

# CITY OF PRAIRIE VILLAGE

**August 2, 2010**

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



# *City Council Meeting*

*August 2, 2010*



Dinner provided by:



**O'Neill's**  
Restaurant & Bar



*Shrimp Alfredo*

*House Salad*

*Rolls & Butter*

*Mely's Ice Cream Cake*

**COUNCIL COMMITTEE**

**August 2, 2010**

**6:00 p.m.**

**Council Chambers**

**AGENDA**

**CHARLES CLARK, COUNCIL PRESIDENT**

**AGENDA ITEMS FOR DISCUSSION**

**COU2010-42**            **Consider Adoption of Resolution authorizing amendments to the Indenture of Trust and Lease Agreement related to the City's Revenue Bonds, (Claridge Court), Series 2003.  
Gary Anderson, Gilmore & Bell, P.C.**

**Presentation by Jazz Fest Committee  
Randy Kronblad and Dan Andersen**

**\*COU2010-43**            **Consider Interlocal Agreement with the City of Mission Hills for the Resurfacing Project 190892: Mission Road, 63<sup>rd</sup> Street to 66<sup>th</sup> Street  
Keith Bredehoeft**

**\*COU2010-44**            **Consider Interlocal Agreement with the City of Overland Park to Micro-Surface 75<sup>th</sup> Street from Nail Avenue to Walmer Drive and approve funding for the project  
Keith Bredehoeft**

**Executive Session subject to K.S.A. 75-4319 (b) Attorney/Client Privilege**

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

**REQUEST BY CLARIDGE COURT  
TO  
CITY OF PRAIRIE VILLAGE  
FOR ACTION**

**Requested Action:** Adoption of a resolution authorizing amendments to the Indenture of Trust and Lease Agreement related to the City's Revenue Refunding Bonds, (Claridge Court), Series 2003.

**Background:**

*Bonds:* The City has issued the Bonds to finance the Claridge Court facility under the industrial revenue bond act. The City is a party to an Indenture of Trust securing the Bonds and a Lease Agreement with Lifespace Communities, Inc. (formerly Life Care Retirement Communities, Inc.) under which Claridge Court is leased to and operated by Lifespace Communities. The bonds are not payable from City funds; they are payable solely from rentals paid by Lifespace Communities under the Lease and a Bank of America letter of credit.

*Existing Structure:* Under the existing Indenture and Lease, Lifespace Communities is only obligated to pay the rentals from Claridge Court's revenues, and the Claridge Court facility is pledged to secure the Claridge Court Bonds. The Claridge Court Bonds have a rating of "A+/A-1" (Standard & Poor's) based on the letter of credit and an underlying rating of "BBB+" (Fitch) based solely on Claridge Court without considering the letter of credit.

*Proposed*

*New Structure:* Lifespace Communities has several other facilities. Each other facility has outstanding bonds that, like Claridge Court, are payable solely from the revenues of that facility and are secured solely by that facility.

Lifespace Communities is proposing to revamp the structure for Claridge Court and several other Lifespace Communities facilities so that the Claridge Court Bonds and those other facilities' bonds are payable from the revenues of all of those facilities and are secured by all of those facilities.

This change would strengthen the creditworthiness of the Claridge Court Bonds and the other bonds. Lifespace Communities expects the Claridge Court Bonds to have a rating of "BBB+" or "A-" (Fitch) as a result of the new structure. (Claridge Court Bonds' letter of credit-based rating will not change under the new structure.)

The change requires that the Claridge Court Indenture and Lease be amended so that (i) Lifespace Communities' obligation under the Claridge Court Lease is not limited to Claridge Court's revenues, but is payable from revenues of all of Lifespace Communities' facilities participating in the new structure, (ii) the Claridge Court facility can secure all of those facilities' bonds instead of just the Claridge Court Bonds (with those facilities to also secure the Claridge Court Bonds as well as those facilities' other bonds) and (ii) Lifespace Communities' covenants can be revised to apply to all of Lifespace Communities' operations instead of just the Claridge Court operations.



*Authority for  
the Amendments.*

The existing Claridge Court Indenture authorizes amendments to the Claridge Court Indenture and Lease for these changes without bondholder consent. Lifespace Communities expects Bank of America and the Bond Trustee to consent to these amendments.

*Financing of New  
Claridge Court  
Improvements:*

Under the new structure, Lifespace Communities expects to finance a new improvements project for Claridge Court, along with projects for other Lifespace Communities' facilities, with bonds to be issued by the Kansas Development Finance Authority or another governmental entity that has authority to issue bonds for all of these projects.

# # #

**RESOLUTION APPROVING AN AMENDED AND RESTATED SUPPLEMENTAL INDENTURE OF TRUST AND AN AMENDED AND RESTATED LEASE AGREEMENT RELATED TO THE REVENUE REFUNDING BONDS (CLARIDGE COURT), SERIES 2003, ISSUED BY THE CITY OF PRAIRIE VILLAGE, KANSAS**

**WHEREAS**, the City of Prairie Village, Kansas (the "City"), has issued its Revenue Refunding Bonds (Claridge Court), Series 2003 (the "Bonds"), to finance or refinance the cost of a facility known as Claridge Court (the "Facility"); and

**WHEREAS**, the Bonds were issued under and are secured by an Indenture of Trust dated as of August 15, 2003 (the "Original Indenture"), between the City and U.S. Bank National Association, as Trustee (the "Trustee"); and

**WHEREAS**, the Facility is leased to Lifespace Communities, Inc., an Iowa nonprofit corporation formerly know as Life Care Retirement Communities, Inc. (the "Corporation"), pursuant to a Lease Agreement dated as of August 15, 2003 (the "Original Lease"); and

**WHEREAS**, the payment of the principal of and interest on the Bonds is secured by an irrevocable letter of credit issued by Bank of America, N.A. (the "Credit Bank"); and

**WHEREAS**, Section 1301 of the Original Indenture provides that, if the Corporation secures the Bonds with a Master Indenture Note or Notes and the other conditions of that Section are satisfied, the City and the Trustee shall, if and to the extent directed by the Corporation with the written consent of the Credit Bank, amend the Original Indenture to release the Facility from the Trust Estate and to delete remedies thereunder relating to the Facility and amend the Lease to delete or amend various sections of the Original Lease as set forth therein; and

**WHEREAS**, the Corporation now desires (a) to enter into a Master Trust Indenture and issue its Master Indenture Note to the Trustee to secure the Bonds, (b) to comply with the other provisions of Section 1301 of the Original Indenture for the release of the Facility and the amendment of the Original Indenture and the Original Lease, and (c) that the City and the Trustee enter into an Amended and Restated Indenture of Trust amending the Original Indenture and that the City and the Corporation enter into an Amended and Restated Lease Agreement amending the Original Lease, in each case as permitted by the Original Indenture and the Original Lease to the extent necessary or appropriate to effect the exchange of security contemplated by Section 1301 of the Original Indenture;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PRAIRIE VILLAGE, KANSAS, AS FOLLOWS:**

**Section 1. Approval of Documents.** The Amended and Restated Indenture of Trust and the Amended and Restated Lease Agreement are hereby approved in substantially the forms submitted to the City on the date hereof and as attached hereto, with such changes therein as shall be approved by the Mayor, his execution thereof to be conclusive evidence of such approval. The Mayor of the City is hereby authorized and directed to execute and deliver the Amended and Restated Indenture of Trust and the Amended and Restated Lease Agreement on behalf of and as the act and deed of the City. The City Clerk to the extent the City Clerk deems it necessary or appropriate, is hereby authorized to affix the City's seal thereto and to attest said seal, but the omission of the affixing of the City's seal thereto shall not impair the validity, binding effect or enforceability of said documents or of the execution and delivery thereof on behalf of the City.

**Section 2. Further Authority.** The City shall, and the officers and agents of the City are hereby authorized and directed to, take such action and execute such other agreements, documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution and to carry out, comply with and perform the duties of the City with respect to the Amended and Restated Indenture of Trust and the Amended and Restated Lease Agreement.

**Section 3. Effective Date.** This resolution shall take effect and be in full force from and after its passage by the City Council.

**ADOPTED** by the City Council of the City of Prairie Village, Kansas, this \_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

[SEAL]

ATTEST:

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

## 2010 Prairie Village Jazz Festival

INCOME	Budgeted	Committed	Outstanding	Actual	MEMO
<b>SPONSORS</b>	\$44,245.00				
<b>Exclusive Sponsoring Partner</b>					
Bank of Prairie Village ?					
<b>Event Sponsors</b>					
Budweiser / Crawford Sales		In kind			Donated all beer for fundraiser and event
Acura		\$5,000.00	*Billed		To be paid in August
<b>Silver Sponsors</b>					
Sabates Eye Centers		\$4,000.00	*Billed		To be paid in August
American Laser Centers		\$2,750.00	*Billed		Should arrive August 8 <sup>th</sup> or 9 <sup>th</sup>
Pepsi		In kind			Donated all soft drink and water for event
Johnny's Tavern		In kind + Cash		?	Beer tasting host, Plus 20% of all sales for wkend
Wilks Broadcasting		In kind			Radio adds
<b>Bronze Sponsors</b>					
QC Holdings		\$500			
US Bank		In kind + Cash		\$690.00	Jazzree (\$120 food, \$320 Band, \$250 Bond)
Lathrop & Gage				\$500.00	Katie Logan
Village Flowers		In kind			Auction item and iPad reception
Rimann Liquors		\$300.00			\$5 per bottle of wine
Blue Moose / KC Hopps		In kind			\$2500 in coupons on raffle ticket
Folly Theater		In kind			Karrin Appearance
KC Home and Garden		In kind			Direct trade for advertising
Q 104 Radio		In kind			Free advertising
Star 102.1		In kind			Free advertising
Mix 93.9		In kind			Free advertising
KKFI 94.1		In kind			Free advertising
JAM Magazine		In kind			Free advertising
<b>Charity Sponsors</b>					
Denise Garcia - State Farm		\$250.00			
Rasmussen Chiropractic				\$250.00	
Mady and Me				\$296.00	
Toon Shop				\$250.00	
Larkin Group				\$100.00	
Cretcher-Heartland		\$250.00			

## 2010 Prairie Village Jazz Festival

INCOME	Budgeted	Committed	Outstanding	Actual	MEMO
<b>Charity Sponsors - cont.</b>					
Euston Hardware		In kind			
Haught Design		In kind			
Stoney Broke, Ltd.		In kind			
Tulip Ultimate Fashion		In kind			
Counter Clockwise Comedy		In kind			Auction Item
Randy Kronblad		In kind			Auction Item
Annie Brabson		In kind			Auction Item
Bob McGowan		In kind			Auction Item
Donelea Hespe		In kind			Auction Item
Das Hardin		In kind			Auction Item
Rod Atteberry		In kind			Auction Item
Chris Huff		In kind			Auction Item
Bess Wallerstien		In kind			Auction Item
?		In kind			Auction Items @ 10 items
<b>GRANTS</b>					
Silver Sponsor - Helen S. Boylan Foundation	\$10,000.00	\$0.00		\$5,000.00	
Bronze Sponsor - US Bank Charitable Foundation	\$1,000.00	\$1,000.00	Applied		
<b>TENT SALES</b>					
	\$16,500.00	\$0.00			Deleted
<b>VENDORS</b>					
Beer Sales	\$4,000.00		\$4,000.00		100% of all beer sales goes to festival
Pop Sales	\$1,000.00		\$1,000.00		100% of all pop sales goes to festival
Vendor Sales	\$3,000.00		\$3,000.00		20% of all vendor sales go to festival
<b>RAFFLE</b>					
Savings Bond		\$45.00		\$3,288.00	US Bank Raffle and Auction
iPad				\$1,530.00	3 <sup>rd</sup> Thursday Raffle
Remote cars				\$105.00	VillageFest Raffle
Other	\$7,000.00	\$0.00			



## 2010 Prairie Village Jazz Festival

EXPENSES	Budgeted	Committed	Outstanding	Actual	MEMO
<b>TALENT</b>					
Killer Strayhorn	\$350.00		\$350.00		No Contract
Rider	\$0.00				None
Sons of Basil	\$900.00	\$500.00		\$500.00	May use another acts drums
Rider	\$0.00				None
David Basse and Orchestra 2010	\$2,900.00	\$1,500.00		\$1,000.00	
Rider	\$0.00				None
Dolyna Jazz Delegates	\$3,000.00		\$3,000.00		
Rider	\$0.00				Instruments supplied by SSC
Eldar	\$1,000.00	\$1,000.00			
Rider	\$0.00	\$500.00			Piano, Hotel, Transportation
Eldar Djangirov Trio	\$5,200.00	\$3,975.00		\$1,325.00	
Trio Rider	\$0.00	\$2,500.00			
Kansas City Jazz Orchestra	\$7,000.00	\$6,000.00		\$1,000.00	
Rider	\$0.00				Rider cost in stage
Karrin Allyson	\$5,600.00	\$2,000.00		\$1,000.00	
Rider		\$260.00			Hotel 2 nights
<b>Total Talent</b>	<b>\$25,950.00</b>	<b>\$18,235.00</b>	<b>\$3,350.00</b>	<b>\$4,825.00</b>	
<b>STAGE/AUDIO EQUIPMENT</b>					
DSS contract	\$20,000.00	\$15,000.00			Removed Video screen, includes labor
<b>TENT RENTAL</b>					
Accent Rental	\$7,500.00	\$1,500.00			Removed VIP Tents and Suites
<b>CATERING</b>					
PB&J Restaurant	\$4,500.00	\$0.00			Eliminated VIP Tents and Suites
<b>SECURITY</b>					
PV PD	\$4,250.00	\$5,250.00			Includes price increase
<b>GENERAL GROUNDS SETUP</b>					
PV Public Works	\$2,500.00	\$500.00			One person on site for problems
Fence Materials	\$0.00	\$1,000.00			Fence Labor will be volunteer

## 2010 Prairie Village Jazz Festival

EXPENSES	Budgeted	Committed	Outstanding	Actual	MEMO
<b>ADVERTISING</b>					
Printing	\$8,000.00			\$4,393.42	All printing, (Raffle tickets, posters, Fans, Handouts)
KC Home and Garden Add		In kind			Direct trade for Sponsorship
Radio	\$5,000.00	\$950.25			
<b>BANNERS</b>					
Signs	\$5,000.00			\$259.85	
<b>PARAMEDICS</b>					
Med-Act	\$750.00	\$750.00			\$40/hour/person X 2 = \$80/hour X 7hrs
<b>WASTE MANAGEMENT</b>					
Deffenbaugh Ind.	\$2,500.00				Existing bid
<b>VALET PARKING</b>					
?	\$700.00	\$0.00			Eliminated VIP Tents and Suites
<b>CONTINGENCY</b>					
Add 10%	\$8,595.00				
<b>ELDAR FUND RAISER</b>					
Fixed expenses		\$625.00			\$400.00 Room, 3@\$75 Bartender
Per ticket sold additional		\$0.00	\$4,779.00		VIP and Standard (429@\$14.00, 48 @ \$74, 50%)
<b>OTHER EXPENSES</b>					
iPad				\$499.00	iPad purchase for raffle
Volunteer shirts				\$781.50	Volunteers will pay \$15.00 each
<b>TOTAL EXPENSES</b>	<b>\$95,245.00</b>	<b>\$43,810.25</b>	<b>\$8,129.00</b>	<b>\$10,758.77</b>	
<b>ARTS COUNCIL LOAN</b>					
				<b>\$5,000.00</b>	
<b>NET OVER UNDER /COLUMN</b>		<b>-\$29,298.25</b>	<b>\$20,872.25</b>	<b>\$6,348.23</b>	
<b>TOTAL OVER/UNDER</b>				<b>-\$2,077.77</b>	Total Committed, Outstanding, Actual





## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: August 2, 2010

Council Meeting Date: August 2, 2010

**\*COU2010-43: CONSIDER INTERLOCAL AGREEMENT WITH THE CITY OF MISSION HILLS FOR THE RESURFACING PROJECT 190892: MISSION ROAD, 63<sup>RD</sup> STREET TO 66<sup>TH</sup> STREET.**

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### RECOMMENDATION

Move to approve the interlocal agreement with the City of Mission Hills for the resurfacing project 190892: Mission Road, 63<sup>rd</sup> Street to 66<sup>th</sup> Street.

### BACKGROUND

This project is being administered by the City of Mission Hills and 50% of the overall funding will come from Johnson County through the CARS program. This project is estimated to cost Prairie Village \$35,000.

### FUNDING SOURCE

Funding is available under the Capital Infrastructure Program, Project 190892: Mission Road, 63<sup>rd</sup> Street to 66<sup>th</sup> Street for the City's portion of the project.

### RELATION TO VILLAGE VISION

TR1a. *Ensure that infrastructure improvements meet the needs of all transportation users.*

### ATTACHMENTS

1. Interlocal Agreement with the City of Mission Hills.

### PREPARED BY

Keith Bredehoeft

August 29, 2010

**AGREEMENT BETWEEN THE CITY OF MISSION HILLS, KANSAS AND THE CITY OF PRAIRIE VILLAGE, KANSAS, FOR DESIGN and CONSTRUCTION (MILL/PAVE) OF MISSION ROAD (63<sup>rd</sup> STREET to 66<sup>th</sup> STREET)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF MISSION HILLS, KANSAS, and the CITY OF PRAIRIE VILLAGE, KANSAS, each party having been duly organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the parties hereto have determined that it is in the best interests of the general public to provide the design and construction (mill and pave) of certain public improvements to Mission Road (63<sup>rd</sup> Street to 66<sup>th</sup> Street).

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in the design and construction (mill and pave), and,

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement for the purpose of providing design and construction (mill and pave), pursuant to K.S.A. 12-2908, and amendments thereto; and,

WHEREAS, the governing body of the CITY OF MISSION HILLS, KANSAS, did approve and authorize its Mayor to execute this Agreement by official vote of said body on the 9<sup>th</sup> day of August, 2010; and,

WHEREAS, the governing body of the CITY OF PRAIRIE VILLAGE, KANSAS, did approve and authorize its Mayor to execute this Agreement by official vote of said body on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. **PURPOSE OF AGREEMENT.** The parties hereto enter into this Agreement for the purpose of providing the design and construction (mill and pave) of Mission Road (63<sup>rd</sup> Street to 66<sup>th</sup> Street).
2. **ESTIMATED COST AND FUNDING OF PROJECT.**
  - A. The estimated cost of the design and construction (mill and pave) for the said public improvement project covered by this Agreement is \$130,000.  
  
Design: \$10,000  
Construction (mill and pave): \$120,000  
Total: \$130,000
  - B. The cost for said public improvement, as described hereinabove, shall be allocated between the parties as follows:

- (1) THE JOHNSON COUNTY CARS PROGRAM (COUNTY ASSISTED ROAD SYSTEM) shall pay (50%) of the cost for the construction (mill and pave) of said public improvement (estimated to be \$60,000).
- (2) THE CITY OF MISSION HILLS, KANSAS shall pay Twenty-Five Percent (25%) of the cost for the design and construction (mill and pave) of said public improvement (estimated to be \$35,000).
- (3) THE CITY OF PRAIRIE VILLAGE, KANSAS shall pay Twenty-Five Percent (25%) of the cost for the design and construction (mill and pave) of said public improvement (estimated to be \$35,000).

4. **FINANCING.**

- A. THE CITY OF MISSION HILLS, KANSAS shall pay its portion of the cost for the design of said public improvement, as herein agreed, with moneys appropriately budgeted, authorized, and appropriated by the governing body of the CITY OF MISSION HILLS, KANSAS. Additionally, the CITY OF MISSION HILLS, as the CARS project administrator, shall be responsible for requesting CARS reimbursement funds from Johnson County.
- B. THE CITY OF PRAIRIE VILLAGE, KANSAS shall pay its portion of the cost for the design of said public improvement, as herein agreed, with moneys appropriately budgeted, authorized, and appropriated by the governing body of the CITY OF PRAIRIE VILLAGE, KANSAS.

5. **ADMINISTRATION OF PROJECT.** It is acknowledged and understood between the parties that since there are two separate cities included within the proposed improvement, one of the cities should be designated as being "in charge" of the project to provide for its orderly design. However, both cities shall have the right of review and comment on project decisions at any time throughout duration of this agreement, and any subsequent agreements hereto. The CITY OF MISSION HILLS, KANSAS, acting by and through the City Administrator, who shall be the principal public official designated as Project Administrator, shall administer the design of said public improvement. These duties shall be as follows:

- A. Submit to the CITY OF PRAIRIE VILLAGE, KANSAS, an accounting of all costs incurred in the design and construction (mill and pave) of the public improvement for the purpose of apportioning the same between the parties as provided in this Agreement. It is expressly understood and agreed that any changes in the design and/or construction (mill and pave) will require the approval of both Cities and that any changes will be approved through written change order to be signed by all parties.
- B. It is understood and agreed that the CITY OF MISSION HILLS, KANSAS is serving as the Project Administrator as a matter of convenience to all of the parties to this agreement. By serving in said capacity, it is not assuming full responsibility for the negligent acts or acts of omission by any contractor or

engineer who participates in the design and/or construction (mill and pave), and it shall only be responsible for any of its own negligent acts or omissions.

- C. PRAIRIE VILLAGE shall be named as additional insured on all applicable certificates of insurance issued by the contractor for this project.
  - D. CITY OF MISSION HILLS, KANSAS shall require performance and completion bonds for the improvement from all contractors and require that all contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
  - E. CITY OF MISSION HILLS, KANSAS shall require that any contractor provide a two-year performance and maintenance bond for the Improvement. As Administrator, the CITY OF MISSION HILLS, KANSAS will, upon request of PRAIRIE VILLAGE, make any claim upon the maintenance bond or performance bond and require that the contractor fully perform all obligations under the performance and maintenance bonds.
  - F. CITY OF MISSION HILLS, KANSAS shall include in contracts for construction a requirement that the contractor defend, indemnify and save CITY OF MISSION HILLS, KANSAS and PRAIRIE VILLAGE harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the act or omissions of the contractor and the performance of its contract.
6. **PLACING AGREEMENT IN FORCE.** The attorney for the governing body administering this Project shall cause this Agreement to be executed in duplicate, and each party shall receive a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

ATTEST:

CITY OF MISSION HILLS, KANSAS

\_\_\_\_\_  
Jill R. Clifton, City Clerk

\_\_\_\_\_  
Richard T. Boeshaar, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Neil R. Shortlidge, City Attorney

ATTEST:

CITY OF PRAIRIE VILLAGE, KANSAS

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Joyce Hagen-Mundy, City Clerk

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Ronald L. Shaffer, Mayor

APPROVED AS TO FORM:

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Catherine P. Logan, City Attorney



## PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: August 2, 2010

Council Meeting Date: August 2, 2010

**\*COU2010-44: CONSIDER INTERLOCAL AGREEMENT WITH THE CITY OF OVERLAND PARK TO MICRO-SURFACE 75<sup>TH</sup> STREET FROM NALL AVENUE TO WALMER DRIVE AND APPROVE FUNDING FOR THE PROJECT.**

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### RECOMMENDATION

Move to approve the interlocal agreement with the City of Overland Park to Micro-Surface 75<sup>th</sup> Street from Nall Avenue to Walmer Drive and to transfer \$40,000 from Project 190866, 75<sup>th</sup> Street, Mission Road to State Line to the Street Operating Fund.

### BACKGROUND

The City of Overland Park recently added this section of 75<sup>th</sup> to their Micro-Surfacing program for 2010 and approached Prairie Village to consider Micro-Surfacing the half of 75<sup>th</sup> Street that is in Prairie Village as well. This project is being administered by the City of Overland Park and the project is estimated to cost Prairie Village \$32,600.

### FUNDING SOURCE

The fund transfer from CIP project 190866, 75<sup>th</sup> Street, Mission Road to State Line to the Street Operating Fund.

### RELATION TO VILLAGE VISION

TR1a. *Ensure that infrastructure improvements meet the needs of all transportation users.*

### ATTACHMENTS

1. Interlocal Agreement with the Overland Park.

### PREPARED BY

Keith Bredehoeft

August 29, 2010

AGREEMENT BETWEEN THE CITY OF OVERLAND PARK, KANSAS, AND THE CITY OF PRAIRIE VILLAGE, KANSAS, FOR THE PUBLIC IMPROVEMENT OF 75TH STREET FROM WALMER TO NALL.

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the CITY OF OVERLAND PARK, KANSAS (hereinafter "OVERLAND PARK"), and the CITY OF PRAIRIE VILLAGE, KANSAS (hereinafter "PRAIRIE VILLAGE"), each party having been organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the parties hereto have determined it is in their best interest to make the public improvement to 75<sup>th</sup> Street from Walmer to Nall as such improvement is hereinafter described; and

WHEREAS, K.S.A. 12-2908 authorizes the parties hereto to cooperate in making the public improvement; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement for the aforesaid public improvement, as authorized and provided by K.S.A. 12-2908 and K.S.A. 68-169; and

WHEREAS, the governing body of OVERLAND PARK did approve and authorize its mayor to execute this Agreement by official vote of the body on the \_\_\_\_\_ day of \_\_\_\_\_, 2010; and

WHEREAS, the governing body of PRAIRIE VILLAGE did approve and authorize its mayor to execute this Agreement by official vote of the body on the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. PURPOSE OF AGREEMENT. The parties hereto enter into this Agreement for the purpose of constructing the public improvement on 75<sup>th</sup> Street as heretofore described by performing the following work: The street improvement of 75<sup>th</sup> Street from Walmer to Nall including microsurfacing the existing street and repair of asphalt pavement, pavement markings and other items incidental to the street reconstruction (hereinafter "Improvement").

2. ESTIMATED COST OF PROJECT.

A. The estimated cost for construction of the Improvement covered by this Agreement is

**SIXTY FIVE THOUSAND TWO HUNDRED AND NO/100 DOLLARS**  
**(\$65,200.00).**

B. The cost of making the Improvement shall include:

- (1) Labor and material used in making the Improvement; and
- (2) Such other expenses which are necessary in making the Improvement, exclusive of the cost of acquiring real property and any improvement thereon for the location of the Improvement. These costs include but are not limited to project administration, construction inspection, material testing and utility relocations.

C. The local share of the cost for construction of said Improvement, as described hereinabove, shall be distributed as follows:

- (1) PRAIRIE VILLAGE shall pay **50%** of the local share of said Improvement  
**(estimated to be \$32,600.00).**



- (2) OVERLAND PARK shall pay **50%** of the local share of said Improvement **(estimated to be \$32,600.00)**.
3. FINANCING. OVERLAND PARK and PRAIRIE VILLAGE shall each pay their portion of the cost with monies budgeted and appropriated funds.
4. OVERLAND PARK ADMINISTRATION OF PROJECT. It is acknowledged and understood between the parties that since there are two separate entities included within the proposed Improvement, one of the entities should be designated as being “in charge” of the project to provide for its orderly design and construction. However, both entities shall have the right of review and comment on project decisions at any time throughout duration of this Agreement, and any subsequent agreements hereto. The Improvement shall be constructed and the job administered by OVERLAND PARK acting by and through the Director of Public Works for OVERLAND PARK, who shall be the principal public official designated to administer the Improvement; provided, that the Director of Public Works shall, among his several duties and responsibilities, assume and perform the following:
- A. Make all contracts for the Improvement. The parties acknowledge that OVERLAND PARK has previously solicited bids by publication in the official newspaper of OVERLAND PARK for the Improvement and the best and lowest responsible bidder was chosen. PRAIRIE VILLAGE further acknowledges that the bid price does not exceed the engineer’s estimate.
  - B. Submit to PRAIRIE VILLAGE estimates of accrued costs of constructing the Improvement . PRAIRIE VILLAGE shall within thirty (30) days after receipt of a statement of costs as aforesaid, remit their portion of the accrued costs to OVERLAND PARK as herein agreed.

- C. Upon completion of the Improvement, the Director of Public Works shall submit to PRAIRIE VILLAGE a final accounting of all costs incurred in making the Improvement for the purpose of apportioning the same among the parties as provided herein.
- D. OVERLAND PARK shall ensure that the contractor hired to construct the Improvement (the "Contractor") agrees to add PRAIRIE VILLAGE as a named additional insured on all applicable certificates of insurance issued by the Contractor for construction of the Improvement.
- E. OVERLAND PARK shall require performance and completion bonds for the Improvement from all Contractors and require that all Contractors discharge and satisfy any mechanics or materialman's liens that may be filed.
- F. OVERLAND PARK shall require that any Contractor provide a two-year performance and maintenance bond for the Improvement. As Administrator, OVERLAND PARK will, upon request of PRAIRIE VILLAGE, make any claim upon the maintenance bond or performance bond and require that the Contractor fully perform all obligations under the performance and maintenance bonds, and this obligation shall survive termination of this Agreement and shall be in force and effect for the full term of the performance and maintenance bond.
- G. OVERLAND PARK shall ensure that the Contractor agrees to defend, indemnify and save OVERLAND PARK and PRAIRIE VILLAGE harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit or action for injuries or damages sustained to persons or property by reason of the acts or

omissions of the Contractor in the performance of his or her work on the Improvement.

5. DURATION AND TERMINATION OF AGREEMENT. The parties hereto agree that this Agreement shall exist until the completion of the aforesaid Improvement, which shall be deemed completed upon certification to each of the parties hereto by the Director of Public Works advising that the Improvement has been accepted by him as constructed; provided that upon the occurrence of such certification by the Director of Public Works, this Agreement shall be deemed terminated and of no further force or effect.
6. PLACING AGREEMENT IN FORCE. The attorney for the administering body described in paragraph 4 hereof shall cause this Agreement to be executed in triplicate. Each party hereto shall receive a duly executed copy of this Agreement for their official records.
7. AMENDMENTS. This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment shall be binding on the parties unless it shall have been agreed to in writing and signed by both parties.
8. JURISDICTION. This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in triplicate by each of the parties hereto on the day and year first above written.

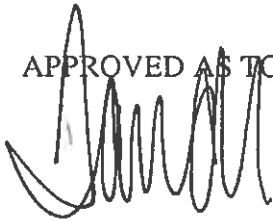
CITY OF OVERLAND PARK, KANSAS

By \_\_\_\_\_  
CARL GERLACH, MAYOR

ATTEST:

\_\_\_\_\_  
MARIAN COOK, CITY CLERK

APPROVED AS TO FORM:



\_\_\_\_\_  
TAMMY M. OWENS  
SENIOR ASSISTANT CITY ATTORNEY

CITY OF PRAIRIE VILLAGE, KANSAS

By \_\_\_\_\_  
RONALD L. SHAFFER, MAYOR

ATTEST:

\_\_\_\_\_  
JOYCE HAGEN MUNDY, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
KATIE LOGAN, CITY ATTORNEY

**COUNCIL MEETING AGENDA  
CITY OF PRAIRIE VILLAGE  
August 2, 2010  
7:30 p.m.**

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC PARTICIPATION
- V. 2011 BUDGET HEARING - 7:30 P.M.  
Adopt the 2011 Budget

**VI. PUBLIC HEARINGS**

Continuation of nuisance abatement hearing regarding 7925 Reinhardt Lane, as requested by Millicent A. Seested pursuant to Section 4-502 of the City of Prairie Village Municipal Code, K.S.A. 12-1617e and Resolution No 2010-10.

**VII. 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 - July 19, 2010
2. Approve the establishment of a fee for Fiscal Year 2011 of \$200.74 per year or \$16.73 per month/per household for the collection of solid waste, recyclable material, yard waste, and bulky item pickup. Approve the establishment of a fee of \$6.43 per year/per household for those subdivisions/homes associations that wish to be exempt from Solid Waste Management Fee.
3. Approve the exemption of the following Homes Associations from city-provided Solid Waste Collection Services for 2011: Countryside East Homes Association; Normandy Square Homes Association and Town & Country Homes Association.
4. Authorize the Mayor to sign the contract for Website Development, Hosting and Maintenance Services with Vision Internet for the development (Phase II) of the website in the amount of \$39,945 subject to approval by the City Attorney.
5. Approve an entertainment contract with Addeo Music International (AMI) for the performance of Eldar in a fundraising concert on Saturday, August 7, 2010 in the amount of \$1,000.00.
6. Approve the 2011 Police Department contract with Mission Hills and approve the 2011 Mission Hills budget.
7. Approve a stormwater utility fee of \$0.039 per square foot of impervious surface for 2011.

**By Committee:**

8. Approve the selection of Vision Internet as the preferred vendor for the development (Phase II) of the website. (Council Committee of the Whole Minutes - July 19, 2010)
9. Approve a Professional Services Agreement for a Community Center/Natatorium Feasibility Study with 360 Architects. (Council Committee of the Whole Minutes - July 19, 2010)
10. Approve the Interlocal Agreement between the City of Prairie Village, Shawnee Mission School District and the Johnson County Parks and Recreation District for a Community Center/Natatorium Feasibility Study. (Council Committee of the Whole Minutes - July 19, 2010)

**VIII. MAYOR'S REPORT**

**IX. COMMITTEE REPORT**

**Council Committee of the Whole - Charles Clark**

COU2010-43 - Consider Interlocal Agreement with the City of Mission Hills for the Resurfacing Project 190892: Mission Road, 63<sup>rd</sup> Street to 66<sup>th</sup> Street

COU201044 - Consider Interlocal Agreement with the City of Overland Park to Micro-surface 75<sup>th</sup> Street from Nall Avenue to Walmer Drive and approve funding for the project

**X. STAFF REPORTS**

**XI. OLD BUSINESS**

**XII. NEW BUSINESS**

Consider Request from Lane 4 Property Group and Porter Roofing Company

**XIII. ANNOUNCEMENTS**

**XIV. ADJOURNMENT**



## ADMINISTRATION

Council Meeting Date: August 2, 2010

### Public Hearing 2011 Proposed Budget

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#### SUGGESTED MOTION

None.

#### BACKGROUND

State statutes require that the City hold a public hearing on the proposed budget at least ten days prior to the date the budget is certified to the County Clerk - August 25th. The attached Budget Summary page was published in The Legal Record on Tuesday, July 20, 2010, per state statute guidelines.

The proposed budget contains a mill rate of 18.871, which is comprised of the General Fund mill levy and the Bond & Interest Fund mill levy. This mill rate reflects a 0.692 mill increase over the 2010 mill rate. With the decline of appraisal values, the average home owner will see a reduction in property taxes paid to the City even with the mill levy increase.

State statutes require the City Council adopt an ordinance increasing the mill levy if the total dollars levied in the General Fund are higher than allowed by the state's formula. The City is not required to adopt an ordinance this year since total dollars levied in the General Fund are less than 2010.

