commodities and contractual services in the various parks related programs; 2012 Parks CIP Projects; and debt service for the bonds issued in 2000 for the swimming pool improvements. Also included in the summary is the corresponding revenues generated for parks and recreation related offerings. Bruce added that he has tried many methods to arrive at an acceptable number to keep the parks current. The standard Best Practice for determining annual maintenance costs is to take 5% of the total replacement value of all park assets. Based on that formula his best estimation is \$500,000 annually.

The Committee discussed the desire to fund new upgrades related to the Parks Master Plan vs. funding current operations and capital improvements within the parks. It was pointed out that if "maintenance" was included in the wording of the ballot language then future Councils could direct the sales tax revenue completely toward maintaining the parks. Also mentioned was the fact that Parks Master Plan upgrades will lead to an increased cost of maintenance so the two are linked. The Committee agreed that a mechanism was needed to ensure that Parks Master Plan upgrades were appropriately funded as that was the original intent of a sales tax. It was agreed to modify the language of January 11, 2012 to better direct the funds to specific purposes.

Jim Bernard Jr. made a motion to recommend the City Council approve the following ballot language for placement on the November 6, 2012 ballot:

Shall the City of Prairie Village, Kansas, be authorized to impose a new $\frac{3}{8}$ percent (0.375%) city-wide retailers' sales tax with two-thirds of the revenue from such a tax (0.25%) used for park improvements contained within the Parks Master Plan with the remaining one-third of the revenue from such a tax (0.125%) used to pay the costs to maintain, acquire, construct, improve and operate City parks, public green space, municipal pools and city-owned statuary ("Park Projects"), and be authorized to pledge such sales tax for the payment of the principal and interest on bonds issued to pay the cost of such Park Projects, with collection to commence on April 1, 2013 all pursuant to K.S.A. 12-187 et seq. and other applicable state statutory provisions?

Diane Mares seconded the motion and it passed unanimously.

Prairie Village 2008 Park & Recreation Master Plan

OPINION OF PROBABLE COSTS SUMMARY

3/12/2009

ITEM	SUB-GROUPS	GROUP TOTAL
CONTINUE EXPLORATION OF COMMUNITY CENTER OPTIONS, including possible Natatorium partnership with SUSD		\$20,000,000
DEVELOP TRAIL SYSTEM (Outside Parks)		\$5,278,000
INCREASE CITY-SPONSORED RECREATION PROGRAMMING OPPORTUNITIES	NOT ESTIMATED AT THIS TIME	
DEVELOP OFF-LEASH DOG PARK (City-Owned and Managed)		\$250,000
PURCHASE LAND FOR NEW PARKS	NOT ESTIMATED AT THIS TIME	
DEVELOP SCULPTURE GARDEN WITH MULTIPLE PIECES and WALKING PATHS	NOT ESTIMATED AT THIS TIME	
INTERPRET PARK SITE HISTORIES (INTERPRETIVE SIGNS AT EACH PARK)		\$40,000
DEVELOP GARDENING OPPORTUNITIES THROUGHOUT THE PARK SYSTEM	NOT ESTIMATED AT THIS TIME	
INCREASE LIGHTING IN ALL PARKS		\$200,000
INDIVIDUAL PARKS		
BENNETT PARK - ALL FEATURES		\$65,000
ADD ON-STREET PARKING, TRAIL, TRYKE TRACK, AND OTHER IMPROVEMENTS	\$65,000	
CONSIDER EXPANSION OPPORTUNITIES IN THE FUTURE	NOT ESTIMATED AT THIS TIME	
BRENZER PARK (add water feature)		\$20,000
FRANKLIN PARK - ALL FEATURES		\$1,064,000
WIDEN PERIMETER AND INTERIOR TRAIL SYSTEM (PLUS TRAIL MAPS)	\$310,000	
NATURE PLAY AREA, WITH WATER FEATURE	\$125,000	
PARKING EXPANSION - ALL OPTIONS		
MAXIMIZE PARKING ALONG ROE AVE.	\$85,000	
EXPAND EXISTING LOT TO WEST ONE BAY (ADDS 9 STALLS)	\$17,000	
ADD NEW LOT TO WEST SIDE @ 57th & SOMERSET (ADDS 14-20 STALLS)	\$62,000	
SHELTER, RESTROOM, AND GAZEBO	\$390,000	
BALL FIELD ADJUSTMENT AND IMPROVEMENT	\$75,000	
HARMON/SANTA FE PARKS - ALL FEATURES		\$5,525,000
PERIMETER AND INTERIOR TRAIL SYSTEM (PLUS TRAIL MAPS)	\$360,000	
DESTINATION PLAY AREA AND SANTA FE TRAIL PRARIE RESTORATION	\$175,000	
INCLUDES REVISED DRIVES AND PARKING, PLUS NEW PRACTICE COURTS		
AMPHITHEATER (includes electrical upgrades for lighting and sound system power)	\$480,000	
GROUP 1 - EXPAND/IMPROVE OUTDOOR POOL COMPLEX		
FLO-RIDER	\$1,000,000	
NEW CONCESSIONS/RESTROOMS BUILDING(S) Cost potentially absorbed by Community Center	\$500,000	
GROUP 2 - Select One		
LAZY RIVER	\$900,000	
SPRAY PAD/SKATE RINK	\$150,000	Not in Total
CENTRE COURT TENNIS FACILITY	\$90,000	Not in Total
COMBINE SPRAY PAD/SKATE RINK AND 'CENTRE' COURT	\$220,000	Not in Total
COMBINE SPRAY PAD/SKATE RINK AND LAZY RIVER	\$750,000	Not in Total
GROUP 3 - Select One		
NEW OUTDOOR 50-METER POOL	\$2,300,000	
NEW INDOOR/OUTDOOR 50-METER POOL (Assumes no Community Center facility is constructed)	\$7,000,000	Not in Total
CLIMBING WALLS NEAR SKATE PARK	\$180,000	
NINE-HOLE DISC GOLF COURSE IN HARMON PARK	\$15,000	
'CRAFT SHACK' - ASSOCIATED WITH DESTINATION PLAY AREA	\$15,000	
McCORM PARK - ALL FEATURES		\$420,000
NEW PLAY EQUIPMENT, SMALL SPRAY PAD, SMALL SHELTER, TRAIL, TRYKE TRACK	\$330,000	
ADD ON-STREET PARALLEL PARKING ON 70th ST. AND MID-BLOCK CROSSING SIGNAL ON ROE AVE.	\$90,000	
CONSIDER EXPANSION OPPORTUNITIES IN THE FUTURE	NOT ESTIMATED AT THIS TIME	
MEADOWLAKE PARK - ALL FEATURES		\$365,000
WIDEN, EXPAND PERIMETER TRAIL	\$115,000	
NEW PLAY EQUIPMENT AND NATURE PLAY, RENOVATE AREA, REMOVE LARGE SAND "BOX"	\$185,000	
PRACTICE FIELD IMPROVEMENTS	\$65,000	
PORTER PARK		\$466,000
WIDEN PERIMETER AND INTERIOR TRAIL SYSTEM	\$225,000	
NATURE PLAY AREA AND EXPAND PLAY AREA SHELTER	\$116,000	
PARKING EXPANSION - ADD ON-STREET PARKING ALONG ROE AVE.	\$40,000	
IMPROVEMENTS TO EXISTING FEATURES - DRAINAGE PROBLEM AREAS, WEST SHELTER SWINGS	\$25,000	
PRAIRIE PARK - ALL FEATURES		\$6,000
MINOR ADJUSTMENT TO ALLOW ADDITION OF SWINGS TO PLAY AREA	\$6,000	
CONSIDER EXPANSION OPPORTUNITIES IN THE FUTURE	NOT ESTIMATED AT THIS TIME	
SCHLUFFE PARK - REMOVE PARKING, CONSTRUCT TRAIL SEGMENT AND BRUSH CREEK OVERLOOK		\$175,000
WILTNER PARK (STATE LINE) - ALL FEATURES		\$870,000
RE-ALIGN CAMBRIDGE STREET, CONNECT HALVES	\$690,000	
ADD PERIMETER TRAIL, SHELTER, AND PLAY AREA	\$270,000	
WINDSOR PARK - ALL FEATURES		\$520,000
WIDEN PERIMETER AND INTERIOR TRAIL SYSTEM, CONNECTION TO THE VILLAGE, AND ENHANCE ENTRY	\$270,000	
ADD NATURE PLAY AREA, SHADE OVER EXISTING PLAY EQUIPMENT, REPLACE SHELTER	\$250,000	
TOTAL PROBABLE PROJECT COST (In 2008 dollars)		\$36,262,000

Park CIP from 1999 to 2011 - Actuals and Estimates

YEAR	PARK	POOL	TENNIS	GRAND TOTAL
1999	\$114,761	\$4,132,910		\$4,247,671
2000	\$51,226			\$51,226
2001	\$7,361	\$15,670		\$23,031
2002	\$46,978			\$46,978
2003	\$149,450	\$21,840		\$171,290
2004	\$317,537	\$21,484		\$339,021
2005	\$95,053		\$128,220	\$223,273
2006	\$60,524		\$49,854	\$110,378
2007	\$93,637			\$93,637
2008	\$63,140			\$63,140
2009 Est.	\$138,397	\$43,398		\$181,795
2010 Est.	\$1,060,364	\$48,019		\$1,108,383
2011 Est.	\$450,862	\$6,316		\$457,178
Grand Total	\$2,649,291	\$4,289,636	\$178,074	\$7,117,001

Uncompleted Projects: (estimated costs are used instead of actuals)

2009 - Weltner Park ID Signs

2010 - Community Center Feasibility Study

2011- Weltner Park, Tomahawk Trail

City of Prairie Village
Summary of Parks Operating Expenditures 2009-2010

Parks and Grounds Maintenance

Expenditures	2009	2010
Personal Services	\$381,674	\$381,884
Contract Services	\$302,812	\$219,433
Commodities	\$28,302	\$87,242
Total Operating Cost	\$712,788	\$688,559

Capital costs included in operating budget: \$20,068 \$86,784

- * Parks & Grounds Program includes costs to maintain, repair and replace park equipment, 65 acres of park, city islands, fountains, park shelters and public trees.
- * Prior to 2009, the Parks & Grounds Program was titled Buildings & Grounds and also included costs for maintenance of city buildings, tennis courts & swimming pool.

Tennis Operation and Maintenance

Expenditures	2009	2010
Personal Services	\$0	\$0 *
Contract Services	\$23,056	\$5,961
Commodities	\$689	\$1,462
Total Operating Cost	\$23,745	\$7,423

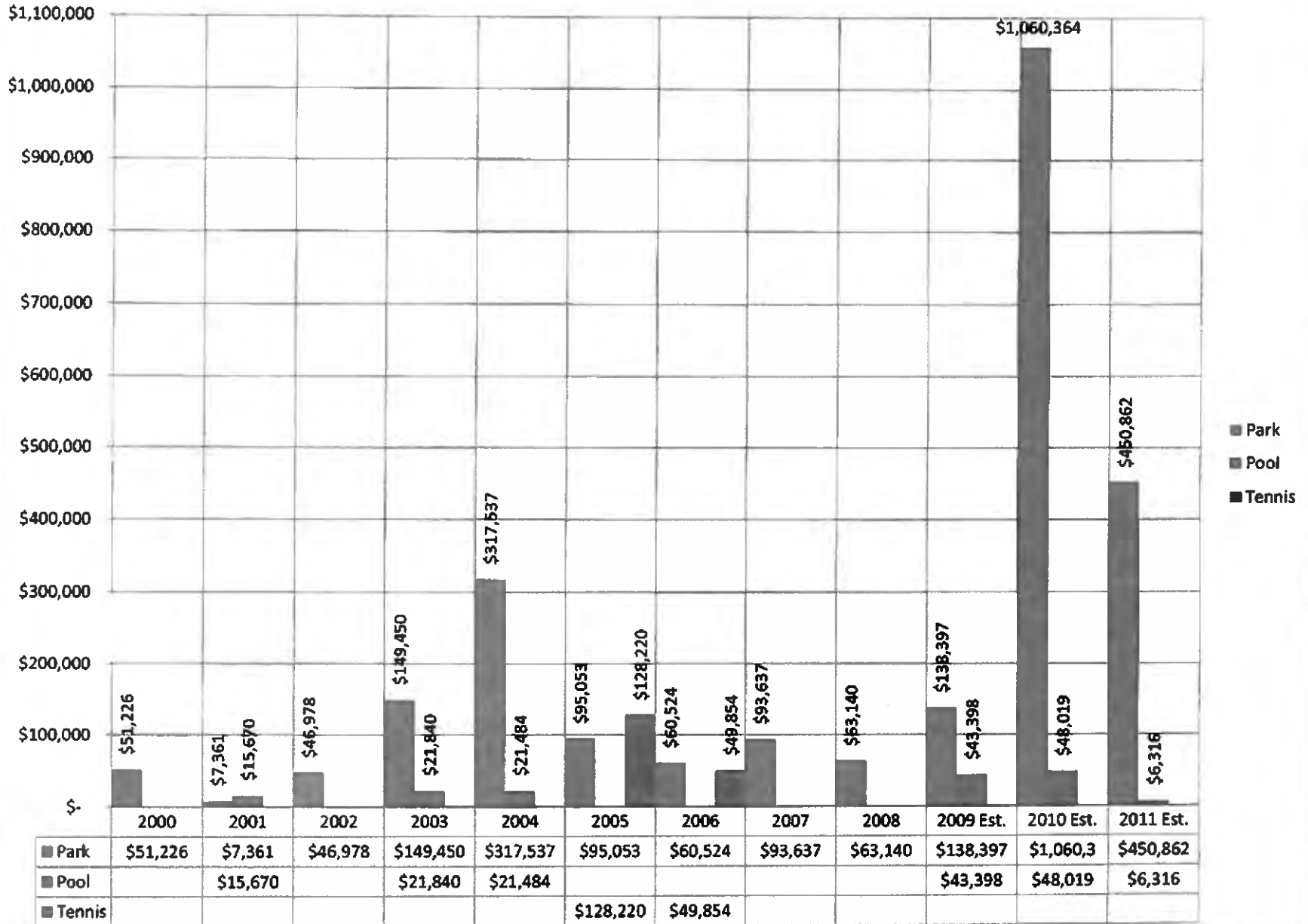
* Personal Services does NOT include Public Works employee costs.

Swimming Pool Maintenance

Expenditures	2009	2010
Personal Services	\$0	\$0 *
Contract Services	\$105,981	\$127,895
Commodities	\$38,940	\$37,618
Total Operating Cost	\$144,921	\$165,513

* Personal Services does NOT include Public Works employee costs.

Park CIP from 2000 to 2011



Park CIP from 1999 to 2011

PROJECT #	PROJECT TYPE	PROJECT DESCRIPTION	ACTUAL		START YEAR	COMPLETE	NOTES
			TO DATE 11/10/11	ESTIMATE REMAINING			
190601	Park	Park Improvements-Bennett Park	\$ 4,530		1999	Yes	
190602	Park	Park Improvements-Franklin Park	\$ 60,442		1999	Yes	
190603	Park	Park Improvements-Harmon Park	\$ 10,061		1999	Yes	
190804	Park	Park Improvements-McCrum Park	\$ 5,246		1999	Yes	
190605	Park	Park Improvements-Meadowlake Park	\$ 5,697		1999	Yes	
190606	Park	Park Improvements-Porter Park	\$ 2,654		1999	Yes	
190607	Park	Park Improvements-State Line Park	\$ 19,502		1999	Yes	
190608	Park	Park Improvements- Windsor Park	\$ 6,629		1999	Yes	
190609	Pool	Swimming Pool Construction	\$ 4,132,910		1999	Yes	
190610	Park	Windsor Park	\$ 12,040		2000	Yes	Received \$4,000 in grant funds
190611	Park	Prairie Park Design	\$ 28,999		2000	Yes	
190613	Park	Brenizer Park	\$ 9,440		2000	Yes	
190615	Park	Park Turf and Trees	\$ 747		2000	Yes	
190617	Pool	Pool Shades	\$ 15,670		2001	Yes	
190618	Park	Special Park Projects	\$ 512		2001	Yes	
190619	Park	Meadowlake Pavilion Roof Replace	\$ 3,080		2001	Yes	
190620	Park	Porter Park Refinish Pavilion	\$ 3,769		2001	Yes	
190621	Park	Harmon Park Roof Repairs	\$ 5,640		2002	Yes	
190622	Park	Franklin Park Electrical Service	\$ 9,985		2002	Yes	
190623	Park	Sculpture Garden Electrical Service	\$ 1,750		2002	Yes	
190624	Park	Harmon Park Sidewalk	\$ 29,603		2002	Yes	
190626	Park	Playground Fall Zone Installation	\$ 110,365		2003	Yes	
190627	Park	Homesteader Statue Renovation	\$ 36,785		2003	Yes	
190630	Park	Franklin Park Parking Lot Study	\$ 2,300		2003	Yes	Design only
190632	Pool	Paint Lap Pool	\$ 21,840		2003	Yes	
190616	Park	Harmon Park Skateboard Facility	\$ 317,537		2004	Yes	Received \$87,969.78 from other sources
190631	Pool	Replace Drop Slide Pump	\$ 9,386		2004	Yes	
190633	Pool	Wading Pool Gates	\$ 850		2004	Yes	
190635	Pool	Swimming Pool Concession Addition	\$ 11,249		2004	Yes	Design only
190634	Park	Prairie Park Addition	\$ 90,523		2005	Yes	
190636	Park	Weltner Park Basket Ball Court	\$ 4,530		2005	Yes	
190637	Tennis	Meadowlake Tennis Courts	\$ 128,220		2005	Yes	
190614	Park	Park Furnishings	\$ 8,241		2006	Yes	
190629	Park	Porter Park Irrigation	\$ 11,881		2006	Yes	
190638	Park	Bennett Park Fall Zone	\$ 31,053		2006	Yes	
190639	Park	Bennett Park Basketball Court	\$ 9,348		2006	Yes	
190641	Tennis	Windsor Park Tennis Court	\$ 49,854		2006	Yes	
190640	Park	Meadowlake Park Playing Field	\$ 1,920		2007	Yes	
190644	Park	McCrum Park improvements	\$ 49,782		2007	Yes	
190647	Park	Franklin Park Parking Lot Resurface	\$ 20,000		2007	Yes	
190649	Park	Windsor Park Softball Field Repair	\$ 21,935		2007	Yes	
190650	Park	Park Master Plan	\$ 63,140		2008	Yes	
BG950001	Park	El Monte Fountain	\$ 58,307		2009	Yes	Received \$19,000 from Homes Association
POOLRESV	Pool	Pool Reserve-Graeme Baker	\$ 43,398		2009	Yes	
SIGN0001	Park	Park ID Signs	\$ 79,190	\$ 900	2009	No	Waiting to install final sign at Weltner
BG250001	Park	Franklin Park - Master Plan	\$ 1,003,865		2010	Yes	
BG520001	Park	Community Center Study	\$ 25,549	\$ 30,951	2010	No	Received \$20,000 from SMSD & JOCC
POOLRESV	Pool	Pool Reserve-Lap Pool Painting	\$ 48,019		2010	Yes	
BG800001	Park	Weltner Park - Master Plan	\$ 236,254	\$ 89,430	2011	No	
POOLRESV	Pool	Pool Reserve-Diving Board Replace	\$ 6,316		2011	Yes	
TRAIL0001	Park	Trail from Porter to Village	\$ 6,745	\$ 118,433	2011	No	

DRAFT
Prairie Village
Parks and Recreation
Funding Summary

2011 PERSONNEL COST by CITY SERVICE	ACTUAL WAGE + BENEFIT COST
Parks Operations & Maintenance	\$ 315,937
Pool / Concessions	\$ 257,467
Rec Programming (aquatics/tennis/clerk staff)	\$ 73,149
Tree Care Program *	\$ 58,350
Fountain Repair & Maint.	\$ 6,646
Facility Reservations	\$ 5,991
Park Master Planning	\$ 5,556
Park & Rec Committee	\$ 4,355
Vandalism Clean-up *	\$ 3,196
Tree Board *	\$ 2,127
Other	\$ 1,271
Total	\$ 734,046

2012 UTILITIES / COMMODITIES / CONTRACTUAL by PROGRAM	2012 BUDGETED AMOUNT
Parks & Grounds (Maintenance)	\$ 391,450
Pool (Maintenance)	\$ 163,600
Pool (Recreation)	\$ 42,875
Concessions (Recreation)	\$ 38,275
Tennis (Maintenance)	\$ 13,000
Aquatics (Recreation)	\$ 4,375
Tennis (Recreation)	\$ 2,450
Total	\$ 656,025

2012 PARKS CIP PROJECTS	AMOUNT
Unallocated	\$ 8,750
Swimming Pool Reserve	\$ 97,000
Total	\$ 105,750

2012 Debt Service (FY00 Issue for Pool)	\$ 135,000
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TOTAL 'PARKS & RECREATION' FUNDING	\$ 1,630,821
w/o Debt Service	\$ 1,495,821

REVENUES (projected - based on 2011 actuals)	AMOUNT
Fees (membership/fees/gate/rentals)	\$ 445,863
Alcohol Funds	\$ 93,549
Bond & Interest Fund (Property Tax)	\$ 135,000
General Fund	\$ 956,409
Total Revenues	\$ 1,630,821

* These items are not exclusively park/recreation related.

PARK AND RECREATION COMMITTEE

January 11, 2012

Council Chambers

The Park and Recreation Committee met at 7.00pm. Presiding: Diana Ewy Sharp, Chair, Laura Wassmer, Vice-Chair, Jim Bernard, Diane Mares, Joe Nolke, Kathy Peterson, Peggy Couch, Tim O'Toole, Dan Searles, Clarence Munsch, Eric Blevins and Kevin Letourneau were in attendance. Staff: Bruce McNabb, Mike Helms and Chris Engel. Also present: Randy Knight, John Joyce, Kathy Thompsen, Jay Senter, Leo Wetherill, Marianne Noll, Kathy Fisher, Kathy Brzozowski, Teresa Chow, Susan Bruce, Steve Noll, Ron Shaffer.

Sales Tax Discussion

Diana welcomed longtime PV resident, Parks Master Plan committee member, and Johnson County Parks & Recreation District Public Information Director, Randy Knight. She asked Randy to assist with the committee discussion based on his experience with these initiatives. There is no funding available for the Parks Master Plan or capital repairs in the parks according to the 5 Year CIP. Diana and Laura requested the Finance Committee identify a funding mechanism for these items. The committee's recommendation to City Council was a sales tax. After twice discussing the details of a potential sales tax the Council remanded the item to the Parks Committee. The City Council would like the PRC to make a formal recommendation for them to discuss.

The level of need initially discussed was \$1M annually based on \$500k for capital maintenance and \$500k to complete the remainder of the PMP in 15 years. These figures came from PW estimating the value of the existing assets and their eventual repair/replacement costs and estimates of what was still needed to complete the PMP. It was clarified that the figures did not include the cost of a community center or replacement of any portion of the pool, despite the acknowledgement some portion of the pool would probably need to be repaired/replaced in the next ten years. Randy recommended asking for exactly what was needed because there would not be a second opportunity for additional funding.

Dan believes a sales tax above 10% will create perception problems even if the number is arbitrary in nature. He also feels that maintenance, even capital maintenance, should be in the mill rate and sales tax should be for new enhancements. His preference would be for City Council to formalize that some portion of the mill go exclusively to parks and not get poached by the General Fund. Bruce pointed out that the more the parks are improved the more maintenance that would be required so a similar funding source could be considered.

Kathy views the mill as the investment residents make in their community typified by roads, public safety, and parks and asked how it differed from a sales tax. Laura shared the sales tax would allow the cost to be spread across both residents and nonresidents which was aligned with who was using the parks. Diana added that a sales tax represents a guarantee that parks would receive funding that might otherwise remain in the general fund. Randy echoed their sentiments and said asking the public to fund parks should not be shied away from because residents recognize the value of parks to their community.

Chris explained the difference between a general and special sales tax and the requirement that a special sales tax be specific in its use and have a sunset no longer than 10 years. There was ensuing discussion over the merits of both a special sales tax that essentially provides voters with a list of items they could purchase and a general sales tax that is broad and less restricted in its uses. There was concern that a sunset would be restrictive in future years because once the parks plan was complete it would be time to

start the process over again. Also a sunset could lead to the General Fund not being able to absorb the cost of maintenance and repair of the new assets putting the city right back where it is now. Randy recommended the committee be mindful of what it was asking for and the time it had to accomplish the task. In consideration of this, if a sunset is selected, a higher percentage of sales tax would be appropriate.

Jim suggested a blend between a mill increase and a sales tax to ensure some long-term commitment to the parks is ensured. Kevin also agrees that a blend might be preferable. Diana pointed out the mill portion in the General Fund is subject to annual appropriation and may not end up in the park system.

Joe stated there should be a permanent funding source for parks because funding ebbs and flows over the years. He also recommends having a plan to present to the public so they know what they are buying with their sales tax. Randy suggested phasing might also work because it would prove to the public that the money could be managed well. It was pointed out that just because there is a sunset doesn't mean that a follow-up referendum couldn't be passed toward the end of the term so the funding continues. Eric pointed out that the better the park system the higher the ongoing maintenance cost.

Diana invited residents in attendance to voice their thoughts. Kathy Thompsen, 7524 Falmouth, cautioned that committee decisions not be made in a vacuum with the assumption that parks are the only city service being underfunded. She pointed out that the mill could possibly go up for other issues like streets so parks were not alone. Kathy also pointed out that depending on what Topeka does the sales tax could also go up. Jim agreed the committees decisions should not be made in a vacuum but that they should advocate for their own interests and let the City Council balance the overall needs. John Joyce, 4201 Delmar, agreed with Ms. Thompsen and suggested the committee be prepared to provide a clearer picture of its true costs for voters to understand where the funds would be directed.

After further discussion it was determined that an ongoing funding source that guarantees parks funding is optimal and that a sunset should not be included despite some voters finding it more attractive. However, having a sales tax above 10% could hit some mental barrier in the public's perception so a smaller percentage was chosen.

Jim Bernard Jr. made a motion to recommend the City Council approve the following ballot language for placement on the November 6, 2012 ballot:

Shall the City of Prairie Village, Kansas, be authorized to impose a new $\frac{3}{8}$ percent (0.375%) city-wide retailers' sales tax and use the revenue from such tax to pay the costs to maintain, acquire, construct, improve and operate City parks, public green space, municipal pools and city-owned statuary ("Park Projects"), and be authorized to pledge such sales tax for the payment of the principal and interest on bonds issued to pay the cost of such Park Projects, with collection to commence on April 1, 2013 all pursuant to K.S.A. 12-187 et seq. and other applicable state statutory provisions?

Kathy Peterson seconded the motion and it passed unanimously.

Chris shared the city could not advocate for a sales tax, only educate. He will get an opinion from the City Attorney clarifying if councilmembers can advocate for a sales tax as either city representatives or just private residents.



PARK & RECREATION COMMITTEE

Council Committee Date: November 21, 2011

COMMITTEE ITEM: Discussion regarding parks funding and a special sales tax initiative

POSSIBLE MOTION

Move the Governing Body direct staff to finalize ballot language and resolution calling for a special sales tax election.

BACKGROUND

At the November 21, 2011 Committee of the Whole meeting staff was directed to draft language for a possible parks sales tax ballot initiative. Due to time constraints not all details were discussed at the meeting. Staff was directed to provide options to clarify the intended uses and specific details of a parks sales tax. To best facilitate the process staff believes it is appropriate to use the broadest description of uses and then Council discuss their inclusion and level of support. Legal Counsel has drafted the following ballot language:

Shall the City of Prairie Village, Kansas, be authorized to impose a new $\frac{1}{2}$ percent (0.5%) city-wide retailers' sales tax and use the revenue from such tax to pay the costs to acquire, construct, improve, maintain and operate City parks, public green space, municipal pools and recreation facilities ("Park Projects"), and be authorized to pledge such sales tax for the payment of the principal and interest on bonds issued to pay the cost of such Park Projects, with collection to commence on April 1, 2013 **[optional: and with such retailers' sales tax to expire ten (10) years from the date it is first collected (expiration date of March 31, 2023,)]** all pursuant to K.S.A. 12-187 et seq. and other applicable state statutory provisions?

Below is a list of items that staff has interpreted as allowable under the following wording:

- Acquire - New parkland, green space, or recreation facilities.
- Construct - New amenities. Ex: Franklin Park, Weltner Park, trails, Master Plan items.
- Improve - Upgrade existing amenities. Ex: Larger shelter, wider trail, more parking.
- Maintain - Repair or rebuild existing in-place amenities. Ex: Windsor trail, tennis courts.
- Operate - General maintenance. Ex: Personnel, equipment, contract services, mowing.
- Parks - Any new or existing parkland owned or leased by the City. Ex: Harmon, Windsor
- Green space - Any right-of-way or common areas the City pays to operate or maintain including any affixed fountain or statuary. Ex: El Monte fountain, any island or statuary.
- Municipal Pools - Any new or existing municipal pools. Ex: Municipal Pool Complex
- Recreation Facilities - Any new or existing building, structure or place with the primary purpose of recreational activity. Ex: Community Center, shelter, amphitheater, restroom.

DISCUSSION POINTS

- Percentage - What is the appropriate percentage increase of a new sales tax? $\frac{1}{2}\%$ = \$1M in new annual revenue.

- Special vs. general - A special sales tax is for a specific purpose and requires a sunset; a general sales tax is broad in definition and does not require a sunset.
- Sunset or no sunset - A special sales tax allows up to 10 years before sunset; a general sales tax does not require a sunset but is allowable.
- Election ballot or mail-in ballot - 2012 election dates are April 3rd (March 5 deadline for placement on the ballot) and November 6 (August 31st deadline for placement on the ballot). Mail-in ballots can occur anytime but wording needs to be submitted to the County no later than 12 weeks prior. With the presidential election, primaries and local elections the JoCo Elections Office does not believe they could handle a mail-in ballot in 2012. The cost to the City of placing the question on the April 3rd or a mail-in ballot would be ~\$50k. There would be no cost to the City to place the question on the November ballot.

FINANCIAL IMPACT

A ½% increase in sales tax would generate ~\$1,000,000 in revenue annually.

ATTACHMENTS

Council Committee packet from November 21, 2011.

PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 11/29/11

COUNCIL COMMITTEE OF THE WHOLE
December 5, 2011

The Council Committee of the Whole met on Monday, December 5, 2011 at 6:00 p.m. The meeting was called to order by Council President Dale Beckerman with the following members present: Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz. Steve Noll, Andrew Wang, David Morrison and Mayor Ron Shaffer arrived late. Staff Members present: Wes Jordan, Chief of Police; Bruce McNabb, Director of Public Works; Keith Bredehoeft, Project Manager for Public Works, Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director, Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

Discussion regarding parks funding a special sales tax initiative

On November 21st the City Council directed staff to prepare language for a possible parks sales tax ballot initiative. Quinn Bennion introduced the language prepared by staff in conjunction with the city attorney noting that the language was drafted in the broadest description of uses with the intent that Council would modify the language. Staff referred to ballot language prepared by other cities for similar elections in recent years.

Mr. Bennion noted the following issues need to be addressed by the Council:

- What is the appropriate percentage increase for the sales tax? = ½% equals \$1M in new annual revenue.
- Will the special sales tax be for a specific purpose which requires a sunset or a general sales which does not require a sunset?
- If a sunset is desired, Mr. Bennion noted a special sales tax allows up to 10 years before a sunset; a general sales tax does not require a sunset but it is allowed.
- Will the question be placed on an election ballot or will a special mail-in ballot be prepared?

Mr. Bennion stated staff talked with the Johnson County Election Office regarding their time requirements. 2012 election dates are April 3 with a March 5th deadline for placement on the ballot and November 6 with August 31st deadline for placement on the ballot. A mail-in ballot can occur anytime but wording needs to be submitted to the County no later than 12 weeks prior. However, the election staff does not believe it could do a mail-in ballot in 2012 due the number and size the general elections during 2012. The cost for a mail-in ballot or placement on the April 3rd election ballot would be approximately \$50,000. There would be no cost to the City to place the question on the November ballot.

Diana Ewy Sharp asked staff for their perspective on sunsets. Mr. Bennion stated he has been involved with four or five ballots. All were for specific projects and therefore had sunsets. If the sales tax would cover general on-going costs, a sunset is optional. The Finance Committee felt there would be higher voter support if there were a sunset.

Ruth Hopkins stated that if the city were to go forward it should wait until November when it would have a better idea of what action the state legislators would be taking regarding taxes and funding.

Charles Clark stated he favored the broad description with one half of the money collected funding on-going large CIP park related costs and one-half funding the parks master plan. He noted the parks master plan's estimated cost is \$14 million which would require 28 years to fund. He stated park infrastructure has not been adequately funded and he feels this needs to be addressed before funding additional park improvements.

Laura Wassmer stated she is in full support of placing the question on a ballot for the residents to decide. She is not comfortable with raising the mill levy or taxes for park improvements without a vote of the people.

Steve Noll stated he is not an advocate of increasing sales taxes, but recognizes the City has minimal resources. He would support a sunset of 10 years. At that time, if desired, the question could again be placed before the residents.

Dale Beckerman asked if language could be built into the ballot language to accommodate a renewal. City Attorney Katie Logan responded she did not believe so that the City would need to start a new ballot process to reconsider the question.

Dale Warman stated he was more alarmed by the lack of funding for major on-going maintenance of park infrastructure than the desire to complete the parks master plan. He supports the funding going toward park infrastructure maintenance projects with any remaining funds directed to park improvements. He agrees with Mrs. Hopkins that the City should wait until November when more will be known about what the state will do with sales taxes and other funding. Dale Beckerman noted the legislature ends in May which would provide sufficient time for placement on the November ballot.

Michael Kelly stated he did not understand the Council's hurry and felt no action should be taken until after the City's budget has been set. He asked if the Park & Recreation committee has had any formal discussions on raising the sales tax. He also has concerns on how it would be administered and projects approved

Charles Clark responded that one-half of the funding would go towards maintenance with the remaining funds going toward implementation of the parks master plan.

David Belz clarified his earlier comments regarding an increase in the mill levy for infrastructure maintenance. This would be to address streets. He does not feel the mill levy should be increased for parks but would like to have the people address the funding of park improvements through their vote on a sales tax increase. He agrees with Mr. Clark that funding should first go towards park maintenance and then any remaining funds toward the implementation of the parks master plan. The Finance Committee felt that by starting the process early recognizing that any tax initiative can be looked upon very negatively and therefore, time is needed to educate the public on the need. Mr. Belz felt the Council could vote to start the process and then back out if economic conditions worsened.

Katie Logan advised that the action to place the question on the ballot is taken through the adoption of a resolution. If the Council takes action and later decides it does not want to pursue the question it would require a 2/3rds vote of the Governing Body to repeal the resolution.

Michael Kelly felt it would be better to wait until after budget when there will be a clearer financial picture. David Belz responded the Finance Committee felt it would be best to start as soon as possible. Dale Beckerman added this has been discussed for a few year. Laura Wassmer noted she did not expect the budget picture to get any better and doesn't see any advantage in waiting.

Steve Noll agreed that the city does not have the funds for significant improvements in parks and minimal funds for park maintenance. He questioned if the city was limiting itself by saying ½ the sales tax goes toward the parks master plan and also questioned how viable that plan will be ten years from now.

Diana Ewy Sharp stated there is a five year Park CIP prepared each year for park maintenance which would determine how that portion of the sales tax would be spent. The parks master plan administration would come from a recommendation from the Park and Recreation Committee. She noted the parks master plan was created with a 10-15 year window and does not feel it will be outdated.

Charles Clark stated he felt the CIP replacement and maintenance needs to be addressed before any funds are spent on implementation of the parks master plan. He noted in the next 10 to 15 years the city will need to replace its entire pool complex which is over 30 years old.

Michael Kelly asked where the community center fit into the picture.

David Belz responded the community center committee has not decided on its recommendation and does not know what its recommendation will be. They are to address the question of whether or not Prairie Village should build a new community center. He does not feel this process should be delayed for that recommendation.

Mr. Kelly responded he feels the whole picture needs to be considered and its implications as far as increases in mill levy or additional funding needs.

Al Herrera noted that Mr. Kelly was assuming the recommendation of the community center would be to move forward with the community center. He reminded the Council the issue is whether to place the question before the public.

Ruth Hopkins stated her biggest fear is that the people will not see the big picture with the potential for raising the mill levy for street infrastructure and again potentially down the road for pool or community center improvement/replacement. She is concerned that the residents understand the entire situation when voting.

David Morrison stated at a recent League of Municipalities conference he attended a session on sales tax initiatives and was advised that these usually get approved in Kansas. He feels

the city should wait until November to place the question on the ballot so residents will have a clearer picture of the ramifications of any state actions to increase taxes. Mr. Morrison reminded the Council of his past support of having questions related to the increase of taxes be taken to a vote of the people.

Laura Wassmer stressed the need for educating the residents on the true financial picture for the City. She believes the residents think park improvements will continue to happen because they have in the past. The residents need to be educated on the economic challenges faced by the city. She does not see any other way to continue to provide these services and feels it is important that the resident know if they desire to continue to want these improvements there needs to be a dedicated revenue source available for funding the improvements and on-going maintenance.

Diana Ewy Sharp noted none of the Council wants to raise taxes. The Park & Recreation Committee appreciates the investment the city has made with the improvements to Franklin and Weltner Parks, but stated the city has been doing a disservice to park maintenance. A dedicated revenue source is needed to address the upcoming and on-going large scale maintenance costs related to the parks. She noted the expectation has been set that each park in the city will be improved. She added that one of the options for possible funding identified by the parks master plan was a dedicated sales tax. She feels this needs to be taken to the residents for them to decide how they want their money spent.

