

# CITY OF PRAIRIE VILLAGE

**June 3, 2013**

**Council Committee Meeting 6:00 pm**

**City Council Meeting 7:30 pm**



**COUNCIL COMMITTEE OF THE WHOLE  
Council Chambers  
June 03, 2013  
6:00 PM**

**AGENDA**

**CHARLES CLARK, ACTING COUNCIL PRESIDENT**

**AGENDA ITEMS FOR DISCUSSION**

Presentation of the 2014 Recommended Operating Budget

- \*COU2013-21 Consider approval of letter to Attorney General regarding HB 2055 and concealed carry in public buildings  
Katie Logan

Discussion regarding possible sign-in process at City Hall and Police Department

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

**City of Prairie Village  
2014 Budget  
Budget Summary - All Funds**

	General Fund	Solid Waste Management	Special Highway	Stormwater Utility	Special Parks & Rec	Special Alcohol	Bond & Interest	Subtotal - Budgeted Funds
Fund Balance 1/1	5,819,529	215,160	11,818	343,694	49,133	74,753	24,805	6,538,892
<b>Revenues:</b>								
Property Taxes	3,963,468	-	-	-	-	-	1,575,564	5,539,032
Sales Taxes	4,678,642	-	-	-	-	-	-	4,678,642
Use Tax	886,214	-	-	-	-	-	-	886,214
Motor Vehicle Tax	400,000	-	-	-	-	-	185,988	585,988
Liquor Tax	120,000	-	-	-	120,000	120,000	-	360,000
Franchise Fees	1,769,229	-	-	-	-	-	-	1,769,229
Licenses & Permits	472,497	1,900	-	4,000	-	-	-	478,397
Intergovernmental	-	-	555,662	-	-	-	-	555,662
Charges for Services	1,833,534	1,456,473	-	1,532,627	-	-	-	4,822,634
Fines & Fees	1,166,406	-	-	-	-	-	-	1,166,406
Recreational Fees	483,315	-	-	-	-	-	-	483,315
Bond Proceeds	-	-	-	-	-	-	-	-
Interest on Investments	80,000	2,000	-	1,000	-	-	-	83,000
Miscellaneous	175,000	17,000	-	-	-	-	-	192,000
<b>Total Revenue</b>	<b>16,028,305</b>	<b>1,477,373</b>	<b>555,662</b>	<b>1,537,627</b>	<b>120,000</b>	<b>120,000</b>	<b>1,761,552</b>	<b>21,600,519</b>
<b>Transfers from Other funds:</b>								
Transfer from General Fund	-	-	-	-	-	-	-	-
Transfer from Solid Waste Management	-	-	-	-	-	-	-	-
Transfer from Stormwater Utility Fund	423,467	-	-	-	-	-	563,368	986,835
Transfer from Special Highway Fund	-	-	-	-	-	-	-	-
Transfer from Special Parks & Rec Fund	-	-	-	-	-	-	-	-
Transfer from Special Alcohol Fund	-	-	-	-	-	-	-	-
<b>Total</b>	<b>423,467</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>563,368</b>	<b>986,835</b>
<b>Total Sources</b>	<b>16,451,772</b>	<b>1,477,373</b>	<b>555,662</b>	<b>1,537,627</b>	<b>120,000</b>	<b>120,000</b>	<b>2,324,920</b>	<b>22,587,354</b>
<b>Expenditures:</b>								
Personal Services	8,847,831	26,055	-	-	-	69,896	-	8,943,782
Contract Services	4,758,138	1,449,215	-	-	-	18,411	-	6,225,764
Commodities	777,954	200	-	-	-	4,613	-	782,767
Capital Outlay	221,650	-	-	-	-	-	-	221,650
Debt Service	-	-	-	-	-	-	2,012,635	2,012,635
Infrastructure	-	-	-	-	-	-	-	-
Equipment Reserve	-	-	-	-	-	-	-	-
Risk Management Reserve	-	-	-	-	-	-	-	-
Capital Infrastructure Reserve	-	-	-	-	-	-	-	-
Contingency	500,000	-	-	-	-	-	-	500,000
<b>Total Expenditures</b>	<b>15,105,573</b>	<b>1,475,470</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>92,920</b>	<b>2,012,635</b>	<b>18,686,598</b>
<b>Transfers to Other Funds:</b>								
Transfer to General Fund	-	-	-	423,467	-	-	-	423,467
Transfer to Bond & Interest Fund	-	-	-	563,368	-	-	-	563,368
Transfer to Capital Infrastructure Fund	2,518,855	-	500,000	590,000	120,000	-	-	3,728,855
Transfer to Risk Management Fund	35,000	-	-	-	-	-	-	35,000
Transfer to Economic Development Fund	-	-	-	-	-	-	-	-
Transfer to Equipment Reserve Fund	600,000	-	-	87,600	-	-	-	687,600
<b>Total</b>	<b>3,153,855</b>	<b>-</b>	<b>500,000</b>	<b>1,664,435</b>	<b>120,000</b>	<b>-</b>	<b>-</b>	<b>5,438,290</b>
<b>Total Uses</b>	<b>18,259,428</b>	<b>1,475,470</b>	<b>500,000</b>	<b>1,664,435</b>	<b>120,000</b>	<b>92,920</b>	<b>2,012,635</b>	<b>24,124,888</b>
Sources Over(Under) Uses	(1,807,656)	1,903	55,662	(126,808)	-	27,080	312,285	(1,537,534)
Fund Balance @ 12/31	4,011,873	217,063	67,480	216,886	49,133	101,833	337,090	5,001,358

**City of Prairie Village  
2014 Budget  
Budget Summary - All Funds**

	Capital Infrastructure	Risk Management	Economic Development	Equipment Reserve	CID Corinth	CID PV Shops	All Funds Total
Fund Balance 1/1	3,344,735	78,878	1,990,035	229,371	411,992	559,011	13,152,914
<b>Revenues:</b>							
Property Taxes	-	-	-	-	-	-	5,539,032
Sales Taxes	-	-	-	-	430,000	430,000	5,538,642
Use Tax	-	-	-	-	-	-	886,214
Motor Vehicle Tax	-	-	-	-	-	-	585,988
Liquor Tax	-	-	-	-	-	-	360,000
Franchise Fees	-	-	-	-	-	-	1,769,229
Licenses & Permits	-	-	-	-	-	-	478,397
Intergovernmental	2,234,800	-	-	-	-	-	2,790,462
Charges for Services	-	-	-	-	-	-	4,822,634
Fines & Fees	-	-	-	-	-	-	1,166,406
Recreational Fees	-	-	-	-	-	-	483,315
Bond Proceeds	-	-	-	-	-	-	-
Interest on Investments	-	300	10,000	2,000	120	120	95,540
Miscellaneous	-	-	-	-	-	-	192,000
<b>Total Revenue</b>	<b>2,234,800</b>	<b>300</b>	<b>10,000</b>	<b>2,000</b>	<b>430,120</b>	<b>430,120</b>	<b>24,707,859</b>
<b>Transfers from Other funds:</b>							
Transfer from General Fund	2,518,855	35,000	-	600,000	-	-	3,153,855
Transfer from Solid Waste Management	-	-	-	-	-	-	-
Transfer from Stormwater Utility Fund	590,000	-	-	87,600	-	-	1,664,435
Transfer from Special Highway Fund	500,000	-	-	-	-	-	500,000
Transfer from Special Parks & Rec Fund	120,000	-	-	-	-	-	120,000
Transfer from Special Alcohol Fund	-	-	-	-	-	-	-
<b>Total</b>	<b>3,728,855</b>	<b>35,000</b>	<b>-</b>	<b>687,600</b>	<b>-</b>	<b>-</b>	<b>5,438,290</b>
<b>Total Sources</b>	<b>5,963,655</b>	<b>35,300</b>	<b>10,000</b>	<b>689,600</b>	<b>430,120</b>	<b>430,120</b>	<b>30,146,149</b>
<b>Expenditures:</b>							
Personal Services	-	-	-	-	-	-	8,943,782
Contract Services	-	45,000	73,000	-	840,000	980,000	8,163,764
Commodities	-	-	-	-	-	-	782,767
Capital Outlay	-	-	-	650,100	-	-	871,750
Debt Service	-	-	-	-	-	-	2,012,635
Infrastructure	7,414,739	-	-	-	-	-	7,414,739
Equipment Reserve	-	-	-	-	-	-	-
Risk Management Reserve	-	-	-	-	-	-	-
Capital Infrastructure Reserve	-	-	-	-	-	-	-
Contingency	-	-	-	-	-	-	500,000
<b>Total Expenditures</b>	<b>7,414,739</b>	<b>45,000</b>	<b>73,000</b>	<b>650,100</b>	<b>840,000</b>	<b>980,000</b>	<b>28,689,437</b>
<b>Transfers to Other Funds:</b>							
Transfer to General Fund	-	-	-	-	-	-	423,467
Transfer to Bond & Interest Fund	-	-	-	-	-	-	563,368
Transfer to Capital Infrastructure Fund	-	-	-	-	-	-	3,728,855
Transfer to Risk Management Fund	-	-	-	-	-	-	35,000
Transfer to Economic Development Fund	-	-	-	-	-	-	-
Transfer to Equipment Reserve Fund	-	-	-	-	-	-	687,600
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,438,290</b>
<b>Total Uses</b>	<b>7,414,739</b>	<b>45,000</b>	<b>73,000</b>	<b>650,100</b>	<b>840,000</b>	<b>980,000</b>	<b>34,127,727</b>
Sources Over(Under) Uses	(1,451,084)	(9,700)	(63,000)	39,500	(409,880)	(549,880)	(3,981,578)
Fund Balance @ 12/31	1,893,651	69,178	1,927,035	268,871	2,112	9,131	9,171,336

City of Prairie Village  
2014 Budget  
Schedule of Transfers

		Transfer To											
		General	Solid Waste Management	Special Highway	Stormwater Utility	Special Parks & Recreation	Special Alcohol	Bond & Interest	Capital Projects	Risk Management	Economic Development	Equipment Reserve	Total
Transfer From	General Fund	-	-	-	-	-	-	-	2,518,855	35,000	-	600,000	3,153,855
	Solid Waste Management	-	-	-	-	-	-	-	-	-	-	-	-
	Special Highway	-	-	-	-	-	-	-	500,000	-	-	-	500,000
	Stormwater Utility	423,467	-	-	-	-	-	563,368	590,000	-	-	87,600	1,664,435
	Special Parks & Recreation	-	-	-	-	-	-	-	120,000	-	-	-	120,000
	Special Alcohol	-	-	-	-	-	-	-	-	-	-	-	-
	Bond & Interest	-	-	-	-	-	-	-	-	-	-	-	-
	Capital Projects	-	-	-	-	-	-	-	-	-	-	-	-
	Risk Management Reserve	-	-	-	-	-	-	-	-	-	-	-	-
	Economic Development	-	-	-	-	-	-	-	-	-	-	-	-
	Equipment Reserve	-	-	-	-	-	-	-	-	-	-	-	-
	<b>Total</b>	<b>423,467</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>563,368</b>	<b>3,728,855</b>	<b>35,000</b>	<b>-</b>	<b>687,600</b>

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**City of Prairie Village  
General Fund**

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
Fund Balance 1/1	\$ 4,918,702	\$ 6,636,658	\$ 5,647,459	\$ 5,819,529
<b>Revenues:</b>				
Property Taxes	3,968,400	4,146,595	3,924,171	3,963,468
Sales Taxes	4,496,523	4,638,898	4,586,904	4,678,642
Use Tax	847,522	878,411	868,837	886,214
Motor Vehicle Tax	403,495	365,068	456,712	400,000
Liquor Tax	93,541	124,583	95,422	120,000
Franchise Fees	1,805,148	1,798,641	1,787,100	1,769,229
Licenses & Permits	463,187	457,034	472,497	472,497
Intergovernmental	-	-	-	-
Charges for Services	1,779,785	1,723,554	1,833,534	1,833,534
Fines & Fees	1,154,857	1,075,209	1,166,406	1,166,406
Recreational Fees	457,726	482,082	469,238	483,315
Interest on Investments	14,023	4,064	30,000	80,000
Miscellaneous	153,565	235,479	78,094	175,000
<b>Total Revenue</b>	<b>15,637,773</b>	<b>15,929,618</b>	<b>15,768,915</b>	<b>16,028,305</b>
<b>Transfers from Other funds:</b>				
Transfer from Stormwater Utility Fund	450,000	450,000	423,467	423,467
<b>Total</b>	<b>450,000</b>	<b>450,000</b>	<b>423,467</b>	<b>423,467</b>
<b>Total Sources</b>	<b>16,087,773</b>	<b>16,379,618</b>	<b>16,192,382</b>	<b>16,451,772</b>
<b>Expenditures:</b>				
Personal Services	8,254,936	8,467,738	8,764,177	8,847,831
Contract Services	3,634,575	3,872,221	4,397,875	4,758,138
Commodities	864,405	884,287	1,072,374	777,954
Capital Outlay	426,022	377,603	299,850	221,650
Contingency	-	-	500,000	500,000
<b>Total Expenditures</b>	<b>13,179,938</b>	<b>13,601,849</b>	<b>15,034,276</b>	<b>15,105,573</b>
<b>Transfers to Other Funds:</b>				
Transfer to Capital Infrastructure Fund	901,649	1,636,649	2,518,855	2,518,855
Transfer to Bond & Interest Fund	-	-	-	-
Transfer to Risk Management Fund	35,000	35,000	35,000	35,000
Transfer to Economic Development Fund	-	-	-	-
Transfer to Equipment Reserve Fund	253,230	252,500	275,000	600,000
<b>Total</b>	<b>1,189,879</b>	<b>1,924,149</b>	<b>2,828,855</b>	<b>3,153,855</b>
<b>Total Uses</b>	<b>14,369,817</b>	<b>15,525,998</b>	<b>17,863,131</b>	<b>18,259,428</b>
Sources Over(Under) Uses	1,717,956	853,620	(1,670,749)	(1,807,656)
Fund Balance @ 12/31	\$ 6,636,658	\$ 7,490,278	\$ 3,976,710	\$ 4,011,873

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

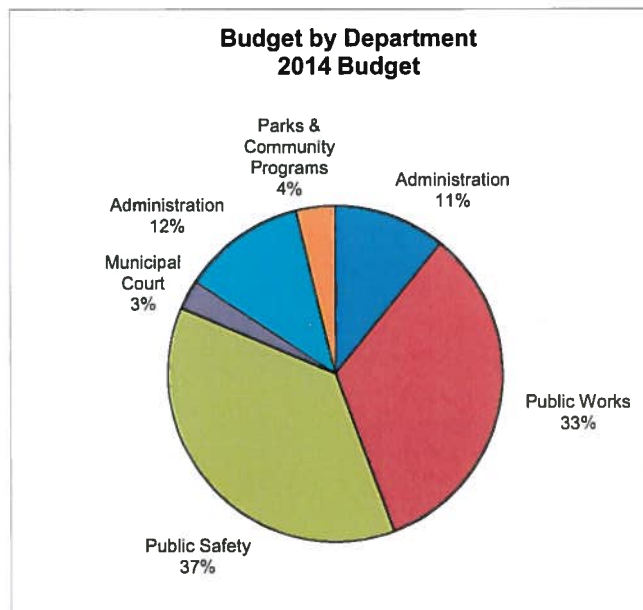
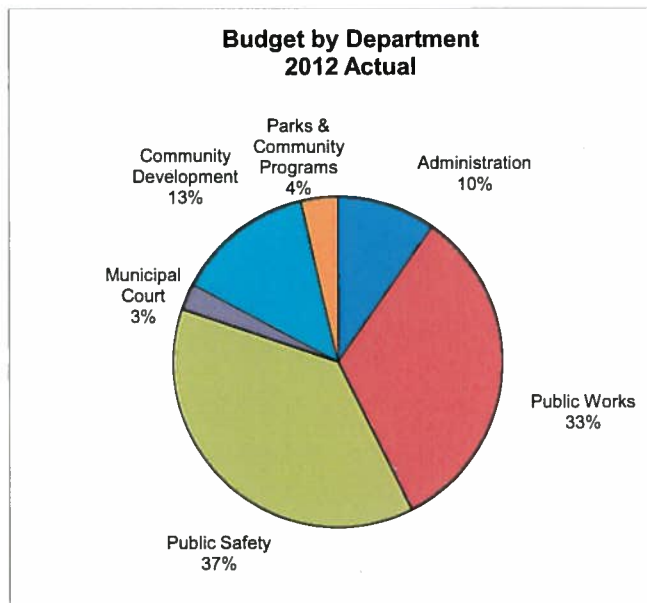
**Expenditures:** General operating expenditures and a portion of infrastructure improvement expenditures.

## City of Prairie Village 2014 Budget

### Summary by Department

Department	2011 Actual	2012 Actual	2013 Budget	2014 Budget
Administration	\$ 1,298,919	\$ 1,487,166	\$ 1,599,247	\$ 1,758,455
Public Works	5,194,677	5,023,394	5,647,003	5,417,557
Public Safety	5,457,153	5,725,520	5,921,084	5,988,079
Municipal Court	391,754	399,844	446,119	464,079
Community Development	1,994,653	2,077,793	1,795,986	1,942,643
Parks & Community Programs	530,176	546,237	618,908	603,149
<b>Total</b>	<b>\$ 14,867,331</b>	<b>\$ 15,259,954</b>	<b>\$ 16,028,346</b>	<b>\$ 16,173,962</b>

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**  
**General Fund Revenue Assumptions**

Relating to Budget Year 2014



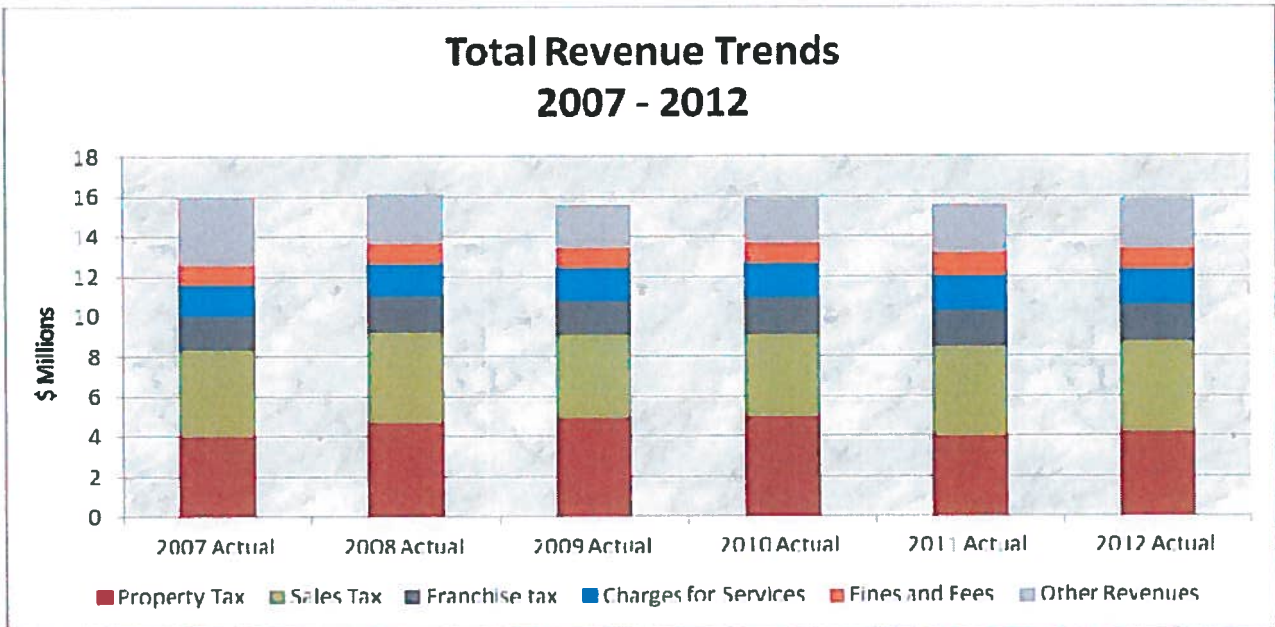


General Fund Revenue Assumptions as of May 1, 2013

**GENERAL FUND REVENUE ASSUMPTIONS**

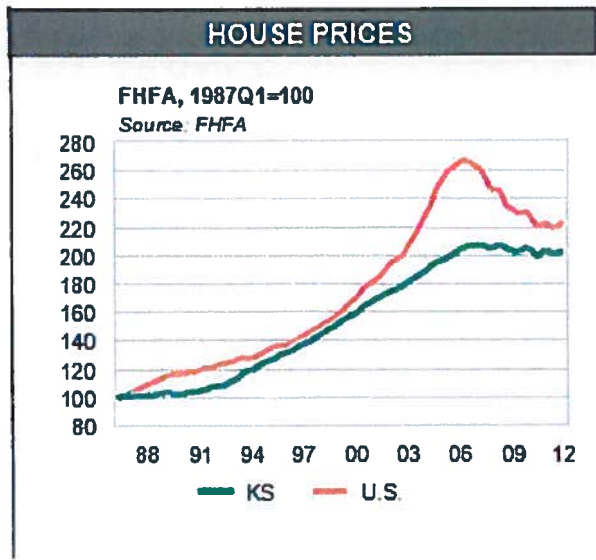
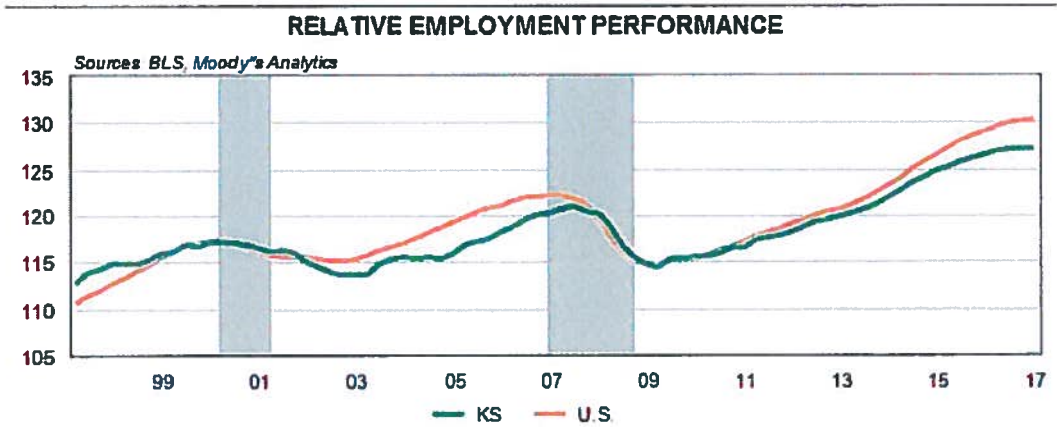
The chart, below, reflects total sources of revenue from 2007 to 2012. The top five sources of revenue in 2012 are broken out below and accounted for 84% of the total revenue received by the City in 2012.

• Property Tax	26%	Use Tax	6%
• Sales Tax	29%	Motor Vehicle Tax	2%
• Franchise Fees	11%	Liquor Tax	1%
• Charges for Services	11%	Licenses & Permits	3%
• Fines and Fees	<u>7%</u>	Recreational	3%
<b>Total</b>	<b>84%</b>	Miscellaneous	<u>1%</u>
			<b>16%</b>



## ECONOMIC OUTLOOK

The Kansas recovery as a whole has lagged that of the nation. With that said, Kansas state employment is forecasted to grow at a slightly faster rate than 2012, 1.8 percent. This will add about 21,000 jobs in 2013 and another 33,000 in 2014. It is predicted that nearly all sectors of the economy will be back on a growth tract, and real personal income will be on the rise by the end of 2014.



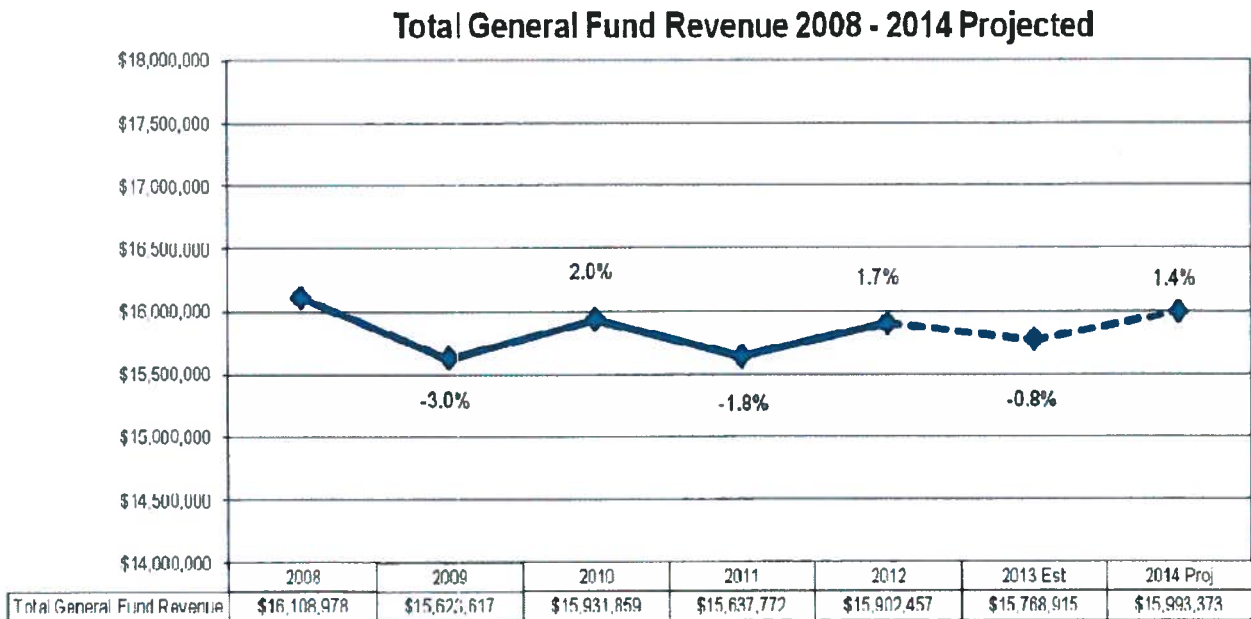
**TOTAL GENERAL FUND REVENUE**

Revenue projections for 2014 are based on a combination of factors including analysis of historical revenue receipts and anticipated changes in the local economy.

Total revenues received in 2012 were 1.7% greater than what was received in 2011, and were at 104.9% of budget. First quarter 2013 revenues were 9.71% below the same period in 2012, but were at 25.1% of budget. The 2013 estimated revenue is the budgeted revenue number.

Based on these trends and the improving economy, we forecasting a nominal growth of 1.4% in 2014.

In fiscal year 2015 the Bond Principal and Interest payment will drop from \$2,012,635 to \$831,383 (see Debt Schedule on page 8). The difference of \$1,181,252 in property tax that was being allocated to the Bond and Interest fund will be shifted back to the General Fund.