#### ATTACHMENTS:

- Presentation Slides
- State Budget Forms
- 2011 Budget Summary - All Funds
- 2011 Budget Gap Reduction Strategies
- Mill Levy Comparisons

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Prepared By:

Karen Kindle

Finance Director

Date: July 28, 2010

1

**CITY OF PRAIRIE VILLAGE  
2011 BUDGET  
PUBLIC HEARING**

August 2, 2010

## **2011 Budget Goals & Objectives**

2

- Maintain high quality services and programs
- Maintain quality streets, parks and infrastructure
- Continue strong financial condition
- Maintain AAA bond rating
- Reduce reliance on fund balance and reserves



## 2011 Budget Outlook

3

- Budget gap – expenditures were more than revenues
  - \$1.5 million gap (2010 gap of \$1.4 million)
- Budget gap reduction strategies developed and incorporated into the 2011 Budget
  - Joint effort among staff and Council
  - 11 items
- 2011 Budget is balanced

### City of Prairie Village 2011 Budget

Fund	2010 Budget
General	\$ 18,699,935
Solid Waste	1,660,573
Special Highway	540,000
Stormwater Utility	1,788,800
Special Parks & Rec	86,000
Special Alcohol	88,939
Bond & Interest	1,966,275
Total	<u>\$ 24,830,522</u>

## 2011 Budget Challenges

5

- Decrease in assessed valuation resulting in less property tax revenue
  - Housing and commercial markets
  - Machinery & equipment exemption passed in June 2006
- Decrease in local and county sales and use tax revenue due to poor economy
  - Decrease in County Sales & Use Tax from 2010 Budget: \$220,475
  - Decrease in Local Sales & Use Tax from 2010 Budget: \$58,000
- Poor condition of the financial markets = continued low interest revenue

## 2011 Budget Highlights

6

- Same staffing level – no reductions or additions of staff positions
- Same level of services as 2010
- Salary pool of 3%
- Anticipated ending fund balance of 25%
- Most of the budget gap was closed by a reduction to capital projects (CIP)

## 2011 Budget Highlights

7

- Mill Levy
  - Comprised of General Fund levy and Debt Service Fund levy
  - Total = 18.871
  - 0.692 mill increase over the 2010 mill rate
    - For capital projects (streets, parks)

### 2010 Total Mill Levy - Average Prairie Village House

		Average Home Price: \$	205,983
<u>Mill Levies</u>	<u>2009/2010</u>	Assessed Value (11.5%): \$	23,688
			<u>Annual</u>
Prairie Village	18.179	Prairie Village	\$ 431
Consol. Fire #2	8.991	Consol. Fire #2	213
SM School	55.318	SM School	1,310
County	17.716	County	420
Library	3.151	Library	75
JoCo Park & Rec	2.346	JoCo Park & Rec	56
State	1.500	State	36
Comm College	8.784	Comm College	208
	<u>115.985</u>		<u>\$ 2,749</u>

1 mill for the City = \$280,000  
 1 mill for the average house = \$23.68 (annual)

8

**City of Prairie Village  
Comparison of Property Tax Paid on Average House  
2009 - 2011**

	Budget Year		
	2009	2010	2011
Average PV Home (1)	\$ 221,344	\$ 218,404	\$ 205,983
Average PV Home Assessed Value (2)	\$ 25,455	\$ 25,116	\$ 23,688
Mill Rate (3)	18.182	18.179	18.871
<b>Total Prairie Village Tax</b>	<b>\$ 462.81</b>	<b>\$ 456.59</b>	<b>\$ 447.02</b>

**Notes**

- (1) Per the County Appraiser.
- (2) Residential property is assessed at 11.5% of the appraised value.
- (3) The amounts for 2009 and 2010 are the final rates per the tax bills. The rate for 2011 is estimated and includes the 0.692 mill increase recommended by the Council Committee on June 21, 2010.

Prepared by: Karen Kindie, Finance Director  
Date: 7/6/2010

**Johnson County Cities Mill Levy Comparison - 2010**

City	Mill Levy					Total
	City	Fire	Bond & Interest	Stormwater	Other	
Edgerton	42.893					42.893
Spring Hill	26.686	10.282	2.477		0.173	39.618
Westwood	23.493	8.991				32.484
Mission Hills	20.314	8.991	1.584			30.889
Roeland Park	17.444	8.991	1.326			27.761
Merriam	24.991		2.361			27.352
<b>Prairie Village</b>	<b>17.277</b>	<b>8.991</b>	<b>0.902</b>			<b>27.170</b>
Westwood Hills	18.000	8.991				26.991
Lenexa	17.433		9.141			26.574
Olathe	9.524	1.702	10.844		2.767	24.837
Shawnee	15.019		9.127		0.553	24.699
Gardner	21.551		3.055			24.606
Leawood	17.758		6.501			24.259
Mission	11.182	8.991		1.030		22.208
Fairway	12.333	8.991	0.520			21.844
Desoto	10.009	7.008	2.253			19.270
Overland Park	3.259	4.658		0.973		8.890

S: 2010 Mill Levies on Each \$1,000 Tangible Assessed Valuation - Johnson County. Kansas worksheet found on the Johnson County Dept of Records & Tax Administration website.

Prepared by: Chris Engel  
Date: 5/14/2010

## 2011 Budget Highlights

11

- Solid Waste
  - Reflects 2<sup>nd</sup> year of new contract with Deffenbaugh
  - Assessment for 2011 services = \$200.74/year or \$16.73/month
- Stormwater Utility
  - Rate increased from \$0.038/sq. ft. of impervious area to \$0.039/sq. ft. of impervious area
  - 2<sup>nd</sup> installment for new street sweeper - \$90,000
  - Debt service for drainage projects included in the 2009A Bond Issue

## 2011 Budget Highlights

12

- 2011 Proceeds from the County Public Safety Sales Tax #2
  - \$200,000 for large equipment replacement (dump trucks, police cars)
  - \$190,000 for 2011 information technology initiatives
    - server replacements, video surveillance, Public Works management software and technology updates for the Council Chambers

## Proposed 2011 CIP Plan

13

- Total = \$4,080,239
- CARS funding
  - \$458,500
- Use of some reserves
  - \$575,000

### Projects Funded in the Proposed 2011 CIP Plan

ADA compliance program  
 Cambridge Street (bond project)  
 Concrete Repair Program  
 Drainage Repair Program  
 Mission Road Culvert Replacement  
 Nall Ave - 75th St to 79th St (CARS)  
 Swimming Pool Reserve  
 Trail project - match for possible grant  
 Weltner Park

## What's Next?

14

- Adoption of the Budget – August 2<sup>nd</sup>
- Submission of the Budget to the County Clerk by August 25<sup>th</sup>



City of Prairie Village

2011

**Computation to Determine Limit for 2011**

		<b>Amount of Levy</b>
1. Total Tax Levy Amount in 2010 Budget		+ \$ 5,129,110
2. Debt Service Levy in 2010 Budget		- \$ <u>250,000</u>
3. Tax Levy Excluding Debt Service		\$ <u>4,879,110</u>
 <b>2010 Valuation Information for Valuation Adjustments:</b>		
4. New Improvements for 2010:	+ <u>680,582</u>	
5. Increase in Personal Property for 2010:		
5a. Personal Property 2010	+ 2,278,980	
5b. Personal Property 2009	- <u>2,699,762</u>	
5c. Increase in Personal Property (5a minus 5b)	+ <u>0</u>	
		(Use Only if > 0)
6. Valuation of annexed territory for 2010:		
6a. Real Estate	+ 0	
6b. State Assessed	+ <u>0</u>	
6c. New Improvements	- <u>0</u>	
6d. Total Adjustment (Sum of 6a, 6b, and 6c)	+ <u>0</u>	
7. Valuation of Property that has Changed in Use during 2010:		<u>836</u>
8. Total valuation Adjustment (Sum of 4, 5c, 6d & 7)		<u>681,418</u>
9. Total Estimated Valuation July 1, 2010	<u>280,300,551</u>	
10. Total Valuation less Valuation Adjustment (9 minus 8)		<u>279,619,133</u>
11. Factor for Increase (8 divided by 10)		<u>0.00244</u>
12. Amount of Increase (11 times 3)		+ \$ <u>11,890</u>
13. Maximum Tax Levy, excluding debt service, without an Ordinance (3 plus 12)		\$ <u>4,891,000</u>
14. Debt Service Levy in this 2011 Budget		<u>1,338,398</u>
15. Maximum levy, including debt service, without an Ordinance (13 plus 14)		<u>6,229,398</u>

If the 2011 budget includes tax levies exceeding the total on line 15, you must adopt an ordinance to exceed this limit, publish the ordinance, and attach a copy of the published ordinance to this budget.



**Allocation of Motor, Recreational, 16/20M Vehicle Tax & Slider**

Budgeted Funds for 2010	Budget Tax Levy Amt for 2010	Allocation for Year 2011			
		MVT	RVT	16/20M Veh	Slider
General	4,879,110	344,078	657	562	0
Bond & Interest	250,000	224,000	427	366	0
<b>TOTAL</b>	<b>5,129,110</b>	<b>568,078</b>	<b>1,084</b>	<b>928</b>	<b>0</b>

County Treas Motor Vehicle Estimate	<u>568,078</u>			
County Treasurers Recreational Vehicle Estimate		<u>1,084</u>		
County Treasurers 16/20M Vehicle Estimate			<u>928</u>	
County Treasurers Slider Estimate				<u>0</u>
Motor Vehicle Factor	<u>0.11076</u>			
Recreational Vehicle Factor		<u>0.00021</u>		
16/20M Vehicle Factor			<u>0.00018</u>	
Slider Factor				<u>0.00000</u>





**STATEMENT OF CONDITIONAL LEASE-PURCHASE AND CERTIFICATE OF PARTICIPATION\***

Item Purchased	Contract Date	Term of Contract (Months)	Interest Rate %	Total Amount Financed (Beginning Principal)	Principal Balance On Jan 1 2010	Payments Due 2010	Payments Due 2011
NONE							
<b>Totals</b>					<b>0</b>	<b>0</b>	<b>0</b>

\*\*\*If you are merely leasing/renting with no intent to purchase, do not list--such transactions are not lease-purchases.







City of Prairie Village

2011

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget Special Highway	Prior Year Actual 2009	Current Year Estimate 2010	Proposed Budget Year 2011
Unencumbered Cash Balance Jan 1	0	0	0
Receipts:			
State of Kansas Gas Tax	548,037	540,000	540,000
County Transfers Gas	0	0	0
Interest on Idle Funds	0		
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>548,037</b>	<b>540,000</b>	<b>540,000</b>
<b>Resources Available:</b>	<b>548,037</b>	<b>540,000</b>	<b>540,000</b>
Expenditures:			
Transfer to Capital Projects Fund	548,037	540,000	540,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
<b>Total Expenditures</b>	<b>548,037</b>	<b>540,000</b>	<b>540,000</b>
Unencumbered Cash Balance Dec 31	0	0	0

2009 Budget Authority Limited Amount: 636,540

Violation of Budget Law for 2009:

Possible Cash Violation for 2009:

Adopted Budget

Solid Waste Management	Prior Year Actual 2009	Current Year Estimate 2010	Proposed Budget Year 2011
Unencumbered Cash Balance Jan 1	188,879	178,638	124,465
Receipts:			
Charges for Services	1,383,667	1,452,625	1,674,700
Licenses & Permits	970	4,000	4,000
Interest on Idle Funds	1,484	1,000	1,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>1,386,121</b>	<b>1,457,625</b>	<b>1,679,700</b>
<b>Resources Available:</b>	<b>1,575,000</b>	<b>1,636,263</b>	<b>1,804,165</b>
Expenditures:			
Solid Waste & Recycling Collection	1,396,362	1,511,798	1,660,573
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
<b>Total Expenditures</b>	<b>1,396,362</b>	<b>1,511,798</b>	<b>1,660,573</b>
Unencumbered Cash Balance Dec 31	178,638	124,465	143,592

2009 Budget Authority Limited Amount: 1,407,958

Violation of Budget Law for 2009:

Possible Cash Violation for 2009:



City of Prairie Village

2011

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget Stormwater Utility	Prior Year Actual 2009	Current Year Estimate 2010	Proposed Budget Year 2011
Unencumbered Cash Balance Jan 1	0	0	250,573
Receipts:			
Licenses & Permits	2,310	4,600	4,600
Charges for Services	1,423,019	1,493,624	1,532,627
Interest on Idle Funds	2,782	2,500	1,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>1,428,111</b>	<b>1,500,724</b>	<b>1,538,227</b>
<b>Resources Available:</b>	<b>1,428,111</b>	<b>1,500,724</b>	<b>1,788,800</b>
Expenditures:			
Contract Services	0	25,000	2,500
Transfer to the General Fund	338,494	443,551	450,000
Transfer to the Capital Projects Fund	1,089,617	225,071	773,219
Transfer to the Equipment Reserve Fund	0	90,000	90,000
Transfer to the Bond & Interest Fund	0	453,929	450,081
Miscellaneous		12,600	23,000
Does miscellaneous exceed 10% of Total Expenditures			
<b>Total Expenditures</b>	<b>1,428,111</b>	<b>1,250,151</b>	<b>1,788,800</b>
Unencumbered Cash Balance Dec 31	0	250,573	0

2009 Budget Authority Limited Amount: 1,443,413

Violation of Budget Law for 2009:

Possible Cash Violation for 2009:

Adopted Budget

Special Parks	Prior Year Actual 2009	Current Year Estimate 2010	Proposed Budget Year 2011
Unencumbered Cash Balance Jan 1	21,331	2,751	2,751
Receipts:			
Intergovernmental	86,137	86,000	86,000
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>86,137</b>	<b>86,000</b>	<b>86,000</b>
<b>Resources Available:</b>	<b>107,468</b>	<b>88,751</b>	<b>88,751</b>
Expenditures:			
Transfer to Capital Projects Fund	104,717	86,000	86,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
<b>Total Expenditures</b>	<b>104,717</b>	<b>86,000</b>	<b>86,000</b>
Unencumbered Cash Balance Dec 31	2,751	2,751	2,751

2009 Budget Authority Limited Amount: 104,717

Violation of Budget Law for 2009:

Possible Cash Violation for 2009:

City of Prairie Village

2011

**FUND PAGE FOR FUNDS WITH NO TAX LEVY**

Adopted Budget Special Alcohol	Prior Year Actual 2009	Current Year Estimate 2010	Proposed Budget Year 2011
Unencumbered Cash Balance Jan 1	12,738	32,445	31,744
Receipts:			
Intergovernmental	86,130	86,000	86,000
Interest on Idle Funds	12	0	0
Miscellaneous	0	0	0
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>86,142</b>	<b>86,000</b>	<b>86,000</b>
<b>Resources Available:</b>	<b>98,880</b>	<b>118,445</b>	<b>117,744</b>
Expenditures:			
Public Safety	52,069	71,701	73,939
Alcohol Programs	14,366	15,000	15,000
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
<b>Total Expenditures</b>	<b>66,435</b>	<b>86,701</b>	<b>88,939</b>
Unencumbered Cash Balance Dec 31	32,445	31,744	28,805

2009 Budget Authority Limited Amount: 99,616

Violation of Budget Law for 2009:

Possible Cash Violation for 2009:

Adopted Budget

0	Prior Year Actual 2009	Current Year Estimate 2010	Proposed Budget Year 2011
Unencumbered Cash Balance Jan 1		0	0
Receipts:			
Interest on Idle Funds			
Miscellaneous			
Does miscellaneous exceed 10% of Total Receipts			
<b>Total Receipts</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Resources Available:</b>	<b>0</b>	<b>0</b>	<b>0</b>
Expenditures:			
Miscellaneous			
Does miscellaneous exceed 10% of Total Expenditures			
<b>Total Expenditures</b>	<b>0</b>	<b>0</b>	<b>0</b>
Unencumbered Cash Balance Dec 31	0	0	0

2009 Budget Authority Limited Amount: 0

Violation of Budget Law for 2009:

Possible Cash Violation for 2009:

2011

0

**NON-BUDGETED FUNDS (A)**  
(Only the actual budget year for 2009 is to be shown)

Non-Budgeted Funds-A

(1) Fund Name:		(2) Fund Name:		(3) Fund Name:		(4) Fund Name:		(5) Fund Name:		
Capital Projects		Risk Management Reserve		Economic Development		Equipment Reserve		Grants		
Unencumbered		Unencumbered		Unencumbered		Unencumbered		Unencumbered		<b>Total</b>
Cash Balance Jan 1	2,476,953	Cash Balance Jan 1	67,775	Cash Balance Jan 1	2,314,482	Cash Balance Jan 1	275,478	Cash Balance Jan 1	0	5,134,688
Receipts:		Receipts:		Receipts:		Receipts:		Receipts:		
Intergovernmental	314,332	Interest on Idle Funds	0	Interest on Idle Funds	32,665	Interest on Idle Funds	3,914	Intergovernmental	37,890	
Trans fr General Fund	2,167,126	Trans fr General Fund	35,000	Trans fr General Fund	0	Trans fr General Fund	648,484			
Trans fr Spec Highway	548,036	Trans fr Spec Alcohol	0			Trans fr Eco Dev Fund	40,000			
Trans fr Spec Park	104,717	Insurance Reimb	1,604			Intergovernmental	39,745			
Trans fr Eco Devo	0									
Trans fr Stormwater	1,089,617									
Bond Proceeds	10,221,329									
Interest on Idle Funds	14,564									
Total Receipts	14,459,721	Total Receipts	36604	Total Receipts	32665	Total Receipts	732143	Total Receipts	37890	15,299,023
Resources Available:	16,936,674	Resources Available:	104,379	Resources Available:	2,347,147	Resources Available:	1,007,621	Resources Available:	37,890	20,433,711
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:		
Infrastructure	5,622,455	Insurance Deductibles	21,362	Community Dev	126,769	Equipment Purchases	278,793	Public Safety	22,890	
				Trans to Capital Proj	0			Comm Dev	15,000	
				Trans to Equip Resv	40,000					
Total Expenditures	5,622,455	Total Expenditures	21362	Total Expenditures	166769	Total Expenditures	278793	Total Expenditures	37890	6,127,269
Cash Balance Dec 31	11,314,219	Cash Balance Dec 31	83,017	Cash Balance Dec 31	2,180,378	Cash Balance Dec 31	728,828	Cash Balance Dec 31	0	14,306,442 **
										14,306,442 **

\*\*Note: These two block figures should agree.



**City of Prairie Village  
2011 Budget  
Budget Summary - All Funds**

	<b>General Fund</b>	<b>Solid Waste Management</b>	<b>Special Highway</b>	<b>Stormwater Utility</b>	<b>Special Parks &amp; Rec</b>	<b>Special Alcohol</b>	<b>Bond &amp; Interest</b>
Fund Balance 1/1	4,134,437	124,465	-	250,573	2,751	31,744	20,013
<b>Revenues:</b>							
Property Taxes	3,986,159	-	-	-	-	-	1,338,398
Sales Taxes	4,209,525	-	-	-	-	-	-
Use Tax	660,164	-	-	-	-	-	-
Motor Vehicle Tax	345,297	-	-	-	-	-	224,793
Liquor Tax	86,000	-	-	-	86,000	86,000	-
Franchise Fees	1,785,800	-	-	-	-	-	-
Licenses & Permits	454,900	4,000	-	4,600	-	-	-
Intergovernmental	-	-	540,000	-	-	-	-
Charges for Services	1,743,000	1,674,700	-	1,532,627	-	-	-
Fines & Fees	1,092,000	-	-	-	-	-	-
Recreational Fees	448,950	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-	-
Interest on Investments	100,000	1,000	-	1,000	-	-	-
Miscellaneous	138,700	-	-	-	-	-	-
<b>Total Revenue</b>	<b>15,050,495</b>	<b>1,679,700</b>	<b>540,000</b>	<b>1,538,227</b>	<b>86,000</b>	<b>86,000</b>	<b>1,563,191</b>
<b>Transfers from Other funds:</b>							
Transfer from General Fund	-	-	-	-	-	-	-
Transfer from Solid Waste Management	-	-	-	-	-	-	-
Transfer from Stormwater Utility Fund	450,000	-	-	-	-	-	450,081
Transfer from Special Highway Fund	-	-	-	-	-	-	-
Transfer from Special Parks & Rec Fund	-	-	-	-	-	-	-
Transfer from Special Alcohol Fund	-	-	-	-	-	-	-
<b>Total</b>	<b>450,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>450,081</b>
<b>Total Sources</b>	<b>15,500,495</b>	<b>1,679,700</b>	<b>540,000</b>	<b>1,538,227</b>	<b>86,000</b>	<b>86,000</b>	<b>2,013,272</b>
<b>Expenditures:</b>							
Personal Services	8,439,103	23,603	-	-	-	66,670	-
Contract Services	4,119,898	1,636,770	-	2,500	-	18,409	-
Commodities	963,090	200	-	-	-	3,860	-
Capital Outlay	454,950	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-	1,966,275
Infrastructure	-	-	-	-	-	-	-
Equipment Reserve	-	-	-	-	-	-	-
Risk Management Reserve	-	-	-	-	-	-	-
Capital Project Reserve	-	-	-	-	-	-	-
Contingency	500,000	-	-	23,000	-	-	-
<b>Total Expenditures</b>	<b>14,477,041</b>	<b>1,660,573</b>	<b>-</b>	<b>25,500</b>	<b>-</b>	<b>88,939</b>	<b>1,966,275</b>
<b>Transfers to Other Funds:</b>							
Transfer to General Fund	-	-	-	450,000	-	-	-
Transfer to Bond & Interest Fund	-	-	-	450,081	-	-	-
Transfer to Capital Projects Fund	816,649	-	540,000	773,219	86,000	-	-
Transfer to Risk Management Fund	35,000	-	-	-	-	-	-
Transfer to Economic Development Fund	-	-	-	-	-	-	-
Transfer to Equipment Reserve Fund	222,000	-	-	90,000	-	-	-
<b>Total</b>	<b>1,073,649</b>	<b>-</b>	<b>540,000</b>	<b>1,763,300</b>	<b>86,000</b>	<b>-</b>	<b>-</b>
<b>Total Uses</b>	<b>15,550,690</b>	<b>1,660,573</b>	<b>540,000</b>	<b>1,788,800</b>	<b>86,000</b>	<b>88,939</b>	<b>1,966,275</b>
Sources Over(Under) Uses	(50,195)	19,127	-	(250,573)	-	(2,939)	46,997
Fund Balance @ 12/31	4,084,242	143,592	-	-	2,751	28,805	67,010

**City of Prairie Village  
2011 Budget  
Budget Summary - All Funds**

	<b>Subtotal - Budgeted Funds</b>	<b>Capital Projects</b>	<b>Risk Management</b>	<b>Economic Development</b>	<b>Equipment Reserve</b>	<b>All Funds Total</b>
Fund Balance 1/1	4,563,983	2,276,614	78,117	2,117,678	166,354	9,202,746
<b>Revenues:</b>						
Property Taxes	5,324,557	-	-	-	-	5,324,557
Sales Taxes	4,209,525	-	-	-	-	4,209,525
Use Tax	660,164	-	-	-	-	660,164
Motor Vehicle Tax	570,090	-	-	-	-	570,090
Liquor Tax	258,000	-	-	-	-	258,000
Franchise Fees	1,785,800	-	-	-	-	1,785,800
Licenses & Permits	463,500	-	-	-	-	463,500
Intergovernmental	540,000	458,500	-	-	-	998,500
Charges for Services	4,950,327	-	-	-	-	4,950,327
Fines & Fees	1,092,000	-	-	-	-	1,092,000
Recreational Fees	448,950	-	-	-	-	448,950
Bond Proceeds	-	-	-	-	-	-
Interest on Investments	102,000	-	300	10,000	500	112,800
Miscellaneous	138,700	-	-	-	-	138,700
<b>Total Revenue</b>	<b>20,543,613</b>	<b>458,500</b>	<b>300</b>	<b>10,000</b>	<b>500</b>	<b>21,012,913</b>
<b>Transfers from Other funds:</b>						
Transfer from General Fund	-	642,456	35,000	-	222,000	899,456
Transfer from Solid Waste Management	-	-	-	-	-	-
Transfer from Stormwater Utility Fund	900,081	773,219	-	-	90,000	1,763,300
Transfer from Special Highway Fund	-	540,000	-	-	-	540,000
Transfer from Special Parks & Rec Fund	-	86,000	-	-	-	86,000
Transfer from Special Alcohol Fund	-	-	-	-	-	-
<b>Total</b>	<b>900,081</b>	<b>2,041,675</b>	<b>35,000</b>	<b>-</b>	<b>312,000</b>	<b>3,288,756</b>
<b>Total Sources</b>	<b>21,443,694</b>	<b>2,500,175</b>	<b>35,300</b>	<b>10,000</b>	<b>312,500</b>	<b>24,301,669</b>
<b>Expenditures:</b>						
Personal Services	8,529,376	-	-	-	-	8,529,376
Contract Services	5,777,577	-	15,000	82,700	-	5,875,277
Commodities	967,150	-	-	-	-	967,150
Capital Outlay	454,950	-	-	-	453,595	908,545
Debt Service	1,966,275	-	-	-	-	1,966,275
Infrastructure	-	4,080,239	-	-	-	4,080,239
Equipment Reserve	-	-	-	-	-	-
Risk Management Reserve	-	-	-	-	-	-
Capital Project Reserve	-	-	-	-	-	-
Contingency	523,000	-	-	-	-	523,000
<b>Total Expenditures</b>	<b>18,218,328</b>	<b>4,080,239</b>	<b>15,000</b>	<b>82,700</b>	<b>453,595</b>	<b>22,849,862</b>
<b>Transfers to Other Funds:</b>						
Transfer to General Fund	450,000	-	-	-	-	450,000
Transfer to Bond & Interest Fund	450,081	-	-	-	-	450,081
Transfer to Capital Projects Fund	2,215,868	-	-	-	-	2,215,868
Transfer to Risk Management Fund	35,000	-	-	-	-	35,000
Transfer to Economic Development Fund	-	-	-	-	-	-
Transfer to Equipment Reserve Fund	312,000	-	-	-	-	312,000
<b>Total</b>	<b>3,462,949</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,462,949</b>
<b>Total Uses</b>	<b>21,681,277</b>	<b>4,080,239</b>	<b>15,000</b>	<b>82,700</b>	<b>453,595</b>	<b>26,312,811</b>
Sources Over(Under) Uses	(237,583)	(1,580,064)	20,300	(72,700)	(141,095)	(2,011,142)
Fund Balance @ 12/31	4,326,400	696,550	98,417	2,044,978	25,259	7,191,604

**City of Prairie Village**  
**Budget Gap Reduction Strategies**  
As of 7-19-10

<b>Potential Reduction in the Budget Gap</b>
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Item	Description	Background/Impact on Operations	Potential Reduction in the Budget Gap		Comments
			2010	2011	
<b>2010 &amp; 2011 Budget Strategies - Based on Council Discussion, May 2010</b>					
1	Use of Jail Sales Tax 2	Technology projects = \$190,000 PW large dump truck = \$100,000 PW dump truck (partial) = \$28,000 3 Police Vehicles = \$72,000		\$ (200,000)	Estimated revenue for 2011: \$390,000  Currently the equipment replacements are included in the General Fund. This action would result in a relief to the General Fund.
2	Reduce transfer to the Capital Improvement Program (CIP)	See attached CIP budget worksheet. Cuts based on Council vote and feedback on May 17th.		\$ (940,757)	
3	Mercer Group - PW Director Search	Cancel contract and proceed with search managed by staff / Council. Mercer Group has been contacted and is not requesting a cancelation fee.	\$ (20,000)	\$ -	
4	WC Insurance Coverage	The Insurance Committee explored the possibility of joining KERIT insurance pool for workers comp insurance, but decided to wait until next year. KERIT's premiums are less than the latest renewal premium. In addition, it is first dollar coverage with no deductibles.		\$ (20,000)	Reflects transferring to KERIT at 1/1/2011 and reflects cancelation penalty. **Referred to Insurance Committee for review/consideration.
5	Employee Merit Pool	A smaller increase results in lower increases in FICA, retirement, etc. May have negative impact on morale. Neighboring cities have had RIFs and are projecting increases from 0% to 4%.	-	\$ (75,000)	Scenarios examined: 0%, 1%, 2%, 3%, 4% Altered Step program for PD Original budget 4% assumption. Scenario: 3%
6	MPR Renovation		\$ (30,000)	\$ -	postpone renovation
7	Reduce Tree Trimming Program - reduce contract amount	The City contracts with a landscaping contractor to trim and maintain street trees at a minimum level. The reduction in cost is a temporary measure and not sustainable.	\$0	\$ (25,000)	2009 Budget = \$100,000 reduced in 2010 to \$50,000 proposed to increase to \$100,000 in 2011 reflects reducing proposed 2011 amount from \$100,000 to \$75,000
8	5 Year Traffic Study	Per the Police Chief and Interim Public Works Director, the study can be reduced in scope for this 5-year period to focus on a couple of areas. The City Attorney researched the topic and concluded the study is optional - not a legal requirement.		\$ (45,000)	Reflects reducing the proposed 2011 amount from \$50,000 to \$5,000.
9	Public Works Director Office Furniture	New office furniture was budgeted in 2011 but removed by Council during the budget worksession on 6/14/10.		\$ (5,000)	
10	Mill levy increase - maintain property tax revenue	With the assessed valuation estimate for 2011 as of 7-1-10, 1 mill would raise \$280,000. The property tax collections have declined the past two years due to decreases in assessed valuation.		\$ (169,193)	
11	Other items identified by staff		\$ -	\$ (38,198)	Various smaller items identified by departments
<b>Totals</b>				<u><u>(50,000)</u></u>	<u><u>(1,518,148)</u></u>

**City of Prairie Village**  
**Budget Gap Reduction Strategies**  
As of 7-19-10

Potential Reduction in the Budget Gap	
2010	2011

Item	Description	Background/Impact on Operations	Potential Reduction in the Budget Gap		Comments
2010 & 2011 Budget Strategies - Other Possible Considerations					
12	Evaluate the Arts Council budget	Reduced Programs	(3,375)	\$ (3,375)	Reduce by 25%
13	Evaluate the Environmental Committee budget	Reduced Programs	(2,000)	\$ (2,000)	Reduce by 25%
14	Evaluate the Sister City budget	Reduced Programs	(1,000)	\$ (1,000)	Reduce by 25%
15	Reduce training/travel	Staff members have certifications to maintain as well as have the need to remain current on issues.	?	?	In depth review in 2010. Includes Council and staff. \$42,700 Council \$36,055 Staff (training not required to maintain certifications)
16	Employee Health Insurance - make changes to the employer/employee cost sharing arrangement or make changes to the plan design	Could affect employee morale, especially when coupled with low raises. Could have a negative effect on recruitment.	-	?	2011 Requested budget includes a 10% increase in the cost for this benefit.
17	Reduce/eliminate City contribution to the UCS Human Service Fund	The City provides support to the United Community Services Human Services Fund in addition to the dollars provided to the alcohol agencies.	(6,500)	\$ (6,500)	
18	NEJCCC Golf Tournament	This event is a Chamber fundraiser and provides a good networking opportunity with chamber business members as well as chamber staff.	(800)	\$ (800)	2010 Budget = \$800
19	Security at Council Meetings	The Council would need to make the decision to eliminate this service	(1,600)	\$ (3,600)	Initiated in Fall 2008.
20	SMEF	Is done to show support of our school district community partner.	(1,100)	\$ (1,100)	2010 Budget = \$1,100
21	Evaluate crossing guard program - reduce number of locations based on evaluation of the number of students using the crossing, etc.	The City currently provides crossing guards at 10 locations.	?	?	2010 Budget = \$5,117 per guarded location
22	Weather Service - discontinue and use Johnson County	Constant contact during storm events, pool uses it, accurate		\$ (9,000)	2011 Requested = \$9,000
23	2010 Tech Fund	There is a list of projects that are not currently funded to which any project savings will be applied. Project priorities are determined by the staff IT Committee and IT consultant.	\$ -	\$ -	
24	Reduce transfer to the Capital Improvement Program (CIP)	Park projects - Trails Pending KDOT Grant Application. Awarded projects announced in late June 2010.		\$ (366,000)	This number represents the matching funds that would be required should the City receive the full grant.
<b>Totals</b>			<b>(16,375)</b>	<b>(393,375)</b>	



**City of Prairie Village**  
**Budget Gap Reduction Strategies**  
As of 7-19-10

<b>Potential Reduction in the Budget Gap</b>
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Item	Description	Background/Impact on Operations	Potential Reduction in the Budget Gap		Comments
			2010	2011	
<b>Considered, Not Recommending</b>					
25	Sales tax referendum for a dedicated purpose such as parks and / or streets	Would require a vote of the citizens KS State approved a 1% increase, which takes the City's rate to 8.525%. If 1% is granted for the CIDs, the City's sales tax rate at the two centers would be 9.525%. A half cent for a dedicated purpose would take the City's rate to 10.025%.	-	?	1/4 cent = \$500,000 1/2 cent = \$1,000,000
26	Use of fund balance - decrease reserve level below 25%	During the 2010 budget process, the City Council established a reserve level of 25% budgeted revenues. To balance the 2010 budget, the City used the reserves in excess of the 25% reserve level. While this is an appropriate use of fund balance, it is not sustainable. Reserves in excess of the 25% will not be available for the 2011 budget. Lowering reserves below 25% could affect the City's new AAA bond rating. In addition, reserves used would need to be replenished. Staff is not forecasting any reserves in excess of the requirement at the end of 2010 due to revenue declines.		?	Fund Balance at 12/31/09 = \$4,934,235 which is 29.4% of 2009 budgeted revenues. However, \$690,000 of fund balance was used to balance the 2010 budget and the rest will likely need to be used to cover the sales tax shortfalls in 2010. 5.4% of 2009 Budgeted Revenues = \$906,841
27	Reduce transfer to the Capital Improvement Program (CIP)	Community Center Feasibility Study	\$ (50,000)		
28	Reduce transfer to the Capital Improvement Program (CIP)	Replace Mission Road crosswalks	\$ (130,000)		
29	Reduce transfer to the Capital Improvement Program (CIP)	Park project - Weltner Park		\$ (270,000)	This portion of the Parks Master Plan could be delayed or cancelled
30	Pool closing on weekdays after the start of school	Closing the pool Mon-Thurs. would save wages of concession and life guards less lost revenue	\$ (7,000)	\$ (7,000)	Pool salaries only - doesn't factor in chemicals, utilities, etc.
31	Make our own signs				2011 Requested = \$30,000 Not sure the state of the machinery. Not sure how much manpower would be required. Would likely need to purchase new equip and would have on-going maint of equip
32	Convert contracted street maintenance services to in-house.	City would have to buy equipment. Would have to increase seasonal staff to do things regular staff can't get to because they are now doing these street maint items. Increases training costs. Increases danger to staff because on the street and not on there now.	\$30,000	\$ (30,000)	These programs are the best preventative maintenance programs for pavement
33	Elimination of positions with elimination of an associated program	Positions (3FTE's) were eliminated in the 2010 budget. Any further reductions in staff would affect programs and could not be done without reducing or eliminating services or programs.	?	?	At critical staffing point where eliminating positions will eliminate programs or services **Last resort item

**City of Prairie Village**  
**Budget Gap Reduction Strategies**  
As of 7-19-10

Item	Description	Background/Impact on Operations	Potential Reduction in the Budget Gap		Comments
			2010	2011	
34	Expanded use of Economic Development Fund	The definition contained in the ordinance would need to be reviewed and potentially changed. Currently, no new funding sources for this fund have been identified, so the fund balance could deplete more quickly.	?	?	Fund Balance at 5/6/10 = \$2,100,000
35	Extended Service - Crime Prevention (1 officer)	This officer is the face of the PD to businesses and homes associations, is the victim assistance advocate, provides crime intel from other cities, provides back fill for patrol and other emergency operations as well as special events. The community feelings about this position are high.	(56,594)	\$ (75,386)	2011 requested budget = \$75,386 2010 budget non personal services = \$7,110 2011 budget non personal services = \$4,425 What happens to the officer in this program? If don't reduce total staff count, would only save non-personal services costs. 2010 savings reflects 6 months of savings.
36	Extended Service - SIU (2 detectives)	These officers provide crime intel to the rest of the department and the reputation of having such a unit is a possible deterrent to drug activity in PV. These positions also work traditional cases and provide assistance to patrol in emergency situations.	(89,239)	\$ (180,080)	2011 requested budget = \$180,080 2010 budget non personal services = \$12,657 2011 budget non personal services = \$6,625 If don't reduce total staff count, would only save non-personal services costs. 2010 savings reflects 6 months of savings.
37	Snow removal program	Minor arterials are done first, collectors second. Local streets are done when there is more than four inches of snow. Building and Park parking lots are done after collectors. Very few citizen complaints.	\$0	\$ -	2011 Requested Budget \$97,000
38	Use of fund balance in excess of the 25% reserve level, if available	During the 2010 budget process, the City Council established a reserve level of 25% budgeted revenues. To balance the 2010 budget, the City used the reserves in excess of the 25% reserve level. While this is an appropriate use of fund balance, it is not sustainable. Reserves in excess of the 25% will not be available for the 2011 budget. Lowering reserves below 25% could affect the City's new AAA bond rating. In addition, reserves used would need to be replenished. Staff is not forecasting any reserves in excess of the requirement at the end of 2010 due to revenue declines.	\$ -	\$ -	Fund Balance at 12/31/09 = \$4,934,235 which is 29.4% of 2009 budgeted revenues. However, \$690,000 of fund balance was used to balance the 2010 budget and the rest will likely need to be used to cover the sales tax shortfalls in 2010. 5.4% of 2009 Budgeted Revenues = \$906,841
39	Elections - Change the election cycle so that the elections are at the same time as general election - eliminate the special election cost.	If the City changed the election cycle to the odd years, the County pays for the general election. This change would take 3 - 7 years to transition.	-	\$ -	Would have to pass ordinances in 2011 in order to realize savings at the earliest possible time, which is 2015. Shawnee started this transition in 2010.
<b>Totals</b>			<b>(302,833)</b>	<b>(562,466)</b>	

**City of Prairie Village**  
**Capital Improvement Projects - Budget Worksheet**  
As of 7-19-10

Item	Project	Estimated Project Cost	Adjustment based on Council 6/21	Adjusted Project Funding	Comments
<b>Capital Improvement Reduction</b>					
1	City Hall / Police Dept patio replacement	\$ 240,000	\$ (240,000)	\$ -	Represents a shift of the project.
2	Franklin Park uncommitted	\$ 100,000	\$ (100,000)		Project bid below budget amount
3	Parks funding (Schliffke Park)	\$ 212,500	\$ (212,500)	\$ -	
4	Traffic Calming Program	\$ 40,000	\$ (40,000)	\$ -	Funding from prior years available for add'l projects
5	Street Rehab (75th Street - State Line to Mission Rd)	\$ 1,447,000	\$ (600,000)	\$ 847,000	The remaining funding represents a mill / overlay project with concrete repair for 75th Street.
6	Street Rehab / Paving	\$ -	\$ 251,743	\$ 251,743	Funds to rebuild streets needing significant work. 22 streets with PCI < 65.