Dale Warman expressed concern that voters perceive the ballot question as being endorsed by the Council. He would be more supportive of the increase if it included maintenance instead of just funding of the parks master plan improvements.

Dale Beckerman stated he felt the Council needs to clarify what is meant by "maintenance" i.e. is this simply capital maintenance or items of high dollar cost that cannot be covered within the public works budget. He does not feel they necessarily need to be identified specifically, but perhaps categorized.

Laura Wassmer asked if it would make sense to send this back to the Parks and Recreation Committee to put together a proposal with assistance from the Public Works Director.

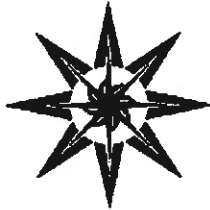
Diana Ewy Sharp responded no formal vote has been taken by the committee however, she noted this has been discussed since September 2009. She felt the Council needs to address the issues raised by staff and then if they wanted to send it to the committee she would support that.

Charles Clark noted there are too many questions to be answered and they would be better addressed if there was a specific recommendation from the Parks & Recreation Committee. Therefore, he moved the council committee direct the Parks and Recreation Committee to prepare a specific recommendation regarding possible parks funding and sales tax initiative for consideration by the Governing Body. The motion was seconded by Laura Wassmer.

Dale Beckerman recognized former Mayor Sue Weltner and asked for her comments.

Mrs. Weltner thanked the Council for its work and for the approval of the recent improvements to Franklin and Weltner Park. She advised the Council to take into consider the present economy in making its decision. There needs to be maintenance funds for the parks; however, she does not like sales tax increases and particularly those with dedicated funds. The budget should determine what projects are completed each year. She would rather see a mill levy increase than a sales tax increase which impacts all people and noted the city's sales tax rate is getting fairly high. She urged the Council to look at the matter very carefully.

The motion to request a recommendation from the Parks & Recreation committee with a specific proposal for consideration by the Council was voted on and passed by a vote of 9 to 2 with Michael Kelly and Andrew Wang voting in opposition. Ruth Hopkins did not vote.



PARK & RECREATION COMMITTEE

Finance Committee Date: October 19, 2011
Council Committee Date: November 21, 2011

COMMITTEE ITEM: **Discussion regarding parks funding and a special sales tax initiative**

POSSIBLE MOTION

Direct staff to draft ballot language and a resolution calling for a special sales tax election.

BACKGROUND

City Council approved the Parks Master Plan in early 2009. There are varying opinions if approval of the plan meant approval of funding the plan. Regardless, completion of the plan according to Public Works will run in excess of \$14M and the plan offers no definitive annual contribution amount. The figure most often discussed to keep the plan progressing is \$1M per year. Since no ongoing funding source has been identified all parks funding comes from the CIP where parks compete with other City projects and priorities.

In the foreseeable future, infrastructure maintenance needs within the CIP will claim most of the available funds. Public Works reports the City is currently underfunding parks capital maintenance items such as interior park trails, pool reserves, and tennis courts by \$500,000 annually. The Parks and Recreation Committee asked Finance Committee for guidance on how the Parks Master Plan and parks capital maintenance (CIP) can be funded in the future. At their October 19, 2011 meeting the Finance Committee determined a sales tax initiative put to the voters would be the most appropriate option.

The topic of a special parks sales tax was previously discussed by the Committee of the Whole at the January 19, 2010 meeting. The initiative was not approved at that time due to a variety of factors such as LANE4's pending request for CID, a potential state-wide sales tax increase and overall city budget uncertainty.

DISCUSSION POINTS

- Appropriate percentage increase
- Special vs. general sales tax
- Sunset or no sunset
- Election ballot or mail-in ballot
- Election timing
- Uses - enhancements vs. maintenance

FINANCIAL IMPACT

A ½% increase in sales tax would generate ~\$1,000,000 in revenue annually.

ATTACHMENTS

Parks Master Plan Probable Cost Summary, CIP parks summary (1999 - 2011), Parks maintenance costs (2009 - 2010), Finance Committee minutes (11/2/11), Council Committee minutes (1/19/10), Sales Tax Referendum memo from legal counsel, Johnson County parks-related sales tax rates, sample ballot language, current Johnson County sales tax rates.

PREPARED BY

Chris Engel
Assistant to the City Administrator
Date: 11/17/11

COUNCIL COMMITTEE OF THE WHOLE
November 21, 2011

The Council Committee of the Whole met on Monday, November 21, 2011 at 6:00 p.m. The meeting was called to order by Council President Dale Beckerman with the following members present: Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz. Steve Noll, Andrew Wang, David Morrison and Mayor Ron Shaffer arrived late. Staff Members present: Wes Jordan, Chief of Police; Bruce McNabb, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director, Chris Engel, Assistant to the City Administrator, Marcia Grading, Code Enforcement Officer and Joyce Hagen Mundy, City Clerk.

Discussion regarding parks funding a special sales tax initiative

David Belz stated the Finance Committee was asked to look into possible ways of funding the implementation of the parks master plan and continue to provide necessary maintenance for park facilities. The following three options were discussed: 1) through the general fund, 2) through an increase in mil levy and 3) through an increase in sales tax dedicated for park improvements. It was the consensus of the Finance Committee that action would need to be taken to move forward. Based on the past budgets, funding through the general fund was not feasible as the limited resources available are budgeted for higher priority needs such as street infrastructure and public safety. The committee did not feel there was support to increase the mil levy. The committee felt the best option would be a dedicated sales tax increase of ½% if approved by the residents on a public vote.

Quinn Bennion stated the next step in the process would be to give staff and legal counsel direction to prepare ballot language and a resolution calling for a special sales tax election.

Ruth Hopkins asked why the Finance Committee felt the need to move forward. She noted from reading past minutes there was not a consensus among the City Council to increase sales tax for parks and expressed concern that it doing so such action would endanger the budget for the maintenance of streets. She asked why the committee felt this was a priority.

David Belz stated the implementation of the parks master plan is not a higher priority than maintaining streets which is the issue. With limited revenue available, funding is designated for street infrastructure and public safety first leaving minimal or no funding for park maintenance and improvements. He noted Public Works Director Bruce McNabb has stated he needs \$500,000 for major park maintenance such as replacement of sidewalks or tennis court resurfacing. He feels this is important to do for the future of Prairie Village.

Ruth Hopkins expressed concern with the impact of this on funding for city infrastructure. David Belz stated he felt that ultimately the City will have to raise the mil levy in order to maintain our streets. Mrs. Hopkins stated she felt it was deceptive asking residents to raise sales taxes for parks without informing them of the probably of an increased mil levy in the near future to maintain City infrastructure.

Michael Kelly stated it is the job of the Council to find funding. He noted the City found a million dollars for Franklin Park and then another \$500,000 for Weltner Park. He said to say that the City does not fund park maintenance is totally inaccurate. More than \$700,000 was spent this year on parks. The City has spent more on parks in the past two years than in the previous ten years combined as demonstrated by the information in the Council packet.

David Belz stated that looking forward it is unrealistic to think the City could spend a million dollars on parks for the next 14 years to complete the implementation of the parks master plan. If the City feels this is important, there has to be a dedicated revenue source, it cannot be done within the general operating budget. Michael Kelly responded that no funds were set aside for Franklin or Weltner Park and yet money was found. .

Diana Ewy Sharp stated that in June of 2009, the City Council voted to approve the parks master plan and funding. Mr. Kelly interjected that he did not approve funding. Mrs. Ewy Sharp referenced comments from earlier meetings where Mr. Kelly stated that a dedicated outside revenue source was necessary for parks funding. She stated the funding was available for Franklin and Weltner because it could be taken from the CIP as those funds would be replaced by bond funds. Mrs. Ewy Sharp noted on August 1st the majority of the Council felt the City needed to look for an outside funding source.

Michael Kelly stated he never said he supported a sales tax increase. David Morrison agreed with Mr. Kelly and added he felt a sales tax increase was unnecessary. He noted as recently as the last meeting funds were expended to support charities that should not have been spent. In his Ward funds were spent to construct a sidewalk that was neither wanted nor necessary. He stated the city is already funding park maintenance and has been increasing significantly the money spent on parks in recent years.

Laura Wassmer stated she felt the residents expect money to be budgeted for park maintenance. Parks were listed as the number 1 priority in "Village Vision". She asked why the Council was afraid of letting the Prairie Village voters decide if they want to spend more money in taxes for the maintenance of their parks and implementation of the parks master plan. Let the people decide.

Dale Warman stated the finance committee was advised by the Public Work Director of increasing operating costs for park maintenance and will not allow for the large scale maintenance items such as resurfacing of tennis courts or replacement of sidewalk. However, he remembers a conversation where it was strongly stated that implementation of the parks master plan has to be modified for the current economy. Funds need to first go towards park maintenance and then to implementation of the parks master plan. He feels if there is no other way to fund maintenance he would support a sales tax increase, but reminded people of the uncertainty of what will happen to sales tax at the state level and noted an increase may not be an option.

Ruth Hopkins stated she has a problem with the assumption that going forward the City needs to fund the implementation of the parks master plan. She would support increased funding for maintenance. She noted that it was proposed to use money remaining from the Franklin Park project, not for on-going maintenance, but to make the park even grander with more features. Mrs. Hopkins referenced comments made at previous meetings regarding the adoption of the

parcs master plan clearly reflecting that the approval of the plan was not a rubber stamp authorization to fund it in full. She feels the City's focus at this time should be on providing basic services to our residents.

Laura Wassmer stated that during budget discussions she was uncomfortable with the mil levy increase without the opportunity for resident input. She is not comfortable funding the parks master plan through Council action alone; rather, she wants to give the residents an opportunity to speak through their votes. She does not see a problem with educating/informing residents and then letting them decide whether to move forward or not.

Diana Ewy Sharp noted there were two residents present, one interested in the repair of the Windsor Trail and the other in the Harmon Park tennis courts, hoping that the City will maintain these facilities and park amenities.

Michael Kelly suggested if this is about letting residents have input then other issues could be taken forward such as term limits and it could be done in conjunction with the April election where not only would they be able to say what they want, but be able to elect the people who will follow that direction.

Andrew Wang stated that he needs to believe in something before taking it to the voters and he feels the City needs to work on this more before moving forward. He is not comfortable with designated funding and does not feel a ballot is the way to proceed at this time.

Dale Warman noted that just because he recommends it go on a ballot does not mean that he supports the increase. He does not.

David Belz stated he does support the proposed sales tax increase for park funding. Park maintenance is not a higher priority than city infrastructure and public safety and therefore, each year it becomes more difficult to fund. He believes parks are important to the City of Prairie Village, noting the impact the improvements at Weltner Park have made to that neighborhood. He believes the only way to ensure that park maintenance and future park enhancements will happen is through a dedicated sales tax increase.

David Belz made the following motion, which was seconded by Laura Wassmer:

**MOVE THE GOVERNING BODY DIRECT STAFF TO DRAFT
BALLOT LANGUAGE AND A RESOLUTION CALLING FOR A
SPECIAL SALES TAX ELECTION**

Steve Noll said replacing an old sidewalk with new is maintenance.

Andrew Wang asked if the funds would only go toward enhancements or for maintenance also. David Belz responded they would go toward on-going maintenance of high dollar costs and for enhancements.

Steve Noll stated he would like to direct staff to draft two ballot questions, one for maintenance/enhancements and one for enhancements. He feels that when the City builds something it takes on the responsibility to maintain that asset.

A vote was taken on the motion as stated with the following votes cast: "aye" Warman, Wassmer, Beckerman, Clark, Ewy Sharp and Belz; "nay" Hopkins, Noll, Kelly, Wang, Morrison and passed by a vote of 6 to 5.

Quinn Bennion noted that several of the discussion points were not resolved such as a special vs. general sales tax, sunset or no sunset, election ballot or mail-in ballot. He noted that staff can prepare different ballot language to cover the different options. Mr. Bennion asked when the Council wanted to consider the language. Charles Clark noted a need to get moving and staff stated they would have the information ready for the next meeting on December 5th. Dale Warman confirmed this action could be stopped. Charles Clark stated the final decision to place the question on a ballot will take place much later.

Dale Beckerman stated individual council members can speak on the question as individuals only. The City has no position and no city funds will be spent.



FINANCE COMMITTEE

Finance Committee Date: October 19, 2011

DISCUSSION: Discussion of possible special sales tax vote and schedule for parks and recreation funding

DISCUSSION

Does the City want to find a funding source for parks past 2011? If so, what funding source is most appropriate and for how much? Should only parks be funded? Should the funding source have a sunset? Does the funding source include needed park maintenance funding?

BACKGROUND

City Council approved the Parks Master Plan in early 2009. There are varying opinions if approval of the plan meant approval of funding the plan. Regardless, the plan includes improvements in excess of \$35M (2009 est.) but offers no definitive annual contribution amount to complete the plan in a 'reasonable' amount of time. The figure often discussed to keep the plan moving along and to avoid it becoming dated is \$1M per year. The \$1M could be either available cash flow as part of the CIP or a debt service payment. The Parks and Recreation Committee seeks Finance Committee recommendations for how the plan will be funded.

Sales Tax

The City currently receives 1% of the 8.525% sales tax rate which translates into approximately \$2,000,000 annually. The state receives 6.3%, Johnson County - 1.1% and Research Triangle - 0.125%. At the Village Shops and Corinth Center there are also 1% CIDs in effect that raise the total sales tax rate in those centers to 9.525%.

The City has the ability to approve additional sales tax for general or special purposes. Should Council choose to investigate this option further they will want to discuss the merits of a mail-in ballot vs. general election. In addition, Council may want to discuss other purposes of an additional sales tax such as streets.

Under state statute City resources and staff cannot lobby for a sales tax initiative. The City's role is only to provide factual information. Therefore, a successful campaign for the sales tax could require significant time for preparation. This could include the formation of a committee by interested citizens to champion the initiative and facilitate some form of public outreach.

Property Tax

A second option to secure the additional funding would be for Council to increase the property tax levy. The City's 2012 mill rate is 19.491 which is ~\$465 annually on the average home. This rate includes the 0.6 increase added for two additional officers. Currently one mill equates to \$280,000 annually. To generate \$1M by property tax alone, the mill rate would need to be increased by 3.6 mills. A 3.6 mill increase on the average home would be an additional \$86 annually.

Shift Existing Funding Priorities

Another option to fund the plan is to use existing resources. With this option, parks funding would compete with other city priorities or projects such as city services, CIP (streets / drainage), city personnel costs, etc. Funding would be allocated from existing revenue streams and reserve funds based upon Council priorities. All items "above the line" will receive funding while items "below the line" will not.

FINANCIAL IMPACT

A 0.5% increase in sales tax or a 3.60 mill increase would generate ~\$1,000,000 in revenue annually.

ATTACHMENTS

Johnson County parks specific sales tax rates, excerpt from Parks Master Plan, memo from City Attorney, sample ballot language, Johnson County Sales Tax Rates for selected cities.

PREPARED BY

Chris Engel

Assistant to the City Administrator

Date: 10/10/11

FINANCE COMMITTEE

November 2, 2011

The Finance Committee met on November 2, 2011. Present: Chairman David Belz, Charles Clark, Dale Beckeman, Dale Warman and Mayor Shaffer. Guests Present: Laura Wassmer and Diana Ewy Sharp. Staff Present: Quinn Bennion, Dennis Enslinger, Lisa Santa Maria, Chris Engel and Bruce McNabb.

The Committee met to discuss:

Parks Funding

Councilmember's Laura Wassmer and Diana Ewy Sharp attended the meeting to discuss funding for parks maintenance and parks capital projects in 2012 and future years. The Parks Master Plan was approved in 2009 and includes \$36 million in projects. The community center project is \$20 million of the \$36 million. But, without a new revenue source there are no funds available and the CIP is committed to other projects. Councilmember Diana Ewy Sharp would like to see a dedicated tax source for parks. The options for additional revenue are raising the sales tax for general or special purposes or an increase in the property tax levy. A campaign for the sales tax initiative would need to begin early in 2012 in order for it to be successful and to make it on the November 2012 ballot. Funds would not be available until spring 2013 if the sales tax initiative passed in November 2012. A ½ cent increase in sales tax would generate about \$1 million in revenue annually. The sales tax initiative could be with a sunset for special purposes or without for general purposes. There was discussion about the importance of having funds available for both park CIP maintenance in addition to park improvements. Councilman Charles Clark moved that the Finance Committee recommend a ½ cent sales tax for parks, and Councilman Dale Beckerman seconded the move. All committee members were in favor of a public vote. Councilmember's Diana Ewy Sharp and Laura Wassmer agreed to be ready to present to the Council at the November 21st meeting.

It was noted that the state sales tax increase (raised sales tax from 5.3% to 6.3%), was due to be scaled back after 3 years (June 2013) to 5.7% with 0.4% going to the state highway fund to pay for road projects.

Purchasing Policy & Contract Renewals

Quinn asked for guidance in regards to the selection of services that are being bid and the appropriate length of contract terms. Currently the only guidance for selection is that the service be "obtained at the lowest cost possible consistent with the quality required to maintain efficient operations of city departments." Typically vendors are approved by the City Council on the consent agenda.

Chris put together a Contract Analysis that lists all City service contracts and the "suggested class" they should fall in. He also indicated whether they "auto renewed", the term length and the date the contract expires.

Councilman Charles Clark suggested that staff bring all the contracts before Council prior to bid and inquire if there are any that should not be bid. He also recommended

COUNCIL COMMITTEE OF THE WHOLE
January 19, 2010

The Council Committee of the Whole met on Tuesday, January 19, 2010 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, Michael Kelly, Andrew Wang, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison, Diana Ewy Sharp and David Belz. Staff members present: Quinn Bennion, City Administrator; Wes Jordan, Chief of Police; Mike Helms, Field Superintendent for Public Works; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

COU2010-03 Discussion of possible special sales tax vote and schedule for parks and recreation funding

Chris Engel noted at the January 4th meeting of the Council Committee of the Whole initial discussion was held on possible funding sources for parks past 2011. One of the items discussed was the placement of an increased sales tax with the funds received being designated for parks. It is estimated that a one percent increase in sales tax would provide \$2,000,000 annually. During the discussion additional information was requested of staff, including a prioritization of parks projects with costs and a timetable for the process of placing before the public the issue of an increased sales tax.

A review of parks priority listing with costs was included in the packet along with information on sales tax rates of other Johnson County cities and how those increases are used within their cities with the accompanying ballot language and vote results.

The City Attorney provided a written timetable of the necessary steps for a city sales tax referendum. The first step would be the adoption of a Resolution calling for a special election to be held on a specific date. The Resolution includes the proposed ballot language and form of Notice of Election to be published in the official City newspaper. The Resolution must include the sales tax percentage, proposed start date, describe the purpose of the sales tax, whether "general" or "special" and any applicable sunset date. It was noted if a "special purpose" it must sunset after 10 years.

Cities may impose sales tax of up to 2% for general purposes and up to 1% for special purposes, with a 3% limit, in increments of 0.5%. The current city sales tax is 1% with a total sales tax collected in Prairie Village of 7.525%. A .05% increase would collect approximately \$1 million in new revenue annually.

Designating the purpose as "to acquire, construct, improve, maintain and operate City parks" would be a general purpose sales tax based on a recent attorney general opinion and would not require a 10 year sunset, although the city has the option of setting a sunset.

The second step to provide ballot language to the Johnson County Election Office for the ballot by September 1, 2010. The third step is the publication of a Notice of Election once each week for two consecutive weeks. The fourth step would be the election held in

conjunction with the November 2nd general election with a simple majority required for approval.

If approved the City would adopt an ordinance levying the approved sales tax and after publication, furnish a certified copy to the Department of Revenue at least 90 days prior to the effective date. The earliest effective date would be April 1, 2011.

City staff cannot advocate for the sales tax, only educate and inform. Any promotion of the issue would need to be conducted by a resident group.

Council President Michael Kelly reviewed the questions before the committee and the process he'd like to follow in their discussion.

Laura Wassmer stated she struggles as she looks at the Parks Master Plan, noting this has been a difficult year financially and economically. A sales tax increase would be an additional charge on basic daily expenses for people. This is not the right time to increase costs. Looking at the bigger picture, the Council needs to consider how it will fund its 2011 budget. She is nervous that a sales tax may be necessary to fund basic City services and maintain status. At the last meeting, the Council stated their support to provide the police department with the staff and equipment needed to perform their jobs. She feels the Council needs to look at all of its priorities and spending prior to making this decision.

Ruth Hopkins noted in the state of the state address the Governor proposed a 1% sales tax increase statewide and received extensive negative backlash. The state may very well place additional financial restraints on the City in order to address its budget. The timing is wrong for the City.

David Belz stated he supported the proposed tax until he heard the Governor's address and would like to see this action put off until it is known whether or not the State will be increasing sales tax statewide by 1%. If there is not a statewide sales tax increase, he would support going forward and placing this question before the residents. However, he would like to see 75th Street Improvements also funded with these funds and if it were included does not feel the tax should have a sunset.

Dale Warman expressed his support for parks; however, noted that when the survey rating the priority of park improvements, it was a totally different economic situation. It would be very difficult to support a tax increase at this time.

Charles Clark explained the additional \$1 million would be added to the funding available for the capital improvement program as the funds now designated for parks would be able to be used elsewhere.

Al Herrera noted the economy was bad when the parks master plan was approved. He noted the extensive amount of time and work that has gone into the plan and feels the residents should be allowed to vote on the question of an increased sales tax.

David Morrison stated in his election campaign he promised his constituents that he would oppose any and all tax increases and this is a tax increase. He feels the City needs to reprioritize how it is spending available funds.

Michael Kelly stated is not opposed to a sales tax. He asked what it will cost to just maintain the city's streets. Will this create a parks rich, city poor scenario?

Charles Clark restated the money received from the sales tax for the parks would free up additional money for other CIP projects, just as the bond money freed up funds to do the park improvements.

Laura Wassmer expressed concern that the residents would understand the full implications of the approval of the proposed sales tax on the city's general budget and services. The Council is in the position to understand the budgetary implications. Mr. Belz disagreed stating he felt the resident would understand. Ruth Hopkins stated that placing the question on the ballot would imply to the residents that it had the support of the City Council and it does not.

Diana Ewy Sharp stated hours of research and public input was put into the creation of the parks master plan by residents and as well as committee members. The plan was unanimously approved by both the Governing Body and the Planning Commission adopting it as part of Village Vision. We have begun the first three projects and now you are pulling funding. Without the sales tax it will take 30 years to implement the plan. The City has also approved applying for a trails grant of \$300,000 that requires matching funding. How will that be funded?

Laura Wassmer stated during discussion of the parks master plan it was specifically stated that the Council was not approving funding. It was only approving the plan as it did the Village Vision Plan. Plan approval does not equate to funding approval. The approval was for the plan which is a vision for the future development of parks.

Al Herrera he was under the assumption when it was approved the City would find the way to fund it and move forward. He would not have spent the time for a document to be put on the shelf.

Andrew Wang stated he agreed with Ms Wassmer. He noted the planning process is critical to go through and was very pleased with the results of the master parks plan process that resulted in an excellent document on which to base future improvements. He was pleased to approve it, but he would not have given his approval if it meant a 1% sales tax increase. It is essential that the City have a plan for direction but its adoption is not the same as writing a blank check for its total implementation.

Dale Beckerman asked what a 0.5% sales tax would cost the average Prairie Village resident. Karen Kindle responded it would depend on what they were spending and would be difficult to compute. Mr. Beckerman stated he is generally supportive of this, but agrees the adoption of a plan does not its funding. However, he feels it is important to keep the momentum moving and let it go before the public in 2012 or 2013.

Michael Kelly asked what would be the impact of a citywide sales tax. Quinn Bennion stated the impact is difficult to determine. He stated it would be helpful to have a clear outlook on the 2011 budget, stating that balancing the budget will be a struggle reviewing

some of the issues that will need to be addressed. The 2011 budget outlook is as bleak as the 2010 budget.

Chief Jordan expressed concern with the impact of the 2011 budget on staffing levels and staff morale. He stated staff understands up to a point, but after a while begin to compare the items on which money is being spent by the Council to the services they provide. Chief noted he is currently operating four officers short and does not have the funds to pay overtime for replacement officers under the current salary cap.

Diana Ewy Sharp read the following from the Council minutes of June 1, 2009: "Adopt Resolution 2009-04 adopting the "Prairie Village Parks Master Plan - 2009" to guide the development and funding of future parks and recreation enhancements."

Mayor Shaffer advised the Council they need to be aware of other obligations on the horizon such as the potential request for an increase in sales tax under the "Community Improvement District" regulations for the city's shopping areas.

Dale Warman stated he does not feel the Council is turning its back on the Plan, it is a matter of prioritization. He does not feel it is necessary to go forward with additional funding at this time. David Belz stated he now understood Mr. Clark's earlier comments on the receipt of sales tax revenue freeing up other funds for the CIP.

Quinn Bennion stated he is hearing from the discussion that a sales tax is possible, but not at this time. More information is needed about the 2011 budget.

Charles Clark stated he did not feel the question should move forward without substantial support of the Council and he does not see that support.

Mayor Shaffer stated he felt the Council needed to be aware of the 2011 budget status before taking action. Quinn Bennion responded that is possible, but only following the normal budget timetable, making that information unavailable until late spring.

Dale Beckerman noted that timetable would make inclusion on the November ballot impractical. Mr. Bennion noted the Council would have time to prepare the ballot language for the Election Office by September 1st, but noted there would not be a lot of time for the citizens to organize or a committee.

LATHROP & GAGE_{LLP}

MEMO

To: Governing Body
City of Prairie Village, Kansas

From: Katie Logan

Date: January 11, 2010

Subject: Sales Tax Referendum

Steps for City Sales Tax Referendum:

General statutes are 12-187 *et seq.* and 10-120

Step 1. City adopts a Resolution calling for a special election on a certain date. If use next general election, date is November 2, 2010. The Resolution includes the proposed ballot language and form of Notice of Election to be published in official City newspaper (see below).

Resolution must include the sales tax % , proposed start date, describe purpose of sales tax, whether "general" or "special", and any applicable sunset date. If "special purpose", must sunset after 10 years.

Cities may impose sales tax of up to 2% for general purposes and up to 1% for special purposes, with a 3% limit, in increments of .05%.

City sales tax is currently 1%. Total sales tax in the City is currently 7.525%.

It appears that designating the purpose as, for example, "to acquire, construct, improve, maintain and operate City parks" would be a general purpose per a 2008 AG Opinion 2008-25, and would not require a 10 year sunset.

In any event, City may elect to impose a sunset for a general purpose sales tax.

Per Gary Anderson, Gilmore & Bell:

If City wants to include authority to issue general obligation bonds or special obligation sales tax revenue bonds, City must include this authority in the Resolution and Ballot Question or use a notice and protest process available under bonding statutes.

If GO authority included (with the sales tax as a source of payment), then do not need the Charter Ordinance which is under court challenge for authority to fund park improvements with GO Bonds.

If Sales Tax Revenue Bond authority included, may issue bonds secured solely by the projected sales tax revenues under the election proposition. These bonds are less "secure" than GO bonds and accordingly have a higher "cost" and interest rate and generally require debt service coverage.

City may be able to just authorize "bonds" in the sales tax ballot language and then decide later whether they are GO or Sales Tax Revenue Bonds. This requires further review by bond counsel.

Step 2. Ballot language provided to the Johnson County Election Office to be include on ballot by September 1, 2010.

Sample ballot language:

Shall the following be adopted?

Shall the City of Prairie Village, Kansas, be authorized to impose a new _____ percent (. ___%) city-wide retailers' sales tax and to use the revenue from such tax to pay the costs to acquire, construct, improve, maintain and operate City parks ("Park Projects"), and be authorized to pledge such sales tax for the payment of the principal and interest on bonds issued to pay the cost of such Park Projects, with collection of such sales tax to commence on April 1, 2011 [optional: and with such retailers' sales tax to expire ____ () years from the date it is first collected (expiration date of March 31, 20__),] all pursuant to K.S.A. 12-187 et seq. and other applicable state statutory provisions?

Step 3. Notice of Election published once each week for two consecutive weeks.

First publication must occur on a date which is between 9/13 and 10/12

Second publication is 1 week after first publication.

Step 4. Election. Majority approval required.

Step 5. City adopts Ordinance levying the approved sales tax. After publication, City Clerk furnishes certified copy to Department of Revenue at least 90 days prior to effective date.

Step 6. Sales Tax Effective -- If November election, earliest effective date is 4/1/2011.

A partially completed timeline is attached.

Miscellaneous:

City cannot advocate for the sales tax, only educate and inform:

ATTORNEY GENERAL OPINION No. 93-125

“the public purpose doctrine does not encompass the use of public funds to promote or advocate a governing body’s position on a matter which is before the electorate. However, public funds may be expended to educate and inform regarding issues to be voted on by the electorate.”

Sample Sales Tax Election Calendar

DATE	ACTION
[TBD]	Governing Body Adopts Resolution Calling for Special Ballot Question
September 1, 2010	Latest Date for Ballot Language to be Submitted to Johnson County Election Office
September 13, 2010	First Publication Notice of Election in Daily Record
September 20, 2010	Second Publication Notice of Election in Daily Record
November 2, 2010	General Election – sales tax question on ballot
November 15, 2010	If approved in general election, Sales Tax Ordinance adopted by Governing Body
November 19, 2010	Sales Tax Ordinance published
Before December 31, 2010	Certified Copy of Sales Tax Ordinance to Dept of Revenue
April 1, 2011	Sales Tax becomes effective

**JOHNSON COUNTY
PARKS-RELATED
SALES TAX RATES**

CITY	SALES TAX AMOUNT	SUNSET	LAST APPROVED	APPROVAL PERCENTAGE	TOTAL VOTER TURN OUT	TOTAL ACTIVE VOTERS IN CITY	PARKS RELATED PURPOSE
Gardner	1/2 - cent	10 yrs	2005	71%	3,184	9,494	pool renovations, 1 new park, general P&R
Lenexa	3/8 - cent	20 yrs	2008	58%	9,943	29,913	60% parks / 40% pavement
Mission	1/4 - cent	10 yrs	2002	57%	1,184	5,690	Syl Powell only
Olathe	1/8 - cent	10 yrs	2004	70%	48,368	69,599	general parks and recreation
Roeland Park	1/4 - cent	10 yrs	2010	56%	2,330	4,577	city facilities w/ "recreation facilities" included
Shawnee	1/8 - cent	10 yrs	2004	68%	27,491	37,361	50% parks / 50% stormwater
Spring Hill	1/2 - cent	none	2008	57%	2,252	1670*	general parks and recreation

* Spring Hill is located in both Miami and Johnson County. This number is for only Johnson County.

Sample Ballot Language

Gardner – June 7, 2005

Shall a retailers' sales tax in the amount of one-half of one percent (.5%) be levied in the city of Gardner, KS (the "City"), for the purpose of:

- renovations and expansion of the Gardner swimming pool to include, but not limited to, the development of zero depth entry, water slides, lazy river, in water play features, spray grounds, tot pool, concession stand, group party structure, and shade structures;
- development of a new community park to include, but not limited to, baseball and softball fields, soccer and football fields, playground equipment, concession facilities, parking, passive open space; and
- all things related and necessary to such projects;

provided that, such retailers' sales tax shall be levied for a period not to exceed ten years from the date of its inception, all pursuant to K.S.A. 12-187 et seq.

Yes 2260 70.98%

No 924 29.02%

Merriam – August 16, 2005

Shall a retailers' sales tax in the amount of one-fourth of one percent (.25%) be levied in the city of Merriam, Kansas (the "City"), for the purpose of paying the cost of improving certain residential streets, which improvements may include grading, curbs, gutters, pavement and other surfacing, driveway entrances and structures, drainage works incidental thereto, service connections from utility mains, conduits or pipes necessarily lying within curb lines, streetlights, street lighting systems, storm water drains, retaining walls and area walls on public ways or land abutting thereon, sidewalks, street trees and landscaping, and related improvements ("Improvements") and paying the principal of and interest on revenue bonds issued to pay the cost of such Improvements and all things necessary and related to such Improvements, provided that such retailers' sales tax shall expire five (5) years from the effective date of January 1, 2006, all pursuant to City Charter Ordinance No. 17, K.S.A. 12-195 and other applicable state statutory provisions?

Yes 531 69.14%

No 237 30.86%

Olathe – December 7, 1999 (mail-in ballot)

Shall the City of Olathe, Kansas, be authorized to levy a one-eighth of one percent (.125%) City Retailers' Sales Tax, in addition to the one percent (1.0%) currently levied within the City of Olathe, Kansas, and to use the revenue from the additional tax to fund the acquisition and improvement of public parks and recreation areas, such additional tax to take effect on April 1, 2000, and to end on March 31, 2005?

Yes 14266 67.78%

No 6782 32.22%

C. Engel

1/11/10

Sample Ballot Language

Fairway – November 3, 2009

Shall the City of Fairway, Kansas be authorized to impose an additional one-half percent (0.5%) city-wide retailers' general purpose sales tax, the collection of which to commence on April 1, 2010 or as soon thereafter as permitted by law and shall terminate twenty years after its commencement, the proceeds of which shall be used to fund a capital improvements plan **and** to pay debt service on bonds issued by the City; all pursuant to the provisions of K.S.A. 12-187 *et seq.*, as amended?

Yes 794 63.67%
No 453 36.33%

Overland Park – January 29, 2008

Shall the City of Overland Park, Kansas, be authorized to levy a one-eighth of one percent (0.125%) Special Purpose City Retailers' Sales Tax within the City of Overland Park, Kansas, and to use the revenue from the new tax to fund a residential street improvement program consisting of neighborhood residential street reconstruction, curb replacement, new sidewalks and street light upgrades, **and** to continue to fund a thoroughfare street improvement program, with each program to receive as nearly as possible one-half of the new tax revenue, such new tax to take effect on April 1, 2009, the day following expiration of the existing one-eighth of one percent (0.125%) City Retailers' Sales Tax; such new tax to end March 31, 2014; and such new tax to be in addition to the ongoing one percent (1.0%) City Retailers' Sales Tax currently levied?

Yes 28879 74.93%
No 9660 25.07%

Lenexa – May 27, 2008

Shall a retailers' sales tax (also known as "Investing in Our Future") in the amount of three-eighths of one percent (.375%) be levied in the City of Lenexa, Kansas (the "City"), for the purpose of:

- (a) improving, rebuilding and maintaining roads, including but not limited to, sidewalks, storm water facilities and street lighting associated therewith;
- (b) development and maintenance of City parks;
- (c) design, construction and operation of cultural and recreational facilities and amenities for the community;
- (d) all things related and necessary to such projects, including but not limited to acquisition of land; construction of public buildings and facilities associated therewith and payment of the principal and interest on bonds or other obligations issued to finance such projects; Provided that such retailers' sales tax shall expire 20 years from the date of imposition, all pursuant to K.S.A. 12-187 *et seq.*, as amended, and K.S.A. 12-195.

Yes 5782 58.15%
No 4161 41.85%

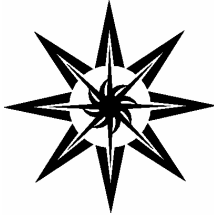
Leawood – November 7, 2006

Shall the City of Leawood, Kansas, be authorized to levy a four-tenths of one percent (.4%) City Retailers' Sales Tax, in addition to the one and one-eighth percent (1.125%) tax currently levied, within the City of Leawood, Kansas, and to use the revenue from the additional tax for the purpose of constructing public safety improvements, including a Justice Center and necessary and related improvements, including infrastructure and other necessary and related costs, such additional tax to take effect on April 1, 2007 and end March 31, 2012, or at the end of such calendar quarter prior thereto as the City shall have collected tax revenues from such additional tax in the amount of \$10,000,000.00 [Ten Million Dollars]?