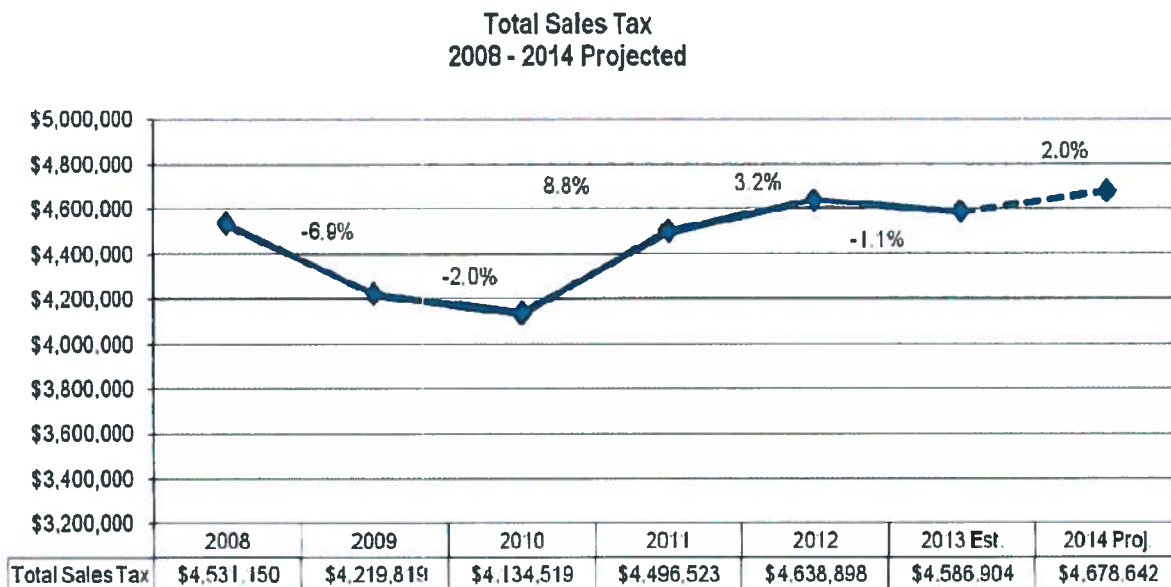
General Fund Revenue Assumptions as of May 1, 2013

**SALES TAX**

Sales tax is the major revenue source at 29% of 2012 total actual revenues.

Total sales tax received in 2012 was 3.2% above 2011 receipts. The first quarter 2013 was down 1.18% from the same period in 2012.

We are forecasting a conservative growth rate of 2% for 2014.



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**

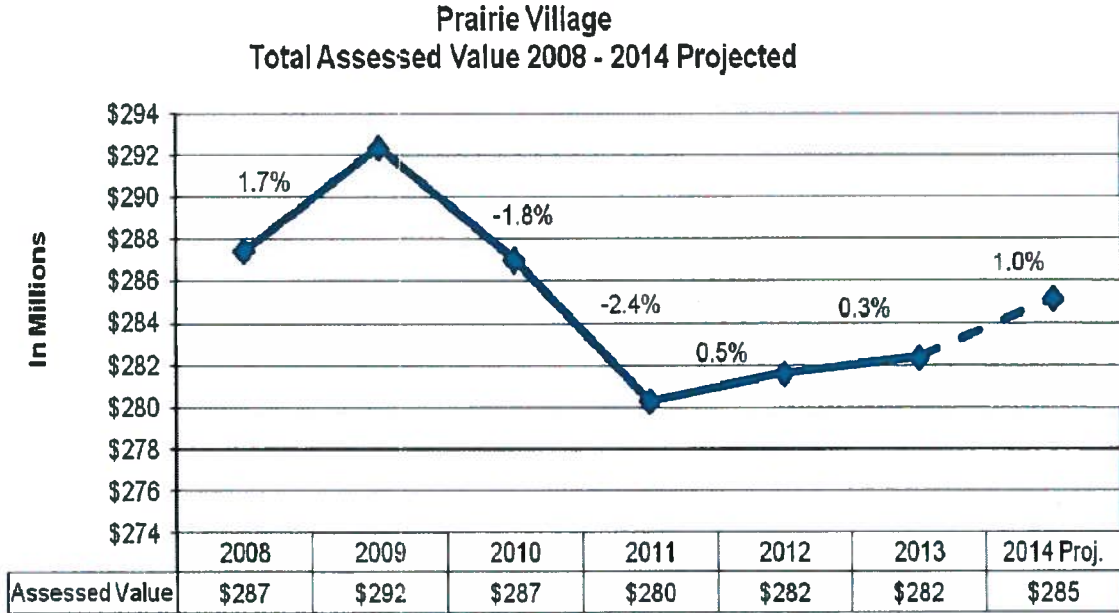
Property taxes are the second major revenue source at 26% of the 2012 total actual revenues.

The 2012 budget included a small mil levy rate increase (0.662) for the hiring of two additional police officers, resulting in an estimated 4.77% increase in property tax revenue. Total actual revenues received in 2012 increased 4.5%. Overall, property tax revenues were at 99.6% of budget.

First quarter 2013 revenues came in lower by 5.69% compared to the same period in 2012.

Reappraisal growth in Prairie Village is estimated to be 1.08% for all property for the 2014 budget. The mean appraised value for single family homes (new & existing) increased 0.55% (from \$217,873 to \$219,064).

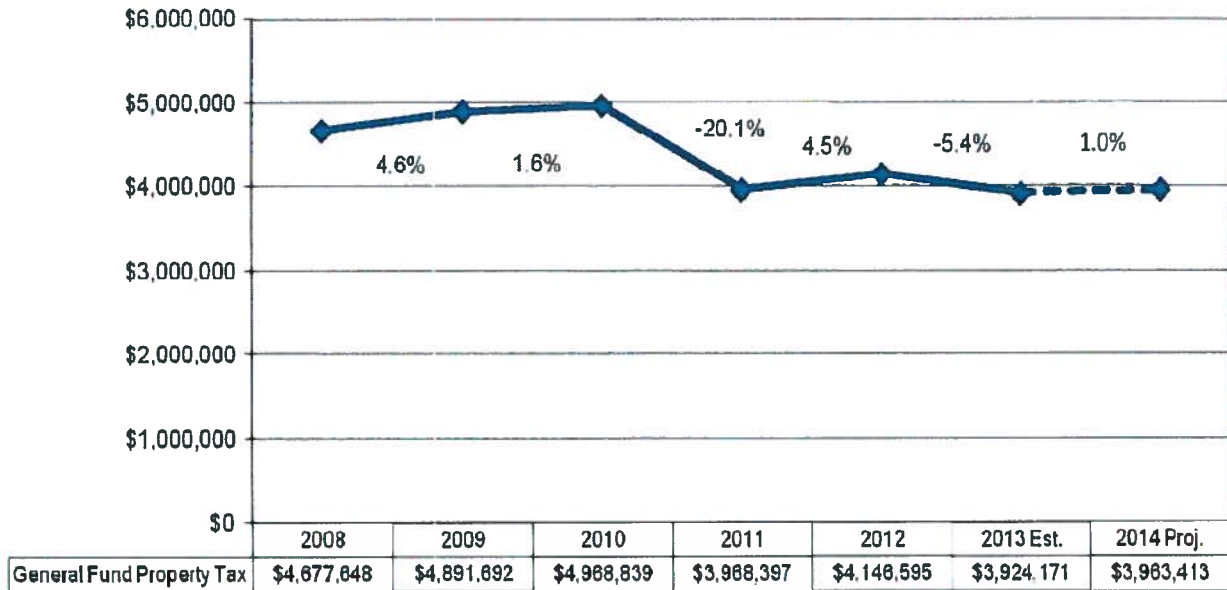
We are not anticipating a change in the mill levy for the 2014 budget. Based on the reappraisal data provided by the county, we are forecasting property tax to have a moderate increase (1.0%) in 2014.





**General Fund Revenue Assumptions as of May 1, 2013**

**General Fund Property Tax  
2008 - 2014 Projected**



General Fund Mill Levy Rate                      16.897                      17.277                      14.101                      14.763                      13.898                      13.898

- 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.
- Note 3: Decrease in 2013 reflects reappraisal and reallocation of property tax to the Bond & Interest Fund to cover debt service for the Series 2011A bonds.

Property Tax	2013 Budget	2014 Budget	Percent Budget Increased
Revenues:			
General Fund	3,924,171	3,963,468	1.00%
Bond & Interest Fund	1,575,598	1,591,354	1.00%
Total Revenue	\$5,499,769	\$5,554,822	1.00%

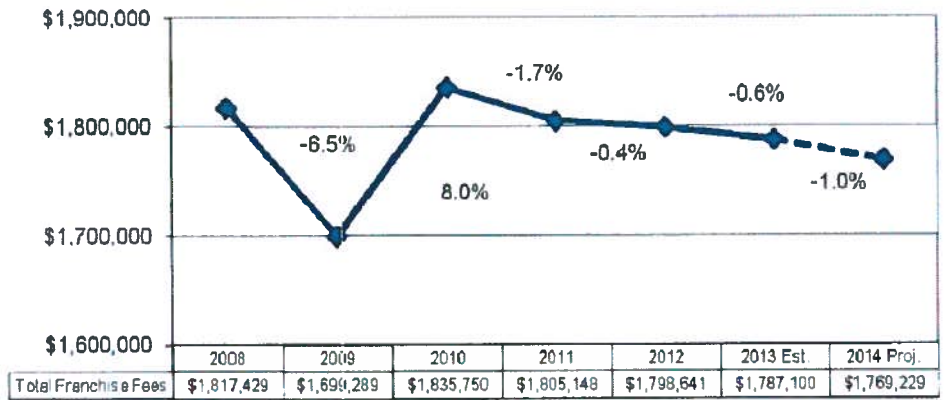
**FRANCHISE FEES**

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 2013 and 2014. Franchise fees will likely continue to decline as more services are consolidated to "internet services" which do not contribute to franchise fee revenue.

Franchise fees received in 2012 were 0.4% less than received in 2011. The first quarter 2013 came in lower by 56% over the same period in 2012. Part of the reason for the decline is a change in how the KCP&L franchise fee (September 2012 to February 2013) was accounted for during the 2012 audit.

**Total Franchise Fees  
2008 - 2014 Projected**



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

General Fund Revenue Assumptions as of May 1, 2013

**DEBIT SCHEDULE**

CITY OF PRAIRIE VILLAGE  
SCHEDULE OF BOND PRINCIPAL AND INTEREST  
AS OF JUNE 14, 2012

Date	2009A Refunding/Improv Bonds			2011A Refunding/Improv Bonds			Total	
	Principal	Premium	Interest	Principal	Premium	Interest	Principal	Interest
03/01/12			66,837.50			24,035.00	-	90,872.50
09/01/12	1,725,000.00	13,632.94	66,837.50	85,000.00		32,775.00	1,823,632.94	99,612.50
03/01/13			49,587.50			32,605.00	-	82,192.50
09/01/13	1,750,000.00	13,632.94	49,587.50	85,000.00		32,605.00	1,848,632.94	82,192.50
03/01/14			32,087.50			32,413.75	-	64,501.25
09/01/14	1,785,000.00	13,632.94	32,087.50	85,000.00		32,413.75	1,883,632.94	64,501.25
3/1/2015			14,237.50			32,137.50	-	46,375.00
9/1/2015	200,000.00	13,632.94	14,237.50	525,000.00		32,137.50	738,632.94	46,375.00
3/1/2016			11,987.50			30,037.50	-	42,025.00
9/1/2016	200,000.00	13,632.94	11,987.50	530,000.00		30,037.50	743,632.94	42,025.00
3/1/2017			9,487.50			27,387.50	-	36,875.00
9/1/2017	210,000.00	13,632.94	9,487.50	535,000.00		27,387.50	758,632.94	36,875.00
3/1/2018			6,600.00			24,043.75	-	30,643.75
9/1/2018	215,000.00	13,632.94	6,600.00	540,000.00		24,043.75	768,632.94	30,643.75
3/1/2019			3,375.00			20,128.75	-	23,503.75
9/1/2019	225,000.00	13,632.94	3,375.00	555,000.00		20,128.75	793,632.94	23,503.75
3/1/2020						15,550.00	-	15,550.00
9/1/2020				800,000.00		15,550.00	800,000.00	15,550.00
3/1/2021						8,150.00	-	8,150.00
9/1/2021				815,000.00		8,150.00	815,000.00	8,150.00
<b>TOTALS</b>	<b>\$ 6,310,000.00</b>	<b>\$ 109,063.52</b>	<b>\$ 388,400.00</b>	<b>\$ 4,555,000.00</b>	<b>\$ -</b>	<b>\$ 501,717.50</b>	<b>\$ 10,974,063.52</b>	<b>\$ 890,117.50</b>

	Principal	Interest	Total
2012	1,823,633	190,485.00	2,014,118
2013	1,848,633	164,385.00	2,013,018
2014	1,883,633	129,002.50	2,012,635
2015	738,633	92,750.00	831,383
2016	743,633	84,050.00	827,683
2017	758,633	73,750.00	832,383
2018	768,633	61,287.50	829,920
2019	793,633	47,007.50	840,640
2020	800,000	31,100.00	831,100
2021	815,000	16,300.00	831,300
	<b>10,974,064</b>	<b>890,118</b>	<b>11,864,181</b>

Refund 2009	New Money - Energy	New Money - Streets	Issue Summary
\$365,000	\$510,000	\$3,680,000	\$4,555,000



**City of Prairie Village  
2014 Budget**

**Department: Administration**

	<b>2011 Actual</b>	<b>2012 Actual</b>	<b>2013 Budget</b>	<b>2014 Budget</b>
<b>Expenditures by Program</b>				
Mayor & Council	\$ 70,934	\$ 78,927	\$ 136,507	\$ 188,778
Management & Planning	372,665	384,103	438,198	465,139
Information Technology	122,121	121,709	194,050	207,564
Legal Services	110,516	225,682	115,000	160,000
Human Resources	103,956	117,167	163,146	169,902
Finance	248,392	252,748	254,349	265,142
City Clerk	270,335	306,829	297,996	301,930
<b>Total</b>	<b>\$1,298,919</b>	<b>\$ 1,487,166</b>	<b>\$ 1,599,247</b>	<b>\$ 1,758,455</b>

<b>Expenditures by Character</b>				
Personal Services	\$ 796,883	\$ 809,658	\$ 867,783	\$ 893,552
Contract Services	430,705	616,402	614,914	766,533
Commodities	57,234	59,523	75,500	73,920
Capital Outlay	14,097	1,583	41,050	24,450
Debt Service	-	-	-	-
Contingency	-	-	-	-
<b>Total</b>	<b>\$1,298,919</b>	<b>\$ 1,487,166</b>	<b>\$ 1,599,247</b>	<b>\$ 1,758,455</b>

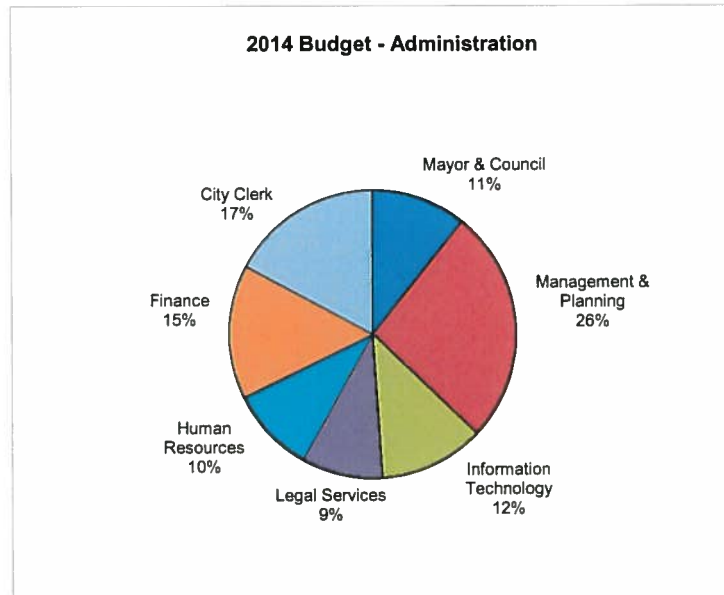
<b>Expenditures by Fund</b>				
General Fund	\$1,298,919	\$ 1,487,166	\$ 1,599,247	\$ 1,758,455
<b>Total</b>	<b>\$1,298,919</b>	<b>\$ 1,487,166</b>	<b>\$ 1,599,247</b>	<b>\$ 1,758,455</b>

<b>Full-time Equivalent Positions</b>	<b>9.40</b>	<b>9.35</b>	<b>9.40</b>	<b>9.35</b>
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<b>Unpaid Positions</b>	<b>13.00</b>	<b>13.00</b>	<b>13.00</b>	<b>13.00</b>
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**Notes**

- In 2014, contract services includes redistribution of Worker's Compensation insurance for \$33,906, Elections for \$68,000 and additional Legal fees for \$45,000.



# City of Prairie Village 2014 Budget

**Department: Administration**  
**Program: Mayor & Council**

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 3,295	\$ 2,975	\$ 4,207	\$ 4,206
Contract Services	45,459	51,692	85,700	149,972
Commodities	22,080	24,260	34,600	34,600
Capital Outlay	100	0	12,000	0
<b>Total</b>	<b>\$ 70,934</b>	<b>\$ 78,927</b>	<b>\$ 136,507</b>	<b>\$ 188,778</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 70,934	\$ 78,927	\$ 136,507	\$ 188,778
<b>Total</b>	<b>\$ 70,934</b>	<b>\$ 78,927</b>	<b>\$ 136,507</b>	<b>\$ 188,778</b>

<b>Unpaid Positions</b>				
	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
<b>Total</b>	<b>13.00</b>	<b>13.00</b>	<b>13.00</b>	<b>13.00</b>

## **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.

### **2014 Contractual Services Budget also Includes the Following:**

Consulting fees, council retreat, photo	\$ 15,000
Worker's Compensation Insurance	72
Training and conferences	42,800
Dues and subscriptions	24,100
Elections	68,000
	<u>\$ 149,972</u>

- Election costs were previously budgeted in City Clerk's budget.

### **2014 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 2014 Budget

**Department:** Administration  
**Program:** Management & Planning

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 292,149	\$ 299,442	\$ 313,906	\$ 324,963
Contract Services	65,354	68,043	105,792	122,676
Commodities	15,162	16,619	17,500	17,000
Capital Outlay	0	0	1,000	500
<b>Total</b>	<b>\$ 372,665</b>	<b>\$ 384,103</b>	<b>\$ 438,198</b>	<b>\$ 465,139</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 372,665	\$ 384,103	\$ 438,198	\$ 465,139
<b>Total</b>	<b>\$ 372,665</b>	<b>\$ 384,103</b>	<b>\$ 438,198</b>	<b>\$ 465,139</b>

<b>Full-time Equivalent Positions</b>	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
	<b>2.40</b>	<b>2.35</b>	<b>2.40</b>	<b>2.35</b>

## **Notes**

- In 2014, contract services includes redistribution of Worker's Compensation insurance for \$33,906 (not previously included).

### **2014 Expenditures Include the Following:**

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

# City of Prairie Village 2014 Budget

**Department:** Administration  
**Program:** Information Technology

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Contract Services	\$ 108,809	\$ 119,407	\$ 165,550	\$ 185,614
Commodities	266	1,385	1,500	1,500
Capital Outlay	13,046	917	27,000	20,450
Total	<u>\$ 122,121</u>	<u>\$ 121,709</u>	<u>\$ 194,050</u>	<u>\$ 207,564</u>

<b>Expenditures by Fund</b>				
General Fund	\$ 122,121	\$ 121,709	\$ 194,050	\$ 207,564
Total	<u>\$ 122,121</u>	<u>\$ 121,709</u>	<u>\$ 194,050</u>	<u>\$ 207,564</u>

<b>Full-time Equivalent Positions</b>	-	-	-	-
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**Notes**

- The increase in contract services reflects the maintenance agreement for the newly implemented Codes Enforcement software, and all other annual software agreements.

**2014 Capital Outlay Budget Includes the Following:**

Replace PC's - city-wide	\$ 10,500
Laptop's	5,000
Miscellaneous	4,500
Communications Equipment	450
	<u>\$ 20,450</u>

# City of Prairie Village 2014 Budget

**Department: Administration**  
**Program: Legal Services**

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Contract Services	\$ 110,516	\$ 225,682	\$ 115,000	\$ 160,000
Total	\$ 110,516	\$ 225,682	\$ 115,000	\$ 160,000
<b>Expenditures by Fund</b>				
General Fund	\$ 110,516	\$ 225,682	\$ 115,000	\$ 160,000
Total	\$ 110,516	\$ 225,682	\$ 115,000	\$ 160,000
<b>Full-time Equivalent Positions</b>	-	-	-	-

**Notes**

- Services are provided at an hourly rate.

# City of Prairie Village 2014 Budget

**Department: Administration**  
**Program: Human Resources**

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 84,636	\$ 87,041	\$ 108,886	\$ 113,884
Contract Services	19,314	29,509	53,760	55,518
Commodities	6	617	500	500
Total	<b>\$ 103,956</b>	<b>\$ 117,167</b>	<b>\$ 163,146</b>	<b>\$ 169,902</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 103,956	\$ 117,167	\$ 163,146	\$ 169,902
Total	<b>\$ 103,956</b>	<b>\$ 117,167</b>	<b>\$ 163,146</b>	<b>\$ 169,902</b>
<b>Full-time Equivalent Positions</b>				
	1.00	1.00	1.00	1.00
Human Resources Specialist	1.00	1.00	1.00	1.00
Total	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>	<b>1.00</b>

## City of Prairie Village 2014 Budget

**Department:** Administration  
**Program:** Finance

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 184,525	\$ 185,648	\$ 188,041	\$ 194,877
Contract Services	62,157	65,397	63,858	67,565
Commodities	1,335	1,300	2,200	2,200
Capital Outlay	375	404	250	500
<b>Total</b>	<b>\$ 248,392</b>	<b>\$ 252,748</b>	<b>\$ 254,349</b>	<b>\$ 265,142</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 248,392	\$ 252,748	\$ 254,349	\$ 265,142
<b>Total</b>	<b>\$ 248,392</b>	<b>\$ 252,748</b>	<b>\$ 254,349</b>	<b>\$ 265,142</b>

<b>Full-time Equivalent Positions</b>				
	2.00	2.00	2.00	2.00
Finance Director	1.00	1.00	1.00	1.00
Accounting Clerk	-	1.00	1.00	1.00
Administrative Support Specialist	1.00	-	-	-
<b>Total</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>

### Notes

- In 2014, contract services budget reflects addition of Budget Book printing costs.

### 2014 Capital Outlay Budget Includes the Following:

Miscellaneous office equipment                   \$     500

# City of Prairie Village 2014 Budget

**Department:** Administration  
**Program:** City Clerk

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 232,279	\$ 234,553	\$ 252,742	\$ 255,622
Contract Services	19,095	56,672	25,254	25,188
Commodities	18,385	15,343	19,200	18,120
Capital Outlay	576	262	800	3,000
Total	<b>\$ 270,335</b>	<b>\$ 306,829</b>	<b>\$ 297,996</b>	<b>\$ 301,930</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 270,335	\$ 306,829	\$ 297,996	\$ 301,930
Total	<b>\$ 270,335</b>	<b>\$ 306,829</b>	<b>\$ 297,996</b>	<b>\$ 301,930</b>

<b>Full-time Equivalent Positions</b>				
	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	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>

## Notes

- In 2014, capital outlay includes new office furniture.



## City of Prairie Village 2014 Budget

### Department: Public Works

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Expenditures by Program</b>				
Public Works Management, Engineering & Administration	\$ 679,198	\$ 706,840	\$ 768,248	\$ 813,164
Drainage Operations & Maintenance	394,428	410,242	381,971	367,376
Vehicle Maintenance	472,759	444,727	520,419	225,943
Street Operations & Maintenance	2,312,161	2,215,846	2,474,102	2,476,670
Parks and Grounds Maintenance	783,798	806,711	930,960	941,892
Pool Operations & Maintenance	136,053	139,289	170,144	224,425
Tennis Maintenance	9,762	13,424	11,500	11,300
Building Operations & Maintenance	222,298	174,402	258,611	222,587
Public Safety Center Operation & Maintenance	184,220	111,913	131,050	134,200
Total	<b>\$5,194,677</b>	<b>\$5,023,394</b>	<b>\$ 5,647,003</b>	<b>\$ 5,417,557</b>

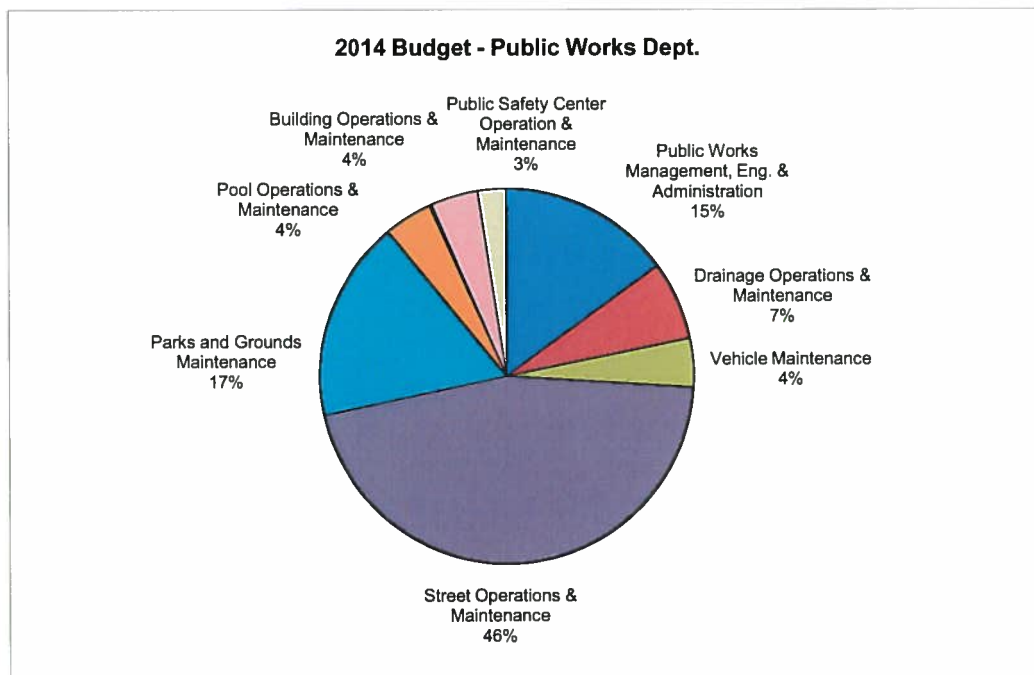
	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Expenditures by Character</b>				
Personal Services	\$ 1,744,113	\$ 1,751,988	\$ 1,861,170	\$ 1,925,849
Contract Services	2,559,421	2,647,570	2,933,896	3,014,220
Commodities	590,840	526,931	721,888	423,288
Capital Outlay	300,303	96,905	130,050	54,200
Contingency	-	-	-	-
Total	<b>\$5,194,677</b>	<b>\$ 5,023,394</b>	<b>\$ 5,647,003</b>	<b>\$ 5,417,557</b>

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Expenditures by Fund</b>				
General Fund	\$ 5,194,677	\$ 5,023,394	\$ 5,644,003	\$ 5,414,557
Stormwater Utility Fund	0	0	3,000	3,000
Total	<b>\$5,194,677</b>	<b>\$ 5,023,394</b>	<b>\$ 5,647,003</b>	<b>\$ 5,417,557</b>

<b>Full-time Equivalent Positions</b>	29.00	28.00	28.00	28.00
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#### Notes

- In 2014, CFA budget was removed from vehicle maintenance budget because it was also being budgeted for in other departments



## City of Prairie Village 2014 Budget

**Department:** Public Works

**Program:** Public Works Management, Engineering & Administration

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 610,160	\$ 614,132	\$ 626,100	\$ 655,849
Contract Services	53,187	74,671	119,761	133,707
Commodities	15,852	18,037	22,388	23,608
Capital Outlay	0	0	0	0
<b>Total</b>	<b>\$ 679,198</b>	<b>\$ 706,840</b>	<b>\$ 768,248</b>	<b>\$ 813,164</b>

### Expenditures by Fund

General Fund	\$ 679,198	\$ 706,840	\$ 768,248	\$ 813,164
<b>Total</b>	<b>\$ 679,198</b>	<b>\$ 706,840</b>	<b>\$ 768,248</b>	<b>\$ 813,164</b>

### 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			-
<b>Total</b>	<b>7.50</b>	<b>7.00</b>	<b>7.00</b>	<b>7.00</b>

### Notes

- In 2014, contract services includes bi-annual bridge inspection for \$5,000.
- In 2014, contract services includes redistribution of Worker's Compensation insurance for \$8,179.