**\$ 2,039,500** | **\$ (940,757)** = reduction to the General Fund transfer

**City of Prairie Village**  
**Capital Improvement Projects - Budget Worksheet**  
As of 7-19-10

**Funded Projects in the Proposed CIP Plan**

Projects not listed on Budget Reduction Gap Recommendations and not under contract.

	<b>2010</b>	<b>2011</b>
Swimming Pool Reserve		\$ 100,000
Community Center Feasibility Study	\$ 50,000	
Weltner Park	\$ 20,000	\$ 250,000
Trail project - match for possible grant		\$ 366,000
Mission Road Culvert Replacement		\$ 84,000
Drainage Repair Program	\$ 176,071	\$ 300,000
Roe Ave - NCL to 63rd St	\$ 30,000	
83rd St - Roe Ave to Nall Ave (BOND)	\$ 700,000	
75th Place CDBG	\$ 251,000	
Mission Road - Mission Hills Project	\$ 75,000	
Somerset Dr - Mission Rd to Roe Ave (BOND)	\$ 1,221,000	
State Line Rd - KCMO Project	\$ 175,000	
Nall Ave - 75th St to 79th St (CARS)	\$ 91,000	\$ 924,000
Cambridge (BOND)	\$ 27,100	\$ 680,000
Public Safety - Roof replacement	\$ 75,000	
Energy Improvements (BOND)	\$ 370,000	
ADA compliance program	\$ 25,000	\$ 25,000
Concrete Repair Program	\$ 630,000	\$ 662,000
	<b>\$ 3,916,171</b>	<b>\$ 3,391,000</b>

City of Prairie Village  
 Capital Improvement Projects  
 As of 7-19-10

Street Segments and Condition = PCI rating < 65				
Number	Street	From	To	Rating
1	FONTICELLO STREET	67TH STREET	71ST STREET	46
2	71ST TERRACE	STATELINE ROAD	EATON STREET	51
3	ROSEWOOD DRIVE	87TH STREET	SOMERSET DRIVE	52
4	LINDEN DRIVE CDS	86TH STREET	LINDEN DRIVE CDS	57
5	68TH STREET	ROE AVENUE	FONTICELLO STREET	58
6	ROSEWOOD DRIVE CDS	ROSEWOOD DR CDS	ROSEWOOD DR CDS	59
7	WINDSOR STREET	CHEROKEE DRIVE	75TH STREET	59
8	DELMAR STREET CDS	DELMAR ST CDS	SOMERSET DR	60
9	75TH STREET	BELINDER AVENUE	MISSION ROAD	60
10	78TH STREET	NALL AVENUE	TOMAHAWK ROAD	60
11	81ST STREET CDS	MISSION ROAD	81ST STREET CDS	60
12	72ND TERRACE	MISSION ROAD	VILLAGE DRIVE	61
13	76TH STREET	ROE AVENUE	BRIAR STREET	61
14	64TH STREET	HODGES DRIVE	64TH TERRACE	61
15	84TH STREET	FONTANA ROAD	ROE AVENUE	61
16	90TH TERRACE	DELMAR ROAD	ROE AVENUE	61
17	75TH STREET	STATELINE ROAD	BELINDER AVENUE	62
18	73RD STREET CDS	WINDSOR STREET	73RD STREET CUL-DE-SAC	63
19	83RD TERRACE	ROE AVENUE	BRIAR LANE	63
20	90TH STREET	DELMAR ROAD	ROE AVENUE	63
21	94TH STREET	DELMAR ROAD	ROE AVENUE	63
22	78TH STREET	ROE AVENUE	JUNIPER DRIVE	64

**2010 Total Mill Levy - Average Prairie Village House**

Average Home Price: \$ 205,983

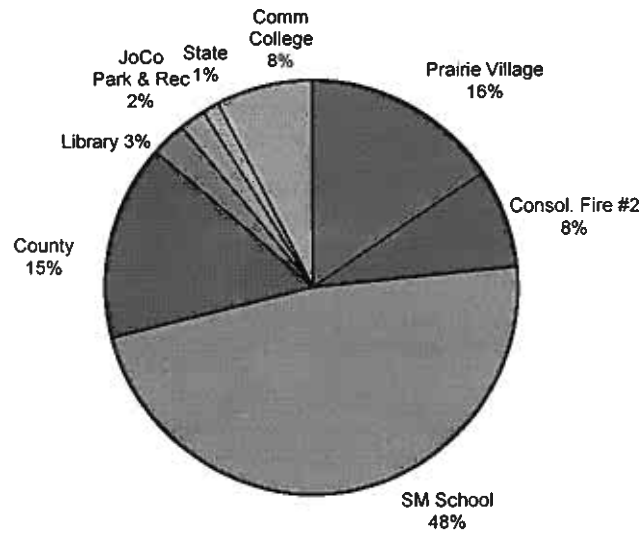
**Mill Levies**

2009/2010 Assessed Value (11.5%): \$ 23,688

			<u>Annual</u>	<u>Monthly</u>
Prairie Village	18.179	Prairie Village	\$ 431	\$ 36
Consol. Fire #2	8.991	Consol. Fire #2	213	18
SM School	55.318	SM School	1,310	109
County	17.716	County	420	35
Library	3.151	Library	75	6
JoCo Park & Rec	2.346	JoCo Park & Rec	56	5
State	1.500	State	36	3
Comm College	8.784	Comm College	208	17
	<u>115.985</u>		<u>\$ 2,749</u>	<u>\$ 229</u>

1 mill for the City = \$280,000  
 1 mill for the average house = \$23.31 (annual)

**2010 Total Mill Levy**



**City of Prairie Village**  
**Comparison of Property Tax Paid on Average House**  
**2009 - 2011**

	<b>Budget Year</b>		
	<b>2009</b>	<b>2010</b>	<b>2011</b>
Average PV Home (1)	\$ 221,344	\$ 218,404	\$ 205,983
Average PV Home Assessed Value (2)	\$ 25,455	\$ 25,116	\$ 23,688
Mill Rate (3)	18.182	18.179	18.871
Total Prairie Village Tax	\$ 462.81	\$ 456.59	\$ 447.02

**Notes**

- (1) Per the County Appraiser.
- (2) Residential property is assessed at 11.5% of the appraised value.
- (3) The amounts for 2009 and 2010 are the final rates per the tax bills. The rate for 2011 is estimated and includes the 0.692 mill increase recommended by the Council Committee on June 21, 2010.

Prepared by: Karen Kindle, Finance Director  
Date: 7/6/2010

## Johnson County Cities Mill Levy Comparison - 2010

City	Mill Levy					Total
	City	Fire	Bond & Interest	Stormwater	Other	
Edgerton	42.893					42.893
Spring Hill	26.686	10.282	2.477		0.173	39.618
Westwood	23.493	8.991				32.484
Mission Hills	20.314	8.991	1.584			30.889
Roeland Park	17.444	8.991	1.326			27.761
Merriam	24.991		2.361			27.352
<b>Prairie Village</b>	<b>17.277</b>	<b>8.991</b>	<b>0.902</b>			<b>27.170</b>
Westwood Hills	18.000	8.991				26.991
Lenexa	17.433		9.141			26.574
Olathe	9.524	1.702	10.844		2.767	24.837
Shawnee	15.019		9.127		0.553	24.699
Gardner	21.551		3.055			24.606
Leawood	17.758		6.501			24.259
Mission	11.182	8.991	1.030	1.005		22.208
Fairway	12.333	8.991	0.520			21.844
Desoto	10.009	7.008	2.253			19.270
Overland Park	3.259	4.658		0.973		8.890

S: 2010 Mill Levies on Each \$1,000 Tangible Assessed Valuation - Johnson County, Kansas worksheet found on the Johnson County Dept of Records & Tax Administration website.

Prepared by: Chris Engel  
Date: 5/14/2010





## ADMINISTRATION

Council Meeting Date: August 2, 2010

### Adoption of the 2011 Budget

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#### SUGGESTED MOTION

Move to adopt the 2011 Budget as published.

#### BACKGROUND

State statutes require that the City publish the proposed budget in the official newspaper of the City and hold a public hearing on the proposed budget prior to adoption. The Council must adopt the budget and submit it to the County Clerk by August 25<sup>th</sup>. The proposed budget was published in the Legal Record on Tuesday, July 20, 2010. The public hearing was held earlier this evening.

#### ATTACHMENTS:

None.

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Prepared By:  
Karen Kindle  
Finance Director  
Date: July 28, 2010



## CODES DEPARTMENT

City Council Meeting Date: August 2, 2010

**Continuation of nuisance abatement hearing regarding 7925 Reinhardt Lane, as requested by Millicent A. Seested pursuant to Section 4-502 of the City of Prairie Village Municipal Code, K.S.A. 12-1617e and Resolution No 2010-10**

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### **RECOMMENDATION**

The Governing Body should continue the public hearing pursuant to Section 4-502 of the City of Prairie Village Municipal Code, K.S.A. 12-1617e and Resolution No 2010-10.

### **BACKGROUND**

On June 7, 2010, the Governing Body approved Resolution No 2010-10 directing the property owner of 7925 Reinhardt Lane to remove and abate the nuisance conditions as outlined in the resolution. The property owner of record, Millicent Seested, requested the Governing Body hold a public hearing at their July 6, 2010 meeting. The Public hearing was held on July 6, 2010 with the owner and members of the public present. After hearing from the property owner and members of the public, the Governing Body voted to continue the public hearing to July 19, 2010. At the July 19, 2010 public hearing it was determined that the property owner had made some progress towards abatement and resolution of the violations. The Governing Body voted to continue the Public Hearing to August 2, 2010.

Staff has attached the original documents from the July 19, 2010 City Council meeting which provide a timeline of events, current code violations and associated ordinance provisions, and photos dated 6-2-2010. Staff will provide additional photos of the property at the August 2, 2010 meeting.

Since the July 19, 2010 City Council meeting a few events have occurred related to the property. The following are the additional events which have occurred since the July 19, 2010 Meeting.

#### *Updates to the Timeline:*

07/28/10 Tim Smith contacted Marcia Gradinger and advised that he and Millicent had meet and discussed an agreement for the sale of the property. Mr. Smith executed a contract and delivered it to Millicent Seested to review. Mr. Smith indicated he anticipates the contract to be signed and completed by 08/02/10 with a closing date of August 18, 2010. Mr. Smith stated that upon closing on the property he will immediately re-roof the property and work with the City to address any other code violations.

*Status of the Property:*

The conditions of the property have slightly improved. As of the date of this memo, the violations existing at the property are as follows: Chipped and peeling paint, deteriorating roof, holes in roofing, non-weather tight structure, rotting wood, missing storm windows, missing and rotten soffits, low sagging power line, overgrown vegetation, dead limbs in trees and on the ground, and generally unsightly, unsafe and unsanitary conditions.

Such conditions are conducive to blight, rodent and insect infestation, and are a menace and dangerous to the health of the inhabitants of the surrounding properties within the neighborhood.

**ATTACHMENTS**

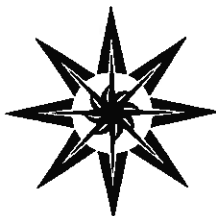
- City Council Packet Information from the July 19, 2010 meeting

**PREPARED BY**

Dennis J. Enslinger

Assistant City Administrator

Date: July 28, 2010



## CODES DEPARTMENT

City Council Meeting Date: July 6, 2010

**Continuation of nuisance abatement hearing regarding 7925 Reinhardt Lane, as requested by Millicent A. Seested pursuant to Section 4-502 of the City of Prairie Village Municipal Code, K.S.A. 12-1617e and Resolution No 2010-10**

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### **RECOMMENDATION**

The Governing Body should continue the public hearing pursuant to Section 4-502 of the City of Prairie Village Municipal Code, K.S.A. 12-1617e and Resolution No 2010-10.

### **BACKGROUND**

On June 7, 2010, the Governing Body approved Resolution No 2010-10 directing the property owner of 7925 Reinhardt Lane to remove and abate the nuisance conditions as outlined in the. The property owner of record, Millicent Seested, requested the Governing Body hold a public hearing at their July 6, 2010 meeting. The Governing Body held a public hearing on July 6, 2010 and after hearing from the property owner and members of the public voted to continue the public hearing to July 19, 2010.

Staff has attached the original documents from the July 6, 2010 City Council meeting which provide a timeline of events, current code violations and associated ordinance provisions, and photos dated 6-2-2010. Staff will provide additional photos of the property at the July 19, 2010 meeting.

Since the July 6, 2010 City Council meeting a few events have occurred related to the property. The following are the additional events which have occurred since the July 6, 2010 Meeting.

#### *Updates to the Timeline:*

- 07/07/10 Marcia Gradinger met with Tim Smith, possible purchaser, and Millicent Seested at the property to discuss the Public Hearing results and possible sale or repair. Smith Brothers Landscape and Ms. Seested agreed to trim all of bushes, vegetation, limbs and remove brush on 07/09/10. Tim Smith will also coordinate having a roofing company look at the roof.
  
- 07/09/10 Dennis Enslinger, Marcia Gradinger, Tim Smith, and Millicent Seested all met at 7925 Reinhardt Lane to discuss issues. Millicent Seested and Tim Smith went into the house to inspect and discuss repair/sale. Later that day, the vegetation was significantly cut and all debris removed. Tree limbs removed from above the power line.

07/14/10 Tim Smith called to advise Millicent Seesteed called him discuss the roof repair. Millicent Seesteed and Tim Smith will meet prior to Monday 7/19 to discuss and take possible further action on repair or sale. Tim Smith indicated that he will appear at Council meeting with Millicent Seesteed on July 19<sup>th</sup>.

*Status of the Property:*

The conditions of the property have slightly improved. As of the date of this memo, the violations existing at the property are as follows: Chipped and peeling paint, deteriorating roof, holes in roofing, non-weather tight structure, rotting wood, missing storm windows, construction material and other debris present, missing and rotten soffits, low sagging power line, old newspapers, rodent harborage, mosquito infestation, and generally unsightly, unsafe and unsanitary conditions.

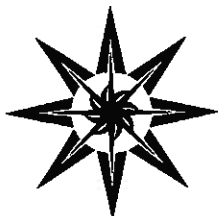
Such conditions are conducive to blight, rodent and insect infestation, and are a menace and dangerous to the health of the inhabitants of the surrounding properties within the neighborhood.

**ATTACHMENTS**

- City Council Packet Information from the July 6, 2010 meeting

**PREPARED BY**

Dennis J. Enslinger  
Assistant City Administrator  
Date: July 16, 2010



## CODES DEPARTMENT

City Council Meeting Date: July 6, 2010

**Conduct nuisance abatement hearing regarding 7925 Reinhardt Lane, as requested by Millicent A. Seested pursuant to Section 4-502 of the City of Prairie Village Municipal Code, K.S.A. 12-1617e and Resolution No 2010-10**

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### **RECOMMENDATION**

The Governing Body should conduct a public hearing pursuant to Section 4-502 of the City of Prairie Village Municipal Code, K.S.A. 12-1617e and Resolution No 2010-10.

### **BACKGROUND**

On June 7, 2010, the Governing Body approved Resolution No 2010-10 directing the property owner of 7925 Reinhardt Lane to remove and abate the nuisance conditions as outlined in the resolution (see attached executed Resolution 2010-09).

As provided in Resolution 2010-10, the property owner of record may request a public hearing regarding the nuisance violation. The property owner of record, Millicent Seested, has requested the Governing Body hold a public hearing at their July 6, 2010 meeting (see attached letter).

Staff has attached the original documents from the June 7, 2010 City Council meeting which provide a timeline of events, current code violations and associated ordinance provisions, and photos dated 6-2-2010.

Since the June 7, 2010 City Council meeting, conditions on the property have continued to deteriorate. Staff will provide additional photos of the site at the July 6<sup>th</sup> meeting. Staff has had several conversations and email correspondence with Ms. Seested regarding this issue since the June 7, 2010 City Council meeting. The following are the additional events which have occurred after the June 7, 2010 Meeting.

#### Updates to the Timeline:

6/8/2010 Letter sent by certified mail/return receipt indicating that the Governing Body approved Resolution 2010-10 and steps for property owner to request a public hearing regarding the nuisance.

6/22/2010 Millicent Seested signed for the Certified Letter dated 6/8/2010

6/23/2010 City Staff hand delivered a letter dated 6/8/2010 and discussed the options with Ms. Seested

6/28/2010 Staff hand delivered a letter to Ms. Seested's Fairway address indicating hearing has been scheduled and requesting her appearance.

*Status of the Property:*

The conditions of the property have continued to deteriorate. As of this date of this memo, the violations existing at the property are as follows: Chipped and peeling paint, deteriorating roof, holes in roofing, non-weather tight structure, rotting wood, missing storm windows, construction material and other debris, missing and rotten soffits, brush and limb pile, dead and broken limbs in trees, overgrown vegetation, dead vegetation, low sagging power line with overgrown or dead limbs on it, old newspapers, rodent harborage, mosquito infestation, and generally unsightly, unsafe and unsanitary conditions.

Such conditions are conducive to blight, rodent and insect infestation, and are a menace and dangerous to the health of the inhabitants of the surrounding properties within the neighborhood.

**ATTACHMENTS**

- Letter from Ms. Seested, dated June 23, 2010, requesting public hearing
- Letters to Ms. Seested, providing information regarding the adoption of Resolution 2010-10 and confirming date of public hearing
- Resolution 2010-10
- City Council Packet Information from June 7, 2010 and associated minutes

**PREPARED BY**

Dennis J. Enslinger  
Assistant City Administrator  
Date: June 30, 2010

June 23, 2010

The City of Prairie Village, Ks,  
C/O Mrs. Joanne Hagen & Jundy, City Clerk  
5700 Mission Rd.  
Prairie Village, Ks  
66205

Re: 7925 Reinhardt Lane  
Prairie Village, Ks.  
66205

Dear Mrs. Jundy:  
As of June 22, 2010 and June 23, 2010,  
I am in receipt and responding to the Notices  
dated June 8, 2010 and received on June 12<sup>th</sup> and  
June 23<sup>rd</sup> 2010 and the Shawnee Mission Post  
office Package on June 22, 2010.

I am requesting for a Hearing as stated  
in the Notice to be scheduled. I had a  
talk with Maria Bradman who delivered a  
Notice to me and advised me to write to  
you direct.

Since I do not drive anymore, would  
you please advise me of the scheduled  
date so I can make transportation arrangements.  
It's been a pleasure residing in Prairie Village  
since June 1956, but "Father Time" has  
caught up with me as I cannot do the things  
I used to do for health reasons and it's  
been hard for maintenance so I need to get  
my affairs in order for the sale of my home.  
I greatly appreciate the kindness and  
consideration that has been afforded me  
by all concerned. Please convey my thanks  
to everyone.

Sincerely,  
Muriel St. Aubert





THE CITY OF PRAIRIE VILLAGE *Star of Kansas*

June 30<sup>th</sup>, 2010

Dear Millicent:

The City of Prairie Village is in receipt of your letter dated June 23<sup>rd</sup>, 2010 as required by the Nuisance Ordinance Appeal Process requirements.

You are requested to appear before the Governing Body at Prairie Village City Hall, 7700 Mission Rd, on July 6<sup>th</sup> at 7:30 pm regarding your property located at 7925 Reinhardt, Prairie Village, Ks.

At the hearing you are requested to provide contractual documents for the repair of all Nuisance Violations or for the sale of the property. If any other parties are involved with the repair of sale of the property they should appear before the Governing Body with you.

If you have any questions please contact me.

Thank You,

A handwritten signature in black ink, appearing to read 'Marcia Gradinger', written over a horizontal line.

Marcia Gradinger  
Code Enforcement Officer  
City of Prairie Village, Ks 66208  
913-385-4605



THE CITY OF PRAIRIE VILLAGE *Star of Kansas* June 8, 2010

Millicent Seested  
7925 Reinhardt  
Prairie Village, KS 66208

RE: 7925 Reinhardt

Dear Mrs. Seested:

On June 7th, 2010 the Governing Body of the City of Prairie Village passed Resolution No. 2010-09 declaring 7925 Reinhardt a Nuisance. As such, Resolution #2010-10 shall serve as the Order for Abatement as outlined in the Resolution. Therefore, you are hereby ordered to abate the nuisance no later than 10 days from the date of receipt of this letter and Resolution No. 2010-10. (attached)

Prior to the expiration of the 10 day period you may request a hearing before the Governing Body by delivering a written request for a hearing to the City Clerk. If the written request for a hearing is made within such 10 day period, such hearing will immediately be scheduled for the next regularly scheduled meeting of the Governing Body to be held in the Prairie Village City Council Chambers, 7700 Mission Rd.

If you have questions regarding the procedures regarding this issue you may contact our office as follows:

Dennis Enslinger, AICP  
Assistant City Administrator  
City of Prairie Village  
7700 Mission Rd  
Prairie Village, KS 66208  
913-385-4603  
[denslinger@pvkansas.com](mailto:denslinger@pvkansas.com)

Jim Brown, CBO  
Building Official  
City of Prairie Village  
7700 Mission Rd  
Prairie Village, KS 66208  
913-381-6464  
[jbrown@pvkansas.com](mailto:jbrown@pvkansas.com)

Joyce Hagen Mundy  
City Clerk  
City of Prairie Village  
7700 Mission Rd  
Prairie Village, KS 66208  
913-385-4616  
[jhmundy@pvkansas.com](mailto:jhmundy@pvkansas.com)

Failure to respond to this letter and/or failure to schedule a hearing before the Governing Body prior to the expiration of the 10 day period, will necessitate the City proceeding with removing and abating the nuisance from the property.

Sincerely,

  
Jim Brown, CBO  
Building Official

Attachments:  
Resolution No. 2010-09  
Memo to Council # COU2009-103

CC: DJE

JHM  
7700 MISSION ROAD PRAIRIE VILLAGE KANSAS 66208

MUNICIPAL BUILDING 913/381-6464 913/381-7755 Fax  
PUBLIC SAFETY 913/642-6368 913/385-7710 Fax  
PUBLIC WORKS 913/381-6464 913/642-0117 Fax

6-23-10  
10:05 AM  
Personally served to  
Millicent Seested  
Marcia Mundy  
CEO



THE CITY OF PRAIRIE VILLAGE *Star of Kansas* June 8, 2010

Millicent Seested  
7925 Reinhardt  
Prairie Village, KS 66208

RE: 7925 Reinhardt

Dear Mrs. Seested:

On June 7th, 2010 the Governing Body of the City of Prairie Village passed Resolution No. 2010-09 declaring 7925 Reinhardt a Nuisance. As such, Resolution #2010-10 shall serve as the Order for Abatement as outlined in the Resolution. Therefore, you are hereby ordered to abate the nuisance no later than 10 days from the date of receipt of this letter and Resolution No. 2010-10. (attached)

Prior to the expiration of the 10 day period you may request a hearing before the Governing Body by delivering a written request for a hearing to the City Clerk. If the written request for a hearing is made within such 10 day period, such hearing will immediately be scheduled for the next regularly scheduled meeting of the Governing Body to be held in the Prairie Village City Council Chambers, 7700 Mission Rd.

If you have questions regarding the procedures regarding this issue you may contact our office as follows:


Dennis Enslinger, AICP  
Assistant City Administrator  
City of Prairie Village  
7700 Mission Rd  
Prairie Village, KS 66208  
913-385-4603  
[denslinger@pvkansas.com](mailto:denslinger@pvkansas.com)

Jim Brown, CBO  
Building Official  
City of Prairie Village  
7700 Mission Rd  
Prairie Village, KS 66208  
913-381-6464  
[jbrown@pvkansas.com](mailto:jbrown@pvkansas.com)

Joyce Hagen Mundy  
City Clerk  
City of Prairie Village  
7700 Mission Rd  
Prairie Village, KS 66208  
913-385-4616  
[jhmundy@pvkansas.com](mailto:jhmundy@pvkansas.com)


Failure to respond to this letter and/or failure to schedule a hearing before the Governing Body prior to the expiration of the 10 day period, will necessitate the City proceeding with removing and abating the nuisance from the property.

Sincerely,

  
Jim Brown, CBO  
Building Official

Attachments:  
Resolution No. 2010-09  
Memo to Council # COU2009-103

CC: DJE  
JHM  
7700 MISSION ROAD PRAIRIE VILL

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A. Signature  <input type="checkbox"/> Agent <input type="checkbox"/> Address	B. Received By (Printed Name) C. Date of Delivery 6/23/10
1. Article Addressed to:  <i>Millicent Seested 5348 Chadwick Rd Fairway, KS 66205</i>	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		

## RESOLUTION NO. 2010-10

**A RESOLUTION DETERMINING THAT A NUISANCE EXISTS AT 7925 REINHARDT LANE IN THE CITY OF PRAIRIE VILLAGE, KANSAS AND THAT SUCH NUISANCE IS A MENANCE, INTERFERES WITH THE RIGHTS OF THE GENERAL PUBLIC AND IS DANGEROUS TO THE HEALTH OF THE INHABITANS OF THE CITY OF PRAIRIE VILLAGE, OR OF ANY NEIGHBORHOOD, FAMILY OR RESIDENT OF THE CITY PURSUANT TO SECTION 4-503 OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, KANSAS AND K.S.A. 12-1617E**

WHEREAS, on June 7, 2010, the Governing Body of the City of Prairie Village, Kansas (the "City") received information and evidence from staff members indicating that nuisance conditions may exist on real property commonly known as 7925 Reinhardt Lane, Prairie Village, Kansas (the "property"); and

WHEREAS, the City desires to protect the public health, safety and welfare of its community and residents.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

**Section 1.** That it has been determined that the following conditions exist on the Property which is legally described as CORINTH ESTATES LOT 5, Prairie Village, Johnson County, Kansas, Parcel ID# OP04500000 0005, and commonly known as 7925 Reinhardt Lane, Prairie Village, Kansas, and that such conditions constitute a nuisance:

Conditions on the Property which constitute a nuisance include are but are not necessarily limited to: Chipped and peeling paint, deteriorating roof, holes in roofing, non-weather tight structure, rotting wood, missing storm windows, construction material, missing and rotten soffits, brush and limb pile, dead and broken limbs in trees, overgrown vegetation, dead vegetation, low sagging power line with overgrown or dead limbs on it, old newspapers, rodent harborage, mosquito infestation, and generally unsightly, unsafe and unsanitary conditions of the property for an extended period of time.

**Section 2.** That it has been determined that the nuisance described herein is a menace and is dangerous to the health of the inhabitants of the city, or of any neighborhood, family or resident of the City.

**Section 3.** That the owner(s) of the Property, or agent(s) thereof, is hereby ordered to remove and abate from the Property the things herein described as a nuisance not later than ten (10) days from the date of service of a copy of this Resolution on such owner(s) or agent(s). This resolution shall serve as the Order of Abatement.

**Section 4.** That prior to the expiration of the ten (10) day period specified herein, the owner(s) of the Property, or agent(s) thereof, may request a hearing before the Governing Body by delivering a written request for hearing to the City Clerk. If a written request for hearing is made within such ten (10) day period, such hearing will immediately be scheduled at its next regularly scheduled meeting in the Prairie Village City Council Chambers, 7700 Mission Road, Prairie Village, Kansas.

**Section 5.** That in the event the owner(s) of the Property, or agent(s) thereof, fails to remove and abate from the Property the things herein described as a nuisance, by not later than the last day of the ten (10) day period specified herein, and in the event that no request is made for a hearing by such date pursuant to Section 4 hereof, the City may proceed to have the items described herein as a nuisance removed and abated from the Property.

**Section 6.** That in the event the City abates or removes the nuisance, the City shall give notice to the owner(s) or agent(s) thereof, the total cost for the abatement or removal incurred by the City. Such notice and the method of recovery of costs for the abatement or removal of the nuisance described herein shall be in compliance with the provisions of Section 4-504 ad 4-505 of the Code of the City of Prairie Village, Kansas and K.S.A. 12-1617e.

**Section 7.** The owner(s) of the Property, or agent(s) thereof, shall also be placed on notice that violations under the nuisance provisions are subject to prosecution, and that such prosecution shall be independent of this Order to Abate or any enforcement of this Order to Abate.

**Section 8.** That this resolution shall be served on upon the owner(s) of the Property or agent(s) thereof by Certified mail, return receipt requested, or by personal service. If the property is unoccupied and the owner is a nonresident, then service shall be made by mailing this Resolution by certified mail, return receipt requested, to the last known address of the owner(s) of the Property.

**Section 9.** This resolution shall be in full force and effect after its adoption by the Governing Body of the City.

Adopted this 7<sup>th</sup> day of June, 2010.



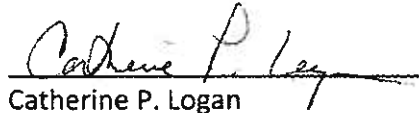
Ronald L. Shaffer  
Mayor

ATTEST:



Joyce Hagen Mundy  
City Clerk

APPROVED AS TO FORM:



Catherine P. Logan  
City Attorney

*condition which is determined to present a dangerous or harmful condition to the public.*

Staff provided photographs of the condition of the property and an outline of actions and violations have been occurred on this property. Mr. Enslinger reviewed the process as established by PVMC Chapter 4, Article 5.

Ruth Hopkins moved the Governing Body approve Resolution No. 2010-09 declaring that a Nuisance, pursuant to K.S.A. 12-6717e and Sections 4-503 of the Prairie Village Municipal Code, exists at 2002 West 71<sup>st</sup> Terrace and ordering the nuisance be abated by the property owner of record, DJ Builders, LLC. The motion was seconded by Michael Kelly and passed unanimously.

**Consider Resolution No. 2010-10 declaring that a Nuisance, pursuant to K.S.A. 12-1617e and Sections 4-503 of the Prairie Village Municipal Code, exists at 7925 Reinhardt Lane and ordering the nuisance be abated by the property owner of record.**

Dennis Enslinger stated at the Council Committee of the Whole meeting on May 3, 2010, staff was directed to proceed with the process for declaration of nuisance on the property at 2002 West 71<sup>st</sup> Terrace. Mr. Enslinger provided the following background information to the Governing Body:

The owner of this property vacated and moved to a property in Fairway, Kansas approximately 10 years ago. A Violation Notice was issued to the owner on 06/12/06 for peeling paint, rotting wood and deteriorating roof. The owner was cited into Municipal Court on 11/01/06 for failure to correct the violations identified on 06/12/06.

Since 06/12/06 the owner has continually stated to the Codes Department and to Municipal Court that she would be selling the property. She has been given numerous continuances and directed by the Court to provide contractual proof of sale or pending sale, or to make all corrections by a given court date.

The owner has failed to provide any evidence of the intent to sell or to correct violations and has continued to fail to appear for numerous court dates. Warrants have been issued on 2 occasions for her Failure to Appear in Municipal Court. City Staff has made

contact on several occasions with Tim Smith, and individual the property owner has identified as someone she is working with to purchase the property. Mr. Smith has known the property owner for many years and has offered to buy the property but the owner has never pursued any discussions with Mr. Smith. The seriousness of this matter has been addressed with the owner by City Staff and the Municipal Court since 06/12/06. The only response from the owner has been to state she might be willing to sell the property.

Since the original Violation of Notice issued on 06/12/06, the property has continued to deteriorate and the continued neglect of the property has created further code violations and hazards.

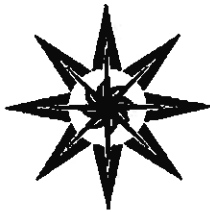
As of this date of this memo, the violations existing at the property are as follows: Chipped and peeling paint, deteriorating roof, holes in roofing, non-weather tight structure, rotting wood, missing storm windows, construction material, missing and rotten soffits, brush and limb pile, dead and broken limbs in trees, overgrown vegetation, dead vegetation, low sagging power line with overgrown or dead limbs on it, old newspapers, rodent harborage, mosquito infestation, and generally unsightly, unsafe and unsanitary conditions.

Such conditions are conducive to blight, rodent and insect infestation, and are a menace and dangerous to the health of the inhabitants of the surrounding properties within the neighborhood.

*Prairie Village Municipal Code 4-503, as defined in 4-502 (g) "nuisance" allows the City to abate such violations with all costs assessed to the property owner and against the property as a lien if not paid by the owner. Such violations include but are not limited to; rank vegetation, unkempt trash, refuse, brush and limbs, debris or building material, and any other condition which is determined to present a dangerous or harmful condition to the public.*

Staff provided photographs of the condition of the property and an outline of actions and violations have been occurred on this property. Mr. Enslinger reviewed the process as established by PVMC Chapter 4, Article 5.

Diana Ewy Sharp moved the Governing Body approve Resolution No. 2010-10 declaring that a Nuisance, pursuant to K.S.A. 12-6717e and Sections 4-503 of the Prairie Village Municipal Code, exists at 7925 Reinhardt Lane and ordering the nuisance be abated by the property owner of record, Millicent A. Seested. The motion was seconded by Ruth Hopkins and passed unanimously.