Yes 8702 59.98%
No 5807 40.02%

**Sales Tax Rates
Johnson County Cities (as of 4/1/2011)**

Entity	Total Tax Rate	TDD/CID Location
Lake Quivira (JoCo)	7.525%	
Mission Woods	7.525%	
Edgerton	8.525%	
Mission Hills	8.525%	
Prairie Village	8.525%	
Westwood	8.525%	
Westwood Hills	8.525%	
Leawood	8.650%	
Olathe	8.650%	
Overland Park	8.650%	
Merriam	8.775%	
Mission	8.775%	
Roeland Park	8.775%	
Shawnee	8.775%	
Lenexa	8.900%	
Fairway	9.025%	
Gardner	9.025%	
Springhill (JoCo)	9.025%	
Overland Park Oak Park TDD*	9.150%	Oak Park Mall
Bonner Springs (JoCo)	9.275%	
DeSoto (JoCo)	9.275%	
Roeland Park Shopping Center #2 TDD*	9.275%	Lowe's
Prairie Village "The Village" CID	9.525%	Prairie Village Shops
Prairie Village Corinth Square CID	9.525%	Corinth Square Shopping Center
Leawood Park Place TDD	9.650%	Nall: 117th - Town Center Drive
Leawood Shops of 119th St TDD	9.650%	Southeast Corner of 119th & Roe
Olathe Entertainment District Ph. 3*	9.650%	West & South of 119th & Renner
Olathe Gateway TDD No. 1a*	9.650%	119th St., Kansas City Road & Renner
Olathe Gateway TDD No. 1b*	9.650%	119th St., Kansas City Road & Renner
Olathe Pointe TDD*	9.650%	119th & Black Bob
Olathe Ridgeview Falls TDD*	9.650%	Ridgeview & 119th
Overland Park Deer Creek TDD*	9.650%	NW corner 135th & Metcalf
Roeland Park Shopping Center #1 TDD*	9.775%	Portion of shopping center not incl Lowe's
Lenexa Orchard Corners CID	9.900%	9510 through 9676 Quivira Road (even only)
Olathe Great Mall of the Great Plains CID	10.150%	Great Mall of the Great Plains
Highest Rate:		
Olathe Great Mall of the Great Plains CID	10.150%	
Highest Increment:	1.500%	
State of Kansas portion of all rates:	6.300%	
Johnson County portion of all rates:	1.225%	
Total non-city portion of all rates:	7.525%	
Source: KS Dept of Revenue Website (Publication KS-1700, 04/2011)		
Prepared by: Karen Kindle, Finance Director		
Date: April 14, 2011		



ADMINISTRATION

Council Committee Date: June 4, 2012
City Council Meeting Date: June 18, 2012

COU2012-29: Consider Revisions to 2012 Prairie Village Fee Schedule -

**State of Kansas Judicial Branch Education Fund Fee \$0.50
Court Costs and Law Enforcement Training Center Fund \$20.00**

RECOMMENDATION

Staff recommends the City Council approve revisions to the 2012 Prairie Village Fee Schedule to include the following Municipal Court fees:

State of Kansas Judicial Branch Education Fund Fee \$0.50
Court Costs and Law Enforcement Training Center Fund \$20.00

SUGGESTED MOTION

I move that the City Council add the following fees to 2012 Prairie Village Fee Schedule:

State of Kansas Judicial Branch Education Fund Fee \$0.50
Court Costs and Law Enforcement Training Center Fund \$20.00

BACKGROUND

In 2010, the Municipal Court decided to incorporate the State of Kansas Judicial Branch Education Fund Fee of \$0.50 and the Court Costs and Law Enforcement Training Center Fund of \$20.00 into its existing fine structure to simplify the collection of payments.

The Municipal Court is currently updating its software applications and because of the auditing procedures related to these two funds, it has been determined the fees will need to be applied individually to each case filed and tracked separately from the actual fine amount. In order to collect these fees as individual fees, the 2012 Prairie Village Fee Schedule needs to be revised to list these fees.

These are not new fees but, existing fees which the City is required to collect under state statute provisions. The fees are used for the following purposes:

Judicial Branch Education Fund:

K.S.A. 12-4116 requires municipal courts to collect \$0.50 on each court case filed (except parking violations) where there is a finding of guilty or a plea of guilty, a plea of no contest, forfeiture on bond, or a diversion. For the purpose of determining the amount to be assessed, if more than one complaint is filed against one individual arising out of the same incident, all such complaints shall be considered as one case.

The money from this assessment is deposited in the Judicial Branch Education Fund. The fund is used to provide training for judicial and non-judicial personnel.

Court Costs and Law Enforcement Training Center Fund:

In each case filed in municipal court charging a public offense or an offense defined to be a moving violation by rules and regulations adopted pursuant to K.S.A. 8-249, where there is a finding of guilty, plea of guilty, plea of no contest, forfeiture of bond, or a diversion, a sum in an amount of \$20.00 is to be collected on all cases filed in municipal court, except non-moving traffic violations. The \$20.00 assessment shall be credited as follows:

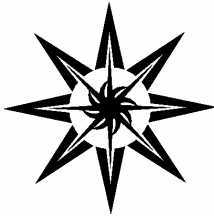
- \$1 to the Local Law Enforcement Training Reimbursement Fund
- \$11.50 to the Law Enforcement Training Center Fund
- \$2 to the Juvenile Detention Facilities Fund
- \$0.50 to the Protection from Abuse Fund
- \$0.50 to the Crime Victims Assistance Fund
- \$1 to the Trauma Fund
- \$2.50 to the Kansas Commission on Peace Officers Standard Training Fund
- \$1 to the Department of Corrections Forensics Psychologist Fund

FUNDING SOURCE

N/A

PREPARED BY

Dennis J. Enslinger
Assistant City Administrator
Date: June 1, 2012



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: June 4, 2012

Council Meeting Date: June 18, 2012

COU2012-30: CONSIDER BIDS FOR PROJECT190918, PUBLIC SAFETY ROOF REPLACEMENT

RECOMMENDATION

Approve the low bid submitted by Bordner Roofing Company for Project 190918, Public Safety Roof Replacement for \$53,327.00.

BACKGROUND

On May 18, 2012, the City Clerk opened bids for Project 190918, Public Safety Roof Replacement. Four bids were received:

Bordner Roofing Co.	\$53,327.00
Buck Roofing	\$69,000.00
Bob Frazier Roofing	\$88,588.00
Guanantee Roofing	\$92,720.00
Engineer's Estimate	\$68,642.00

All bids have been reviewed.

Bordner Roofing Company is the same contractor that replaced the City Hall roof so we are very familiar with the company and know they will perform the work well.

FUNDING SOURCE

Funding is available under the Capital Infrastructure Program under Project Number 190918- Public Safety Roof Replacement.

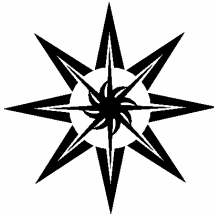
ATTACHMENTS

None

PREPARED BY

Keith Bredehoeft, Project Manager

May 29, 2012



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: June 4, 2012
Council Meeting Date: June 4, 2012

***COU2012-31: CONSIDER THE APPROVAL OF STREET REPAIRS RELATED TO THE 2009 STREET PAVING PROGRAM**

RECOMMENDATION

Staff recommends the City Council approve \$43,011.41 for street repairs related to the 2009 Street Paving Program.

BACKGROUND

During the two year warranty work for the 2009 Street Paving Program it was discovered that 2 inch asphalt surface repairs that O'Donnell and Son's was completing required 6 inch full depth asphalt repairs. We directed O'Donnell and Son's to make the full depth repairs that were necessary. Generally, O'Donnell and Son's will pay for the 2 inch surface repairs while the City will pay for the additional 4 inch base repairs. Based on the repairs that were needed these streets apparently needed additional full depth repairs when the street work was completed in 2009. O'Donnell and Son's assisted the City by performing this additional work and completed the work quickly. These repairs were completed on 73rd Street from Nall Ave. to Tomahawk Drive, on Fontana Street from 79th Street to 82nd Street, and on Falmouth Drive from Windsor Street to 74th Street.

FUNDING SOURCE

Funding is available in the current Street Program Budget.

ATTACHMENTS

O'Donnell Invoice

PREPARED BY

Keith Bredehoeft, Project Manager

May 29, 2012



•INVOICE•
12018-1

P.O. Box 23023
Overland Park, KS 66283-0023
(913) 681-2155 Office
(913) 681-3292 Fax

TO:
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66044
Attn: Keith Bredenhoeft

DATE: 04/16/12
JOB #: 12018
JOB NAME: PV 2012 Maintenance
ESTIMATE: 1-Final (Revised)

ITEM #	ITEM DESCRIPTION	CONTRACT QUANTITY	UNITS COMPLETE	UNIT PRICE	AMOUNT
1	6" Milling		1,831.00 SY	\$ 4.40	\$ 8,056.40
2	2" Milling		209.00 SY	\$ 1.85	\$ 386.65
3	Asphalt Pavement		722.81 Tons	\$ 62.30	\$ 45,031.06
Subtotal =					\$ 53,474.11
<u>O'Donnell & Sons Maintenance Portion</u>					
4	2" Milling		-1,244 SY	\$ 1.85	\$ (2,301.40)
5	Asphalt Pavement		-131 Tons	\$ 62.30	\$ (8,161.30)
Subtotal =					\$ (10,462.70)

THANK YOU FOR YOUR BUSINESS!

Work Completed to Date \$ 43,011.41

Payment Due Upon Receipt

TOTAL THIS INVOICE \$ 43,011.41

CITY OF PRAIRIE VILLAGE
PROPOSED 2013
OPERATING BUDGET

JUNE 4, 2012

Agenda

2

- Overview
- Department Budget Presentations
 - ▣ Public Safety
 - ▣ Public Works
 - ▣ Admin/Court & Community Programs
- Budget Summary

2013 Budget Objectives

3

- ❑ Maintain high quality services and programs
- ❑ Maintain quality streets, parks and infrastructure
- ❑ Continue strong financial condition
- ❑ Maintain AAA bond rating

2013 Budget Objectives

4

- Two services enhanced:
 - ▣ Tree Trimming
 - ▣ Crossing Guard Service

- Emphasis on reserves and Equipment Reserve Fund

- Increase actual budget ratio by reducing budget (96% estimated) and more reliance on contingency

Good News....

- The 2013 Administrator Budget as presented is balanced.
 - ▣ Same mill levy rate – 19.491
 - ▣ Maintains same offering of services except two enhanced services from previous slide
 - ▣ Same personnel – FTE count to remain at current level
 - ▣ Overall 2013 operating budget less than 2012 operating budget
 - ▣ Stormwater Utility Fee and Solid Waste Fee remain at current rate

City Expenditure Categories

6

- Personnel Services – wages and benefits
- Contract Services – contracts for auxiliary services
- Commodities – used to purchase goods
- Capital Outlay – used to acquire assets or improve the useful life of existing assets

2013 BUDGET

DEPARTMENT BUDGETS

POLICE

8

2013 Budget Presentation

2013 BUDGET

PROGRAM		2013 Budget	2012 Budget	Mission Hills Percentage
Administration	21	384,409.37	384,868.24	13.67
Staff Services	22	765,556.08	775,309.80	14.55
Community Service Officers	23	209,431.18	197,886.44	per call
Crime Prevention	24	84,730.19	83,189.34	11.06
Patrol	25	3,024,039.55	2,997,216.78	27.33 / 13.66
Investigations	26	614,390.46	634,172.05	11.06
Special Investigations Unit	27	169,669.17	187,918.68	0.00
D.A.R.E.	28	75,856.86	75,211.91	10.00
Professional Standards	29	162,612.23	167,451.60	13.67
Off-Duty Contractual	30	66,717.45	66,030.60	0.00
Traffic Unit	31	363,180.08	367,754.28	0.00
TOTAL		5,920,592.62	5,937,009.72	
DIFFERENCE		-16,417.10		

BUDGET MINUS PERSONNEL COSTS

10

PROGRAM		2013 Budget	2012 Budget
Administration	21	47,265.00	48,775.00
Staff Services	22	139,735.00	151,935.00
Community Service Officers	23	54,558.75	40,020.00
Crime Prevention	24	6,267.50	5,505.00
Patrol	25	443,216.25	470,510.00
Investigations	26	48,805.00	69,955.00
Special Investigations Unit	27	13,150.00	12,750.00
D.A.R.E.	28	5,972.50	5,870.00
Professional Standards	29	58,220.00	57,650.00
Off-Duty Contractual	30	66,717.45	66,030.60
Traffic Unit	31	34,050.00	33,350.00
TOTAL		917,957.45	962,350.60
DIFFERENCE		-44,393.15	

□ Administration

11

- Chief of Police and Executive Assistant
- Maintenance/Utility Costs for Weather Sirens
- Cleaning
- Psychologicals
- Physicals
- Polygraphs
- Applicant Testing
- TIPS Hotline
- Medical Costs and Vaccinations
- Water Service

- Promotional Exams

12

Composites

- Recruiting
- Police Pension Administration
- Training and Annual Conference
- Dues and Subscriptions
- Professional Associations
- Legal Publications
- Office Supplies
- Clothing
- Employee Recognition

- Retirements

13

Goodwill Items

- Office Equipment



- \$300 – reduction in Composites
- \$500 – reduction in Recruiting
- \$760 – reduction in Professional Associations

Investigations

14

- 1 Captain, 1 Sergeant, 2 Detectives,
2 School Resource Officers, 1 Property
Custodian
- Overtime
- Printing
- Office Supplies
- Major Case Fund
- Clothing
- Leads-on-Line
- Accurint

- Cleaning

15

Dues and Subscriptions

- Vehicle Maintenance

- CIRT Gear

- Fuel

- Equipment Operating Supplies

 - Camera Equipment

 - Batteries

 - Background Expenses

 - Crime Scene and Evidence Materials

□ Office Equipment

16

- \$21,500 – reduction in Police Vehicles
- \$425 – reduction in Identi-Kit
- \$150 – reduction in KASRO dues
- \$1,000 – reduction in Office Equipment
- \$225 – increase in Dues and Subscriptions
- \$1,500 – increase in Fuel
- \$250 – increase in Vehicle Operating Supplies

□ **Special Investigations (SIU)**

17

□ 1 Corporal and 1 Officer

- Overtime
- Cleaning
- Dues and Subscriptions
- Vehicle Maintenance
- Machinery Maintenance
- Office Supplies
- Clothing
- Fuel

- Equipment Operating Supplies

18

- Batteries
- Drug Testing Kits
- Camera Equipment
- Miscellaneous Field Equipment



- \$150 – increase in Fuel
- \$250 – increase in Vehicle Operating Supplies

□ **D.A.R.E.**

19

- 1 Officer
- Overtime
- Cleaning
- Clothing
- Vehicle Maintenance
- Office Supplies
- Fuel

- Equipment Operating Supplies

- Graduation Certificates

- D.A.R.E. T-Shirts

- Miscellaneous Supplies for VillageFest



- \$100 – increase in Vehicle Operating Supplies

Crime Prevention

21

- T Officer
- Overtime
- Printing
- Cleaning
- Dues and Subscriptions
- Vehicle Maintenance
- Clothing
- Fuel
- Office Supplies

□ Equipment Operating Supplies

■ Display Materials

■ Stickers

■ Badges

■ Pens, etc.



□ \$100 – increase in Printing

□ \$63 – increase in Fuel

□ \$100 – increase in Vehicle Operating Supplies

□ \$500 – increase in Miscellaneous Equipment

□ Professional Standards

23

□ 1 Sergeant

- Overtime
- Cleaning
- Clothing
- Training and Conferences
- Range Time and Supplies
- CIRT Training
- Tuition Reimbursement
- Dues and Subscriptions
- Equipment Maintenance

- ▣ Office Supplies

24

- ▣ \$100 – reduction in Equipment Maintenance and Repair
- ▣ \$695 – increase in In the Line of Duty subscription

□ Staff Services

- Staff Services Supervisor, 6 Dispatchers, 2 Records Clerks and 1 Technical Operations Officer
- Board of Police Commissioners – ALERT Computer Access/Maintenance
- Intergraph System – CAD/MOBILE/Records Management
- 700 MHZ County-Wide Radio System
- Code Red Emergency Notification System
- COPLINK – shared investigative resource

- ❑ Fishnet Security RSA Tokens – allows access to criminal databases
- ❑ Communications – CJIS, Long Distance and Other Associated Costs
- ❑ Printing Supplies
- ❑ Copier Supplies/Maintenance – includes annual maintenance contract
- ❑ Toner
- ❑ Microfilm Project – annual project to microfilm older reports
- ❑ Clothing/Dry Cleaning
- ❑ Dues and Subscriptions

- ▣ APCO Memberships
- ▣ Department Cell Phones
- ▣ Machinery Maintenance/Equipment Maintenance and Repair
- ▣ Office Supplies Including E-Ticketing Paper
- ▣ NICE (brand name) Voice Logging Equipment and Maintenance
- ▣ Computer Supplies
- ▣ Postage
- ▣ Postage Meter Lease

- Commodities

- Office and/or Other Miscellaneous Equipment



- \$2,000 – reduction in AIMS mapping
- \$1,000 – reduction in Intergraph Contract with the City of Overland Park
- \$1,000 – increase in Intergraph Maintenance (portion paid to Intergraph Corporation)
- \$100 – increase in Office Supplies

- \$10,850 – reduction in Motorola/MA-Comm hardware maintenance
- \$500 – increase in Computer Equipment for mice and keyboard replacement

□ **Community Services**

30

■ 2 Community Service Officers

- Crossing Guard Services contract -- 7 locations
- Animal Medical Center Costs
- Cleaning
- Vehicle Maintenance and Repair
- Clothing – to include crossing guards
- Fuel
- Equipment Operating Supplies
- Office Equipment



- ▣ \$1,000 – increase in Animal Medical Center costs
- ▣ \$15,000 - increase in Crossing Guard Contract
- ▣ \$5,200 – reduction for eliminated crossing at 83rd and Juniper
- ▣ \$700 – reduction in Cleaning
- ▣ \$500 – reduction in Rodent Control
- ▣ \$120 – reduction in Dues and Subscriptions
- ▣ \$66 – reduction in Fuel

□ Patrol

32

- 1 Captain, 4 Sergeants and 3 Corporals
- 19 Patrol Officers (8.2 FTEs for Mission Hills) and 2 Directed Patrol Unit (DPU) Officers
- Overtime
- Patrol Reference Materials
- Cleaning
- Vehicle Maintenance and Repair
- Assembly and Graphics for New Patrol Cars
- Repair Costs to Field Equipment
- Repair Costs to In-Car Video

- Maintenance for School Crossing Beacons

- Clothing – which includes new officer issues

- Wireless Air Cards
- Miscellaneous Vehicle Equipment Replacement
- Fuel
- Equipment Operating Supplies
 - Property Room
 - Batteries
 - Drug Test Kits
 - First Aid and Fire Extinguisher costs
- Office Equipment
- Moving Radar Replacement

- AED Replacement

34

Equipment for New Patrol Cars

- New Patrol Cars



- \$6,500 – reduction in Overtime
- \$1,000 – reduction in Cleaning
- \$3,800 – reduction in Vehicle Assembly and Graphics
- \$500 – increase in Machinery Maintenance and Repairs
- \$6,500 – increase in Fuel

- ▣ \$100 – reduction in Film Processing and Camera Equipment
- ▣ \$2,000 – reduction in School Crossing Beacon Repairs
- ▣ \$9,000 – increase in Field Equipment
- ▣ \$5,000 – reduction in Miscellaneous Equipment for New Patrol Cars
- ▣ \$21,500 – reduction in New Patrol Car costs

□ Off-Duty Contractual

36

□ 1,250 – Off-Duty Contractual Hours Worked

□ \$44.69 – average hourly cost

□ Traffic

37

□ 1 Sergeant and 4 Officers

- Overtime
- Cleaning
- Vehicle Maintenance and Repair
- Clothing
- Miscellaneous vehicle equipment replacement
- Fuel

- Equipment Operating Supplies
- Car Seat Installation Supplies
- Accident Investigation Supplies



- \$600 – increase in Fuel
- \$100 – increase in Motorcycle Fuel

2013 BUDGET

Public Works Operating Budgets

Agenda

40

- General Overview
- Financial Overview
- Nine Programs:
 - ▣ Management, Engineering & Administration
 - ▣ Drainage Operations & Maintenance
 - ▣ Vehicle Maintenance
 - ▣ Streets Operating & Maintenance

- **Public Works Programs (continued):**
 - **Parks & Grounds Maintenance**
 - **Pools Operations & Maintenance**
 - **Tennis Operations & Maintenance**
 - **Buildings Operations & Maintenance**
 - **Police Building Operations & Maintenance**

General Overview

42

- **Continue Current Services: Small Decreases in Production due to Significantly Increased Safety Training Program**
- **Priorities: Customer Service, Maintain Services, Minimize Costs**
- **Less Budget Flexibility: Anticipate more Requests for Contingency Funding**

Financial Overview (Operating)



	2012	2013	Change(\$)	Change(%)
All Operating Programs	\$ 5,590,214	\$ 5,644,003	+\$ 57,789	+ < 1%

Management, Engineering & Administration

44

- Engineering
 - ▣ Manage CIP, various Projects
 - ▣ Manage Permits
 - Right of Way (approx. 300 per year)
 - Drainage (approx. 50 per year)
- Customer Services
 - ▣ Phone, Emails, Walk-ins, Letters
- Personnel Services

Management, Engineering & Administration

45

2013:

- Permit Fees: costs vs. revenues; current deficits / subsidies; analysis later in 2012
- More Public Information Meetings (CIP)

Drainage Operations & Maintenance

46

- Compliance with Federal Stormwater Regulations
- includes Street Sweeping; Impact on Water Quality
- includes Drainage Channels
- Funded by Stormwater Utility Fee
 - ▣ Approx. 1/3 of Total Funding goes to Drain. O & M

Drainage Operations & Maintenance

47

2012:

- Implement Confined Space Entry System

2013:

- No significant changes

Vehicle Maintenance

48

- Full Service for 43 Public Works and Codes Vehicles/ Special Equipment
- Limited service for 40 Police vehicles
- Fuel Service for all City, Mission Hills and Johnson Co. Fire District No. 2 Vehicles

2013:

- New Employees

Streets Operating & Maintenance

49

- Largest PW Operating Budget
- Does not include street trees (Parks & Grounds)
- 70+% of 2013 Budget is Major Contractual Services:
 - ▣ Street Lights (\$690,000)
 - ▣ Traffic Signals (\$ 680,000)
 - ▣ Street Repairs (\$ 273,000)
 - ▣ Crack Filling (\$ 63,000)
 - ▣ Slurry Sealing (\$ 126,000)

Streets Operating & Maintenance

50

2013:

- Difficulties estimating KCP&L Bills; probable rate increase

Parks & Grounds Maintenance

51

- Largest PW operating budget (staff time)
- Work in Parks (~ 50% of this program)
- Also: Fountains, Islands, Grounds around City Buildings, Trees (including street trees)

Parks & Grounds Maintenance

52

2013:

- Small Increase in Tree Planting

- Significant Increase in Street Tree Trimming Proposed; separate presentation to follow

- Significant Equipment/ Other Capital:
 - ▣ Replacement Wood Chipper: \$ 47,000

Pools Operations & Maintenance

53

- Non-Recreation Expenses

2012:

Pools ADA Accessibility Project

2013:

No significant changes

Tennis Operations & Maintenance

54

- Minor level of effort for Public Works: ~ 100 hours per year

2012: Harmon Park Courts:

Crack Sealing (all courts)

Additional lines for JTL (4 courts): grant funded

2013:

No significant changes

Buildings Operations & Maintenance

55

- 7 Buildings: Municipal Offices, Community Center, Public Works Complex (5)

2012:

Replace most floor coverings at City Hall

- Adjust to changes from Energy Efficiency Project

Buildings Operations & Maintenance

56

2013:

Community Center Painting

- Significant Equipment/ Other Capital:
 - Replacement of Large Doors (Roll Up) at PW Building “C” (\$21,000)

Police Building Operations & Maintenance

57

- 1 Building; to identify costs for Mission Hills contract

2012:

Replace roof and some floor coverings;

- Adjust to changes from Energy Efficiency Project

2013:

No significant changes

2013 BUDGET

Contract Tree Trimming Program

Initial Points

59

- 1. Adjacent private property owners are responsible for street trees;
- 2. City is not responsible on private property;
- 3. City does not have to perform any maintenance;
- 4. City can regulate maintenance; and
- 5. Current City Code could be clarified.

Current City Program

60

- Trimming/removal of larger dead branches and imminent hazards;
- Removal of dead trees and stumps;
- Regular trimming of street trees, currently 9-10 yrs.;
- Update of tree inventory;
- Planting of new trees, primarily replacement; and
- Spraying of City owned trees, when necessary.

Other Nearby Cities

61

- Reactive Programs: Leawood, Shawnee, Westwood
- Proactive Programs: Fairway, Lenexa, Mission Hills, Roeland Park
- Other Proactive Cycles: 3-5 years

Key Questions

62

- 1. Should the City have a program?
- 2. Reactive or proactive?
- 3. Proactive: limited or regular?
- 4. Regular: what service cycle (years)?

Possible Service Levels

63

No. of PW Maintenance Areas per year.	Trimming Cycle (years)	Est. Annual Costs
1	19	\$ 25,000
2	10-	\$ 50,000
3	6+	\$ 75,000
4	5-	\$100,000
5	4-	\$125,000
6	3+	\$150,000

2013 BUDGET

ADMINISTRATION / COURT

Administration

65

- Mayor & Council – 0.70% decrease
 - Training
 - Conferences
 - SMEF
 - Meals
 - Holiday Event
 - MARC, NLC, LKM and NEJC Chamber dues

- \$12,000 replacement of Council chairs

Administration (con't.)

66

- Management & Planning – 4.3% decrease
 - Newsletter
 - Planning Services (BWR/Lochner)
 - Training
 - Dues
 - Employee Events

Administration (con't.)

67

- Information Technology – 5.4% increase
 - ▣ Decrease of \$11,000
 - ▣ Decrease attributable to contract services - annual software agreements.

City Clerk

68

- Animal Licensing – 4,347 animals licensed
- Admin/Retail Licensing – 473 sold total
- Rental Licensing – 689 rental properties
- Facilities Reservations – 855 reservations
- Mayor & Council Support – 147 packets/minutes
- Records Management – 19,900 records e-stored
- Recreation Memberships – 4,119 sold

City Clerk (con't.)

69

- Budget decrease of 7.6%
 - ▣ Decrease of \$24,503
 - Elections – not in 2013 budget
 - Copier rental
 - Legal Publications – change in law

Municipal Court

70

- Trials Conducted – 55
- Caseload – 13,279
 - ▣ Prairie Village cases – 11,027
 - ▣ Mission Hills cases – 2,252
- File appropriate reports with State of KS
- Statistical reporting for Police Department

- 3% overall decrease attributable to contract services

Codes Administration

71

- Budget increase of 0.7%
 - Building Permits – 1,157 permits processed
 - Building Inspections – 2,477 inspections
 - Exterior Home Grant Program – 22 grants issued
 - Plan Reviews - 241
 - Economic Development
 - Rental House Program / Inspections

Community Development

72

- Planning Commission
 - Special Use Permits – 3
 - Conditional Use Permits – 4
 - Site Plan Approvals – 14
 - Building Line/Elevation Modifications – 2
 - Signage Approvals – 5
 - Plan Approvers - 2

Parks & Recreation

73

- Budget Increase of 4% due to:
 - Village Fest
 - Art Sales
 - Lifeguard clothing
- Parks & Recreation Programming
 - Aquatics Teams – 265 participants
 - Tennis – 220 lessons provided
- Swimming Pool
 - 77,073 patrons
 - Hosted 7 swim/dive meets and annual Synchro Show
- Parks Master Planning – nothing scheduled for 2013

Community Programs

74

- Budget increase of 6.9%
 - ▣ Increase of \$11,109
 - Village Fest
 - Art Sales

- ▣ Budget of \$16,000 for Community Center Furniture

Community Programs (con't.)

2013 Budget			
Outside Agencies & Committees			
		2012 Budget	2013 Budget
Outside Agencies			
Alcohol Funds		15,000	15,000
United Community Services (USC)		6,825	7,000
Minor Home Repair		6,000	6,000
Home Repair Program (ED Funds)		20,000	20,000
National League of Cities		2,000	2,000
League of Kansas Municipalities (LKM)		14,000	14,000
Mid America Regional Council (MARC)		6,000	6,000
Kansas City Area Development Corporation - KCADC (ED Funds)		2,700	2,700
Northeast Jo Co Chamber		3,200	3,200
Shawnee Mission Educational Foundation (SMEF)		1,700	1,700
Committees			
Village Fest		20,000	25,000
Arts Council		13,500	19,500
Environmental Committee		8,000	8,000
Sister City		4,000	4,000
Jazz Fest		0	0

General Budget Items

76

- Fuel: \$3.75/gallon
- Health Insurance: 6% increase to budget reduction of 9% in 2012
- KPERS: 0.6% employer rate increase
- Police Pension Contribution: same as 2012
- Employee Merit Pool: 2%
- 5% rate increase in street lights & traffic signals
- General Fund Contingency - \$500,000

2013 BUDGET

BUDGET SUMMARY

Employee Merit Pay

78

- Staff recommendation: 2% merit pool
 - 2012 merit pool 2% onetime payment (base not adjusted)
 - 2011 merit pool 3%
 - Employees are the City's greatest assets
 - Maintain a balance of investment in employees and investment in operations/capital
 - Retain and Reward exceptional employees
 - Remain competitive for attracting new employees

2013 BUDGET

FOLLOW UP TO PREVIOUS MEETINGS

Use of Other City Funds

80

- Restricted Funds
 - Economic Development Fund
 - Solid Waste Fund
 - Stormwater Utility Fund
 - Alcohol Tax Fund
- Unrestricted Funds
 - General Fund – we have and continue to use the annual year end balance in this fund that exceeds 25% of budgeted revenues to balance the budget.
 - Risk Management Reserve Fund
 - Equipment Reserve Fund

General Fund Transfer to CIP

81

- ▣ 2013 Transfer - \$2.5M
- ▣ 2012 Transfer - \$1.6M
- ▣ 2011 Transfer - \$816,650
- ▣ 2010 Transfer - \$1.89M
- ▣ 2009 Transfer - \$2.14M

- ▣ Transfer to CIP impacted by 2009 & 2011 bond payment schedule



Next Steps

82



- June 18th – CIP Budget Presentation
- June 25th – Operating & CIP Budget (cont.) – if needed
- July 16th – Permission to publish the budget
- August 6th – Public hearing and adoption of the budget

**City of Prairie Village
General Fund**

	2010 Actual	2011 Actual	2012 Budget	2012 Estimate	2013 Budget
Fund Balance 1/1	\$ 4,753,210	\$ 4,694,029	\$ 5,535,465	\$ 6,411,984	\$ 5,667,486
Revenues:					
Property Taxes	4,968,839	3,968,400	4,192,109	4,192,109	4,224,171
Sales Taxes	4,134,519	4,496,523	4,172,000	4,172,000	4,586,904
Use Tax	708,660	847,522	726,000	726,000	868,837
Motor Vehicle Tax	511,448	403,495	353,040	353,040	456,712
Liquor Tax	78,666	93,541	83,000	83,000	95,422
Franchise Fees	1,835,750	1,805,148	1,899,800	1,899,800	1,787,100
Licenses & Permits	436,285	463,187	454,900	454,900	472,497
Intergovernmental	-	-	-	-	-
Charges for Services	1,717,491	1,779,785	1,744,000	1,744,000	1,833,534
Fines & Fees	992,645	1,154,857	992,000	992,000	1,166,406
Recreational Fees	473,123	457,726	448,950	448,950	469,238
Interest on Investments	29,599	14,023	40,000	40,000	30,000
Miscellaneous	44,834	153,565	58,700	58,700	78,094
Total Revenue	15,931,859	15,637,773	15,164,499	15,164,499	16,068,915
Transfers from Other funds:					
Transfer from Stormwater Utility Fund	443,551	450,000	450,000	450,000	423,467
Total	443,551	450,000	450,000	450,000	423,467
Total Sources	16,375,410	16,087,773	15,614,499	15,614,499	16,492,382
Expenditures:					
Personal Services	8,094,086	8,251,237	8,820,431	8,467,614	8,764,177
Contract Services	3,630,192	3,634,404	4,337,301	4,163,809	4,397,875
Commodities	907,801	864,272	1,032,518	991,217	1,071,883
Capital Outlay	261,610	430,026	346,050	332,208	299,850
Contingency	-	-	500,000	500,000	500,000
Total Expenditures	12,893,689	13,179,938	15,036,300	14,454,848	15,033,784
Transfers to Other Funds:					
Transfer to Capital Projects Fund	1,891,743	901,649	1,616,649	1,616,649	2,518,855
Transfer to Bond & Interest Fund	1,208,257	-	-	-	280,000
Transfer to Risk Management Fund	35,000	35,000	35,000	35,000	35,000
Transfer to Economic Development Fund	-	-	-	-	-
Transfer to Equipment Reserve Fund	405,902	253,230	252,500	252,500	275,000
Total	3,540,902	1,189,879	1,904,149	1,904,149	3,108,855
Total Uses	16,434,591	14,369,818	16,940,449	16,358,997	18,142,639
Sources Over(Under) Uses	(59,181)	1,717,956	(1,325,950)	(744,498)	(1,650,257)
Fund Balance @ 12/31	\$ 4,694,029	\$ 6,411,984	\$ 4,209,515	\$ 5,667,486	\$ 4,017,229

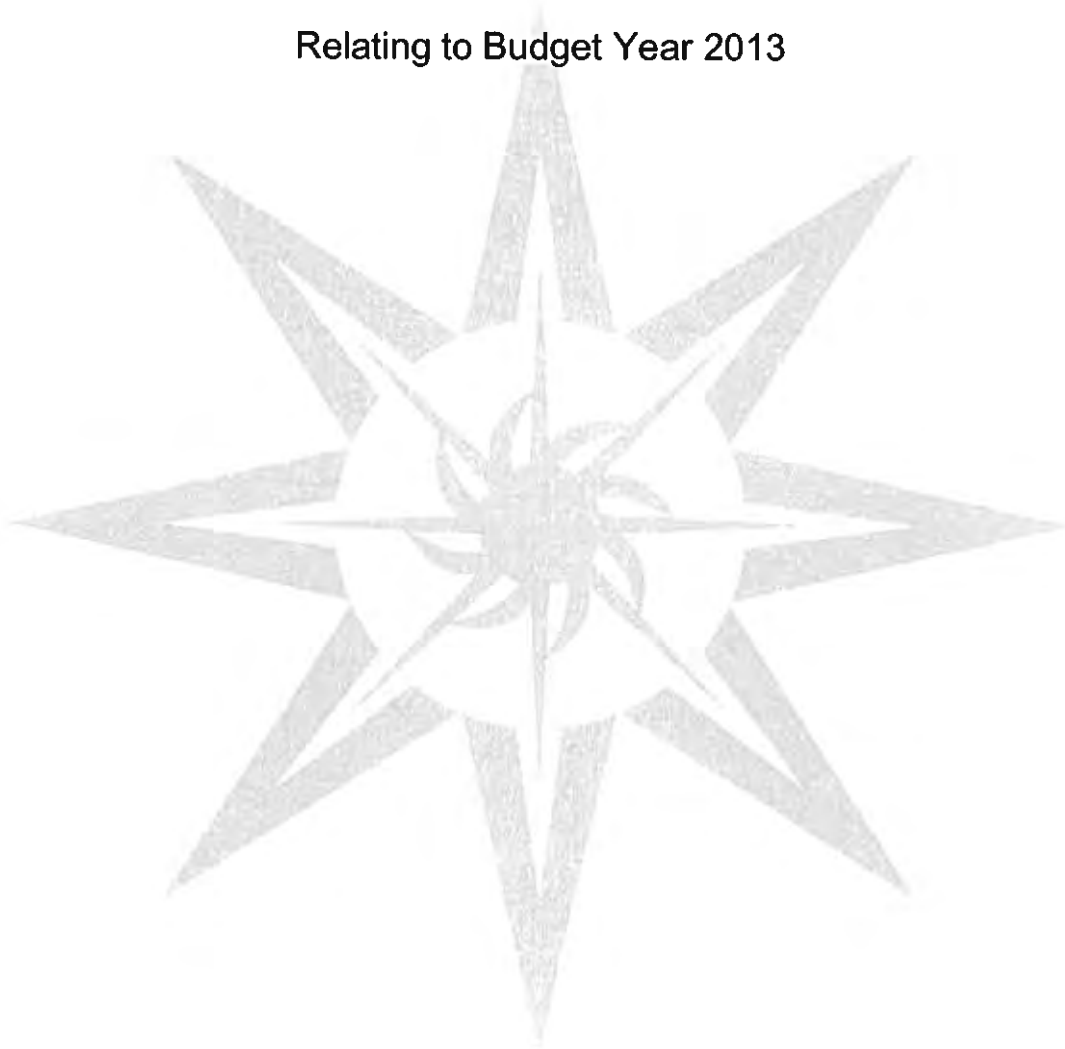
Funding Sources: Property tax, sales tax, franchise fees, grants from other governments, user fees and charges.

Expenditures: General operating expenditures and a portion of infrastructure improvement expenditures.

City of Prairie Village

General Fund Revenue Assumptions

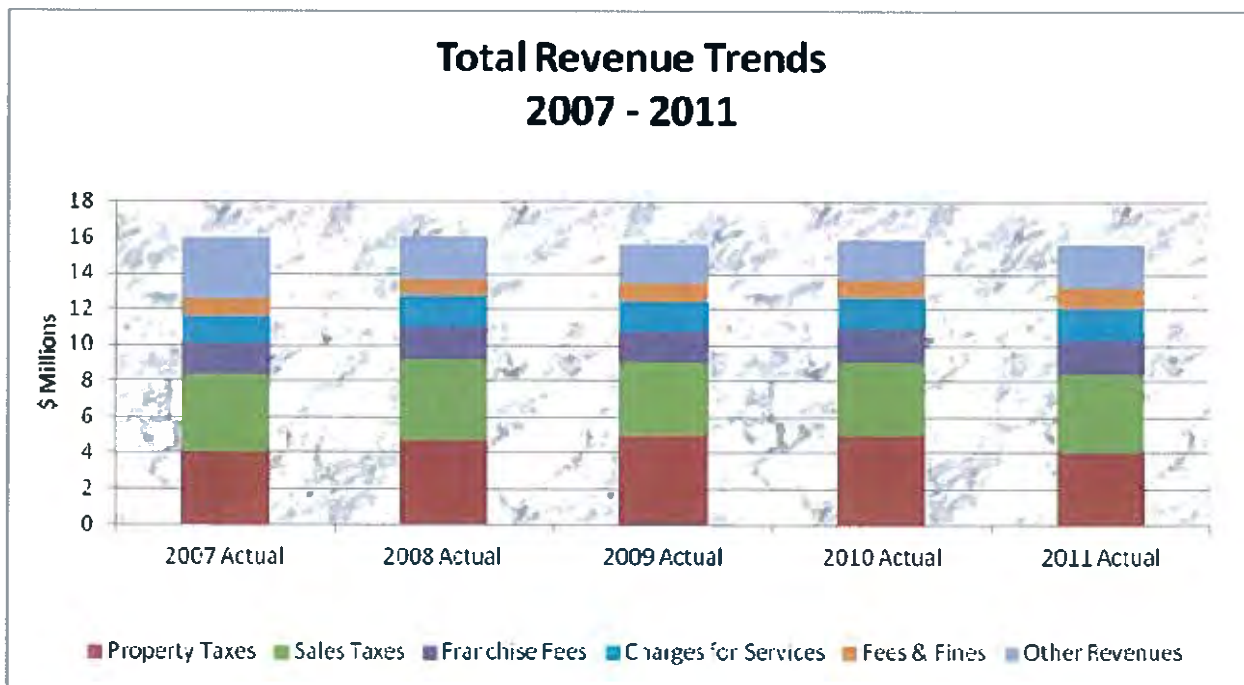
Relating to Budget Year 2013



GENERAL FUND REVENUE ASSUMPTIONS

The chart, below, reflects total sources of revenue from 2007 to 2011. The top five sources of revenue in 2011 are broken out below and accounted for 84% of the total revenue received by the City in 2011.