## City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 285,732	\$ 286,086	\$ 304,040	\$ 313,104
Contract Services	14,023	19,632	44,537	20,572
Commodities	24,200	25,195	33,394	33,700
Capital Outlay	70,473	79,330	0	0
Total	<b>\$ 394,428</b>	<b>\$ 410,242</b>	<b>\$ 381,971</b>	<b>\$ 367,376</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 394,428	\$ 410,242	\$ 378,971	\$ 364,376
Stormwater Utility Fund	\$0	\$0	\$3,000	\$3,000
Total	<b>\$ 394,428</b>	<b>\$ 410,242</b>	<b>\$ 381,971</b>	<b>\$ 367,376</b>
<b>Full-time Equivalent Positions</b>				
	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

## City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 192,447	\$ 179,775	\$ 188,213	\$ 195,058
Contract Services	8,382	10,255	12,693	16,740
Commodities	270,841	254,697	319,513	14,145
Capital Outlay	1,089	0	0	0
Total	<b>\$ 472,759</b>	<b>\$ 444,727</b>	<b>\$ 520,419</b>	<b>\$ 225,943</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 472,759	\$ 444,727	\$ 520,419	\$ 225,943
Total	<b>\$ 472,759</b>	<b>\$ 444,727</b>	<b>\$ 520,419</b>	<b>\$ 225,943</b>

<b>Full-time Equivalent Positions</b>				
	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	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>

### Notes

- In 2014, List Serve expense was included in contract services budget.
- In 2014, CFA budget was removed from commodities budget because it was also being budgeted for in other departments  
CFA was the name of the former software product the City used to track vehicle and fuel usage.  
Vehicle and fuel usage is charged back to departments on a monthly basis..

Detail:	
CFA Fuel	\$205,000
CFA Contract Services	\$40,000
CFA Parts	<u>\$60,000</u>
Total	<b>\$305,000</b>

## City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 251,317	\$ 275,547	\$ 309,853	\$ 321,783
Contract Services	1,791,450	1,864,135	1,982,299	1,981,112
Commodities	149,170	76,164	177,600	171,275
Capital Outlay	120,224	0	4,350	2,500
Total	<b>\$ 2,312,161</b>	<b>\$ 2,215,846</b>	<b>\$ 2,474,102</b>	<b>\$ 2,476,670</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 2,312,161	\$ 2,215,846	\$ 2,474,102	\$ 2,476,670
Total	<b>\$ 2,312,161</b>	<b>\$ 2,215,846</b>	<b>\$ 2,474,102</b>	<b>\$ 2,476,670</b>

<b>Full-time Equivalent Positions</b>				
	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	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>

## City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 404,457	\$ 396,448	\$ 432,964	\$ 440,055
Contract Services	245,747	311,653	327,783	375,587
Commodities	65,077	81,035	97,513	106,550
Capital Outlay	68,517	17,575	72,700	19,700
Total	<b>\$ 783,798</b>	<b>\$ 806,711</b>	<b>\$ 930,960</b>	<b>\$ 941,892</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 783,798	\$ 806,711	\$ 930,960	\$ 941,892
Total	<b>\$ 783,798</b>	<b>\$ 806,711</b>	<b>\$ 930,960</b>	<b>\$ 941,892</b>

<b>Full-time Equivalent Positions</b>				
	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	<b>8.50</b>	<b>8.00</b>	<b>8.00</b>	<b>8.00</b>

### Notes

- In 2014, contract services budget includes \$50,000 for Emerald Ash Borer.

### 2014 Capital Outlay Budget Includes the Following:

Replace riding mower (1)	\$ 12,500
Drinking fountain (McCrum Park)	7,200
Total	<b>\$ 19,700</b>

# City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Contract Services	94,457	93,661	127,750	178,050
Commodities	41,596	45,628	42,394	46,375
<b>Total</b>	<b>\$ 136,053</b>	<b>\$ 139,289</b>	<b>\$ 170,144</b>	<b>\$ 224,425</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 136,053	\$ 139,289	\$ 170,144	\$ 224,425
<b>Total</b>	<b>\$ 136,053</b>	<b>\$ 139,289</b>	<b>\$ 170,144</b>	<b>\$ 224,425</b>

<b>Full-time Equivalent Positions</b>				
	-	-	-	-

**Notes**

- In 2014, contract services budget includes \$60,000 to sandblast and paint adult and lap pool.

*Pool Complex Features:*

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



## City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Contract Services	8,440	11,866	9,800	9,600
Commodities	1,322	1,558	1,700	1,700
Total	<b>\$ 9,762</b>	<b>\$ 13,424</b>	<b>\$ 11,500</b>	<b>\$ 11,300</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 9,762	\$ 13,424	\$ 11,500	\$ 11,300
Total	<b>\$ 9,762</b>	<b>\$ 13,424</b>	<b>\$ 11,500</b>	<b>\$ 11,300</b>
<b>Full-time Equivalent Positions</b>	-	-	-	-



## City of Prairie Village 2014 Budget

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

	<b>2011 Actual</b>	<b>2012 Actual</b>	<b>2013 Budget</b>	<b>2014 Budget</b>
<b>Program Expenditures</b>				
Contract Services	166,525	155,660	185,223	171,652
Commodities	15,773	18,742	20,388	18,935
Capital Outlay	40,000	0	53,000	32,000
Total	<b>\$ 222,298</b>	<b>\$ 174,402</b>	<b>\$ 258,611</b>	<b>\$ 222,587</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 222,298	\$ 174,402	\$ 258,611	\$ 222,587
Total	<b>\$ 222,298</b>	<b>\$ 174,402</b>	<b>\$ 258,611</b>	<b>\$ 222,587</b>
<b>Full-time Equivalent Positions</b>	-	-	-	-

### Notes

- In 2014, contract services includes redistribution of Property and Causality insurance for \$20,371.

# City of Prairie Village 2014 Budget

**Department: Public Works**

**Program: Police Building Operations & Maintenance**

	<b>2011 Actual</b>	<b>2012 Actual</b>	<b>2013 Budget</b>	<b>2014 Budget</b>
<b>Program Expenditures</b>				
Contract Services	177,211	106,038	124,050	127,200
Commodities	7,009	5,876	7,000	7,000
<b>Total</b>	<b>\$ 184,220</b>	<b>\$ 111,913</b>	<b>\$ 131,050</b>	<b>\$ 134,200</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 184,220	\$ 111,913	\$ 131,050	\$ 134,200
<b>Total</b>	<b>\$ 184,220</b>	<b>\$ 111,913</b>	<b>\$ 131,050</b>	<b>\$ 134,200</b>
<b>Full-time Equivalent Positions</b>	-	-	-	-

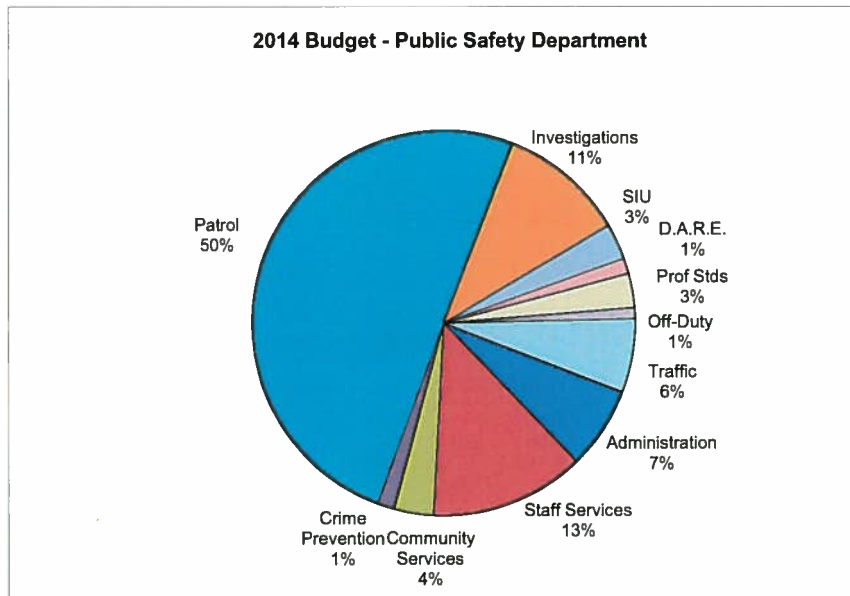
**City of Prairie Village  
2014 Budget**

**Department: Public Safety**

	<b>2011 Actual</b>	<b>2012 Actual</b>	<b>2013 Budget</b>	<b>2014 Budget</b>
<b>Expenditures by Program</b>				
Administration	\$ 363,513	\$ 395,734	\$ 384,409	\$ 418,036
Staff Services	723,337	749,526	765,556	782,860
Community Services	189,387	186,518	209,922	196,567
Crime Prevention	73,536	77,094	84,730	86,509
Patrol	2,726,102	2,967,551	3,024,040	3,011,413
Investigations	591,909	614,956	614,390	636,491
Special Investigations Unit	155,083	173,222	169,669	180,763
D.A.R.E.	68,330	76,182	75,857	77,920
Professional Standards	153,622	159,681	162,612	171,732
Off-Duty Contractual	72,124	41,780	66,717	55,632
Traffic Unit	340,209	283,275	363,180	370,157
<b>Total</b>	<b>\$5,457,153</b>	<b>\$ 5,725,520</b>	<b>\$ 5,921,084</b>	<b>\$ 5,988,079</b>
<b>Expenditures by Character</b>				
Personal Services	\$ 4,756,751	\$ 4,948,021	\$ 5,023,959	\$ 5,020,143
Contract Services	425,931	467,892	582,564	649,465
Commodities	166,086	167,774	208,061	213,471
Capital Outlay	108,385	141,833	106,500	105,000
Debt Service	-	-	-	-
<b>Total</b>	<b>\$ 5,457,153</b>	<b>\$ 5,725,520</b>	<b>\$ 5,921,084</b>	<b>\$ 5,988,079</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 5,388,924	\$ 5,649,338	\$ 5,845,227	\$ 5,910,160
Special Alcohol Fund	68,229	76,182	75,857	77,920
<b>Total</b>	<b>\$ 5,457,153</b>	<b>\$ 5,725,520</b>	<b>\$ 5,921,084</b>	<b>\$ 5,988,079</b>

<b>Full-time Equivalent Positions</b>	<b>60.00</b>	<b>62.00</b>	<b>61.00</b>	<b>63.00</b>
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**Notes**



## City of Prairie Village 2014 Budget

**Department: Public Safety  
Program: Administration**

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 240,055	\$ 252,953	\$ 244,790	\$ 252,828
Contract Services	116,934	133,137	128,779	154,118
Commodities	6,524	9,526	10,340	10,590
Capital Outlay	0	119	500	500
<b>Total</b>	<b>\$ 363,513</b>	<b>\$ 395,734</b>	<b>\$ 384,409</b>	<b>\$ 418,036</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 363,513	\$ 395,734	\$ 384,409	\$ 418,036
<b>Total</b>	<b>\$ 363,513</b>	<b>\$ 395,734</b>	<b>\$ 384,409</b>	<b>\$ 418,036</b>

<b>Full-time Equivalent Positions</b>	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	-	-	-
<b>Total</b>	<b>3.00</b>	<b>3.00</b>	<b>2.00</b>	<b>2.00</b>

### Notes

- In 2014, increase in contract services reflects an increase in pension costs of \$23,500.

### 2014 Capital Outlay Budget Includes the Following:

Replace Office Chairs	\$ 500
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# City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 609,940	\$ 638,668	\$ 637,748	\$ 645,362
Contract Services	100,866	95,951	107,258	115,648
Commodities	12,012	14,337	19,050	19,350
Capital Outlay	519	571	1,500	2,500
Total	<b>\$ 723,337</b>	<b>\$ 749,526</b>	<b>\$ 765,556</b>	<b>\$ 782,860</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 723,337	\$ 749,526	\$ 765,556	\$ 782,860
Total	<b>\$ 723,337</b>	<b>\$ 749,526</b>	<b>\$ 765,556</b>	<b>\$ 782,860</b>

<b>Full-time Equivalent Positions</b>	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	<b>11.00</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>

## Notes

- In 2014, contract services includes redistribution of Property and Causality insurance for \$7,929.

## 2014 Capital Outlay Budget Includes the Following:

Replace Office Chairs	\$ 1,000
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## City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 148,526	\$ 150,577	\$ 152,286	\$ 117,499
Contract Services	29,892	29,226	48,006	70,368
Commodities	10,968	6,554	9,630	8,700
Capital Outlay	0	160	0	0
<b>Total</b>	<b>\$ 189,387</b>	<b>\$ 186,518</b>	<b>\$ 209,922</b>	<b>\$ 196,567</b>

### Expenditures by Fund

General Fund	\$ 189,387	\$ 186,518	\$ 209,922	\$ 196,567
<b>Total</b>	<b>\$ 189,387</b>	<b>\$ 186,518</b>	<b>\$ 209,922</b>	<b>\$ 196,567</b>

### 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
<b>Total</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>

### Notes

- In 2014, personal services budget reflects removal of Crossing Guards.
- In 2014, contract services budget includes new Crossing Guard vendor and Great Plains Animal Haven contract.

## City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 68,609	\$ 73,048	\$ 77,705	\$ 79,647
Contract Services	2,972	2,673	3,788	3,624
Commodities	1,955	1,373	2,738	2,738
Capital Outlay	0	0	500	500
Total	\$ 73,536	\$ 77,094	\$ 84,730	\$ 86,509
<b>Expenditures by Fund</b>				
General Fund	\$ 73,536	\$ 77,094	\$ 84,730	\$ 86,509
Total	\$ 73,536	\$ 77,094	\$ 84,730	\$ 86,509
<b>Full-time Equivalent Positions</b>				
	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 2014 Budget

**Department:** Public Safety  
**Program:** Patrol

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 2,449,646	\$ 2,637,598	\$ 2,614,604	\$ 2,601,084
Contract Services	96,956	110,701	181,379	190,173
Commodities	101,505	101,702	125,056	129,656
Capital Outlay	77,995	117,550	103,000	90,500
Total	<b>\$ 2,726,102</b>	<b>\$ 2,967,551</b>	<b>\$ 3,024,040</b>	<b>\$ 3,011,413</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 2,726,102	\$ 2,967,551	\$ 3,024,040	\$ 3,011,413
Total	<b>\$ 2,726,102</b>	<b>\$ 2,967,551</b>	<b>\$ 3,024,040</b>	<b>\$ 3,011,413</b>

<b>Full-time Equivalent Positions</b>	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	<b>29.00</b>	<b>30.00</b>	<b>30.00</b>	<b>32.00</b>

## **Notes**

### **2014 Capital Outlay Budget Includes the Following:**

Miscellaneous equipment	\$ 9,000
Police Vehicles (3)	79,500
Office and computer equipment	2,000
Total	<b>\$ 90,500</b>



## City of Prairie Village 2014 Budget

**Department: Public Safety**  
**Program: Investigations**

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 542,069	\$ 556,146	\$ 565,831	\$ 588,378
Contract Services	15,717	20,155	30,584	29,538
Commodities	13,350	15,221	16,975	17,575
Capital Outlay	20,773	23,433	1,000	1,000
Total	<b>\$ 591,909</b>	<b>\$ 614,956</b>	<b>\$ 614,390</b>	<b>\$ 636,491</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 591,909	\$ 614,956	\$ 614,390	\$ 636,491
Total	<b>\$ 591,909</b>	<b>\$ 614,956</b>	<b>\$ 614,390</b>	<b>\$ 636,491</b>

<b>Full-time Equivalent Positions</b>	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	<b>5.00</b>	<b>6.00</b>	<b>6.00</b>	<b>6.00</b>

### Notes

**2014 Capital Outlay Budget Includes the Following:**

Office and computer equipment                      \$1,000

## City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 146,240	\$ 162,907	\$ 158,402	\$ 169,654
Contract Services	5,348	5,903	6,567	6,409
Commodities	3,495	4,412	4,700	4,700
Capital Outlay	0	0	0	0
Total	<b>\$ 155,083</b>	<b>\$ 173,222</b>	<b>\$ 169,669</b>	<b>\$ 180,763</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 155,083	\$ 173,222	\$ 169,669	\$ 180,763
Total	<b>\$ 155,083</b>	<b>\$ 173,222</b>	<b>\$ 169,669</b>	<b>\$ 180,763</b>
<b>Full-time Equivalent Positions</b>				
	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
Police Corporal	1.00	1.00	1.00	1.00
Police Officer	1.00	1.00	1.00	1.00
Total	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>

# City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 62,133	\$ 67,619	\$ 68,326	\$ 69,896
Contract Services	3,105	3,860	3,568	3,411
Commodities	3,092	4,703	3,963	4,613
Capital Outlay	0	0	0	0
Total	<b>\$ 68,330</b>	<b>\$ 76,182</b>	<b>\$ 75,857</b>	<b>\$ 77,920</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 101	\$ -	\$ -	\$ -
Special Alcohol Fund	68,229	76,182	75,857	77,920
Total	<b>\$ 68,330</b>	<b>\$ 76,182</b>	<b>\$ 75,857</b>	<b>\$ 77,920</b>
<b>Full-time Equivalent Positions</b>				
	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 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 107,725	\$ 102,417	\$ 103,546	\$ 107,454
Contract Services	44,624	56,663	58,366	63,578
Commodities	1,274	601	700	700
Total	\$ 153,622	\$ 159,681	\$ 162,612	\$ 171,732

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Expenditures by Fund</b>				
General Fund	\$ 153,622	\$ 159,681	\$ 162,612	\$ 171,732
Total	\$ 153,622	\$ 159,681	\$ 162,612	\$ 171,732

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Full-time Equivalent Positions</b>				
	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

**Notes**

- in 2014, contract service budget reflects increased ammunition cost.

# City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 71,381	\$ 41,485	\$ 65,273	\$ 54,464
Contract Services	743	295	1,444	1,168
Total	<b>\$ 72,124</b>	<b>\$ 41,780</b>	<b>\$ 66,717</b>	<b>\$ 55,632</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 72,124	\$ 41,780	\$ 66,717	\$ 55,632
Total	<b>\$ 72,124</b>	<b>\$ 41,780</b>	<b>\$ 66,717</b>	<b>\$ 55,632</b>
<b>Full-time Equivalent Positions</b>	-	-	-	-

**Notes**

- In 2014, personal services reflects a decrease in overtime due to officers being paid directly, versus by the City

# City of Prairie Village 2014 Budget

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

	<b>2011 Actual</b>	<b>2012 Actual</b>	<b>2013 Budget</b>	<b>2014 Budget</b>
<b>Program Expenditures</b>				
Personal Services	\$ 310,425	\$ 264,602	\$ 335,445	\$ 333,877
Contract Services	8,775	9,328	12,825	11,430
Commodities	11,911	9,346	14,910	14,850
Capital Outlay	9,098	0	0	10,000
<b>Total</b>	<b>\$ 340,209</b>	<b>\$ 283,275</b>	<b>\$ 363,180</b>	<b>\$ 370,157</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 340,209	\$ 283,275	\$ 363,180	\$ 370,157
<b>Total</b>	<b>\$ 340,209</b>	<b>\$ 283,275</b>	<b>\$ 363,180</b>	<b>\$ 370,157</b>

<b>Full-time Equivalent Positions</b>				
	3.00	4.00	4.00	4.00
Police Officer	3.00	4.00	4.00	4.00
<b>Total</b>	<b>3.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>

## Notes

**2014 Capital Outlay Budget Includes the Following:**

Police Motorcycles (2)                      \$ 10,000

## City of Prairie Village 2014 Budget

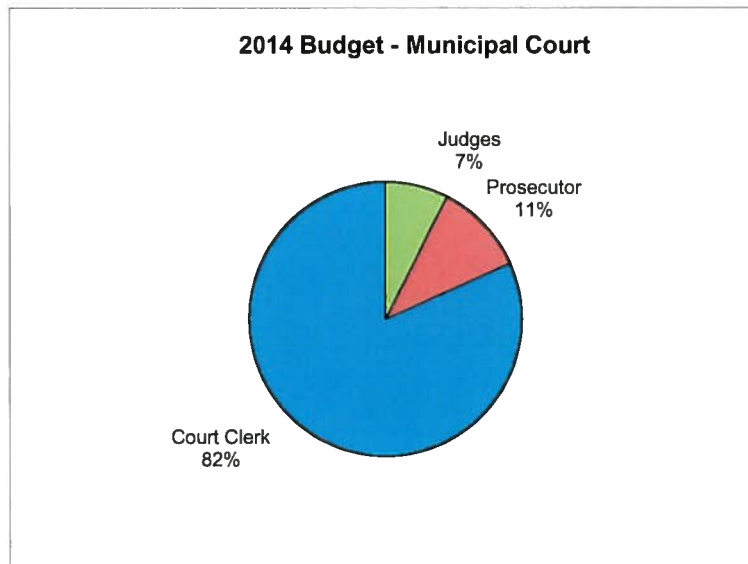
### Department: Municipal Justice

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Expenditures by Program</b>				
Judges	\$ 32,054	\$ 32,082	\$ 33,722	\$ 34,509
Prosecutor	46,858	41,351	50,500	50,500
Court Clerk	312,841	326,411	361,897	379,070
Total	<b>\$ 391,754</b>	<b>\$ 399,844</b>	<b>\$ 446,119</b>	<b>\$ 464,079</b>

<b>Expenditures by Character</b>				
Personal Services	\$ 309,135	\$ 314,178	\$ 326,691	\$ 337,480
Contract Services	76,054	78,442	114,428	121,349
Commodities	6,565	7,223	5,000	4,750
Capital Outlay	-	-	-	500
Total	<b>\$ 391,754</b>	<b>\$ 399,844</b>	<b>\$ 446,119</b>	<b>\$ 464,079</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 391,754	\$ 399,844	\$ 446,119	\$ 464,079
Total	<b>\$ 391,754</b>	<b>\$ 399,844</b>	<b>\$ 446,119</b>	<b>\$ 464,079</b>

<b>Full-time Equivalent Positions</b>	6.10	6.10	6.10	6.10
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# City of Prairie Village 2014 Budget

**Department:** Municipal Justice  
**Program:** Judges

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 31,952	\$ 31,941	\$ 33,551	\$ 33,867
Contract Services	102	141	171	642
Commodities	0	0	0	0
Total	<b>\$ 32,054</b>	<b>\$ 32,082</b>	<b>\$ 33,722</b>	<b>\$ 34,509</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 32,054	\$ 32,082	\$ 33,722	\$ 34,509
Total	<b>\$ 32,054</b>	<b>\$ 32,082</b>	<b>\$ 33,722</b>	<b>\$ 34,509</b>
<b>Full-time Equivalent Positions</b>				
	0.90	0.90	0.90	0.90
Municipal Judge	0.90	0.90	0.90	0.90
Total	<b>0.90</b>	<b>0.90</b>	<b>0.90</b>	<b>0.90</b>



# City of Prairie Village 2014 Budget

**Department:** Municipal Justice  
**Program:** Prosecutor

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ -	\$ -	\$ -	\$ -
Contract Services	46,858	41,351	50,500	50,500
Total	<b>\$ 46,858</b>	<b>\$ 41,351</b>	<b>\$ 50,500</b>	<b>\$ 50,500</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 46,858	\$ 41,351	\$ 50,500	\$ 50,500
Total	<b>\$ 46,858</b>	<b>\$ 41,351</b>	<b>\$ 50,500</b>	<b>\$ 50,500</b>
<b>Full-time Equivalent Positions</b>				
	0.20	0.20	0.20	0.20
City Prosecutor	0.20	0.20	0.20	0.20
Total	<b>0.20</b>	<b>0.20</b>	<b>0.20</b>	<b>0.20</b>

# City of Prairie Village 2014 Budget

**Department: Municipal Justice**  
**Program: Court Clerk**

	<b>2011 Actual</b>	<b>2012 Actual</b>	<b>2013 Budget</b>	<b>2014 Budget</b>
<b>Program Expenditures</b>				
Personal Services	\$ 277,183	\$ 282,238	\$ 293,140	\$ 303,613
Contract Services	29,093	36,950	63,757	70,207
Commodities	6,565	7,223	5,000	4,750
Capital Outlay	0	0	0	500
<b>Total</b>	<b>\$ 312,841</b>	<b>\$ 326,411</b>	<b>\$ 361,897</b>	<b>\$ 379,070</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 312,841	\$ 326,411	\$ 361,897	\$ 379,070
<b>Total</b>	<b>\$ 312,841</b>	<b>\$ 326,411</b>	<b>\$ 361,897</b>	<b>\$ 379,070</b>

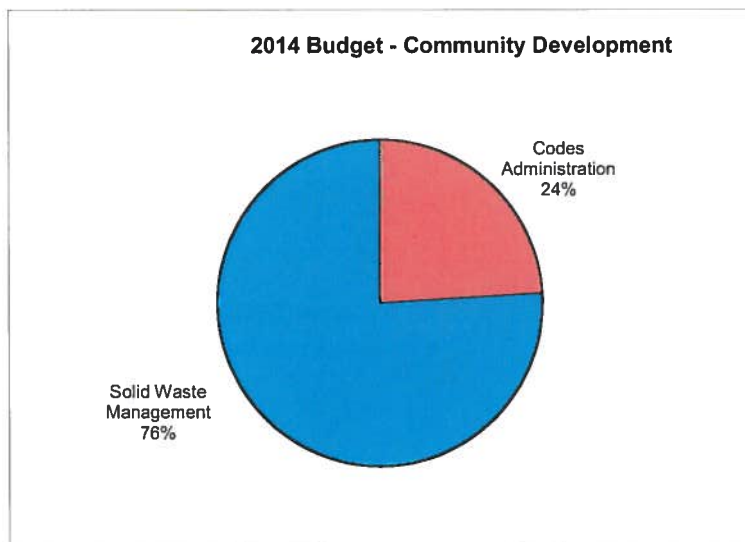
<b>Full-time Equivalent Positions</b>				
	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>
Court Administrator	1.00	1.00	1.00	1.00
Court Clerk A	3.00	3.00	3.00	3.00
Court Clerk B	1.00	1.00	1.00	1.00
<b>Total</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>	<b>5.00</b>

## City of Prairie Village 2014 Budget

### Department: Community Development

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Expenditures by Program</b>				
Administrative Services	76,180	-	-	-
Codes Administration	314,310	385,697	395,772	467,173
Solid Waste Management	1,604,163	1,692,096	1,400,214	1,475,470
Total	<b>\$1,994,653</b>	<b>\$ 2,077,793</b>	<b>\$ 1,795,986</b>	<b>\$ 1,942,643</b>
<b>Expenditures by Character</b>				
Personal Services	\$ 360,835	\$ 359,323	\$ 367,897	\$ 379,308
Contract Services	1,627,746	1,713,088	1,417,176	1,552,423
Commodities	5,840	5,382	9,663	9,663
Capital Outlay	231	-	1,250	1,250
Total	<b>\$ 1,994,653</b>	<b>\$ 2,077,793</b>	<b>\$ 1,795,986</b>	<b>\$ 1,942,643</b>
<b>Expenditures by Fund</b>				
General Fund	390,489	385,697	395,772	467,173
Solid Waste Management Fund	1,604,163	1,692,096	1,400,214	1,475,470
Total	<b>\$ 1,994,653</b>	<b>\$ 2,077,793</b>	<b>\$ 1,795,986</b>	<b>\$ 1,942,643</b>
<b>Full-time Equivalent Positions</b>	5.70	4.70	4.70	5.20

- In 2014, contract services reflects budget for Interior Home Inspector at \$65,000.