## **CODES DEPARTMENT**

**City Council Meeting Date: June 7, 2010**

**Consider Resolution No. #2010-10 declaring that a Nuisance, pursuant to K.S.A. 12-1617e and Sections 4-503 of the Prairie Village Municipal Code, exists at 7925 Reinhardt Lane and ordering the nuisance be abated by the property owner of record, Millicent A. Seested**

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### **RECOMMENDATION**

Staff recommends the Governing Body approve Resolution No. #2010-10 declaring that a Nuisance, pursuant to K.S.A. 12-1617e and Sections 4-503 of the Prairie Village Municipal Code, exists at 7925 Reinhardt Lane and ordering the nuisance be abated by the property owner of record, Millicent A. Seested.

### **SUGGESTED MOTION**

I hereby move that the Governing Body approve Resolution No. #2010-10 and authorize the Mayor to execute.

### **BACKGROUND**

The owner of this property vacated and moved to a property in Fairway, Kansas approximately 10 years ago. A Violation Notice was issued to the owner on 06/12/06 for peeling paint, rotting wood and deteriorating roof. The owner was cited into Municipal Court on 11/01/06 for failure to correct the violations identified on 06/12/06.

Since 06/12/06 the owner has continually stated to the Codes Department and to Municipal Court that she would be selling the property. She has been given numerous continuances and directed by the Court to provide contractual proof of sale or pending sale, or to make all corrections by a given court date.

The owner has failed to provide any evidence of the intent to sell or to correct violations and has continued to fail to appear for numerous court dates. Warrants have been issued on 2 occasions for her Failure to Appear in Municipal Court. City Staff has made contact on several occasions with Tim Smith, and individual the property owner has identified as someone she is working with to purchase the property. Mr. Smith has known the property owner for many years and has offered to buy the property but the owner has never pursued any discussions with Mr. Smith. The seriousness of this matter has been addressed with the owner by City Staff and the Municipal Court since 06/12/06. The only response from the owner has been to state she might be willing to sell the property.



Since the original Violation of Notice issued on 06/12/06, the property has continued to deteriorate and the continued neglect of the property has created further code violations and hazards.

As of this date of this memo, the violations existing at the property are as follows: Chipped and peeling paint, deteriorating roof, holes in roofing, non-weather tight structure, rotting wood, missing storm windows, construction material, missing and rotten soffits, brush and limb pile, dead and broken limbs in trees, overgrown vegetation, dead vegetation, low sagging power line with overgrown or dead limbs on it, old newspapers, rodent harborage, mosquito infestation, and generally unsightly, unsafe and unsanitary conditions.

Such conditions are conducive to blight, rodent and insect infestation, and are a menace and dangerous to the health of the inhabitants of the surrounding properties within the neighborhood.

*Prairie Village Municipal Code 4-503, as defined in 4-502 (g) "nuisance" allows the City to abate such violations with all costs assessed to the property owner and against the property as a lien if not paid by the owner. Such violations include but are not limited to; rank vegetation, unkempt trash, refuse, brush and limbs, debris or building material, and any other condition which is determined to present a dangerous or harmful condition to the public.*

It is therefore recommended by the Codes Department that the property be declared a Nuisance pursuant to PVMC Chapter 4 Article 5.

Staff has attached the applicable Municipal Code sections which outline the various individual violations along with recent photographs for the Governing Body's information. Should the Governing Body decide to move forward, the following is the process to resolve the nuisance issues on the property.

#### **Process**

- Governing Body reviews the information submitted and determines if a nuisance exists. Council would approve the attached resolution declaring the property a nuisance and ordering the property to be abated.
- Notice of Resolution of Nuisance is mailed to property owner, by certified mail.
- Owner has 10 days from the date of receipt of the Resolution to correct and remove/abate all nuisances on the property. All corrections/abatement by the owner must be in compliance with City Codes and approved by the Codes Department.
- Alternatively, the owner may within 10 days from the date of receipt of the Resolution, request, in writing to the City Clerk, a hearing before the

Governing Body. If such request is filled then the hearing will be scheduled for the next regular meeting of the Governing Body.

- If owner fails to correct/abate nuisances or to request a hearing within the 10 days then the city will proceed with removal/abatement procedures.
- The City will take bids for removal/abatement of said nuisances from the property.
- After receipt of bids and approval of contractor and costs, the City will proceed to have all Nuisance violations removed from the property.
- Total costs for the removal/abatement of all nuisances on the property, including fees as provided in Section 4-504 and 4-505 of the Code of the City of Prairie Village will be assessed to the owner(s) or agent(s) of the property or as a tax lien against the property.

#### **ATTACHMENTS**

- Municipal Code, PVMC Chapter 4, Article 5, Nuisances
- Timeline of Events
- Current Code Violations and Associated Ordinance Provisions
- Photos Dated 6-2-2010
- Resolution 2010-10

#### **PREPARED BY**

Marcia Gradinger, Code Enforcement Officer

Jim Brown, Building Official

Date: June 3, 2010

## ARTICLE 5. NUISANCES AND UNSAFE STRUCTURES

4-501.

### LEGISLATIVE FINDINGS.

- a) The purpose of this Article is to provide reasonable controls restricting and prohibiting the allowance of nuisances and unsafe structures to exist on property within the City; to declare that certain conditions constitute public nuisances or structures, which are unsightly, are a menace and dangerous to the health of the inhabitants of the City, or of any residential or commercial area and the residents thereof, and are offensive to the general public health, safety and welfare of the community; to provide a method of enforcement of this article; to provide procedures to notify property owners or those in control of real property that a violation exists and to allow for self-abatement by such person; to provide property owners, or those in control of real property, notification and an opportunity to be heard concerning violations of this article; to provide administrative procedures to allow the City to direct the abatement of violations; to provide a method of assessment or collection of costs for abatement by the City; to declare that the existence of such violations are unlawful; and to provide penalties for enforcement through the municipal court system.
- (b) The Governing Body of the City hereby finds that the allowances of nuisances and unsafe or dangerous structures, as defined herein, on private property or adjacent rights-of-way or easements are public nuisances which are unsightly, a menace dangerous to the health of the inhabitants of the City, of the residential or commercial area and the residents thereof, and are offensive to the general public health, safety, and welfare of the community. Such nuisances or unsafe structures promote conditions which may cause disease; pollution; proliferation of rats, vermin, mosquitoes and snakes; the spread of fire a harmful environment for transients and to the community as a result of transient use; harmful attractions for children; creates short and long-term impacts on the area including the diminution of property values and the integrity of the neighborhood; and interferes with the orderly development of property in the City. (Ord. 1845, Sec. 1, 1994)

4-502.

DEFINITIONS. For purposes of this article, the following definitions shall apply:

- (a) City – The City of Prairie Village, Kansas.
- (b) Property Owner – The named property owner as indicated by the Register of Deeds or Appraiser's Office in Johnson County, Kansas.
- (c) Representative – Any person or entity listed in the Johnson County, Kansas Appraiser's Office or Treasurer's Office for the purposes of paying taxes; a registered agent with the Kansas Secretary of State's Office for corporate or partnership ownership; an agent or manager directed by the property owner, estate, or court order to represent the interests of the property or to otherwise control activities on the real property; or a corporate officer;
- (d) Person – Any individual; individuals' partnership; corporation; unincorporated association; other business organization; committee; board; trustee; receiver;

agent; or any representative who has charge, care or responsibility of maintenance of any property, lot or parcel of land regardless of status of owner, tenant or lessee and regardless of whether such person has possession;

- (e) **Tenant** – Any person who has a severable or nonseverable interest in the real property either oral or written lease or covenant or by other methods of conveying a limited interest in such lands; or by any person who occupies or has possession of such real property;
- (f) **Perennial Violator** – Any person who shows an annual pattern of failing to comply with this article which may be shown by repeated notices of abatement, notices of costs, or previous violations of this article;
- (g) **Nuisance** – Any condition which causes or creates an unreasonable interference with the rights of the general public and shall include, but not be limited to graffiti, rank vegetation; rank or infested compost heaps; dense smoke; excessive dust, ash or fine articles in the air; rank ponds or standing water including swimming pools, water receptacles and undrained areas; cesspools creating on or rising to the surface; rank odors; unkempt trash, refuse, brush and limbs, debris or building materials; rank sewage or septic system; excessive accumulation of animal waste; exposed animal carcasses after death; sheds, garages or other outbuildings allowing infestation of rodents or insects or left unsecured to allow the entry of animals, humans or the natural elements such as rain, hail and snow, or otherwise left unkempt or unsightly, except for outdoor dog or pet houses maintained in a clean and reasonable manner; trees, shrubs or plants which are dead, diseased or infested which present a harmful or dangerous condition to the public; exposed refrigerators or freezers or other appliances left unsecured; and any other condition which is determined to present a dangerous or harmful condition to the public;
- (h) **Unsafe Structure** – Any structure or part of a structure which remains or is damaged to present a dangerous or unsafe condition to the public including, but not limited to, structures damaged by fires, damaged by natural events or elements such as wind, tornadoes, earthquakes, flooding or settling of the ground; damaged by insect infestation; damaged due to the failure to provide reasonable maintenance; structures occupied or unoccupied which have broken windows, missing boards or siding, unsecured doors, or unsecured openings which allow the harboring of animals, insects, transients or create an attraction to children; structures which, due to the opinion of qualified experts or inspectors, including but not limited to, fire, engineering, or architectural experts, present an unsafe or dangerous condition to those on or near the property; unfinished structures where no occupancy permit has been issued, and any building permit has lapsed for more than 30 days; structures which remain unfinished, or without an occupancy permit, after 18 months from the date of the first building permit and where no inspection for newly completed work has been requested from the city within the last 45 days;
- (i) **Qualified Expert** – A person who is regularly employed to conduct structural inspections to comply with life, safety, mechanical, health and building codes or a licensed professional in the field of engineering or architecture.

- (j) **Graffiti** – Any drawing, painting, writing, inscription, figure or mark, regardless of its content, of the type which is commonly known and referred to as graffiti, which is written, drawn, painted, sprayed, scratched or otherwise placed or affixed, regardless of the nature of the material used, on any wall, window, rock, building portion thereof, fence, gate, sign, other structure, tree or other real or personal property, either publicly or privately owned, and that is visible from any adjacent public or private property or public or private right-of-way.  
(Ord. 1845, Sec. 1, 1994)

**4-503. NUISANCES OR UNSAFE STRUCTURES UNLAWFUL; RESPONSIBILITY TO ABATE.** It shall be unlawful for any property owner, owner's agent or tenant of real property to allow or maintain a nuisance or unsafe structure on any lot or parcel of ground within the City, including any areas between the property lines of said property and the center line of any adjacent street or alley including sidewalks, streets, alleys, easements and rights-of-way. The property owner, owner's agent or tenant shall be responsible for the removal or abatement of any nuisance or unsafe structure. (Ord. 1845, Sec. 1, 1994; Ord. 2076, Sec. 1, 2004)

**4-504. ENFORCEMENT AGAINST NUISANCES; DESIGNATION OF OFFICER; NOTICE TO APPEAR; NOTICE OF ABATEMENT; HEARING.**

- (a) The Building Official shall assist the Governing Body with the administration and enforcement of this article with regard to nuisances. The Building Official shall authorize the investigation of nuisances by his or her designated agents. If it is determined that a nuisance exists, then the Building Official shall file a written report with the Governing Body describing the situation, its location, and the circumstances supporting the determination that the matter is a nuisance. If the Governing Body concurs with the Building Official's report, it shall issue an Order of Abatement directing the property owner, owner's agent or tenant to remove and abate the nuisance within ten days.
- (b) The Order of Abatement shall state:
- (1) A common or legal description of the property, or both;
  - (2) That the property is in violation of this article;
  - (3) The nature of the nuisance, including relevant ordinances or statute, with sufficient information to reasonably enable the recipient to determine the nature of the violation to allow for self-abatement;
  - (4) That the recipient should remove and abate the nuisance within ten days of receipt of the order;
  - (5) That the recipient, upon written request, may obtain a hearing before the Governing Body or its designated representative, provided that such request is received by the City Clerk within the ten day period;
  - (6) That failure to comply with the order shall result in the city's right to remove and abate the nuisance with assessment of the City's costs being made against the property and the recipient;
  - (7) That failure to pay such assessment within 30 days of the City's notice of costs of such removal and abatement shall result in the filing of a tax lien against the property, or the filing for a personal judgment against the recipient, or both;

- (8) That such violations are subject to prosecution, and that such prosecution shall be independent of the order of any enforcement of the order.
- (c) The Order of Abatement shall be served on the property owner, owner's agent or tenant by certified mail, return receipt requested, or by personal service; provided, any order served on a tenant shall also be served on the owner or owner's agent. If the property is unoccupied and the owner is a nonresident, then the order will be mailed by certified mail, return receipt requested, to the owner's last known address. If during the preceding twenty-four (24) month period the owner, owner's agent or tenant has failed to accept delivery or to otherwise effectuate receipt of a notice or order sent pursuant to this article, in addition to the methods of service described above, the Governing Body may serve on such person any further order by other methods, including, but not limited to, door hangers, conspicuously posting notice of such order on the property, personal notification, telephone communication or first class mail; provided, if the property is unoccupied and the owner is a nonresident, any alternative notice provided for this paragraph shall be given by telephone communication or first class mail.
- (d) If a recipient of an order of Abatement makes a written request for a hearing within the ten day period, a hearing shall be immediately scheduled before the Governing Body or its designated representative. At such hearing, all relevant parties, interest holders and City officials shall be allowed to present evidence concerning the status of the property and the conditions creating the nuisance. Thereafter, the Governing Body or its designated representative may rescind, modify or uphold the Order of Abatement. In making such determination the Governing Body or its designated representative shall describe the relevant facts and specific statute or Code provisions being relied upon, and state any such other stipulations, methods of removal and abatement or orders as deemed necessary. If the Order of Abatement is either modified or upheld, the property owner, owner's agent or tenant shall be given a reasonable time to remove and abate the nuisance, not to exceed ten days.
- (e) If an authorized public officer determines that a violation of this article exists, he or she may issue a notice to appear in municipal court for such violation. No other procedures are required as a prerequisite to the issuance of a notice to appear. The imposition of any removal and abatement action described herein shall not preclude any appropriate prosecution or penalties. Likewise, the imposition of any prosecution or penalties shall not preclude any appropriate action described herein to remove or abate a nuisance or to collect removal and abatement costs. (Ord. 1845, Sec. 1, 1994; Ord. 2076, Sec. 1, 2004)

4-505. ABATEMENT OF NUISANCE BY CITY; NOTICE OF COSTS; ASSESSMENT AND COLLECTION.

- (a) If the recipient of the notice of abatement fails to comply with the Order of Abatement or, if appropriate, with any order after a hearing on the matter, then the City shall have the right to go onto the property to remove and abate the nuisance in a reasonable manner. It shall be unlawful for any person to interfere with or attempt to prevent the City or its agents from such action. The

City and its agents shall not be responsible for damage to any real or personal property due to reasonable methods of gaining entrance onto the property or for damages to any real or personal property in the reasonable exercise of the removal and abatement of the nuisance. The City may use its own employees or contract for services to remove and abate the nuisance.

- (b) If the City removes and abates the nuisance, the City shall give a Notice of Costs to the property owner, owner's agent or tenant by certified mail, return receipt requested, stating the costs of such removal and abatement incurred by the City; provided, any notice served on a tenant shall also be served on the owner or owner's agent. The costs shall include the City's cost of providing the notice, including any postage. The recipient shall have thirty (30) days from the date of receipt of such notice to make full payment. The Notice of Costs shall state:

- (1) The common or legal description of the property, or both;
- (2) The nature of the nuisance, including relevant ordinances;
- (3) The nature of the work performed to remove and abate the nuisance;
- (4) The costs incurred for the abatement of the nuisance in either a lump sum or in an itemized form (including the cost of the notice);
- (5) That payment is due and payable within thirty (30) days of receipt of the notice;
- (6) That payment should be made payable to the City of Prairie Village, Kansas, by check or money order with no post-dating of the check, and submitted to the City Clerk at City Hall with a written indication of the purpose of the payment and the address of the property where the nuisance occurred;
- (7) That failure to pay the entire amount within the 30 day period shall allow the City to file a tax lien against the property or to pursue litigation for recovery of the costs, or both; and
- (8) That such additional remedies to recovery costs shall include additional amounts, including interest, court costs, attorney's fees, and administrative costs.

- (c) If the costs are not paid within the 30 day period, the costs shall be collected in the manner provided by K.S.A. 12-1,115 as amended, or shall be assessed as a special assessment against the property. The City Clerk at the time of certifying other City taxes, shall certify the unpaid portion of the costs, and the County Clerk shall extend the same on the tax roll of the county against the property, and it shall be collected by the County Treasurer and paid to the City as other City taxes are collected and paid. The City may pursue collection both by levying a special assessment, and in the manner provided by K.S.A. 12-1,115, as amended, but only until the full costs, including applicable interest, court costs, attorneys' fees, and administrative costs have been paid in full (Ord. 1845, Sec. 1, 1994; Ord. 2076, Sec. 1, 2004.)

4-506.

**ENFORCEMENT AGAINST UNSAFE STRUCTURES; DESIGNATION OF OFFICER; NOTICE TO APPEAR; HEARING; RESOLUTION.**

- (a) The Public Officer shall be charged with the administration and enforcement of this Article as it concerns unsafe structures. The Public Officer shall authorize the investigation of violations of this Article by his or her designated agents. If it

is determined that a violation of the Article exists, then the Public Officer shall file a written report with the Governing Body of the City describing the situation, its location, and the circumstances which support the determination that the structure is unsafe. The Governing Body shall then fix a time and place at which the owner, representative, tenant, or lienholders of record may appear and show cause why such structure should not be condemned and ordered repaired or demolished. Such resolution shall be published once each week for two consecutive weeks on the same day of each week. At least 30 days shall elapse between the last publication and the date set for the hearing. A copy of the resolution shall be mailed by certified mail, return receipt requested, within three days after its first publication to each such owner, representative, tenant or lienholder of record, as can reasonably be determined, at the last known place of residence and shall be marked, deliver to addressee only.

- (b) On the hearing date fixed by the Governing Body's resolution all relevant parties, interest holders, and relevant city officials shall be allowed to present evidence concerning the status of the property. The Governing Body shall subsequently make findings by resolution. If the Governing Body finds that such structure is unsafe or dangerous, such resolution shall direct the structure to be repaired or removed and the premises made safe and secure. Such resolution shall be published once in the official city newspaper and a copy mailed to the owners, representatives, tenants or lien holders of record by certified mail, return receipt requested. The resolution shall fix a reasonable time within which the repair or removal of the structure shall be commenced and a statement that if the owner of such structure fails to commence the repair or removal of such structure within the time stated or fails to diligently commence such action until the work is completed, the Governing Body will cause the structure to be razed and removed.
- (c) If an authorized public officer determines that a violation of this article exists, he or she may issue a notice to appear in municipal court for such violations. No other procedures are required as a prerequisite to the issuance of a notice to appear.

(Ord. 1845, Sec. 1, 1994)

4-507. **EXCAVATION FILL.** It shall be the duty of the property owner, representative or the tenant, upon removal of a structure, to fill any basement or other excavation located upon the premises and take any other action necessary to leave such premises in a safe condition including the grading and seeding or sodding of the area, removal of dirt or mud from roads, streets, alleys, or sidewalks, to allow for proper drainage of the site, and to remove any and all refuse, trash, debris, brush and limbs, or materials from the site. (Ord. 1845, Sec. 1, 1994)

4-508. **REMOVAL OF UNSAFE STRUCTURES; SALVAGE, SALE; ASSESSMENT AND COLLECTION OF COSTS; PROCEDURE.**

- (a) If the owner of any structure has failed to commence the repair or removal of such structure within the time stated in the resolution or has failed to diligently prosecute the same thereafter, the city may proceed to raze and remove such structure, make the premises safe and secure, or let the same to contract. The City shall keep premises safe and secure, or let the same to contract. The City



shall keep an account of the cost of such work and may sell the salvage from such structure and apply the proceeds or any necessary portion thereof to pay the cost of removing such structure and making the premises safe and secure. All moneys in excess of that necessary to pay such costs after the payment of all costs, shall be paid to the owner of the premises upon which the structure was located.

- (b) The City shall give notice to the owner of such structure by certified mail, return receipt requested, of the total cost incurred by the City in removing such structure and making the premises safe and secure. Such notice also shall state that payment of such costs is due and payable within 30 days following receipt of such notice. If the cost is not paid within the 30 day period and if there is no salvageable material or if moneys received from the sale of salvage or from the proceeds of any insurance policy in which the City has created a lien pursuant to K.S.A. 40-3901 et seq., and amendments thereto, are insufficient to pay the cost of such work, the balance shall be collected in the manner provided by K.S.A. 12-1,115, as amended, or shall be assessed as a special assessment against the lot or parcel of land on which the structure was located and the City Clerk at the time of certifying other city taxes, shall certify the unpaid portion of the costs and the county clerk shall extend the same on the tax rolls of the county against such lot or parcel of land. The City may pursue collection both by levying a special assessment and in the manner provided by K.S.A. 12-1,115, as amended, but only until the full cost and any applicable interest has been paid in full.

Whenever any structure is removed from any premises under the provisions of this act, the City Clerk shall certify to the county appraiser that such structure, describing the same, has been removed.

- (c) If there is no salvageable material, or if the moneys received from the sale of salvage or from the proceeds of any insurance policy in which the City has created a lien pursuant to K.S.A. 40-3901 et seq., and amendments thereto, are insufficient to pay the costs of the work, such costs or any portion thereof in excess of that received from the sale of salvage or any insurance proceeds may be financed, until the costs are paid out of the general fund or by the issuance of no-fund warrants. Whenever no-fund warrants are issued under the authority of this act, the Governing Body of such City shall make a tax levy at the first tax levying period for the purpose of paying such warrants and the interest thereon. All such tax levies shall be in addition to all other levies authorized or limited by law and shall not be subject to the aggregate tax levy prescribed in Article 19 of Chapter 79 of the Kansas Statutes Annotated, and amendments thereto. Such warrants shall be issued, registered, redeemed and bear interest in the manner and in the form prescribed by K.S.A. 79-2940, and amendments thereto, except they shall not bear the notation required by that section and may be issued without the approval of the state board of tax appeals. All moneys received from special assessments levied under the provisions of this section or from an action under K.S.A. 12-1,115, as amended, when and if paid, shall be placed in the general fund of the City.

(Ord. 1845, Sec. 1, 1994)

- 4-509. PROOF OF REPAIRING OR REBUILDING.** In lieu of the payment of proceeds, the insured may present satisfactory proof to the Building Official that the insured has or will remove debris and repair, rebuild or otherwise make the premises safe and secure.

Upon presentation of such sufficient evidence, the Building Official along with the City Clerk shall certify that adequate proof of repairing or rebuilding has been given and that the payment of insurance proceeds to the City shall not be paid, subject to any lien created by the City should the insured fail to rebuild, repair, or secure the property as presented. The insured shall be responsible for presenting such certificate to the insurer. The insured, in seeking such certificate, shall present a timetable showing when repairs or rebuilding will be completed; render architectural or engineering plans, subject to approval by the Building Official, showing the method, manner and materials to be used in repairing or rebuilding; and any other evidence deemed necessary by the Building Official to demonstrate that the repairs or rebuilding will be completed in a timely and lawful manner. Failure of the insured to comply with the certificate shall result in the institution of proceedings for abatement. (Ord. 1845, Sec. 1, 1994)

- 4-510. CITY NOT PARTY TO INSURANCE CONTRACT.** This Article does not make the City a party to any insurance contract nor is the insurer liable to any party for any amount in excess of the proceeds otherwise payable under its insurance policy. (Ord. 1845, Sec. 1, 1994)
- 4-511. FAILURE TO PAY INSURANCE PROCEEDS OR TO OBTAIN A CERTIFICATE IN LIEU OF PAYMENT OF PROCEEDS.** It is unlawful for any person to fail to provide the payment of insurance proceeds as required by this article, unless a certificate in lieu of payment of proceeds has been obtained through the city. (Ord. 1845, Sec. 1, 1994)
- 4-512. IMMEDIATE HAZARDS.** In the event the Public Officer under this Article determines that a nuisance or unsafe structure exists which creates an immediate hazard, then the City shall proceed, without delay, to take steps to abate the situation and without prior notice to or hearing of the owner, representative, or tenant. The cost of such action shall be assessed as set forth in Section 4-608 and K.S.A. 12-1,115, as amended. (Ord. 1845, Sec. 1, 1994)
- 4-513. RIGHT OF ENTRY; UNLAWFUL INTERFERENCE; PENALTY.**
- (a) Any authorized officer or agent of the City pursuant to this Article, shall be allowed to enter onto any land within the city limits to investigate violations of this Article or for the abatement of violations pursuant to this article.
  - (b) It shall be unlawful for any person to interfere with a Public Officer or agent of the City in performing his or her duties pursuant to this Article whether investigating or abating violations.
  - (c) Any person who interferes with an Officer or agent of the City pursuant to this Article shall be punished as provided in Section 1-116. (Ord. 1845, Sec. 1, 1994)

4-514.

**PENALTY.**

- (A) Any property owner, representative, tenant or person found in violation of this Article shall be subject to prosecution in municipal court. Any such person found guilty of violating the provisions of this article shall be subject to a fine of not less than \$50 nor more than \$500 and not more than 10 day in jail, or both a fine and jail sentence. Any person found guilty of this Article two or more times within any one year period, or determined by the municipal court to be a perennial violator, shall be fined not less than \$250 nor more than \$500 and shall be subject to a sentence not to exceed 30 days in jail, or both a fine and a jail sentence.
- (b) Prosecution of any offender under this article does not limit the City's right to pursue assessment or collection of costs as stated in this Article, or by other laws.
- (c) Each day that any violation shall continue shall constitute a separate offense.  
(Ord. 1845, Sec. 1, 1994)

# Timeline of Events at 7925 Reinhardt Lane

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## **Memorandum**

**To:** Governing Body

**From:** Marcia Gradinger, Code Enforcement Officer

**Date:** June 3, 2010

**RE:** 7925 Reinhardt Lane

## **Background and current status:**

This property has been vacant for 10 years or longer. Owner is elderly women, Millicent Seested, who vacated the property and moved to Fairway, Ks.

The chronological history regarding the property is as follows:

**06/12/06**

Violation Notice issued regarding rotting wood, peeling paint and deteriorating roof

**07/12/06**

Owner called to advise she has health problems and advised she was not able to correct code violations. Stated she was waiting for an Insurance adjuster to call regarding fixing the roof or she might decide to sell. Advised owner the house is deteriorating and is affecting neighbored and needs fixing. Staff advised the owner of possible court procedures. Owner stated again she may contact a person who has offered to buy. City Staff requested owner to call with plan within 1- 2 weeks.

City Staff continued to contact and work with owner to correct code violations. Owner continued to advise staff of illness and may be selling.

**11/01/06**—City staff issued a ticket issued by Certified Mail

**11/02/06**

City Staff spoke with owner and advised of ticket and court date of 11/21/06. Owner again advised she was not well. She advised she understood court date and procedure. I advised that a warrant could be issued if she did not appear. I advised her to bring copies of contracts for repairs or sale of house.

**11/21/06**

Owner appeared in Municipal Court and advised Judge she was now working with County Program for repairs. Court continued to 01/23/07 to work with County or other options. Owner was advised by Judge and Code Enforcement Officer of the need to correct the outstanding code violations.

**01/23/07** Owner Failed to Appear in Municipal Court

30 Day letter sent by court set for 02/06/07

**02/06/07**- Owner appeared in Municipal Court

Owner advised Judge of same story as before. Court continued to 03/15/07 for Pea.

**03/15/07**- Owner Failed to Appear in Municipal Court

Failed to Appear- 30 day letter sent by court set for 04/05/07

**04/05/07**- Owner appeared in Municipal Court - Continued by Court to 06/06/07 for Plea

## Timeline of Events at 7925 Reinhardt Lane

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Owner advised Judge that her niece would be home from Arizona by the end of April and she would contact her for help. (04/16/10 staff spoke with very distant relative whose father and owners father are 3<sup>rd</sup> cousins. Person I spoke with has never met owner and her father lives in Fort Scott. No other known relatives.)

### **06/06/07-Court**

Municipal Court- case was continued to 07/12/07

### **07/12/07-Court**

Owner Failed to Appear in Municipal Court- Warrant issued.

### Warrant Status from 07/12/07 to 06/03/09

### **06/03/09**

Municipal Court Amnesty Day- Warrant set aside

Owner appeared in court. Brought letter (see attached) to Municipal Court stating the intent to sell and will be moving forward to do so. Judge continued to 08/13/09

### **06/26/09**

I spoke with Tim Smith of Smith Brothers of whom the owner stated she would be willing to sell the residence. He has a lawn business and mows the owner's Fairway property where the owner resides. He has offered on several occasions to purchase the residence, the last being about a month ago, and the owner conveys her possible intent to do so but has never gone beyond verbally indicating she might sell the property.

### **08/13/09**

Case continued by Municipal Court to 08/27/09

### **08/27/09 Owner Failed to Appear**

Failed to Appear- 30 day letter sent. New court date of 09/17/09

### **09/17/09**

Continued by Municipal Court to 10/22/09

### **10/22/09**

WARRANT ISSUED

### **04/19/10**

I spoke with Tim Smith to see if he has had contact or if he could contact the owner. He advised he would go by and try to make contact with the owner.

### **04/19/10**

Tim Smith called to advise he had made contact with the owner and she had agreed to meet him at the house on 04/20/10 to discuss selling the property.

### **05/03/10**

Owner did not contact Tim Smith and he has not been able to contact her.

### **06/02/10**

Open Warrant for owner Millicent Seested. Property continues to deteriorate.

## Current Code Violations and Associated Ordinance Provisions

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**8-409. MINIMUM STANDARDS.** For the purposes of this article, the following minimum standards for maintenance of structures and land are established and shall be used to determine whether such structures and lands are fit for human use and habitation.

**(a) Generally.** No structure or land shall be maintained in a condition which violates the health, fire, building or zoning regulations or any other laws or regulations relating to the use of land and the use and occupancy of structures.

**(d) Exterior Wall Surface.** Exterior wall surfaces including screened-off areas, doors and windows shall be free of holes, breaks, loose or damaged construction materials, and any other conditions which might admit rain, moisture, insects or animals to the interior portions of the walls or occupied spaces of the structure. Cracks in mortar between bricks or stones shall be sealed. All exterior wall surfaces shall be maintained and kept in repair using materials compatible with the remaining undamaged wall surfaces and recognized as acceptable pursuant to city building code. Painted surfaces will require repainting or satisfactory covering of siding when scaling of existing paint exceeds 25 percent of one or more wall surfaces or the wood is becoming porous and needs a seal.

**(e) Trim.** All trim shall be maintained in sound condition free of holes, breaks, or loose or damaged construction materials. Areas that are damaged as described herein shall be repaired or replaced with material compatible with the remaining undamaged trim. Trim that has been previously painted shall be repaired when scaling of existing paint exceeds 25 percent of the trim on one or more wall surfaces.

**(f) Windows and Doors.**

**(1)** Every exterior opening shall be fitted with a window, door, basement hatchway cover or crawl space cover, as appropriate, which shall be tight and maintained in sound condition and good repair to prevent the entrance of animals, rain and surface drainage water into the structure. Every doorway which gives access from a habitable room or area to the exterior of the structure shall be fitted with a door, equipped with hardware capable of ensuring security and privacy to the occupants of such habitable room or structure.

**(2)** Every window shall be in good condition and fit tightly within its frame. All windows shall be fully supplied with glass windowpanes without open cracks or holes or a substitute approved by the public officer or his or her designated agent. If screens, frames for screens, or storm windows are provided, the entire assembly shall be maintained in good effective working condition and repair. When present, awnings are to be kept in good repair. Every other opening located within four feet of the ground level shall be protected against the possible entry of insects and rodents.

**(3)** Every exterior door shall be maintained in good condition and when closed shall fit well within its frame. Every door hinge, door latch and door lock shall be maintained in effective working condition. Every door available as an exit shall be capable of being easily opened from the inside. Every door that is painted shall require repainting when scaling of existing paint exceeds 25 percent of the door surface.

**(4)** When existing approved windowpanes, doors or other external openings are externally covered for security or other reasons, the material used shall be painted or treated the same color as the trim or structure.

**(g) Roofing and Guttering.** The roof, eave and soffit shall be structurally sound, tight and shall not admit rain. Any roof surface that will allow water to enter the structure will be repaired at the point or points of leak by materials that are compatible with the existing roof material. If the roof has deteriorated and has lost its water repellent characteristics, the effected area will be replaced with materials compatible with the unaffected portions of the roof

# Current Code Violations and Associated Ordinance Provisions

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**8-411. TRASH AND REFUSE.** The throwing, leaving, depositing or allowing the accumulation of any worn out, broken, or worthless item, waste, garbage, trash, debris, or refuse on any property, drainage course or other land is prohibited. Such items include those that impede mowing of weeds or tall grass, are food products or food containers attracting insects, rodents or animals, or are useless as evidenced by their broken, deteriorated or dismantled condition. (Ord. 1844, Sec. 1

**4-207. UNLAWFUL ACTS.** It shall be unlawful for any person to do any of the following:

(a) To perform or caused to be performed any electrical work in the City, which requires a permit without having first secured the appropriate permit from the City.

(b) For any person to conduct, carry on or engage in the business of electrical contracting without having first obtained a valid, current contractor's license for the City, provided however, that any person who owns and resides within a single-family dwelling in the City may physically and personally perform electrical work upon that same dwelling without having obtained a license or the required licensing, however this does not exempt such person from obtaining a permit pursuant to Section 4-206.

(c) **For a person or person through negligence or indifference to knowingly create an electrical hazard and/or allow an electrical hazard to exist.**

(d) To violate any other provisions of this Article. (Ord. 2057, Sec. 7, 2003)

## **ARTICLE 5. NUISANCES AND UNSAFE STRUCTURES**

### **4-501. LEGISLATIVE FINDINGS.**

a) The purpose of this Article is to provide reasonable controls restricting and prohibiting the allowance of nuisances and unsafe structures to exist on property within the City; to declare that certain conditions constitute public nuisances or structures, which are unsightly, are a menace and dangerous to the health of the inhabitants of the City, or of any residential or commercial area and the residents thereof, and are offensive to the general public health, safety and welfare of the community; to provide a method of enforcement of this article; to provide procedures to notify property owners or those in control of real property that a violation exists and to allow for self-abatement by such person; to provide property owners, or those in control of real property, notification and an opportunity to be heard concerning violations of this article; to provide administrative procedures to allow the City to direct the abatement of violations; to provide a method of assessment or collection of costs for abatement by the City; to declare that the existence of such violations are unlawful; and to provide penalties for enforcement through the municipal court system.