- Property Tax 25%
- Sales Tax 29%
- Franchise Fees 12%
- Charges for Services 11%
- Fines and Fees 7%
- Total 84%**



ECONOMIC OUTLOOK

The US economy continues to grow but at a slower rate. Unemployment is now at 8.2%. The first quarter GDP grew at 2.2%, down from the 3% rate in the fourth quarter of 2011.

There have been 22 bank failures so far in 2012. This compares with 39 banks failing in the same period for 2011. The financial services sector appears to be improving.

Nationally, housing prices continue to go down and are not likely to rise for some time.

The expectation is that the Federal Reserve Bank will continue holding interest rates at current levels and inflation, without considering food or fuel, will likely remain under control for the foreseeable future.

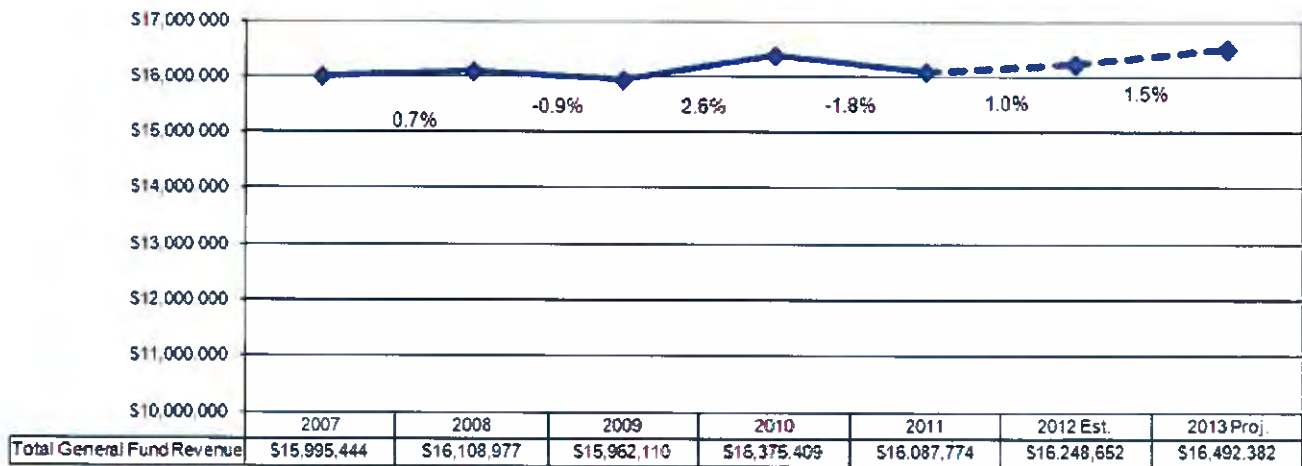
TOTAL GENERAL FUND REVENUE

Revenue projections for 2012 / 2013 are based on a combination of factors including analysis of historical revenue receipts and anticipated changes in the local economy.

Total revenues received in 2011 were 1.8% less than what was received in 2010, but were 103.8% of budget. First quarter 2012 revenues were 6.09% above the same period in 2011.

Based on these trends and the improving economy, we forecasting a nominal growth of 1% in 2012 and 1.5% in 2013.

Total General Fund Revenue 2007 - 2013 Projected



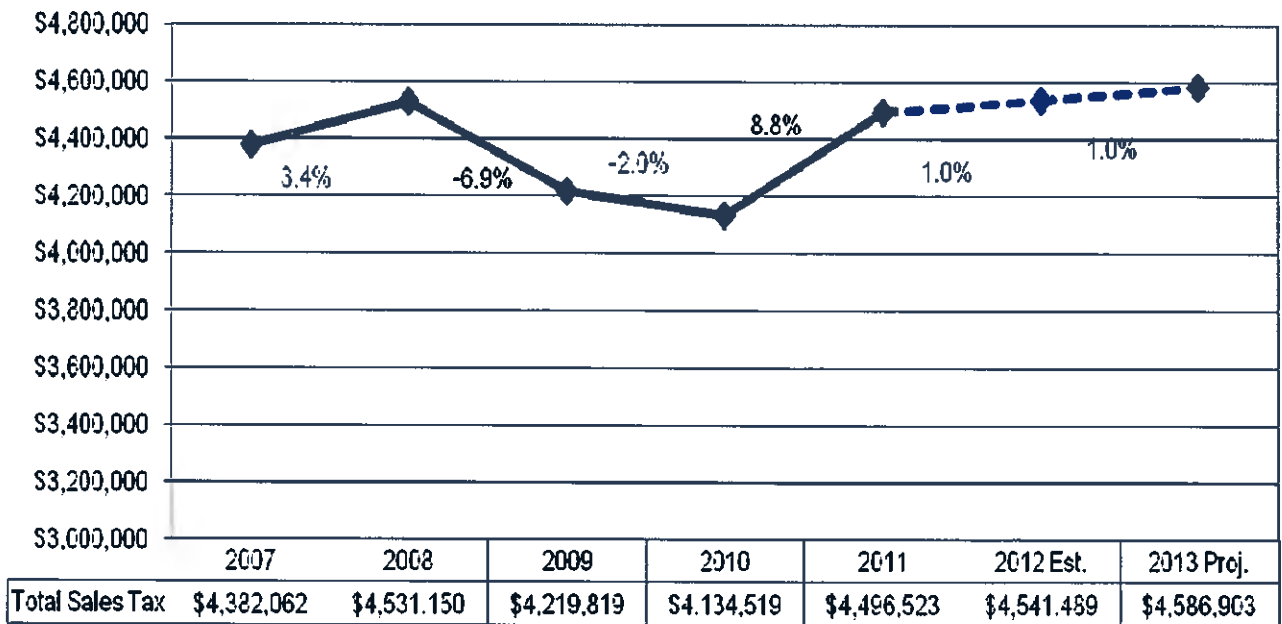
SALES TAX

Sales tax is the major revenue source at 29% of 2011 total actual revenues.

Total sales tax received in 2011 was 8.8% above 2010 receipts. The first quarter 2012 was down 2.33% from the same period in 2011.

We are forecasting a conservative growth rate of 1% for both 2012 and 2013.

**Total Sales Tax
2007 - 2013 Projected**



Note: School Sales Tax expired on 12/31/2008 and Jail Sales Tax #2 was effective on 1/1/2009. Both taxes are the same rate, so the effect on revenues was zero.

Increase in 2008 - City's local sales tax and it's share of the County sales taxes were higher in 2008 than in 2007.

Decrease in 2009 - Refunds processed by the State and a change in filing/collection procedures for retailers as well as a decrease due to the economy.

Decrease 2010 - Additional refunds processed by the State and continued effects of the poor economy.

PROPERTY TAX

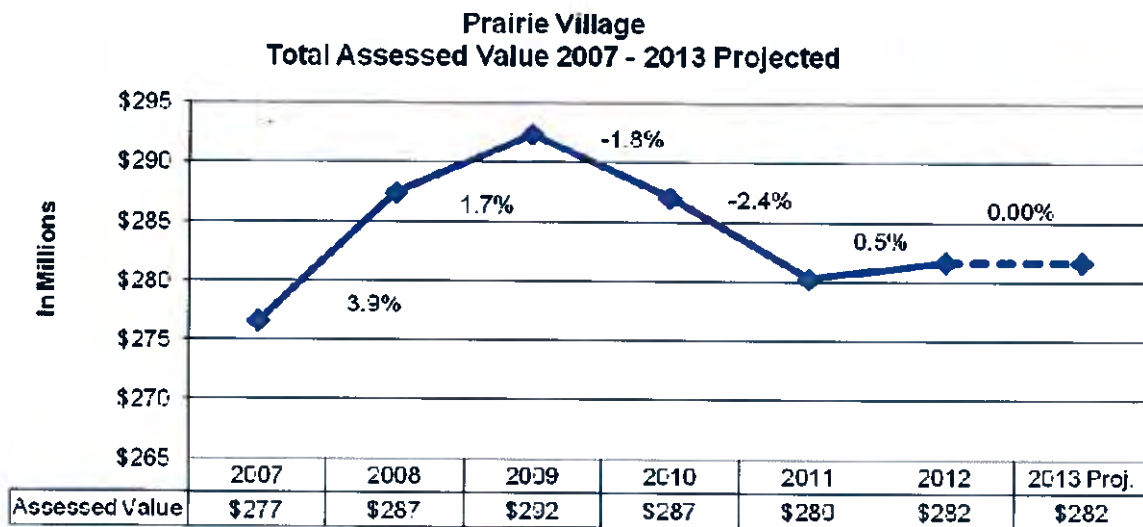
Property taxes are the second major revenue source at 25% of the 2011 total actual revenues.

Total revenues received in 2011 were down 20.1%, which was a result of the allocation of property tax to the Bond & Interest Fund for the 2009A bond issue. But, revenues were at 99.6% of budget.

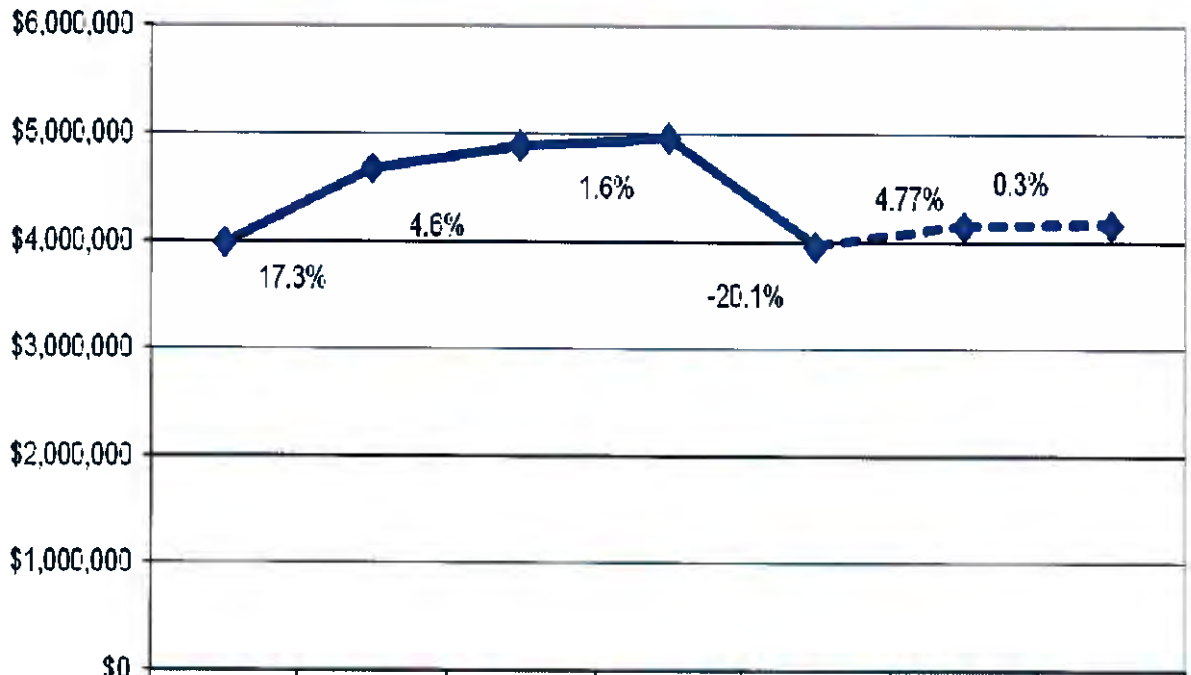
First quarter 2012 revenues came in strong at 6.09% above the same period in 2011.

Reappraisal growth in Prairie Village is estimated to be 0.32% for all property for the 2013 budget. The mean appraised value for single family homes (new & existing) increased 0.28%.

The 2012 budget included a small mil levy rate increase (0.662) for the hiring of two additional police officers, resulting in a 4.77% increase in property tax revenue. We are not anticipating a change in the mill levy for the 2013 budget. Based on the reappraisal data provided by the county, we are forecasting property tax to be essentially flat (0.3%) in 2013.



**General Fund Property Tax
2007 - 2013 Projected**



	2007	2008	2009	2010	2011	2012 Est.	2013 Proj.
General Fund Property Tax	\$3,987,596	\$4,677,648	\$4,891,692	\$4,968,839	\$3,968,397	\$4,157,530	\$4,169,171
General Fund Mill Levy Rate	14.451	16.418	16.897	17.277	14.101	14.763	14.763

Note 1: Last mill levy rate increases were 2011, 2010, 2008 and 2003.

Note 2: Decrease in 2011 reflects reappraisal and reallocation of property tax to the Bond & Interest Fund to cover debt service for the Series 2009A bonds.

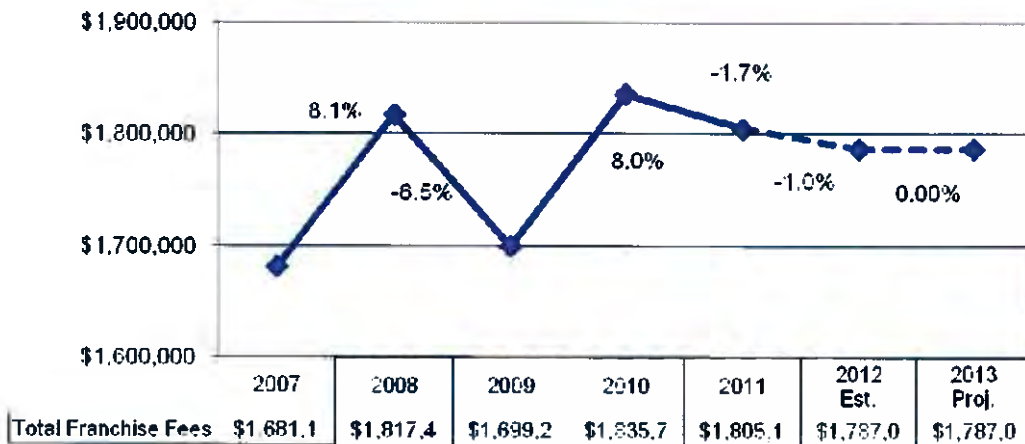
FRANCHISE FEES

The City charges franchise fees on the major utilities within the City. These utilities include electric, gas, telephone, cable and open source video companies. The fee is 5% of gross receipts as defined and permitted by state statutes.

Telephone franchise fees have been decreasing due to the replacement of land lines with cell phones. Electric and gas franchise fees are affected more by weather conditions and are difficult to predict. The chart below shows the history of the City's total franchise fees and anticipates revenues for 2012 and 2013.

Franchise fees received in 2011 were 1.7% less than received in 2010. The first quarter 2012 came in strong at 14.51% over the same period in 2011.

**Total Franchise Fees
2006 - 2012 Projected**



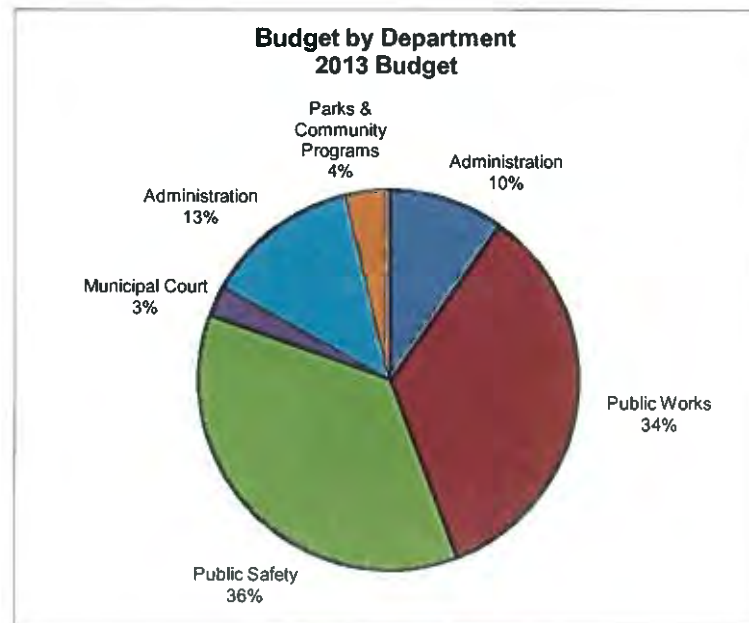
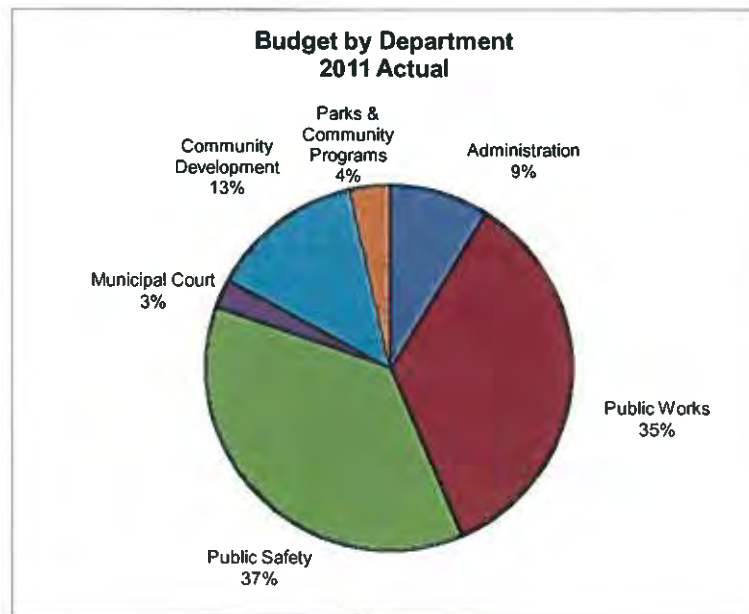
Increase 2010 - increase in electrical rates and implementation of the natural gas transport fee.

City of Prairie Village 2013 Budget

Summary by Department

Department	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Administration	\$ 1,312,237	\$ 1,298,919	\$ 1,650,196	\$ 1,599,247
Public Works	5,001,091	5,174,452	5,594,714	5,647,003
Public Safety	5,367,047	5,457,153	5,937,010	5,920,593
Municipal Court	393,876	391,754	459,533	446,119
Community Development	1,877,808	1,994,653	2,134,531	2,137,506
Parks & Community Programs	520,702	530,176	595,231	618,908
Total	\$ 14,472,761	\$ 14,847,106	\$ 16,371,216	\$ 16,369,375

Note: Only appropriated funds are included in the following department and program schedules. Those funds include: General, Solid Waste Management, Special Highway, Stormwater Utility, Special Parks & Recreation, Special Alcohol and Bond & Interest.



City of Prairie Village 2013 Budget

Department: Administration

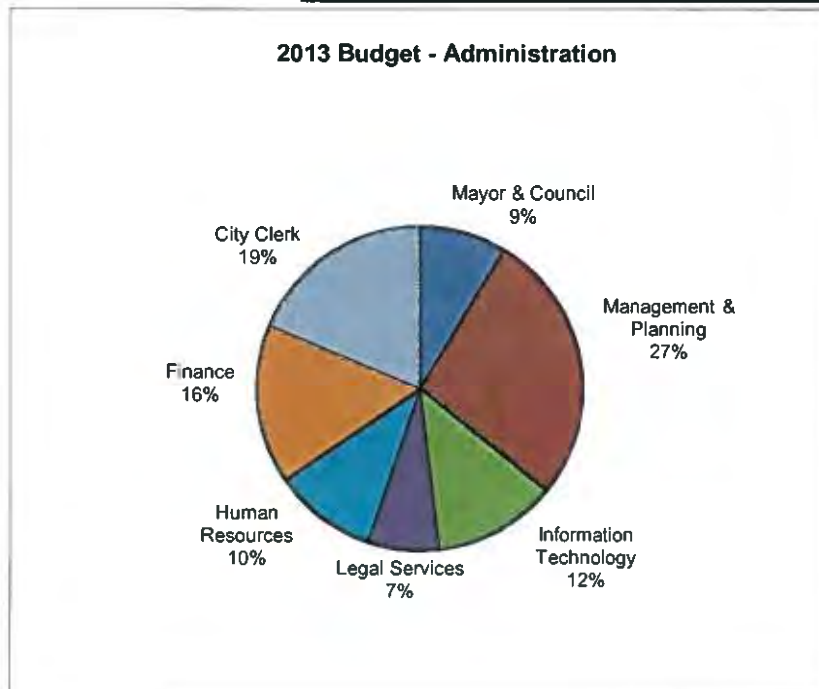
	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Expenditures by Program				
Mayor & Council	\$ 85,308	\$ 70,934	\$ 137,459	\$ 136,507
Management & Planning	369,329	372,665	457,693	438,198
Information Technology	143,584	122,121	205,050	194,050
Legal Services	70,637	110,516	125,000	115,000
Human Resources	111,939	103,956	142,912	163,146
Finance	232,688	248,392	259,583	254,349
City Clerk	298,751	270,335	322,499	297,996
Total	\$1,312,237	\$1,298,919	\$ 1,650,196	\$ 1,599,247

Expenditures by Character				
Personal Services	\$ 767,646	\$ 796,883	\$ 865,559	\$ 867,783
Contract Services	440,014	430,705	679,287	614,914
Commodities	58,093	57,234	81,550	75,500
Capital Outlay	46,484	14,097	23,800	41,050
Debt Service	-	-	-	-
Contingency	-	-	-	-
Total	\$ 1,312,237	\$1,298,919	\$ 1,650,196	\$ 1,599,247

Expenditures by Fund				
General Fund	\$ 1,312,237	\$1,298,919	\$ 1,650,196	\$ 1,599,247
Total	\$ 1,312,237	\$1,298,919	\$ 1,650,196	\$ 1,599,247

Full-time Equivalent Positions	9.40	9.35	9.40	9.35
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Unpaid Positions	13.00	13.00	13.00	13.00
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City of Prairie Village 2013 Budget

Department: Administration
Program: Mayor & Council

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 3,203	\$ 3,295	\$ 4,209	\$ 4,207
Contract Services	61,055	45,459	96,300	85,700
Commodities	21,051	22,080	36,950	34,600
Capital Outlay	0	100	0	12,000
Total	\$ 85,308	\$ 70,934	\$ 137,459	\$ 136,507

Expenditures by Fund				
General Fund	\$ 85,308	\$ 70,934	\$ 137,459	\$ 136,507
Total	\$ 85,308	\$ 70,934	\$ 137,459	\$ 136,507

Unpaid Positions				
	13.00	13.00	13.00	13.00
Mayor	1.00	1.00	1.00	1.00
Council Member	12.00	12.00	12.00	12.00
Total	13.00	13.00	13.00	13.00

Notes

- The Mayor and Council Members do not receive a salary. They do receive a communications stipend of \$25/month. This rate has not changed since its inception in 2006.

2013 Contractual Services Budget Includes the Following:

- Consulting fees, council retreat, photo
- Training and conferences
- Dues and subscriptions

2013 Commodities Budget Includes the Following:

- Office supplies and postage
- Other (Mayor's fund, rentals, etc)
- Holiday party
- Council meals
- Tree lighting and ornament

City of Prairie Village 2013 Budget

Department: Administration
Program: Management & Planning

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 290,032	\$ 292,149	\$ 322,902	\$ 313,906
Contract Services	66,002	65,354	111,691	105,792
Commodities	13,295	15,162	23,100	17,500
Capital Outlay	0	0	0	1,000
Total	\$ 369,329	\$ 372,665	\$ 457,693	\$ 438,198

Expenditures by Fund				
General Fund	\$ 369,329	\$ 372,665	\$ 457,693	\$ 438,198
Total	\$ 369,329	\$ 372,665	\$ 457,693	\$ 438,198

Full-time Equivalent Positions	2.40	2.35	2.40	2.35
City Administrator	1.00	1.00	1.00	1.00
Assistant City Administrator	0.30	0.30	0.30	0.30
City Attorney/Assistant City Attorney	0.05	-	0.05	-
City Treasurer	0.05	0.05	0.05	0.05
Deputy City Clerk	1.00	1.00	1.00	1.00
	2.40	2.35	2.40	2.35

2013 Expenditures Include the Following:

- Village Voice Newsletter
- Planning Services
- Training
- Dues
- Salaries
- Employee Events

City of Prairie Village 2013 Budget

Department: Administration
Program: Information Technology

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Contract Services	\$ 95,462	\$ 108,809	\$ 180,550	\$ 165,550
Commodities	2,014	266	2,000	1,500
Capital Outlay	46,108	13,046	22,500	27,000
Total	\$ 143,584	\$ 122,121	\$ 205,050	\$ 194,050

Expenditures by Fund				
General Fund	\$ 143,584	\$ 122,121	\$ 205,050	\$ 194,050
Total	\$ 143,584	\$ 122,121	\$ 205,050	\$ 194,050

Full-time Equivalent Positions				
	-	-	-	-

Notes

- New program in 2009. This program was established to facilitate coordinating the City's use of the computer consultant and to gain efficiencies in purchasing hardware. The expenditures included in this program used to be included in various programs throughout the City.
- In 2010, all software maintenance contracts, except PD and Court - are consolidated to this program. The budget for these two departments is used to calculate the amount of the contract for police and court services with the City of Mission Hills.
- Contract services reflects the annual software agreements

2013 Capital Outlay Budget Includes the Following:

Replace PC's - city-wide	\$ 10,500
Hardware for field staff	5,000
Miscellaneous	2,000
Monitors and printer replacement	9,500
	\$ 27,000

**City of Prairie Village
2013 Budget**

**Department: Administration
Program: Legal Services**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Contract Services	\$ 70,637	\$ 110,516	\$ 125,000	\$ 115,000
Total	\$ 70,637	\$ 110,516	\$ 125,000	\$ 115,000
Expenditures by Fund				
General Fund	\$ 70,637	\$ 110,516	\$ 125,000	\$ 115,000
Total	\$ 70,637	\$ 110,516	\$ 125,000	\$ 115,000
Full-time Equivalent Positions	-	-	-	-

Notes

- New program in 2009. This program was established to facilitate coordinating the City's use of attorneys. Budget from other programs has been consolidated into this program.
- Services are provided at an hourly rate.

**City of Prairie Village
2013 Budget**

**Department: Administration
Program: Human Resources**

	2010 Actual	2011 Actual	2012 Budget	2012 Estimate	2013 Budget
Program Expenditures					
Personal Services	\$ 82,045	\$ 84,636	\$ 108,852	\$ -	\$ 108,886
Contract Services	29,594	19,314	33,560	0	53,760
Commodities	300	6	500	0	500
Total	\$ 111,939	\$ 103,956	\$ 142,912	\$ -	\$ 163,146

Expenditures by Fund					
General Fund	\$ 111,939	\$ 103,956	\$ 142,912	\$ -	\$ 163,146
Total	\$ 111,939	\$ 103,956	\$ 142,912	\$ -	\$ 163,146

Full-time Equivalent Positions					
	1.00	1.00	1.00	1.00	1.00
Human Resources Specialist	1.00	1.00	1.00	1.00	1.00
Total	1.00	1.00	1.00	1.00	1.00

Notes

- In 2012 the Sick Leave incentive was consolidated into Human Resources personal services from department budgets.
- Sick leave Incentive Program is administered per Council Policy. This is not a new expense to the budget
- 2013 budget includes \$10,000 for Wellness Incentives and \$11,500 for Payroll Contract Serves which was moved from the Finance Department

**City of Prairie Village
2013 Budget**

**Department: Administration
Program: Finance**

	2010 Actual	2011 Actual	2012 Budget	2012 Estimate	2013 Budget
Program Expenditures					
Personal Services	\$ 164,200	\$ 184,525	\$ 184,749	\$ -	\$ 188,041
Contract Services	66,041	62,157	72,134	0	63,858
Commodities	2,447	1,335	2,200	0	2,200
Capital Outlay	0	375	500	0	250
Total	\$ 232,688	\$ 248,392	\$ 259,583	\$ -	\$ 254,349

Expenditures by Fund					
General Fund	\$ 232,688	\$ 248,392	\$ 259,583	\$ -	\$ 254,349
Total	\$ 232,688	\$ 248,392	\$ 259,583	\$ -	\$ 254,349

Full-time Equivalent Positions					
	2.00	2.00	2.00	2.00	2.00
Finance Director	1.00	1.00	1.00	1.00	1.00
Accounting Clerk	-	1.00	1.00	1.00	1.00
Administrative Support Specialist	1.00	-	-	-	-
Total	2.00	2.00	2.00	2.00	2.00

Notes

- The 2010 contract services budget reflects moving the financial software maintenance fees to the IT program.
- The 2013 contract services budget includes an increase in banking fees and an increase in credit card fees due to on-line transaction processing.

2013 Capital Outlay Budget Includes the Following:

Miscellaneous Office Equipment \$ 250

**City of Prairie Village
2013 Budget**

**Department: Administration
Program: City Clerk**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 228,166	\$ 232,279	\$ 244,847	\$ 252,742
Contract Services	51,222	19,095	60,052	25,254
Commodities	18,987	18,385	16,800	19,200
Capital Outlay	376	576	800	800
Total	\$ 298,751	\$ 270,335	\$ 322,499	\$ 297,996

Expenditures by Fund				
General Fund	\$ 298,751	\$ 270,335	\$ 322,499	\$ 297,996
Total	\$ 298,751	\$ 270,335	\$ 322,499	\$ 297,996

Full-time Equivalent Positions				
	4.00	4.00	4.00	4.00
City Clerk	1.00	1.00	1.00	1.00
Administrative Support Specialist	3.00	3.00	3.00	3.00
Total	4.00	4.00	4.00	4.00

Notes

- The 2011 contract services budget reflects the mayoral election costs.
- The 2012 contract services budget reflects the estimated cost of elections in 2012.
- The 2013 contract services budget reflects a decrease in Legal Publications as a result of a change in the law and the removal of election costs

City of Prairie Village 2013 Budget

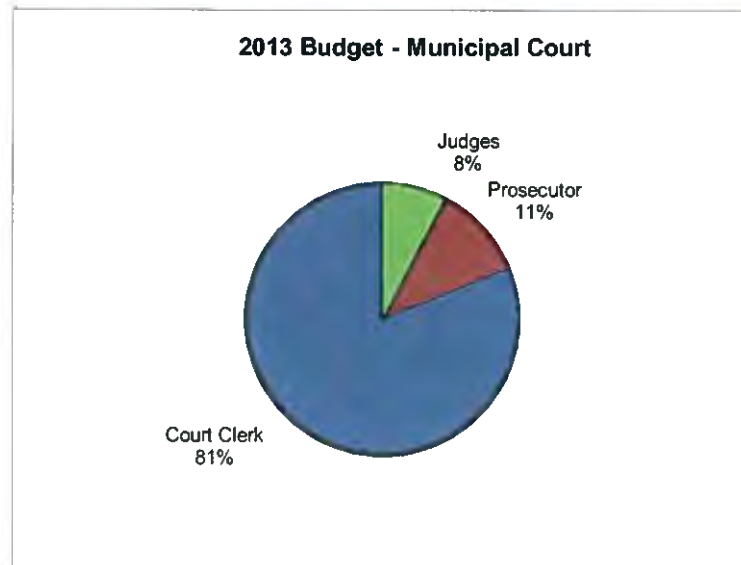
Department: Municipal Justice

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Expenditures by Program				
Judges	\$ 32,327	\$ 32,054	\$ 33,702	\$ 33,722
Prosecutor	48,278	46,858	50,500	50,500
Court Clerk	313,270	312,841	375,331	361,897
Total	\$ 393,876	\$ 391,754	\$ 459,533	\$ 446,119

Expenditures by Character				
Personal Services	\$ 304,226	\$ 309,135	\$ 327,803	\$ 326,691
Contract Services	83,395	76,054	123,480	114,428
Commodities	6,254	6,565	8,250	5,000
Capital Outlay	-	-	-	-
Total	\$ 393,876	\$ 391,754	\$ 459,533	\$ 446,119

Expenditures by Fund				
General Fund	\$ 393,876	\$ 391,754	\$ 459,533	\$ 446,119
Total	\$ 393,876	\$ 391,754	\$ 459,533	\$ 446,119

Full-time Equivalent Positions	6.10	6.10	6.10	6.10
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**City of Prairie Village
2013 Budget**

**Department: Municipal Justice
Program: Judges**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 32,247	\$ 31,952	\$ 33,561	\$ 33,551
Contract Services	81	102	141	171
Commodities	0	0	0	0
Total	\$ 32,327	\$ 32,054	\$ 33,702	\$ 33,722
Expenditures by Fund				
General Fund	\$ 32,327	\$ 32,054	\$ 33,702	\$ 33,722
Total	\$ 32,327	\$ 32,054	\$ 33,702	\$ 33,722
Full-time Equivalent Positions				
	0.90	0.90	0.90	0.90
Municipal Judge	0.90	0.90	0.90	0.90
Total	0.90	0.90	0.90	0.90

**City of Prairie Village
2013 Budget**

**Department: Municipal Justice
Program: Prosecutor**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 9	\$ -	\$ -	\$ -
Contract Services	48,270	46,858	50,500	50,500
Total	\$ 48,278	\$ 46,858	\$ 50,500	\$ 50,500
Expenditures by Fund				
General Fund	\$ 48,278	\$ 46,858	\$ 50,500	\$ 50,500
Total	\$ 48,278	\$ 46,858	\$ 50,500	\$ 50,500
Full-time Equivalent Positions				
	0.20	0.20	0.20	0.20
City Prosecutor	0.20	0.20	0.20	0.20
Total	0.20	0.20	0.20	0.20

City of Prairie Village 2013 Budget

Department: Municipal Justice
Program: Court Clerk

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 271,971	\$ 277,183	\$ 294,242	\$ 293,140
Contract Services	35,045	29,093	72,839	63,757
Commodities	6,254	6,565	8,250	5,000
Capital Outlay	0	0	0	0
Total	\$ 313,270	\$ 312,841	\$ 375,331	\$ 361,897

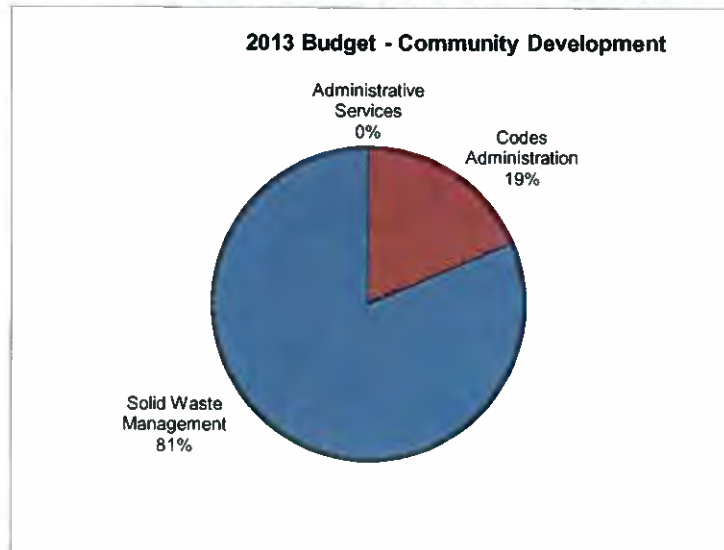
Expenditures by Fund				
General Fund	\$ 313,270	\$ 312,841	\$ 375,331	\$ 361,897
Total	\$ 313,270	\$ 312,841	\$ 375,331	\$ 361,897

Full-time Equivalent Positions				
	5.00	5.00	5.00	5.00
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk A	3.00	3.00	3.00	3.00
Court Clerk B	1.00	1.00	1.00	1.00
Total	5.00	5.00	5.00	5.00

City of Prairie Village 2013 Budget

Department: Community Development

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Expenditures by Program				
Administrative Services	68,834	76,180	-	-
Codes Administration	318,066	314,310	392,828	395,772
Solid Waste Management	1,490,908	1,604,163	1,741,703	1,741,734
Total	\$1,877,808	\$1,994,653	\$ 2,134,531	\$ 2,137,506
Expenditures by Character				
Personal Services	\$ 341,547	\$ 360,835	\$ 363,350	\$ 367,897
Contract Services	1,514,675	1,627,746	1,760,569	1,758,696
Commodities	4,821	5,840	9,363	9,663
Capital Outlay	16,765	231	1,250	1,250
Total	\$1,877,808	\$1,994,653	\$ 2,134,531	\$ 2,137,506
Expenditures by Fund				
General Fund	386,900	390,489	392,828	395,772
Solid Waste Management Fund	1,490,908	1,604,163	1,741,703	1,741,734
Total	\$1,877,808	\$1,994,653	\$ 2,134,531	\$ 2,137,506
Full-time Equivalent Positions				
	5.70	4.70	4.70	5.20



**City of Prairie Village
2013 Budget**

Department: Community Development
Program: Administrative Services

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 38,351	\$ 46,564	\$ -	\$ -
Contract Services	30,294	29,616	0	0
Commodities	188	0	0	0
Capital Outlay	0	0	0	0
Total	\$ 68,834	\$ 76,180	\$ -	\$ -
Expenditures by Fund				
General Fund	\$ 68,834	\$ 76,180	\$ -	\$ -
Total	\$ 68,834	\$ 76,180	\$ -	\$ -
Full-time Equivalent Positions				
	0.30	0.30	-	-
Assistant City Administrator	0.30	0.30	-	-
Total	0.30	0.30	-	-

Notes

- This program was consolidated with the Codes Administration program in 2011.