**City of Prairie Village  
2014 Budget**

**Department: Community Development  
Program: Administrative Services**

	<b>2011 Actual</b>	<b>2012 Actual</b>	<b>2013 Budget</b>	<b>2014 Budget</b>
<b>Program Expenditures</b>				
Personal Services	\$ 46,564	\$ -	\$ -	\$ -
Contract Services	29,616	0	0	0
Commodities	0	0	0	0
Capital Outlay	0	0	0	0
Total	<b>\$ 76,180</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 76,180	\$ -	\$ -	\$ -
Total	<b>\$ 76,180</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Full-time Equivalent Positions</b>				
	<b>0.30</b>	<b>0.30</b>	<b>-</b>	<b>-</b>
Assistant City Administrator	0.30	0.30	-	-
Total	<b>0.30</b>	<b>0.30</b>	<b>-</b>	<b>-</b>

**Notes**

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

# City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 289,946	\$ 334,538	\$ 343,472	\$ 353,253
Contract Services	18,293	45,777	41,587	103,208
Commodities	5,840	5,382	9,463	9,463
Capital Outlay	231	0	1,250	1,250
<b>Total</b>	<b>\$ 314,310</b>	<b>\$ 385,697</b>	<b>\$ 395,772</b>	<b>\$ 467,173</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 314,310	\$ 385,697	\$ 395,772	\$ 467,173
<b>Total</b>	<b>\$ 314,310</b>	<b>\$ 385,697</b>	<b>\$ 395,772</b>	<b>\$ 467,173</b>

<b>Full-time Equivalent Positions</b>	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
<b>Total</b>	<b>5.10</b>	<b>4.10</b>	<b>4.40</b>	<b>4.90</b>

### **Notes**

- In 2014, contract services reflects budget for additional codes staff at \$65,000.

### **2014 Capital Outlay Budget Includes the Following:**

Office equipment	\$ 250
Field equipment	450
Miscellaneous equipment	550
<b>Total</b>	<b>\$ 1,250</b>

**City of Prairie Village  
2014 Budget**

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

	<b>2011 Actual</b>	<b>2012 Actual</b>	<b>2013 Budget</b>	<b>2014 Budget</b>
<b>Program Expenditures</b>				
Personal Services	\$ 24,326	\$ 24,785	\$ 24,425	\$ 26,055
Contract Services	1,579,838	1,667,311	1,375,589	1,449,215
Commodities	0	0	200	200
<b>Total</b>	<b>\$ 1,604,163</b>	<b>\$ 1,692,096</b>	<b>\$ 1,400,214</b>	<b>\$ 1,475,470</b>

<b>Expenditures by Fund</b>				
Solid Waste Management Fund	1,604,163	1,692,096	1,400,214	1,475,470
<b>Total</b>	<b>\$ 1,604,163</b>	<b>\$ 1,692,096</b>	<b>\$ 1,400,214</b>	<b>\$ 1,475,470</b>

<b>Full-time Equivalent Positions</b>				
	0.30	0.30	0.30	0.30
Assistant City Administrator	0.30	0.30	0.30	0.30
<b>Total</b>	<b>0.30</b>	<b>0.30</b>	<b>0.30</b>	<b>0.30</b>

**Notes**

- Contract services budget includes the cost for the annual large item pickup. The cost is \$30,000.
- Contract with Deffenbaugh Disposal, Inc. was renegotiated at a lower rate in 2013.
- in 2014, contract services budget reflects 5% increase in 2014 expenditures. This may change after the City receives the 2014 rate from Deffenbaugh.

**Funding Sources:** Special assessments on property tax bills.

**Expenditures:** Contract with Deffenbaugh Disposal, Inc. for solid waste collection, recycling, composting services and large item pick up as well as a portion of the City's administrative costs including personal services and supplies.

2010 Assessment: \$177.62  
 2011 Assessment: \$200.74  
 2012 Assessment: \$200.74  
 2013 Assessment: \$158.52  
 2014 Assessment: \$174.00

# City of Prairie Village 2014 Budget

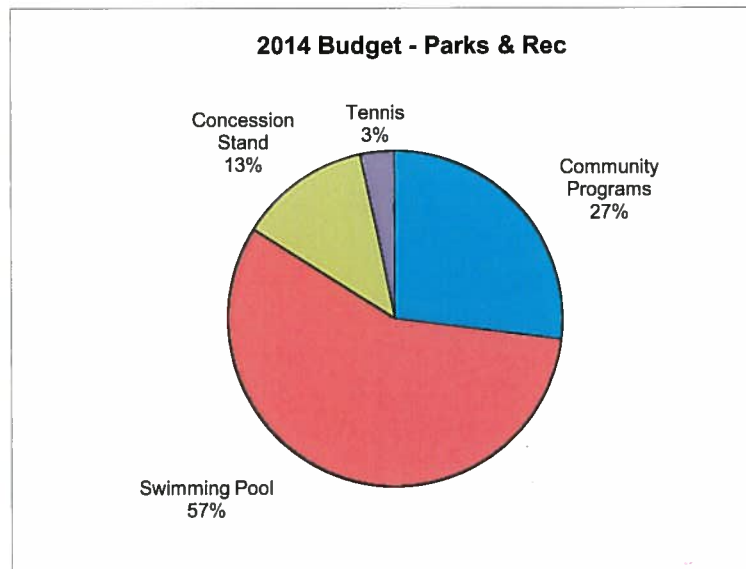
## Department: Parks & Community Programs

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Expenditures by Program</b>				
Community Programs	\$ 146,922	\$ 142,105	\$ 172,463	\$ 162,735
Swimming Pool	311,759	322,451	351,918	343,740
Concession Stand	58,477	66,509	76,048	76,695
Tennis	13,017	15,172	18,479	19,979
Total	<b>\$ 530,176</b>	<b>\$ 546,237</b>	<b>\$ 618,908</b>	<b>\$ 603,149</b>

<b>Expenditures by Character</b>				
Personal Services	\$ 373,678	\$ 376,973	\$ 409,429	\$ 387,450
Contract Services	97,490	88,677	132,054	121,774
Commodities	40,830	47,961	56,425	57,675
Capital Outlay	18,178	32,625	21,000	36,250
Debt Service	-	-	-	-
Contingency	-	-	-	-
Total	<b>\$ 530,176</b>	<b>\$ 546,237</b>	<b>\$ 618,908</b>	<b>\$ 603,149</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 515,176	\$ 531,237	\$ 603,908	\$ 588,149
Special Alcohol Fund	15,000	15,000	15,000	15,000
Debt Service Fund	0	0	0	0
Total	<b>\$ 530,176</b>	<b>\$ 546,237</b>	<b>\$ 618,908</b>	<b>\$ 603,149</b>

<b>Full-time Equivalent Positions</b>	20.80	20.80	20.80	20.80
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## City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 65,002	\$ 67,653	\$ 68,421	\$ 58,577
Contract Services	65,814	57,102	85,292	85,408
Commodities	1,107	350	2,750	2,750
Capital Outlay	15,000	17,000	16,000	16,000
Total	<b>\$ 146,922</b>	<b>\$ 142,105</b>	<b>\$ 172,463</b>	<b>\$ 162,735</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 131,922	\$ 127,105	\$ 157,463	\$ 147,735
Special Alcohol Fund	15,000	15,000	15,000	15,000
Total	<b>\$ 146,922</b>	<b>\$ 142,105</b>	<b>\$ 172,463</b>	<b>\$ 162,735</b>
<b>Full-time Equivalent Positions</b>				
	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

### 2014 Capital Outlay Budget Includes the Following:

Community Center Chairs	\$ 16,000
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# City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 268,214	\$ 266,325	\$ 288,126	\$ 276,026
Contract Services	28,550	27,744	41,492	30,164
Commodities	11,817	12,757	17,300	17,300
Capital Outlay	3,178	15,625	5,000	20,250
<b>Total</b>	<b>\$ 311,759</b>	<b>\$ 322,451</b>	<b>\$ 351,918</b>	<b>\$ 343,740</b>

<b>Expenditures by Fund</b>				
General Fund	\$ 311,759	\$ 322,451	\$ 351,918	\$ 343,740
<b>Total</b>	<b>\$ 311,759</b>	<b>\$ 322,451</b>	<b>\$ 351,918</b>	<b>\$ 343,740</b>

<b>Full-time Equivalent Positions</b>				
	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
<b>Total</b>	<b>16.82</b>	<b>16.82</b>	<b>16.82</b>	<b>16.82</b>

## Notes

### 2014 Capital Outlay Budget Includes the Following:

Diving Blocks (2)	\$ 6,000
Miscellaneous Equipment	13,250
Office Equipment	1,000
	<b>\$ 20,250</b>

## City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 30,069	\$ 31,507	\$ 37,773	\$ 37,748
Contract Services	1,570	1,424	3,200	3,872
Commodities	26,838	33,578	35,075	35,075
Capital Outlay	0	0	0	0
Total	<b>\$ 58,477</b>	<b>\$ 66,509</b>	<b>\$ 76,048</b>	<b>\$ 76,695</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 58,477	\$ 66,509	\$ 76,048	\$ 76,695
Total	<b>\$ 58,477</b>	<b>\$ 66,509</b>	<b>\$ 76,048</b>	<b>\$ 76,695</b>
<b>Full-time Equivalent Positions</b>				
	3.00	3.00	3.00	3.00
Concession Worker	3.00	3.00	3.00	3.00
Total	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>

# City of Prairie Village 2014 Budget

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

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Program Expenditures</b>				
Personal Services	\$ 10,393	\$ 11,488	\$ 15,109	\$ 15,099
Contract Services	1,556	2,408	2,070	2,330
Commodities	1,068	1,276	1,300	2,550
Total	<b>\$ 13,017</b>	<b>\$ 15,172</b>	<b>\$ 18,479</b>	<b>\$ 19,979</b>
<b>Expenditures by Fund</b>				
General Fund	\$ 13,017	\$ 15,172	\$ 18,479	\$ 19,979
Total	<b>\$ 13,017</b>	<b>\$ 15,172</b>	<b>\$ 18,479</b>	<b>\$ 19,979</b>
<b>Full-time Equivalent Positions</b>				
	0.20	0.20	0.20	0.20
Tennis Instructor	0.20	0.20	0.20	0.20
Total	<b>0.20</b>	<b>0.20</b>	<b>0.20</b>	<b>0.20</b>

**City of Prairie Village  
Economic Development Fund**

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Fund Balance 1/1</b>	\$ 2,147,282	\$ 2,116,755	\$ 2,044,055	\$ 1,990,035
<b>Revenues:</b>				
Interest on Investments	8,958	1,299	10,000	10,000
<b>Total Revenue</b>	<b>8,958</b>	<b>1,299</b>	<b>10,000</b>	<b>10,000</b>
Transfers from Other funds:				
Transfer from General Fund	-	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Sources</b>	<b>8,958</b>	<b>1,299</b>	<b>10,000</b>	<b>10,000</b>
<b>Expenditures:</b>				
Contract Services	39,485	65,019	73,000	73,000
<b>Total Expenditures</b>	<b>39,485</b>	<b>65,019</b>	<b>73,000</b>	<b>73,000</b>
<b>Total Uses</b>	<b>39,485</b>	<b>65,019</b>	<b>73,000</b>	<b>73,000</b>
<b>Sources Over(Under) Uses</b>	<b>(30,527)</b>	<b>(63,720)</b>	<b>(63,000)</b>	<b>(63,000)</b>
<b>Fund Balance @ 12/31</b>	<b>\$ 2,116,755</b>	<b>\$ 2,053,035</b>	<b>\$ 1,981,055</b>	<b>\$ 1,927,035</b>

Projects	2011	2012	2013	2014
Exterior Grant Program	\$ 45,565	\$ 36,821	\$ 50,000	\$ 50,000
Website renovation & upgrades	-	-	10,000	-
Johnson County Home Repair Program	-	-	20,000	20,000
KCADC Joint Membership w/Chamber	2,664	2,664	2,700	3,000
	<b>\$ 48,229</b>	<b>\$ 39,485</b>	<b>\$ 82,700</b>	<b>\$ 73,000</b>

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

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

**City of Prairie Village  
Equipment Reserve Fund**

	2011 Actual	2012 Actual	2013 Budget	2014 Budget
<b>Fund Balance 1/1</b>	\$ 717,497	\$ 552,491	\$ 391,906	\$ 229,371
<b>Revenues:</b>				
Intergovernmental		-	-	-
Interest on Investments	2,412	229	2,000	2,000
<b>Total Revenue</b>	<b>2,412</b>	<b>229</b>	<b>2,000</b>	<b>2,000</b>
Transfers from Other funds:				
Transfer from General Fund	253,230	252,500	275,000	600,000
Transfer from Stormwater Utility Fund	90,000	-	-	87,600
Transfer from Economic Dev Fund	-	-	-	-
<b>Total</b>	<b>343,230</b>	<b>252,500</b>	<b>275,000</b>	<b>687,600</b>
<b>Total Sources</b>	<b>345,642</b>	<b>252,729</b>	<b>277,000</b>	<b>689,600</b>
<b>Expenditures:</b>				
Capital Outlay	510,648	422,849	430,000	650,100
<b>Total Expenditures</b>	<b>510,648</b>	<b>422,849</b>	<b>430,000</b>	<b>650,100</b>
<b>Total Uses</b>	<b>510,648</b>	<b>422,849</b>	<b>430,000</b>	<b>650,100</b>
<b>Sources Over(Under) Uses</b>	<b>(165,006)</b>	<b>(170,120)</b>	<b>(153,000)</b>	<b>39,500</b>
<b>Fund Balance @ 12/31</b>	<b>\$ 552,491</b>	<b>\$ 382,371</b>	<b>\$ 238,906</b>	<b>\$ 268,871</b>

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

**Expenditures:** Acquisition of equipment, vehicles and technology projects.

## City of Prairie Village Equipment Reserve Fund

	2014 Budget	2013 Carryover	2014 Remaining
<b>IT Projects</b>			
Storage Area Network	\$ 60,000		\$ 60,000
CH/PW Wired Connection	\$ 40,000		\$ 40,000
In-Car Video System	\$ 90,000		\$ 90,000
Server Replacement	\$ 15,000	15,000	\$ 30,000
<b>Total IT Projects</b>	<b>\$ 205,000</b>	<b>\$ 15,000</b>	<b>\$ 220,000</b>
<b>Equipment/Vehicle Replacement</b>			
Public Works Dump Truck	\$ 170,000		\$ 170,000
Public 4x4 Truck with plow equipment	\$ 45,000		\$ 45,000
PD Investigations Vehicle	\$ 22,500		\$ 22,500
Codes Vehicle	\$ 20,000		\$ 20,000
Public Works Camera	\$ 87,600		\$ 87,600
Public Works Loader for 2015	\$ 100,000		\$ 100,000
<b>Total Equipment/Vehicle Replacement</b>	<b>\$ 445,100</b>	<b>\$ -</b>	<b>\$ 445,100</b>
<b>Total Expenditures</b>	<b>\$ 650,100</b>	<b>\$ 15,000</b>	<b>\$ 665,100</b>

	2014 Budget
Beg Bal on 1/1	\$ 229,371
<b>Revenues:</b>	
IT Project Revenue - Transfer from General Fund	\$ 600,000
Transfer from Stormwater	\$ 87,600
Equipment/Vehicle Project Revenue	
Intergovernmental Transfers	
Interest on Investments	\$ 2,000
Total Revenue	\$ 689,600
Total Sources	<u>\$ 689,600</u>
<b>Expenditures:</b>	
IT Project Expenditures	\$ 205,000
Equipment/Vehicle Replacement Expenditures	\$ 445,100
Total Expenditures	\$ 650,100
Fund Bal on 12/31	\$ 268,871

City Letterhead

[date]

Honorable Derek Schmidt  
Attorney General  
120 SW Tenth Avenue, 2nd Floor  
Topeka, KS 66612-1597

Wes Jordan, Chief of Police  
City of Prairie Village Police Department  
7710 Mission Road  
Prairie Village, KS 66208

Re: House Bill 2052 (Sen. Sub. for HB 2052)

Dear Attorney General Schmidt and Chief Jordan:

This will notify you that the Governing Body of the City of Prairie Village, Kansas has elected to exempt from the provisions of House Bill 2052 (Sen. Sub. for HB 2052) until January 1, 2014, the following municipal buildings:

Municipal Offices – 7700 Mission Road  
Police Department – 7710 Mission Road  
Community Center – 7720 Mission Road  
Public Works – 3535 Somerset Drive and associated outbuildings  
Municipal Pool – 7711 Delmar Street

Yours truly,

Ronald L. Shaffer  
Mayor

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
Council Chambers  
June 03, 2013  
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 20, 2013
- 2. Approve the School Resource Officer Agreement with the Shawnee Mission School District for the 2013-2014 school year
- 3. Approve the agreement with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program
- 4. Approve the following contracts for VillageFest 2013: Debbie Jackson Productions, DJ Services (\$800.00); Ararat Shrine Clowns, 3 Clowns (\$600.00); J Todd Music Agency, Valentine & the Knights (\$1,000.00); Action Inflatables Mega Events, Inflatables (\$1,375.00); Giggles-n-Jiggles LLC, Human Hamster Balls (\$650.00)
- 5. Authorize the Mayor to execute the Final Plat for "Meadowbrook Executive Building" Replat for its acceptance of rights-of-way and easements subject to the conditions required by the Planning Commission

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

**Council Committee of the Whole**

COU2013-21 Consider approval of letter to Attorney General regarding HB 2055 and concealed carry in public buildings

**Planning Commission**

PC2013-04 Recommend the City Council adopt Ordinance 2273 granting a



Special Use Permit to allow the operation of a private preschool at 7501 Belinder Avenue subject to the Findings of Fact as adopted by the Planning Commission and the conditions recommended by the Planning Commission.

- 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](mailto:cityclerk@pvkansas.com)

**CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**June 3, 2013**

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
May 20, 2013**

The City Council of Prairie Village, Kansas, met in regular session on Monday, May 20, 2013, 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, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, Brooke Morehead, Charles Clark, David Morrison, Ted Odell and David Belz.

Also present were: Captain Wes Lovett; Keith Bredehoeft, Interim Public Works Director; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director , Danielle Dulin, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

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

**PUBLIC HEARING**

Keith Bredehoeft explained the City is considering an application to Johnson County for Community Development Block Grant (CDBG) funds for Fiscal Year 2014. The Johnson County program allows cities to apply for funds every other year when applying for funding near the \$200,000 level. There is no match requirement by the applicant but matching funds do improve the proposed project score. Typical match amounts fall in the range of 20% - 30% depending on total project cost. The City's funding share will come from the 2014 CIP Program.

Part of the application process is holding a public hearing to obtain citizen input from the public on the possible uses of CDBG funds in resolving local community development and housing needs. CDBG grant funds may be used to carry out eligible activities including, but not limited to, housing rehabilitation, public improvements, economic development and public services. All CDBG projects must address one of three national objectives, benefit low and moderate income persons; aid in the prevention or elimination of slums or blight; or meet other community development needs having particular urgency.

Keith Bredehoeft presented the following two possible projects for consideration that meet at least one of the required criteria. Both projects would request grant funds in the amount of \$160,000 with the city covering the additional costs. Mr. Bredehoeft noted that staff recommends Project #1 be submitted as it has an immediate need; whereas Project #2 could be held off for a future project.

**Project #1 - Rainbow Drive- 75<sup>th</sup> Street to Booth Drive- \$200,000**

Rainbow Drive between 75<sup>th</sup> Street and Booth Drive is a 932 foot long residential street. The street has standing water in the gutter for long periods after wet periods. The pavement and concrete is deteriorating. The construction will replace all curb and gutter on both sides of the street and include 3 inch mill and overlay. Replacing the curb and gutter will necessitate the replacement of the driveway aprons to meet the new gutter profile. This project is recommended by staff to be the proposed CDBG project for 2014.

**Project #2 - Booth Drive- 75<sup>th</sup> Street to 78<sup>th</sup> Street - \$195,000**

Booth Drive between 75<sup>th</sup> Street and 78<sup>th</sup> Street is a 2,200 foot long collector street. The pavement is currently in bad condition. This project will require mill and overlay the existing deteriorated asphalt. No other work will be included in this project.

Mayor Shaffer opened the public hearing for comment. With no one present to speak on the proposed CDBG application, Mayor Shaffer closed the public hearing at 7:38 p.m.

David Belz noted he is aware of several areas within Project #2 that are also in need of immediate repair and feels it would also be an appropriate project for submittal.

Brooke Morehead asked when notice of this hearing was sent. Mr. Bredehoeft responded it was published in the Legal Record April 30, 2013.

Dale Warman moved the Governing Body authorize the submittal of an application for Johnson County Community Development Block Grant (CDBG) funds for Fiscal Year 2014 for identified Project #1 - Rainbow Drive - 75<sup>th</sup> Street to Booth Drive for \$200,000. The motion was seconded by David Belz and passed unanimously.

### **PUBLIC PARTICIPATION**

Mayor Shaffer announced that after a great deal of thought and research, he is imposing a five minute limitation on individual's comments during public participation. He noted individual's could distribute additional information to Council or communicate with them via e-mail. This time limit would be extended if Council members wished to ask questions of the speaker. A time limit for public participation is common practice in other cities. Mr. Kelly and Morrison spoke in opposition to the time limit, Mr. Odell expressed some concern, Mr. Warman, Mr. Wang and Ms Wassmer spoke in support of the time limit.

Chuck Dehner, 4201 West 68<sup>th</sup> Terrace, noted John Petersen's comments were longer than five minutes. Mayor Shaffer noted that was prior to the time limit established tonight. Mr. Dehner continued his comments against the Community Development Grants approved for the Corinth and Prairie Village Shops and questioned the legitimacy of their requested reimbursements from the City. He suggested an outside audit be conducted on the agreement and claimed reimbursements. Low and middle income residents are being hurt for the benefit of the wealthy developers and their lawyers. Mr. Dehner stated he felt these transactions are not being handled appropriately and staff should be removed if they cannot do their jobs. He requested that all CID transactions be made transparent and placed on the city's website for the public to view.

With no one else to address the Council Public Participation was closed at 7:45 p.m.

## **CONSENT AGENDA**

Dale Warman moved the approval of the Consent Agenda for May 20, 2013:

1. Approve the Regular Council Meeting Minutes - May 6, 2013
2. Approve agreement with the Red Cross for Aquatic Examiner Services for the 2013 Season.
3. Approve the allocation of \$15,000 and not-to-exceed \$8,000 in expenses to the Mercer Group, Inc. for the executive search for the Public Works Director position with funding from the General Fund Contingency.
4. Approve the following contracts for VillageFest 2013: Del Sawyer, Food Vendor (pays \$175); Captured Memories, LLC, Photo Booth (\$500); Susan Lee, Vocal Performance (\$100); Sister Act Face Painting, Face Painting & Wacky Hair (\$2240); Rex Nolen, Food Vendor (pays \$175); Clement McCrae Puppets, Puppet Show (\$875); HyVee, Food Vendor (pays \$175); Hiccup Productions, Jim Cosgrove, Funky Mama, Sound System (\$2300).
5. Ratify the appointment of Craig Stramel to the Prairie Village Sister City Committee to a three year term expiring in April, 2016.

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

## **MAYOR’S REPORT**

Mayor Shaffer stated he had attended several events over the past month and he would be glad to discuss any of them individually with anyone who was interested. No formal report was given.

## **Presentation of Planning/Zoning Considerations including “Golden Factors”**

City Planning Consultant Ron Williamson addressed the Council reviewing the “Golden Factors” that emerged from the 1978 Supreme Court of Kansas decision in the Golden vs. City of Overland Park case that have become institutionalized in the consideration of zoning changes in Kansas. Mr. Williamson noted that a more recent Kansas court case determined that Special Use Permits were, in reality, a land use change and should be considered by the

same factors by both the Planning Commission and Governing Body. He stressed it is not necessary that the findings on all the factors be favorable to approve or be unfavorable to deny the zoning change or Special Use Permit. Also, not all the factors carry the same weight and the weight may vary from case to case and person to person.

Mr. Williamson added that in addition to the Golden Factors, the City of Prairie Village Zoning Regulations also provides factors for consideration when considering Special Use Permits, which are similar in nature to the Golden Factors. He noted approval of a Special Use Permit for a private Montessori school will come before the Council at their next meeting. The Council's action on that application must be made on the evidence and facts submitted. The Planning Commission will make its findings based the information presented to them. The Council must also make its findings based on the same information; however, Mr. Williamson noted the Council's findings may vary from the Commission's.

City Attorney Katie Logan stressed the importance of "reasonableness" in their determinations and findings reviewing all of the eight factors.

Andrew Wang asked about receiving conflicting information. Mr. Enslinger responded there will be conflicting information presented and the Council must in its quasi-judicial position weigh the information given. The Planning Commission will give the basis for their findings in their recommendation to the Governing Body.

Charles Clark stated the official record comes from the hearings before the Planning Commission and noted what is said at the City Council meeting is not part of the record on which the Council's decision is to be made. Dennis Enslinger added that during comments made to the Council, staff will listen for new information that was not presented to the Planning Commission. It will advise the Council that the new information cannot be considered. The

Council's decisions must be based on the same information that was provided to the Planning Commission during the public hearing.

Laura Wassmer stated she felt that many residents think the Council will be making the decision and do not realize they should be addressing their concerns to the Planning Commission. She suggested that this information to placed boldly on the city's website. They need to be told that the public hearing before the Planning Commission is where they should be making their comments. Mr. Enslinger noted that the Council could choose not to take comments at its meeting and stressed staff will listen carefully and advise the Council of any new information that cannot be considered.

Mr. Enslinger stated the Council will receive copies of all the information presented to the Planning Commission: applications, exhibits, transcripts, correspondence, reports, minutes, etc.

Ron Williamson added that if Council members are getting individual e-mails these should be sent to the City Clerk or Mr. Enslinger to be forwarded on to the Planning Commission; otherwise the information cannot be considered. Ms Logan agreed that all documentation needs to come through staff to the Planning Commission for their consideration in making their recommendation.