(b) The Governing Body of the City hereby finds that the allowances of nuisances and unsafe or dangerous structures, as defined herein, on private property or adjacent rights-of-way or easements are public nuisances which are unsightly, a menace dangerous to the health of the inhabitants of the City, of the residential or commercial area and the residents thereof, and are offensive to the general public health, safety, and welfare of the community. Such nuisances or unsafe structures promote conditions which may cause disease; pollution; proliferation of rats, vermin, mosquitoes and snakes; the spread of fire a harmful environment for transients and to the community as a result of transient use; harmful attractions for children; creates short and long-term impacts on the area including the diminution of property values and the integrity of the neighborhood; and interferes with the orderly development of property in the City. (Ord. 1845,

## Current Code Violations and Associated Ordinance Provisions

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Sec. 1, 1994)

**(f) Perennial Violator** – Any person who shows an annual pattern of failing to comply with this article which may be shown by repeated notices of abatement, notices of costs, or previous violations of this article;

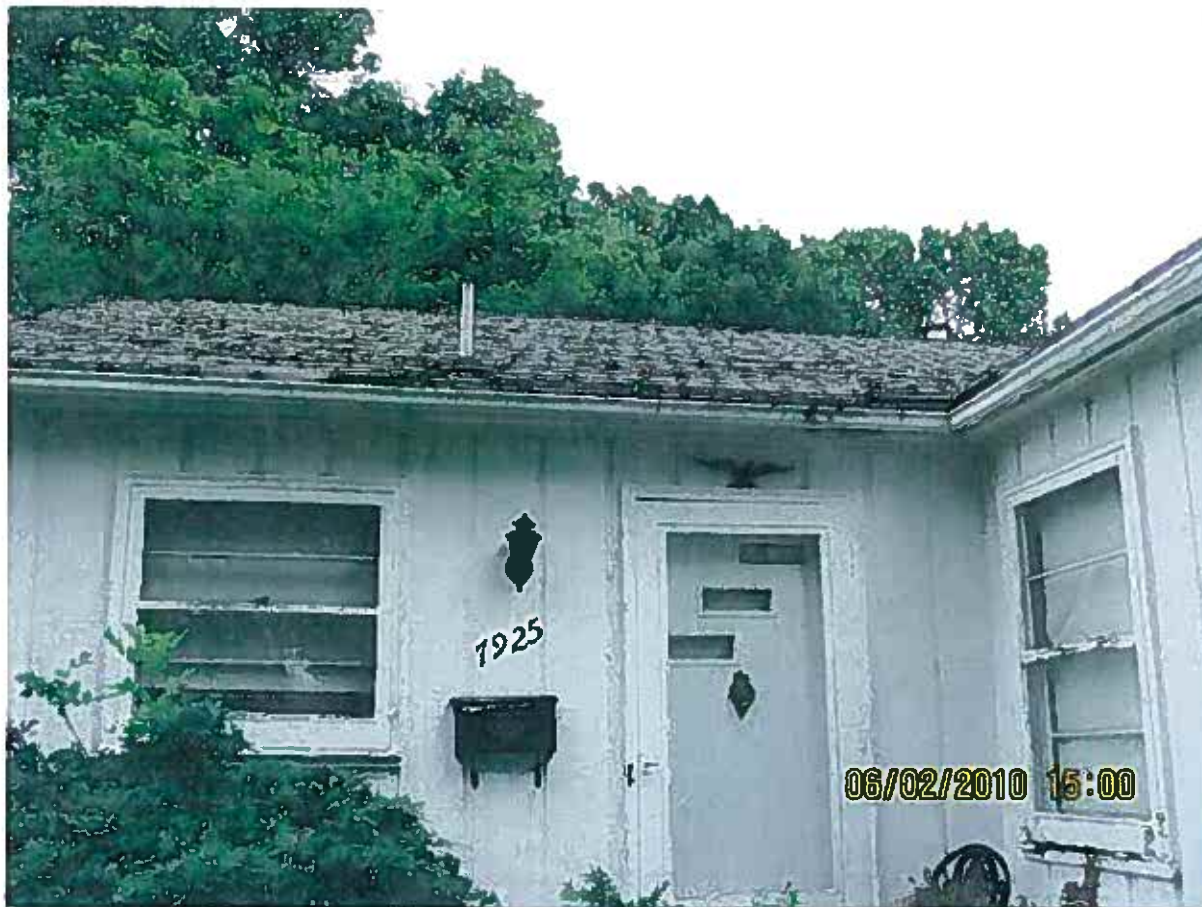
**(g) Nuisance** -- Any condition which causes or creates an unreasonable interference with the rights of the general public and shall include, but not be limited to graffiti, rank vegetation; rank or infested compost heaps; dense smoke; excessive dust, ash or fine articles in the air; rank ponds or standing water including swimming pools, water receptacles and undrained areas; cesspools creating on or rising to the surface; rank odors; unkempt trash, refuse, brush and limbs, debris or building materials; rank sewage or septic system; excessive accumulation of animal waste; exposed animal carcasses after death; sheds, garages or other outbuildings allowing infestation of rodents or insects or left unsecured to allow the entry of animals, humans or the natural elements such as rain, hail and snow, or otherwise left unkempt or unsightly, except for outdoor dog or pet houses maintained in a clean and reasonable manner; trees, shrubs or plants which are dead, diseased or infested which present a harmful or dangerous condition to the public; exposed refrigerators or freezers or other appliances left unsecured; and any other condition which is determined to present a dangerous or harmful condition to the public.



Photographs of 7925 Reinhardt Lane -06/02/2010

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Front door, windows, debris and other roof area



Front door, windows, debris and other roof area





Front door, windows, debris and other roof area



Soffit area in front of garage.





Soffit area looking into garage and hole in roof.



06/02/2010 14:59

South side of house, overgrown vegetation and storm window fallen out





South side of house, overgrown vegetation and storm window fallen out





Various roof areas.



Various roof areas.



Various roof areas.





Various roof areas.



Various roof areas.





Main power line is sagging below 10 feet with overgrown and dead limbs hanging on and over it.



Main power line is sagging below 10 feet with overgrown and dead limbs hanging on and over it.





## RESOLUTION NO. 2010-10

**A RESOLUTION DETERMINING THAT A NUISANCE EXISTS AT 7925 REINHARDT LANE IN THE CITY OF PRAIRIE VILLAGE, KANSAS AND THAT SUCH NUISANCE IS A MENACE, INTERFERES WITH THE RIGHTS OF THE GENERAL PUBLIC AND IS DANGEROUS TO THE HEALTH OF THE INHABITANS OF THE CITY OF PRAIRIE VILLAGE, OR OF ANY NEIGHBORHOOD, FAMILY OR RESIDENT OF THE CITY PURSUANT TO SECTION 4-503 OF THE CODE OF THE CITY OF PRAIRIE VILALGE, KANSAS AND K.S.A. 12-1617E**

WHEREAS, on June 7, 2010, the Governing Body of the City of Prairie Village, Kansas (the "City") received information and evidence form staff members indication that nuisance conditions may exist on real property commonly known as 7925 Reinhardt Lane, Prairie Village, Kansas (the "property"); and

WHEREAS, the City desires to protect the public health, safety and welfare of its community and residents.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

**Section 1.** That it has been determined that the following conditions exist on the Property which is legally described as CORINTH ESTATES LOT 5, Prairie Village, Johnson County, Kansas, Parcel ID# OP04500000 0005, and commonly known as 7925 Reinhardt Lane, Prairie Village, Kansas, and that such conditlons constitute a nuisance:

Conditions on the Property which constitute a nuisance include are but are not necessarily limited to: Chipped and peeling paint, deteriorating roof, holes in roofing, non-weather tight structure, rotting wood, missing storm windows, construction material, missing and rotten soffits, brush and limb pile, dead and broken limbs in trees, overgrown vegetation, dead vegetation, low sagging power line with overgrown or dead limbs on it, old newspapers, rodent harborage, mosquito infestation, and generally unsightly, unsafe and unsanitary conditions of the property for an extended period of time.

**Section 2.** That it has been determined that he nuisance described herein is a menace and is dangerous to the health of the in habitants of the city, or of any neighborhood, family or resident of the City.

**Section3.** That the owner(s) of the Property, or agent(s) thereof, is hereby ordered to remove and abate from the Property the things herein described as a nuisance not later than ten (10) days from the date of service of a copy of this Resolution on such owner(s) or agent(s). This resolution shall serve as the Order of Abatement.

**Section 4.** That prior to the expiration of the ten (10) day period specified herein, the owner(s) of the Property, or agent(s) thereof, may request a hearing before the Governing Body by delivering a written request for hearing to the City Clerk. If a written request for hearing is made within such ten (10) day period, such hearing will immediately be scheduled at its next regularly scheduled meeting in the Prairie Village City Council Chambers, 7700 Mission Road, Prairie Village, Kansas.



**Section 5.** That in the event the owner(s) of the Property, or agent(s) thereof, fails to remove and abate form the Property the items herein described as a nuisance, by not later than the last day of the ten (10) day period specified herein, and in the event that no request is made for a hearing by such date pursuant to Section 4 hereof, the City may proceed to have the items described herein as a nuisance removed and abated from the Property.

**Section 6.** That in the event the City abates or removes the nuisance, the City shall give notice to the owner(s) or agent(s) thereof, the total cost for the abatement or removal incurred by the City. Such notice and the method of recovery of costs for the abatement or removal of the nuisance described herein shall be in compliance with the provisions of Section 4-504 ad 4-505 of the Code of the City of Prairie Village, Kansas and K.S.A. 12-1617e.

**Section 7.** The owner(s) of the Property, or agent(s) thereof, shall also be placed on notice that violations under the nuisance provisions are subject to prosecution, and that such prosecution shall be independent of this Order to Abate or any enforcement of this Order to Abate.

**Section 8.** That this resolution shall be served on upon the owner(s) of the Property or agent(s) thereof by Certified mail, return receipt requested, or by personal service. If the property is unoccupied and the owner is a nonresident, then service shall be made by mailing this Resolution by certified mail, return receipt requested, to the last known address of the owner(s) of the Property.

**Section 9.** This resolution shall be in full force and effect after its adoption by the Governing Body of the City.

Adopted this day of June\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Ronald L. Shaffer  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

# **CONSENT AGENDA**

**CITY OF PRAIRIE VILLAGE, KS**

**August 2, 2010**

**CITY COUNCIL  
CITY OF PRAIRIE VILLAGE  
July 19, 2010**

The City Council of Prairie Village, Kansas, met in regular session on Monday, July 19, 2010, at 7:30 p.m. in the Council Chambers of the Municipal Building.

**ROLL CALL**

Mayor Ron Shaffer called the meeting to order and roll call was taken with the following Council members present: Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Andrew Wang, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison and David Belz.

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

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

**PUBLIC PARTICIPATION**

No one was present to address the Governing Body.

**PUBLIC HEARING**

Mayor Ron Shaffer reopened the continued public nuisance abatement hearing regarding 7925 Reinhardt Lane, as requested by Millicent A. Seested pursuant to

Section 4.502 of the City of Prairie Village Municipal Code, K.S.A. 12-1617e and Resolution Number 2010-10 at 7:32 p.m. and called upon Assistant City Administrator Dennis Enslinger to provide an update on actions taken since the initial July 6<sup>th</sup> hearing.

July 7, 2010 - Code Enforcement Officer Marcia Gradinger met with Tim Smith, a potential purchaser, and Millicent Seested at the property to discuss the Public Hearing results and possible sale or repair of the property. Smith Brothers Landscape and Ms Seested agreed to trim all of the bushes, vegetation, limbs and remove brush on July 9, 2010. Tim Smith will also coordinate having a roofing company look at the roof.

July 9, 2010 - Dennis Enslinger, Marcia Gradinger, Tim Smith and Millicent Seested met at 7925 Reinhardt Lane to discuss issues. Millicent Seested and Tim Smith went into the house to inspect and discuss repair/sale. Later that day, the vegetation was significantly cut and all debris removed. Tree limbs were removed from above the power line. Mr. Enslinger presented photographs documenting the improvements.

July 14, 2010 - Tim Smith called to advise that Millicent Seested had contacted him to discuss the roof repair. They will meet prior to Monday, July 19<sup>th</sup> discuss and take possible further action on repair or sale.

Mr. Enslinger stated that Ms Seested called to say that she is not feeling well and would not be attending the meeting. Tim Smith indicated he had a conflict and was not certain if he would be able to attend. Neither were in attendance.

Dennis Enslinger stated the conditions of the property have slightly improved. The violations existing at the property are as follows: Chipped and peeling paint, deteriorating roof, holes in roofing, non-weather tight structure, rotting wood, missing storm windows, construction material and other debris present, missing and rotten soffits, low sagging power line, old newspapers, rodent harborage, mosquito infestation and generally unsightly, unsafe and unsanitary conditions.

Code Enforcement Officer Marcia Gradinger reported that Ms Seested and Mr. Smith hope to get together this week to work out an agreement for repair and/or

purchase. She has been advised that if the property was sold, the closing would be completed by August 15, 2010. Work on the roof repair can begin immediately.

Mr. Enslinger noted that in the past Ms Seested has avoided the issues and he sees it as a positive step that she is communicating with staff and with Mr. Smith. Mayor Shaffer confirmed that Millicent Seested is aware of the situation.

David Belz stated he feels the only reason action is being taken now is because of the pressure placed on Ms Seested by the City. He confirmed that she does not have to sell the property, but does have to bring it up to code. Mr. Enslinger questioned whether a contract could be finalized within two weeks, and based on the improvements and action shown, feels the public hearing should be continued while requiring ongoing action and documentation of commitment with Ms Seested appearing before the City Council at the next Council meeting. He noted if the Council did not feel that was sufficient the public hearing could be continued while staff is directed to begin drafting the documentation to be filed with municipal court if the issues are unresolved by August 2<sup>nd</sup>. He noted that if the proceedings continued through court, it would be a very long process. He stated the City cannot require her to sell her house. Ms Gradinger noted Ms Seested could be advised that additional tickets would be written if action was not taken.

Laura Wassmer noted that based on current lending requirements, she did not feel the sale of the house was a viable solution unless it was a cash purchase, noting that lenders will require the abatement of the issues prior to approving any loans for purchase. She advised that current appraisal requirements are very tight.

Marcia Gradinger noted that Mr. Smith has been directed by Ms Seested to proceed immediately on the necessary repairs in anticipation that the costs would be deducted from the proceeds of the sale.

Al Herrera questioned the ability to close on the sale of a house prior to August 15<sup>th</sup>. However, he feels the City should continue to apply pressure for the abatement of the nuisances identified.

Dennis Enslinger agreed that it was important to continue pressure for abatement of the nuisances, and noted to do so, staff could be directed to work with legal counsel as to how to best proceed in the event abatement does not occur.

David Morrison stated he supports continued pressure but does not want to incur legal costs related to possible future proceedings at this time.

David Beckerman felt it would be most productive to have Ms Seested back to the August 2<sup>nd</sup> meeting with a contract for sale or contract for repairs and abatement of the issues identified. He agreed with Mr. Morrison that legal staff involvement was not necessary at this time and confirmed with Ms Logan that any legal action would only take a matter of a few days to prepare.

David Beckerman moved the Governing Body continue the public hearing pursuant to Section 4-502 of the City of Prairie Village Municipal Code, K.S.A. 12-1617e and Resolution No. 2010-10 and further direct Millicent Seested to appear at the public hearing with documentation for the pending sale of the property or for services for the required abatement of the identified nuisance. The motion was seconded by Laura Wassmer and passed by a unanimous vote of the Governing Body.

## CONSENT AGENDA

Charles Clark moved the approval of the Consent Agenda for July 19, 2010:

1. Approve Regular Council Meeting Minutes - July 6, 2010
2. Approve Claims Ordinance 2873
3. Authorize staff to publish the 2011 proposed budget as required by State statutes.
4. Approve an agreement between the City of Prairie Village, Kansas and Johnson, County, Kansas, a CDBG Urban County, for the establishment and development of Community Development Block Grants/Entitlement Grants (CFDA N.14.218) for Project Number 2010-18.

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

## MAYOR'S REPORT

David Belz moved the City Council authorize Mayor Shaffer to execute a proclamation recognizing September 30, 2010 as the 50<sup>th</sup> Anniversary of American Mensa. The motion was seconded by Andrew Wang and passed unanimously.

Mayor Shaffer reported that on Friday, July 16<sup>th</sup>, he, Jeff Bird, Dennis Enslinger, Ron Williamson, and Ken Vaughn heard presentations from Kansas State University students on potential changes to Corinth Square as well as other metropolitan areas as part of a First Suburbs program sponsored by KSU and MARC.

## COMMITTEE REPORTS

### **Planning Commission**

**Consider PC2010-06 Amendment to the Special Use Permit to increase the number of nursing home beds from 40 to 45 for a Senior Dwelling Facility at 8101 Mission Road by Claridge Court**

Ron Williamson stated Claridge Court was approved for a Special Use Permit in a "C-2" General Business District in 1988, but the project was not constructed until 1992.

The Special Use Permit was granted for 135 senior apartment units and 40 nursing home beds. When the project was built, it included 135 senior apartment units with 35 nursing home beds. The applicant has requested an amendment to the Special Use Permit to increase the number of nursing home beds from 40 to 45 and therefore add 10 more beds to the project. The proposed 10 units will be private rooms. Currently 28 beds are semi-private and 7 are private rooms. According to the applicants, the demand is for more private rooms. The 10 new rooms need to be attached to the existing nursing facility for proper function and management.

In order to do this, the applicant is proposing to extend the addition into the front yard along Mission Road for only that portion of the building that will be occupied by the new rooms, which is approximately 70 feet of the 436 feet of frontage on Mission Road. The Board of Zoning Appeals approved a variance to allow the new addition to be built within 15 feet of the property line adjacent to Mission Road. The site plan for the proposed new addition at the northwest corner of the existing building has been approved by the Planning Commission.

The ground floor of the addition will be for storage, maintenance, delivery and administration functions of Claridge Court and will occupy approximately 5,715 square feet. The second floor will be occupied by the nursing home expansion and will occupy 5,750 square feet. The garage that is now used for storage and maintenance and is 720 square feet will be demolished. The net increase will be 10,745 square feet.

Mr. Williamson pointed out that the property line adjacent to Mission Road is not uniform. The right-of-way for the south 157 feet of the site is 40 feet and the right-of-way for the north 278 feet of the site is 25 feet. Therefore, the north section of the building sets back 15 feet more from the property line. The building also sets back further than the



required 30 feet front setback. The front façade of the building is varied and sets back from Mission Road approximately 42.1 feet at its closest point and 69.4 feet at its furthest point.

In July 2008, the Board of Appeals granted a variance to Claridge Court adjacent to Somerset Drive to allow them to construct common facilities including a swimming pool, classroom, spa, locker rooms, café and outdoor eating area. Because of the current economic conditions, the applicant has postponed construction but now has financing in place and will start construction this year on the additional nursing home beds and the common facilities.

In accordance with the Commission's Citizen Participation Policy, a neighborhood meeting was held on June 22, 2010 with no neighbors attended the meeting. However, Mr. Williamson noted members of the Claridge Court community were present at the public hearing in support of the requested amendment and proposed improvements.

The Planning Commission found favorably on the findings of fact and recommends the Governing Body approve PC2010-06 the requested amendment to the Special Use Permit for Claridge Court located at 8101 Mission Road subject to the following conditions:

1. That the amendment be approved to increase the number of nursing home beds from 40 to 45.
2. That the applicant submits a Storm Drainage Master Plan to Public Works for review and approval.
3. That the applicant prepares and submits a detailed landscape plan for review and approval by Staff.
4. That any outdoor lighting installed shall be in accordance with the lighting ordinance.
5. That the applicant protect existing street trees during the demolition and installation of new improvements.
6. That the Special Use Permit be approved for an indefinite period of time.
7. If the applicant is found to be in non-compliance with the conditions of the Special Use Permit, the permit will become null and void within 90 days of notification of non-compliance, unless the non-compliance is corrected.
8. The site plan be as approved by the Planning Commission on July 6, 2010.

9. That the conditions of the variance granted by the Board of Zoning Appeals on July 6, 2010 be met.
10. That parking be maintained at Mission Bible Church or an equivalent location and the applicant provide a copy of the agreement to the City.
11. That the applicant review the exit on Somerset Drive and remove or relocate any site obstacles as determined by Public Works.

Mr. Williamson noted that although the site has the necessary required parking, the Commission felt it was important that off-site parking, such as that currently arranged with the Mission Bible Church, continue to be provided at the site. They also noted concerns have been raised regarding the vision and sight distance for vehicles exiting the facility onto Somerset Drive. Therefore these two items were added by the Commission as conditions of approval under #10 and #11. Mr. Williamson reviewed the possible actions that could be taken by the Governing Body.

On behalf of the Planning Commission, David Beckerman moved the Governing Body adopt Ordinance 2227 approving an amendment to the Special Use Permit for Claridge Court to increase the number of nursing home beds from 40 to 45 located on the property as described as follows: 8101 Mission Road, Prairie Village, Kansas. The motion was seconded by Al Herrera.

A roll call vote was taken with the following votes cast: "aye" Herrera, Warman, Hopkins, Noll, Wang, Wassmer, Beckerman, Clark, Morrison, Belz and Shaffer. The ordinance was unanimously adopted.

### **OLD BUSINESS**

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

### **NEW BUSINESS**

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

**ANNOUNCEMENTS**

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

Prairie Village Arts Council	07/21/2010	7:00 p.m.
Villagefest Committee	07/22/2010	7:00 p.m.
Environment/Recycle Committee	07/28/2010	7:00 p.m.
JazzFest Committee	07/28/2010	7:00 p.m.
Council Committee of the Whole	08/02/2010	6:00 p.m.
City Council	08/02/2010	7:30 p.m.

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The Prairie Village Arts Council is pleased to announce a photography exhibit by Ric Cummings for the month of July.

The 51<sup>st</sup> Annual Water Show will be Sunday, July 25<sup>th</sup> at 8:30 p.m.

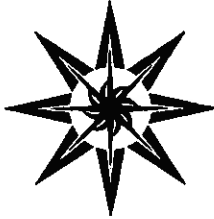
The City Clerk's office has a new style of ceramic coffee mug for sale. They are \$5.00 each.

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

**ADJOURNMENT**

With no further business to come before the City Council, the meeting was adjourned at 8:05 p.m.

Joyce Hagen Mundy  
City Clerk



## ADMINISTRATION

City Council Meeting Date: August 2, 2010

**Consent Agenda: Consider FY 2011 Solid Waste Management Fee and Solid Waste Exemption Fee**

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### RECOMMENDATION

Staff recommends the Council establish a fee for FY 2011 of \$200.74 per year or \$16.73 per month/per household for the collection of solid waste, recyclable material, yard waste, and bulky item pickup.

Staff recommends the Council establish a fee of \$6.43 per year/per household for those subdivisions/homes associations that wish to be exempt from Solid Waste Management Fee.

### SUGGESTED MOTION

The City Council approve a fee of \$200.74 per/year or \$16.73 per month/per for each household for the collection of solid waste, recyclable material, yard waste and bulky item pickup and an exemption fee of \$6.43 per year/per household for those subdivisions/homes associations which have applied for exemption from the Solid Waste Management Program.

### BACKGROUND

Since 1976, the City has provided collection of solid waste for residences in the city. Although some homes associations opt-out of the city program and obtain their own service, the vast majority of Prairie Village residents receive solid waste, recyclable collection, and yard waste collection services through this city sponsored program.

Because not all Prairie Village residents are served by this program, it is funded through user fees in the form of special assessments placed on the property tax bills for each participating household. Revenues from these assessments, in addition to interest earnings, are accounted for in the Solid Waste Management Fund.

In 2010, the City revised the existing contract with Deffenbaugh Industries. Deffenbaugh agreed to a new four-year contract. The monthly cost under the contract for FY 2011 is \$15.71 per month/per household and \$30,000 for the city - wide yearly bulky-item-pick-up. The current contract also has a provision to allow for unlimited yard waste during the high season months at a rate of \$16.30 per month/per household. The City has not chosen this provision of the contract. However, the proposed fee of \$16.73 per month/per household will be sufficient to cover any costs under this provision.

Ideally, the Solid Waste Management Fund should maintain a balance of one to two months worth of trash collection costs, which in 2011 will be approximately \$129,607/month. At the recommended 2011 assessment rate, the projected 2011 year-end balance in the Solid Waste Management Fund would be \$143,592, which is within an acceptable range.

**ATTACHMENTS:**

Solid Waste Management Fund Budget Expenditures and Estimates for FY 2008-2011.

**FUNDING SOURCE**

N/A

**PREPARED BY**

Dennis J. Enslinger  
Assistant City Administrator  
Date: July 28, 2010

**City of Prairie Village  
Solid Waste Management Fund**

	<b>2008 Actual</b>	<b>2009 Actual</b>	<b>2010 Budget</b>	<b>2010 Estimate</b>	<b>2011 Budget</b>
<b>Fund Balance 1/1</b>	\$ 164,543	\$ 188,879	\$ 153,124	\$ 178,638	\$ 124,465
<b>Revenues:</b>					
Licenses & Permits	1,641	970	4,000	4,000	4,000
Charges for Services	1,304,783	1,383,667	1,467,095	1,452,625	1,674,700
Interest on Investments	16,548	1,484	1,000	1,000	1,000
<b>Total Revenue</b>	<b>1,322,972</b>	<b>1,386,121</b>	<b>1,472,095</b>	<b>1,457,625</b>	<b>1,679,700</b>
<b>Total Sources</b>	<b>1,322,972</b>	<b>1,386,121</b>	<b>1,472,095</b>	<b>1,457,625</b>	<b>1,679,700</b>
<b>Expenditures:</b>					
Personal Services	17,493	21,774	22,268	22,681	23,603
Contract Services	1,281,143	1,374,492	1,464,541	1,489,117	1,636,770
Commodities	-	96	-	-	200
Capital Outlay	-	-	-	-	-
<b>Total Expenditures</b>	<b>1,298,636</b>	<b>1,396,362</b>	<b>1,486,809</b>	<b>1,511,798</b>	<b>1,660,573</b>
<b>Total Uses</b>	<b>1,298,636</b>	<b>1,396,362</b>	<b>1,486,809</b>	<b>1,511,798</b>	<b>1,660,573</b>
<b>Sources Over(Under) Uses</b>	24,336	(10,241)	(14,714)	(54,173)	19,127
<b>Fund Balance @ 12/31</b>	<b>\$ 188,879</b>	<b>\$ 178,638</b>	<b>\$ 138,410</b>	<b>\$ 124,465</b>	<b>\$ 143,592</b>

**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



## CITY CLERK DEPARTMENT

Council Meeting Date: August 2, 2010

**CONSENT AGENDA:** Consider Homes Association Exemptions from Solid Waste Services

### **RECOMMENDATION**

Staff recommends the City Council exempt the following Homes Associations from city-provided Solid Waste Collection Services for 2011: Countryside East Homes Association; Normandy Square Homes Association and Town & Country Homes Association.

### **BACKGROUND**

The municipal code allows for homes associations to exempt from city-provided solid waste collection services provided they provide to their members an equal or higher level of service. These homes associations have contracted to provide their own service for the past several years and are charged an exemption fee per household exempted.

### **FINANCIAL IMPACT**

The homes associations are assessed an exemption fee based on the number of households exempted.

### **PREPARED BY**

Joyce Hagen Mundy  
City Clerk

Date: July 26, 2010



## ADMINISTRATION

Council Committee Meeting Date: July 19, 2010

Council Meeting Date: August 2, 2010

**CONSENT AGENDA: AUTHORIZE THE MAYOR TO SIGN THE CONTRACT FOR WEBSITE DEVELOPMENT, HOSTING AND MAINTENANCE SERVICES WITH VISION INTERNET FOR THE DEVELOPMENT (PHASE II) OF THE WEBSITE IN THE AMOUNT OF \$39,945 SUBJECT TO APPROVAL BY THE CITY ATTORNEY**

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### RECOMMENDATION

Staff recommends the City Council authorize the Mayor to sign the contract for website development, hosting and maintenance services with Vision Internet for the development (Phase II) of the website in the amount of \$39,945 subject to approval by the City Attorney.

### BACKGROUND

During the interview process for a website vendor, the Communications Committee decided to award the contract in two phases:

- Phase I - Discovery/Design
- Phase II - Build/Development

The two phase approach was recommended by a volunteer consultant and recognizes that the design team may or may not be the best entity to build and implement the Content Management System (CMS).

Council approved a contract with MMG Worldwide on January 4, 2010 for the Discovery and Design phase (Phase I) for the website. The Communications Committee and staff have been working with MMG Worldwide since that time on the design. The purpose of the discovery portion of Phase I was to determine the scope and functionality required for Phase II. The design was presented to Council on May 17, 2010.

MMG Worldwide submitted their proposal for the development of the website on June 4, 2010. Staff and the Communications Committee expressed concerns about the proposal including: cost, maintenance cost, functionality, number of systems, experience with CMS, social media integration, schedule, and intranet/extranet sites. The Communications Committee reviewed the proposal at their meeting on June 8, 2010 and directed staff to seek proposals from the two other finalists: Civic Plus and Vision Internet.

Staff met with all three vendors and obtained written proposals. All three vendors can maintain the integrity of the design. The attachments include a cost comparison and a comparison of the functionality included. None of the vendors can include all desired functionality within this phase.

Staff met with the Communications Committee on July 14 to discuss the proposals. The members in attendance at the Communications Committee were in support of staff's recommendation (a quorum was not present to take official action).

Staff recommends Vision Internet for Phase II for the following reasons:



- Current design can be implemented
- Easy to use/navigate their Content Management System
- CMS is non-proprietary
- One system with one log-in for all aspects of the website
- One-click social networking integration
- Maintenance is not required. Unused maintenance purchased can be used for future upgrades.
- Unlimited extranets for password protected sites
- Integrated email updates with calendar and news
- Dedicated to continually updating and adding to their CMS which is specifically designed for government entities
- Provide mobile site

At the July 19, 2010 meeting, the Council Committee approved the selection of Vision Internet as the preferred vendor for the development (Phase II) of the website. Attached are the contract documents for approval.

#### **FUNDING SOURCE**

Equipment Reserve Fund - \$60,000

The city is committed to pay MMG Worldwide for the discovery/design phase in the amount of \$17,500.

#### **ATTACHMENTS**

1. Website Development, Hosting and Maintenance Services
2. Attachment A - Scope of Services
3. Attachment B - Design
4. Attachment C - Sitemap

#### **PREPARED BY**

Jeanne Koontz, Deputy City Clerk

Date: July 27, 2010

**Website Development, Hosting and Maintenance Services  
Terms and Conditions**

1. These Terms and Conditions, and any attachment signed by the parties attached hereto, represent the complete agreement and understanding ("Agreement") between Vision Internet Providers, Inc., a California corporation ("Contractor"), and the City of Prairie Village, Kansas ("City"), and supersedes any other written or oral agreement with regard to the website development services provided for herein. Any modification of this Agreement is valid only if the modification is in writing and signed by both Parties. City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties."

2. Contractor will provide the following services to City in exchange for payment of fees and compliance with the Terms and Conditions of this Agreement. This Agreement, City activities and all discussions regarding City website development shall be treated as confidential and shall not be disclosed to parties other than representatives of Contractor and the authorized representatives of City. It is agreed that a designee of City, Jeanne Koontz, will be project manager, with decision making authority on behalf of City, for purposes of this Agreement.

3. Contractor agrees to perform Website Development as described in "Attachment A" at a price of \$39,945.00.

(a) City agrees to pay Contractor as follows:

- (i) An initial payment equal to 20% of the total cost;
- (ii) A payment equal to 50% of the total cost upon implementation of the Vision Content Management Tool on a Contractor's server;
- (v) A payment equal to 30% of the total cost upon completion of the website and City approval.

4. Documents & Data; Licensing of Intellectual Property: This Agreement creates a non-exclusive and perpetual license for City to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"), to which Contractor retains ownership of all intellectual property rights. City understands and agrees that Contractor shall retain all right, title, and interest to the Vision Content Management System (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

5. Contractor shall provide for one unique domain, monthly website hosting and database hosting on a shared server ("Hosting") for a period of twelve months commencing on the date of the website launch. Hosting will be billed to City at the rate of \$200 per month for a period of twelve months ("Initial Term"). With respect to the Initial Term, unless one party has given written notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term, this Agreement will continue in effect on a year-to-year basis thereafter until one party gives written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of any renewal term. If the Term of this

Agreement is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension Term, except that all rates, fees, charges, and compensation payable to Contractor hereunder shall be increased by five percent (5%) per year, for each annual renewal period extending the term hereof.

6. Contractor shall provide at no charge, monthly website maintenance and updates (“Maintenance”) for up to five hours each month for a period of three months commencing on the date of the website launch. Maintenance beyond five hours per month in the first three months is optional. Optional services and maintenance after the first three months are considered Extra Work as described in Paragraph 7.

7. Additional services not covered in this Agreement and extra hours will be presented to City for approval prior to commencement of work (“Extra Work”). Extra Work will be billed at Contractor’s prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. City shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable.

8. Intentionally omitted.

9. City shall supply all information to Contractor in digital format including without limitation copy, text, audio files, video files, pdf files, photographs, artwork and preexisting graphics.

10. City understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 7.0 and 8.0 and Firefox 3.0 and 3.6. Website backend will be compatible with Internet Explorer 7.0 and 8.0. Website may not be compatible with previous or future versions. Website will be optimized for 1024 x 768 pixels resolution or above. City understands and agrees that the website will be developed with Hypertext Markup Language (“HTML”), JavaScript, and Microsoft ASP.NET (“MS-ASP”) interfaced with a database created in Microsoft SQL Server 2005 (“MS-SQL”). City understands and agrees that the website is developed to run on a Microsoft Windows 2008 Server (“MS-Server”). visionMobile™, if provided under this agreement, will be compatible with iPhone OS Safari 4, Android Chrome 4, Windows Mobile OS IE 6, BlackBerry Browser 4.5 and 5.0, Opera Mini 4 and 5, and Palm webOS. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include “Powered by Vision Internet” in the footer and always be linked to a Contractor web page. City is responsible for the costs of all software licensing.

City understands and agrees that the website frontend will be designed to be compliant with Section 508 guidelines on accessibility. Content migrated into the website by Contractor will also be compliant. Compliance standards will be verified via Watchfire’s Bobby™ software prior

to Completion. City understands and agrees that website backend and third party tools may not be Section 508 compliant.

11. Limited Warranty: Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to City. All programming code developed by Contractor within the project is warranted for a period of twelve (12) months from the date of the completion of the website ("Completion"). Contractor will create a backup of the website on the date of Completion. If any warranted problem arises while City or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is maintaining and hosting the website, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by City to Contractor and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

12. Contractor does not warrant any results from the use of any web pages created under this Agreement, including but not limited to, the number of page or site visitations, download speed, database performance, or the number of hits or impressions.

13. Although Contractor may offer an opinion about possible results regarding the subject matter of this Agreement, Contractor cannot guarantee any particular result. City acknowledges that Contractor has made no promises about the outcome and that any opinion offered by Contractor in the future will not constitute a guarantee.

14. Contractor may use any web pages developed for the City in any of its own promotional materials as examples of its work. City agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

15. Each Party warrants that it holds all rights necessary to display all the images, data, information or other items being displayed at the City's web pages during the effective period of this Agreement. City expressly authorizes Contractor to display and/or modify any City supplied images, data, information and other items in connection with the services provided herein.

16. City agrees to use the website in strict accordance with, but not limited to, all local, state, and federal laws. City hereby agrees that any text, data, graphics, or any other material published by City on its website is free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscenity or libel.

17. Intentionally omitted.

18. With regard to web hosting, the Parties agree to the following:

(a) Contractor shall not be responsible for limitations including but not limited to service interruptions, server down time, loss of data, or access speed. The reliability, availability and performance of resources accessed through the Internet are beyond Contractor's control and are not in any way warranted or supported by Contractor. Except as expressly set forth in this Agreement, it is City's responsibility to maintain the website and make back-ups of all hosted files.