**City of Prairie Village
2013 Budget**

**Department: Community Development
Program: Codes Administration**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 280,435	\$ 289,946	\$ 338,956	\$ 343,472
Contract Services	16,233	18,293	43,460	41,587
Commodities	4,633	5,840	9,163	9,463
Capital Outlay	16,765	231	1,250	1,250
Total	\$ 318,066	\$ 314,310	\$ 392,828	\$ 395,772

Expenditures by Fund				
General Fund	\$ 318,066	\$ 314,310	\$ 392,828	\$ 395,772
Total	\$ 318,066	\$ 314,310	\$ 392,828	\$ 395,772

Full-time Equivalent Positions	5.10	4.10	4.40	4.90
Assistant City Administrator	0.10	0.10	0.40	0.40
Building Official	1.00	1.00	1.00	1.00
Code Enforcement Officer	1.00	1.00	1.00	1.00
Building Inspector	1.00	1.00	1.00	1.00
Administrative Support Specialist	2.00	1.00	1.00	1.00
Management Intern	-	-	-	0.50
Total	5.10	4.10	4.40	4.90

Notes

- In 2010 one Administrative Support Specialist position was eliminated.
- in 2011 this program was combined with the Administrative Services Program.
- in 2012 0.5 FTE was added for the intern position.

**City of Prairie Village
2013 Budget**

**Department: Community Development
Program: Solid Waste Management**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 22,761	\$ 24,326	\$ 24,394	\$ 24,425
Contract Services	1,468,147	1,579,838	1,717,109	1,717,109
Commodities	0	0	200	200
Total	\$ 1,490,908	\$ 1,604,163	\$ 1,741,703	\$ 1,741,734
Expenditures by Fund				
Solid Waste Management Fund	1,490,908	1,604,163	1,741,703	1,741,734
Total	\$ 1,490,908	\$ 1,604,163	\$ 1,741,703	\$ 1,741,734
Full-time Equivalent Positions				
	0.30	0.30	0.30	0.30
Assistant City Administrator	0.30	0.30	0.30	0.30
Total	0.30	0.30	0.30	0.30

Notes

- Contract services budget includes the cost for the annual large item pick up. This cost is \$30,000

City of Prairie Village 2013 Budget

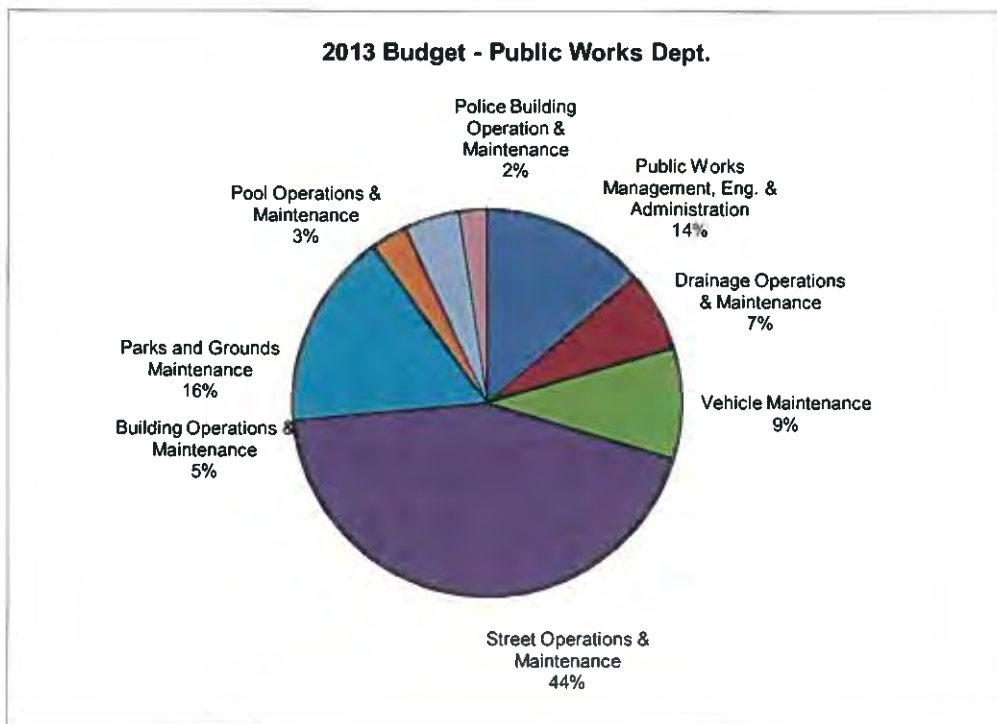
Department: Public Works

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Expenditures by Program				
Public Works Management, Engineering & Administration	\$ 701,773	\$ 679,198	\$ 782,767	\$ 768,248
Drainage Operations & Maintenance	340,343	394,428	504,043	381,971
Vehicle Maintenance	502,755	472,759	505,778	520,419
Street Operations & Maintenance	2,233,563	2,291,936	2,351,246	2,474,102
Parks and Grounds Maintenance	775,343	783,798	831,683	930,960
Pool Operations & Maintenance	165,512	136,053	163,600	170,144
Tennis Maintenance	7,423	9,762	13,000	11,500
Building Operations & Maintenance	173,632	222,298	232,997	258,611
Police Building Operation & Maintenance	100,747	184,220	209,600	131,050
Total	\$ 5,001,091	\$ 5,174,452	\$ 5,594,714	\$ 5,647,003

Expenditures by Character				
Personal Services	\$ 1,663,897	\$ 1,744,113	\$ 1,878,728	\$ 1,861,170
Contract Services	2,579,221	2,559,421	2,881,486	2,933,896
Commodities	639,475	590,839	679,000	721,888
Capital Outlay	118,498	280,079	155,500	130,050
Contingency	-	-	-	-
Total	\$ 5,001,091	\$ 5,174,452	\$ 5,594,714	\$ 5,647,003

Expenditures by Fund				
General Fund	\$ 4,998,016	\$ 5,174,452	\$ 5,591,714	\$ 5,644,003
Stormwater Utility Fund	3,075	0	3,000	3,000
Total	\$ 5,001,091	\$ 5,174,452	\$ 5,594,714	\$ 5,647,003

Full-time Equivalent Positions	29.00	28.00	28.00	28.00
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**City of Prairie Village
2013 Budget**

Department: Public Works

Program: Public Works Management, Engineering & Adminis

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 550,893	\$ 610,160	\$ 631,320	\$ 626,100
Contract Services	104,988	53,187	132,297	119,761
Commodities	17,449	15,852	19,150	22,388
Capital Outlay	28,445	0	0	0
Total	\$ 701,773	\$ 679,198	\$ 782,767	\$ 768,248

Expenditures by Fund				
General Fund	\$ 701,773	\$ 679,198	\$ 782,767	\$ 768,248
Total	\$ 701,773	\$ 679,198	\$ 782,767	\$ 768,248

Full-time Equivalent Positions	7.50	7.00	7.00	7.00
Public Works Director	1.00	1.00	1.00	1.00
Project Manager	-	-	-	1.00
Manager of Engineering Services	1.00	1.00	1.00	-
Office Manager	1.00	1.00	1.00	1.00
Field Superintendent	1.00	1.00	1.00	1.00
Construction Inspector	2.00	2.00	2.00	2.00
Administrative Support Specialist	1.00	1.00	1.00	1.00
Part-time Clerk	0.50	-	-	-
Total	7.50	7.00	7.00	7.00

**City of Prairie Village
2013 Budget**

**Department: Public Works
Program: Drainage Operations & Maintenance**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 274,905	\$ 285,732	\$ 302,727	\$ 304,040
Contract Services	39,303	14,023	42,916	44,537
Commodities	26,134	24,200	38,400	33,394
Capital Outlay	0	70,473	120,000	0
Total	\$ 340,343	\$ 394,428	\$ 504,043	\$ 381,971

Expenditures by Fund				
General Fund	\$ 337,268	\$ 394,428	\$ 501,043	\$ 378,971
Stormwater Utility Fund	\$3,075	\$0	\$3,000	\$3,000
Total	\$ 340,343	\$ 394,428	\$ 504,043	\$ 381,971

Full-time Equivalent Positions				
	5.00	5.00	5.00	5.00
Crew Leader	1.00	1.00	1.00	1.00
Maintenance Worker	4.00	4.00	4.00	4.00
Total	5.00	5.00	5.00	5.00

Notes

2012 Capital Outlay Budget Includes the Following:

Dump Truck	\$ 110,000
Confined space equipment	\$ 10,000
	\$ 120,000

**City of Prairie Village
2013 Budget**

**Department: Public Works
Program: Vehicle Maintenance**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 206,051	\$ 192,447	\$ 222,433	\$ 188,213
Contract Services	13,943	8,382	12,545	12,693
Commodities	282,761	270,841	270,800	319,513
Capital Outlay	0	1,089	0	0
Total	\$ 502,755	\$ 472,759	\$ 505,778	\$ 520,419
Expenditures by Fund				
General Fund	\$ 502,755	\$ 472,759	\$ 505,778	\$ 520,419
Total	\$ 502,755	\$ 472,759	\$ 505,778	\$ 520,419
Full-time Equivalent Positions				
	3.00	3.00	3.00	3.00
Mechanic	1.00	1.00	1.00	1.00
Crew Leader	1.00	1.00	1.00	1.00
Senior Maintenance Worker	1.00	1.00	1.00	1.00
Total	3.00	3.00	3.00	3.00

**City of Prairie Village
2013 Budget**

**Department: Public Works
Program: Street Operations & Maintenance**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 250,164	\$ 251,317	\$ 298,224	\$ 309,853
Contract Services	1,812,688	1,791,450	1,875,822	1,982,299
Commodities	167,441	149,170	177,200	177,600
Capital Outlay	3,270	100,000	0	4,350
Total	\$ 2,233,563	\$ 2,291,936	\$ 2,351,246	\$ 2,474,102

Expenditures by Fund

General Fund	\$ 2,233,563	\$ 2,291,936	\$ 2,351,246	\$ 2,474,102
Total	\$ 2,233,563	\$ 2,291,936	\$ 2,351,246	\$ 2,474,102

Full-time Equivalent Positions

	5.00	5.00	5.00	5.00
Laborer	2.00	2.00	2.00	2.00
Maintenance Worker	1.00	1.00	1.00	1.00
Senior Maintenance Worker	1.00	1.00	1.00	1.00
Crew Leader	1.00	1.00	1.00	1.00
Total	5.00	5.00	5.00	5.00

Notes

- In 2010, increased the street maintenance budget to allow for more pavement replacement vs. patching, in order to increase the useful life of streets.

**City of Prairie Village
2013 Budget**

**Department: Public Works
Program: Parks and Grounds Maintenance**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 381,884	\$ 404,457	\$ 424,024	\$ 432,964
Contract Services	219,433	245,747	280,509	327,783
Commodities	87,242	65,077	106,650	97,513
Capital Outlay	86,784	68,517	20,500	72,700
Total	\$ 775,343	\$ 783,798	\$ 831,683	\$ 930,960

Expenditures by Fund				
General Fund	\$ 775,343	\$ 783,798	\$ 831,683	\$ 930,960
Total	\$ 775,343	\$ 783,798	\$ 831,683	\$ 930,960

Full-time Equivalent Positions				
	8.50	8.00	8.00	8.00
Crew Leader	1.00	1.00	1.00	1.00
Laborer	3.00	3.00	3.00	3.00
Maintenance Worker	2.00	2.00	2.00	2.00
Senior Maintenance Worker	1.00	1.00	1.00	1.00
Seasonal Laborers	1.50	1.00	1.00	1.00
Total	8.50	8.00	8.00	8.00

Notes

2013 Capital Outlay Budget Includes the Following:

Replace riding mower (1)	\$ 13,500
Wood Chipper	\$ 47,000
Drinking fountain (Harmon)	7,200
Restroom Roof (Harmon)	5,000
Total	\$ 72,700

City of Prairie Village 2013 Budget

Department: Public Works
Program: Pool Operations & Maintenance

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Contract Services	127,895	94,457	121,400	127,750
Commodities	37,618	41,596	42,200	42,394
Total	\$ 165,512	\$ 136,053	\$ 163,600	\$ 170,144

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Expenditures by Fund				
General Fund	\$ 165,512	\$ 136,053	\$ 163,600	\$ 170,144
Total	\$ 165,512	\$ 136,053	\$ 163,600	\$ 170,144

Full-time Equivalent Positions	-	-	-	-
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Pool Complex Features:

- Leisure Pool
- Wading Pool
- Adult Pool
- Lap Lanes
- Diving Well, Meter Pool
- Water Slides
- Concession Stand



**City of Prairie Village
2013 Budget**

**Department: Public Works
Program: Tennis Maintenance**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Contract Services	5,961	8,440	10,500	9,800
Commodities	1,462	1,322	2,500	1,700
Total	\$ 7,423	\$ 9,762	\$ 13,000	\$ 11,500
Expenditures by Fund				
General Fund	\$ 7,423	\$ 9,762	\$ 13,000	\$ 11,500
Total	\$ 7,423	\$ 9,762	\$ 13,000	\$ 11,500
Full-time Equivalent Positions	-	-	-	-

**City of Prairie Village
2013 Budget**

**Department: Public Works
Program: Building Operations & Maintenance**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Contract Services	159,579	166,525	216,697	185,223
Commodities	14,053	15,773	16,300	20,388
Capital Outlay	0	40,000	0	53,000
Total	\$ 173,632	\$ 222,298	\$ 232,997	\$ 258,611

Expenditures by Fund				
General Fund	\$ 173,632	\$ 222,298	\$ 232,997	\$ 258,611
Total	\$ 173,632	\$ 222,298	\$ 232,997	\$ 258,611

Full-time Equivalent Positions	-	-	-	-
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Notes

- 2013 increase in Capital Outlay is for Public Works building improvements

City of Prairie Village 2013 Budget

Department: Public Works

Program: Police Building Operations & Maintenance

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Contract Services	95,431	177,211	188,800	124,050
Commodities	5,316	7,009	5,800	7,000
Capital Outlay	0	0	15,000	0
Total	\$ 100,747	\$ 184,220	\$ 209,600	\$ 131,050
Expenditures by Fund				
General Fund	\$ 100,747	\$ 184,220	\$ 209,600	\$ 131,050
Total	\$ 100,747	\$ 184,220	\$ 209,600	\$ 131,050
Full-time Equivalent Positions	-	-	-	-

**City of Prairie Village
2013 Budget**

Department: Public Safety

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Expenditures by Program				
Administration	\$ 358,707	\$ 363,513	\$ 384,868	\$ 384,409
Staff Services	659,840	723,337	775,310	765,556
Community Services	226,057	189,387	197,886	209,431
Crime Prevention	69,290	73,536	83,189	84,730
Patrol	2,854,290	2,726,102	2,997,217	3,024,040
Investigations	524,568	591,909	634,172	614,390
Special Investigations Unit	122,593	155,083	187,919	169,669
D.A.R.E.	70,309	68,330	75,212	75,857
Professional Standards	149,864	153,622	167,452	162,612
Off-Duty Contractual	62,414	72,124	66,031	66,717
Traffic Unit	269,115	340,209	367,754	363,180
Total	\$ 5,367,047	\$ 5,457,153	\$ 5,937,010	\$ 5,920,593

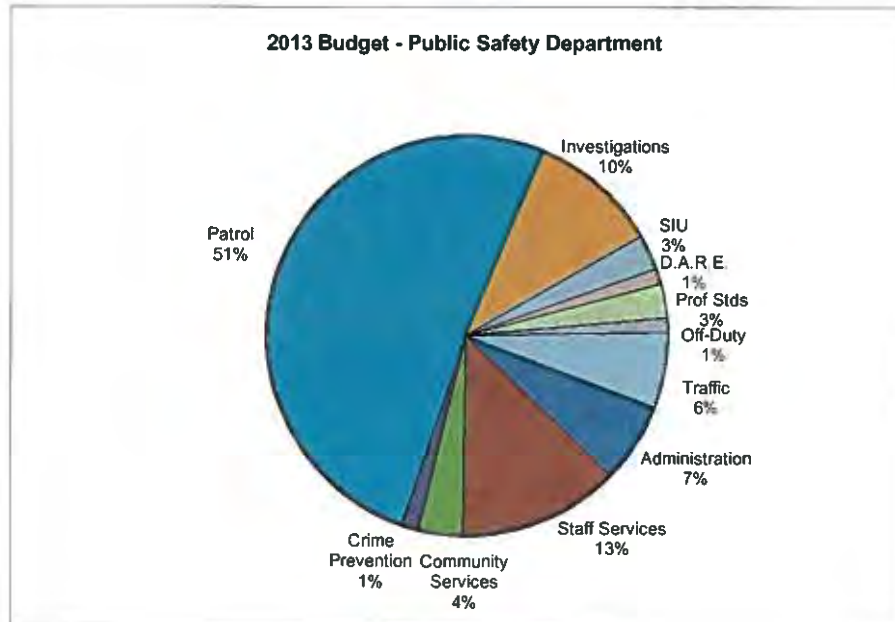
	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Expenditures by Character				
Personal Services	\$ 4,731,272	\$ 4,756,751	\$ 5,076,762	\$ 5,023,959
Contract Services	399,922	425,931	513,408	582,564
Commodities	160,887	166,086	202,340	207,570
Capital Outlay	74,966	108,385	144,500	106,500
Debt Service	-	-	-	-
Total	\$ 5,367,047	\$ 5,457,153	\$ 5,937,010	\$ 5,920,593

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Expenditures by Fund				
General Fund	\$ 5,296,956	\$ 5,388,924	\$ 5,861,798	\$ 5,844,736
Special Alcohol Fund	70,091	68,229	75,212	75,857
Total	\$ 5,367,047	\$ 5,457,153	\$ 5,937,010	\$ 5,920,593

Full-time Equivalent Positions	2010 Actual	2011 Actual	2012 Budget	2013 Budget
	60.00	62.00	61.00	63.00

Notes

- The 2012 budget included two additional officers



City of Prairie Village 2013 Budget

**Department: Public Safety
Program: Administration**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 246,723	\$ 240,055	\$ 245,436	\$ 244,790
Contract Services	103,583	116,934	128,592	128,779
Commodities	8,401	6,524	10,340	10,340
Capital Outlay	0	0	500	500
Total	\$ 358,707	\$ 363,513	\$ 384,868	\$ 384,409

Expenditures by Fund

General Fund	\$ 358,707	\$ 363,513	\$ 384,868	\$ 384,409
Total	\$ 358,707	\$ 363,513	\$ 384,868	\$ 384,409

Full-time Equivalent Positions

	3.00	3.00	2.00	2.00
Police Chief	1.00	1.00	1.00	1.00
Police Sergeant	1.00	1.00	-	-
Executive Assistant	-	1.00	1.00	1.00
Office Manager	1.00	-	-	-
Total	3.00	3.00	2.00	2.00

Notes

- In 2010, the budget for maintenance of the Public Safety Center was moved to the Public Safety Center Operation & Maintenance program within the Public Works Department as part of the consolidation of all building maintenance activities within Public Works.

2013 Capital Outlay Budget Includes the Following:

Replace Office Chairs	\$ 500
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**City of Prairie Village
2013 Budget**

**Department: Public Safety
Program: Staff Services**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 561,047	\$ 609,940	\$ 635,578	\$ 637,748
Contract Services	83,201	100,866	119,782	107,258
Commodities	15,592	12,012	18,950	19,050
Capital Outlay	0	519	1,000	1,500
Total	\$ 659,840	\$ 723,337	\$ 775,310	\$ 765,556

Expenditures by Fund				
General Fund	\$ 659,840	\$ 723,337	\$ 775,310	\$ 765,556
Total	\$ 659,840	\$ 723,337	\$ 775,310	\$ 765,556

Full-time Equivalent Positions				
	11.00	10.00	10.00	10.00
Police Captain	1.00	-	-	-
Communications Supervisor	1.00	1.00	1.00	1.00
Dispatcher	6.00	6.00	6.00	6.00
Administrative Support Specialist	-	-	-	-
Records Clerk	2.00	2.00	2.00	2.00
Property Room Clerk	1.00	1.00	1.00	1.00
Total	11.00	10.00	10.00	10.00

2013 Capital Outlay Budget Includes the Following:

Replace Office Chairs	\$ 1,500
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**City of Prairie Village
2013 Budget**

**Department: Public Safety
Program: Community Services**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 160,198	\$ 148,526	\$ 155,431	\$ 152,286
Contract Services	31,267	29,892	33,225	48,006
Commodities	8,559	10,968	9,230	9,139
Capital Outlay	26,033	0	0	0
Total	\$ 226,057	\$ 189,387	\$ 197,886	\$ 209,431

Expenditures by Fund				
General Fund	\$ 226,057	\$ 189,387	\$ 197,886	\$ 209,431
Total	\$ 226,057	\$ 189,387	\$ 197,886	\$ 209,431

Full-time Equivalent Positions				
	4.00	4.00	4.00	4.00
Community Service Officer	2.00	2.00	2.00	2.00
Crossing Guard	2.00	2.00	2.00	2.00
Total	4.00	4.00	4.00	4.00

**City of Prairie Village
2013 Budget**

**Department: Public Safety
Program: Crime Prevention**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 63,706	\$ 68,609	\$ 77,162	\$ 77,705
Contract Services	3,346	2,972	3,452	3,788
Commodities	2,237	1,955	2,575	2,738
Capital Outlay	0	0	0	500
Total	\$ 69,290	\$ 73,536	\$ 83,189	\$ 84,730
Expenditures by Fund				
General Fund	\$ 69,290	\$ 73,536	\$ 83,189	\$ 84,730
Total	\$ 69,290	\$ 73,536	\$ 83,189	\$ 84,730
Full-time Equivalent Positions				
	1.00	1.00	1.00	1.00
Police Officer	1.00	1.00	-	-
Sergeant	-	-	1.00	1.00
Total	1.00	1.00	1.00	1.00

**City of Prairie Village
2013 Budget**

**Department: Public Safety
Program: Patrol**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 2,616,896	\$ 2,449,646	\$ 2,633,377	\$ 2,614,604
Contract Services	89,504	96,956	121,340	181,379
Commodities	98,957	101,505	123,000	125,056
Capital Outlay	48,933	77,995	119,500	103,000
Total	\$ 2,854,290	\$ 2,726,102	\$ 2,997,217	\$ 3,024,040

Expenditures by Fund				
General Fund	\$ 2,854,290	\$ 2,726,102	\$ 2,997,217	\$ 3,024,040
Total	\$ 2,854,290	\$ 2,726,102	\$ 2,997,217	\$ 3,024,040

Full-time Equivalent Positions				
	29.00	30.00	30.00	32.00
Police Captain	1.00	1.00	1.00	1.00
Police Sergeant	4.00	4.00	4.00	4.00
Police Corporal	4.00	4.00	4.00	4.00
Police Officer	20.00	21.00	21.00	23.00
Total	29.00	30.00	30.00	32.00

Notes

- The 2012 increase in FTE for the Police Officer position is due to the addition of 2 patrol officers associated with the COPS Grant program.
- The decrease in FTE for the Police Officer position is due to the elimination of the position associated with the CALEA program. The City discontinued its membership in this organization in 2009.

2013 Capital Outlay Budget Includes the Following:

Miscellaneous equipment	\$ 12,500
Police Vehicles (4)	79,500
Taser replacement (10)	9,000
Office Equipment	2,000
Total	\$ 103,000

**City of Prairie Village
2013 Budget**

**Department: Public Safety
Program: Investigations**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 495,259	\$ 542,069	\$ 566,679	\$ 565,831
Contract Services	18,582	15,717	28,768	30,584
Commodities	10,727	13,350	15,225	16,975
Capital Outlay	0	20,773	23,500	1,000
Total	\$ 524,568	\$ 591,909	\$ 634,172	\$ 614,390
Expenditures by Fund				
General Fund	\$ 524,568	\$ 591,909	\$ 634,172	\$ 614,390
Total	\$ 524,568	\$ 591,909	\$ 634,172	\$ 614,390
Full-time Equivalent Positions				
	5.00	6.00	6.00	6.00
Police Captain	1.00	1.00	1.00	1.00
Police Sergeant	-	1.00	1.00	1.00
Police Officer	4.00	4.00	4.00	4.00
Total	5.00	6.00	6.00	6.00

**City of Prairie Village
2013 Budget**

**Department: Public Safety
Program: Special Investigations Unit**

	2010	2011	2012	2013
	Actual	Actual	Budget	Budget
Program Expenditures				
Personal Services	\$ 115,407	\$ 146,240	\$ 177,489	\$ 158,402
Contract Services	4,914	5,348	6,180	6,567
Commodities	2,273	3,495	4,250	4,700
Capital Outlay	0	0	0	0
Total	\$ 122,593	\$ 155,083	\$ 187,919	\$ 169,669
Expenditures by Fund				
General Fund	\$ 122,593	\$ 155,083	\$ 187,919	\$ 169,669
Total	\$ 122,593	\$ 155,083	\$ 187,919	\$ 169,669
Full-time Equivalent Positions				
	2.00	2.00	2.00	2.00
Police Corporal	1.00	1.00	1.00	1.00
Police Officer	1.00	1.00	1.00	1.00
Total	2.00	2.00	2.00	2.00

**City of Prairie Village
2013 Budget**

**Department: Public Safety
Program: D.A.R.E.**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 63,075	\$ 62,133	\$ 67,943	\$ 68,326
Contract Services	3,149	3,105	3,409	3,568
Commodities	4,085	3,092	3,860	3,963
Capital Outlay	0	0	0	0
Total	\$ 70,309	\$ 68,330	\$ 75,212	\$ 75,857
Expenditures by Fund				
General Fund	\$ 218	\$ 101	\$ -	\$ -
Special Alcohol Fund	70,091	68,229	75,212	75,857
Total	\$ 70,309	\$ 68,330	\$ 75,212	\$ 75,857
Full-time Equivalent Positions				
	1.00	1.00	1.00	1.00
Police Officer	1.00	1.00	1.00	1.00
Total	1.00	1.00	1.00	1.00

**City of Prairie Village
2013 Budget**

**Department: Public Safety
Program: Professional Standards**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 97,365	\$ 107,725	\$ 109,233	\$ 103,546
Contract Services	51,567	44,624	57,519	58,366
Commodities	932	1,274	700	700
Total	\$ 149,864	\$ 153,622	\$ 167,452	\$ 162,612
Expenditures by Fund				
General Fund	\$ 149,864	\$ 153,622	\$ 167,452	\$ 162,612
Total	\$ 149,864	\$ 153,622	\$ 167,452	\$ 162,612
Full-time Equivalent Positions				
	1.00	1.00	1.00	1.00
Police Sergeant	1.00	1.00	1.00	1.00
Total	1.00	1.00	1.00	1.00

**City of Prairie Village
2013 Budget**

**Department: Public Safety
Program: Off-Duty Contractual**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 61,454	\$ 71,381	\$ 65,292	\$ 65,273
Contract Services	960	743	739	1,444
Total	\$ 62,414	\$ 72,124	\$ 66,031	\$ 66,717
Expenditures by Fund				
General Fund	\$ 62,414	\$ 72,124	\$ 66,031	\$ 66,717
Total	\$ 62,414	\$ 72,124	\$ 66,031	\$ 66,717
Full-time Equivalent Positions	-	-	-	-

**City of Prairie Village
2013 Budget**

**Department: Public Safety
Program: Traffic Unit**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 250,141	\$ 310,425	\$ 343,142	\$ 335,445
Contract Services	9,850	8,775	10,402	12,825
Commodities	9,124	11,911	14,210	14,910
Capital Outlay	0	9,098	0	0
Total	\$ 269,115	\$ 340,209	\$ 367,754	\$ 363,180
Expenditures by Fund				
General Fund	\$ 269,115	\$ 340,209	\$ 367,754	\$ 363,180
Total	\$ 269,115	\$ 340,209	\$ 367,754	\$ 363,180
Full-time Equivalent Positions				
	3.00	4.00	4.00	4.00
Police Officer	3.00	4.00	4.00	4.00
Total	3.00	4.00	4.00	4.00

City of Prairie Village 2013 Budget

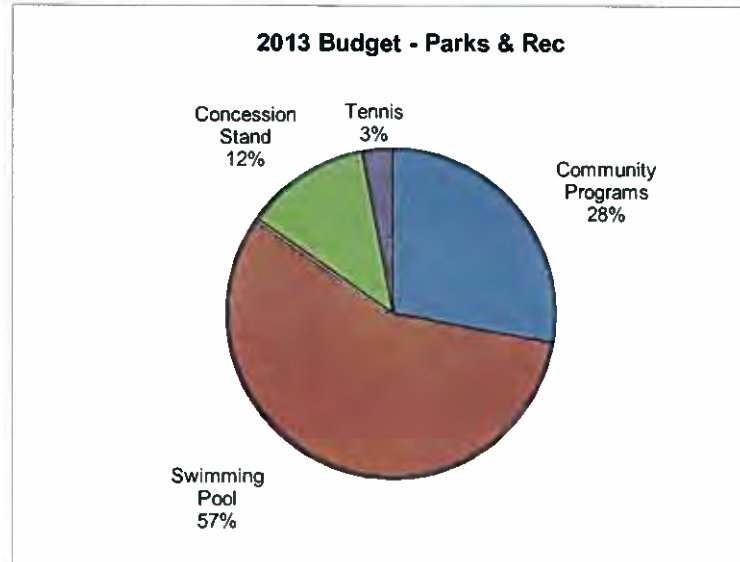
Department: Parks & Community Programs

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Expenditures by Program				
Community Programs	\$ 139,197	\$ 146,922	\$ 161,353	\$ 172,463
Swimming Pool	300,271	311,759	339,581	351,918
Concession Stand	66,223	58,477	76,527	76,048
Tennis	15,012	13,017	17,770	18,479
Total	\$ 520,702	\$ 530,176	\$ 595,231	\$ 618,908

Expenditures by Character				
Personal Services	\$ 371,333	\$ 373,678	\$ 400,567	\$ 409,429
Contract Services	87,311	97,490	102,589	117,054
Commodities	45,300	40,830	56,075	56,425
Capital Outlay	16,758	18,178	36,000	36,000
Debt Service	-	-	-	-
Contingency	-	-	-	-
Total	\$ 520,702	\$ 530,176	\$ 595,231	\$ 618,908

Expenditures by Fund				
General Fund	\$ 505,702	\$ 515,176	\$ 580,231	\$ 603,908
Special Alcohol Fund	15,000	15,000	15,000	15,000
Debt Service Fund	0	0	0	0
Total	\$ 520,702	\$ 530,176	\$ 595,231	\$ 618,908

Full-time Equivalent Positions	20.80	20.80	20.80	20.80
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City of Prairie Village 2013 Budget

Department: Parks & Community Programs Program: Community Programs

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 63,903	\$ 65,002	\$ 68,644	\$ 68,421
Contract Services	60,295	65,814	58,959	70,292
Commodities	0	1,107	2,750	2,750
Capital Outlay	15,000	15,000	31,000	31,000
Total	\$ 139,197	\$ 146,922	\$ 161,353	\$ 172,463

Expenditures by Fund				
General Fund	\$ 124,197	\$ 131,922	\$ 146,353	\$ 157,463
Special Alcohol Fund	15,000	15,000	15,000	15,000
Total	\$ 139,197	\$ 146,922	\$ 161,353	\$ 172,463

Full-time Equivalent Positions				
	0.78	0.78	0.78	0.78
Management Assistant	0.78	0.78	0.78	0.78
Total	0.78	0.78	0.78	0.78

Notes

- Programs include Arts Council, Environmental Committee, Sister City and Village Fest
 -2013 contract services budget includes \$6,000 for Arts Council (Art Sales) and \$5,000 for Village Fest

2013 Capital Outlay Budget Includes the Following:

MPR Furniture	\$ 16,000
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**City of Prairie Village
2013 Budget**

**Department: Parks & Community Programs
Program: Swimming Pool**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 264,606	\$ 268,214	\$ 279,041	\$ 288,126
Contract Services	22,705	28,550	37,740	41,492
Commodities	11,254	11,817	17,800	17,300
Capital Outlay	1,705	3,178	5,000	5,000
Total	\$ 300,271	\$ 311,759	\$ 339,581	\$ 351,918

Expenditures by Fund				
General Fund	\$ 300,271	\$ 311,759	\$ 339,581	\$ 351,918
Total	\$ 300,271	\$ 311,759	\$ 339,581	\$ 351,918

Full-time Equivalent Positions				
	16.82	16.82	16.82	16.82
Management Assistant	0.22	0.22	0.22	0.22
Pool Manager	0.35	0.35	0.35	0.35
Assistant Pool Manager	0.50	0.50	0.50	0.50
Guards	14.75	14.75	14.75	14.75
Coaches	1.00	1.00	1.00	1.00
Total	16.82	16.82	16.82	16.82

Notes

2013 Capital Outlay Budget Includes the Following:

Pool Vacuum/Misc	\$ 5,000
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**City of Prairie Village
2013 Budget**

**Department: Parks & Community Programs
Program: Concession Stand**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 29,767	\$ 30,069	\$ 37,773	\$ 37,773
Contract Services	2,708	1,570	3,679	3,200
Commodities	33,695	26,838	35,075	35,075
Capital Outlay	52	0	0	0
Total	\$ 66,223	\$ 58,477	\$ 76,527	\$ 76,048
Expenditures by Fund				
General Fund	\$ 66,223	\$ 58,477	\$ 76,527	\$ 76,048
Total	\$ 66,223	\$ 58,477	\$ 76,527	\$ 76,048
Full-time Equivalent Positions				
	3.00	3.00	3.00	3.00
Concession Worker	3.00	3.00	3.00	3.00
Total	3.00	3.00	3.00	3.00

**City of Prairie Village
2013 Budget**

**Department: Parks & Community Programs
Program: Tennis**

	2010 Actual	2011 Actual	2012 Budget	2013 Budget
Program Expenditures				
Personal Services	\$ 13,057	\$ 10,393	\$ 15,109	\$ 15,109
Contract Services	1,603	1,556	2,211	2,070
Commodities	351	1,068	450	1,300
Total	\$ 15,012	\$ 13,017	\$ 17,770	\$ 18,479
Expenditures by Fund				
General Fund	\$ 15,012	\$ 13,017	\$ 17,770	\$ 18,479
Total	\$ 15,012	\$ 13,017	\$ 17,770	\$ 18,479
Full-time Equivalent Positions				
	0.20	0.20	0.20	0.20
Tennis Instructor	0.20	0.20	0.20	0.20
Total	0.20	0.20	0.20	0.20

**City of Prairie Village
Equipment Reserve Fund**

	2010 Actual	2011 Actual	2012 Budget	2012 Estimate	2013 Budget
Fund Balance 1/1	\$ 728,827	\$ 717,497	\$ 594,403	\$ 552,491	\$ 391,906
Revenues:					
Intergovernmental	201,359	-	-	-	-
Interest on Investments	3,930	2,412	500	500	2,000
Total Revenue	205,289	2,412	500	500	2,000
Transfers from Other funds:					
Transfer from General Fund	405,902	253,230	252,500	252,500	275,000
Transfer from Stormwater Utility Fund	90,000	90,000	-	-	-
Transfer from Economic Dev Fund	-	-	-	-	-
Total	495,902	343,230	252,500	252,500	275,000
Total Sources	701,191	345,642	253,000	253,000	277,000
Expenditures:					
Capital Outlay	712,521	510,648	255,000	413,585	420,000
Total Expenditures	712,521	510,648	255,000	413,585	420,000
Total Uses	712,521	510,648	255,000	413,585	420,000
Sources Over(Under) Uses	(11,330)	(165,006)	(2,000)	(160,585)	(143,000)
Fund Balance @ 12/31	\$ 717,497	\$ 552,491	\$ 592,403	\$ 391,906	\$ 248,906

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

Expenditures: Acquisition of equipment

**City of Prairie Village
Equipment Reserve Fund**

	2013 Budget	2012 Carryover	2013 Estimate	2013 Remaining
IT Projects				
Fixed Assets Barcode Scanner	\$ 2,000			\$ 2,000
Back-up Server Replacement	\$ 30,000			\$ 30,000
MS Office Upgrade	\$ 40,000			\$ 40,000
Server Replacement	\$ 15,000			\$ 15,000
PW Management Software	\$ 100,000			\$ 100,000
PV Notify	\$ 10,000			\$ 10,000
GIS Upgrade	\$ 5,000			\$ 5,000
School Zone Signals	\$ 25,000			\$ 25,000
Code Enforcement Software	\$ 10,000			\$ 10,000
Total IT Projects	\$ 237,000	\$ -	\$ -	\$ 237,000
Equipment/Vehicle Replacement				
Public Works Dump Truck	\$ 155,000	\$ (2,711)		\$ 152,289
Public Works Vehicles	\$ 28,000			\$ 28,000
Total Equipment/Vehicle Replacement	\$ 183,000	\$ (2,711)	\$ -	\$ 180,289
Total Expenditures	\$ 420,000	\$ (2,711)	\$ -	\$ 417,289

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
June 04, 2012
7:30 PM**

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

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

By Staff

- 1. Approve Regular Council Meeting Minutes - May 21, 2012
- 2. Approve the agreement with Johnson County for the use of CDBG funds for Project SARD0001- Sagamore Drive from 75th Street to 76th Street
- 3. Ratify the appointment of Peter Jarosewycz to the Prairie Village Sister City Committee completing the term of Dick Bills, expiring in April, 2014
- 4. Approve the following contracts for VillageFest 2012: Earl Haas (Pays \$175.00); Del Sawyer (Pays \$175.00); Blake Freeman (\$140.00); American Waste Systems Inc. (\$827.00); Laughing Matters (\$500.00); Trent Carter (Pays \$175.00); Giggles n Jiggles (\$650.00); Susan Lee (\$100.00); Hiccup Productions Inc. (\$2,300.00)

By Committee

- 1. Approve Discontinuing the School Crossing Guard Position at West 83rd Street and Juniper Lane in accordance with Council Policy #345 (Council Committee of the Whole Minutes - May 21, 2012)
- 2. Approve the bid from Cargill for the purchase of Highway Rock Salt at \$49.75 per ton delivered and the purchase of up to 400 ton of Clearland enhanced Deicer at a cost of \$73.24 per ton delivered (Council Committee of the Whole Minutes - May 21, 2012)
- 3. Approve a 3% increase in the fees charged for Rental, Arborist, Pesticide, Home Occupation and Administrative/Retail Business Licenses effective January 1, 2013 or with the issuance of 2013 licenses (Council Committee of the Whole - May 21, 2012)

- VI. **MAYOR'S REPORT**

VII. **COMMITTEE REPORTS**

Council Committee of the Whole

COU2012-31 Consider the Approval of Street Repairs related to the 2009
Street Paving Program

Environment/Recycle Committee - Ruth Hopkins

Update on Community Garden Grant
Discussion regarding bottled water use at Council meetings

VIII. **STAFF REPORTS**

IX. **OLD BUSINESS**

X. **NEW BUSINESS**

XI. **ANNOUNCEMENTS**

XII. **ADJOURNMENT**

If any individual requires special accommodations - for example, qualified interpreter, large print, reader, hearing assistance - in order to attend the meeting, please notify the City Clerk at 385-4616, no later than 48 hours prior to the beginning of the meeting.