Brooke Morehead stated one of the criteria listed is "staff recommendation" and asked who is considered "staff". Ron Williamson responded that he prepares the staff report; however, in doing so he gets information from the Public Works Director, Chief of Police, Fire Chief, City Engineers for traffic and drainage, building codes personnel.

Quinn Bennion asked to what extent can the City Council add conditions. Mr. Enslinger responded they could add or remove conditions; however, any change to the recommendation of the Planning Commission would require a two-thirds vote of the Governing Body or nine



votes. Katie Logan added if a protest petition is filed it will require a three-fourths vote of the Governing Body or 10 votes to approve the Special Use Permit regardless of the recommendation of the Planning Commission. She added that the protest petition, which must be filed within 14 days following the closure of the public hearing, is a protest against the proposed use, not the recommendation of the Planning Commission.

Andrew Wang asked if there were time limits on the public hearing comments. Mr. Williamson responded there are generally not. The Chair of Commission does ask that speakers keep their comments brief and not repeat comments that have already been made, but have not set time limits.

Mr. Williamson stated the Governing Body has the ability to return an application to the Planning Commission for further consideration, but if doing so, direction is given as to what should be reconsidered.

Dennis Enslinger asked that any correspondence received directly by Council members should be sent to Joyce to be forwarded to the Planning Commission and made part of the public record. He also stated he will put information out advising the public to make their comments to the Planning Commission.

## **COMMITTEE REPORT**

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

#### **COU2013-20 Consider Contract with Serenity Landscape Design, LLC for Weed Abatement Services**

On behalf of the Council Committee of the Whole, Dale Warman moved the City Council accept the low bid from Serenity Landscape Design, LLC and authorize the Mayor to execute an agreement for Weed Abatement Services with Serenity Landscape Design, LLC. The motion was seconded by Andrew Wang and passed unanimously.

COU2013-19 Consider Construction Contract for Project 2013 Paving, 2013 CARS and 2012/2013 Drainage Projects

On behalf of the Council Committee of the Whole, Dale Warman moved the City Council authorize the Mayor to execute the Construction Contract with O'Donnell and Son's Construction for Project 2013 Paving, 2013 CARS and 2012/2013 Drainage Repair in the amount of \$3,100,000. The motion was seconded by Brooke Morehead and passed unanimously.

COU2013-18 Consider Construction Administration Agreement with TranSystems for 2013 Construction Projects

On behalf of the Council Committee of the Whole, Dale Warman moved the City Council approve the Construction Administration Agreement with TranSystems for the 2013 construction projects at a cost not to exceed \$299,299.00. The motion was seconded by Andrew Wang and passed unanimously.

Brooke Morehead asked the status on the registration of guests at City Hall. Quinn Bennion noted that when this item was brought up at the last Council meeting, Chief Jordan stated that his department had created a security plan which had not been reviewed by management yet. Mr. Bennion stated he has reviewed the plan and it does not address the registration of all visitors. Mrs. Morehead asked that this item be added to a future Council Committee of the Whole agenda.

**STAFF REPORTS**

**Public Safety**

- Captain Wes Lovett announced the Tip-a-Cop fund raiser held last week at Johnny's was successful and recognized Officer Adam Taylor for his work on the event.
- The Special Olympics Torch Run will be on next Tuesday with several police officers participating.

## **Public Works**

- Four crew members came in and worked approximately four and a half hours to clear streets and storm drains following the recent storm.
- The next two meetings will focus on the public works operations and CIP budgets.

## **Administration**

- Dennis Enslinger reported the legislature is back in session and he will send out a final legislative update when the session concludes.
- There will be a breakfast held on June 7<sup>th</sup> hosted by the Northeast Johnson County Chamber & Kansas City Area Development Council
- Standees will open next weekend. They have been issued a temporary certificate of occupancy.
- Mr. Enslinger reported the city has issued building permits for \$1.5M in construction, most is residential construction (including four teardowns & rebuilds) but there are also two schools (St. Ann's & Indian Hills) as well as Spin Pizza, Office Remodels and the new retail building in the PV Shops. The Building Inspector will be working overtime hours to keep up with inspections.
- Danielle Dulin announced there will not be a Synchronized Swim program as no coach could be found, other team registrations are going well and the pool opens on Saturday.
- Lisa Santa Maria briefly reviewed the results of the on-line budget simulator and the remaining budget schedule.
- Katie Logan presented a recap of House Bill #2052 regarding concealed carry in public buildings and the requirements for municipalities to provide adequate security at public entrances. She reviewed the timetable and process for implementation of the required security measures.
- She noted there are no penalties for not enforcing the law or for carrying a concealed weapon in a building. The State can exempt themselves and school districts are exempt from the regulations.
- Quinn Bennion stated he is continuing to work with the Mercer Group on the Public Works Director Search.
- Mr. Bennion noted the most recent Kansas Government Journal contains an article on the foundation's "Brush with Kindness" program with Heartland Habitat for Humanity.

Ted Odell asked about the status with Google Fiber and Brooke Morehead asked the status with SureWest. Mr. Bennion responded that staff is pursuing Goggle Fiber and has not had any additional communication with SureWest since they announced they would not be expanding operations into Prairie Village in 2013.

## **OLD BUSINESS**

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

## **NEW BUSINESS**

Ashley Weaver asked if the information requested by Mr. Dehner could be placed on the City's website. Dennis Enslinger responded the requests could be placed on the website, but

noted the documentation presented would be unmanageable and very difficult to navigate. Staff desired to organize and summarize the information before placing on the web.

**ANNOUNCEMENTS**

Environment/Recycle Committee	05/22/2013	7:00 p.m.
VillageFest Committee	05/23/2013	7:00 p.m.
Council Committee of the Whole	06/03/2013	6:00 p.m.
City Council	06/03/2013	7:30 p.m.

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

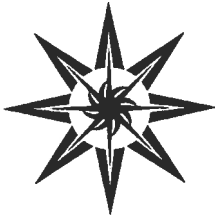
Recreation memberships are on sale in the City Clerk’s Office. The pool opens on Saturday, May 25<sup>th</sup> at 11:00 a.m.

The City offices will be closed on Monday, May 27<sup>th</sup> in observance of the Memorial Day Holiday. Deffenbaugh also observes this holiday so trash pick-up will be delayed one day.

**ADJOURNMENT**

With no further business to come before the City Council, the meeting was adjourned at 9:00 p.m.

Joyce Hagen Mundy  
City Clerk



## **POLICE DEPARTMENT**

**Council Meeting Date: June 3, 2013**

**CONSENT AGENDA: Consider the School Resource Officer Agreement with the Shawnee Mission School District**

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### **RECOMMENDATION**

Staff recommends approval of the contract with the Shawnee Mission School District for the 2013-2014 school year.

### **BACKGROUND**

Since the inception of the School Resource Officer Program, the City and the District have entered into a contract regarding the relationship of the parties, costs, and responsibilities.

The included contract is the standard contract between the District and municipalities that provided these services. The portions of the agreement that pertain to officer responsibilities, school responsibilities, agency responsibilities, length of contract, and \$185.00 per day consulting fee for the officer(s) have not changed.

The City Attorney has previously reviewed and approved the document.

### **PREPARED BY**

Capt. Tim M. Schwartzkopf  
Investigations Commander  
Date: March 20, 2013

## AGREEMENT

This Agreement is entered into this 15<sup>th</sup> day of may, 2013, by and between the **City of Prairie Village, Kansas**, a municipal corporation, hereinafter referred to as "**City**", and the **Shawnee Mission Unified School District No. 512**, located at 7235 Antioch, a political subdivision of the State of Kansas, hereinafter referred to as "**District**".

### WITNESSETH

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign uniformed law enforcement officers, vehicles, radios and all necessary equipment for the School Resource Officer Program, hereinafter referred to as "SRO". The SRO will work with school personnel in providing alcohol and other drug education, maintaining a safe campus environment, serving as law enforcement problem-solving resource person, and providing the appropriate response during on-campus or school related criminal activity.
2. Term. The term of this Agreement shall be from the first day of school, which will be no earlier than **August 12, 2013**, through the last day of school or no later than **May 27, 2014**, provided the term may be mutually extended by the parties as they deem necessary to satisfy attendance requirements that may have been affected by weather or other factors. During days that schools are not in session, the SRO shall perform regular police duties at a duty station as determined by the Chief of Police.
3. Termination. This Agreement may be terminated without cause by either party upon 30 days prior written notice.
4. Relationship of Parties. The City and the assigned SRO shall have the status of an independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered to be an employee of the City and shall be subject to its control and supervision. The assigned SRO will be subject to current procedures in effect for the City police officers, including attendance at all mandated training and testing to maintain state law enforcement officer certification. The District agrees to cooperate with the City in any administrative investigation regarding violations of such procedures by officer assigned to the District as an SRO. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals

of this Agreement is a City employee and that no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Consideration. In consideration of the assignment of law enforcement officers to work with the District as provided herein, the District agrees to pay the City one hundred eighty-five dollars (\$185.00) per day for each day each SRO works for the District (\$92.50 per half-day). The District will not be responsible for payment of overtime, unless it is requested by the District. The SRO's weekly District schedule will be mutually agreed upon in consultation with the principal of the school to which the SRO is assigned. The SRO may be asked to attend afternoon or evening events in lieu of regular day duty. Each party will maintain a budget for expenditures under this Agreement. Payment from District to City is due upon District's receipt of an itemized statement of cost from the City at the end of each school session quarter.
6. SRO Responsibilities. The SRO assigned to the District shall:
  - 6.1 Provide a program of law and education-related issues to the school community, including parents, on such topics as: tobacco, alcohol, and other drug issues, addressing violence diffusion, violence prevention, and other safety issues in the school community.
  - 6.2 Act as a communication liaison with law enforcement agencies; providing basic information concerning students on campuses served by the SRO.
  - 6.3 Provide informational in-services and be a general resource for the staff on issues related to alcohol, and other drugs, violence prevention, gangs, safety and security.
  - 6.4 Gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempt to identify particular individuals who may be a disruptive influence to the school and/or students.
  - 6.5 Take the appropriate steps consistent with a Kansas law enforcement officer's duties when a crime occurs.
  - 6.6 Present educational programs to students and school staff on topics agreed upon by both parties.
  - 6.7 Refer students and/or their families to the appropriate agencies for assistance when a need is determined.

- 6.8 Attempt to advise the school principal prior to taking legal action, subject to the SRO's duties under the law (unless in the SRO's opinion circumstances prevent it),
- 6.9 Shall not act as a school disciplinarian, nor make recommendations regarding school discipline. The SRO is not to be used for regularly assigned lunchroom duties, as a regular hall monitor, bus duties or other monitoring duties. If there is an unusual/temporary problem in one of these areas, the SRO may assist District employees until the problem is solved.

Provided further that nothing required herein is intended to nor will it constitute a relationship or duty between the assigned SRO or the City beyond the general duties that exist for law enforcement officers within the state.

- 7. Time and Place of Performance. The City will make all reasonable efforts to have an SRO available for duty at his or her assigned school each day that school is in session during the regular school year. The City is not required to furnish a substitute SRO on days when the regular SRO is absent due to illness or law enforcement department requirements. The SRO shall be and remain a full-time uniformed law enforcement officer of and for the City, shall remain duly licensed and qualified to carry/use firearms and operate patrol cars, and shall otherwise be able to meet the physical demands of the services described herein. Notwithstanding anything herein to the contrary, in the event an officer should, for any reason, fail to remain so qualified, the City shall provide a substitute officer to perform the services until such time as the unqualified SRO is able to resume his or her regular duties. The SRO's activities will be restricted to their assigned school grounds except for:
  - 7.1 Follow up home visits when needed as a result of school related student problems.
  - 7.2 School related off-campus activities when SRO participation is requested by the principal and approved by the City.
  - 7.3 Responding to off-campus, but school related, criminal activity.
  - 7.4 Responding to emergency Law enforcement activities.
- 8. District Responsibilities. The District will provide the SRO an on-site office and such supplies and equipment as are necessary at his or her assigned school. This equipment shall include a telephone, filing space capable of being secured, and access to a computer.



**SHAWNEE MISSION UNIFIED SCHOOL DISTRICT NO. 512**

By:

  
\_\_\_\_\_  
President, Board of Education

**City of Prairie Village, Kansas**

By:

\_\_\_\_\_  
Mayor, City of Prairie Village, Kansas



## POLICE DEPARTMENT

Council Meeting Date: June 3, 2013

**CONSENT AGENDA:** Consider the Agreement with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program

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### RECOMMENDATION

Staff recommends the Council continue to participate in and approve the contract with the Kansas City Crime Commission for the TIPS Hotline Crime Stoppers Program. Funds for the \$3,000.00 annual fee were approved by the Council in the 2013 Public Safety Budget in line item 01-03-21-6009-028.

### BACKGROUND

For many years the City of Prairie Village, along with numerous other law enforcement and municipal agencies, has been a joint sponsor in the Kansas City Crime Commission TIPS Hotline. No contract changes were stipulated and the City Attorney has reviewed and approved previous contracts.

### ATTACHMENTS

#### PREPARED BY

Wes Jordan

Chief of Police

Date: May 28, 2013



Crime Stoppers Greater Kansas City

3100 Broadway, Suite 226  
Kansas City, MO 64111  
816-474-TIPS  
Admin 816-960-6800  
Fax 816-960-6808  
www.kc-crime.org

Chairwoman of the Board  
LINDA FISHER

President  
DAVE LAMASTER

Vice Presidents  
1<sup>st</sup> - BOYD MCGATHEY  
2<sup>nd</sup> - TODD HARRISON  
3<sup>rd</sup> - DARRIN GRIFFITH

Program Coordinator  
DET KEVIN BOEHM

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LT. KELLI BAILIFF  
RICHARD EASLEY  
WAYNE GODSEY  
CHIEF MIKE HASTY

LIFETIME MEMBERS

JAMES R. GRAHAM  
MARGARET JONES  
RAY ZAKOVICH

May 2, 2013

Chief Wes Jordan  
City of Prairie Village, KS  
7700 Mission Road  
Prairie Village, KS 66208

Dear Chief Jordan:

Thank you for being a loyal supporter of Crime Stoppers. Without your support Crime Stoppers would not exist. Your support and partnership are very important to us, and we know **you are one of the reason's the TIPS Hotline is successful.**

It is time for the renewal of your contract with the Crime Stoppers TIPS Hotline. Here are just a few reasons to continue your support of Crime Stoppers:

- Crime Stoppers received more than 3,900 calls in 2012 that solved nearly 300 felony cases and led to the arrest of 200 criminals;
- Crime Stoppers accepts anonymous *Email Tips* "www.kccrimestoppers.com" and *Text Messaging Tips* "TIP452 plus message to CRIMES (274637)";
- The Lamar Billboard Crime Stoppers Fugitive Program successfully captures wanted murderers;
- Crime Stoppers has over 20 regularly scheduled weekly media spots providing departments easy access in publicizing unsolved crimes and fugitives;
- Kansas City's Most Wanted Newspaper publishes over 100 local fugitives, giving area departments and citizens easy access to wanted fugitives listings;
- Visit the Crime Stoppers website "www.kccrimestoppers.com" to view Unsolved Crimes, Wanted Suspects, Upcoming Events and more.

Your personal Crime Stoppers liaison, Tom Wehrle / Jim Graham, will be in contact with you soon as a courteous follow-up.

Like you, Crime Stoppers is passionate about fighting crime and making our communities safer. Thank you for being a Crime Fighter. Together we get hundreds of dangerous fugitives off our streets and out of our neighborhoods.

Sincerely,

Richard Easley  
President

Cc: Tom Wehrle / Jim Graham



Crime Stoppers is a division of the Kansas City Metropolitan Crime Commission

**KANSAS CITY METROPOLITAN**  
**CRIME COMMISSION**

3100 Broadway, Suite 226  
Kansas City, Missouri 64111  
(816) 960-6800

May 2, 2013

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

-----  
Contract Date 2013

AMOUNT DUE FOR CRIME STOPPERS ANNUAL CONTRACT FOR  
816-474-TIPS HOTLINE SERVICES

Minimum Due for 2013	\$3000
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*Amount due and payable upon receipt.*

*Thank you for your support!*

CONTRACT

This Contract is entered into this year, 2013, by and between the City of Prairie Village, KS and the Kansas City Metropolitan Crime Commission a Missouri not-for-profit corporation located at 3100 Broadway, Suite #226, Kansas City, Missouri 64111.

**WHEREAS**, the Crime Commission has run and continues to run a Crime Stoppers program promoting the 816-474-TIPS Hotline Program in the Greater Kansas City area, which includes Johnson and Wyandotte Counties in Kansas and Cass, Clay, Jackson, Lafayette, Platte and Ray Counties in Missouri.

**WHEREAS**, the City of Prairie Village, KS wishes to contract with the Crime Commission to provide this service in Prairie Village, KS.

**NOW, THEREFORE**, the parties agree as follows:

1. The City of Prairie Village, KS will pay the Crime Commission an annual fee of \$3000 dollars, payable on the date hereof and on each anniversary date of the date hereof during the term of this contract. Such annual fee may be adjusted each year as the parties hereto may agree.

2. The Crime Commission will provide its Crime Stoppers Program in Prairie Village, KS which program shall include, at a minimum, the following services:

- a) Maintain the Crime Stoppers Hotline, (currently 816-474-TIPS) which will be answered a minimum of eight hours per day;
- b) Provide publicity concerning the availability of the Crime Stoppers TIPS Hotline;
- c) Provide rewards for information leading to the arrest, issuance of a warrant or indictment, which results from calls to the Crime Stoppers TIPS Hotline;
- d) Forward information received on the Crime Stoppers TIPS Hotline regarding crimes in Prairie Village, KS to the City of Prairie Village, KS;

3. The parties agree, that the services to be provided by the Crime Commission are being provided strictly on a contract basis and that the Crime Commission is not and shall not be considered a

part of Prairie Village, KS or the City of Prairie Village, KS. The Crime Commission shall not be subject to any control by Prairie Village, KS or the City of Prairie Village, KS.

4. This contract shall be for an initial term of one year, commencing on the date hereof. Upon expiration of the initial term of this Contract, and upon expiration of each additional one year period thereafter, the term of this Contract shall be extended automatically for a period of one year, unless and until either party hereto gives written notice to the other party hereto of its intent not to extend the term of this Contract for an additional one year period.

5. This Contract shall not be assignable without the prior written consent of both parties. Any purported assignment without such written consent shall be void.

**IN WITNESS WHEREOF**, the parties have executed this Contract the year and date first above written.

**City of Prairie Village, KS**

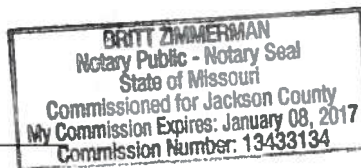
By \_\_\_\_\_

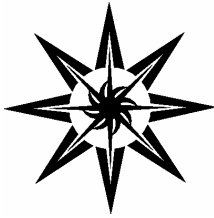
ATTEST: \_\_\_\_\_

**KANSAS CITY METROPOLITAN CRIME COMMISSION**

By R.D. Easley  
Richard Easley, President

ATTEST: Britt Zimmerman  
Britt Zimmerman





## VILLAGEFEST COMMITTEE

Council Meeting Date: June 3, 2013

**CONSENT AGENDA: Consider Approval of VillageFest Contracts**

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### RECOMMENDATION

Staff recommends the City Council approve the following contracts for VillageFest 2013.

Debbie Jackson Productions	DJ Services	\$800.00
Ararat Shrine Clowns	3 Clowns	\$600.00
J Todd Music Agency	Valentine & the Knights	\$1,000.00
Action Inflatables Mega Events	Inflatables	\$1,375.00
Giggles-n-Jiggles LLC	Human Hamster Balls	\$650.00

### FUNDING SOURCE

01-06-41-6014-005 - VillageFest

### ATTACHMENTS

1. Contracts

### PREPARED BY

Jeanne Koontz, Deputy City Clerk  
May 28, 2013

**ENTERTAINMENT/ VENDOR AGREEMENT  
2013**

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Prairie Village, Kansas (hereinafter “the City”) and Ararat Shrine Clowns, (hereinafter “Vendor”).

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2013; 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:  
  
3 clowns
  
3. Hours of Operation: The Vendor shall provide services to the general public from 9:00 a.m. to 1:00 p.m. on July 4, 2013.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor’s location for set-up on July 4, 2013 from 6:30 a.m. to 8:30 a.m. and for breakdown after 1:00 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, and 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 \$600.00, to be paid on or before July 4, 2013 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 21, 2013.**

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

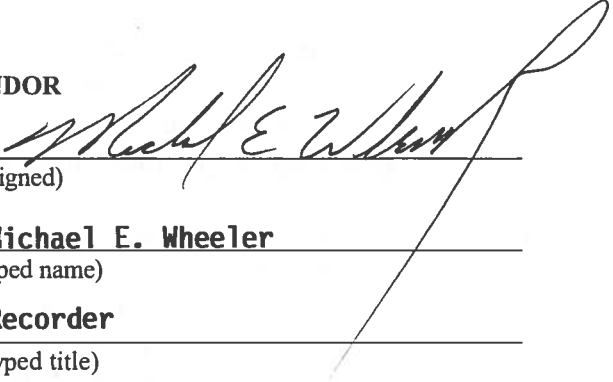
913-381-6464

\_\_\_\_\_  
(date of execution)

ATTEST:

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

**VENDOR**

By  \_\_\_\_\_  
(signed)

Michael E. Wheeler  
(typed name)

Recorder  
(typed title)

Ararat Shriners  
(typed company name)

5100 Ararat Drive  
(typed address)

Kansas City, MO 64129  
(typed city, state, zip)

816-923-1975  
(typed telephone number)

5/14/2013  
(date of execution)

APPROVED BY:

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

**ENTERTAINMENT/ VENDOR AGREEMENT  
2013**

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter “Agreement”) is made and entered into this 21<sup>st</sup> day of May, 2013, by and between the City of Prairie Village, Kansas (hereinafter “the City”) and J Todd Music Agency, (hereinafter “Vendor”).

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2013; 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:  
16 x 20 stage
2. Type of Service Provided: the Vendor agrees to provide the following services:  
Headlining Band – Valentine and The Knights – 5 pc.
3. Hours of Operation: The Vendor shall provide services to the general public from 11:30 a.m. to 12:00 p.m. on July 4, 2013.
4. Access to Facilities:
  - a. Vendor shall have access to Vendor’s location for set-up on July 4, 2013 from 11:00 a.m. to 11:30 a.m. and for breakdown after 1:00 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, and required set V 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 \$1,000.00, with \$200.00 due as a deposit and the remaining \$800.00 to be paid on or before July 4, 2013.
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.

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: Jeff J. Todd  
(signed)

Jeff Todd  
(typed name)

President/Owner  
(typed title)

J Todd Music Agency  
(typed company name)

8221 Lamar Ave.  
(typed address)

Prairie Village KS 66208  
(typed city, state, zip)

913 766-6638  
(typed telephone number)

5-21-13  
(date of execution)

APPROVED BY:

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

# J TODD MUSIC AGENCY PERFORMANCE AGREEMENT

[www.jtoddmusic.com](http://www.jtoddmusic.com)

Purchaser Information			Agency Information		
<i>Buyer</i> Village Fest			<i>Name</i> J Todd Music Agency		
<i>Contact</i> Deke Rohrbach			<i>Contact</i> Jeff Todd		
<i>Phone Number and E-Mail Address</i> 913.481.4141 pmc@andax.com			<i>Phone Number and E-Mail Address</i> (913) 766-6638 jtoddmusic@kc.rr.com		
<i>Street Address</i> 7700 Mission Road			<i>Address</i> 8221 Lamar		
<i>City</i>	<i>State</i>	<i>Zip Code.</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
Prairie Village	KS	66208	Prairie Village	KS	66208

<b>ENGAGEMENT DATE, TYPE, LOCATION AND TIME</b> July 4 <sup>th</sup> . 11:30 am – 1 pm. 7700 Mission Road			
<b>NAME OF BAND AND INSTRUMENTATION</b> Valentine and The Knights. 5 pc.			
<b>JOB DESCRIPTION</b> Musical Performance. Sound Production provided.			
<b>CONTRACT PRICE</b>  \$1000	<b>DEPOSIT due with the return of this agreement payable to the J Todd Music Agency.</b>	<b>DEPOSIT AMOUNT</b>  \$200	<b>BALANCE DUE</b> \$800 payable to Box Of Chalk immediately following the performance.
Unless otherwise specified, contract price shall include agent's commission			

**1. ARTIST – INDEPENDENT CONTRACTOR**

- a. Pursuant to Item 4 Artist (Independent Contractor) shall at all times have complete supervision, direction and control over the services of his personnel on this engagement expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements.
- b. Leader represents that the performers listed are available to perform the engagement. If a listed performer should be unavailable, Leader shall arrange for a replacement.
- c. The Artist executes this agreement as an independent contractor, not as an employee of the Purchaser. Responsibility for appropriate payment of payroll taxes and charges under applicable federal and local law will be assumed by the Artist.

**2. AGENT PROVISIONS**

- a. The agent is acknowledged to have fully performed upon the commencement of this engagement. He shall not be liable for the default of a Purchaser or the non-performance of the Artist. No changes in the contract affecting the agent's commission shall be made without the written approval of the agent.
- b. If leader or key personnel of this musical group is rebooked by the Purchaser (including chain buyers of music) Leader shall be liable for payment to the J Todd Music Agency for commission at the rate due and owing or paid for previous engagement.
- c. Artist agrees to turn over all performance inquiries and requests that are generated from this performance to the J Todd Music Agency.

**SPECIAL PROVISIONS:**

In case of inclement weather and the event is cancelled the Purchaser agrees to pay the artist in full.

- 3. The recording, reproduction, or transmission of Artist's performance is prohibited absent written consent of Artist and his union.
- 4. We acknowledge and confirm that we have read and approve the terms and conditions set forth in this contract.
- 5. UNION PROVISIONS: Members of unions or guilds, which may include the leader of this unit, agree to accept sole responsibility for complying with the rules and regulations of said unions or guilds of which they may be members.
- ~~6. ARBITRATION OF CONTROVERSIES: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, or its Canadian equivalent, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. If judgment is not paid within 30 days, debtor shall pay all collection and attorneys' fees.~~ JK

NAME AND SIGNATURE OF PURCHASER    DATE	NAME AND SIGNATURE OF BAND LEADER    DATE
---	---



**ENTERTAINMENT/ VENDOR AGREEMENT  
2013**

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Prairie Village, Kansas (hereinafter “the City”) and Action Inflatables Mega Events LLC, (hereinafter “Vendor”).

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2013; 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:  
  
Giant Slide  
40 ft Obstacle Course  
Ripcurl Water Slide  
Slide/Bounce Combo  
2 Generators  
4 Employees
  
3. Hours of Operation: The Vendor shall provide services to the general public from 9:00 a.m. to 1:00 p.m. on July 4, 2013.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor’s location for set-up on July 4, 2013 from 6:30 a.m. to 8:30 a.m. and for breakdown after 1:00 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, and required set V 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 \$1,375.00, to be paid on or before July 4, 2013 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 21, 2013.**
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 Sheble  
(typed name)

Owner  
(typed title)

Action Inflatables Mega Events LLC  
(typed company name)

1717 N. Sunset  
(typed address)

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

913-710-6651  
(typed telephone number)

\_\_\_\_\_  
(date of execution)

APPROVED BY:

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

**ENTERTAINMENT/ VENDOR AGREEMENT  
2013**

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Debbie Jackson Productions, LLC., (hereinafter "Vendor").