(b) City agrees not to use any process, program or tool via Contractor for gaining unauthorized access to the accounts of other Contractor clients, customers or account holders or other Contractor systems. City agrees not to use Contractor services to make unauthorized attempts to access the systems and networks of others. Any attempt to do so will result in immediate termination of Contractor services at Contractor's discretion.

19. Contractor will defend, hold harmless and indemnify City from and against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising solely out of Contractor's negligence or intentional misconduct or failure to perform obligations under this Agreement.

20. City will defend, hold harmless, and indemnify Contractor, its officers, directors, shareholders, employees, and agents from and against all liability, loss, cost, expense, including reasonable attorney's fees, resulting from any claim of injury to person, damages to property, or monetary damages arising out of City's negligence or intentional misconduct or failure to perform obligations under this Agreement.

21. Estimated times are included for convenience. Actual times will vary depending on City interaction and participation. However, the Parties agree to reasonably cooperate with one another in the construction and design of the website in a timely manner.

22. This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California. Any cause of action of City with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred.

23. The waiver by one Party of any term or condition of this Agreement, or any breach thereof, shall not be construed to be a general waiver by said Party or as a waiver of any other term or breach.

24. Neither the course of conduct between the Parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

25. With the intent to be legally bound, each of the undersigned hereby covenants and

acknowledges that he, she or it (a) has read each of the terms set forth herein, (b) has the authority to execute this Agreement for such person or entity, and (c) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

26. It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties.

27. The Parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a Party chooses not to seek independent legal counsel, that Party does so freely and knowingly and waives any such rights to counsel. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

28. Should a dispute, including but not limited to any litigation or arbitration be commenced (including any proceedings in a bankruptcy court) between the Parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the Party or Parties prevailing shall be entitled to reasonable attorney's fees and court costs incurred by reason of such action.

29. Except for any injunctive relief or similar remedy, which may be sought in any court of competent jurisdiction, any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute[s] in question; or any other question of arbitrability or form of disagreement or conflict among the Parties to the Agreement, shall be submitted to final and binding arbitration at the request of either Party, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Each Party shall be responsible for one-half of the costs for the arbitrator(s) and arbitration.

30. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective upon Contractor's receipt of an executed copy of this Agreement.

31. Force Majeure: Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

32. In the case of any conflict between the Terms and Conditions, Proposal, and Attachment A, the following order of priority shall be utilized: Terms and Conditions, Attachment A, Proposal.

33. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

34. The titles and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and are not intended to summarize or otherwise describe the subject matter of such paragraphs and shall not be given any consideration in the construction of this Agreement.

35. Contractor shall agree to offer the prices and terms and conditions offered herein to other state, local, county, education, and municipal government agencies in the United States who wish to participate in a cooperative purchase program with Contractor.

36. All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each Party as follows:

(a) City: City of Prairie Village  
7700 Mission Rd  
Prairie Village, KS 66208  
Attn: Jeanne Koontz  
Fax: (913) 381-7755

(b) Contractor:  
Vision Internet Providers, Inc.  
2530 Wilshire Boulevard, 2nd Floor  
Santa Monica, California 90403  
Attn: Steven Chapin  
Fax: (310) 656-3103

CITY OF PRAIRIE VILLAGE

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

APPROVED AS TO FORM: \_\_\_\_\_  
Catherine P. Logan, City Attorney

VISION INTERNET PROVIDERS, INC.

DATE: \_\_\_\_\_ By: \_\_\_\_\_  
STEVEN CHAPIN Title: President

6 City's Initials \_\_\_\_\_

Contractor's Initials \_\_\_\_\_

## Attachment A Scope of Work

Following is the Scope of Work for the City of Prairie Village's ("City") website to be performed by Vision Internet ("Contractor"). In this document the words "we," "us," and "ours" refer to Contractor. The word "you" refers to City.

Working with the design and sitemap/navigation the City will provide, Contractor will implement the Vision Content Management System ("VCMS"), Web 2.0/Gov 2.0 features, and Included Interactive Components for the City's website.

### ***Implementation***

Contractor will program the website according to the approved specifications and creative design. Programming will include the implementation of the VCMS and development of the interactive components and features. Contractor's creative team will give direction for the sub-level page development and we can provide guidance on the best practices for web content writing. Contractor will include in the scope of your project the migration of up to 100 pages into the new website.

To ensure the quality of your website, we do extensive testing and reviewing of the website code. We will thoroughly follow an exhaustive checklist of all pages and functions created during your website's development. We recommend that you have a staff representative participate in this process to verify the site fulfills the expectations for the project.

During the website's launch stage, the website is moved to the production server. We will install other necessary software specified by Vision Internet, make necessary configuration changes, and transfer the code and content. We again go through the final quality assurance process, ensuring the site transfers correctly. After you approve that the website is ready to launch, the website will be made available to the public. We will continue to monitor the website over the next three months to make sure that the entire site is functioning properly.

Please note that the City will be responsible for providing Contractor with the homepage and interior page designs for the website in PSD format, as well as the website's sitemap/navigation. Contractor will work with MMG Worldwide, Inc. to ensure implementation of the design. Contractor will need to review and approve the standard interior page/detail page design to confirm it works with the VCMS. To meet the requirements of our VCMS, the top and left navigation will be automatically updated to reflect the consistent navigational hierarchy of the website information. The left column will display only navigational and static elements. The main content area of each page will be manually editable by your staff using our WYSIWYG editor. We will use the design elements you provide to create a library of styles your staff will have access to when managing pages.

The City's website will utilize VCMS which was created in Microsoft ASP.NET and SQL Server. Upon final payment, Contractor will provide City with the source code for City's own use.

City's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_



## Attachment A Scope of Work

### ***Training***

Contractor will also provide a one day, onsite training consisting of a session for each department's content author in addition to an overall system administrator. For content authors, we will train them on how to create and update content using the VCMS and for the administrator, we will instruct them on managing security, system configuration, and other advanced topics. A custom training manual and reference is provided for updating the website. The manual incorporates screenshots from your website, making it easy for staff to understand and use.

### ***Included Interactive Components and Features***

Contractor will provide the City with interactive components for managing special types of content. The Interactive Components to be utilized are:

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Administration Tools         | <input type="checkbox"/> e-Notification             | <input type="checkbox"/> News and Newsletters                         |
| <input type="checkbox"/> Agenda and Minutes Manager   | <input type="checkbox"/> Emergency Homepage Alert   | <input type="checkbox"/> OneClick Social Networking™                  |
| <input type="checkbox"/> Approval Cycle               | <input type="checkbox"/> Event Share                | <input type="checkbox"/> Online Web Statistics with Vision Hosting    |
| <input type="checkbox"/> Archive Bin                  | <input type="checkbox"/> External Splash Screens    | <input type="checkbox"/> Printable Pages                              |
| <input type="checkbox"/> Audit Trail Log              | <input type="checkbox"/> Extranet (Members Only)    | <input type="checkbox"/> Quick Links                                  |
| <input type="checkbox"/> Auto Archiving               | <input type="checkbox"/> Facilities Directory       | <input type="checkbox"/> RFP Postings                                 |
| <input type="checkbox"/> Automatic Alt-Tags           | <input type="checkbox"/> Feedback Form              | <input type="checkbox"/> Rotating Homepage Banners                    |
| <input type="checkbox"/> Automatic Image Resizing     | <input type="checkbox"/> Font Resizing              | <input type="checkbox"/> RSS FeedReader                               |
| <input type="checkbox"/> Backend Hacker Protection    | <input type="checkbox"/> Form/Survey Tool           | <input type="checkbox"/> RSS Feeds                                    |
| <input type="checkbox"/> Bookmark and Share           | <input type="checkbox"/> Form Templates             | <input type="checkbox"/> Service Directory                            |
| <input type="checkbox"/> Business Directory           | <input type="checkbox"/> Forward to a Friend        | <input type="checkbox"/> Site Audit Reports                           |
| <input type="checkbox"/> Community Spotlight          | <input type="checkbox"/> Frequently Asked Questions | <input type="checkbox"/> Site Search                                  |
| <input type="checkbox"/> Component Category Manager   | <input type="checkbox"/> Friendly URL Manager       | <input type="checkbox"/> Sitemap Generator                            |
| <input type="checkbox"/> Component Manager            | <input type="checkbox"/> GovBlog                    | <input type="checkbox"/> Spam Stopper                                 |
| <input type="checkbox"/> Connected Pages              | <input type="checkbox"/> Guest Book                 | <input type="checkbox"/> Staff Directory                              |
| <input type="checkbox"/> Content Scheduling           | <input type="checkbox"/> I Want To...               | <input type="checkbox"/> Sticky News                                  |
| <input type="checkbox"/> Department Manager           | <input type="checkbox"/> Image Library              | <input type="checkbox"/> Updated and Expired Content Manager          |
| <input type="checkbox"/> Document Central             | <input type="checkbox"/> Integrated Twitter™ API    | <input type="checkbox"/> User Permissions, Content and Security Roles |
| <input type="checkbox"/> Dynamic Breadcrumbs          | <input type="checkbox"/> Job Postings               | <input type="checkbox"/> visionMobile™                                |
| <input type="checkbox"/> Dynamic Calendar System      | <input type="checkbox"/> Link Redirect              | <input type="checkbox"/> Weather Update                               |
| <input type="checkbox"/> Dynamic Department Homepages | <input type="checkbox"/> Most Popular Pages         | <input type="checkbox"/> Workspace                                    |
| <input type="checkbox"/> Dynamic Homepage             | <input type="checkbox"/> Multilingual Translation   |   |
|   | <input type="checkbox"/> Navigation Control         |   |

City's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_

## Attachment A Scope of Work

Each of these interactive components is described in detail below.

Customization of the VCMS includes the frontend graphic design and layout as well as adding or subtracting fields for your specific needs.

### Administration Tools

VCMS includes a number of functions that make it extremely easy for your non-technical staff to manage website content. The most important include:

- Browser-Based Administration that allows for easy management of content by anyone who is familiar with surfing the Internet and using basic word processing programs. There is no need for your staff to know programming when updating content. This allows authorized staff members to update, delete, and create new pages based on a predefined template, and insert them into the website's navigation.
- Email Address Masking which prevents spammers from getting the email addresses of your employees when crawling your site.
- Multiple File Upload where users can upload multiple files from multiple locations simultaneously.
- Page Hiding which allows staff to hide unpublished pages from public viewing.
- Page Linking that enables you to easily create links to any page in the website or to other websites.
- Paste Text from Microsoft Word to make it easier to add content to the website while stripping MS Word formatting and converting it to HTML.
- Search and Replace component that replaces a word or phrase within the page.
- Secure Administration that offers password protection to content management functions. Our sophisticated component allows you to grant management rights to specific users or groups of users. Administration rights can be granted to the entire site or restricted to specific areas or types of content (i.e. by department).
- Single-Source Web Publishing that permits administrators to update a single web page and reflect those changes on multiple pages throughout the site.
- Spell Check to help you create content that is free of any embarrassing spelling errors.
- Styles that can be applied to such elements as text, headers, and lists, thereby enabling you to create web pages with a consistent look.
- Undo, Redo, and Trashcan tools giving you the ability to recover from mistakes.
- WYSIWYG Text Editor that is based upon standard document creation components that make it easy for your non-technical staff to edit and format text. With the WYSIWYG (What You See Is What You Get) editor, they can change font styles, colors, sizes, and formatting such as bold, italics, and underlining.

### Approval Cycle

For websites where content authorship and updates are distributed throughout an organization's departments, it is helpful to implement the Approval Cycle where content

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updates and changes do not go live on the website until one or more persons have approved them. Our clients find that having the Approval Cycle allows website maintenance to be delegated while ensuring consistency throughout the site. This eliminates errors and the posting of inaccurate content.

Our Approval Cycle allows you to segment the management of content by groups of users (such as departments), in addition to types of content as determined by the interactive components. Unlike most content management systems available today which restrict you to only two-step workflows such as authoring and publishing, the VCMS is extremely flexible allowing you to define as many workflows as you require with as many steps in the approval as you deem necessary! As your work requirements change overtime, you will want the flexibility and scalability of the VCMS to customize your current and future approval process needs.

### **Archive Bin**

The advent of FOIA and Sunshine Laws has placed new requirements on government agencies as they create and maintain websites. Though requirements vary across jurisdictions, archiving documents and website content is fast becoming a necessary feature for all government websites. To help keep your website compliant with these laws, the Archive Bin stores all content deleted from your website, where it can be easily restored to the site or saved for archiving purposes. Coupled with our expired content log, this feature not only meets often-mandated archiving requirements, but also protects your agency from administrative error.

### **Auto Archiving**

With Auto Archiving, your calendar, event, and news items are automatically archived on the website. This archive system helps ensure that information is available for future reference by both your staff and citizens.

### **Automatic Alt-Tags**

Automatic Alt-Tags for images ensures compliance with Section 508 of the American Disabilities Act. The Alt-Text, which is a short description added to your images, helps those reading content on your website with a screen reader to understand what the image is about.

### **Automatic Image Resizing**

The VCMS features Automatic Image Resizing, which converts your photos and graphics, into web ready images optimized for display on your web pages. Images are resized by the system upon upload, and files of non-web format such as .bmp and .tif are automatically converted to the web-friendly .jpg format.

### **Backend Hacker Protection**

In the past, all that was required for a website to be considered secure was the installation of a Secure Socket Layer (SSL) to encrypt the log-in information. Nowadays, hackers commonly use robot tools to attempt infinite username and password combinations in order to bypass the SSL and break into the website backend. In order to

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protect your website, we have included reCAPTCHA to prevent these automated attempts by hackers. After a user makes five failed log-in attempts, a reCAPTCHA message and field will appear, requiring human judgment to read or listen to the message, then type it into the field along with the username and password. This layer of protection goes the extra mile to keep your site and information secure.

### **Bookmark and Share**

The Bookmark and Share component is a Web 2.0 feature that helps you spread your content across the web. It makes it easy for website visitors to bookmark and share your content among their favorite social destinations on the web. This tool allows website visitors to share your content with popular social networking and news sites including Facebook, Twitter, Delicious, Digg, Reddit and MySpace.

### **Business Directory**

One way to promote local businesses is the use of a Business Directory in the City's website. This supports local industry and businesses by increasing their ability to reach a national/international market while at the same time making residents more aware of them. When you list businesses on your website, their individual websites will automatically have higher placement in search engines because of your link to them; websites linked to government websites are given higher placement by many search engines like Google.

The Business Directory is an interactive index of local businesses. Your staff can post a business's name, description, location, contact information, links to their sites, and, if available, a graphic (i.e. logo or photo). Additionally, if the City chooses to have the Form/Survey Tool implemented on its website, we can provide a submission form that businesses can use to enter their own information into the Business Directory. Your staff would be able to review and approve submissions before publishing the information on the site. Users would then be able to browse an alphabetical listing of these businesses or filter the directory based upon categories you define.

### **Community Spotlight**

Being able to draw attention to important information is a necessity on a local government website. With the Community Spotlight, your website can have a prominent area on the homepage that highlights community events, classes, announcements, business opportunities and other information that would be especially important to your residents. Your staff will be able to link Community Spotlight notices to webpages with additional details and change the highlighted item to reflect current community events.

### **Component Category Manager**

Key components on your website, including the Dynamic Calendar System, News and Newsletters, Frequently Asked Questions, and Job Postings, are set-up to allow users to filter through content by category. Additionally, pages can be set up throughout your website to display just one category of items on custom component pages. To provide consistency throughout the site, these category settings are managed in one location of each component.

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The Component Category Manager allows your website administrator to add unlimited categories, rename existing category names, and delete any unused categories from the list. Any changes made from this component will automatically be reflected on all category functions throughout the website. Instead of limiting you to a certain number of category entries, this component empowers you with UNLIMITED potential as you maintain your website now and in the future.

### Component Manager

The Component Manager allows your administrator to create dynamic and user-centric pages. Depending on the settings, content in the page can be automatically displayed and expired without any managerial time from the administrator. For example, the administrator can create a component page displaying events of a particular category and/or department. When an event has expired, it will automatically be moved into an archived view. In addition, for some components, there are multiple views to layout content to enhance users' usability experience. This feature gives you the flexibility to create dynamic content pages in most any area of your website.

### Connected Pages

Content on your website may be relevant to different departments, and thus may need to appear in different navigation areas throughout the site. Connected Pages, unique to Vision Internet, allows you to create multiple instances of any web page and place them in different areas of the website. Changes made to any instance of a Connected Page are reflected immediately across all other instances, saving your staff precious time and eliminating duplication of effort, while keeping information on the website consistent and easy to find.

### Content Scheduling

Content Scheduling saves time and money. It allows all standard pages and specific predefined component content to be published ahead of time. In addition, content can be set to expire on a specific day and time so that it can be automatically removed or archived by the system. The Content Scheduling feature is handy for seasonal and time-sensitive content, and gives you the ability to have updates occur to the site automatically when you are away from the office.

### Department Manager

Key components on your website, including the Dynamic Calendar System, News and Newsletters, Frequently Asked Questions, and Job Postings, are setup to allow end-users to filter through content by department. Additionally, your departments can choose to display their department-specific items on their own custom pages. For example the Parks and Recreation department can have their *own* events on their *own* calendar.

To provide consistency throughout the site, these department settings are managed in one-central location similar to the Component Category Manager. The Department Manager allows your website administrator to add unlimited departments, rename existing department names, and delete any unused departments from the list. Any change made from this component will automatically be reflected on all department

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functions throughout the website. Instead of limiting you to a certain number of department entries, this component empowers you with UNLIMITED potential as you maintain your website now and in the future.

### **Document Central**

One of the main reasons people visit a local government website is to get information and download important documents and forms. With the Document Central, website visitors can easily find the information they need, and you can slash printing and distribution costs for all types of documents.

Based on our extensive experience in content management, we recommend a centralized location for all documents. This allows website visitors to browse for documents from a single, categorized location as well as to access information from individual pages within the website. Furthermore, it allows easier administrator management of files, thus preventing confusing links and ensuring there are not multiple versions of the same document throughout the site. To prevent broken links in the website, the Document Central prevents deletion of linked documents and provides a complete list of pages linking to the document to simplify website administration.

We recommend all documents be stored in Adobe Acrobat PDF format to enable everyone to view them, regardless of platform. However, you may upload most types of files including Microsoft Word, Excel, graphics files, and audio or video clips.

### **Dynamic Breadcrumbs**

Dynamic Breadcrumbs are an automated navigational aid that displays the website visitor's current path on the top of each page to let them know exactly where they are on the website. The breadcrumbs provide your website visitors an extra method of navigating the site.

### **Dynamic Calendar System**

Interactive calendars are a staple of local government websites and are an essential tool for your site's success. The Dynamic Calendar System can be used to improve attendance at your events and meetings by making it easier for users to find the types of events important to them. The Dynamic Calendar System allows staff to create calendars for any department or category your staff chooses. These calendars can share events, preventing duplication of effort.

Calendars can be implemented in a user-friendly monthly or yearly format. To assist users further, your website's Calendars will have filtering tools that allow them to find information by month, category, or even departments. This makes it quite easy to locate specific information.

Our Dynamic Calendar System contains a number of advanced functions including:

- Recurring events function
- Automatic archiving
- Integration with e-Notification component
- Ability to create and assign filtering categories to events

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- Ability to restrict use of categories by specific staff
- Ability to control which events to include on the homepage of the site
- Ability to insert calendar pages anywhere in the site navigation
- Ability to apply different calendar formats including standard monthly calendar and a listing of events
- Add to my Outlook calendar link
- Automatic event address link to Google Maps for driving directions
- Automatic RSS feeds

*NOTE: With the e-Notification component, calendar events may also be broadcast to subscribers via email.*

### **Dynamic Department Homepages**

While the Dynamic Homepage will provide information for the City overall, the Dynamic Department Homepages will provide the same functionality for individual departments and programs. The system will be implemented in a way that information could be posted on both the main homepage and a department or programs homepage simultaneously without duplication of effort.

### **Dynamic Homepage**

It is important on a city website to list the most current news, press releases, or events. This keeps the community informed while ensuring the website is fresh and timely. It also exposes website visitors to important information they may not necessarily be looking for.

A Dynamic Homepage automates this process for your staff by displaying the most recent information and automatically removing it when it is no longer relevant. It will save your staff time while guaranteeing that your homepage is up-to-date.

### **e-Notification**

Increase communication, draw in more repeat users, and get important information out more quickly, using our email based e-Notification tool. Our tool provides a sign-up box allowing users to add their email addresses to receive important notices, and set their preferences for the e-Notifications they would like to receive. Each registration is verified via a confirmation email that the user must respond to in order to complete the registration process. This same mechanism allows each user to change preferences including opting out from subscription lists.

To better manage the e-Notification process, your staff can see how many subscribers there are for each category, plus edit subscriber information and export the subscriber database for use in other systems.

The best part about our e-Notification tool is that it also integrates with the Calendar and News and Newsletter components, giving you the ability to broadcast event and news content from your website to your subscribers. There is no need to recreate the content. This integrated approach enables your users to sign up for different types and categories

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of content on a single subscription page in order to have it delivered directly into their email box.

### **Emergency Homepage Alert**

In the case of an emergency, it is extremely important for cities to reach out to residents in the most efficient way possible. By doing so, potentially life saving information reaches those who need it most. Notifying the City's website users is simple with the Emergency Homepage Alert. The notice is easily customized and can be prepared in advance with common evacuation or shelter information. The Emergency Homepage Alert would prominently cover the main area of the homepage so users would not miss it. The screen shot shows the implementation of this in the Yolo County website.

### **Event Share**

The Event Share component allows users to export items on any of your website's dynamic calendars into their Google, Yahoo, Outlook and other calendars compatible with iCalendar. By sharing this information among users' online calendars, the City will be able to increase awareness and attendance to its events.

### **External Splash Screens**

Providing compliance with the "Guidelines for All Second Level Gov Internet Domains", which requires organizations utilizing ".gov" domain names to notify users when they are leaving the official .gov internet page, this component automatically redirects users to an exit (splash) message whenever they click on external links within your website. The redirection can be turned on or off, should you decide to utilize a non-.gov domain name now or in the future. Once again this illustrates how easy the VCMS can manage otherwise tedious tasks.

Reference: [http://www.dotgov.gov/program\\_guidelines.aspx](http://www.dotgov.gov/program_guidelines.aspx), "Guidelines for All Second Level Gov Internet Domains", item 1.e. "Link Change Notification".

### **Extranet (Members Only)**

Vision Internet can implement an Extranet where restricted content is integrated into the main city website. The restricted content is not viewable by users until they log into the website (i.e. designated staff or elected officials). Once they log in, they will see the additional content within the menus or as an additional section to the main website.

When implementing the Extranet, you may want to have different levels of information access. With our Extranet tool, you can define an unlimited number of groups such as designated staff, executive management, and elected officials. Registered users can belong to any number of groups and any number of groups can be associated with most pages in the Extranet. Once implemented, the website visitors will need to log into the website using a username and password to view the secure pages.

The basic Extranet tool includes functionality to restrict viewing pages in the navigation of the website. Additionally, the tool offers the ability to restrict viewing content in Staff Directory, Blog, News and Calendar. An additional fee applies for implementing Extranet functionality within other interactive components.

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### **Facilities Directory**

The Facilities Directory provides citizens with a listing of all types of facilities in the community. Site users are able to search the listing by type (such as parks, recreation centers, and schools) amenities (such as swimming pool, meeting rooms, and kitchen), and capacity. Because the tool is designed to list all facilities in the community, it has a registration form where organizations can put in the necessary information about the facility they have available. Entered information does not become live on the website until after review and approval by your designated administrator.

Facilities listed on the directory can also be added to a Google map of your area, providing website visitors with a visual guide to City amenities.

### **Feedback Form**

It is important on a government website for a City to receive feedback from the community it serves. This way, your staff will be able to provide the information that your users request most often. The Feedback Form component will allow residents to submit comments on individual pages which will be automatically sent to a member of the City's staff. A designated staff member will receive this feedback with information directing them to a specific page on your website. This component is a great way for you to find out what information is most useful to your community members.

### **Font Resizing**

Font Resizing allows users to adjust font sizes according to their personal preferences. For example, someone may want a much larger text size for easier reading. The font size buttons will be located unobtrusively on every page of the website so that users can adjust the text they are reading anytime they like. This is most convenient and appreciated by website visitors and staff alike.

### **Form/Survey Tool**

Interactive forms are the staple of an effective government website. They allow users to communicate and interact with their government at convenient times. Vision Internet's Form/Survey Tool can be used to develop online forms for asking questions, getting feedback, or submitting applications. Keep in mind that these online forms can be used for replicating many paper forms the City uses, including service requests.

The Form/Survey Tool also provides you with the ability to easily create your own online surveys and track the results in real-time. In contrast to the traditional paper survey approach, online surveys are more convenient because they eliminate the time and expense of mailing back responses. Furthermore, you can display the results in several formats, including graphical representations. This allows your staff to aggregate the responses and view them in report format.

The tool supports fill in the blank, multiple choice, multiple select, and ranking type questions. It also has an export function so you can analyze the results using Excel or any other program capable of importing CSV files. This is a third party tool, so the Approval Cycle functionality is not available.

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### **Form Templates**

Along with the ability to create your own online forms, we will also include a set of 12 form templates. You can customize these forms to be used for employment applications, service requests, business license applications, gathering feedback, submitting events to the website's online calendar, and satisfaction surveys. Additionally, your staff can customize these forms for more specific functions. Please note that these forms work with the Form/Survey Tool.

### **Forward to a Friend**

What better way to build traffic to your website than through the Forward to a Friend component. In content rich websites like yours, people will often find information they want to share with others. With the Forward to a Friend component, you can flag individual pages as available for forwarding to a coworker, friend or colleague. Additionally, the interactive components will automatically have a button for forwarding to a friend. The simple form asks for both the sender and recipient's email addresses and, if they care to, allows comments to be sent with the page link. The recipient will receive a short email from their colleague directing them to a specific page on your website. This component empowers your online visitors to share information from your website that they find particularly useful.

### **Frequently Asked Questions**

Frequently Asked Questions (FAQ) are a website staple that visitors have come to expect. While traditional FAQs consist of long lists of questions that may overwhelm users, our component provides a simple and easy way for them to find the information they need. Website visitors are able to browse the list of questions (and answers) by categories you define. Multiple categories may be assigned to each question so that your visitors will be able to find answers based upon the category that best matches what they are looking for.

Your staff will also love the feature because our component presents a much simpler solution to creating FAQs. Questions and their associated answers are submitted through a simple and centralized interface. Our component does the rest!

### **GovBlog**

The GovBlog feature allows you to create blog-style views of your news listings, making it easier for users accustomed to visiting other popular blogging websites to view updates from the City. Updates will be displayed as blog posts, with recent posts displayed on the same page. This feature affects the layout and display of news only; it does not support visitor comments.

### **Guest Book**

When visiting your website, residents may wish to communicate with the City by sending comments about pages they've viewed. The Guest Book component allows site users to provide their feedback easily. To prevent spam, a verification code system is enabled to identify real users from automated responses. Additionally, your staff will be able to

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review any messages submitted via the Guest Book and determine if they wish to publish the responses on the website.

### **I Want To...**

An action-oriented "I Want To..." navigation menu provides your website visitors with an easy, intuitive way to find the services they are looking for. Residents simply select an action from the menu (such as "pay," "sign up for," "download," etc.), select a specific action type (such as "pay - parking ticket" or "download - planning documents"), and they will be instantly directed to a page with the information or services they require.

### **Image Library**

The Image Library is a centralized place where all images used in the website are stored. This saves space because only a single version of each image is used on the entire site. This also provides greater control, as you can restrict the ability to add new images to specific staff members within your organization. Images remain archived when deleted to prevent accidental broken links within the website while the content management system tracks all pages using individual photos to make it easier for you to replace images in individual pages.

The Image Library also incorporates several components that make managing images much easier. They include automatic scaling and sizing of photos to the maximum size recommended for your website plus automatic alt-tag insertion for images added to pages to ensure future Section 508 compliance.

### **Integrated Twitter™ API**

Utilizing Vision Internet's built-in social networking components, your staff will be able to connect with residents like never before. The VCMS now includes integrated Twitter™ API, which allows your staff to send Twitter™ messages through the system. Community members subscribed to Twitter™ can instantly receive these messages via cell phone text messages, email and RSS feeds. This is a useful way to get information out to residents quickly - your staff can use the Twitter system to send out critical alerts, emergency notifications, news and event updates, and more. The Twitter™ system can also be used for officials to send "micro-blogs," keeping them in touch with target constituents.

### **Job Postings**

Job Postings is one of the most popular types of content on local government websites. By posting jobs within the site, you are both attracting possible candidates and averting the flood of telephone inquiries about positions that do not exist. This, of course, keeps your administrative costs down.

Our Job Postings component makes posting jobs a snap. Your HR staff simply fills out a form that can have any number of fields you define (such as position, department, salary, and benefits). Staff can schedule when postings go live on the website and when they expire, thus simplifying the process and reducing your administrative time and costs.

To make it easy for users, postings can include interactive components for filtering available positions by category, type of position, posting date, and salary. As is normal

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for all our components, your staff is able to define the categories or classification of Job Postings.

*NOTE: With the e-Notification component, job postings may also be broadcast to subscribers via email.*

### **Mapping**

Contractor will use Google maps as the foundation for your maps. Contractor will attempt to incorporate the following maps: wards, homes associations, zoning, shopping centers, schools, capital projects, churches, active building permits and PV Notify. We will work with you to collect the necessary data and verify the map information.

### **Most Popular Pages**

Most Popular Pages is a unique and innovative way to navigate the website and quickly find information. Based on the premise that people tend to want the same information as other users, the Most Popular Pages tool dynamically and automatically creates a list of the most popular pages of the website and displays links to them on the homepage or on a separate page of the site. The list is interactive so that users can filter it by department, topic, or service and quickly locate information of interest.

### **Multilingual Translation**

It is important to reach non-English speaking residents; they are a major audience that may require your services. As part of your project, we can implement the free Google translation link in your website. This link will direct website visitors to the Google translation website.

We will provide links at the top of your homepage that allow for easy navigation between the different language sites. We are one of very few vendors that have specific experience developing foreign language websites. We have created websites in Spanish, Chinese, Haitian Creole, and Danish.

### **Navigation Control**

With Navigation Control, you can easily add, delete, or move pages within the website, allowing you to create new pages for departments, programs, or other important information whenever it is necessary. Your website will also include drop down menus, which allow your website visitors to browse deeper into the site without clicking, so they can find information quickly and easily.

### **News and Newsletters**

By posting news on your site, you will improve communication with your target audiences. Our experience is that news can take many forms, including press releases, newsletters, feature stories, and "what's new" content. With our News and Newsletters component, each of these types of news can be implemented onto a single section of the website or have their own separate area. To ensure usability for website visitors while providing simplicity for staff, news content is automatically moved to an archive section at a predefined interval after publishing. Website visitors can browse the archive by

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category and date range. This is a great way to provide a historical archive while making site administration easy. Additionally, RSS feeds of the News and Newsletters are automatically available to website visitors.

*NOTE: With the e-Notification component, news and newsletters may also be broadcast to subscribers via email.*

### **OneClick Social Networking™**

The innovative OneClick Social Networking™ component will allow your staff to post content to your website and to the most popular social networking sites, such as Twitter and Facebook, with one click - saving your staff precious time and helping you broadcast your news, alerts, events and other notices easily and selectively all across the web. Our OneClick Social Networking™ component integrates with the included Dynamic Calendar System, Job Postings, News and Newsletters, and RFP Postings components.

### **Online Web Statistics with Vision Hosting**

For our clients that opt for us to host their website, we offer Urchin Web Analytics software to analyze website traffic.

### **Printable Pages**

Your website visitors will be able to print out virtually any page on the website with Printable Pages. When a webpage is printed, it will be formatted into a printer friendly format to make it easy to read content offline.

### **Quick Links**

Quick Links will make it even easier for users to find your website's most popular pages. Your staff can easily manage a list of Quick Links in a special drop down menu in the website header or on the homepage itself, allowing you to highlight popular pages or featured links on your website.

### **RFP Postings**

To make future Requests for Proposals simpler, easier to manage, and more cost effective, the website can include an RFP Postings where they can be posted along with amendments and updates.

Potential vendors can download RFPs in a PDF format. Because RFPs are time sensitive, you can schedule when the RFP posting would be live on the website and when it would be removed, thus ensuring your website is kept up-to-date with minimal staff time required.

### **Rotating Homepage Banners**

Rotating Homepage Banners is a great way for you to mix up the design on your site, and ensure that your homepage always looks fresh and inviting. You can easily change the images at any time, and each rotating image can be set to link to a different page on the site, allowing you to use the banner area to highlight special features, events and services. This makes it a great marketing tool for your city!

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Figure 1 Rotating Homepage Banners keep the website looking up-to-date while reflecting your community.

### RSS FeedReader

In contrast to our RSS Feeds feature, which allows users to syndicate content from your website to their readers such as My Yahoo, iGoogle, My MSN etc., the RSS FeedReader allows you to syndicate content from other websites into your website. Syndicated content can vary and be selected by you to include feeds about your overall organization or individual departments, making your website more comprehensive and up-to-date.

### RSS Feeds

RSS (Really Simple Syndication) Feeds keep local residents, potential visitors, and other subscribers up-to-date on important news, events, and announcements from your website. Users can subscribe to your website and receive automatic updates in their RSS readers, mobile phones and personal homepages (such as iGoogle, My MSN and My Yahoo!) as a convenient way of remaining current on community events.

### Service Directory

Key to serving your community is making it easy for them to find the services they need. While we generally recommend organizing information by topic or service in addition to by department and target audience, the interactive Service Directory allows users to filter or search a list of services by category, department, and keyword, thus simplifying the entire process.

For each service in the directory, you can provide a title and description plus associate the service with contacts in the Staff Directory.

### Site Search

Site users can find the specific content they need through the powerful search engine ISYS Search. The component will search both HTML pages and documents such as Adobe PDF files and Microsoft Word documents. It will return results in order of relevance based upon frequency of search words in the page content or metadata and results can be browsed by category. Users can browse search results within different content types, like documents, event calendars, and news. Additionally, ISYS Search automatically indexes and categorizes all materials published on the website, including

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PDF, Word, and Excel documents. ISYS Search supports fuzzy logic and full Boolean keyword searches. This third-party software needs to be installed on the web server.

### **Sitemap Generator**

Some people prefer to navigate from a central sitemap where they are able to quickly see a snapshot of the overall website structure. Additionally, visually impaired people often use the sitemap as their principal source of navigation because it is much faster for their screen reader software to move through this than other navigation pages. The Sitemap Generator makes it easy for website visitors and staff alike by automatically generating a sitemap based upon the current site hierarchy. When a change is made to a page location on the website, it is automatically updated on the sitemap. This ensures up-to-the-minute accuracy, and is much easier than staff having to maintain a static sitemap.

### **Spam Stopper**

The Spam Stopper feature protects your website from spam. Users sending information to the website through the Forward to a Friend, Feedback Submission, Form/Survey Tool and Guest Book components will be asked to submit a verification code before making submissions, guaranteeing that any feedback sent to the website comes from an actual person and not a robot or automated system. We include reCAPTCHA to prevent these automated attempts by hackers.

### **Staff Directory**

It is often difficult for website visitors to find the correct person to contact in a government agency. However, the useful Staff Directory component greatly simplifies this search. It can list all staff persons, departments, even related agencies and partners, along with their contact information and description of their role or area of specialization. Your website users will love the convenience, simplicity, and accessibility; they can easily filter the list of staff based upon name, department, or other criteria determined to be important to them.