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

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
May 21, 2012**

The City Council of Prairie Village, Kansas, met in regular session on Monday, May 21, 2012, 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: Ashley Weaver, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Andrew Wang, Brooke Morehead, David Morrison, Ted Odell and David Belz.

Also present were: Wes Jordan, Chief of Police; Bruce McNabb, Director of Public Works; Pete Heaven, representing the City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director; Chris Engel, Assistant to the City Administrator; Joyce Hagen Mundy, City Clerk.

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

PUBLIC PARTICIPATION

Mayor Shaffer asked that comments on the proposed amendment to the Comprehensive Plan be given during "Committee Reports" when that item would be considered by the Council.

No one addressed the City Council and public participation was closed.

CONSENT AGENDA

Ted Odell asked that item #1 be removed from the Consent Agenda for discussion. David Morrison moved the approval of the Consent Agenda for May 21, 2012, except item #1:

1. Removed
2. Approve Claims Ordinance 2895
3. Approve the following contracts for VillageFest 2012

Games 2U	Video Game Van	\$ 400.00
Inflatabilites	Inflatables	\$1,605.00
Debbie Jackson Productions	DJ Services	\$ 900.00
Renegade Cow Productions	Headlining Band	\$1,200.00
4. Approve renewal of annual agreement for weed abatement services with Big Green, Inc. at the same rate provided in existing agreement
5. Approve agreement with Kansas City Crime Commission for TIPS Hotline Crime Stoppers Program at a cost of \$3,000
6. Authorize the renaming of Meadowlake Park in honor of former Mayor Monroe Taliaferro
7. Adopt Ordinance 2255 amending Section 11-202 entitled "Same; Prima Facie Violation" of Article 2 entitled "Local Regulations", of Chapter 11, entitled "Public Offenses & Traffic" of the Municipal Code of the City of Prairie Village, Kansas
8. Approve the 2013-2017 County Assistance Roads System (CARS) Program

A roll call vote was taken with the following members voting "aye": Weaver, Warman, Hopkins, Noll, Kelly, Wang, Morehead, Morrison, Odell and Belz.

Ted Odell noted a correction on the discussion of the purchase of laptops. The City Clerk noted the correction would be made to the Council Committee of the Whole minutes.

David Morrison moved the approval of the regular council meeting minutes of May 7, 2012. The motion was seconded by Ted Odell and passed unanimously.

MAYOR'S REPORT

Mayor Shaffer stated the Mayor's Report was given at the earlier Council Committee of the Whole meeting.

COMMITTEE REPORTS

Planning Commission

PC2012-05 Consider Comprehensive Plan Amendment for the former Mission Valley Middle School Site

Mayor Shaffer noted the public hearing on this item was held before the Planning Commission on May 1, 2012; however, he would allow individuals to address the Council after the presentation of the Planning Commission recommendation by Dennis Enslinger. He asked for comments to be brief and for speakers to give their name and address.

Dennis Enslinger stated on February 6, 2011, the City Council voted not to move forward with the Comprehensive Plan Amendment for 84th & Mission Road and directed staff to prepare a Comprehensive Plan Amendment for just the Mission Valley Middle School site, based on the uses in the R-1a District in which it is currently zoned.

The proposed amendment would be incorporated into Chapter 8 entitled "Potential Redevelopment" and follows the same format used for Somerset Elementary School. Residential neighbors and the property owner were provided with a draft copy of the proposed Comprehensive Plan Amendment to obtain their input. Many of the changes suggested by the Mission Valley Neighborhood Homes Association have been incorporated into the document.

The property owner of record, MVS, LLC, provided comments and suggested changes prior to the Planning Commission meeting. The Planning Commission did not

adopt the recommended language proposed by the property owners as they did not feel it met the intent of the City Council direction to prepare a comprehensive plan limiting the future uses to the R-1a zoning district. The Planning Commission has recommended the Governing Body adopt the proposed Comprehensive Plan

Mr. Enslinger stated the City Council can take one of the following actions:

- 1) Uphold the recommendation of the Planning Commission to adopt the proposed amendment. This requires a simple majority vote.
- 2) Overturn the recommendation of the Planning Commission and deny the proposed amendment or make modifications to the proposed amendment. This requires nine (9) affirmative votes.
- 3) Return the item back to the Planning Commission for consideration, which requires a simple majority vote. If the item is returned to the Planning Commission, the City Council should provide direction to the Planning Commission.
- 4) Table consideration of the item to a later date.

Mr. Enslinger added if the Governing Body approves the proposed comprehensive plan amendment, it will also need to approve Ordinance No. 2258 repealing Ordinance No. 2245 which established a temporary moratorium on all rezoning and special use permits in the area in and around the former site of the Mission Valley Middle School.

Mayor Shaffer opened the meeting to public comment on this item.

John Duggan, representing the Mission Valley Neighborhood Association, expressed the association's support of the proposed amendment as prepared by staff. They feel it is consistent with the direction given the staff by the Governing Body on February 6, 2012. He opposes the suggested broadening of the language proposed by MVS, LLC and urged the City Council to adopt the amendment as recommended by the Planning Commission.

Brian Doerr, 4000 West 86th Street, a resident and representative of the neighborhood association spoke in support of the acceptance of the Planning Commission's unanimous recommendation for approval of the Comprehensive Plan Amendment directing the development of the property consistent with the allowed uses in R-1a (Single Family Residential Zoning District). Mr. Doerr reviewed the issues as identified by staff in the development of the site as found in the proposed amendment.

Craig Satterlee, 8600 Mission Road, stated as a property owner located very close to the Mission Valley Middle School site, he is very concerned with the prospect of this land being developed as a Mixed-Use District noting concerns with increased traffic along Mission Road, decreased property values for the surrounding residential properties and the negative impact of additional retail development on the existing area shops. Mr. Satterlee supports the proposed amendment as presented and asked the City Council when they receive a proposal for rezoning to keep this property R-1a.

Charles Miller, 8520 Delmar, attorney for MVS, LLC., stated the property owners believe their suggested changes are appropriate for the Comprehensive Plan amendment which is a guide for the development of property and land use in the City. A Comprehensive Plan does not dictate what to do, there are several factors that need to be considered in a land use application and the City Council and Planning Commission will need to weigh those considerations carefully.

Mr. Miller noted the misrepresentations that developed because a specific plan for the development was not available. He felt in some cases the neighborhood was operating out of fear of the worst possible development scenario. He stated it is time to move forward and the owners are currently working on a development plan that will be

presented to both the City and the neighborhood. This will not be a take it or leave it plan, but a progressive plan as input is received from different groups of people. There will be a process that hopefully will lead to the best possible use of this site.

With no one else wishing to address the City Council, public comment was closed at 7:50 p.m.

David Morrison moved the Governing Body adopt Ordinance No. 2257 adopting the Comprehensive Plan Amendment for the former Mission Valley Middle School site and authorize the Mayor to sign the effectuating ordinance. The motion was seconded by Ted Odell.

A roll call vote was taken with the following members voting “aye”: Weaver, Warman, Noll, Kelly, Wassmer, Morehead, Clark, Morrison, Odell, Belz and Shaffer; voting “nay” Hopkins, Wang. The motion passed by a vote of 9 to 2.

STAFF REPORTS

Mayor Shaffer announced that staff reports were given at the Council Committee meeting earlier this evening.

OLD BUSINESS

COU2012-28 Consider Ordinance No. 2258 Repealing Ordinance No. 2245 which established a temporary moratorium on all rezoning and special use permits in the area in and around the former site of the Mission Valley Middle School.

David Morrison moved the Governing Body adopt Ordinance No. 2258 repealing Ordinance No. 2245 which established a temporary moratorium on all Rezoning and Special Use Permit applications in the area in and around the former site of the Mission Valley Middle School. The motion was seconded by Steve Noll.

A roll call vote was taken with the following votes cast: “aye” Weaver, Warman, Hopkins, Noll, Kelly, Wang, Morehead, Morrison, Odell, Belz, and Shaffer. Mayor Shaffer declared the ordinance adopted.

Mayor Shaffer recognized several Boy Scouts from Troop 282 attending for the “Citizenship and the Community” badge requirements and their leaders and parents.

Council Laptops

Andrew Wang noted that at the last meeting the Council discussed whether to replace their existing laptops with an iPad or tablet type device. He stated he had given the issue a lot of thought over the past two weeks and strongly feels a tablet type device is more appropriate for the purpose for which Council uses the devices - to access the Council packet electronically at Council meetings and to receive and respond to e-mails from residents. A laptop computer is not necessary for these actions. The iPad with the applications presented by staff would allow council members to make notes on documents, send and receive documents and access information electronically with a greater portability for use during meetings.

Michael Kelly stated that iPads are not toys - they are the direction technology is going with multiple free applications available to allow for multiple functionality. He encouraged council members to move forward with this new technology. Mr. Kelly noted that existing council members could possibly be grandfathered and given the option to purchase their computers from the city for continued use.

Ted Odell stated he felt either option was acceptable. David Belz stated he supported iPads during the discussion at the last meeting and questioned if the decision

had not already been made. He expressed concern about revisiting the discussion without all of the council present.

Mayor Shaffer confirmed that no motion was made during the last meeting. Council members indicated their preference with 5 supporting laptops with 4 supporting iPad/tablets.

Andrew Wang moved to direct staff to purchase iPad/tablet type devices for the replacement of the existing laptops and for new council members wanting city provided devices. The motion was seconded by Michael Kelly.

David Belz expressed concern with giving staff direction at one meeting and changing the direction at the next. Dale Warman confirmed no official motion was made on the purchase of laptops.

The motion was voted on and passed by a vote of 8 to 1.

NEW BUSINESS

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

ANNOUNCEMENTS

Committee meetings scheduled for the next two weeks include:

Environment/Recycle Committee	05/23/2012	7:00 p.m.
VillageFest Committee	05/24/2012	7:00 p.m.
JazzFest Committee	05/30/2012	7:00 p.m.
Council Committee of the Whole	06/04/2012	6:00 p.m.
City Council	06/04/2012	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce a photography exhibit by Julie Fallone in the R. G. Endres Gallery for the month of May.

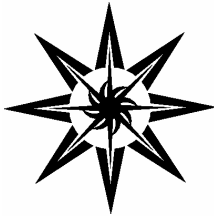
Recreation memberships are for sale in the City Clerk's Office. The pool opens Saturday, May 26th at 11:00 a.m.

The City offices will be closed Monday, May 28th in observance of the Memorial Day Holiday. Deffenbaugh also observes this holiday, so trash services will also be delayed one day.

ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 8:15 p.m.

Joyce Hagen Mundy
City Clerk



PUBLIC WORKS DEPARTMENT

Council Meeting Date: June 4, 2012

CONSENT AGENDA: CONSIDER AGREEMENT WITH JOHNSON COUNTY RELATED TO THE USE OF CDBG FUNDS FOR PROJECT SARD0001- SAGAMORE DRIVE FROM 75TH STREET TO 76TH STREET.

RECOMMENDATION

Staff recommends the City Council approve the agreement with Johnson County for the use of CDBG funds for Project SARD0001- Sagamore Drive from 75th Street to 76th Street.

BACKGROUND

This project on Sagamore Drive from 75th Street to 76th Street was selected by Johnson County to receive \$180,000 in Community Development Block Grant (CDBG) funds. The street will be fully rehabilitated with new concrete and asphalt. This agreement covers the funding level and details related to the use of these funds. The project will be constructed in 2012 and has a total budget of \$225,000.00. Funding above the \$180,000 amount will be paid for by the City.

FUNDING SOURCE

Funding is available in the 2012 CIP under project CDBG Project.

ATTACHMENTS

1. CDBG Agreement with Johnson County

PREPARED BY

Keith Bredehoeft, Project Manager

May 29, 2012

SUBRECIPIENT AGREEMENT

AN AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE, KANSAS, AND JOHNSON COUNTY, KANSAS, A CDBG URBAN COUNTY, FOR THE ESTABLISHMENT AND DEVELOPMENT OF COMMUNITY DEVELOPMENT BLOCK GRANTS/ENTITLEMENT GRANTS (CFDA No. 14.218), PROJECT NUMBER 2012-13.

THIS SUBRECIPIENT AGREEMENT is made and entered into by and between the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as "County" and the City of Prairie Village, Kansas hereinafter referred to as "Subrecipient".

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", for Federal assistance under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, pursuant to said Grant Agreement the County is obligated to require the compliance with certain terms and conditions therein by any third-party with whom the County contracts for the use of funds provided thereby; and

WHEREAS, pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended, the County has authorized the use of funds provided in conjunction with said Grant Agreement for a Community Development (CD) project to be administered by the Subrecipient; and

WHEREAS, said CD project has been determined by the County to meet the national objective of benefiting low- and moderate-income persons; and

WHEREAS, said CD project has been determined by the County to be an eligible Public Facilities and Improvements project, under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the County requires, as a condition precedent to the County's requesting from HUD a release of funds for said CD project, the execution of this Subrecipient Agreement;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises, covenants, conditions, and agreements hereinafter set forth, it is agreed by the parties hereto as follows:

Article I Statement of Work

- A.** The Subrecipient agrees to perform or carry out the Project described in Subrecipient's Application for funding, dated May 26, 2011 and incorporated herein by reference and on file in the County's Community Development office. The Subrecipient will use CDBG funds **"to reconstruct the pavement of 850 feet of residential street pavement and replacement of all curb and gutter on both sides of Sagamore Road between 75th and 76th Street."**
- B.** Subject to the provisions of Article III, General Terms and Conditions, of this Subrecipient Agreement, the County agrees to provide funding to the Subrecipient in an amount not to exceed **\$180,000**.
- C.** The County shall not authorize the Subrecipient to draw on funds unless said funds are to provide for payment for work, as set forth in the Subrecipient's Application. The authorization provided by this section shall be limited by the amount established in Article I. B.
- D.** The period of performance for activities assisted by this Subrecipient Agreement shall commence

on January 1, 2012 and be completed by December 31, 2012, except for those activities required for project closeout.

E. Reports

1. The Subrecipient agrees to submit quarterly progress reports on a form supplied by the County. These reports are due in the County's Community Development office on April 10th, July 10th, and October 10th.
2. The Subrecipient further agrees to submit a completed Project Beneficiary Information form for the full program year, supplied by the County's Community Development office, for any activity remaining open at the end of the 2012 grant year. This report is due in the County's Community Development office by January 4, 2013.

F. If it is known or anticipated that the activity funded by this grant will not be closed out by December 31, 2012, a request for an extension must be made in writing to the County's Community Development Coordinator. The request will explain the reason(s) why the activity will not be completed by December 31, 2012 and provide a firm timeline for completion. If a request for an extension is not submitted, no future reimbursements will be made until a request for an extension is submitted. The request must be received by December 7, 2012 and signed by the Mayor of the City.

Article II Definitions

Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein. Further definitions are as follows:

- A. **"Application"** means all papers, documents, exhibits, maps, etc., submitted by the Subrecipient's Project as part of the County's CD Program, and any amendments, supplements, or revisions thereto submitted prior to the County seeking from HUD a release of funds for said projects.
- B. **"Assistance"** means the grants and any loans secured by loan guarantees provided under this Subrecipient Agreement.
- C. **"Assurances"** means the same certifications and assurances submitted by the County with its grant application pursuant to the requirements of 24 CFR Part 570.
- D. **"Program"** means the Community Development programs, projects, or other activities, including the administration thereof, with respect to which Assistance is being provided under this Subrecipient Agreement.
- E. **"Program Income"** means gross income received by the Subrecipient directly generated from the use of CDBG funds.
- F. **"Project"** means the activities outlined by the Subrecipient's Application and published by the County in its 2012 Action Plan for uses of Community Development funds.
- G. **"Subrecipient"** means each entity that receives funding pursuant to this Subrecipient Agreement.

Article III General Terms and Conditions

Upon execution of this Subrecipient Agreement, the County agrees to provide to the Subrecipient authorization to draw upon funds provided to the County pursuant to a Grant Agreement between the

County and HUD, provided, no draft shall be honored by the County until HUD has released funds for Subrecipient's CDBG Project. Said authorization shall be subject to the terms and conditions of this Subrecipient Agreement, any applicable laws, regulations and requirements of HUD, which are now or hereafter in effect, and all rules, regulations and requirements issued by the County.

The Subrecipient agrees that notwithstanding any other provision of this Subrecipient Agreement, any requirements of amendments to Title I of the Housing and Community Development Act of 1974, as amended, which supersede or are not provided for in the HUD program regulations shall govern the use of the Assistance provided until revised regulations implementing such requirements are published for effect.

Article IV Federal Regulations and Requirements

The Subrecipient shall provide to the County all Assurances and Certifications required of the County by HUD. This shall include assurances that the Subrecipient certifies that this grant will be conducted and administered in conformity with the following laws and requirements.

A. Affirmatively Furthering Fair Housing (24 CFR Part 570, Subpart K, 570.601)

The Subrecipient shall comply with Public Law 88-352 and Public Law 90-284 and Executive Order 111063, as amended by Executive Order 12259.

B. Nondiscrimination (24 CFR Part 570, Subpart K, 570.602)

The Subrecipient shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and any other applicable federal, state or local law, rule or regulation governing nondiscrimination.

C. Labor Standards (24 CFR Part 570, Subpart K, 570.603)

The Subrecipient shall comply with Section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work, that is valued in excess of \$2,000, assisted under this Subrecipient Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 USC 276a to 276a-5) and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the contractors and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable federal laws and regulations pertaining to labor standards. Residential rehabilitation in structures with less than eight (8) units is exempted from these labor standards.

D. Flood Disaster Program (24 CFR Part 570, Subpart K, 570.605)

The Subrecipient shall comply with Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with Assistance provided under this Subrecipient Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 USC 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with Assistance provided under this Subrecipient Agreement.

E. Displacement, Relocation, Acquisition, and Replacement of Housing (24 CFR Part 570, Subpart K, 570.606)

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1990, as amended:

The Subrecipient agrees for the duration of this Subrecipient Agreement to:

1. Ensure that owners of real property acquired for federal and federally assisted projects are treated fairly and consistently; encourage and expedite acquisition by agreements with such owners; minimize litigation and relieve congestion in the courts; and promote public confidence in federal and federally-assisted land acquisition programs; and
2. Comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1990 ("the Act"), as required under Section 570.606(a) (Title I of the Housing and Community Development Act of 1974, as amended) and federal implementing regulations; the requirements of Section 570.606(b) governing the residential antidisplacement and relocation assistance plan under Section 104(d) of the Act (including a certification that such a plan is being followed; the relocation requirements of Section 570.606(c) governing displacement subject to Section 104(K) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.

F. Equal Employment (24 CFR Part 570, Subpart K, 570.607)

The Subrecipient shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, Equal Employment Opportunity.

During the performance of this Subrecipient Agreement, the Subrecipient agrees as follows:

1. The Subrecipient shall not discriminate against any employee because of race, color, religion, sex, age, or national origin. The Subrecipient shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, handicap or familial status.
3. The Subrecipient shall incorporate foregoing requirements in all contracts that are deemed necessary to carry out Project activities.
4. The Subrecipient agrees that it will assist and cooperate actively with the Secretary of Labor and the County in obtaining the compliance of contractors and subcontractors with the above equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the Secretary in the discharge of its primary responsibility for securing compliance.

G. Contracting Opportunities (24 CFR Part 570, Subpart K, 570.607)

The Subrecipient shall comply with requirements of Section 3, of the Housing and Urban Development Act of 1968 (12 USC 1701U), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the Project.

The Subrecipient shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with Assistance provided under this Subrecipient Agreement, the Section 3 clause set forth in 24 CFR 135.

H. Lead-Based Paint (24 CFR Part 570, Subpart K, 570.608)

In the construction or rehabilitation of residential structures with Assistance provided under this Subrecipient Agreement the Subrecipient will comply with the Lead-Based Paint Regulations issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC 4832, et seq.) and the Lead Safe Housing Rule (24 CFR 35).

I. Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 570, Subpart K, 570.609)

The Subrecipient agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contract and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

J. Uniform Administrative Requirements and Cost Principles (24 CFR Part 570, Subpart K, 570.610)

The Subrecipient shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and OMB Circulars A-87 and A-133

K. Conflict of Interest (24 CFR Part 570, Subpart K, 570.611)

1. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Subrecipient Agreement or to any benefit to arise from the same.
2. Interest of Officers, Employees or Agents of Subrecipient, Members of Local Governing Body, or other Public Officials. No officer, employee or agent of the Subrecipient, or its designee, no officer, employee or agent of the County who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Subrecipient Agreement. The Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.
3. Prohibition Against Payments of Bonus or Commission. The Assistance provided under this Subrecipient Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such Assistance, or HUD approval of applications for additional Assistance, or any approval or concurrence of HUD required under this Subrecipient Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant,

managerial or other services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

L. Executive Order 12372 (24 CFR Part 570, Subpart K, 570.612)

Executive Order 12372, Intergovernmental Review of Federal Programs, applies to a CDBG funded activity only where the Subrecipient proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

M. Eligibility Restrictions for Certain Resident Aliens (24 CFR Part 570, Subpart K, 570.613)

Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities. Covered activities mean either:

1. Activities that have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons; or
2. Activities that are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (excluding activities serving the public at-large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

N. Architectural Barriers Act and the Americans With Disabilities Act (24 CFR Part 570, Subpart K, 570.614)

The Subrecipient shall comply with the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40) for residential structures, and Appendix A to 41 CFR Part 101-19, subpart 101-19.6.

The Subrecipient shall comply with the Americans With Disabilities Act which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

**Article V
County Rules, Regulations and Requirements**

A. Records

The Subrecipient shall maintain records with respect to all matters covered by this Subrecipient Agreement. At a minimum the following records will be maintained in a file for the CDBG funded Project:

- Citizen Participation
- Subrecipient Application
- Written agreement(s)
- Records demonstrating that the activity meets a National Objective
- Income eligibility records
- Project Beneficiary Forms
- Financial statement and records
- Purchasing records
- Audits
- Fair housing and equal opportunity records
- Construction Contracts and related documents
- Draw down requests (with source documentation, including invoices, purchase orders, etc).
- Monitoring reports and correspondence

Such records shall be maintained for a period of five (5) years after receipt of the final payment under this Subrecipient Agreement.

B. Program Income

The Subrecipient agrees to return Program Income to the County except where the Subrecipient can demonstrate its ability to use the income in accordance with requirements of Title I of the Housing, and Community Development Act of 1974, as amended. For purposes of this Subrecipient Agreement, Program Income includes, but is not limited to: proceeds from the disposition by sale or long term lease of real property purchased with CDBG funds; income from the temporary use or leasing of properties acquired with CDBG funds pending the disposition or use for which the property was acquired; payments of principal and interest on loans made using CDBG funds; and, interest earned on Program Income pending disposition of such income.

Program Income shall be recorded as part of the financial transaction of the grant program. Program Income received before expiration of this Subrecipient Agreement may be retained by the Subrecipient if the Program Income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds and that such Program Income shall affect withdrawals of grant funds as follows:

1. Program Income in the form of repayments to or interest earned on a revolving fund shall be disbursed before additional cash withdrawals are made.
2. All other Program Income shall be disbursed for eligible activities before additional cash withdrawals are made.
3. Program Income on hand at the expiration of this Subrecipient Agreement, or received after expiration of this Subrecipient Agreement, shall be returned to the County.

C. Payment

1. The County agrees to provide funding for expenditures of the Subrecipient under this Subrecipient Agreement in the manner set forth in the County Financial Management Requirements for the Community Development Block Grant Program.
2. The County shall not authorize the Subrecipient to draw on funds unless said funds are to provide for payment for work, as set forth in the Subrecipient's Application.
3. It is understood and agreed by the parties hereto that the County will not process a request for final payment of expenditures until the Subrecipient has supplied a fully completed Project Beneficiary Information form supplied by the County's Community Development office.
4. At any time during the period of performance the County may review program costs incurred by the Subrecipient. Upon such review the County shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures. If the County disallows a cost, the County may deduct the amount of disallowed cost from any future payments under this Subrecipient Agreement or require that the Subrecipient refund the amount of the disallowed cost(s) for as long as the records are maintained.
5. Notwithstanding any other provision of this Subrecipient Agreement to the contrary, it is understood and agreed by the parties hereto that the County's obligation to provide funding to the Subrecipient under this Subrecipient Agreement is expressly contingent upon the level of funding made available to the County from HUD. Should such funding level be reduced by HUD or no longer be made available to the County from HUD

sufficient to support the amount of funding to be provided by the County under this Subrecipient Agreement then this Subrecipient Agreement may be amended to reflect such reduction in funding or, at the option of the County, may be terminated upon written notice to the Subrecipient stating the effective date of termination. Should either event occur, it is understood and agreed by the parties that the County shall not be obligated to provide funding beyond the amended amount or beyond any amount provided to the Subrecipient by the County prior to said date of termination.

D. Financial Management, Audit and Review

1. The Subrecipient agrees that the County, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subrecipient which are directly pertinent to this Subrecipient Agreement for the purpose of making audit, examination, excerpts, and transcripts for as long as the records are maintained.
2. It is further agreed that the Subrecipient shall make quarterly progress/performance reports to the County detailing the progress of the project. Further, the Subrecipient agrees to allow the County or its designee to make periodic project site visits to assess the progress of the project and to report such progress.
3. The Subrecipient agrees to reimburse or return to the County those funds which have been disbursed under this Subrecipient Agreement for the performance of the Project listed herein should the Subrecipient default on any of the provisions listed herein or should the County decide to terminate this Subrecipient Agreement for cause.
4. The Subrecipient agrees to maintain financial records in accordance with generally accepted accounting principles and to make all such records available to HUD and/or the County for inspection upon request. The Subrecipient further agrees to maintain applicable financial management standards prescribed in 24 CFR Part 84 and Part 85 C as further defined at 24 CFR 570.502(a):
 - a. Records that identify adequately the source and application of funds for grant-supported activities. These records shall contain information pertaining to Federal awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - b. Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
 - c. Procedures for determining reasonableness, allowability and allocation of costs in accordance with the provisions of Office and Management and Budget (OMB) Circular A-87.
 - d. Accounting records that are supported by source documentation.
 - e. A systematic method to assure timely and appropriate documentation.

E. Annual Audit

The County requires that the Subrecipient submit a copy of the Subrecipient's Annual Audit Report for the fiscal year(s) covered by this Subrecipient Agreement and any extensions, when the Subrecipient expends \$500,000 or more in a year in federal awards. Such audit report must

be prepared in accordance with OMB Circular A-133.

F. Reversion of Assets

Upon expiration of this Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration of this Subrecipient Agreement and any accounts receivable attributable to the use of CDBG funds. Additionally, any real property under control of the Subrecipient that was acquired or improved in whole or in part with CDBG funds in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall either be:

1. Used to meet one of the national objectives until five (5) years after expiration of this Subrecipient Agreement, or for such longer period of time as determined to be appropriate by the Subrecipient; or
2. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

G. Obligations of the Subrecipient with Respect to Certain Third Party Relationships.

The Subrecipient shall remain fully obligated under the provisions of this Subrecipient Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which Assistance is being provided under this Subrecipient Agreement to the Subrecipient.

H. Environmental Standards (24 CFR Part 570, Subpart K, 570.604)

The Subrecipient does not assume either the County's environmental responsibilities or the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. See 24 CFR Part 570, Subpart J, 503(b)(5)(i)(ii)

**Article VI
Indemnity and Liability**

- A. The Subrecipient shall defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against all claims, losses and liabilities arising out of personal injury, including death, and damage to property arising out of or in any way connected with this Subrecipient Agreement, whether such operations be by the Subrecipient or by any subcontractor or anyone directly or indirectly employed by the Subrecipient. The Subrecipient shall also defend, indemnify, and hold harmless the County, its officers, employees, and agents free and harmless from and against any claims arising out of the award of this Subrecipient Agreement to the Subrecipient.
- B. Any subcontractor shall protect itself, the Subrecipient, and the County for the claims and damages due to personal injury including death as well as claims of property damage that may arise in the work. For construction or facility improvement, the Subrecipient shall require contractors to comply with the requirements of 24 CFR 85.36 (h) (1 through 3) or Attachment B of OMB Circular A-110 as applicable.

**Article VII
Termination of Convenience**

- A. The County or the Subrecipient may terminate this Subrecipient Agreement in whole, or in part, when both parties agree that the continuation of the Program would not produce beneficial results commensurate with the further expenditures of funds.

- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Subrecipient shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Subrecipient shall be allowed full credit for noncancelable obligations, properly incurred prior to termination.

**Article VIII
Termination for Cause
Suspension of Payments or Agreement**

If the County determines that the Subrecipient has violated or failed to comply with any of the covenants, conditions, agreements or stipulations of this Subrecipient Agreement, the County shall promptly notify the Subrecipient in writing of the determination and may, at its option, take the following action:

- A. Terminate this Subrecipient Agreement by including in the above notice the reasons for the termination, together with the effective date;
- B. Suspend payments under this Subrecipient Agreement by including in the above notice the effective date and specifying what actions must be taken as a condition precedent to the resumption of payments. In such event, just and equitable compensation shall be given at the end of the suspension period for any work satisfactorily completed by the Subrecipient during the suspension period;
- C. Suspend this Subrecipient Agreement by including in the above notice the effective date and specifying the actions that must take place as a condition precedent to the resumption of performance under this Subrecipient Agreement. In such event, the County shall incur no financial liability under this Subrecipient Agreement or otherwise at law for any services rendered during the suspension period.
- D. The County will provide the Subrecipient an opportunity to request a hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled.

The action of the County in suspending payments or this Subrecipient Agreement or in terminating this Subrecipient Agreement shall not constitute a waiver of any claim or remedy which the County may otherwise have arising out of this Subrecipient Agreement.

**Article IX
Assignment**

The Subrecipient's rights, obligations, and duties under this Subrecipient Agreement shall not be assigned or transferred in whole or in part without prior written agreement by the County.

**Article X
Entire Agreement
Amendment**

This Subrecipient Agreement represents the entire and integrated agreement between the County and the Subrecipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This Subrecipient Agreement may be amended only by written instrument, signed by both the County and the Subrecipient.

**Article XI
Venue**

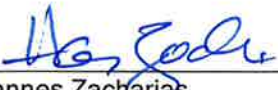
This Subrecipient Agreement and every question arising hereunder shall be construed or determined

according to the laws of the State of Kansas. Should any part of this Subrecipient Agreement be adjudicated, venue shall be proper only in the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Subrecipient Agreement.

COUNTY:

SUBRECIPIENT:



Hannes Zacharias
County Manager
Johnson County, Kansas

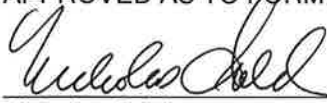
Mayor
City of Prairie Village

4.13.12

Date

Date

APPROVED AS TO FORM:



Nicholas Saldan
Deputy County Counselor



MAYOR

**Council Meeting Date: June 4, 2012
CONSENT AGENDA**

Consider Sister City Committee appointment

RECOMMENDATION

Mayor Shaffer requests Council ratification of the appointment of Peter Jarosewycz to the Prairie Village Sister City Committee completing the term of Dick Bills, expiring in April, 2014.

BACKGROUND

Peter Jarosewycz is a Ukrainian American with roots in Ivano-Frankivsk Oblast, in which Dolyna is located. He also has extensive connections to the Ukrainian community in Lawrence. Mr. Jarosewycz biographical information is attached.

RELATION TO VILLAGE VISION

CC3 Diversity

CC3a Cultivate an environment that celebrates diversity.

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: May 29, 2012

Joyce Hagen Mundy

From: Peter Jarosewycz [prj148@yahoo.com]
Sent: Thursday, May 24, 2012 12:29 PM
To: Mayor; James Hohensee
Cc: Joyce Hagen Mundy; Chris Engel; Joyce Hagen Mundy
Subject: Application for Appointment to Sister Cities Commission
Attachments: new-jarosewycz-ukrainian-studies-scholarship(3).pdf

Dear Mayor Shaffer & Chairman Hohensee,

Please accept this e-mail as my application for appointment as a Commissioner of the Prairie Village Sister Cities Commission. It contains all the required information, but in a form that is easier for me to use and which gives me more room to write.

I believe I am qualified to serve and perhaps even have some unique qualifications. Please let me know if you need any more information.

Peter R. Jarosewycz
 1009 W. 101st Terr., Apt. C
 Kansas City, MO 64114

816.941.3575
 816.223.3902, cell
prj148@yahoo.com

QUALIFICATIONS:

- 1) **ROOTS:** I am a Ukrainian American whose roots are in Ivano-Frankivsk Oblast, in which Dolyna is located. My grandfather represented that region in the Parliament of the Austro-Hungarian Empire in Vienna about a hundred years ago. In fact, he defeated Ivan Franko for that seat. The oblast was later named after Franko, but there is street named for my grandfather in the City of Ivano-Frankivsk. The oblast is perhaps the most nationalistic in Ukraine. The point of this is that to some extent I can identify with the values of Dolyna.
- 2) **TIME & AVAILABILITY:** I am retired and don't travel, so that I will be attending every meeting of the Commission unless I am ill or there are very poor travel conditions. I also have the time to work on projects when needed outside of the Commission meetings.
- 3) **CONNECTION TO KU IN LAWRENCE:** I have extensive connections to the Ukrainian community in Lawrence, consisting of Ukrainian faculty members and students, as well as non-Ukrainians who are engaged in Ukrainian Studies. In fact, the size of that community is as large or larger than that in the Johnson County--Jackson County area. In addition, I recently established a scholarship at KU in Ukrainian Studies (please see attachment). The first recipient is Amy Murphy, who is a graduate student in Ukrainian Studies. This connection may provide contacts and resources that may be useful at some point in the work of the Commission.

Thank you for your consideration.

Yours truly,

Peter



CENTER FOR RUSSIAN,
EAST EUROPEAN
& EURASIAN STUDIES

College of Liberal Arts
& Sciences

News Release

For Immediate Release

November 7, 2011

For More Information:

Bart Redford

bredford@ku.edu

785-864-4248

New Ukrainian Studies Scholarship Offered by the Jarosewycz Family Available at CREES

LAWRENCE — The Center for Russian, East European & Eurasian Studies has announced a new scholarship for MA students in Ukrainian studies. The scholarship will support top REES graduate students who have shown commitment and scholarly interest in Ukraine and Ukrainian studies. It will be available for full-time students starting in the 2012-13 academic year.

Retired attorney Peter Jarosewycz of Kansas City, Mo. established the Jarosewycz Family Scholarship in Ukrainian Studies in honor of his late parents, Dmytro and Maria, and aunt Olha. Immigrating to the United States in 1949, his parents and aunt taught him to take deep pride in his Ukrainian heritage. Mr. Jarosewycz is a past president of the Kansas City Ukrainian Club and has helped to support Ukrainian speakers, artists, and filmmakers visiting the Kansas City area.

CREES offers one of the leading programs in Ukrainian Studies in the US. It includes all levels of Ukrainian language study, as well as courses in Ukrainian history, politics, and culture. As part of the Ukrainian Studies Program, CREES conducts a summer school at Ivan Franko University in Lviv, the same school where Jarosewycz's parents received their medical degrees.