WHEREAS, the City is sponsoring an event, entitled VillageFest, for the general public which is to be held on July 4, 2013; 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  
Harmon Park Pavilion
2. Type of Service Provided: the Vendor agrees to provide the following services:  
  
DJ services for the mainstage and pancake breakfast
3. Hours of Operation: The Vendor shall provide services to the general public from 8:30 am to 1:00 pm at the mainstage and 7:30 am to 11:00 am at the pancake breakfast on July 4, 2013.
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location for set-up on July 4, 2013 from 6:30 a.m. to 8:30 a.m. and for breakdown after 1:00 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, and required set V 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 \$800.00 to be paid on or before July 4, 2013 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 21, 2013.**

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: Deborah Jackson Tucci  
(signed)

Deborah Jackson Tucci  
(typed name)

Owner / Operator  
(typed title)

Debbie Jackson Productions LLC  
(typed company name)

P.O. Box 68  
(typed address)

Belton Mo 64012  
(typed city, state, zip)

816-547-3032  
(typed telephone number)

5/24/13  
(date of execution)

APPROVED BY:

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



**Debbie Jackson Productions, LLC**  
**PO Box 68, Belton, MO 64012 (816) 331-2848**  
**www.debbiejacksonproductions.com**

**ENTERTAINMENT AGREEMENT**

**NAME: Marianne Noll/City of Prairie Village**  
**PHONE: 913-381-6464 CELL: 913-262-1560**  
**ADDRESS: 7700 Mission Rd.**  
**CITY: Prairie Village, KS 66208**

**DATE OF EVENT: July 4, 2013 TYPE OF EVENT: Community festival**  
**ADDRESS/DIRECTIONS: Main Stage, 77<sup>th</sup> & Mission Rd., Prairie Village, KS**

**TIME TO START MUSIC: 8:30am TIME TO STOP: 1:00pm**

<b>Total entertainment cost</b>	<b>\$450</b>
<b>Retainer fee</b>	<b>\$100</b>
<b>Amount due on or before date of event</b>	<b>\$350</b>

**Please make check payable to: Debbie Jackson Productions**

The purchaser of the service, hereinafter referred to as "Employer", desires to employ Debbie Jackson Productions to provide entertainment and coordinate sound activities for one engagement. To accomplish the aforesaid purposes and in mutual consideration of the obligations entered into under this contract, it is hereby agreed by and between the said Employer and Debbie Jackson Productions as follows:

1. Debbie Jackson Productions agrees to provide to the Employer for compensation certain entertainment services which may include sound and light shows, background music and live entertainment and to provide a master of ceremonies to coordinate these entertainment and social activities.
2. The Employer, in consideration for these services, agrees to pay to Debbie Jackson Productions a non-refundable retainer fee with the return of this agreement and the performance fee by the date of the event. Fees for extended services outside the hours hereuntofore agreed upon in this contract, requested by the Employer, shall be due on the date of the event.
3. Debbie Jackson Productions agrees that either its owners or employees are authorized by the terms of this agreement to collect the remaining balance owed to Debbie Jackson Productions to execute the terms of this agreement.
4. The Employer agrees that as a condition precedent to the performance of the terms of this agreement, he will have prior to the time of the engagement, secured the facilities for the engagement as well as any and all stamps, licenses, authorizations and permits that are necessary and proper to allow Debbie Jackson Productions to execute the terms of the agreement.
5. Liability of Debbie Jackson Productions shall not exceed the total cost of DJ services.
6. Shall Employer breach the terms of this agreement in any way, the Employer agrees that Debbie Jackson Productions will retain the total amount of the retainer fee as liquidated damages and is not a penalty.
7. Balance due date and late fee; The Employer agrees that he will pay to Debbie Jackson Productions the balance due on the date said services are provided to Employer by Debbie Jackson Productions. Should the Employer fail to do so, he agrees to pay reasonable attorney fees, a \$15.00 late fee plus 18% per year interest on the final balance due and all other costs and expenses necessarily incurred for the recovery of that amount.

WHEREFORE, for the mutual consideration herein expressed, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CLIENT SIGNATURE \_\_\_\_\_

DEBBIE JACKSON PRODUCTIONS REPRESENTATIVE  
SIGNATURE \_\_\_\_\_

**Debbie Jackson Productions, LLC**  
**PO Box 68, Belton, MO 64012 (816) 331-2848**  
**www.debbiejacksonproductions.com**

**ENTERTAINMENT AGREEMENT**

**NAME: Marianne Noll/City of Prairie Village**  
**PHONE: 913-381-6464 CELL: 913-262-1560**  
**ADDRESS: 7700 Mission Rd.**  
**CITY: Prairie Village, KS 66208**

**DATE OF EVENT: July 4, 2013 TYPE OF EVENT: Community festival**  
**ADDRESS/DIRECTIONS: Pavilion Breakfast event, 77<sup>th</sup> & Mission Rd.,**  
**Prairie Village, KS**

**TIME TO START MUSIC: 7:30am TIME TO STOP: 11:00am**

<b>Total entertainment cost</b>	<b>\$350</b>
<b>Retainer fee</b>	<b>\$100</b>
<b>Amount due on or before date of event</b>	<b>\$250</b>

**Please make check payable to: Debbie Jackson Productions**

The purchaser of the service, hereinafter referred to as "Employer", desires to employ Debbie Jackson Productions to provide entertainment and coordinate sound activities for one engagement. To accomplish the aforesaid purposes and in mutual consideration of the obligations entered into under this contract, it is hereby agreed by and between the said Employer and Debbie Jackson Productions as follows:

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3. Debbie Jackson Productions agrees that either its owners or employees are authorized by the terms of this agreement to collect the remaining balance owed to Debbie Jackson Productions to execute the terms of this agreement.
4. The Employer agrees that as a condition precedent to the performance of the terms of this agreement, he will have prior to the time of the engagement, secured the facilities for the engagement as well as any and all stamps, licenses, authorizations and permits that are necessary and proper to allow Debbie Jackson Productions to execute the terms of the agreement.
5. Liability of Debbie Jackson Productions shall not exceed the total cost of DJ services.
6. Shall Employer breach the terms of this agreement in any way, the Employer agrees that Debbie Jackson Productions will retain the total amount of the retainer fee as liquidated damages and is not a penalty.
7. Balance due date and late fee; The Employer agrees that he will pay to Debbie Jackson Productions the balance due on the date said services are provided to Employer by Debbie Jackson Productions. Should the Employer fail to do so, he agrees to pay reasonable attorney fees, a \$15.00 late fee plus 18% per year interest on the final balance due and all other costs and expenses necessarily incurred for the recovery of that amount.

WHEREFORE, for the mutual consideration herein expressed, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

CLIENT SIGNATURE \_\_\_\_\_

DEBBIE JACKSON PRODUCTIONS REPRESENTATIVE  
SIGNATURE \_\_\_\_\_

**ENTERTAINMENT/ VENDOR AGREEMENT  
2013**

**THIS ENTERTAINMENT/VENDOR AGREEMENT**, (hereinafter "Agreement") is made and entered into this 28 day of MAY, 2013, by and between the City of Prairie Village, Kansas (hereinafter "the City") and Giggles 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, 2013; 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 9:00 a.m. to 1:00 p.m. on July 4, 2013.
  
4. Access to Facilities:
  - a. Vendor shall have access to Vendor's location for set-up on July 4, 2013 from 6:30 a.m. to 8:30 a.m. and for breakdown after 1:00 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, and required set V 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 \$650.00 to be paid on or before July 4, 2013 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 21, 2013.**

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)

V.P. \_\_\_\_\_  
(typed title)

GIGGLES-N-JIGGLES \_\_\_\_\_  
(typed company name)

3301 NW. CASTLE DR. \_\_\_\_\_  
(typed address)

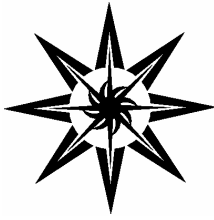
BLUE SPRINGS, MO 64015 \_\_\_\_\_  
(typed city, state, zip)

816-278-8179 \_\_\_\_\_  
(typed telephone number)

\_\_\_\_\_  
(date of execution)

APPROVED BY:

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



## PLANNING COMMISSION

Council Meeting Date: June 3, 2013  
Consent Agenda

### PC2013-115: Consider Final Plat for "Meadowbrook Executive Building Replat"

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#### RECOMMENDATION

Authorize the Mayor to execute the Final Plat for "Meadowbrook Executive Building" Replat for its acceptance of rights-of-way and easements subject to the conditions required by the Planning Commission.

#### BACKGROUND

The office building is currently platted as an office condominium with 28 individual units and 12 owners. The property is zoned CP-1 Planned Restricted Business District, but the plan designates all the parcels on the north side of 94<sup>th</sup> Terrace as offices. This lot is part of Meadowbrook Center which is a large development on the northeast corner of 95<sup>th</sup> Street and Nall Avenue. The building was built in 1982. GDG, LLC. will own the entire building and manage it as a single unit. The condominium association will be dissolved. The proposed final plat will eliminate the 28 condominium lots and be platted as one lot. The condominium association will be dissolved.

The plat was approved by the Planning Commission at its meeting on May 7, 2013 with the Commission recommending the Governing Body's acceptance of the rights-of-way and easements subject to the following conditions:

1. That the applicant submits proof of ownership.
2. That the applicant submits the final plat to the Johnson County Surveyor for a review.
3. That the applicant submits a certificate showing that all taxes and special assessments due and payable have been paid.
4. That the signature section for the Governing Body be changed by deleting the word "Approved" and replacing it with the words "Easements and Rights-of-Way Accepted."
5. That the applicant revises the final plat and submit three copies to the City for final review and approval.
6. That the applicant dissolves the condominium association prior to filing the final plat with the Register of Deeds.

#### ATTACHMENTS

PC2013-115 Staff Report & Application  
Excerpt of Planning Commission Minutes of May 7, 2013  
Proposed Plat

#### PREPARED BY

Joyce Hagen Mundy  
City Clerk

DATE: May 30, 2013

**EXCERPTS  
PLANNING COMMISSION MINUTES  
MAY 7, 2013**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, April 2, 2013, in the fellowship hall of The Village Presbyterian Church at 6641 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Randy Kronblad, Dirk Schafer, Nancy Wallerstein, Gregory Wolf and Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Dennis Enslinger, Assistant City Administrator; Jim Brown, Building Official, Keith Bredehoeft, Interim Public Works Director, Andrew Wang, Council Liaison and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

**PC2013-115      Approval of Final Plat  
5250 West 94<sup>th</sup> Terrace**

John Petersen with Polsinelli Shughart at 6201 College Blvd, representing GDG, LLC stated the applicant will own the entire building and manage it as a single unit. The condominium association will be dissolved. The proposed final plat will eliminate the 28 condominium lots and be platted as one lot. The staff comments have been reviewed and are accepted by the applicant.

Ron Williamson noted the office building is currently platted as an office condominium with 28 individual units and 12 owners. The property is zoned CP-1 Planned Restricted Business District, but the plan designates all the parcels on the north side of 94<sup>th</sup> Terrace as offices. This lot is part of Meadowbrook Center which is a large development on the northeast corner of 95<sup>th</sup> Street and Nall Avenue. The building was built in 1982.

The applicant will own the entire building and manage it as a single unit. The condominium association will be dissolved. The proposed final plat will eliminate the 28 condominium lots and be platted as one lot. Since the area is developed and a preliminary plat was submitted when the area was originally platted, a preliminary plat was not required.

A survey and title opinion showing the easements and other encumbrances on the property has been submitted. All parties having a final interest in the development need to sign the plat which includes mortgagors.

All taxes due and payable must be paid and a copy of the tax receipt submitted to the City. The signatures section for the Governing Body needs to delete the word "Approved" and be replaced with "Easements and Rights-of-Way Accepted."



Gregory Wolf moved the Planning Commission approve the final plat of Meadowbrook Executive Building Replat and forward it on to the Governing Body for its acceptance of rights-of-way and easements subject to the following conditions:

1. That the applicant submits proof of ownership.
2. That the applicant submits the final plat to the Johnson County Surveyor for a review.
3. That the applicant submits a certificate showing that all taxes and special assessments due and payable have been paid.
4. That the signature section for the Governing Body be changed by deleting the word "Approved" and replacing it with the words "Easements and Rights-of-Way Accepted."
5. That the applicant revises the final plat and submit three copies to the City for final review and approval.
6. That the applicant dissolves the condominium association prior to filing the final plat with the Register of Deeds.

The motion was seconded by Bob Lindeblad and passed unanimously.

## STAFF REPORT

**TO:** Prairie Village Planning Commission  
**FROM:** Ron Williamson, Lochner, Planning Consultant  
**DATE:** May 7, 2013, Planning Commission Meeting

Project # 000005977

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**Application:** PC 2013-115

**Request:** Approval of Final Plat

**Property Address:** 5250 W. 94<sup>th</sup> Terrace

**Applicant:** GCG, LLC

**Current Zoning and Land Use:** CP-1 Planned Restricted Business District - Office

**Surrounding Zoning and Land Use:** **North:** R1-A Single-family Residential – Golf Course  
**East:** CP-1 Planned Restricted Business - Office  
**South:** CP-1 Planned Restricted Business – Meadowbrook Village Center  
**West:** CP-1 Planned Restricted Business - Office

**Legal Description:** Meadowbrook Executive Building – Condominium Plat

**Property Area:** 1.22 Acres

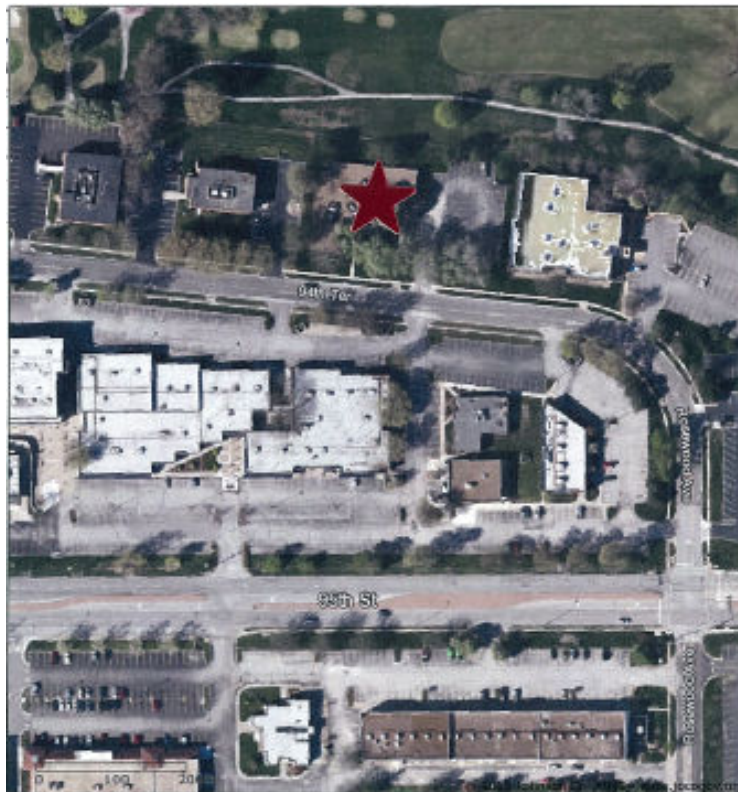
**Related Case Files:** 1976 Zoned CP-1

**Attachments:** Application, Final Plat, Photos

**General Location Map**



**Aerial Map**



**COMMENTS:**

The office building is currently platted as an office condominium with 28 individual units and 12 owners. The property is zoned CP-1 Planned Restricted Business District, but the plan designates all the parcels on the north side of 94<sup>th</sup> Terrace as offices. This lot is part of Meadowbrook Center which is a large development on the northeast corner of 95<sup>th</sup> Street and Nall Avenue. The building was built in 1982.

The applicant will own the entire building and manage it as a single unit. The condominium association will be dissolved. The proposed final plat will eliminate the 28 condominium lots and be platted as one lot. Since the area is developed and a preliminary plat was submitted when the area was originally platted, a preliminary plat was not required.

The applicant has submitted a survey and title opinion showing the easements and other encumbrances on the property. All parties having a final interest in the development need to sign the plat which includes mortgagors.

All taxes due and payable must be paid and a copy of the tax receipt submitted to the City. The signatures section for the Governing Body needs to delete the word "Approved" and be replaced with "Easements and Rights-of-Way Accepted."

**RECOMMENDATION:**

It is the recommendation of the Staff that the Planning Commission approve the final plat of Meadowbrook Executive Building Replat and forward it on to the Governing Body for its acceptance of rights-of-way and easements subject to the following conditions:

1. That the applicant submit proof of ownership.
  2. That the applicant submit the final plat to the Johnson County Surveyor for a review.
  3. That the applicant submit a certificate showing that all taxes and special assessments due and payable have been paid.
  4. That the signature section for the Governing Body be changed by deleting the word "Approved" and replacing it with the words "Easements and Rights-of-Way Accepted."
  5. That the applicant revise the final plat and submit three copies to the City for final review and approval.
  6. That the applicant dissolve the condominium association prior to filing the final plat with the Register of Deeds.
-





# FINAL PLAT OF MEADOWBROOK EXECUTIVE BUILDING REPLAT

## A REPLAT OF UNITS 101 THRU 128, ALL COMMON FACILITIES AND ALL COMMON AREAS MEADOWBROOK EXECUTIVE BUILDING, A CONDOMINIUM SUBDIVISION CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS

**DESCRIPTION**  
This is a resurvey and redivision of all Units 101 through 128, and all Common Facilities and Common Areas, MEADOWBROOK EXECUTIVE BUILDING, a condominium subdivision in the City of Prairie Village, Johnson County, Kansas, as recorded in Book 32, Page 22 in the Office of the Registrar of Deeds, Johnson County, Kansas.

**OWNERS CERTIFICATION AND DEDICATION**  
The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision and plat shall hereafter be known as "MEADOWBROOK EXECUTIVE BUILDING REPLAT".  
The undersigned proprietor of the property described on this plat does hereby dedicate for public use and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, alleys, roads, drives, lanes, avenues and alleys not heretofore dedicated. Where prior to the recording of this plat, the same have been dedicated to the public use of the City of Prairie Village, Johnson County, Kansas, the undersigned proprietor hereby declares and agrees to indemnify the City of Prairie Village, Kansas from any expense incident to the dedication of any such existing utility installations herein and prior thereto.

The undersigned proprietor of the above described land hereby consents and agrees that the governing body of any special assessment district shall have the right to assess the same for the purpose of the improvement of the land and to collect the amount of the special assessments on such land dedicated, and become and remain a lien on the remainder of this land fronting or abutting on such dedicated road or street.

**IN TESTIMONY WHEREOF**, the undersigned proprietor has hereunto subscribed his hand.

GONESH, GDS, LLC, a Missouri limited liability company

Gonesh Gutsis, Authorized Member

STATE OF }  
COUNTY OF } GDS

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2013 by Gonesh Gutsis, Authorized Member of GDS, LLC, a Missouri limited liability company.

Notary Public \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

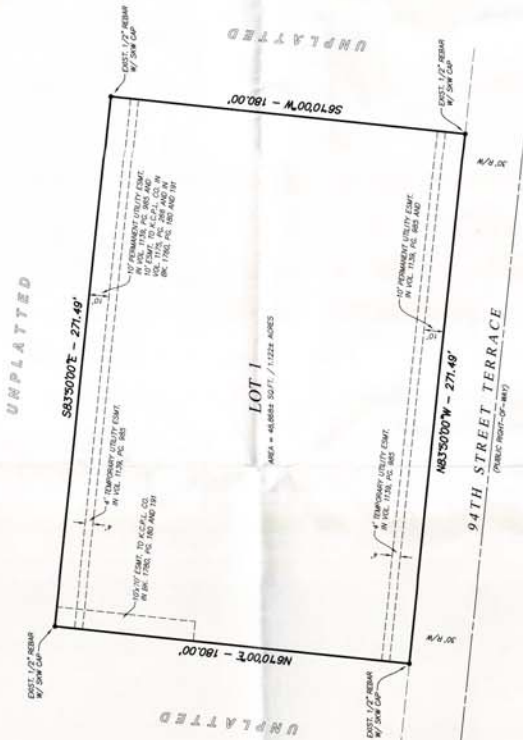
APPROVED by the Planning Commission of the City of Prairie Village, Johnson County, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2013.

Ken Vaughn, Chairman

APPROVED by the Governing Body of the City of Prairie Village, Johnson County, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2013.

Ronald L. Shaffer, Mayor

Attest: Joyce Hagen Mundy, City Clerk



Property corner monuments are as noted.  
Bearings shown hereon are in accordance with  
the International Geodetic Association  
Building.  
Error of closure exceeds 1 in 50,000

I hereby certify that the information shown herein is based on a field survey performed by me or under my direct supervision on February 6, 2013.

**SHAFER, KLINE & WARREN, INC.**  
**ENGINEERS ~ SURVEYORS**  
11550 CORPORATE AVENUE  
LENEXA, KANSAS 66219  
(913) 888-7800 www.aku-fnc.com



PROJECT NO. 130154-010 APRIL 2013 .asx

SCOTT D. COWERS, KS LS-1249

MONUMENT MAP  
SEC. 30-12-25

City Letterhead

[date]

Honorable Derek Schmidt  
Attorney General  
120 SW Tenth Avenue, 2nd Floor  
Topeka, KS 66612-1597

Wes Jordan, Chief of Police  
City of Prairie Village Police Department  
7710 Mission Road  
Prairie Village, KS 66208

Re: House Bill 2052 (Sen. Sub. for HB 2052)

Dear Attorney General Schmidt and Chief Jordan:

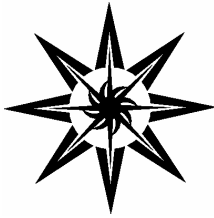
This will notify you that the Governing Body of the City of Prairie Village, Kansas has elected to exempt from the provisions of House Bill 2052 (Sen. Sub. for HB 2052) until January 1, 2014, the following municipal buildings:

Municipal Offices – 7700 Mission Road  
Police Department – 7710 Mission Road  
Community Center – 7720 Mission Road  
Public Works – 3535 Somerset Drive and associated outbuildings  
Municipal Pool – 7711 Delmar Street

Yours truly,

Ronald L. Shaffer  
Mayor





## PLANNING COMMISSION

Council Meeting Date: June 3, 2013

### PC2013-04: Consider Request for Special Use Permit for the operation of a Private School at 7501 Belinder

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#### RECOMMENDATION

Recommend the City Council adopt Ordinance 2273 granting a Special Use Permit to allow the operation of a private preschool at 7501 Belinder Avenue subject Findings of Fact as adopted by the Planning Commission and the conditions recommended by the Planning Commission.

#### BACKGROUND

Monarch Montessori Preschool has requested approval of a renewal REACH Church's facility at 7501 Belinder. The Montessori Preschool will offer education for children from age 2.5 to school age. The hours of operation will be from 8:30 a.m. to 5:30 p.m. Monday through Friday from late August until late May. A summer program will be offered in June and July three mornings per week from 9:00 a.m. to 12:00 p.m. They are requesting the maximum number of students be increased from 24 to 102

The existing preschool is located on the garden level of the facility and has access from the south and west. The applicant will continue to use this space and will expand the preschool to a portion of the main floor immediately above the existing space. The only outside physical change will be the removal of a shed on the east side of the building and the construction of a 12' x 24' deck that will have a stairway to the playground.

The applicant held a meeting on April 22, 2013 in accordance with the Planning Commission Citizen Participation Policy and no residents attended the meeting. A public hearing was held before the Planning Commission on May 7, 2013, with one resident expressing concern with drop-off traffic on 75<sup>th</sup> Terrace. The minutes of that meeting are attached.

The Planning Commission reviewed the criteria for approval of the Special Use Permit and the "Golden Factors" and found favorably on the criteria recommending approval of the renewal and expansion of a Special Use Permit for a Montessori Preschool at 7501 Belinder Drive subject to the following conditions:

1. That the Montessori Preschool be approved for a maximum of four rooms and 102 children between the ages of 2.5 and school-age.
2. That the Montessori Preschool be permitted to operate year round from 8 a.m. to 6:00 p.m. subject to the requirements of the State of Kansas.
3. That drop off and pickup of students occur in the west parking lot and not on 75<sup>th</sup> Terrace.
4. That the Preschool meet all requirements of the building and fire codes, and the State Fire Marshall.
5. That the site comply with ADA requirements.



6. If this use is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori Preschool for a period of five years from the of Governing Body approval and that if the applicant desires to continue the use, they shall file a new application for reconsideration by the Planning Commission and Governing Body.

The Governing Body (which includes the Mayor and City Council) shall make its findings of fact based on the following "Golden Factors" which are reflected in the May 7, 2013 minutes of the Planning Commission regarding this application:

1. **The character of the neighborhood;**
2. **The zoning and uses of property nearby;**
3. **The suitability of the property for the uses to which is has been restricted under its existing zoning;**
4. **The extent that a change will detrimentally affect neighboring property;**
5. **The length of time of any vacancy of the property;**
6. **The relative gain to public health, safety and welfare by destruction of value of the applicant's property as compared to the hardship on other individual landowners;**
7. **City staff recommendations;**
8. **Conformance with the Comprehensive Plan.**

In addition, the City Council should review the application based on the findings outlined in the May 7, 2013 minutes of the Planning Commission related to the Factors of Consideration under section 19.28.035 of Prairie Village Zoning Code.

Since no protest petitions were filed, the Governing Body has the following options:

- A. Adopt the recommendation of the Planning Commission and approve the Special Use Permit which requires a majority of those present, or
- B. Override the recommendation of the Planning Commission by a 2/3 vote of the Governing Body (9 votes), and deny the Special Use Permit, or
- C. Return the recommendation to the Planning Commission by a simple majority vote of the quorum present with a statement specifying the basis for the City Council's failure to approve or disapprove the recommendation.
- D. Continue the item to a designated meeting by a simple majority of the quorum present.

## **RELATED TO VILLAGE VISION**

*LRN1 Promote continued support of schools within the community.*

## **ATTACHMENTS**

Planning Commission minutes of May 7, 2013  
Staff Report & Application for PC2013-04  
Proposed Ordinance

## **PREPARED BY:**

Joyce Hagen Mundy, City Clerk  
Date: May 28, 2013

## ORDINANCE 2273

### AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR THE OPERATION OF A PRIVATE PRESCHOOL BY MONARCH MONTESSORI AT 7501 BELINDER AVENUE, PRAIRIE VILLAGE, KANSAS

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

**Section I. Planning Commission Recommendation.** At its regular meeting on May 7, 2013 the Prairie Village Planning Commission held a public hearing, found the findings of fact to be favorable and recommended that the Governing Body approve the renewal and expansion of a Special Use Permit for the operation of a private preschool by Monarch Montessori at 7501 Belinder Avenue subject to the following conditions:

1. That the Montessori Preschool be approved for a maximum of four rooms and 102 children between the ages of 2.5 and school-age.
2. That the Montessori Preschool be permitted to operate year round from 8:00 a.m. to 6:00 p.m. subject to the requirements of the State of Kansas.
3. That drop off and pickup of students occur in the west parking lot and not on 75<sup>th</sup> Terrace.
4. That the Preschool meet all requirements of the building and fire codes, and the State Fire Marshall.
5. That the site comply with ADA requirements
6. If this Use is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori Preschool for a period of five years from the date of City Council approval and that if the applicant desires to continue the use, they shall file a new application for reconsideration by the Planning Commission and City Council.