Additionally, your staff will be pleased that they can make their email addresses available to others without exposing their contact information to spammers. Our component "masks" email addresses so that email-harvesting software used by spammers cannot automatically extract them from your website.

### **Sticky News**

Occasionally, the City may wish to spotlight news items that are particularly important to website visitors, regardless of when the item was originally posted on the website. With the Sticky News component, your staff will be able to identify news items as "sticky" and have them appear at the top of the news listings on your homepage, even if it is an older item. This means that if a news update is important, your staff will not have to worry about reposting it if it is pushed aside by newer items; they simply need to identify it as Sticky News for it to be easily found by users. If multiple items are selected as "sticky", they will appear at the top of the news list in the order of their published dates.

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### Updated and Expired Content Manager

This handy administrative feature provides website administrators a snapshot of website activities over a selected period of time, based on criteria defined by the administrator. An initial search can display what content has expired, been updated or created over a specified date range, then can be further filtered by content type or by department. Need to quickly find out what section of your website hasn't been updated for a while? Curious to see which department has been most actively creating new content? The Updated and Expired Content Manager makes website oversight easy!

### User Permissions, Content and Security Roles

Unlike the basic permission options available on most content management systems (i.e. View, Author and Approve), the VCMS features more advanced options. This includes the ability to create, delete, copy, connect, and order pages, in addition to the ability to create, delete and edit department and category controls, send email notifications, and manage other user accounts. Site administrators can create a custom role, reflecting any configuration of the permissions listed above, and then assign individual users to that role. Should the site administrator decide to change the settings for any custom role, the restrictions on the users assigned to that role will be updated accordingly. This robust CMS feature allows for near limitless options for determining your website's permissions and gives you the flexibility to tailor editing and security roles to your organization's unique needs.

Below are two examples that fulfill our clients' most common needs; please note that these cannot be accomplished in most other CMS's.

#### EXAMPLE 1:

Within the Parks and Recreation Group, the administrator wishes to define two roles: the first role is an "assistant" role whereby users in this role can edit and copy content, but not delete content. The second role is a "supervisor" role that can edit, delete, copy, connect, move and order content. The assistant role eliminates the chance that the assistant level users will accidentally delete and reorder content. The supervisor role allows decentralization of content management while ensuring that a supervisor only in the Parks and Recreation group can delete, move and reorder their content. No mistakes will be made!

#### EXAMPLE 2:

Instead of having one administrator manage the entire CMS backend, the system can easily be setup to separate out the Administrator permissions, sharing the workload and making it easier on everyone.

### visionMobile™

visionMobile™ dynamically converts all standard web pages and key components, such as the Calendar, News and Newsletters, Job Postings, and FAQs, to your mobile website. Updates remain simple and easy with dynamic posting to the traditional website and the mobile version. Also, intuitive navigation allows users to go through all page

City's Initials\_\_\_\_\_

Contractor's Initials\_\_\_\_\_



## **Attachment A Scope of Work**

levels with ease. Your website will be compatible with all major smart phones including iPhone, Blackberry, Android, Windows Mobile phones and more.

### **Weather Update**

Weather information is often important to visitors of government websites. By offering the local weather on your own site, your online users will come into the habit of regularly visiting it and thus become more familiar with the City and all that you have to offer them. For your website, we will implement Yahoo weather for no charge.

### **Workspace**

Built especially to help manage the content approval process, the Workspace feature provides a central location for website administrators to review all pending content changes for your website. With a customized view that shows only the content assigned to YOU for approval, you can filter items by content type, review the changes, and approve multiple items - all with this one great feature!

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## Attachment A Scope of Work

### ***Integration of Third-Party Components and Databases***

Today, there are many advanced components for such functions as:

- eCommerce and ePayment
- GIS Mapping
- Park and Recreation Services
- Permitting
- Service Requests (CRM)
- Streaming Video
- Others

VCMS can easily work with these third-party systems, provided they are web-enabled. Most of these types of components can be given the same look and feel as your main website via modifications to the presentation template. For your project, we will provide you with an HTML template that vendors of these third-party components can use. We will also integrate links to these third-party components into the overall website navigation. There are many examples of where we have used this approach, including the Cities of Newport Beach, CA; Wilsonville, OR; Rancho Cordova, CA; and many others. Contractor will provide dynamic pages for the following third-party vendor sites: Active Network, Springbrook Software, Court Software (vendor yet to be chosen), Document Imaging Software (vendor yet to be chosen), and Intergraph.

Another approach is to create a web interface for existing third-party databases. We used this approach in displaying tax records exported from a mainframe system for Vanderburgh County, IN; crime statistics from California state databases for the County of Citrus Heights, CA; Contractor information from city databases for County of Hamilton, OH; and staff and student contact information from school databases for the UCLA School of Law.

These are just a few examples of our extensive experience working with third-party databases and systems. While interfaces to third-party systems are not included within the budget, they are available for an additional fee. We can provide a firm quote for interfaces after analyzing the databases and requirements during the consulting phase of your project.

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**Attachment A  
Scope of Work**

***Projected Project Timeline***

<b>Implementation Step</b>	<b>Avg. Duration</b>	<b>Milestone Dates</b>
<b>Vision Stage</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Assign Project Manager</li> <li><input type="checkbox"/> Review existing site</li> <li><input type="checkbox"/> Remote kickoff meeting and demo of VCMS</li> </ul>	1 - 2 Weeks	September 3, 2010
<b>Development Stage</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Programming of the website</li> <li><input type="checkbox"/> Migration of up to 100 pages of content</li> </ul>	3 - 5 Weeks	October 8, 2010
<b>Quality Assurance and Documentation Stage</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Completed implementation of VCMS</li> <li><input type="checkbox"/> On-site training</li> </ul>	2 - 4 Weeks	November 5, 2010
<b>Soft Launch &amp; Final Launch</b> <ul style="list-style-type: none"> <li><input type="checkbox"/> Move website to production server</li> <li><input type="checkbox"/> Continued final testing</li> <li><input type="checkbox"/> Website goes live</li> </ul>	2 Weeks	November 19, 2010
<b>Total estimated time to launch</b>	<b>8 - 13 Weeks</b>	

*\* The schedule is an estimation and may vary largely depending on optional components and participant decision times. A formal timeline will be set with your project manager.*

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## Attachment B Design Implementation

Following are the static website designs for the City of Prairie Village's ("City") website provided by MMG Worldwide, Inc. to be implemented by Vision Internet ("Contractor"). In this document the words, "we," "us," and "ours" refer to Contractor. The word "you" refers to City.

The City will provide the design files in PSD format to the Contractor for implementation. The Contractor agrees to work with MMG Worldwide, Inc. should any questions arise regarding the design.

The following is a brief description of the homepage design and navigation.

### **Homepage:**

The homepage will contain a banner with a hero picture. The navigation box will rotate through the five main navigations: Discover Prairie Village, Resident Resources, Doing Business, Leisure and Lifestyle and City Government. There will also be a secondary homepage that will rotate through five resident stories. These homepages will load alternately as people come to the website to provide a different experience for each visit.

The rest of the homepage will include the following sections: Your City Now (Community Spotlight), Explore Prairie Village (list of links), Most Popular Services (Pages), eNewsletter Sign-up, How do I...?, Newsroom and Upcoming Events.

### **Navigation:**

The main navigation on each page will be: Discover Prairie Village, Resident Resources, Doing Business, Leisure & Lifestyle, City Government and How do I...?. The main navigation will be a drop-down menu. Additional navigation included in the header on each page will be: MY PV, Newsroom, Map, Social Media, and a Search Box.

### **Internal Pages:**

The internal page layout will match the proposed design as closely as possible. To meet the requirements of the VCMS, the top and left navigation will be automatically updated to reflect the consistent navigational hierarchy of the website information. The left column will display only navigational and static elements. The main content area of each page can be manually edited by your staff using our WYSIWYG editor. Contractor will use the design elements City provided to create a library of styles City staff will have access to when managing pages.

Please note not all of the design elements will work with the VCMS. Where deviations are required, Contractor will consult with City to reach an acceptable compromise.



CONNECT WITH US

MYPV NEWSROOM MAP

Search Prairie Village

- Discover Prairie Village ▾
- Resident Resources ▾
- Doing Business ▾
- Leisure & Lifestyle ▾
- City Government ▾
- How do I...? ▾

DISCOVER PRAIRIE VILLAGE

# Welcome!

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Prairie Village has many great coto sectetuer adipiscing nonummy nibh lorem euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim... [READ MORE](#)

**More about Living in PV.** >

**See what residents are saying Resident Stories** >

## Your City Now.

“ Lorem ipsum dolor, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore. ”

- From the Mayor's Desk

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### Explore Prairie Village

- Map & Directory
- Construction in PV
- Governing Body
- Bids & RFP's
- Facility Reservations
- Media Gallery

### Most Popular Services

- Pet License
- Report A Pothole
- Sports Sign-Up
- Building Permit
- Lorem Ipsum Dolor
- Lorem Ipsum Dolor

[MORE SERVICES](#)

### Sign-Up eNewsletter

Keep connected with us! We'll send you an email every month consecte tuer adipiscing elit, sed.

[Sign-Up Today >](#)

### How do I...?

Apply For

A Building Permit

[Search >](#)

### Newsroom

There's lots of things happening in Prairie Village lorem ipsum dolor sit amet, consectetur sed.

- Garbage Service changes for local Prairie Village neighborhoods.**
- Story about the parks lorem ipsum dolor sit am et adipiscing.**
- Story about the businesses ipsum dolor sit am et adipiscing.**

[MORE NEWS](#)

### Upcoming Events

- TODAY 5/1 City Council Meeting** 7:00 at **City Hall**
- TODAY 5/1 Volunteer Meeting** 7:00 at **Linked Location**
- 5/6 Large Trash Pickup** 7:00 at **Unlinked Location**
- 5/14 Summer Aquatics Registration** 7:00 at **Linked Location**
- 5/31 Annual Event Title Lorem Ipsum** 7:00 at **Linked Location**

[MORE EVENTS](#)

- Home
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The City Of  
**Prairie Village, Kansas**

MYPV NEWSROOM MAP

CONNECT WITH US

Search Prairie Village

Discover Prairie Village

Resident Resources

Doing Business

Leisure & Lifestyle

City Government

How do I...?

- PV Communities
- Property Maintenance
- Home Improvements
- Trash Recycling
- Utilities
- Roads, Traffic, & Transportation
- Public Safety
- Animals

DISCOVER PRAIRIE VILLAGE

# Welcome

Lorem ipsum dolor sit amet...

Prairie Village has many great...  
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More about  
Living in PV.

See what residents are saying  
Resident Stories

## Your City Now.

“ Lorem ipsum dolor, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore. ”

- From the Mayor's Desk

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## Newsroom

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- Story about the businesses ipsum dolor sit am et adipiscing.

[MORE NEWS](#)



## Explore Prairie Village

- Map & Directory
- Construction in PV
- Governing Body
- Bids & RFP's
- Facility Reservations
- Media Gallery

## Most Popular Services

- Pet License
- Report A Pothole
- Sports Sign-Up
- Building Permit
- Lorem Ipsum Dolor
- Lorem Ipsum Dolor

[MORE SERVICES](#)

## Sign-Up eNewsletter

Keep connected with us!  
We'll send you an email every month consectetur adipiscing elit, sed.

[Sign-Up Today](#)

## How do I...?

- Apply For
- A Building Permit

[Search](#)

## Upcoming Events

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- Doing Business
- Leisure & Lifestyle
- City Government

How do I...?

DISCOVER PRAIRIE VILLAGE

# Welcome!

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Prairie Village has many great coto sectetuer adipiscing nonummy nibh lorem euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim... [READ MORE](#)

- More about Living in PV.
- See what residents are saying Resident Stories

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## Explore Prairie Village

- Map & Directory
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- Bids & RFP's
- Facility Reservations
- Media Gallery

## Most Popular Services

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- Report A Pothole
- Sports Sign-Up
- Building Permit
- Lorem Ipsum Dolor
- Lorem Ipsum Dolor

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## How do I...?

- Apply For
- A Building Permit

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The City Of  
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MYPV NEWSROOM MAP

Search Prairie Village

- Discover Prairie Village
- Resident Resources
- Doing Business
- Leisure & Lifestyle
- City Government
- How do I...?

## Meet Tommy & John Prairie Village Residents

Prairie Village is a great place to raise a family, coto sectetuer adipiscing nonummy nibh lorem euismod tincidunt ut laoreet dolore magna aliquam erat volutpat. Ut wisi enim... [READ MORE](#)



More about  
Living in PV. >

Share your  
Resident Story. >

## Your City Now.

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- From the Mayor's Desk

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- Story about the parks lorem ipsum dolor sit am et adipiscing. >
- Story about the businesses ipsum dolor sit am et adipiscing. >

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- Construction in PV
- Governing Body
- Bids & RFP's
- Facility Reservations
- Media Gallery

## Most Popular Services

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- Sports Sign-Up
- Building Permit
- Lorem Ipsum Dolor
- Lorem Ipsum Dolor

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## How do I...?

- Apply For
- A Building Permit

[Search >](#)

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Home Improvements

Trash & Recycling

Utilities

Roads, Traffic, & Transportation

Public Safety

Animals

Pet Ownership

Licenses & Permits

Animal Control

Most Popular Services

Pet License

Report A Pothole

Sports Sign-Up

Building Permit

Lorem Ipsum Dolor

Lorem Ipsum Dolor

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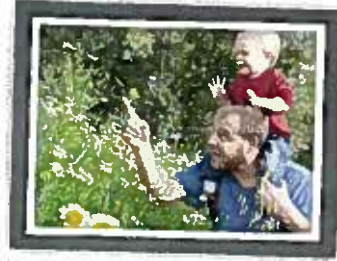
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Resident Resources

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Property Maintenance

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Home Improvements

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Trash & Recycling

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Roads, Traffic, & Transportation

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Public Safety

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Animals

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## PV Communities

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### Our Communities

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### Schools

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### Adult Learning

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- Animals

Related Information

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HOME - RESIDENT RESOURCES - PV COMMUNITIES

# PV Communities

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## Our Communities

Community Name

913.555.5555

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Community Name

913.555.5555

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Community Name

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Community Name

913.555.5555

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## Schools

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## Adult Learning

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Attachment B  
Design Implementation

**PV Communities**

- Property Maintenance ▾
- Home Improvements
- Trash & Recycling
- Utilities
- Roads, Traffic, & Transportation ▾
- Public Safety ▾
- Animals ▾

HOME • RESIDENT RESOURCES • PV COMMUNITIES

## Community Name Page Title

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913.555.5555



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### Related Information

- ▶ Lorem Ipsum Dolor
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### Sub-Headline Lorem Ipsum Dolor Sit Amet

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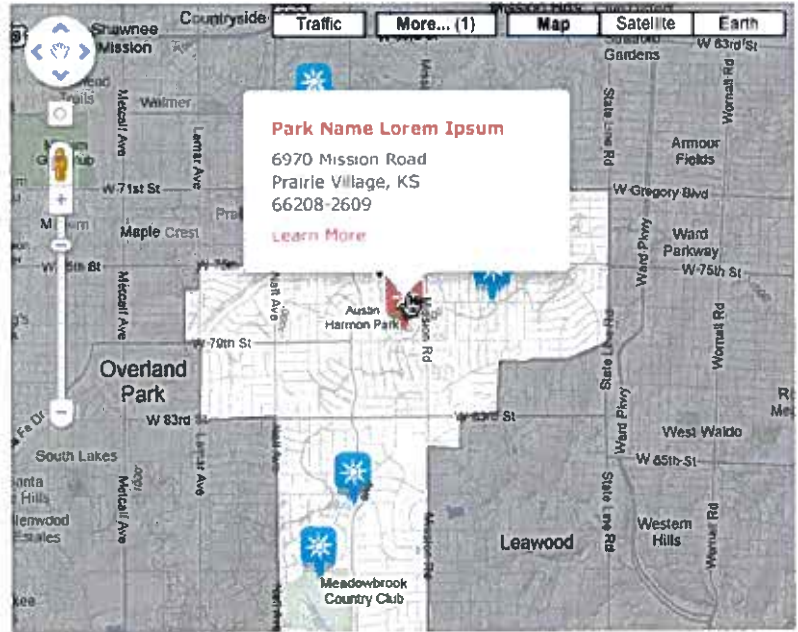
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Biking Route (1 mile)

Biking Route (2 miles)



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See what residents are saying about living in Prairie Village. Lorem ipsum dolor sit, set.

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HOME • DISCOVER PRAIRIE VILLAGE • MEDIA GALLERY

## Media Gallery

Flickr Photos Facebook Photos PV Photos



I love riding around all the parks in Prairie Village with my family! Here's a photo of us. Lorem ipsum dolor sit amet de! Carpo del salor ipsum dolor sit amet  
Photo Credit - Nathan S.

### Share your Prairie Village Photos!

Share with us on our social media channels or send us your photo. Here are the [rules](#) for what your photos can't have in them. Lorem ipsum dolor sit amet adipiscing elit set.

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Resident Stories

► Share Your Resident Story

HOME • DISCOVER PRAIRIE VILLAGE • RESIDENT STORIES • SHARE YOUR RESIDENT STORY

## Share Your Resident Story

Share what you love most about living in Prairie Village and your story will be featured in our *Resident Stories* section for all to see.

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna. **Share your story now, start by filling out the form below.**

### Tell us your Name

\*\* Required Fields

Johnathan

Last Name \*\*

### Address

Street Number and Name \*\*

Suite or PO Box Number \*\*

City \*\*

State \*\*

Zip \*\*

### Contact Information

Phone \*\*

Email \*\*

What is your preferred method of contact?

Choose \*\*

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### Tell us your Story

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Your image must be within these limits:

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## Resident Stories

*Prairie Village is a amazing place to live and work, but don't just take it from us. Read these stories from our residents sharing what they love most about living and working in Prairie Village.*

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonummy nibh euismod tincidunt ut laoreet dolore magna. **Are you already a Prairie Village resident? Why not share your story.**



Tommy & John

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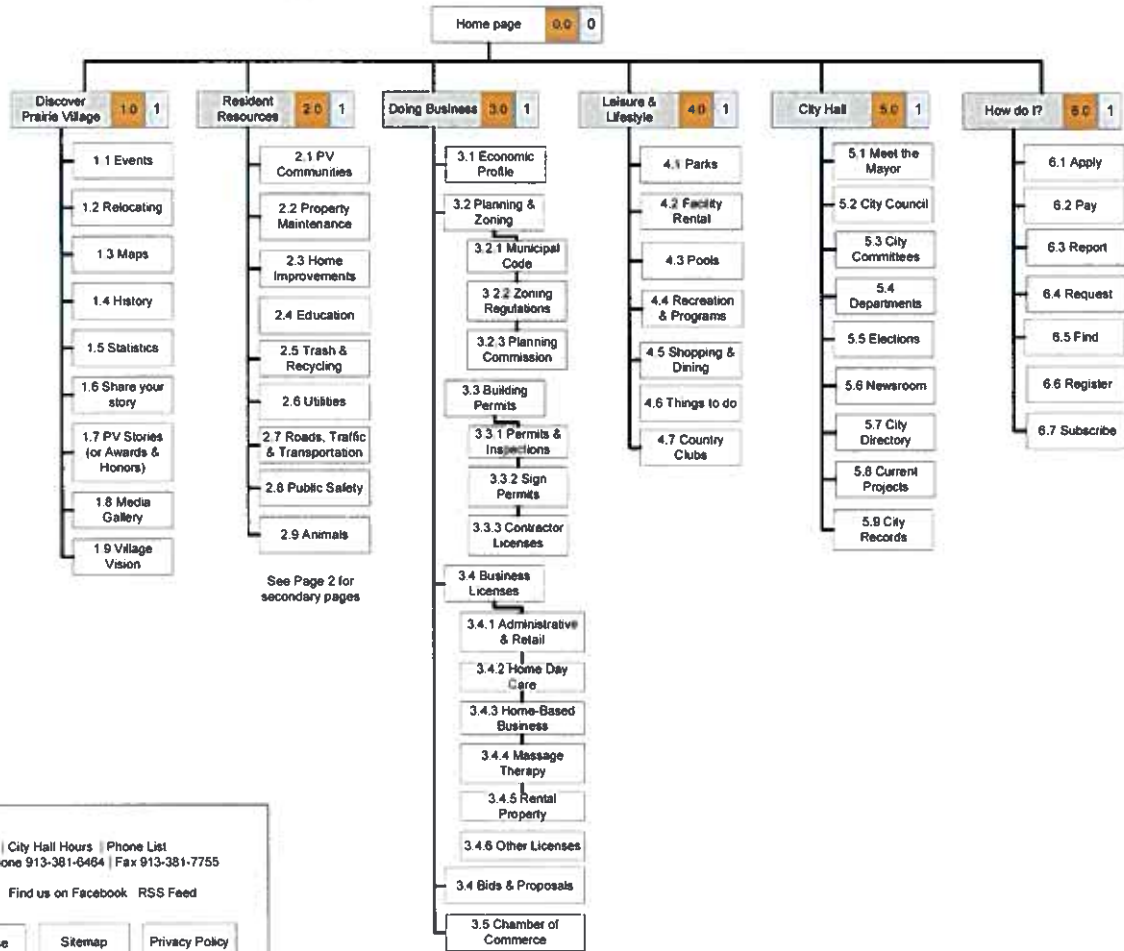
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The City of Prairie Village Kansas



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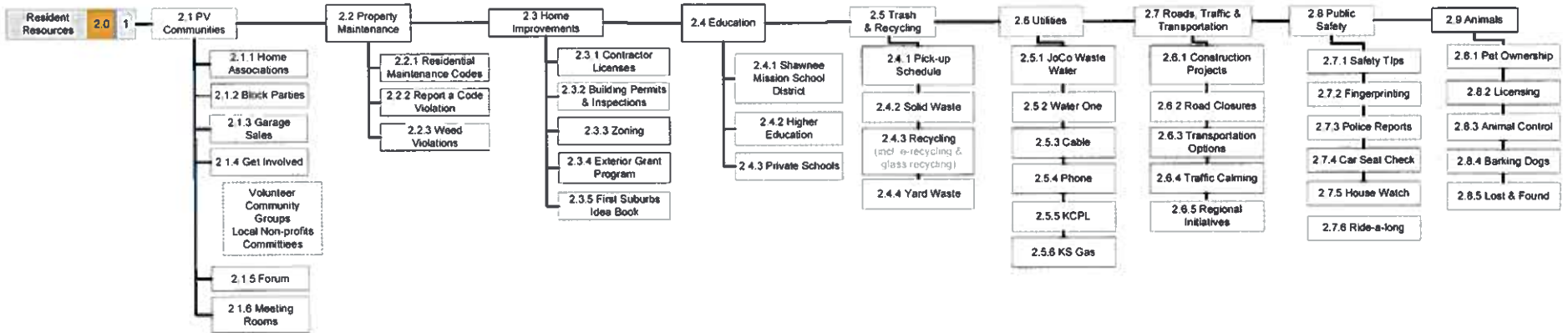
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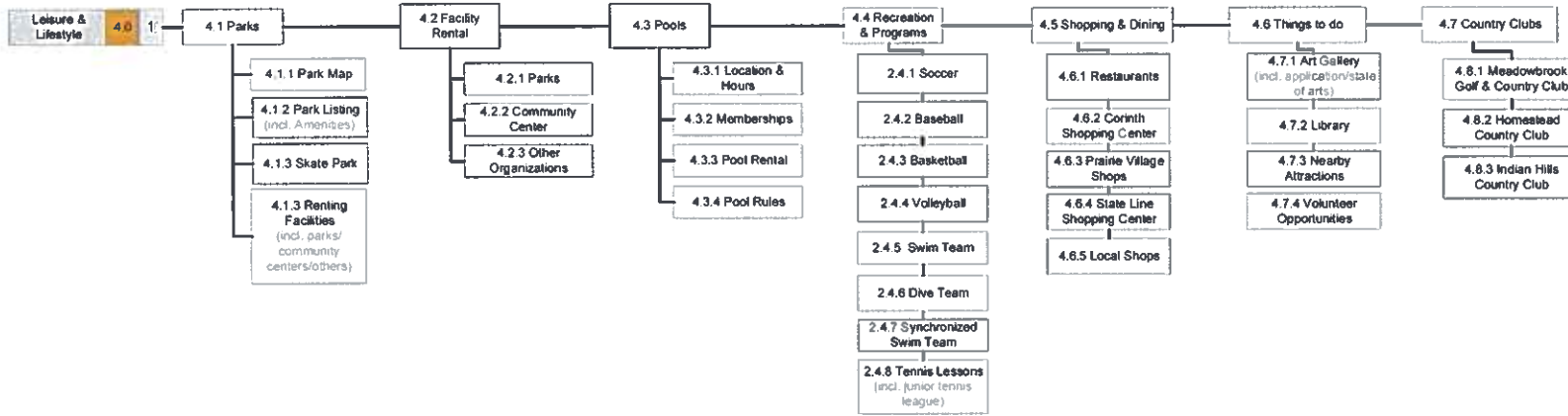
# Attachment C Sitemap

The City of Prairie Village Kansas ☀



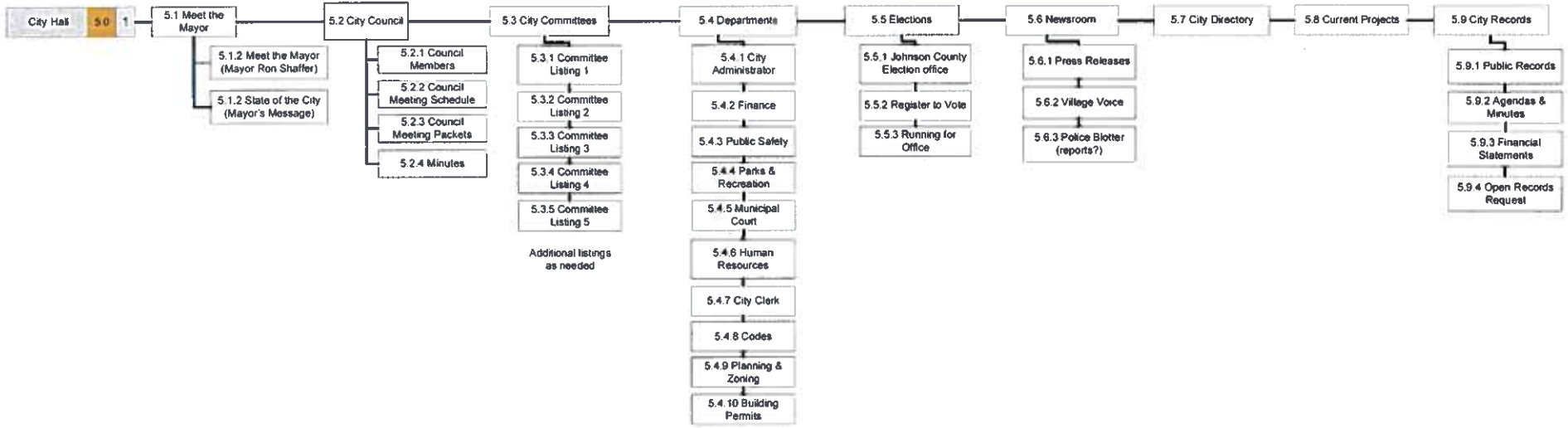
# Attachment C Site map

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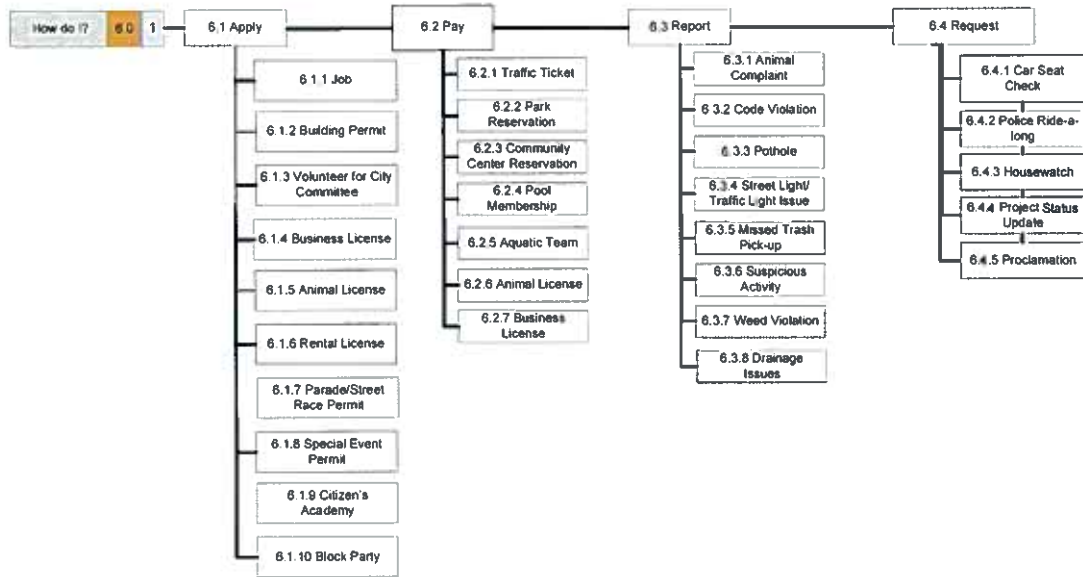


Attachment C  
Site map

The City of Prairie Village Kansas 



# Attachment C Sitemap







## PRAIRIE VILLAGE ARTS COUNCIL

Council Meeting Date: August 2, 2010  
CONSENT AGENDA

### Consider contract for Eldar Performance

---

#### RECOMMENDATION

Recommend the City Council approve an entertainment contract with Addeo Music International (AMI) for the performance of Eldar in a fundraising concert on Saturday, August 7, 2010 in the amount of \$1,000.00.

#### BACKGROUND

The Prairie Village Arts Council will be holding a Jazz Festival on Saturday, September 11, 2010. The festival is free to the public. Funding for the event will come from sponsorships, vendors, sales and donations. A special fund-raising concert has been arranged featuring jazz musician Eldar on Saturday, August 7<sup>th</sup> at the Indian Hills Country Club.

On March 22, 2010, during an update by the JazzFest Committee, the committee was directed to bring all contracts before the Governing Body for approval following the process used by Villagefest. Contracts will only be approved if sufficient funding is currently available to cover any liability incurred by entering into the agreement. The agreements will be written with termination clauses allowing for cancellation of the event if sufficient funds are not raised. The contract has been approved by the City Attorney.

#### FINANCIAL IMPACT

Execution of this contract will commit \$1,000.00. The JazzFest account in the Municipal Foundation has a balance of \$6510.

#### ATTACHMENTS

Contract

#### PREPARED BY

Joyce Hagen Mundy  
City Clerk

Date: June 28, 2010

# AMI

## Addeo Music International

37 W. 26th St., #315, New York, NY 10010

THIS CONTRACT for the personal services of musicians on the engagement described below is made on this July 22, 2010, between the undersigned purchaser of music (herein called "Purchaser") and the undersigned Artist.

1. **Name of Artist:** Eldar Djangirov  
**Number of Musicians:** 1  
**Billing:** Eldar Djangirov  
**Total personnel:** 1
2. **Name and Address of Place of Engagement:**  
Indian Hills Country Club  
6847 Tomahawk Rd  
Mission Hills, KS 66208  
(913) 362-6200
3. **Date(s), Performance time(s) and length(s), Report time(s) and Sound Check time(s):**  
Saturday, August 7, 2010  
Two (2) 45-minute sets at 8:00pm, Sound check TBD.  
VIP Dinner at 6:00pm.  
Meet & Greet at 10:00pm  
Interview with David Basse in the morning TBD.  
Attend Twelve O'Clock Jump at Midnight.
4. **Compensation Agreed Upon:**  
One thousand (1,000) dollars plus purchaser to provide at no cost to the artist 1 single hotel rooms for 2 nights, all local ground transportation and all rider requirements.
5. **Purchaser Will Make Payments As Follows:**  
(A) Five hundred (500) dollars due by company check by 7/30/2010; payable to Addeo Music International, Inc.  
  
(B) Five hundred (500) dollars due in U.S. cash dollars prior to the final performance; payable to Park Avenue Talent, LTD, given to Eldar.
6. **Revenue Information:**  
Capacity: N/A      Ticket prices: N/A      Gross Potential: N/A
7. **Contacts:**  
Logistics: Daniel Anderson      phone: (310) 994-3545      email: daniel@pvkansasjazz.org  
Production: Daniel Anderson      phone: (310) 994-3545      email: daniel@pvkansasjazz.org
8. **Merchandise Policy:**  
Venue sells and artists retains 100% of sales.
9. **Additional Provisions / Remarks:**  
Piano and hotel to be approved by management.

IN WITNESS WHEREOF, the parties hereto have hereunto set their names and seals on the day and year first above written.

**Purchaser:**

**X**

Randall Kronblad  
The Prairie Village Jazz Festival  
7700 Mission Rd  
Prairie Village, KS 66208  
(310) 994-3545

**Artist:**

**X**

David Lai for Park Avenue Talent  
SS/FED#: 01-0797918  
c/o Addeo Music International, Inc.  
37 W. 26th St., #315  
New York, NY 10010 USA  
Agent: Daniel Israel



## **CONSENT AGENDA**

**Council Meeting Date: August 2, 2010**

**Consider Approval of the 2011 Mission Hills Contract and the 2011 Mission Hills Budget**

---

### **RECOMMENDATION**

The Prairie Village Police Department recommends the City Council formalize its law enforcement relationship with the City of Mission Hills for the 2011 calendar year by approving the attached 2011 Mission Hills Contract and the 2011 Mission Hills Budget.

**COUNCIL ACTION REQUESTED ON: August 2, 2010**

### **BACKGROUND**

Each year the Cities of Prairie Village and Mission Hills formalize their law enforcement relationship with an agreement between the municipalities.

The Mission Hills City Council has agreed with the contents of the attached 2011 Mission Hills Contract, as well as the 2011 Mission Hills Budget.

**ATTACHMENTS:** 2011 Mission Hills Contract and 2011 Mission Hills Budget Comparison.

---

Prepared By:

Wes Jordan

Chief of Police

Date: July 30, 2010

# MISSION HILLS AGREEMENT - 2011

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2010, between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as "Prairie Village," and the City of Mission Hills, Kansas, a municipal corporation, hereinafter referred to as "Mission Hills."

WHEREAS, Prairie Village and Mission Hills are adjoining cities and share many of the same problems and concerns for police protection; and

WHEREAS, in the opinion of the governing bodies of Prairie Village and Mission Hills, the consolidated operation of law enforcement and policing of the two cities will be to the mutual benefit and the general welfare of the persons and properties of both municipalities; and

WHEREAS, K.S.A. 12-2908, and amendments thereto, authorize the parties hereto to enter into a contract with respect to performance of government services; and

WHEREAS, the governing bodies of said cities have determined to enter into an agreement as authorized and provided by K.S.A. 12-2908 and amendments thereto,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and contained, it is mutually agreed as follows:

A. Services Provided. Prairie Village shall furnish to Mission Hills during the term of this agreement, the following items:

1. Police Cars. It is agreed and understood that Mission Hills has previously paid for four police cars that are currently being used primarily in the City of Mission Hills and said cars are identified as:

847 - 2008 Ford Crown Victoria  
VIN 2FAHP71V78X163085  
registered to the City of Prairie Village;

848 - 2008 Ford Crown Victoria  
VIN 2FAHP71V58X163084  
registered to the City of Prairie Village;

849 - 2008 Ford Crown Victoria  
VIN 2FAHP71V88X123176  
registered to the City of Prairie Village,  
and

948 - 2009 Dodge Charger  
VIN 2B3KA43T09H598507  
registered to the City of Prairie Village.