The Ukrainian Studies program at KU is also supported by the Maria Palij Fund which sponsors the annual visiting Palij Lecturer and awards the annual Ukrainian Studies Prize for an outstanding student specializing in Ukraine.

For more information about CREES and the Ukrainian Studies program at KU, please visit www.crees.ku.edu.

ABOUT THE INSTITUTE: CREES is designated a National Resource Center for the study of Russia, Eastern Europe and Eurasia by the US Department of Education, and receives Title VI funds for educational outreach activities. For more information on CREES events and activities, visit www.crees.ku.edu or call (785) 864-4236.



VILLAGEFEST COMMITTEE

Council Meeting Date: June 4, 2012

CONSENT AGENDA: Consider Approval of VillageFest Contracts

RECOMMENDATION

Staff recommends the City Council approve the following contracts for VillageFest 2012.

Swirl Frozen Beverage (Earl Haas)	Fresh Fruit Slush Drinks	They pay \$175.00
Popcorn Man (Del Sawyer)	Food Vendor	They pay \$175.00
Blake Freeman	Kansas Yo-Yo Champion	\$140.00
American Waste Systems Inc.	Stage	\$827.00
Laughing Matters	Juggling Instruction	\$500.00
Trent Carter	Food Vendor	They pay \$175.00
Giggles N Jiggles LLC	Human Hamster Balls	\$650.00
Susan Lee	Vocal Performance	\$100.00
Hiccup Productions, Inc.	Jim "Mr. Stinky Feet"	\$2,300.00
	Cosgrove, Funky Mama, and Sound System	

BACKGROUND

- Swirl Frozen Beverages will be providing fresh fruit slush drinks for sale.
- Popcorn Man will provide various food products for sale.
- Blake Freeman is the Kansas State Yo-Yo Champion and he will provide yo-yo demonstration and instruction from 9:30 am to 1:30 pm.
- American Waste Systems will provide the main stage.
- Laughing Matters will teach juggling from 9:30 am to 11:30 am.
- Trent Carter will provide various food products for sale.
- Giggles N Jiggles will provide Human Hamster Balls from 9:30 am to 1:30 pm.
- Susan Lee will sing at the Patriotic Service.
- Jim "Mr. Stinky Feet" Cosgrove & The Hiccups! and Funky Mama will provide performances on the main stage. Mark Thies will provide the sound system for the main stage.

FUNDING SOURCE

01-06-41-6014-005 - VillageFest

ATTACHMENTS

1. Contracts

PREPARED BY

Jeanne Koontz, Deputy City Clerk
May 29, 2012

FOOD SERVICE AGREEMENT
VillageFest 2012

THIS FOOD SERVICE AGREEMENT is made and entered into by and between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as ("City") and Earl Haas, hereinafter referred to as ("Vendor").

WHEREAS, City is sponsoring a 4th of July celebration within the City limits of Prairie Village, Kansas, for enjoyment of the general public, which event is entitled to "VillageFest 2012" (hereinafter "VillageFest") and

WHEREAS, the festivities of VillageFest shall include the sale to the general public of food items; and

WHEREAS, City is desirous of providing booth space to Vendor during VillageFest and further desires to ensure that services provided to the general public during VillageFest are of the appropriate quality.

NOW THEREFORE, in consideration of the mutual benefits to the parties, it is hereby agreed as follows:

ARTICLE 1

Scope, Duties and Hours of Operation

1.1 Vendor shall have the right to sell food items as supplied by Vendor from a food booth ("Vendor's Booth") located on the site of the VillageFest 2012, the location of which shall be determined by City.

1.2 The dates and hours of operation that Vendor may operate are as follows:
Date: July 4, 2012. Hours: Set up between 7:00 am and 9:00 am; Hours of Operation from 9:00 a.m. until 1:30 p.m.; Breakdown after 1:30 p.m.

ARTICLE 2

Financial Risk

2.1 Vendor acknowledges and agrees that City's prime objective in entering into this Agreement is to ensure the availability of quality food items at a reasonable cost to VillageFest patrons. City has made no representation or warranty to Vendor to the effect that Vendor's participation in the VillageFest will be profitable for Vendor. Vendor acknowledges and agrees that its participation in VillageFest is a demanding business opportunity that involves risk and requires considerable manpower and organizational leadership and further acknowledges that there is the potential for substantial loss. Vendor further acknowledges and agrees to accept sole responsibility for protecting itself against any and all forms or types of loss.

ARTICLE 3
Rental Fee

3.1 Vendor shall pay to City on or before June 22, 2012, a non-refundable rental fee of \$175.00. Included with submission of the rental fee shall be an executed Food Service Agreement and a Proposal Sheet that shall set forth the food items and cost of said food items that Vendor desires to sell to the general public during VillageFest.

ARTICLE 4
Signage

4.1 Vendor shall provide signage for Vendor's Booth that shall legibly state organization or restaurant name, menu and prices. Signage is to be of professional quality and shall be subject to City's approval.

ARTICLE 5
Equipment Provided by Vendor

5.1 Vendor shall be responsible for providing all tables, chairs and equipment utilized by Vendor to serve food items to the general public. Vendor shall also be responsible for providing its own power source, i.e. a power generator.

ARTICLE 6
Sanitary Condition of Vendor's Booth

6.1 Vendor shall maintain Vendor's Booth and all surrounding operating area in a neat, clean and sanitary condition and in good order and repair, free and clear of all litter, debris and rubbish at all times. Vendor shall be responsible for the cleanup of Vendor's Booth on an ongoing basis during the VillageFest, at the conclusion of business and at the conclusion of VillageFest. Vendor's cleanliness responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate Vendor's Booth if Vendor fails to maintain clean and sanitary conditions in and around Vendor's Booth during the term of this Agreement.

ARTICLE 7
Security and Risk of Loss

7.1 Vendor is responsible for all items of personal property and/or inventory owned and/or utilized by Vendor throughout the term of this Agreement, including, but not limited to, those items left in and around Vendor's Booth during and after the hours of operation and at the conclusion of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of food items, equipment, cash and other items belonging to or in the possession of Vendor is Vendor's. City shall not be responsible for loss of or damage to Vendor's property

or inventory whether attributable to theft, vandalism, spoilage, weather or any other cause.

7.2 Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City during VillageFest.

ARTICLE 8

Access to Facilities

8.1 Vendor shall have access to Vendor's Booth to set-up on July 4, 2012, from 7:30 a.m. to 9:00 a.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow. City shall not be responsible in the event of the towing of Vendor's vehicle(s).

8.2 Vendor shall furnish City a list of all equipment requiring electrical power prior to execution of this Agreement and shall attach any such list to this Agreement as Exhibit A. Exhibit A is hereby incorporated into this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

ARTICLE 9

Items Sold and Prices

9.1 The items sold by Vendor and the prices charged for these items shall be consistent with the family-oriented spirit of the VillageFest. Vendors must prepare a Proposal Sheet which sets forth all items Vendor desires to sell to the general public during VillageFest and the cost of said items prior to execution of this Agreement. Such proposal sheet shall be attached to this Agreement as Exhibit B. Exhibit B is hereby incorporated into this Agreement. Any amendments to Exhibit B must be approved by City in writing.

9.2 Vendor shall not serve free food to anyone at any time other than to volunteers, representatives, staff and employees of vendor.

9.3 All federal, state, and local laws governing retail sales tax must be followed. Vendor understands the rules and regulation of the event and will comply. Vendor realizes that failure to comply may result in expulsion from the event.

ARTICLE 10
Business Information

10.1 Notifications and any other notices under this Agreement shall be made as follows:

If to City:

City Clerk
7700 Mission Road
Prairie Village KS 66208
(913) 381-6464
(913) 381-7755

If to Vendor:

Earl Haas
The Haas Group, Inc
11672 Bradshaw
O.P., KS 66210

10.2 Vendor's Tax Identification Number is: 48-11855.736

ARTICLE 11
Compliance With Laws

11.1 Vendor, all of Vendor's volunteers, representatives, staff and employees shall at all times during VillageFest comply with the laws of the State of Kansas and with City's ordinances, rules, regulations, and guidelines and shall at all times comply with all requests of the City or the City's representatives.

11.2 Vendor shall obtain all necessary permits and licenses in order to operate a Vendor Booth at VillageFest and shall provide copies of such permits and licenses to the City prior to June 22, 2012.

ARTICLE 12
Insurance and Hold Harmless

12.1 Vendor shall furnish to City a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 with the City named as an additional insured on such policies. Copies of said policies shall be provided to City on or before June 22, 2012.

12.2 Vendor agrees to assume all liability and responsibility for damages in any form or for costs associated with its activities. Specifically, Vendor agrees to indemnify and hold the City harmless from and against any claims for damages (including attorney's fees necessitated in defending such claims resulting from Vendor's actions, conduct or inaction, whether said claim is premised upon negligence or upon intentional misconduct. Vendor specifically agrees to indemnify and hold the City harmless from and against claims resulting from persons who suffer any sort of injury from the food ingested by such person and/or by virtue of the conditions of the premises located at Vendor's Booth.

ARTICLE 13

Staff

13.1 Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.

13.2 Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages when on duty at, in or near Vendor's Booth.

13.3 Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees and City shall not be responsible for injuries or bodily damage done to Vendor, Vendor's volunteers, employees, representatives and/or staff.

ARTICLE 14

Cancellation

14.1 City shall retain the right to cancel this Agreement at any time and for any reason without penalty. In the event this Agreement is canceled, Vendor shall not be entitled to a refund of Vendor's Rental Fee as set forth in this Agreement.

ARTICLE 15

Entire Agreement

15.1 This Agreement evidences the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to VillageFest.

ARTICLE 16

Effective Date

16.1 This Agreement is effective upon City's acceptance as evidenced by execution of this Agreement by a City authorized representative in the space provided below.

CITY OF PRAIRIE VILLAGE:

VENDOR:

By: _____

By: Earl Haas

Printed Name: _____

Printed Name: Earl Haas

Title: _____

Title: President

Date: _____

Date: 05/24/12

PROPOSED FOOD ITEMS

<u>FOOD</u>	<u>PRICE</u>
<u>16 oz Slush drink</u>	<u>\$3.00</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Due to the lack of power supply on the grounds we strongly encourage you to provide generators. If you cannot, electricity will be provided on a first come first serve basis. If any electrical items need to be plugged in, the following information is needed:

VOLTS 120 #OF OUTLETS 2
AMPERAGE 15

As a Vendor you are responsible for proper signage. This needs to be visible and also include prices. We will provide advertising, a map of the grounds, & signs throughout the grounds for direction.

When I have received all of the contracts I will confirm your participation. Information will be sent to you regarding your location on the Municipal Campus.

There is also NO ALCOHOL to be sold at the event!!!!

Fruit Juice Drinks

We distribute a wide variety of flavors including:

Banana
Black Cherry
Blue Coconut
Blue Raspberry*
Cherry*
Cherry Limeade
Cherry Snow*
Citrus Fruit Punch
Fruit Punch
Grape
Lemonade
Lemon Lime
Orange Dreamside

*Available in SWIRLITE 50% real juice, no added sugar

Adult Drink

Peach Bellini
Piña Colada
Margarita Mix
Strawberry Daiquiri

Sports Drink

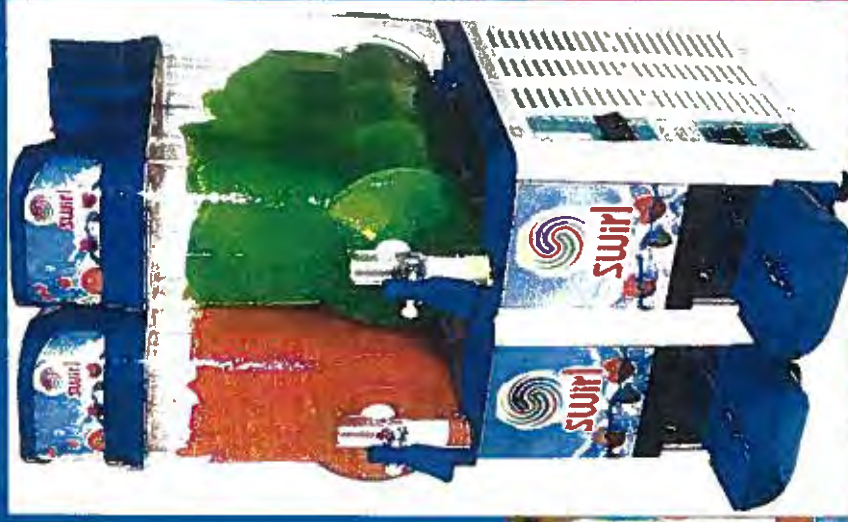
PowerSwirl Lemon-Lime

Cappuccinos

French Vanilla
Mocha Swirl



SWIRL Frozen Beverages

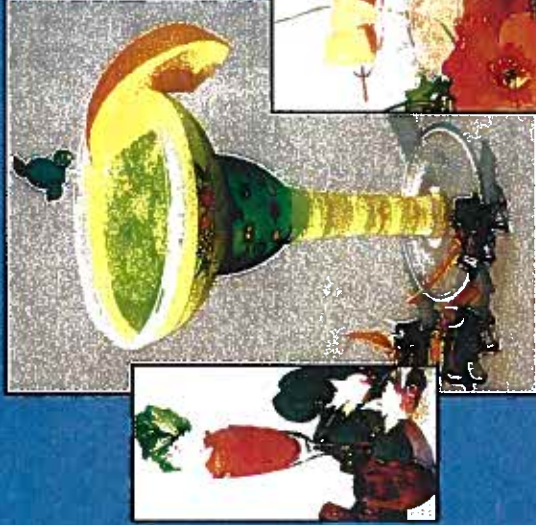


**For more information on a Swirl program
customized to fit your operational needs contact:**



SWIRL GRANITAS

- State-of-art Italian Granita machines
- Adjustable drink thickness
- No water lines needed
- High chilling capacity for quick efficient production
- Minimal space required
- Designed for easy cleaning and durability™
- No ice needed



**SWIRL
All
Flavors**

	Pure Orange Juice	Gatorade Orange	Snapple Strawberry Kiwi	Coca Cola Classic	Tropicana Twister
% Fruit Juice	100%	0%	10%	0%	10%
Calories	110	50	120	100	130
Fat	0	0	0	0	0
Saturated Fat	0	0	0	0	0
Cholesterol	0	0	0	0	0
Sodium	15mg	110 mg	10 mg	35 mg	20 mg
Carbohydrates	29 g	14 g	30 g	27 g	31 g
Sugars	24 g	14 g	28 g	27 g	28 g
Vitamin A	30%	0	0	0	0
Vitamin D	30%	0	0	0	0
Vitamin C	120%	0%	0%	0%	100%
Calcium	4%	2%	0%	0%	0%

*Based on 8 oz serving with the Recommended Daily Value of 2000 calories per 2005 data
 All brand and trademarks are the property of their respective owners. The nutritional values are taken from the product packaging of the individual brands and no warranties are guaranteed or implied.

FOOD SERVICE AGREEMENT

VillageFest 2012

THIS FOOD SERVICE AGREEMENT is made and entered into by and between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as ("City") and Del Sawyer hereinafter referred to as ("Vendor").

WHEREAS, City is sponsoring a 4th of July celebration within the City limits of Prairie Village, Kansas, for enjoyment of the general public, which event is entitled to "VillageFest 2012" (hereinafter "VillageFest") and

WHEREAS, the festivities of VillageFest shall include the sale to the general public of food items; and

WHEREAS, City is desirous of providing booth space to Vendor during VillageFest and further desires to ensure that services provided to the general public during VillageFest are of the appropriate quality.

NOW THEREFORE, in consideration of the mutual benefits to the parties, it is hereby agreed as follows:

ARTICLE 1

Scope, Duties and Hours of Operation

1.1 Vendor shall have the right to sell food items as supplied by Vendor from a food booth ("Vendor's Booth") located on the site of the VillageFest 2012, the location of which shall be determined by City.

1.2 The dates and hours of operation that Vendor may operate are as follows:
Date: July 4, 2012. Hours: Set up between 7:00 and 9:00 a.m.; Hours of Operation from 9:30 am until 1:30 pm; Breakdown after 1:30 p.m.

ARTICLE 2

Financial Risk

2.1 Vendor acknowledges and agrees that City's prime objective in entering into this Agreement is to ensure the availability of quality food items at a reasonable cost to VillageFest patrons. City has made no representation or warranty to Vendor to the effect that Vendor's participation in the VillageFest will be profitable for Vendor. Vendor acknowledges and agrees that its participation in VillageFest is a demanding business opportunity that involves risk and requires considerable manpower and organizational leadership and further acknowledges that there is the potential for substantial loss. Vendor further acknowledges and agrees to accept sole responsibility for protecting itself against any and all forms or types of loss.

ARTICLE 3
Rental Fee

3.1 Vendor shall pay to City on or before June 22, 2012, a non-refundable rental fee of \$175.00. Included with submission of the rental fee shall be an executed Food Service Agreement and a Proposal Sheet that shall set forth the food items and cost of said food items that Vendor desires to sell to the general public during VillageFest.

ARTICLE 4
Signage

4.1 Vendor shall provide signage for Vendor's Booth that shall legibly state organization or restaurant name, menu and prices. Signage is to be of professional quality and shall be subject to City's approval.

ARTICLE 5
Equipment Provided by Vendor

5.1 Vendor shall be responsible for providing all tables, chairs and equipment utilized by Vendor to serve food items to the general public. Vendor shall also be responsible for providing its own power source, i.e. a power generator.

ARTICLE 6
Sanitary Condition of Vendor's Booth

6.1 Vendor shall maintain Vendor's Booth and all surrounding operating area in a neat, clean and sanitary condition and in good order and repair, free and clear of all litter, debris and rubbish at all times. Vendor shall be responsible for the cleanup of Vendor's Booth on an ongoing basis during the VillageFest, at the conclusion of business and at the conclusion of VillageFest. Vendor's cleanliness responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate Vendor's Booth if Vendor fails to maintain clean and sanitary conditions in and around Vendor's Booth during the term of this Agreement.

ARTICLE 7
Security and Risk of Loss

7.1 Vendor is responsible for all items of personal property and/or inventory owned and/or utilized by Vendor throughout the term of this Agreement, including, but not limited to, those items left in and around Vendor's Booth during and after the hours of operation and at the conclusion of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of food items, equipment, cash and other items belonging to or in the possession of Vendor is Vendor's. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism, spoilage, weather or any other cause.

7.2 Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City during VillageFest.

ARTICLE 8

Access to Facilities

8.1 Vendor shall have access to Vendor's Booth on July 4, 2012 for set-up from 7:00 a.m. to 9:00 a.m. and for breakdown after 1:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow. City shall not be responsible in the event of the towing of Vendor's vehicle(s).

8.2 Vendor shall furnish City a list of all equipment requiring electrical power prior to execution of this Agreement and shall attach any such list to this Agreement as Exhibit A. Exhibit A is hereby incorporated into this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

ARTICLE 9

Items Sold and Prices

9.1 The items sold by Vendor and the prices charged for these items shall be consistent with the family-oriented spirit of the VillageFest. Vendors must prepare a Proposal Sheet which sets forth all items Vendor desires to sell to the general public during VillageFest and the cost of said items prior to execution of this Agreement. Such proposal sheet shall be attached to this Agreement as Exhibit B. Exhibit B is hereby incorporated into this Agreement. Any amendments to Exhibit B must be approved by City in writing.

9.2 Vendor shall not serve free food to anyone at any time other than to volunteers, representatives, staff and employees of vendor.

9.3 All federal, state, and local laws governing retail sales tax must be followed. Vendor understands the rules and regulation of the event and will comply. Vendor realizes that failure to comply may result in expulsion from the event.

ARTICLE 10
Business Information

10.1 Notifications and any other notices under this Agreement shall be made as follows:

If to City:

City Clerk
7700 Mission Road
Prairie Village KS 66208
(913) 381-6464
(913) 381-7755

If to Vendor:

10.2 Vendor's Tax Identification Number is: _____.

ARTICLE 11
Compliance With Laws

11.1 Vendor, all of Vendor's volunteers, representatives, staff and employees shall at all times during VillageFest comply with the laws of the State of Kansas and with City's ordinances, rules, regulations, and guidelines and shall at all times comply with all requests of the City or the City's representatives.

11.2 Vendor shall obtain all necessary permits and licenses in order to operate a Vendor Booth at VillageFest and shall provide copies of such permits and licenses to the City prior to June 22, 2012.

ARTICLE 12
Insurance and Hold Harmless

12.1 Vendor shall furnish to City a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 with the City named as an additional insured on such policies. Copies of said certificate shall be provided to City on or before June 22, 2011.

12.2 Vendor agrees to assume all liability and responsibility for damages in any form or for costs associated with its activities. Specifically, Vendor agrees to indemnify and hold the City harmless from and against any claims for damages (including attorney's fees necessitated in defending such claims resulting from Vendor's actions, conduct or inaction, whether said claim is premised upon negligence or upon intentional misconduct. Vendor specifically agrees to indemnify and hold the City harmless from and against claims resulting from persons who suffer any sort of injury from the food ingested by such person and/or by virtue of the conditions of the premises located at Vendor's Booth.

ARTICLE 13

Staff

13.1 Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.

13.2 Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages when on duty at, in or near Vendor's Booth.

13.3 Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees and City shall not be responsible for injuries or bodily damage done to Vendor, Vendor's volunteers, employees, representatives and/or staff.

ARTICLE 14

Cancellation

14.1 City shall retain the right to cancel this Agreement at any time and for any reason without penalty. In the event this Agreement is canceled, Vendor shall not be entitled to a refund of Vendor's Rental Fee as set forth in this Agreement.

ARTICLE 15

Entire Agreement

15.1 This Agreement evidences the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to VillageFest.

ARTICLE 16

Effective Date

16.1 This Agreement is effective upon City's acceptance as evidenced by execution of this Agreement by a City authorized representative in the space provided below.

CITY OF PRAIRIE VILLAGE:

VENDOR:

By: _____

By: Delbert Sawyer

Printed Name: _____

Printed Name: Delbert Sawyer

Title: _____

Title: Per.

Date: _____

Date: 5/22/12

PROPOSED FOOD ITEMS

<u>FOOD</u>	<u>PRICE</u>
Roasted	
Shaved Ice	1.50 to 3.00 Per Cup
Fudge Poppers	3.00
Puff Popper	3.00
Popcorn	2.00 - 3.00
Fresh Lemon Ade	3.00
Lemon Ade	3.00
Machos	3.00
Water	2.00
Gator Ade	2.00

Due to the lack of power supply on the grounds we strongly encourage you to provide generators. If you cannot, electricity will be provided on a first come first serve basis. If any electrical items need to be plugged in, the following information is needed:

VOLTS 120 #OF OUTLETS 1
 AMPERAGE 30

Can Bring my own generator

As a Vendor you are responsible for proper signage. This needs to be visible and also include prices. We will provide advertising, a map of the grounds, & signs throughout the grounds for direction.

When I have received all of the contracts I will confirm your participation. Information will be sent to you regarding your location on the Municipal Campus.

There is also NO ALCOHOL to be sold at the event!!!!

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 25th day of May, 2012, by and between the City of Prairie Village, Kansas (hereinafter the "City") and Blake Freeman, (hereinafter the "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2012; and

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

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

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

Yo-Yo demonstration and instruction

3. Hours of Operation: The Vendor shall provide services to the general public from 9:30 a.m. to 1:30 p.m. on July 4, 2012.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location on July 4, 2012 for set-up between 7:00 a.m. and 9:00 a.m. and for breakdown after 1:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.

 - b. Vendor shall furnish the City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$140.00, to be paid on or before July 4, 2012 unless the event is canceled as provided in Section 6 of this agreement.

6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism, spoilage, weather or any other cause.
 - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
 - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for

personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as an additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 22, 2012.**

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

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

10. **Staff:**

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

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

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

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

CITY OF PRAIRIE VILLAGE

VENDOR

By: _____
(signed)

By: Blake Freeman
(signed)

Ronald L. Shaffer

Blake Freeman
(typed name)

Mayor

(typed title)

City of Prairie Village

(typed company name)

7700 Mission Road

17558 West 111th Place
(typed address)

Prairie Village, Kansas. 66208

Olathe, KS. 66061
(typed city, state, zip)

913-381-6464

913-707-0277
(typed telephone number)

(date of execution)

(date of execution)

ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, Catherine P. Logan

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 8 day of May, 2012, by and between the City of Prairie Village, Kansas (hereinafter "the City") and American Waste Systems Inc., (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2012; and

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

1. Type of Space Provided: the Vendor shall specify the square footage required including facility foot print and clearance space outside the facility foot print:
2. Type of Service Provided: the Vendor agrees to provide the following services:
 - 1.) 24x16 Stage
3. Hours of Operation: The Vendor shall provide services to the general public from ~~8:00 a.m. to 12:00 a.m. on July 4, 2012. Set-up and breakdown time is exclusive to the hours of operation.~~
*Set up before 7:30 AM
PIU AFTER 2:30 PM*
4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location for set-up and breakdown on ~~Tuesday, July 3, 2012 from~~ *July 4, 2012* 6:00 a.m. to 9:00 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.
5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$827.00, to be paid on or before July 4, 2012 unless the event is canceled as provided in Section 6 of this agreement.

6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.
 - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
 - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for

personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificates shall be provided to City on or before June 22, 2012.**

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

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

10. **Staff:**

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

11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By Shuffman Beck
(signed)

Shuffman Beck
(typed name)

Marketing/Sales Director
(typed title)

American Waste Systems
(typed company name)

11610 Grandview Rd.
(typed address)

KC, mo 64137
(typed city, state, zip)

816-966-1161
(typed telephone number)

(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this _____ day of _____, 2012, by and between the City of Prairie Village, Kansas (hereinafter the "City") and Laughing Matters, (hereinafter the "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2012; and

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

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

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

Juggling Activity Area
Lead the Children's Parade

3. Hours of Operation: The Vendor shall provide services to the general public from 9:30 a.m. to 11:30 a.m. on July 4, 2012.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location on July 4, 2012 for set-up between 7:00 a.m. and 9:00 a.m. and for breakdown after 1:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish the City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$500.00, to be paid on or before July 4, 2012 unless the event is canceled as provided in Section 6 of this agreement.

6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism, spoilage, weather or any other cause.
 - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as an additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 22, 2012.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidenced by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer _____

Mayor _____

City of Prairie Village _____

7700 Mission Road _____

Prairie Village, Kansas, 66208 _____

913-381-6464 _____

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By Jay Cady _____
(signed)

Jay Cady _____
(typed name)

Co-Owner _____
(typed title)

Laughing Matters _____
(typed company name)

P.O. Box 1312 _____
(typed address)

Mission, KS 66222 _____
(typed city, state, zip)

913-660-3162 _____
(typed telephone number)

5/10/12 _____
(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

FOOD SERVICE AGREEMENT
VillageFest 2012

THIS FOOD SERVICE AGREEMENT is made and entered into by and between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as ("City") and Trent Carter, hereinafter referred to as ("Vendor").

WHEREAS, City is sponsoring a 4th of July celebration within the City limits of Prairie Village, Kansas, for enjoyment of the general public, which event is entitled to "VillageFest 2012" (hereinafter "VillageFest") and

WHEREAS, the festivities of VillageFest shall include the sale to the general public of food items; and

WHEREAS, City is desirous of providing booth space to Vendor during VillageFest and further desires to ensure that services provided to the general public during VillageFest are of the appropriate quality.

NOW THEREFORE, in consideration of the mutual benefits to the parties, it is hereby agreed as follows:

ARTICLE 1

Scope, Duties and Hours of Operation

1.1 Vendor shall have the right to sell food items as supplied by Vendor from a food booth ("Vendor's Booth") located on the site of the VillageFest 2012, the location of which shall be determined by City.

1.2 The dates and hours of operation that Vendor may operate are as follows:
Date: July 4, 2012. Hours: Set up between 7:00 am and 9:00 am; Hours of Operation from 9:00 a.m. until 1:30 p.m.; Breakdown after 1:30 p.m.

ARTICLE 2

Financial Risk

2.1 Vendor acknowledges and agrees that City's prime objective in entering into this Agreement is to ensure the availability of quality food items at a reasonable cost to VillageFest patrons. City has made no representation or warranty to Vendor to the effect that Vendor's participation in the VillageFest will be profitable for Vendor. Vendor acknowledges and agrees that its participation in VillageFest is a demanding business opportunity that involves risk and requires considerable manpower and organizational leadership and further acknowledges that there is the potential for substantial loss. Vendor further acknowledges and agrees to accept sole responsibility for protecting itself against any and all forms or types of loss.

ARTICLE 3
Rental Fee

3.1 Vendor shall pay to City on or before June 22, 2012, a non-refundable rental fee of \$175.00. Included with submission of the rental fee shall be an executed Food Service Agreement and a Proposal Sheet that shall set forth the food items and cost of said food items that Vendor desires to sell to the general public during VillageFest.

ARTICLE 4
Signage

4.1 Vendor shall provide signage for Vendor's Booth that shall legibly state organization or restaurant name, menu and prices. Signage is to be of professional quality and shall be subject to City's approval.

ARTICLE 5
Equipment Provided by Vendor

5.1 Vendor shall be responsible for providing all tables, chairs and equipment utilized by Vendor to serve food items to the general public. Vendor shall also be responsible for providing its own power source, i.e. a power generator.

ARTICLE 6
Sanitary Condition of Vendor's Booth

6.1 Vendor shall maintain Vendor's Booth and all surrounding operating area in a neat, clean and sanitary condition and in good order and repair, free and clear of all litter, debris and rubbish at all times. Vendor shall be responsible for the cleanup of Vendor's Booth on an ongoing basis during the VillageFest, at the conclusion of business and at the conclusion of VillageFest. Vendor's cleanliness responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate Vendor's Booth if Vendor fails to maintain clean and sanitary conditions in and around Vendor's Booth during the term of this Agreement.

ARTICLE 7
Security and Risk of Loss

7.1 Vendor is responsible for all items of personal property and/or inventory owned and/or utilized by Vendor throughout the term of this Agreement, including, but not limited to, those items left in and around Vendor's Booth during and after the hours of operation and at the conclusion of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of food items, equipment, cash and other items belonging to or in the possession of Vendor is Vendor's. City shall not be responsible for loss of or damage to Vendor's property

or inventory whether attributable to theft, vandalism, spoilage, weather or any other cause.

7.2 Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City during VillageFest.

ARTICLE 8

Access to Facilities

8.1 Vendor shall have access to Vendor's Booth to set-up on July 4, 2012, from 6:00 a.m. to 7:30 a.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow. City shall not be responsible in the event of the towing of Vendor's vehicle(s).

8.2 Vendor shall furnish City a list of all equipment requiring electrical power prior to execution of this Agreement and shall attach any such list to this Agreement as Exhibit A. Exhibit A is hereby incorporated into this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

ARTICLE 9

Items Sold and Prices

9.1 The items sold by Vendor and the prices charged for these items shall be consistent with the family-oriented spirit of the VillageFest. Vendors must prepare a Proposal Sheet which sets forth all items Vendor desires to sell to the general public during VillageFest and the cost of said items prior to execution of this Agreement. Such proposal sheet shall be attached to this Agreement as Exhibit B. Exhibit B is hereby incorporated into this Agreement. Any amendments to Exhibit B must be approved by City in writing.

9.2 Vendor shall not serve free food to anyone at any time other than to volunteers, representatives, staff and employees of vendor.

9.3 All federal, state, and local laws governing retail sales tax must be followed. Vendor understands the rules and regulation of the event and will comply. Vendor realizes that failure to comply may result in expulsion from the event.

ARTICLE 10
Business Information

10.1 Notifications and any other notices under this Agreement shall be made as follows:

If to City:

City Clerk
7700 Mission Road
Prairie Village KS 66208
(913) 381-6464
(913) 381-7755

If to Vendor:

10.2 Vendor's Tax Identification Number is: 16685351.

ARTICLE 11
Compliance With Laws

11.1 Vendor, all of Vendor's volunteers, representatives, staff and employees shall at all times during VillageFest comply with the laws of the State of Kansas and with City's ordinances, rules, regulations, and guidelines and shall at all times comply with all requests of the City or the City's representatives.

11.2 Vendor shall obtain all necessary permits and licenses in order to operate a Vendor Booth at VillageFest and shall provide copies of such permits and licenses to the City prior to June 22, 2012.

ARTICLE 12
Insurance and Hold Harmless

12.1 Vendor shall furnish to City a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combined single limits of coverage of not less than \$1,000,000.00 with the City named as an additional insured on such policies. Copies of said policies shall be provided to City on or before June 22, 2012.

12.2 Vendor agrees to assume all liability and responsibility for damages in any form or for costs associated with its activities. Specifically, Vendor agrees to indemnify and hold the City harmless from and against any claims for damages (including attorney's fees necessitated in defending such claims resulting from Vendor's actions, conduct or inaction, whether said claim is premised upon negligence or upon intentional misconduct. Vendor specifically agrees to indemnify and hold the City harmless from and against claims resulting from persons who suffer any sort of injury from the food ingested by such person and/or by virtue of the conditions of the premises located at Vendor's Booth.

ARTICLE 13

Staff

13.1 Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.

13.2 Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages when on duty at, in or near Vendor's Booth.

13.3 Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees and City shall not be responsible for injuries or bodily damage done to Vendor, Vendor's volunteers, employees, representatives and/or staff.

ARTICLE 14

Cancellation

14.1 City shall retain the right to cancel this Agreement at any time and for any reason without penalty. In the event this Agreement is canceled, Vendor shall not be entitled to a refund of Vendor's Rental Fee as set forth in this Agreement.

ARTICLE 15

Entire Agreement

15.1 This Agreement evidences the entire agreement between the parties hereto and supersedes any and all prior agreements and understandings between the parties pertaining to VillageFest.

ARTICLE 16

Effective Date

16.1 This Agreement is effective upon City's acceptance as evidenced by execution of this Agreement by a City authorized representative in the space provided below.

CITY OF PRAIRIE VILLAGE:

VENDOR:

By: _____

By: Cinda Carter / Trent Carter

Printed Name: _____

Printed Name: Trent Carter

Title: _____

Title: _____

Date: _____

Date: 05/30/12

PROPOSED FOOD ITEMS

FOOD

PRICE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Due to the lack of power supply on the grounds we strongly encourage you to provide generators. If you cannot, electricity will be provided on a first come first serve basis. If any electrical items need to be plugged in, the following information is needed:

VOLTS _____
AMPERAGE _____

#OF OUTLETS _____

As a Vendor you are responsible for proper signage. This needs to be visible and also include prices. We will provide advertising, a map of the grounds, & signs throughout the grounds for direction.

When I have received all of the contracts I will confirm your participation. Information will be sent to you regarding your location on the Municipal Campus.

There is also NO ALCOHOL to be sold at the event!!!!

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 30 day of MAY, 2012, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Giggle n Jiggles, LLC (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2012; and

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

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

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

Hamster Balls - 2
Labor - 2

3. Hours of Operation: The Vendor shall provide services to the general public from 9:30 a.m. to 1:30 p.m. on July 4, 2012.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location on July 4, 2012 for set-up between 7:00 and 9:00 am and breakdown after 1:30 pm. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.

 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. **Compensation**: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$650, to be paid on or before July 4, 2012 unless the event is canceled as provided in Section 6 of this agreement.
6. **Cancellation of the Event**: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. **Clean-Up**: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. **Indemnity**:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.
 - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 22, 2012.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By: _____
(signed)

JOE PEARCE
(typed name)

(typed title)

GIGGLES-N-JIGGLES
(typed company name)

3301 NW CASTLE DR.
(typed address)

BLUE SPRINGS, MO. 64015
(typed city, state, zip)

816-228-8179
(typed telephone number)

5-3-12
(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 28th day of May, 2012, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Susan Lee, (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2012; and

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

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

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

Vocal performance at Patriotic Service

3. Hours of Operation: The Vendor shall provide services to the general public from 9:00 a.m. to 9:30 a.m. on July 4, 2012.

4. Access to Facilities:
 - a. Vendor shall have access to Vendor's location on July 4, 2012 for set-up and breakdown between 7:00 a.m. and 10:30 a.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
 - b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$100, to be paid on or before July 4, 2012 unless the event is canceled as provided in Section 6 of this agreement.

6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.
 - c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.

- d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 22, 2012.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
- b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
- c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer _____

Mayor _____

City of Prairie Village _____

7700 Mission Road _____

Prairie Village, Kansas, 66208 _____

913-381-6464 _____

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By: Susan L Lee _____
(signed)

Susan L. Lee _____
(typed name)

Dr. _____
(typed title)

(typed company name)

3729 Somerset Drive _____
(typed address)

Prairie Village, KS 66208 _____
(typed city, state, zip)

(913) 269-2428 _____
(typed telephone number)

5/28/12 _____
(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

ENTERTAINMENT/ VENDOR AGREEMENT

THIS ENTERTAINMENT/VENDOR AGREEMENT, (hereinafter "Agreement") is made and entered into this 31 day of May, 2012, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Hiccup Productions, Inc., (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2012; and

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

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

Covered stage – 24 x 16

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

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

3. Hours of Operation: The Vendor shall provide services to the general public as follows: Funky Mama – 9:00 – 9:30 a.m., Jim Cosgrove – 10:00 – 11:00 a.m. and sound system – 9:00 a.m. – 1:30 p.m. on July 4, 2012.