**Section II. Findings of the Governing Body.** At its meeting on June 3, 2013, the Governing Body adopted by specific reference the findings as contained in the minutes of the Planning Commission meeting of May 7, 2013, and the recommendations of the Planning Commission and approved the Special Use Permit as docketed PC2013-03.

**Section III. Granting of the Special Use Permit.** Be it therefore ordained that the City of Prairie Village grant a Special Use Permit for Monarch Montessori Preschool to operate a private preschool at 7501 Belinder Avenue, Prairie Village, Kansas subject to the seven specific conditions listed above.

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

**PASSED AND ADOPTED THIS 3rd DAY OF June, 2013.**

**CITY OF PRAIRIE VILLAGE, KANSAS**

By: /s/ Ronald L. Shaffer  
**Ronald L. Shaffer, Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

/s/ Joyce Hagen Mundy  
**Joyce Hagen Mundy, City Clerk**

/s/ Catherine P. Logan  
**Catherine P. Logan, City Attorney**

**Excerpts  
PLANNING COMMISSION MINUTES  
MAY 7, 2013**

**ROLL CALL**

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, April 2, 2013, in the fellowship hall of The Village Presbyterian Church at 6641 Mission Road. Chairman Ken Vaughn called the meeting to order at 7:00 p.m. with the following members present: Bob Lindeblad, Randy Kronblad, Dirk Schafer, Nancy Wallerstein, Gregory Wolf and Nancy Vennard.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Dennis Enslinger, Assistant City Administrator; Jim Brown, Building Official, Keith Bredehoeft, Interim Public Works Director, Andrew Wang, Council Liaison and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

**PUBLIC HEARINGS**

**PC2013-04 Special Use Permit Renewal & Expansion for  
Monarch Montessori School at 7501 Belinder Avenue**

Lindsay McAnany, Administrator for the Monarch Montessori Preschool stated the school is seeking approval to expand their preschool within its existing REACH Church's building facility at 7501 Belinder Avenue. They plan to increase from two classrooms to four classrooms accommodating approximately 100 students. There is a minor change to hours of operation and the only change to the exterior structure will be the removal of the shed located on the east side of the south wing. It will be replaced with a 12' x 24' deck that opens onto the Monarch playground. Parking will be in the Church's west parking lot off the corner of 75<sup>th</sup> Street & Belinder. A five-year permit is being requested.

Chairman Ken Vaughn opened the public hearing to comments:

Joel Mellgren, 2611 West 75<sup>th</sup> Terrace, expressed concern with the traffic from the dropping off of children. He also noted traffic often backs up Belinder creating difficulties for residents to get out of their driveways now and additional students will bring additional traffic.

Ron Williamson replied that one of the conditions of approval is that the drop off and pickup of students occurs in the west parking lot and not on 75<sup>th</sup> Terrace. Access to the new classrooms, which are on the main floor, is from the west so this should not further aggravate the problem.

With no one else wanting to address the Commission on this application, Chairman Vaughn closed the public hearing at 8:05 p.m.

Ron Williamson noted that Monarch Montessori Preschool received its initial Special Use Permit in December, 2009 subject to seven conditions for a period of three years.

The three year approved period has lapsed and renewal is being requested along with expansion of the use. The number of students has increased and the 24 student maximum is no longer adequate. The applicant is requesting to increase from two rooms to four rooms and the enrollment would increase from 24 to 102 students. Also the age is changed from 3 years to 2.5 to school aged and the hours of operation are to 5:30 instead of 5:00.

The existing Preschool is located on the garden level of the building and has access from the south and west. One of the concerns was ADA access and the applicant has resolved that concern with the City and the State Fire Marshall who must approval all plans for schools. The applicant will continue to use this space and will expand the Preschool to a portion of the main floor immediately above the existing space. The plans for the space will require approval of the Building Official and the State Fire Marshall.

The only outside physical change will be the removal of a shed on the east side of the building and the construction of a 12' x 24' deck. The deck will have a stairway to the playground.

A child care center was approved in 2012 for a maximum of 45 children. This is located in a different part of the building, is accessed from the north and uses the east parking lot.

The applicant held a meeting on April 22, 2013 in accordance with the Planning Commission Citizen Participation Policy and no residents attended the meeting.

Mr. Williamson noted a court decision that Special Use Permits are in reality a change in use and should be considered in the same manner as a zoning change is considered using the "Golden Factors." The Special Use Permit ordinance has factors for consideration similar but not identical to the "Golden Factors" and therefore, both sets of factors will need to be considered.

The Planning Commission made the following review of the factors for consideration for special use permits:

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

The proposed special use for the Montessori Preschool will be contained within an existing building and fenced playground which is in compliance with the zoning regulations.

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

The site and building are adequate in area to accommodate the proposed use without affecting other uses in the church. By requiring drop off and pickup in the west parking lot, there should be no inconvenience for the residents on the south side of 75<sup>th</sup> Terrace.

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

The proposed Montessori Preschool will be within the existing building and the modifications will be on the interior, except for the construction of a deck. The proposed use is not of a size or type that would cause substantial injury to the value of property in the neighborhood.

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

The proposed Montessori Preschool will accommodate approximately 102 children in a maximum of four classrooms and will use the classroom facility during normal working hours. This use will not have a dominating effect in the neighborhood because it will be located within an existing building. No expansion of the existing building is proposed.

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

The proposed Montessori Preschool will use the existing 43 space off-street parking lot on the west side that is provided by the church. The operation of the Montessori preschool will not be at the same time as other events at the church. The drop off period in the morning lasts from 8:00 am to 9:15 am. The pickup times also vary from 11:30 a.m. to 5:30 p.m. Therefore, the west parking lot should be adequate to accommodate the traffic.

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

Since this use will be occupying an existing facility, utility services are already provided.

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

Adequate entrance and exit drives currently exist at the facility on Belinder Avenue and this proposed special use will utilize the existing infrastructure that is already in place. The parking lot should be adequate to accommodate the staggered dropping off and picking up of children.

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

This particular use does not have any hazardous materials, processes, odors or intrusive noises that accompany it.

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

The proposed special use will not require any changes in the exterior architecture or style of the existing building. A deteriorating outbuilding will be removed and a 12' x 24' deck will be constructed which are minor changes.

The Planning Commission made the following review of the Golden Factors relative to this application:

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

The neighborhood is predominantly single-family dwellings to the north, south, east and west. The existing property is a church and another church is located on the northwest corner of Belinder Avenue and 75<sup>th</sup> Street. Northeast of the site is a large office building along with other office buildings on the north side of 75<sup>th</sup> Street to State Line Road. The character of the immediate neighborhood is primarily residential with single-family dwellings and churches.

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

North: R-1B Single Family Residential - Single Family Dwellings

East: R-1B Single Family Residential - Single Family Dwellings

South: R-1B Single Family Residential - Single Family Dwellings

West: R-1A & R-1B Single Family Residential - Single Family Dwellings

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

The property is zoned R-1B Single-Family Residential District which permits single-family dwellings, churches, schools, public building, parks, group homes and other uses that may be permitted either as a conditional use or special use. The property has a variety of uses available and it can accommodate uses that complement the primary use as a church. A day care center occupies another portion of the building.

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

The use has been existence for three years and has not created any detrimental neighborhood issues. The renewal request, however, will increase the school from two to four classrooms and 24 to 102 students which is a significant increase. Traffic is the main concern. The west lot which has 43 parking spaces will be the main drop off and pickup area and should be adequate to accommodate the traffic. Traffic needs to be minimized on 75<sup>th</sup> Terrace so that the houses on the south side of the street are not adversely impacted. The Preschool has monitored this by working with the parents.

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

The church was built in 1955 and has changed occupants and ownership several times, but to our knowledge has never been vacant.

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

The proposed project is within an existing building that will not have any exterior modifications except for a 12' x 24' deck. The applicant will be able to better utilize the property and no hardship will be created for adjacent property owners.

**7. City staff recommendations;**

The use has been in operation for three years with no complaints; the use will be within an existing building with minimal exterior changes; the use will have minimal impact on the neighborhood; and the use will provide a needed service for preschool children that is in demand in Prairie Village. Since this is an increase of more than four times the size of the existing school, it is recommended that it be approved for five years to be sure that it does not adversely affect the neighborhood.

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

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The proposed Montessori Preschool is an amenity that sets Prairie Village apart from other competing communities in the metropolitan area. This application for approval of the Montessori Preschool is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

Randy Kronblad moved the Planning Commission concur with the staff finding for both the Special Use Permit factors and the Golden Factors and recommend the approval of the Montessori Preschool Special Use Permit to the Governing Body subject to the following conditions:

1. That the Montessori Preschool be approved for a maximum of four rooms and 102 children between the ages of 2.5 and school-age.
2. That the Montessori Preschool be permitted to operate year round from 8:00 a.m. to 5:30 p.m. subject to the requirements of the State of Kansas
3. That drop off and pickup of students occur in the west parking lot and not on 75<sup>th</sup> Terrace.
4. That the Preschool meet all requirements of the building and fire codes, and the State Fire Marshall.
5. That the site comply with ADA requirements.
6. If this use is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori Preschool for a period of five years from the date of Governing Body approval and that if the applicant



desires to continue the use, they shall file a new application for reconsideration by the Planning Commission and Governing Body.

The motion was seconded by Nancy Wallerstein and passed unanimously.

Chairman Ken Vaughn led the Commission in the following review of the site plan criteria:

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

The proposed Montessori Preschool will be within an existing structure and parking and access will be accommodated within the existing west parking lot.

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

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

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

No changes in the existing site are proposed and therefore stormwater runoff will not be affected.

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

The existing parking area on the west side will provide adequate ingress/egress for the proposed use.

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

The site is consistent with good land planning and design. An unattractive shed will be removed and a deck will be constructed which are the only changes that will occur to the site.

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

It is not proposed to change the external appearance of the building with the exception of removing a shed and adding an 12' x 24' deck.

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

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The proposed Montessori Preschool is an amenity that sets Prairie Village apart from other competing communities in the metropolitan area. This application for approval of the Montessori Preschool is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

Randy Kronblad moved the Planning Commission approve the proposed site plan include the 12' x 24' deck on the east side of the building, subject to the following conditions:

1. That the applicant work with Staff to address ADA requirements regarding access to the Preschool.
  2. That any outdoor lighting installed shall be in accordance with the lighting ordinance.
  3. That the applicant meet all requirements of the building and fire codes.
- The motion was seconded by Bob Lindeblad and passed unanimously.

DRAFT

## STAFF REPORT

**TO:** Prairie Village Planning Commission  
**FROM:** Ron Williamson, Lochner, Planning Consultant  
**DATE:** May 7, 2013, Planning Commission Meeting

Project # 000005977

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**Application:** PC 2013-04

**Request:** Special Use Permit Renewal and Expansion for Montessori School and Site Plan Approval

**Property Address:** 7501 Belinder Avenue

**Applicant:** Monarch Montessori School, LLC

**Current Zoning and Land Use:** R-1B – Church, Daycare and Montessori School

**Surrounding Zoning and Land Use:** **North:** R-1B Single Family Residential – Single Family Dwellings  
**East:** R-1B Single Family Residential – Single Family Dwellings  
**South:** R-1B Single Family Residential – Single Family Dwellings  
**West:** R-1A & R-1B Single Family Residential – Single Family Dwellings

**Legal Description:** Meadow Lake Block 22

**Property Area:** 3.49 acres

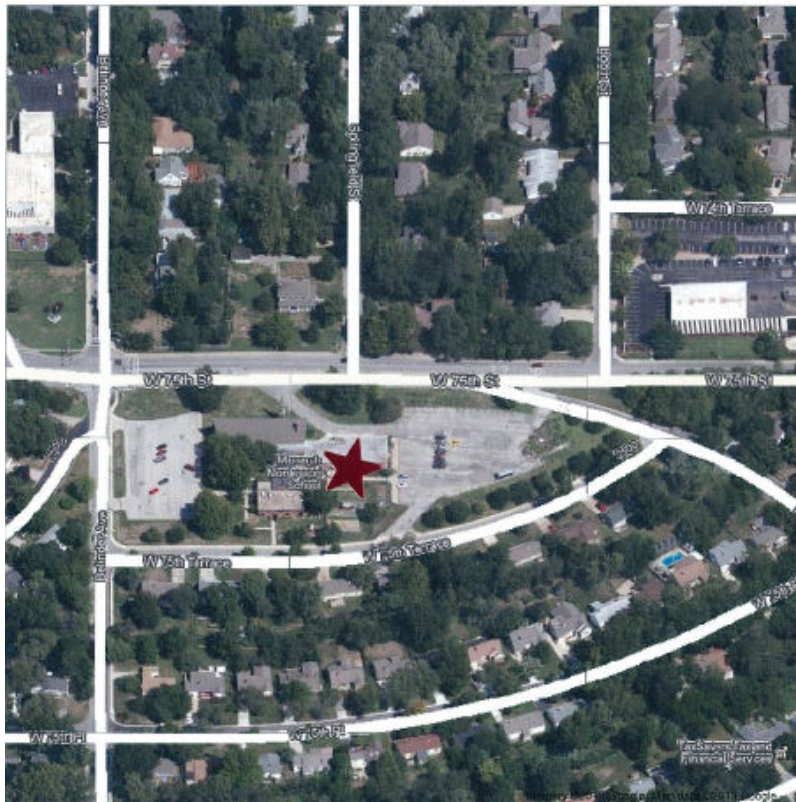
**Related Case Files:** PC 2012-06 SUP Day Care  
PC 2009-19 SUP Monarch Montessori School  
PC 2008-14 SUP Renewal for KCATC Childcare  
PC 2008-04 SUP for KCATC Childcare

**Attachments:** Application, Photos

**General Location Map**



**Aerial Map**



**COMMENTS:**

Monarch Montessori Preschool Special Use Permit was recommended for approval by the Planning Commission on December 9, 2009 and approved by the Governing Body on December 21, 2009. The application was approved with seven conditions as follows:

1. That the Montessori Preschool be approved for a maximum of 24 children between the ages of 3 and 6.
2. That the Montessori Preschool be permitted to operate year round from 8:00 a.m. to 5:00 p.m. subject to the requirements of the State of Kansas.
3. That drop off and pickup of students occur in the west parking lot and not on 75<sup>th</sup> Terrace, except if needed on holy days.
4. That the Preschool meet all requirements of the building and fire codes.
5. That the site comply with ADA requirements.
6. If this Use is found not to be in compliance with the terms of the approval of the Special Use Permit it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori Preschool for a period of three years from the date of City Council approval and that if the applicant desires to continue the use, they shall file a new application for reconsideration by the Planning Commission and City Council.

The three year approved period has lapsed and renewal is being requested along with expansion of the use. The number of students has increased and the 24 student maximum is no longer adequate. The applicant is requesting to increase from two rooms to four rooms and the enrollment would increase from 24 to 102 students. Also the age is changed from 3 years to 2.5 to school aged and the hours of operation are to 5:30 instead of 5:00.

The existing Preschool is located on the garden level of the building and has access from the south and west. One of the concerns was ADA access and the applicant has resolved that concern with the City and the State Fire Marshall who must approval all plans for schools. The applicant will continue to use this space and will expand the Preschool to a portion of the main floor immediately above the existing space. The plans for the space will require approval of the Building Official and the State Fire Marshall.

The only outside physical change will be the removal of a shed on the east side of the building and the construction of a 12' x 24' deck. The deck will have a stairway to the playground.

A child care center was approved in 2012 for a maximum of 45 children. This is located in a different part of the building, is accessed from the north and uses the east parking lot.

The applicant held a meeting on April 22, 2013 in accordance with the Planning Commission Citizen Participation Policy and no residents attended the meeting.

There has been a court decision that Special Use Permits are in reality a change in use and should be considered in the same manner as a zoning change is considered using

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the “Golden Factors.” The Special Use Permit ordinance has factors for consideration similar but not identical to the “Golden Factors” and therefore, both sets of factors will be presented.

The Planning Commission shall make finding of fact to support its recommendation to approve, conditionally approve, or disapprove this Special Use Permit. In making its decision, consideration should be given to any of the following factors that are relevant to the request:

#### **FACTORS FOR CONSIDERATION SPECIFIC TO SPECIAL USE PERMITS:**

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

The proposed special use for the Montessori Preschool will be contained within an existing building and fenced playground which is in compliance with the zoning regulations.

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

The site and building are adequate in area to accommodate the proposed use without affecting other uses in the church. By requiring drop off and pickup in the west parking lot, there should be no inconvenience for the residents on the south side of 75<sup>th</sup> Terrace.

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

The proposed Montessori Preschool will be within the existing building and the modifications will be on the interior, except for the construction of a deck. The proposed use is not of a size or type that would cause substantial injury to the value of property in the neighborhood.

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

The proposed Montessori Preschool will accommodate approximately 102 children in a maximum of four classrooms and will use the classroom facility during normal working hours. This use will not have a dominating effect in the neighborhood because it will be located within an existing building. No expansion of the existing building is proposed.

- 5. Off-street parking and loading areas will be provided in accordance with standards set forth in these regulations and said areas shall be screened from**

**adjoining residential uses and located so as to protect such residential uses from any injurious affect.**

The proposed Montessori Preschool will use the existing 43 space off-street parking lot on the west side that is provided by the church. The operation of the Montessori preschool will not be at the same time as other events at the church. The drop off period in the morning lasts from 8:00 am to 9:15 am. The pickup times also vary from 11:30 a.m. to 5:30 p.m. Therefore, the west parking lot should be adequate to accommodate the traffic.

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

Since this use will be occupying an existing facility, utility services are already provided.

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

Adequate entrance and exit drives currently exist at the facility on Belinder Avenue and this proposed special use will utilize the existing infrastructure that is already in place. The parking lot should be adequate to accommodate the staggered dropping off and picking up of children.

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

This particular use does not have any hazardous materials, processes, odors or intrusive noises that accompany it.

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

The proposed special use will not require any changes in the exterior architecture or style of the existing building. A deteriorating outbuilding will be removed and a 12' x 24' deck will be constructed which are minor changes.

**GOLDEN FACTORS FOR CONSIDERATION:**

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

The neighborhood is predominantly single-family dwellings to the north, south, east and west. The existing property is a church and another church is located on the northwest corner of Belinder Avenue and 75<sup>th</sup> Street. Northeast of the site is a large office building along with other office buildings on the north side of 75<sup>th</sup> Street to State Line Road. The character of the immediate neighborhood is primarily residential with single-family dwellings and churches.

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

**North:** R-1B Single Family Residential - Single Family Dwellings

**East:** R-1B Single Family Residential - Single Family Dwellings

**South:** R-1B Single Family Residential - Single Family Dwellings

**West:** R-1A & R-1B Single Family Residential - Single Family Dwellings

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

The property is zoned R-1B Single-Family Residential District which permits single-family dwellings, churches, schools, public building, parks, group homes and other uses that may be permitted either as a conditional use or special use. The property has a variety of uses available and it can accommodate uses that complement the primary use as a church. A day care center occupies another portion of the building.

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

The use has been in existence for three years and has not created any detrimental neighborhood issues. The renewal request, however, will increase the school from two to four classrooms and 24 to 102 students which is a significant increase. Traffic is the main concern. The west lot which has 43 parking spaces will be the main drop off and pickup area and should be adequate to accommodate the traffic. Traffic needs to be minimized on 75<sup>th</sup> Terrace so that the houses on the south side of the street are not adversely impacted. The Preschool has monitored this by working with the parents.

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

The church was built in 1955 and has changed occupants and ownership several times, but to our knowledge has never been vacant.

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

The proposed project is within an existing building that will not have any exterior modifications except for a 12' x 24' deck. The applicant will be able to better utilize the property and no hardship will be created for adjacent property owners.

**7. City staff recommendations;**

The use has been in operation for three years with no complaints; the use will be within an existing building with minimal exterior changes; the use will have minimal impact on the neighborhood; and the use will provide a needed service for preschool children that is in demand in Prairie Village. Since this is an increase of more than four times the size of the existing school, it is recommended that it be approved for five years to be sure that it does not adversely affect the neighborhood.

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

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The proposed Montessori Preschool is an amenity that sets Prairie Village apart from other competing communities in the metropolitan area. This application for approval of the Montessori Preschool is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

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**RECOMMENDATION:**

It is the recommendation of Staff that the Planning Commission find favorably on both sets of factors and recommend approval of the Montessori Preschool Special Use Permit to the Governing Body subject to the following conditions:

1. That the Montessori Preschool be approved for a maximum of four rooms and 102 children between the ages of 2.5 and school-age.
2. That the Montessori Preschool be permitted to operate year round from 8:00 a.m. to 6:00 p.m. subject to the requirements of the State of Kansas
3. That drop off and pickup of students occur in the west parking lot and not on 75<sup>th</sup> Terrace.
4. That the Preschool meet all requirements of the building and fire codes, and the State Fire Marshall.
5. That the site comply with ADA requirements.
6. If this use is found not to be in compliance with the terms of the approval of the Special Use Permit, it will become null and void within 90 days of notification of noncompliance unless noncompliance is corrected.
7. That the Special Use Permit be issued for the Montessori Preschool for a period of five years from the date of Governing Body approval and that if the applicant desires to continue the use, they shall file a new application for reconsideration by the Planning Commission and Governing Body.

**Site Plan Approval**

The applicant has also submitted a Site Plan for approval by the Planning Commission. Since the proposed use is within an existing building a detailed Site Plan was not required. In its consideration of the Site Plan, the Planning Commission shall address the following criteria:

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

The proposed Montessori Preschool will be within an existing structure and parking and access will be accommodated within the existing west parking lot.

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

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

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

No changes in the existing site are proposed and therefore stormwater runoff will not be affected.

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

The existing parking area on the west side will provide adequate ingress/egress for the proposed use.

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

The site is consistent with good land planning and design. An unattractive shed will be removed and a deck will be constructed which are the only changes that will occur to the site.

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

It is not proposed to change the external appearance of the building with the exception of removing a shed and adding an 12' x 24' deck.

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

One of the primary objectives of Village Vision is to encourage reinvestment in the community to maintain the quality of life in Prairie Village. The proposed Montessori Preschool is an amenity that sets Prairie Village apart from other competing communities in the metropolitan area. This application for approval of the Montessori Preschool is consistent with Village Vision in encouraging reinvestment; providing multiple uses in existing buildings and making better use of underutilized facilities.

**RECOMMENDATION:**

It is the recommendation of Staff that the Planning Commission approve the Site Plan including the 12' x 24' deck on the east side, subject to the following conditions.

1. That the applicant work with Staff to address ADA requirements regarding access to the Preschool.
  2. That any outdoor lighting installed shall be in accordance with the lighting ordinance.
  3. That the applicant meet all requirements of the building and fire codes.
-



**MAYOR'S ANNOUNCEMENTS**  
**June 3, 2013**

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

Planning Commission	06/04/2013	7:00 p.m.
Tree Board	06/05/2013	6:00 p.m.
JazzFest Committee	06/06/2013	7:00 p.m.
Sister City Committee	06/10/2013	7:00 p.m.
Parks & Recreation Committee	06/12/2013	7:00 p.m.
Council Committee of the Whole	06/17/2013	6:00 p.m.
City Council	06/17/2013	7:30 p.m.

=====

Recreation memberships are for sale in the City Clerk's Office. The pool opened on Saturday, May 25.

VillageFest is Thursday, July 4.

The City offices will be closed on Thursday, July 4, in observation of the Independence Day holiday. Deffenbaugh also observes this holiday so pick-up will be delayed.

**INFORMATIONAL ITEMS**  
**June 3, 2013**

1. Planning Commission Agenda - June 4, 2013
2. Environment/Recycle Committee Minutes - April 24, 2013
3. VillageFest Committee Minutes - April 25, 2013
4. Council Committee of the Whole Minutes - May 20, 2013
5. Mark Your Calendars

**PLANNING COMMISSION AGENDA  
CITY OF PRAIRIE VILLAGE  
TUESDAY, JUNE 4, 2013  
\*\*VILLAGE PRESBYTERIAN CHURCH\*\*  
6641 MISSION ROAD  
7:00 P. M.**

I. ROLL CALL

II. APPROVAL OF PC MINUTES - MAY 7, 2013

III. PUBLIC HEARINGS

PC2013-05 Request for Special Use Permit for Adult Senior Dwellings  
8500 Mission Road  
Zoning: R-1a  
Applicant: John Petersen, Polsinelli Shughart representing Tutera Family Communities

PC2013-06 Amendment to Special Use Permit for DayCare Program  
Little Owl's Nest for Knowledge  
7501 Belinder Avenue  
Zoning: R-1a  
Applicant: Alison Ernzen, Owner/Director

IV. NON-PUBLIC HEARINGS

PC2013-114 Site Plan Approval - Mission Chateau  
8500 Mission Road  
Zoning: R-1a  
Applicant: John Petersen, Polsinelli Shughart representing Tutera Family Communities

V. OTHER BUSINESS

PC2012-108 - Site Plan - Hen House Corinth Square

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](mailto: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.**

## PRAIRIE VILLAGE ENVIRONMENT AND RECYCLE COMMITTEE

Minutes, April 24, 2013

Pete Jarchow, for the steering committee, called the meeting to order at 7:05 p.m. Attending were Pete, Karin McAdams, Dennis Enslinger, Margaret Goldstein, Deborah English, Polly Swafford, Bob Pierson, Barbara Brown, Ashley Weaver, Tom Heintz, Anne-Marie Hedge, Penny Mahon, Al Pugsley, Shannon Tuttle, Clara Ma and Ivan Novikov (from Shawnee Mission East).

The minutes from March were approved as read.

### **Reports and business**

**Village Fest:** Deb - plans are to demonstrate a stationary bike that lights up a light bulb. Tom (former SME science teacher) said that Mr. Lockard at SME might have a stationary, hand-crank bike that we can use. A cheap bike stand might be needed. He will talk to Miles Martin, the physics teacher, for further assistance. Also we might have one or 2 electric cars.

**Community Forum** – looks like *What's the Matter with Kansas* is the most popular choice of topics from the survey done by members online.

### **Community Gardens –**

- Margaret had a quick conversation with Keith, the new Public Works manager about using something from the Bradford Company that is a lot like WOW. It is compared to Snapshot, which is what is being used now.
- Shannon Tuttle reported that SME has received a grant to expand the composting program. This will enable them to obtain new containers that will be better marked. They are also trying to grow a prairie at the back of East, but it will take 5 years to mature.

### **Solid Waste – Dennis reporting**

- Saturday, April 1<sup>st</sup> residents could pick up compost at Santa Fe Park. The city had a 35-yard trash container full of compost brought by Deffenbaugh and it was well received. The compost was from the yard waste of residents and school compost. One truck left at 2 pm.
- Large item pickup was held two Saturdays in April – one for north of 75<sup>th</sup> Street and one for south of it. Total amount of poundage is not yet available according to Dennis, but the amount was lighter than usual.

### **Earth Fair: a wrap-up on the 2013 fair –**

#### **What went well:**

Good attendance; clicked over 1000, and the fair and parking lot felt full. More people came late in the day than usual.

The library book sale took in more than \$2000, and the library club was pleased.

The food trucks sold good food and did good business.

The tables were well laid out, and there were lots of vendors.

The band was good, and the lobby location was inviting.

The car exhibit was popular, as usual.

The Environmental Club table and the extra credit activity were well attended.

People who worked on the fair were pleased with Jared Cole's management.

**Ideas for improving next year's fair:**

Two things to clarify: 1) to bring cash for buying plants, food and crafts, and 2) what kind of food donation is needed, possibly including a small reward for contributing.

Try to make a little place on the stage for Green Elvis.

Ask (earlier) the high school group to put on a fashion show. An art teacher, Adam Finkelstein, might be interested in helping.

Get more janitorial and young person help for a variety of jobs, including moving bleachers.

At the last minute someone asked for a table; it would be helpful to be able to cite a specific deadline for vendor signup.

Start sooner soliciting posters; perhaps we could send a request to environmental teachers at all the schools.

Joan Leavens (former PVERC person) is connected with water testing and the forthcoming Research Triangle in Olathe; she and they might be interested in presenting an exhibit next year.

Perhaps the extension office (Johnson County/K State Extension) could help with publicity next year.

We could encourage more exhibitors to have interactive displays.

Keep trying to incorporate more solid environmental education in the fair.

Next year's preferred date: April 12, 2014. Margaret Goldstein will contact the school to make arrangements.

**Education:**

The committee wants to work with elementary schools to start some kind of kids' clubs that will ultimately involve whole families. To that end, they are trying to find contacts in nearby school who will be really excited about working on such a project.

In an effort to schedule a series of speaker/workshop occasions, all members are asked to be thinking about and if possible contacting possible resource people.

**Other business:**

The committee approved the 2013 budget as written. The 2014 budget (presented to the committee and attached to this report) is still tentative. If more recycling bins are placed in parks, that item will come from the discretionary budget.

The steering committee would like to add one or two new members.

Penny Mahon reported that Margaret Thomas's 8-week course on sustainability was excellent.

The meeting adjourned at 8:25

The next meeting will be held on May 22 at 7:00 p.m.

Respectfully submitted,

Penny Mahon and Karin McAdams



**PVERC Budgets**

Sheet1

	2013	2014	
<b>Committee Budgets</b>			
Education	750	1000	flyer, decal, publicity, speaker honoraria
Earth Fair	3500	3500	Rolled-up E.F. Expenses
VillageFest	500	500	Bike activity
Community Forum	800	1000	
Community Garden	0	2000	PV provides water
Gliding in the Parks	0	0	
Recycling in the Parks	0	0	
E-Recycling events	1000	1000	Encourage Keith to pursue
JazzFest	200	200	
	1250	800	
Other discretionary activities	8000	10000	

## VILLAGEFEST COMMITTEE

April 25, 2013

The VillageFest Committee met April 25, 2013 at 7:00 pm. Present and presiding, Marianne Noll. Members present: Cindy Clark, Patty Jordan, Danielle Dulin, Ed Roberts, Deke Rohrbach, Susan Forrest, Dale Warman, Wes Jordan, Byron Roberson and Jeanne Koontz.

### Minutes

Ed Roberts moved approval of the minutes of the March 28, 2013 meeting. The motion passed unanimously.

### Staff Reports

#### A. Administration

Jeanne reported that a decision needed to be made regarding the Human Hamster Balls. Patty asked whether there is enough money. Marianne confirmed that there is enough money in the Municipal Foundation. The committee decided to have them again.

Jeanne reported that some of the companies require a deposit, usually 50%, to hold the items being rented such as inflatables and the mobile zip line. She asked if the committee is comfortable paying a deposit. The committee agreed that a deposit is acceptable.

#### B. Public Works

Marianne noted Public Works will place flags along Mission Rd, the sidewalk going to the pavilion and the sidewalk in front of City Hall.

### Planning Group Reports

#### A. Zip Line

The mobile zip line has been reserved and will go in the back of the parking lot by the skate park. The crafters will be moved to the section just east of the zip line. The Police Department display may need to go in the front row. Public Works will figure out a way to fence off the zip line area so people are not walking under it.

Marianne noted the committee had previously discussed adding items such as the water balloon toss and the velcro wall. The committee decided not to add those items or bring back the Video Game Van due to lack of space.

#### B. Sponsorship - Marianne and Jeanne

Marianne reported that there has been some problems getting returning sponsors. The Taylor Made Team may not return because they feel JazzFest benefits their business more. Commerce Bank was contacted by the JazzFest fundraiser and may not return. Renewal by Andersen, Mission Road Animal Clinic, LegaC Properties and Capital Federal are returning. We're waiting to hear about O'Neill's and the Old Mission Masonic Lodge. Marianne stated she may approach UMB Bank if Commerce is not returning. There is money in the Municipal Foundation to cover lost sponsorships this year but we will need to get sponsors for next year.

#### C. National Guard - Dale Warman

Dale said he had received a commitment from the National Guard but now he cannot get in touch of anyone. He volunteered to talk to Chris Woody Insurance Agency. The owner owns an old army truck that they may be willing to bring. He will also ask them about being a sponsor.

#### D. Entertainment - Deke Rohrbach

The committee listened to four different bands: Valentine and the Knights, The Brew, Pastense, and The Scott Peery Band. The committee agreed they would like to proceed with The Brew. The second choice is Valentine and the Knights. Deke will follow-up with the bands.

E. Coffee - Deke Rohrbach

Deke said she did not hear anything back from Parisi. The Roasterie has received the request and will respond in a couple of weeks. Marianne noted the committee can always buy the coffee if we do not receive any donations.

F. Child Craft Center - Patty Jordan

Patty reported the crafts this year will be a patriotic bug magnet and a patriotic hat. Home Depot will also be returning with their tool boxes.

G. Crafts - Cindy Clark

Cindy reported six applications have been submitted. She will begin reaching out to people from last year.

H. Patriotic Service

Marianne said she was unable to get in touch with the bagpiper she knows. The committee decided to have a DJ again from 7:30 - 11:00 a.m. Marianne will ask the boy scouts to post the colors again. The committee decided to ask Susan Lee back to sing.

I. Food - Susan Forrest

Marianne noted she has been unable to get in touch in the boy scouts but she will keep trying.

J. Information Booth - Beth Cavanaugh

No report.

K. Volunteers - Beth Cavanaugh

Marianne reported that Beth will begin recruiting volunteers and is also working on securing food for the volunteers.

L. Decorations

Marianne stated she does not think we need balloons since there is a helium shortage and we will be using flags. Patty said that she likes the balloons. Susan said she would like to have the balloon arch as least. Patty volunteered to research the balloons.

M. Pie Baking Contest - Danielle Dulin

Danielle reported there have been two submissions so far. Patty suggested a judge who has won a Food Network contest. She will contact him. Danielle will be working on getting judges and will ask Dolce for a sponsorship.

N. Bike Rodeo

No report.

O. Fingerprinting - Masonic Lodge

No report.

P. Community Spirit Award - Toby Fritz

No report.

Q. History Display - Ted Fritz

Marianne reported that she has three ideas regarding a children's craft to go along with the history display: coloring sheets, teepee pattern or a headdress. The committee decided the coloring sheets would be acceptable.

**Other Business**

Ed reported that he can get a calliope from the Shriners. It plays strictly 4<sup>th</sup> of July music and would be located in the parking lot. The committee agreed to have the calliope.

Susan suggested moving the stage to the old location. Jeanne explained that the stage was moved so the audience was not sitting directly in the sun during the performances.

The next meeting is May 23, 2013 at 7:00 pm. The meeting adjourned at 8:15 pm.

Marianne Noll  
Chair

**COUNCIL COMMITTEE OF THE WHOLE**  
**May 20, 2013**

The Council Committee of the Whole met on Monday, May 20, 2013 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Dale Warman with the following members present: Mayor Ron Shaffer, Ashley Weaver, Dale Warman, Steve Noll, Michael Kelly, Andrew Wang, Laura Wassmer, Brooke Morehead, David Morrison, Charles Clark, Ted Odell and David Belz. Staff Members present: Captain Wes Lovett; Keith Bredehoeft, Interim Public Works Director; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Dennis Enslinger, Assistant City Administrator; Lisa Santa Maria, Finance Director; Nic Sanders, Human Resources Specialist; Danielle Dunn, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

Dale Warman asked committee members to keep the victims and first responders of the Oklahoma City tornado in their prayers.

**Presentation of City's 2012 Audit**

Lisa Santa Maria introduced Karen Linn with Berberich Trahan & Company, PA, to present the results of the 2012 Financial Audit for the City. Ms. Linn reviewed their responsibilities as auditors, the process followed and the findings of the audit as presented in their draft audit report which was distributed. She was pleased to report the city was given an unqualified opinion which is the highest available designation for the 2012 audit. The management letter reflected issues. There were no unusual transactions, recommendations for changes in processes or procedures and they found the accounting estimates and transaction adjustments to be appropriate and in line with standard accounting practices. Ms Linn commended the staff for their preparation and cooperation during the audit process.

**COU2013-20 Consider contract with Serenity Landscape Design, LLC for Weed Abatement Services**

Dennis Enslinger stated in 2009 the City began contracting out mowing of properties which have been found to be in violation of the City Weeds and Grass ordinance. The previous contract decided not to continue providing this service and the city solicited bids. Bids were received from Denis Lawn Care and Serenity Landscape Design, LLC with Serenity submitting the lowest aggregate cost bid. Mr. Enslinger noted the 2013 Codes budget contains funds for contract mowing services.

Brooke Morehead asked how the solicitation of bids was distributed, noting the receipt of only two bids. Mr. Enslinger responded the bid notice was on the city's website, sent directly to identified service providers and published in the Legal Record. He noted the past contractor is no longer providing this service.

Steve Noll made the following motion, which was seconded by Laura Wassmer and passed unanimously:

**RECOMMEND THE CITY COUNCIL ACCEPT THE LOW BID  
FROM SERENITY LANDSCAPE DESIGN, LLC AND AUTHORIZE**

**THE MAYOR TO EXECUTE AN AGREEMENT FOR WEED  
ABATEMENT SERVICES WITH SERENTIY LANDSCAPE  
DESIGN, LLC.**

**COUNCIL ACTION TAKEN  
05/20/2013**

**COU2013-19 Consider Construction Contract for Project 2013 Paving, 2013 CARS  
and 2012/2013 Drainage Projects**

Keith Bredehoeft stated this project includes work on many streets throughout the City. It is funded by the 2013 Paving Program, the 2013 CARS Program, and the 2012/2013 Drainage Programs. These streets will be rehabilitated and will include repair or replacement of the concrete and asphalt pavement. Drainage repairs are made on some streets as well with significant drainage work on 63<sup>rd</sup> Street from Delmar to Roe Avenue. Drainage Channel improvement will also be made under the bridge at 71<sup>st</sup> and Tomahawk.

The streets involved in the street projects include the following:

- 63<sup>rd</sup> Street- Delmar Street to Mission Road
- 64<sup>th</sup> Street- 64<sup>th</sup> Terrace to Hodges Drive
- 70<sup>th</sup> Street- Roe Avenue to Tomahawk Drive
- Linden Lane- 71<sup>st</sup> Terrace to 71<sup>st</sup> Street
- 72<sup>nd</sup> Terrace- Village Drive to Mission Road
- 76<sup>th</sup> Street- Briar Street to Roe Avenue
- Delmar Street- 75<sup>th</sup> Street to 79th Street
- 78<sup>th</sup> Street- Tomahawk Road to Nall Avenue
- Linden Lane- 85<sup>th</sup> Street to 83<sup>rd</sup> Terrace
- 84<sup>th</sup> Street- Roe Avenue to Fontana Road
- Somerset Drive- (Reinhardt Lane to Belinder Avenue) CARS

Those streets involved in drainage repairs include the following:

- 63<sup>rd</sup> Street- Roe Avenue to Delmar Street- Replace CMP drainage system.
- Brush Creek(71<sup>st</sup> Street and Tomahawk Drive) Replace Concrete Channel.

On May10, 2013, the City Clerk opened bids for the project. Three acceptable bids were received:

O'Donnell & Sons Construction	\$2,918,820.75
J.M. Fahey Construction	\$3,050,109.44
McAnany Construction	\$3,255,659.95
Engineer's Estimate	\$3,119,683.00

The Engineer has reviewed all bids and has recommended award of the low bid. Mr. Bredehoeft noted that O'Donnell & Sons has done several projects for the City over the past five years, including the 2009 bond projects. He added that on large projects the City will require KDOT certification in the work to be performed. One additional bid was received but it failed to meet these requirements.

Mr. Bredehoeft noted there was \$3,100,000 budgeted for this project and the contract

will be awarded for \$3,100,000. Given the bids additional streets should be able to be added to those listed above. He added the scope of work could change on an individual street such as a complete reconstruction versus a mill and overlay causing fewer funds to be available for additional streets.

Funding is available under the 2013 Paving Project (PAVP2013), the 2012 and 2013 Drainage Programs (DRAIN12x and DRAIN13x), and the 2013 CARS Project (SODR0003).

Charles Clark stated this contract is for about the amount of funds that the City should be spending on its infrastructure and will not keep the city's streets at their desired level. The city will once again begin falling further behind in maintaining its infrastructure.

Charles Clark made the following motion which was seconded by Steve Noll and passed unanimously:

**RECOMMEND THE CITY COUNCIL AUTHORIZE THE  
MAYOR TO SIGN THE CONSTRUCTION CONTRACT WITH  
O'DONNELL AND SON'S CONSTRUCTION FOR PROJECT  
2013 PAVING, 2013 CARS AND 2012/2013 DRAINAGE REPAIR  
IN THE AMOUNT OF \$3,100,000.**

**COUNCIL ACTION TAKEN  
5/20/2013**

**COU2013-18 Consider Construction Administration Agreement with TranSystems for the 2013 Construction Projects**

Keith Bredehoeft noted in 2012 TranSystems was selected to be the City's construction administration consultant for 2012, 2013 and 2014. The previously approved contract has a total construction cost of \$3,100,000. The construction administration fee negotiated with TranSystems is \$299,299.00 or 9.6% of construction costs. This percentage is similar to the percentage for recent construction administration contracts.

Funding is available under the 2013 Paving Project (PAVP2013), the 2012 and 2013 Drainage Programs (DRAIN12x and DRAIN13x), and the 2013 CARS Project (SODR0003).

Mr. Bredehoeft noted that construction administration is an area that staff will be reviewing in the future to determine if it would be more economical to provide this in-house rather than contracting it out.

Charles Clark made the following motion, which was seconded by Ted O'Dell and passed unanimously:

**RECOMMEND THE CITY COUNCIL APPROVE THE  
CONSTRUCTION ADMINISTRATION AGREEMENT  
WITH TRANSYSTEMS FOR THE 2013 CONSTRUCTION  
PROJECTS AT A COST NOT TO EXCEED \$299,299.00  
COUNCIL ACTION TAKEN  
05/20/2013**

## **COU2013-12 Consider Significant Budget Items/Priorities**

### **Presentation of Park Improvement Priorities**

Laura Wassmer stated the Park & Recreation Committee has been working over the past six months on establishing park improvement priorities. There has been a lot of discussion regarding the parks master plan, current park conditions and financial limitations. The committee tried to pick from the parks master plan the best of the best and to prioritize them over the next five years.

Danielle Dulin noted previous park priorities were based on the quality of the improvements assuming only one park would be completed at a time and not based on the availability of funds. There was an effort to pass a 3/8-cent sales tax to fund park projects in June 2012, but Council did not support sending the sales tax initiative to the public. Since that time, the committee has reconsidered and reprioritized the needs of city parks. The priority list and recommendation to include funding in the CIP for the projects on the priority list was unanimously approved at their annual park tour meeting on May 8, 2013.

Doug Pickert with Indigo Design worked with the committee to select elements from the approved parks master plan to create a revised parks priority listing focusing on needs and realistic available funding. Mr. Pickert reviewed each park as originally proposed in the Parks Master Plan and the revised priorities approved by the committee.

### **McCrum Park**

The original plan included additional parking, new play set, spray park, tryke path, perimeter path, shelter, crosswalk, sign orientation, fence along Roe, black tennis fence at a projected cost of \$420,000.

The revised plan includes a new play set and nature play area, reuse of the shelter removed from Weltner Park, tryke path, a fence along Roe and burying of the electrical power lines at a projected cost of \$148,000.

Dale Warman responded that he sees the burying of the overhead power lines as a safety issue and supports such action.

### **Prairie Park**

The original plan included toddler swings, fencing, trees and a fountain at a projected cost of \$6,000.

The revised plan includes toddler swings and moving climbing boulder to McCrum Park at a projected cost of \$5,000.

### **Taliaferro Park**

The original plan included 8' walking paths, sport field improvements, nature play area, new play set and bike rack at a projected cost of \$365,000.

The revised plan includes new nature play area, sport field improvements including a small infield area and backstop and a new play set at a projected cost of \$147,000.



David Belz questioned the significant difference in cost. Mr. Pickert responded the removed trail was a major cost and other play items were scaled back.

### **Harmon Park**

As a primary gathering place, the original plans for this park were significant including an amphitheater, Santa Fe Trail themed playground, increased parking, replacement of large shelter, patio and restrooms, 8' perimeter path, landscaping, climbing wall, skate park improvements and a sculpture garden at a projected cost of \$2,725,000.

The revised plan includes a disc golf course in the open park area, a new nature play area and new play set at a projected cost of \$130,000.

Ted Odell asked if there was a demand for disc golf. Steve Noll stated it is growing in popularity among young adult males. Laura Wassmer added the committee was seeking a feature that would bring activity to a seldom used area of the park and would not impact the Santa Fe Trail. Brooke Morehead asked about the components making up a disc golf course and if they were removable, noting the use of some of this area for the annual jazz festival. Mr. Pickert responded they could easily be removed temporarily.

Mrs. Morehead noted that a request that she receives often from residents is for an open dog play area and asked if that was considered. Ms. Wassmer stated it was not recently, but was considered as part of the Parks Master Plan.

### **Bennett Park**

The original plan included additional parking, Tryke path, 8' perimeter path, sign orientation, relocate sandbox for ADA accessibility at a project cost of \$65,000.

The revised plan includes an 8' perimeter path, new play set and nature play area at a projected cost of \$133,000.

### **Porter Park**

The original plan included 8' perimeter path and widen trails, nature play area, decorative fence, improved drainage, parking, additional play area, expanded shelter, improved ADA accessibility, relocation of tire swing and landscaping at a projected cost of \$406,000.

The revised plan includes new nature play area, improved drainage, extended trail along creek, new backstops and new play set at a projected cost of \$190,000.

Steve Noll stated this is a very popular park and that at some time in the future the City needs to look at repairing the parking lot which has suffered as a result of being used several times as a drop off point for storm and tree debris. Mayor Shafer asked if there was sufficient parking. Mr. Pickert indicated more could be added. Mr. Noll stated he would not want to see a reduction in park land for additional parking. Mr. Warman

expressed concern for children safety with parallel parking along Roe for the park as this is a narrow and busy street.

### **Windsor Park**

The original plan included 8' perimeter path, nature play area, new play set, replace shelter, landscaping, and new entry, replace/widen bridge and improve drainage at a projected cost of \$520,000.

The revised plan includes new nature play area, improved drainage, nature play area, new tables and benches at a projected cost of \$119,000.

Keith Bredehoeft reviewed the proposed priorities and estimated costs reflected below:

- 2014: **\$250,000** for improvements in McCrum (\$148,800), Prairie (\$5,000), Taliaferro (\$27,000), and Harmon (\$20,000) Parks.
- 2015: **\$225,000** for improvements in Taliaferro (\$50,000) and Bennett (\$133,000) Parks.
- 2016: **\$375,000** for improvements in Porter (\$190,000), Taliaferro (\$70,000), and Windsor (\$119,000) Parks.
- 2017: **\$135,000** for improvements in Harmon Park.
- Future: **\$200,000** for improvements in Porter and Franklin Parks and northland park development.

The \$4,507,000 remaining costs for the implementation of the 2009 Parks Master Plan have been reprioritized with an estimated cost of \$872,800 + design and inspection costs for a total cost of \$985,000 over the next five years.

Laura Wassmer stated the Park & Recreation Committee would gladly accept more funding. The proposed plan covers what they consider to be the minimum needed to maintain and improve city parks on an on-going basis. Charles Clark stated this amount should be four times what is being requested.

Keith Bredehoeft stated the Parks Ground Maintenance Operations budget for 2014 has a proposed \$12,500 increase that includes the following:

- \$5,000 - Santa Fe Pavilion stone wall repair
- \$4,000 - Turf management
- \$3,500 - Playground equipment repair

Mr. Bredehoeft reviewed a list of park maintenance items that have been identified and need to be addressed in the near future. He believes it is important to balance street infrastructure and park infrastructure needs.

Michael Kelly commended Ms Wassmer and the committee for making the concepts of the Parks Master Plan workable. He noted, although, that he has also received several requests for an open off-leash dog play area. Ms Wassmer responded those requests have not come to the committee.

Mr. Kelly noted the presentation did not include any pool accommodations. Mr. Bredehoeft stated the aquatics and tennis areas are included in the capital budget. He stated this year's budget includes a study/review of the tennis courts for repair in 2014.

Laura Wassmer noted Mr. Kelly suggested that the chairs at the pool be color coded for the different pool areas making it easy to identify moved chairs and return them to the proper area.

Brooke Morehead asked again that the committee look for an area that could be used as an off-leash area for dogs. Ms Wassmer responded she felt the open church area at 71<sup>st</sup> and Nall, which has been suggested as a park area for the northern part of the city would be a good area.

Andrew Wang thanked Ms Wassmer, Weaver and Mr. Pickert and the committee for preparing this stronger and more realistic priority listing and outlook for the on-going development of city parks.

Charles Clark moved the Council Committee directs staff to include \$985,000 in the Capital Improvement Plan (CIP) over the next four years for numerous park improvements as presented. The motion was seconded by Brooke Morehead and passed unanimously.

Dale Warman noted the Countryside East area does not have access to an area park. Laura Wassmer responded the final year of the CIP sets aside money for northland park development.

### **Discussion on Property Maintenance, Rental Licensing, Home Ownership**

As part of the 2014 budget discussions, the Council asked staff to look at the costs associated with adding staff in the area of property maintenance. Mr. Enslinger noted the current draft 2014 budget contains \$65,000 as a place holder for adding one additional FTE to the Community Development Department. Ted Odell added this staff person will enable the city to move forward on more enforcement of property maintenance codes. He is also looking at exploring interior inspections of rental properties and offering home ownership incentives.

Dennis Enslinger the proposed changes will require a culture change of the current processes followed by the City. The City has followed a very lenient, hand-holding enforcement approach requiring many follow-up visits and significant time to close a case. This is unlike the process followed on mowing violations where the required notices are sent and if no action is taken within an allotted timeframe, the City contracts the work to be done and charges the property owner.

Mr. Enslinger stated he would recommend adopting the International Property Maintenance Code which provides clearer direction. One of the current issues faced by the City is the inability to go on property without the property owners' approval. Mr. Odell feels there has been an evident decline in property maintenance in certain areas

of the City over the past 15 years and property values are being negatively impacted. Mr. Enslinger asked if the Council would be supportive of a more defined approach.

Andrew Wang noted the extensive length of time it currently takes to get resolution on a property maintenance violation. Laura Wassmer stated the city has had cases that have gone on unresolved for years trying to work with property owners. She supports a stronger property maintenance process with more teeth. Mr. Enslinger stated he sees a more formal approach with firm deadlines. If compliance is not achieved within the allotted time, it will be forward to municipal court and placed in the hands of the judge.

Ron Shaffer confirmed this would still allow for residents to apply for assistance through the Heartland Habitat Brush with Kindness Program. Mr. Enslinger noted that it takes 30 to 40 hours to coordinate one Habitat project, which limits the number that can be done. Mr. Shaffer asked if there are areas of the City's code that are weak. Mr. Enslinger responded the city's code was developed over time and is vague in some areas. The international property maintenance code provides much clearer direction. Mr. Shaffer asked how many cases are currently being processed through the courts per year. Mr. Enslinger responded 10 to 15 per year.

Ted Odell confirmed the city's current enforcement is generally complaint based. Mr. Enslinger stated the department does a general sweep of identified areas each year, but due to staffing limitations, the primary direction is taken from complaints.

Laura Wassmer stated she can drive through certain areas of the City and see properties that have had code violations for the past three years that are still not resolved. Dale Warman stated he supports a more formal program. Mr. Enslinger stated he will bring back a plan for the Council to consider.

Andrew Wang moved to direct staff to move forward with creating a more formalized code enforcement process. The motion was seconded by Laura Wassmer and passed unanimously.

Ted Odell stated he would also like to look at a more complete inspection of rental properties including an interior inspection. This revision could take many forms and is still being worked on. For example, the property owner may be required to provide proof of an interior inspection by an outside source with their application for a license. It is his hope that any increased costs would be covered by a higher rental property license fee.

Mr. Odell also would like to see the City take a more proactive approach to having more owner occupied homes in the City, particularly in high rental areas. Different options are being investigated and would be presented at a later time.

Laura Wassmer confirmed the process would not involve the loan process for home purchases.

Dennis Enslinger noted one incentive option could be offering a higher percentage rebate on the exterior home grant program or property tax rebate for owner occupied properties.

Charles Clark moved the Committee direct staff to retain the proposed \$65,000 in the 2014 budget for an additional codes department staff person. The motion was seconded by Andrew Wang and passed unanimously.

**Adjournment**

With no further business to come before the Council Committee, Council President Dale Warman adjourned the meeting at 7:25 p.m.

Dale Warman  
Council President

**Council Members  
Mark Your Calendars  
June 3, 2013**

**June 2013**

June 3 City Council Meeting  
June 14 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.  
June 17 City Council Meeting

**July 2013**

July 1 Senior Arts Council exhibit in the R.G. Endres Gallery  
July 1 City Council Meeting  
July 4 City offices closed in observance of Independence Day  
July 4 VillageFest  
July 12 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.  
July 15 City Council Meeting

**August 2013**

August 5 Olathe Visual Arts exhibit in the R.G. Endres Gallery  
August 5 City Council Meeting  
August 9 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.  
August 19 City Council Meeting

**September 2013**

September 2 City offices closed in observance of Labor Day  
September 3 City Council Meeting  
September 7 Jazz Festival  
September 13 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.  
September 16 City Council Meeting  
September 25 Shawnee Mission Education Foundation Fall Breakfast

**October 2013**

October 7 State of the Arts Exhibit in the R. G. Endres Gallery  
October 7 City Council Meeting  
October 11 Artist reception in the R. G. Endres Gallery 6:00 - 8:00 p.m.  
October 21 City Council Meeting

**November 2013**

November 4 Mid-America Pastel Society exhibit in the R.G. Endres Gallery  
November 4 City Council Meeting  
November 8 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.  
November 12 - 16 National League of Cities Conference in Seattle, WA  
November 18 City Council Meeting  
November 28 City offices closed in observance of Thanksgiving  
November 29 City offices closed in observance of Thanksgiving

**December 2013**

December 2 Greater Kansas City Arts Association exhibit in the R. G. Endres Gallery  
December 2 City Council Meeting  
December 13 Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.  
December 16 City Council Meeting  
December 25 City offices closed in observance of Christmas