4. Access to Facilities:

- a. Vendor shall have access to Vendor's location on July 4, 2012 for set-up between 7:00 a.m. and 9:00 a.m. and for breakdown after 1:30 p.m. Vendor's vehicle(s) must be removed from the VillageFest grounds within one hour after the end of this time period or the vehicle(s) will be subject to tow.
- b. Vendor shall furnish City a list of each equipment/facility showing the required electrical power in AC volts and AC amp, required water from a garden hose, required fencing, required set-up/breakdown assistance specifying skills required, and any other special requirements as part of this Agreement. Any amendments to Exhibit A must be approved by the City in writing.

5. Compensation: In consideration for the entertainment provided, the City shall pay to the Vendor the amount of \$2,300, to be paid on or before July 4, 2012 unless the event is canceled as provided in Section 6 of this agreement.
6. Cancellation of the Event: The City has full authority to cancel the event for any reason. In the event that the City cancels VillageFest, the City shall notify Vendor of the cancellation in a timely manner, and this Agreement shall be terminated.
7. Clean-Up: Vendor shall maintain its Vendor's Booth and/or operating areas in a neat, clean, sanitary condition and in good order and repair, free and clean of all litter, debris and rubbish at all times. Vendor shall be responsible for the clean up of its areas on an ongoing basis during the VillageFest and at the conclusion of business and conclusion of the VillageFest. Vendor's clean up responsibilities shall also include, but not be limited to, bagging and depositing Vendor's trash in the designated containers. City reserves the right to terminate all of Vendor's rights under this Agreement, including the right to operate if Vendor has failed to maintain clean and sanitary conditions in and around Vendor's location.
8. Indemnity:
 - a. Vendor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (ii) is caused in whole or in part by any negligent act or omission of the Vendor, or any sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.
 - b. The Vendor is responsible for all items left on the VillageFest premises, including, but not limited to, those items left in and around Vendor's location before, during and after the hours of operation of the VillageFest. Vendor shall be solely responsible for its own security at all times. Risk of loss of equipment, cash and other items belonging to or in the possession of Vendor is on Vendor. City shall not be responsible for loss of or damage to Vendor's property or inventory whether attributable to theft, vandalism spoilage, weather or any other cause.

- c. Vendor is responsible for and agrees to reimburse City for any damage caused by Vendor to City's property or to property being used by the City.
 - d. Vendor shall furnish City with a valid certificate of broad form general liability insurance, completed operations and products insurance coverage for personal injuries and property damage with combines single limits of coverage of not less than \$1,000,000.00 per occurrence, with the City named as additional insured on such policies. **Copies of said certificate shall be provided to City on or before June 22, 2012.**
9. **Notification:** Notification and any other notices under this Agreement shall be made as follows:
- City Clerk
7700 Mission Road
Prairie Village, KS 66208
(913) 381-6464
10. **Staff:**
- a. Vendor shall provide managers and sufficient staff to keep Vendor's Booth operational during the hours of operation of the VillageFest.
 - b. Vendor's volunteers, employees, representatives and staff shall be prohibited by Vendor from consuming alcoholic beverages, be in possession of controlled substances, acting in a manner prohibited by state law or city ordinance, or conducting themselves in a manner detrimental to the event and the public attending when on duty at or in Vendor Booth.
 - c. Vendor and its employees are independent contractors and are not employees, servants or agents of VillageFest or of the City. Vendor has the sole responsibility of providing workers' compensation coverage for its employees.
11. **Cancellation:** The City shall retain the right to cancel this Agreement at any time without penalty.
12. **Entire Agreement:** This Agreement evidences the entire agreement between the parties hereto and supersedes all prior agreements and understandings pertaining to VillageFest.
13. **Effective Date:** This Agreement is effective upon City's acceptance as evidence by the execution of this Agreement by City's authorized representatives in the space provided below.

CITY OF PRAIRIE VILLAGE

By: _____
(signed)

Ronald L. Shaffer

Mayor

City of Prairie Village

7700 Mission Road

Prairie Village, Kansas, 66208

913-381-6464

(date of execution)

ATTEST:

City Clerk, Joyce Hagen-Mundy

VENDOR

By J. Casgrove
(signed)

Jeni Casgrove
(typed name)

Booking Agent
(typed title)

Hiccups Productions, Inc.
(typed company name)

PO Box 8156
(typed address)

Prairie Village, KS 66208
(typed city, state, zip)

913-219-4815
(typed telephone number)

5/31/12
(date of execution)

APPROVED BY:

City Attorney, Catherine P. Logan

**COUNCIL COMMITTEE OF THE WHOLE
May 21, 2012**

The Council Committee of the Whole met on Monday, May 21, 2012 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President David Morrison with the following members present: Mayor Ron Shaffer, Ashley Weaver, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Andrew Wang, Brooke Morehead, Ted Odell and David Belz. Staff Members present: Wes Jordan, Chief of Police; Captain Wes Lovett; Bruce McNabb, Director of Public Works; Pete Heaven for the City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director, Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

Quinn Bennion announced that the work on the sound system and technology upgrade for the Council Chamber have been partially complete. So consequently there may be a few sound/video problems. He also introduced Mr. Pete Heaven who was attending for City Attorney Katie Logan.

COU2012-25 Consider discontinuing the School Crossing Guard - 83rd & Juniper Lane
Chief Jordan stated that each year the Department conducts a survey at each school crossing location. Chief Jordan reviewed the results of the survey, which reflected a continuing decline in the number of students who walk to school at this location. In the latest survey, the Department determined the average number of students who consistently walk during pleasant weather conditions is five (5) in the morning and eight (8) in the afternoon. In reviewing Council Policy 345 when establishing crossing guard locations, this location would not meet the minimum number of students (15) to qualify for a crossing guard. Chief noted the crossing guard at this location could be moved to Prairie Elementary due to a vacancy.

The Department has notified Briarwood Elementary School and a letter was mailed to students who live north of West 83rd Street with the same letter being hand delivered to students who routinely use the crossing. No residents or students were in attendance to address the issue. The Police Department will offer training, equipment and supervision for parents or school-sponsored organizations who would be interested in volunteering to serve as crossing guards.

Quinn Bennion added that the letter sent out by the department stated that the City Council would be considering this issue on May 21st and June 4th.

Andrew Wang made the following motion, which was seconded by Michael Kelly and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE DISCONTINUING
THE SCHOOL CROSSING GUARD POSITION AT WEST 83RD
STREET AND JUNIPER LANE IN ACCORDANCE WITH
COUNCIL POLICY #345.**

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

COU2012-23 Consider bid award for Highway Rock Salt

Bruce McNabb the annual bid for highway rock salt was opened by the City Clerk on Friday, April 22nd. The following four bids were received:

Cargill	\$49.75 per ton delivered
Independent Salt	\$50.88 per ton delivered
Central Salt	\$51.66 per ton delivered
North American Salt	\$91.15 per ton delivered

The bid price for 2011-12 was \$49.75 per ton delivered.

Mr. McNabb stated that it is anticipated that up to 2,000 tons of salt will be purchased under this bid for a total cost of \$99,500.00 for the 2012/2013 storm season.

This year's bid document contained an alternate bid for an enhanced deicer. This was bid by Cargill at a cost of \$73.24 per ton. The product is fairly new and there are several different products on the market. There is not yet sufficient independent information to know if there is a clear preference in product performance.

The primary benefits are claimed to be:

- 30% less scatter on pavement which means less product is needed;
- product works at lower temperatures (similar benefits can be achieved by the City's current practice of applying liquid magnesium chloride to regular salt);
- product is more free flowing in the salt spreaders (less down time for equipment);
- product is more "environmentally friendly", less corrosive on concrete and metal surfaces such as bridges and guardrails; and
- reduced vehicle and personnel hours.

A simple analysis of cost impacts for the City shows that use of this product may have a positive impact if the claimed benefits materialize. If this product is purchased by the City, it would be used in a certain section of the City for the entire season. Detailed records of costs and benefits would be recorded and analyzed to determine if the use of the project was beneficial and whether it should be continued, expanded or discontinued in subsequent years. Another approach is let other cities experiment with the product for several more years and then determine if the City should purchase it.

Mr. McNabb reported currently the City of Olathe is the only known city in Johnson County which has used these products. They have been generally pleased but their street system is somewhat different than ours. If the City Council wants to try this type of product, this would be a good year to do so from a financial perspective due to the low use of salt earlier this year and our relatively good financial situation.

Funding is available in the 2012 Public Works Operating Budget.

Ruth Hopkins spoke in favor of using the enhanced deicer and questioned if the product would actually be more expensive as less product need to be purchased. Mr. McNabb agreed that less product would be needed for the specific area but there would be a slight cost differential of approximately \$9400 for 400 tons.

Ted Odell asked how much salt was used last year and how much of that is remaining. Mr. McNabb replied approximately 1500 tons were purchased and the salt barn is full. The enhanced deicer would be stored in a different location.

Brooke Morehead confirmed the authorization for the purchase of up to 2,000 ton of salt.

David Belz asked how much of the enhanced deicer salt staff anticipated using. Mr. McNabb responded 200 ton initially, possibly up to 400 ton by the end of the season. Mr. Belz asked if the value of the enhanced deicer could be determined after only one year. Mr. McNabb replied he felt one year with normal snow/ice activity would provide sufficient data for an educated evaluation.

Ruth Hopkins made the following motion, which was seconded by Ted Odell and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE BID FROM CARGILL
FOR THE PURCHASE OF HIGHWAY ROCK SALT AT \$49.75 PER
TON DELIVERED AND THE PURCHASE OF UP TO 400 TON OF
CLEARLANE ENHANCED DEICER AT A COST OF \$73.24 PER
TON DELIVERED**

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Presentation and Discussion regarding Overview of 2013 Budget

Quinn Bennion presented an update on the budget process noting that staff continues to finalize data and are close to having the City Administrator's proposed budget complete. Mr. Bennion stated the Administrator's recommended 2013 budget will be a balanced budget. The overall General Fund 2013 operating budget will be less than the 2012 operating budget. The PV City mill levy rate will remain at 19.491. The Stormwater Utility Fee will remain at \$0.04 per square foot of impervious surface. He hopes the Solid Waste Fee will remain at \$200.74 per year per household, noting the City expects to receive renewal figures from Deffenbaugh this week.

Mr. Bennion reviewed the following primary components of the 2013 budget:

1. Services will remain at the current level with 2 changes:
 - a. PD - \$15k additional in funding for possible contracting out of school crossing guard services.
 - b. PW - Right of Way Tree Trimming Program increased to \$125,000.

Mr. Bennion noted the tree trimming program was funded at \$100,000 in the 2009 budget, then cut to \$50,000 in 2010 & 2011 and at \$75,000 in 2012. The program is falling behind.

Steve Noll stated he supports the increase and feels this is a proactive service with everyone benefitting - both the residents and the city.

Ted Odell questioned the size of the jump and confirmed the service is bid. Bruce McNabb replied that under the current budget cycle the City is able to do an area every 9 to 10 years. The proposed increase will allow an area to be covered every five years. Quinn Bennion noted the program was funded at \$100,000 in 2009.

2. General Fund Contingency - recommendation will be to keep at \$500,000 level. Mr. Bennion noted that a few years ago the budget was \$700,000.
3. Fund Balance to remain at 25% of operating revenue or \$3.87M. Mr. Bennion noted that fund balance is treated differently by cities depending of several unique criteria.
4. Utilities are projected for a 5% increase for electricity and natural gas. He noted a 5% increase in the cost of electricity for street lights and traffic signals alone amounts to \$80k.
5. Fuel is being budgeted at \$4 per gallon
6. Personnel assumptions
 - a. No increase or change in number of employees
 - b. Merit pool salary increase of 2% - no base merit given in 2012
 - c. KPERS cost will increase from 8.34% of salary to 8.94%
 - d. Funding for Police Pension Fund is \$450,000
7. Building & Maintenance will include funding for Council Chair replacement (\$12k) and paint and furniture replacement for the Community Center (\$26k)
8. Equipment Reserve Fund will provide more focus on the long-term outlook with an increased use of this fund rather than purchasing out of the general fund and the establishment of a city-wide vehicle replacement schedule.

Quinn Bennion announced the 2013 Operating Budget will be presented at the June 4th Council Committee of the Whole meeting with the Capital Infrastructure Fund and Economic Development Fund presented on June 18th.

COU2012-27 Consider Business License Fees

Lisa Santa Maria stated in 2011, the City began offering business license renewals online for select business license types. Approximately 50% of the licenses for the past licensing year have been renewed on line. While providing the online capabilities saves time and provides flexibility for the customer, it increases transaction costs for the City. The most significant costs are the online fees charged to the City by the merchant processor for PCI compliance and processing credit card transactions. In addition, the Finance Department is spending additional time each month reconciling the online transaction.

The online transaction processing fee is approximately 3.4% of the total volume processed online. Internet transactions are considered higher risk than retail transactions because of the risk of fraud and charge backs. Processing expenses increase with online transactions. Staff is recommending increasing fees by 3% for the

business license types that are renewed online: Administrative/Retail, Home Occupation, Rental Property and Arborist/Pesticide. A 3% increase across all licenses, those renewed online and not online, should cover the online transaction fees and the additional staff time spent on these processes.

The last increase in fees was done in 2008. The fee increase will not take effect until January 1, 2013 or with the issuance of 2013 licenses to coincide with the 2013 budget.

Steve Noll asked if with this increase the city would not anticipate raising fees for several years. Ms Santa Maria stated with this overall increase the fees being taken out for processing should be covered.

Brooke Morehead asked is "PayPal" was being used. Lisa Santa Maria stated the credit processing mechanism used is contingent upon the software. The business licensing software uses a different process than the recreation software.

Mrs. Morehead asked if the city had looked at using a broker. Ms Santa Maria replied that when the city went out to bid for banking services the bid included a credit card services component. She noted from her past experience, it is very difficult to analyze credit card transaction processing fees. She stated this could be included the next time banking services are bid. UMB currently provides the city's banking services.

Ted Odell asked if the fees charged for licensing cover the costs. The City Clerk responded the fees were analyzed about ten years ago and found to be comparable to those charged by other cities. An actual cost analysis has not been done recently. The fees that may not be covering the costs incurred in processing are those that require services from another department such as the rental licenses which require the code enforcement officer to do an external inspection of the property prior to the issuance of the license. The licensing process for most of the licenses has been refined and should be covered by the fee charged.

Andrew Wang made the following motion, which was seconded by Michael Kelly and passed unanimously:

MOVE THE CITY COUNCIL APPROVE A 3% INCREASE IN THE FEES CHARGED FOR RENTAL, ARBORIST, PESTICIDE, HOME OCCUPATION AND ADMINISTRATIVE/RETAIL BUSINESS LICENSE EFFECTIVE JANUARY 1, 2013 OR WITH THE ISSUANCE OF 2013 LICENSES

**COUNCIL ACTION REQUIRED
CONSENT AGENDA**

Review Proposed Plans for façade modifications related to the Hen House Grocery Store at Corinth Shopping Center

Dennis Enslinger noted as part of the Community Improvement District (CID) approval process, the City Council requested that it be provided an opportunity to provide comment on projects which involved the Corinth CID project.

Lane4 has submitted a proposal for building modifications to the façade of the Hen House Grocery Store. Lane4 has indicated they plan to request reimbursement of the façade improvements with CID funds. The Planning Commission will consider this request, as a site plan approval, at their June 5, 2012 meeting.

Hen House will also be making interior improvements to the store as part of the renovation process. Lane4 has indicated they will not be requesting CID funds for the interior improvements.

Mr. Enslinger reviewed the submitted proposed design changes. The changes include an increase in the elevation, one centralized entrance rather than the current two, addition of arbor areas, wider sidewalks and higher quality exterior materials.

David Belz asked if the new design fits with the changes being made in the main center and CVS building. Mr. Enslinger responded there is less change than that being done on the main building and CVS, but the proposed exterior renovation does have some shared elements from the main building such as higher quality materials and panels. Mr. Belz stated it is important that it fits with the changes being made elsewhere in the center with the same quality materials, landscaping around the building and in the parking area.

Michael Kelly asked what the staff felt regarding the submitted materials. Mr. Enslinger noted some of the items staff will be asking for in their recommendation to the Planning Commission which has final determination and noted they have already requested some additional information such as a layout of the interior changes, location of type of landscaping proposed. It has been suggested they consider some type of artistic feature for the north or south side of the building to break up the blank wall such as a possible mosaic or sculpture.

Ted Odell asked if they would have the wider sidewalks and outside seating being added to the main center. Mr. Enslinger noted the sidewalks would be wider; however, there is no outdoor seating being proposed.

The Council noted the importance of the renovation being of equal quality with the other improvements being made in the center in regard to quality materials, landscaping, visual enhancements and connectivity to the other areas of the center.

STAFF REPORTS

Public Safety

- Captain Wes Lovett presented a report on the DDACT program that has been in place for the past year. The program focuses patrol efforts on areas that have been identified as having a high potential for or record of crime. Captain Lovett reviewed YTD crime statistics reflecting the number of patrol hours, number of citations written, stops made and crime data.

David Belz asked if the crime statistics were reflective of the entire city or the DDACT targeted areas. Captain Lovett noted the statistics were citywide noting the three

months prior to the initiation of the program the city experience 26 burglaries and in the year following the program only 46 total burglaries have occurred. He noted the crime decreases are even more significant in the targeted areas. Chief Jordan stated the department has not made any broad conclusions from the data but are pleased with the results and will continue to use the DDACTS (Data Driven Approach to Crime and Traffic Safety) approach.

- Chief Jordan announced the Special Olympics Torch Run will be held on Wednesday, May 30th.

Public Works

- Bruce McNabb reported his staff is finishing the operations for the opening of the swimming pool complex on Saturday, May 26th.

Administration

- Dennis Enslinger stated he has been working with Countryside East Homes Association to establish an overlay district as part of the zoning code. He may be ready to take it to the Planning Commission for consideration by the end of the year.
- Mr. Enslinger stated the new municipal court software does not allow for an additional fee to be added to the fee structure. Therefore, he will be bringing an amendment to the fee structure that allows for the state required fee to be assessed separately from the court fine.
- There have been complaints regarding the Ripple Glass container located behind the Antique Mall by the residents of the condominiums.
- Chris Engel reported on the Weltner Park dedication on Saturday, May 12th. Former Mayor Sue Weltner was appreciative of the event and the improvements made to this park.
- Former coach, Nancy Morgan will return to coach the Synchronized Swim team.
- Dick Bills, long-time Sister City Committee member and Prairie Village resident passed away.
- Lisa Santa Maria is working on the budget and wrapping up the 2011 Audit.
- Lisa reported the on-line PV checkbook is in the beta test stage and should be available on-line soon.
- Quinn Bennion announced the Council group photo will be taken on Monday, June 4th.
- Mr. Bennion recognized Finance Director Lisa Santa Maria and Council President David Morrison on their recent completion of the Northeast Johnson County Leadership Program.

Mayor's Report

Mayor Shaffer reported he represented the City at the following events during the past two weeks: On Wednesday, May 9th the Salvation Army Annual Meeting; Saturday, May 12th, the Weltner Park Rededication, City of Mission parade, Crawfish festival at St. Ann's and participated in the city's large item pick-up; Monday, May 14th spoke with Tigers Cub Troop 3291; Thursday, May 17th, Ribbon Cutting ceremony for UltraMax; Johnny's Tip-a-Cop; Friday, May 18th NE Mayors meeting, Saturday, May 19th BRGR

Luv4Jazz 5K, prayer service for Dick Bills and Sunday, May 20th ate at the newest PV restaurant - Big Biscuit at 95th & Nall.

Adjournment

With no further business to come before the committee, Council President David Morrison adjourned the meeting at 7:15 p.m.

David Morrison
Council President

MAYOR'S ANNOUNCEMENTS
June 4, 2012

Committee meetings scheduled for the next two weeks include:

Board of Zoning Appeals	06/05/2012	6:30 p.m.
Planning Commission	06/05/2012	7:30 p.m.
Sister City Committee	06/11/2012	7:00 p.m.
JazzFest Committee	06/13/2012	7:00 p.m.
Council Committee of the Whole	06/18/2012	6:00 p.m.
City Council	06/18/2012	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce a mixed media exhibit by the Senior Arts Council in the R. G. Endres Gallery for the month of June. The artist reception will be held on June 8th from 6:30 to 8:30 p.m.

VillageFest is Wednesday, July 4th!

INFORMATIONAL ITEMS
June 4, 2012

1. Planning Commission Agenda - June 5, 2012
2. Board of Zoning Appeals Agenda - June 5, 2012
3. Environmental Committee Minutes - April 25, 2012
4. VillageFest Committee Minutes - April 26, 2012
5. Jazz Fest Committee Minutes - May 3, 2012
6. Mark Your Calendars

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
MUNICIPAL BUILDING - 7700 MISSION ROAD
TUESDAY, JUNE 5, 2012
COUNCIL CHAMBERS
7:00 P.M.**

- I. ROLL CALL
- II. APPROVAL OF PC MINUTES - May 1, 2012
- III. PUBLIC HEARINGS
 - PC2012-06 Request for Special Use Permit for Daycare Program at 7501 Belinder Avenue
Zoning: R-1a
Applicant: Alison Ernzen; Little Owlly's Nest for Knowledge
- IV. NON-PUBLIC HEARINGS
 - PC2012-106 Request for Preliminary & Final Plat Approval
2110 West 72nd Street
Zoning: R-1a
Applicant: Martin Rutiaga
 - PC2012-107 Request for Site Plan approval - Bldg Height Elevation & Retaining Wall
3704 West 71st Street
Zoning: R-1a
Applicant: Lauren Hickman, Archetype Design Group
 - PC2012-108 Request for Site Plan Approval - Hen House Renovation
4050 West 83rd Street
Zoning: C-2
Applicant: Generator Studio
 - PC2012-109 Request for Sign Approval & Revised Sign Standards-
2200 West 75th Street
Zoning: C-2
Applicant: Stephanie Warden DDS &
Home Renovations, ALH
 - PC2012-110 Request for Replat of 75 Mission Office Condominiums
3864 West 75th Street
Zoning: C-0
Applicant: Paul Wrablica, III
 - PC2011-06 Request for Site Plan Approval - Windows
3975 West 83rd Street
Zoning: C-2
Applicant: Jimmy Barry - Tide Dry Cleaners

V. OTHER BUSINESS

VI. ADJOURNMENT

Plans available at City Hall if applicable

If you can not be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

***Any Commission members having a conflict of interest, shall acknowledge that conflict prior to the hearing of an application, shall not participate in the hearing or discussion, shall not vote on the issue and shall vacate their position at the table until the conclusion of the hearing.**

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
TUESDAY, JUNE 5, 2012
6:30 P.M.**

Council Chamber

- I. ROLL CALL
- II. APPROVAL OF MINUTES - March 1, 2011
- III. ACTION ITEM
BZA2012-01 Request for a Variance from P.V.M.C. 19.16.035
reducing the rear yard setback from 25' to approximately 16' at
3704 West 71st Street
Zoning: R-1a
Applicant: Lauren Hickman
- IV. NEW BUSINESS
- V. OLD BUSINESS
- VI. ADJOURNMENT

If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

PRAIRIE VILLAGE ENVIRONMENT AND RECYCLE COMMITTEE

Minutes, April 25, 2012

Pete Jarchow, for the steering committee, called the meeting to order at 7:05 p.m. Attending were Barbara Brown, Nicolás Garcia, Sarah Garcia, Karin McAdams, Dennis Enslinger, Thomas O'Brien, Pete Jarchow, Margaret Goldstein, Ruth Hopkins, Shannon Tuttle, Deborah English, Polly Swafford, Anne-Marie Hedge and Linda Smith. Attending for the first time were future SME Environmental Club representatives Clara Ma and Ada Throckmorton; Ada's mother Teresa Throckmorton was visiting.

The minutes from March were approved.

Guest Speaker – couldn't come due to illness; she would like to be scheduled for the May meeting.

Reports and business

- **Earth Fair** – was proclaimed to be highly successful.
 - **Some of the best elements:**
 - Good layout – it was easy for people to get around, and there wasn't dead space at the far end of the gym.
 - Bikes 816 – they got bike donations and want to return next year.
 - OWL – was pleased with this year's location.
 - Book Fair – raised a good deal of money.
 - Mom Garcia, who counted at the front door, registered attendance at 1005.
 - The food vendors sold out.
 - The music was appreciated and their location worked.
 - We came in just under budget; out of a budgeted \$3000, we spend \$2900 unless large bills still come in.
 - SME Environmental Committee will receive \$116 from the raffle.
 - Bread for Life was more pleased with their location this year and sold well.
 - The signs along Mission Road were well received and useful.
 - **For next year's consideration:**
 - The information table needed more programs.
 - Edward Jones was not an appropriate vendor.
 - The children's area needs more afternoon volunteers.
 - We could coach the vendors on how to draw people in: more catchy displays, talking and hawking.
 - If the fashion show were announced loudly ahead of time, people would know to gather there.
 - A full-time MC would be good; with enough advance notice, perhaps one could be recruited from the SME theater department.

- The activities that are not in the gym need much better signage, and more publicity.
- Public relations were good, but we could use even more.
- More contributions to the blog would be helpful.
- How can we attract more SME students?
- Involving the PTA would be good. Perhaps we could emphasize that volunteering with the fair would be good for their children's college applications! We need a friendly mom who's on the PTA.
- Next year's fair will be on April 13.
- **Community Gardens:**
 - Plants are growing.
 - The CCC (Cherokee Christian Church) site already has a rabbit barrier in place, and Harmon is having a workday to install theirs.
 - Some plots may be available; SME students are interested.
 - CCC is very pleased with the garden and wants to expand. Perhaps that's a good location for handicap accessible plots.
 - The steering committee is working on apportioning roles and writing bylaws.
 - Committee members who take pictures are urged to send them to Thomas or Nicolás.
 -
- **Community Forum:**
 - Now that the Earth Fair is over, the committee needs to meet.
 - Many food options were discussed. The Environmental Club may be willing to make the dinner; Nicolás is willing to work with farmers to obtain local food. An interesting possibility is to hire culinary students from Broadmoor School.
 - Fracking seems like a highly relevant topic; it's important to frame a discussion of it as a compelling experience.
- **Other business:**
 - Ruth Hopkins noted that Somerset School donated its playground equipment and soccer setup to a school in KCK that had none.
 - Village Fest will again have a booth and a game. Volunteers will be needed, of course.

The meeting adjourned at 8:30

The next meeting will be held on May 23 at 7:00 p.m.

Respectfully submitted,

Karin McAdams

Addendum: Linda suggests looking over these ideas from last year's discussion:

Next Steps:

-invite the Public Works Director back for an update on the eight questions that guided the discussion in the 5-22-11 PVEC meeting. Are there any changes in practices or products or any new learnings?

***does P.W. now keep a chemical log?**

*** has the issue of training been examined?**

- Is it time to revisit the Committee proposal to add another chemical free park (like Bennett) to our park portfolio?

- can we get an assessment of the success, weedwise, of restrained use of weed control chemicals in Ashley's neighborhood?

- may we have a bottom line cost analysis on both product and labor to convert from SNAPSHOT to WOW?

VILLAGEFEST COMMITTEE

April 26, 2012 Minutes

The VillageFest Committee met April 26, 2012 at 7:00 pm. Present and presiding, Marianne Noll. Members present: Toby Fritz, Ted Fritz, Beth Cavanaugh, Ed Roberts, Susan Forrest, Cindy Clark, Patty Jordan, Deke Rohrbach, Dale Warman, Kathy Peters and Jeanne Koontz.

Minutes

Ed Roberts moved approval of the minutes of the March 22, 2012 meeting. Toby Fritz seconded the motion which passed unanimously.

Inflatables/Wacky Banana

Marianne Noll stated that at the last meeting the committee voted to go with Inflatabilities. After the meeting Jeanne received an email from Wacky Banana and the committee voted by email to stay with Wacky Banana. Marianne sent an email to Wacky Banana to confirm and then followed up with a phone call and never heard back from them. Marianne stated she would like to go with Inflatabilities. The committee agreed. Marianne said she will notify Wacky Banana.

Staff Reports

A. Administration

Contract was sent to Ararat Shrine Clowns for 3 balloon artists for 4 hours for \$600.

Two food vendors have expressed interest in coming to VillageFest. One would like to sell sno cones, funnel cakes and cotton candy. The committee decided to pass on this one because another vendor is selling the same items. The other vendor would like to sell fresh fruit slushies. The committee decided to invite this vendor to participate in VillageFest.

Marianne will follow-up with Latte Land regarding coffee for the pancake breakfast.

Jeanne Koontz stated she was contacted by a magician who would do roving magic for two hours for \$400. The committee discussed whether to have a magician or Laughing Matters (mime and juggling act). The committee decided to go with Laughing Matters.

B. Public Works - No report

C. Police Department - No report

D. Fire Department - No report

Activity Reports

A. Entertainment - Quinn Bennion

Jeanne Koontz said she is planning on ordering the following giveaways: beach balls, leis, slinkys and necklaces. Marianne Noll reported that Mayor Shaffer suggested inviting the Kansas State Yo-Yo Champion to VillageFest. The committee liked this idea. If the yo-yo champion comes then we will look at getting yo-yo's instead of slinkys.

Marianne Noll said she would like to have the hula hoop contest and the trivia contest again this year.

Marianne asked the committee to consider a WOW item and suggest it if they think of one and if we can come up with the money. Dale Warman mentioned that KCADC has a cold air inflatable balloon.

- B. Marketing - Marianne Noll & Jeanne Koontz
Marianne Noll reported that she posted on Facebook and asked the committee to interact with the Facebook page.

Don Mackey will create the flyer again. It needs to be finalized the last week of May.

- C. Children's Craft Center - Patty Jordan
Patty Jordan passed out examples of the three crafts.

Dale Warman reported that Home Depot will be going to Spirit of Mission Days with 150 bird house kits. He will contact them to see if they will come to VillageFest.

- D. Crafts - Patty Jordan
Patty Jordan said she completed the application and it is on the website. She will pass it out at the Turkey Creek Festival. The Missouri Crafters Association will also pass out the application. It needs to be posted on Facebook and sent to pvpost.com.

- E. Patriotic Service
Marianne Noll will contact Susan Lee to ask her to sing.

- F. Food Vendors - Susan Forrest
No report.

- G. Grilling Contest - Deke Rohrbach
Deke Rohrbach has finalized the rules and application. Volunteers will be needed the day of the event. Publicity will be done on the website, facebook, pvpost.com and at the City Clerk's counter.

- H. History Display - Ted Fritz
Ted Fritz reported that he is beginning to prepare the display items for mounting.

- I. Hospitality - Doug Sharp
No report.

- J. Volunteers - Beth Cavanaugh
No report.

- K. Children's Parade
Marianne Noll said her daughter will coordinate.

- L. Information Booth - Beth Cavanaugh
No report.

- M. Student Contest
The committee decided not to do the student contest this year.

- N. Community Spirit Award - Diana Ewy Sharp and Toby Fritz
Jeanne Koontz will send the application out to committee members.

- O. Bike Rodeo - Adam Taylor

No report.

P. Children's Fingerprinting - Ed Roberts

No report.

Q. Committee Shirts - Marianne Noll

The committee will order white polo shirts for the committee members and white t-shirts for volunteers.

R. Committee Booths - Jeanne Koontz & Marianne Noll

No report.

Other Business

The Prairie Village Lions Club will be providing a health screening van.

The meeting adjourned at 8:30 pm.

Marianne Noll
Chair

Jazz Fest Committee
Thursday, May 3, 2012
7:00 p.m.

Present: Jack Shearer, Gloria Shearer, Donelea Hespe, Peggy Wright, Mary Ann Watkins, Dan Andersen, Brian Peters, Larry Kopitnik, Michael Jones, Alan Gaylin, Tara VanLoenen and Joyce Hagen Mundy

The minutes of the April 10, 2012 meeting were distributed and approved.

General Update

Joyce announced that the City received word from the Dolyna Jazz Band that they would not be able to perform at the 2012 festival. They would like to be considered for 2013. Jack announced that Brian Busby is not available to act as MC for the 2012 Festival.

Sponsorships

Jack met with Jon Grams and received a list of potential sponsors. Walt Vernon, Jack and Alan Gaylin will be contacting potential sponsors over the next few weeks. Ranchmart Shopping Center will be a 2012 sponsor.

KCMO radio has contacted Jack regarding their possible participation.

Budget

Jack stated the budget has not been finalized. Joyce presented the financial status as of May 3, 2012. During the past month approximately \$750 has been received in donations. The current JazzFest Committee account balance is \$5139.26.

BRGR 5K

Alan reported race registrations have been slow. Operations are being handled by Ultramax Sports. Habitat for Humanity will have a tent at the race. Joel Nichols will be doing promotions on his morning broadcast. Tara reported lots of signs have been placed. Alan stated the race information did not get in the Trolley Run packet, but will be going out in the Corinth Dragon 5K packet.

Race shirts and volunteer shirts have been ordered. The Corinth Elementary School parking lot has been reserved for race parking. E-Blasts will be going out on the race. There is a sign-up link on both the BRGR facebook and the PV Jazz facebook.

STAGE

Dan Andersen reported he met with the stage people. There should not be any problem with the placement of the stage over the skate park. Dan stated he needed tent information to determine the power requirements.

JAZZ IN THE WOODS

Jazz in the Woods is June 15 & 16th. Jack would like to have committee members volunteer to work in their corporate tents. He will get more information for the next meeting.

TALENT

Jack reported he met with Shay Estes to discuss talent for the festival. She had suggestions for possible talent including Diverse, Grand Marquis, People's Liberation Big Band or New Jazz Order Big Band.

Jack was contacted by Mark Edleman regarding 12th Street Jump's participation in the 2012 festival.

Larry Kopitnik noted 12th Street Jump is more of a variety show format. He is ok with them performing first and incorporating the SME Jazz Band into the show.

Dan Andersen noted that David Basse will provide additional marketing promoting the festival both through the Leawood Arts Council and through his show reaching a broader audience.

Peggy Wright suggested a possible female blues singer.

Larry announced that Bobby Watson was holding the date of the festival open, however, he is concerned with the committee having sufficient budget to include him in the line-up. Dan Andersen asked how the line-up would change without Bobby. Larry responded he would propose to move Mike Metheny after Megan Birdsall. Dan asked what it would cost to include Rich Wheeler; Larry responded \$1200.

Dan noted the proposed line-up costs \$6000 more than was spent in 2011. Joyce noted it was \$6000 less than was spent on talent for the initial festival.

Michael Anderson asked if consideration had been given to making it a Jazz & Blues Festival. Dan Andersen responded the first year the focus was on jazz, however, he would not be opposed to having both.

The committee discussed the pros and cons of including 12th Street Jump in the 2012 line-up. Some committee members felt the show format did not fit, others felt it would broaden the draw and provide additional marketing.

Alan Gaylin agreed with Larry that it doesn't fit and that there were a number of new acts that could be added to the line-up that would be more appropriate.

Jack Shearer moved that 12th Street Jump not be invited to perform at the 2012 Prairie Village Jazz Festival. The motion was seconded by Dan Andersen and passed.

It was suggested that perhaps David Basse could be included in the festival as the festival MC.

JazzFestival Program

Tara announced that the PV JazzFestival has a ½ page add in the Corporate Woods Jazz Festival Program. She also noted that she has talked with the firm that does that program. This would provide another value for our sponsors and donors to the festival. The committee felt this was a good idea and Tara will continue to explore the option. She will get the costs for 5000 and 10,000 in case there is a significant cost benefit with the larger number.

Website

MaryAnn noted that at the last meeting Tara had volunteered to help with the JazzFest website. Noting the lack of timely updates she suggested the committee accept her offer. Tara noted she would be willing to work on the website, but not until after the 5K.

Next Meeting

In order to get contracts finalized and to the City Council at their first meeting in June, Joyce suggested moving the next meeting up to the last week in May.

The next committee meeting will be **Wednesday, May 30th at 7 p.m.**

Adjournment

The meeting was adjourned at 8:35 p.m.

**Council Members
Mark Your Calendars
June 4, 2012**

June 2012	Senior Arts Council exhibit in the R. G. Endres Gallery
June 8	Artist reception in the R. G. Endres Gallery 6:30 - 8:30 p.m.
June 15	Moonlight swim - pool open until 10:00 p.m.
June 18	City Council Meeting
July 2012	Anna Dorrance / Mark Higgins / Anna Nye photography exhibit in the R. G. Endres Gallery
July 2	City Council Meeting
July 4	VillageFest
July 4	City offices closed in observance of Independence Day
July 6	Moonlight swim - pool open until 10:00 p.m.
July 13	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
July 16	City Council Meeting
July 20	Moonlight swim - pool open until 10:00 p.m.
August 2012	Ted Denton photography exhibit in the R. G. Endres Gallery
August 3	Moonlight swim - pool open until 10:00 p.m.
August 6	City Council Meeting
August 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
August 13	Reduced hours begin at the pool
August 20	City Council Meeting
September 2012	Ukrainian - Sister City exhibit in the R. G. Endres Gallery
September 3	City offices closed in observance of Labor Day
September 3	Pool closes for the season at 6:00 p.m.
September 4(Tues.)	City Council Meeting
September 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
October 2012	State of the Arts Exhibit in the R. G. Endres Gallery
October 1	City Council Meeting
October 12	Artist reception in the R. G. Endres Gallery 6:30 - 8:30 p.m.
October 15	City Council Meeting
November 2012	Greater Kansas City Art Association
November 5	City Council Meeting
November 9	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
November 19	City Council Meeting
November 22	City offices closed in observance of Thanksgiving
November 23	City offices closed in observance of Thanksgiving
December 2012	Eileen McCoy oils exhibit in the R. G. Endres Gallery
December 3	City Council Meeting
December 14	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
December 17	City Council Meeting
December 25	City offices closed in observance of Christmas