During the terms of this agreement, Mission Hills shall be responsible for the replacement costs of any new vehicles needed. The Chief of Police shall notify the Mission Hills City Administrator when fleet bids are being offered. Replacement vehicles for Mission Hills will be offered as part of the fleet purchase, above the costs of this contract, if desired and approved by Mission Hills. New vehicles will be titled to the City of Prairie Village. Collision and liability insurance on the vehicles purchased by Mission Hills shall be maintained and paid for by Prairie Village.

Mission Hills shall pay all expenses relating to the maintenance of said vehicles, including, but not limited to, gasoline, oil, lubrication, tires, repairs and equipment changeover. Maintenance of said vehicles shall be under the direction and supervision of the Chief of Police. Routine maintenance will be provided by a vendor agreed upon by the Mission Hills City Administrator and the Chief of Police. Labor provided by the Prairie Village Public Works Department will be at no charge for labor, plus all costs of parts. Gasoline shall be provided through the Prairie Village gasoline pump. A monthly itemized bill shall be prepared and forwarded to Mission Hills for payment, which shall be above the costs of the contract agreement listed in Paragraph B. Major repair items such as engine or transmission overhaul shall be approved by the Mission Hills City Administrator prior to work being performed and will be billed directly to Mission Hills. If a Mission Hills police unit is inoperable for a period of time - as determined by a Police Department Shift Supervisor or Command Staff member, due to the vehicle being unable to be operated safely, or where further use may cause damage to the vehicle - Prairie Village shall provide a replacement vehicle and may bill Mission Hills at the rate equal to the 2011 IRS standard mileage rate per mile for a car used for business purposes for its use, above the costs of this contract.

It is agreed and understood that if both parties agree to terminate the conditions of this contract, those vehicles purchased by the City of Mission Hills, but titled to the City of Prairie Village, shall be transferred back to the ownership of Mission Hills for the sum of \$1.00.

**2. Police Personnel.** Prairie Village shall provide to Mission Hills the services of police officers, detectives, and other personnel as adopted by budget formulas to provide efficient and effective law enforcement services. The Chief of Police

will approve staffing/scheduling in consultation with the Mission Hills City Administrator. With respect to the additional officers, Prairie Village shall not be required to provide a replacement officer or effect a reduction in the amount due Prairie Village by Mission Hills under this Agreement when such an officer is unavailable due to an excused absence. An "excused absence" is an absence provided for under Prairie Village's personnel policies and for which the officer receives monetary compensation or compensatory time directly from Prairie Village for the absence, but does not include any such absence for which the officer is receiving monetary compensation for the absence from Workers' Compensation or other insurance. If any additional officer is unavailable for any reason other than an excused absence, Prairie Village shall either assign a replacement officer for the position or effect an appropriate reduction in the amount due Prairie Village by Mission Hills under this Agreement. Prairie Village shall use its best efforts to ensure that excused absences of police officers assigned to Mission Hills shall not be disproportionately higher than excused absences of police officers assigned to Prairie Village.

Prairie Village shall provide the services of such supervisory and support personnel as shall be necessary for the operation of said police cars and to provide normal police services.

Prairie Village shall pay the salaries, payroll taxes, Workers' Compensation and related benefits and shall bear all expenses and liabilities with respect to said police personnel, which may accrue from or be attributable to the employer-employee relationship.

All Prairie Village Police officers, and all cars used by such police officers, including the cars designated as the Mission Hills police cars, shall be subject to the jurisdiction of the Prairie Village Chief of Police, whether operating in Mission Hills or Prairie Village. The Prairie Village Chief of Police shall have exclusive supervision of the operation of the police cars designated as the Mission Hills cars and the personnel operating same, and shall handle all complaints or calls for services through the Police Department's Offices at the Public Safety Center, Prairie Village, Kansas. The Chief of

Police will consult and cooperate with Mission Hills in scheduling and supervising the operation of Mission Hills cars and personnel operating same.

Mission Hills will designate an individual who shall serve as its representative to consult with the Chief of Police. All Prairie Village Police officers shall be deputized to act as police officers in Mission Hills and all Prairie Village personnel, in carrying out the police functions for Mission Hills as contemplated by this Agreement, shall be deemed to be acting for, and as the police arm of, Mission Hills.

It is further mutually agreed by the governing bodies of the respective cities hereto that each will respectively do all acts necessary and proper as provided in K.S.A. 19-2645 and K.S.A. 19-2646, and acts amendatory and supplemental thereto, for carrying out the applicable provisions of this Agreement.

3. **Court Personnel.** Prairie Village shall also provide a Clerk of the Court for the Mission Hills Municipal Court for two court sessions per month. Said Clerk shall be assigned by the Court Administrator of the Prairie Village Municipal Court. Said Clerk of the Court shall perform all duties as required by law and shall be deemed to be acting for and on behalf of the City of Mission Hills while performing said duties. Prairie Village shall not be liable in any manner for the actions of said clerk of the Court in the performance or nonperformance of said duties. Prairie Village shall be reimbursed for the costs of providing said Court personnel, which amount is included in the total contract amount as provided in Paragraph B of this Agreement.

4. **Humane Officer.** For purposes of animal control, Prairie Village shall provide to Mission Hills the services of a humane officer, when such services are needed. Said humane officer shall be under the supervision of the Chief of Police. It is agreed that when on duty, the humane officer shall respond to calls for service within Mission Hills that are the normal function of this service. In addition, the Mayor or City Administrator of Mission Hills can request scheduled hours in Mission Hills on a regular basis, which shall be provided if personnel are available. The cost of this service is not included in the contract amount as provided in Paragraph B, and shall be documented and billed at the rate of \$33.56 per hour.

It is further agreed that Prairie Village has entered into a contract agreement with Animal Medical Center for the professional care and boarding of animals taken into custody by the Police Department. This service is not included in the contract amount as provided in Paragraph B, and shall be billed to Mission Hills by Prairie Village as required by the service provided by Animal Medical Center.

5. **General Law Enforcement Services.** Prairie Village shall provide to Mission Hills law enforcement services necessary to efficiently maintain public safety in the City of Mission Hills. These services include, but are not limited to, administration of the Police Department; 9-1-1 and non-emergency PSAP for communications to the Police Department and police vehicles; Records for maintaining law enforcement files; Crime Prevention Program for education to reduce community vulnerability to crime and establish "community-oriented policing," Investigations function that provides for the investigation of Part I and Part II crimes perpetrated by adults and youths; D.A.R.E. to provide a prevention aspect to adolescent drug use; the Property Room and evidence system, and the Department's comprehensive training.

B. **Reimbursement Costs.** Mission Hills shall reimburse Prairie Village for the cost of services and equipment provided to the City of Mission Hills as heretofore provided, the total amount of One Million, Two Hundred and Seventy-Eight Thousand, Three Hundred and Fifty-One and 00/100 Dollars (\$1,278,351.00), said amount to be paid by Mission Hills at the rate of One Hundred and Six Thousand, Five Hundred and Twenty-Nine and 25/100 Dollars (\$106,529.25), per month during the term of this Agreement, said payment to be made not later than the 15<sup>th</sup> day of each month.

Said amount is based on the standard employee work schedule of the City of Prairie Village and includes the cost of supervision and insurance, radio dispatching, officer supplies, uniform replacement, salary of personnel, overhead and other costs which will be incurred by Prairie Village in fulfilling the obligations of this Agreement. The estimated costs of services and equipment to be provided under this Agreement have been compiled in a proposed budget for the year 2011, previously furnished to Mission Hills by Prairie Village. This budget was used in determining the costs to be



reimbursed by Mission Hills; however, the parties recognize that the actual costs for the items furnished may differ from those estimated.

In the event of a difference which results from a change in the wage structure of Prairie Village personnel from that contemplated in the proposed budget, or pursuant to Paragraph A., 2., any additional officer is unavailable for any reason other than an excused absence and Prairie Village elects not to assign a replacement officer, an appropriate increase or decrease will be made in the amount due Prairie Village by Mission Hills hereunder. However, the parties agree that no other difference, if any, in the actual costs of the services and equipment provided from that contemplated in the proposed budget will be cause for increasing or decreasing the amount due Prairie Village from Mission Hills hereunder.

**C. Reports.** The Chief of Police of Prairie Village shall at least once a month submit to Mission Hills a complete written report of the police activity and protection provided within said city.

**D. Liability Insurance and Uninsured Claims.** The parties recognize that actions (or omissions) in connection with services to be provided by Prairie Village under this Agreement may result in, or give rise to, claims against Mission Hills or Prairie Village, or both, for alleged damages or injuries. For the purpose of limiting financial exposure with respect to such claims, Prairie Village has obtained liability insurance relating to the operation of the Police Department and relating to the operation of vehicles used in providing the services contemplated by this Agreement. Part of the cost of these policies is allocated to Mission Hills and included in the total contract amount as provided in Paragraph B of this Agreement. Mission Hills shall at all times be named as an insured party on both such insurance policies.

In addition, both Prairie Village and Mission Hills carry general liability insurance and both parties agree that they will use their best efforts to cause the insurance companies providing such insurance coverage to waive any subrogation rights, which such companies may have against Prairie Village or Mission Hills, as the

case may be, with respect to expenses incurred and amounts paid under such policies on behalf of the party carrying such insurance.

The parties also recognize that claims may be made against Mission Hills or Prairie Village or both for alleged injuries or damages which are not covered by any of such insurance policies. With respect to such uninsured claims: The parties agree that Mission Hills should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to a risk that would not have been incurred by Prairie Village, if Prairie Village were not providing services to Mission Hills under this Agreement; and Prairie Village should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to the operation or policies of the Prairie Village Police Department and services provided to Mission Hills under this Agreement are only incidental to the situation.

Accordingly, the parties agree that the circumstances surrounding any claim, which is not covered by insurance and which relates to or arises from actions (or omissions) in connection with services provided or to be provided by Prairie Village under this Agreement, will be examined at the time such claim is made for the purpose of determining the appropriate percentage of the costs related to such claim, which are to be paid by Mission Hills and the appropriate percentage of such costs, which are to be paid by Prairie Village.

**E. Effective Date.** This Agreement shall be in effect from January 1, 2011, through December 31, 2011, and shall not be assigned. It is agreed that during the term of this Agreement neither party may terminate or modify the Agreement without the consent of the other, except as otherwise provided by this Agreement.

**IN WITNESS WHEREOF**, the Mayor of Prairie Village, Kansas, has signed this Agreement on behalf of the City of Prairie Village, as such mayor, and the City of Prairie Village has caused these presents to be attested by its Clerk and the seal of said

city to be hereto attached; and the Mayor of Mission Hills, Kansas, has signed this Agreement on behalf of the City of Mission Hills, as such mayor, and the City of Mission Hills has caused these presents to be attested by its Clerk, and the seal of said city to be hereto attached, the day and year first above written.

**THE CITY OF PRAIRIE VILLAGE, KANSAS**

By: \_\_\_\_\_  
**Ronald L. Shaffer - Mayor**

**ATTEST:**

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

**THE CITY OF MISSION HILLS, KANSAS**

By: \_\_\_\_\_  
**Rick Boeshaar - Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jill Clifton - City Clerk**

# MISSION HILLS BUDGET FOR 2011

<b>PROGRAM</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2010 / 2011</b>	<b>%</b>
Administration	\$76,173	\$65,832	<b>\$72,317</b>	\$6,485	9.85%
Staff Services	\$153,393	\$146,924	<b>\$148,140</b>	\$1,216	0.83%
Crime Prevention	\$11,396	\$12,201	<b>\$10,677</b>	(\$1,524)	-12.49%
Patrol	\$777,708	\$827,315	<b>\$856,949</b>	\$29,634	3.58%
Investigations	\$58,359	\$76,382	<b>\$80,152</b>	\$3,770	4.94%
Special Investigation	\$0	\$0	<b>\$0</b>	\$0	0.00%
D.A.R.E.	\$9,102	\$7,220	<b>\$7,394</b>	\$174	2.41%
Professional Standards	\$21,329	\$21,136	<b>\$23,671</b>	\$2,535	11.99%
Traffic	\$0	\$0	<b>\$0</b>	\$0	0.00%
Court	\$77,376	\$77,401	<b>\$79,051</b>	\$1,650	2.13%
School Crossing	\$0	\$0	<b>\$0</b>	\$0	0.00%
Accounting	\$0	\$0	<b>\$0</b>	\$0	0.00%
<b>TOTAL</b>	<b>\$1,184,836</b>	<b>\$1,234,411</b>	<b>\$1,278,351</b>	<b>\$43,940</b>	
<b>% OF INCREASE</b>					<b>3.56%</b>



**CITY CLERK**

**Council Meeting Date: 08/02/2010  
Consent Agenda**

**Consider FY 2011 Storm Water Utility Fee**

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**SUGGESTED MOTION**

The Governing Body approve a stormwater utility fee of \$0.039 per square foot of impervious surface for 2011.

**BACKGROUND**

In 2008 the City adopted a Stormwater Utility ordinance establishing a stormwater utility fee for the funding of the City's stormwater management program to be imposed on all real property located within the City. The fee is determined by calculating the impervious area of property multiplied by a square footage rate set by the Governing Body upon the recommendation of the Director of Public Works. The initial rate charged in 2009 was \$0.037. The rate for 2010 was \$0.038 and a rate of \$0.039 has been recommended by staff and included in the preparation of the 2011 budget.

The fee amount is submitted to the County as part of the 2011 budget and appears on the residents' property tax statement.

**FUNDING SOURCE**

N/A

**ATTACHMENTS**

None

**PREPARED BY**

Joyce Hagen Mundy  
City Clerk  
Date: July 28, 2010

**COUNCIL COMMITTEE OF THE WHOLE**  
**July 19, 2010**

The Council Committee of the Whole met on Monday, July 19, 2010 at 6:00 p.m. The meeting was called to order by Council President Charles Clark with the following members present: Al Herrera, Dale Warman, Ruth Hopkins, Steve Noll, Andrew Wang, Laura Wassmer, Dale Beckerman, Charles Clark, David Morrison and David Belz. Staff members present: Quinn Bennion, City Administrator; Wes Jordan, Chief of Police; Keith Bredehoeft, Interim Public Works Director; Dennis Enslinger, Assistant City Administrator; Karen Kindle, Finance Director; Chris Engel, Assistant to the City Administrator and Joyce Hagen Mundy, City Clerk.

**Presentation of the 2009 Comprehensive Annual Financial Report**

Mayor Ron Shaffer called upon Audrey Odermann with Lowenthal, singleton, Webb & Wilson, P.A., to present the 2009 Comprehensive Annual Financial Report. Ms Odermann noted the City has received an unqualified opinion on its 2009 financial statements, which is the highest level of audit opinion that can be issued. It was also noted that in 2008 the City received a Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for the 23<sup>rd</sup> year.

Ms Odermann reviewed the components of the report with the Council beginning with the Letter of Transmittal. Following the Independent Auditor's Report is found actual financial data comparing 2008 to 2009. She noted the statement of revenue, expenditures and changes found on page 16 is the basis for the City's annual budget. Pages 20 through 42 include notes to the financial statements. The report concludes with a statistical section comparing the past ten years.

The only recommendation on where the City's internal controls can be strengthened was related to the daily pool deposit reconciliations. Financial Director Karen Kindle responded the City staff has implemented a new cashiering system which allows changes to orders and lessens the need for voids and pool staff are required to provide written explanations on any voids made on daily deposits.

Charles Clark noted a typographical error on the final page of the audit with the number of golf courses in the City in 2009 identified as 10.0 instead of 1.0. Ms Odermann stated that correction would be made. City staff and the auditors were commended for their work.

**COU2010-40 Consider approval of the selection of Vision Internet as the preferred vendor for the Development (Phase II) of the website.**

Quinn Bennion provided a brief history of the process undertaken by the City beginning with an initial Request for Proposals issued in 2008. During the process the City worked

with an volunteer consultant that recommended a two phase approach focusing on Discover/Design in the first phase and the Build/Development in Phase II noting that the design team may or may not be the best entity to build and implement the Content Management system (CMS).

Council approved a contract with MMG Worldwide on January 4, 2010 for the Discovery and Design phase (Phase I) for the website. The Communications Committee and staff have been working with MMG Worldwide since that time on the design. The purpose of the discovery portion of Phase I was to determine the scope and functionality required for Phase II. The design was presented to Council on May 17, 2010.

MMG Worldwide submitted their proposal for the development of the website on June 4, 2010. Staff and the Communications Committee expressed concerns about the proposal including: cost, maintenance cost, functionality, number of systems, experience with CMS, social media integration, schedule, and intranet/extranet sites. The Communications Committee reviewed the proposal at their meeting on June 8, 2010 and directed staff to seek proposals from the two other finalists: Civic Plus and Vision Internet. Mr. Bennion noted both these firms work exclusively on municipal websites and have robust CMS components. The creativity and design portion of the website has been addressed by the work of MMG. The function of Phase II will be the technical implementation and build of the site.

Staff recommends entering into an agreement with Vision Internet for Phase II for the following reasons:

- Current design can be implemented
- Easy to use/navigate their Content Management System
- CMS is non-proprietary
- One system with one log-in for all aspects of the website
- One-click social networking integration
- Maintenance is not required. Unused maintenance purchased can be used for future upgrades.
- Unlimited extranets for password protected sites
- Integrated email updates with calendar and news
- Dedicated to continually updating and adding to their CMS which is specifically designed for government entities
- Provide mobile site

Mr. Bennion stated funding for this is in the Equipment Reserve Fund and noted if approved staff will prepare an agreement with Vision Internet for approval by the City Council at a future meeting.

Andrew Wang added several key things have taken place during the process. He commended the work of Trabon in providing guidance to the Committee and the creative design of MMG. He acknowledged the active and engaged work of the Communications Committee over the past year in pursuing the completion of this work.

He feels the City will have an aesthetically pleasing website with the functionality of ease of operation desired by both staff and residents.

Andrew Wang made the following motion, which was seconded by Dale Beckerman and passed unanimously:

**MOVE THE GOVERNING BODY APPROVE THE SELECTION OF  
VISION INTERNET AS THE PREFERRED VENDOR FOR  
THE DEVELOPMENT (PHASE II) OF THE WEBSITE  
COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

**COU2009-98            Consider Project 190656: Community Center Feasibility Study**

Chris Engel stated during the Parks Master Planning process in 2008-09 discussions were initiated between the City, Shawnee Mission School District and the Johnson County Park & Recreation District. Each organization agreed to partner and commit funds for a feasibility study to explore the possibility of a community center and what shared needs, if any, could be identified and addressed by such a facility. In late 2009, the Community Center Committee was re-engaged and restructured to shepherd the process. The Committee includes residents, Council members and representatives of both the school and park district. In February, 2010, a Request for Proposals was distributed with 18 firms responding. Four finalists were interviewed in April with 360 Architecture selected as the preferred firm to conduct the study.

During the 2010 budget discussions, the City Council approved \$50,000 in the Parks Capital Improvement Program for a community center study. The contract with 360 Architecture is not to exceed \$56,500; therefore, with the contributions of the school district and park district of \$10,000 each, the City's cost should not exceed \$36,500.

Dale Beckerman asked how long the study would take and what does it cover. Mr. Engel responded the calendar has the study beginning this month with market analysis. There will be citizen participation meetings, site analysis, conceptual layout/design, operations analysis with estimated project costs possible partnerships and funding resources. The Final Report is scheduled for January, 2011 to all partnering jurisdictions.

Laura Wassmer asked if there had been any conversations with the YMCA regarding this study. Quinn Bennion responded that he has had a number of visits with the YMCA and will actually be meeting with them again tomorrow. They are aware that at this time the City is pursuing a partnership with the school district and park district. He noted the YMCA has expressed interest in being involved with the process and will not likely be making any major capital expenditure on their facility until the outcome of the study is determined.



Charles Clark stressed that one of the very important aspects of this study is to determine the need and feasibility of a center based on existing facilities available in the community.

Dale Warman noted one of the concerns of the original Community Center Committee was the impact of another community center competing against the Y and would either or both be able to operate successfully. David Belz noted when the idea of a center was first considered it was in partnership with the YMCA. He stated one of the items being evaluated in the study are possible partnerships.

Ruth Hopkins asked if the YMCA had asked to participate. Chris Engel responded initial conversations were with the YMCA; however, when a potential major donor became interested the direction shifted to the school district and the park district due to their connections with the donor. He noted Nancy Wallerstein is a member of the committee and serves on the Park District Board. Quinn Bennion stated the YMCA did offer financial support and request to be included in the study; however, the committee chose the park district rather than the YMCA to partner with at this time.

Chris Engel stated 360 Architecture has been directed to look for gaps in service and to determine if a community center can fill a need or provide a service that is not currently being met.

Dale Warman noted that initially the committee visited a very successful YMCA/City partnership in the northern Kansas City area. The initial community center committee could not find a need for another facility; however, the introduction of a potential donor reopened the investigation.

Dale Beckerman made the following motion which was seconded by Al Herrera and passed by a vote of 9 to 1 with Ruth Hopkins voting "nay".

**MOVE THE GOVERNING BODY APPROVE A PROFESSIONAL  
SERVICES AGREEMENT FOR A COMMUNITY CENTER/  
NATATORIUM FEASIBILITY STUDY WITH 360 ARCHITECTS  
COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

**COU2010-41 Consider Interlocal Agreement between the City of Prairie Village, Shawnee Mission School District and Johnson County Parks & Recreation District for a Natatorium/Community Center Feasibility Study.**

Chris Engel stated both the Shawnee Mission School District and the Johnson County Parks District have agreed to enter into a partnership with the City and to commit funds to a feasibility study to explore the possibility of a facility and what shared needs, if any, could be identified and addressed by such a facility. In 2009, a Community Center Committee was created including residents, council members and representatives of both the school and park district. An interlocal agreement has been created and reviewed establishing the partnership and joint participation and funding of the study.

The school district approved the agreement at their July 12, 2010 meeting and the Johnson County Park District will review and consider the agreement at their next meeting.

The Interlocal Agreement formally commits the Shawnee Mission School District and the Johnson County Parks and Recreation District to funding \$10,000 each of the total contract amount of \$56,500 for the study to be done by 360 Architecture. The City's portion has been budgeted and allocated to Project 190656 in the Parks Capital Improvement Program.

Dale Beckerman made the following motion, which was seconded by Laura Wassmer and passed by a vote of 9 to 1 with Ruth Hopkins voting "nay":

**MOVE THE GOVERNING BODY APPROVE THE INTERLOCAL  
AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE,  
SHAWNEE MISSION SCHOOL DISTRICT AND THE JOHNSON  
COUNTY PARKS AND RECREATION DISTRICT FOR A  
COMMUNITY CENTER/NATATORIUM FEASIBILITY STUDY  
COUNCIL ACTION REQUIRED  
CONSENT AGENDA**

## **STAFF REPORTS**

### **Public Safety**

- Chief Jordan reported the barricaded subject incident on Delmar Street near Somerset involving an elderly resident was successfully resolved. He noted in the process the Police Department has committed to work with the Alzheimer's Association recommending that firearms be removed from residences with Alzheimer's patients and ways to handle similar situations.

### **Public Works**

- Keith Bredehoeft provided an update on the Mission Road brick crosswalks, noting the crosswalks at 75<sup>th</sup> and 79<sup>th</sup> Street have been removed and replaced with a concrete surface. He noted due to the need for additional concrete at 75<sup>th</sup> Street, they will postpone replacing the brick crosswalks at Somerset until 2011 possibly adding them to the CARS project scheduled at that location. The brick crosswalks at 77<sup>th</sup> Street are scheduled to be removed during the next two weekends.

Andrew Wang asked the additional cost for the replacement. Mr. Bredehoeft stated he did not have exact figures, but it was approximately \$20,000.

- The City is working with the contractor to fix the El Monte Fountain. The main pump for the fountain is being replaced and the sump pumps are being secured.

David Morrison confirmed the contractor would be covering the cost of the additional work.

Ruth Hopkins stated she has received complaints that the speed tables placed on 71<sup>st</sup> Streets are higher than others in the City. Mr. Bredehoeft stated they were built to City specifications and inspected by the City. He noted there could be some variance in the height, he would have them rechecked, but is confident they are very close to the height of others constructed. Laura Wassmer stated she felt they were higher and thus more effective than those located in other parts of the City such as 83<sup>rd</sup> Street.

### **Administration**

- Dennis Enslinger provided an update on the MARC grant project and advised that the City has issued a permit for roof repair at Meadowbrook.
- Chris Engel reported the pool use and revenue is up 20% from 2009 and is on record as one of the top three seasons for use. The swim and dive team seasons have concluded. The Synchronized Swim season will end with its 51<sup>st</sup> water show on Sunday, July 25<sup>th</sup>.
- Katie Logan reported the ruling of the judge on the upholding the challenge to the City's Charter Ordinance exempting from bonding requirement has been appealed by Councilman Morrison's attorney. The projected timetable for consideration has the initial briefing in November, oral arguments in February with the decision of the Court in May of 2011.
- Quinn Bennion provided an update on other Johnson County cities and school districts that are proposing mill levy increases for their jurisdictions ranging from 1 mill by the Fire District to a 7 to 9 mill increase by the City of Fairway.
- Mr. Bennion stated that staff met with Dan Andersen regarding the status of JazzFest. The JazzFest Committee will come before the Council at the August 2<sup>nd</sup> meeting. The entertainment contracts have cancellation dates beginning August 11<sup>th</sup> and they currently have not raised sufficient funds to cover all the agreements. The Committee will meet on July 28<sup>th</sup> to review the budget and event.
- He and Dennis Enslinger participated in a bus tour of northeast Johnson County cities and business areas arranged for the Kansas City Area Development Council.
- The City is participating in a program with KCP&L to reduce energy consumption on high temperature days by operating on back-up generator power for the afternoons. This was done last week and also today.
- Mr. Bennion noted he will be on vacation Wednesday through Friday of this week.

### **Executive Session**

Andrew Wang moved pursuant to KSA 74-4319 (b) (2) that the Governing Body, recess into Executive Session in the Multi-Purpose Room for twenty (20) minutes for the purpose of consulting with the City Attorney on a matters which are privileged in the attorney-client relationship.

Present will be the Mayor, City Council, City Administrator, Chief of Police and City Attorney. The Council Committee of the Whole meeting will reconvene at 7:19 p.m.

The motion was seconded by Steve Noll and passed unanimously.

Andrew Wang moved the Council Committee be reconvened. The motion was seconded by Laura Wassmer and passed unanimously.

**Adjournment**

With no further information to come before the Council Committee of the Whole, Council President Charles Clark adjourned the meeting at 7:20 p.m.

Charles Clark  
Council President



## ADMINISTRATION

City Council Meeting Date: August 2, 2010

**New Business:** Request from Lane 4 Property Group and Porter Roofing Company, Inc. to Operate Work Machinery Outside the Approved Hours of Operation Allowed by City Ordinance 11-202.

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### BACKGROUND

Porter Roofing Company is going to be replacing a portion of the roof at Prairie Village Shopping Center. There are two sections of roof being replaced: the west side of the shopping center over Macy's Home Store and Bagel and Bagel and the other area is on either side of the open-air-courtyard.

Porter Roofing Company and Lane 4 are requesting to begin construction between 3:30 or 4:00 a.m. and complete work for the day by 11:00 a.m. This schedule would minimize the risk to individuals who might be shopping in the area. Porter Roofing and Lane 4 have written letters detailing the reasoning for their request.

City ordinance allows for the operation of construction projects between the hours of 7 a.m. and 10 p.m. Monday through Thursday, 7 a.m. to midnight on Friday, 8 a.m. to midnight on Saturday, and 8 a.m. to 10 p.m. on Sunday. While not explicitly spelled out in the ordinance provisions, City Council has, from time to time, granted an exception to the hours listed in the ordinance. Typically, the Council has spelled out the reasoning for the exception and placed the following condition on the exception: *If complaints are received regarding the hours of operation the contract may be required to modify the approved work schedule.*

Representatives from Porter Roofing will be in attendance at the August 2, 2010 meeting to answer any questions.

### RECOMMENDATION:

The City Council should review the request made by Porter Roofing Company and Lane4 and determine if an exception should be granted.

In addition, staff would recommend that the City Council direct staff, to revise the ordinance provisions to explicitly outline a process in which the City Council could grant an exception to the noise ordinance provisions under Article 2 of the Prairie Village Municipal Code.

### ATTACHMENTS:

Letter from Lane 4 dated July 28, 2010

Letter from Porter Roofing Company dated July 28, 2010

**PREPARED BY**

Dennis J. Enslinger

Assistant City Administrator

Date: July 28, 2010

July 28, 2010

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

RE: Prairie Village Shopping Center Roofing Project

PV Retail Properties has contracted with Porter Roofing to remove and replace the roof at Prairie Village Shopping Center. We as property managers are requesting Porter Roofing to operate equipment outside of the typical construction hours.

We are making the request for working outside of the typical construction hours for the following reasons:

**Safety** - Since this contraction is done overhead. The public who walk in and under the canopies in the courtyard and along the outside of the mall will be at a greater risk of possible injury with the chance to debris falling on them. An earlier start time would minimize the number of pedestrians who might wander through the mall. Even though a snow fence will be erected to stop traffic in the demolition areas people and children tend to ignore them at times.

**Dust** - During construction there is a lot of dust that is generated and the dust can cause some people who are close to the project breathing problems. By starting earlier the dust will have settled and there will be less debris that might blow off the roof during the demolition.

**Noise** - Even though the main roof has a parapet wall along all sides to reduce noise on the roof there will be a crane and kettle placed on the ground along the west end of the mall. The crane noise is as Mr. Josh McKinzey from Porter Roofing stated is equal to that of a trash truck when the crane is raising and lowering the debris and loading the roof with materials. There will be a dumpster located along the west wall to lower the debris into but the removal process does not included dumping into the dumpster like a trash truck.

The debris is lowered using a tarp and the debris is slid into the dumpster by an employee inside the dumpster and then the tarp is raised back up to the roof for additional loads. So there is not a lot of banging and noise other than the crane engine idling up to gain power.

By allowing the contractor to start early in the morning it will also reduce the number of people who might be working and shopping in the area. There will be less disruption to the shop owners and to the general public.

Sincerely,

A handwritten signature in cursive script that reads "Linda Allison".

Linda Allison  
Assistant Property Manager



# Porter Roofing Company, Inc.

Paula McKinzey, President  
Jim McKinzey, Vice President  
Josh McKinzey, Estimator

Installing Quality Roofs  
Since 1974

*The bitterness of poor quality  
remains long after the sweetness  
of the low price is forgotten.*

July 28, 2010

**PV Retail Partners**  
4705 Central Street  
Kansas City, MO 64112

ATTN: Linda Allison

RE: Prairie Village Shopping Center

Porter Roofing is scheduled to do roof replacement work at the above referenced project around the first of August and looking to complete the project at the end of August to the first of September. We will be removing the old roofing system down to the roof deck and properly disposing of the old roofing material. The removal process will require the use of motor powered equipment. This will be about the same sound as a lawn tractor. The old roofing material will be loaded into a dump truck or Dumpster for transportation. On the main roof section on the West side of the Shopping Center over Macys Porter Roofing will be using a boom truck and a Hot Asphalt kettle. The Boom truck would be used to off load the old roofing material from the building to a Dumpster located on in the parking lot next to the crane. The Asphalt Kettle would be located close to the Boom truck as well. The Boom truck would be the same in sound as a 18 wheeler over the road truck. The Boom truck also uses hydraulics to operate the boom and the winch for the cable. The hydraulic noise would be similar to the sound of a Trash truck picking up the trash bins (with out the sound of the metal banging around).

The two smaller roof areas are inside court yard locations at the Shopping Center and we believe the surrounding walls would provide a good barrier to block excess noise. These areas have heavy pedestrian foot traffic and we feel this posse's high risk to over head work. Porter Roofing would like to start as early as possible (3:30 - 4:00 am) to minimize the risk to people below these areas.

Porter Roofing plans on starting the main roof section on August 9<sup>th</sup> (weather permitting). We would also like to start as early as we can (3:30 - 4:00) to minimize the risk to people below this area as well. The main roof area will have the Crane and the Kettle used during its roof replacement. We understand that this will make more noise than the work on the other two areas but we feel the earlier start time would be beneficial here as well.

Submitted by,

  
Josh McKinzey  
Vice President

Page 1 of 1

144 W. Markey Rd. Belton, MO 64012  
816.331.2216 / FAX 816.331.3137  
[www.PorterRoofingCo.com](http://www.PorterRoofingCo.com)

Member Associated Roofing Contractors of Greater Kansas City, Inc.  
MRCA • NRCA

**MAYOR'S ANNOUNCEMENTS**  
**August 2, 2010**

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

Tree Board	08/04/2010	6:00 p.m.
Communications Committee	08/10/2010	5:30 p.m.
Sister City Committee	08/09/2010	7:00 p.m.
Council Committee of the Whole	08/16/2010	6:00 p.m.
City Council	08/16/2010	7:30 p.m.

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The Prairie Village Arts Council is pleased to announce an exhibit by The Senior Arts Council in the R. G. Endres Gallery for the month of August. The reception will be held on August 13th from 6:30 - 8:00 pm.

August 6<sup>th</sup> - Moonlight swim, the pool remains open until 10:00 p.m.

August 16<sup>th</sup> - Reduced hours begin at the pool - pool opens at 4:30 p.m. weekdays.

The City Clerk's office has a new style of ceramic coffee mug for sale. They are \$5.00 each.

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

**INFORMATIONAL ITEMS**  
**August 2, 2010**

1. Finance Committee Minutes - May 25, 2010
2. Prairie Village and Mission Hills First Half Crime Reports - 2010
3. Sister City Committee Minutes - July 12, 2010
4. Jazz Fest Committee Minutes - June 23, 2010
5. Mark Your Calendars
6. Committee Agenda

**FINANCE COMMITTEE**  
**May 25, 2010**

The Finance Committee met on May 25, 2010.

Present: Mayor Ron Shaffer, David Belz, Charles Clark, Dale Beckerman, Steve Noll

Staff Present: Quinn Bennion, Karen Kindle

Mr. Bennion discussed the two purposes of this meeting:

1. Is the level of information staff plans to present to Council on June 14<sup>th</sup> appropriate? Too much? Too little? Is anything missing?
2. Is staff headed in the right direction for 2011 budget recommendations?

#### 2011 Budget

- Staff is preparing for June 14<sup>th</sup> Worksession
  - Not planning to go back over the 2009/2010 status of budget gap reduction strategies – this is complete.
  - The Committee requested that staff have the list of how Prairie Village compares with other cities mill rates
  - The Committee requested that staff have the schedule of what the mill rate means to the average house value.
  - The Committee requested that staff bring information about what other cities are doing to address their budget issues this year.
- Budget Gap Reduction Strategies Document – Mr. Bennion discussed the latest draft of this document.
  - Discussed the CIP related attachments to this document.
    - Discussed status of 75<sup>th</sup> Street study – on hold until the budget is finalized.
  - Trail – was part of the \$560,000 noted for Parks at the 5/17/2010 meeting. Mr. Bennion explained this is currently shown as funded due to the pending KDOT Grant. It is possible we wouldn't need all of this for the match because we may not be awarded the entire amount we requested. We won't know our grant award, if any, until sometime in June.
  - Mill levy increase – The committee and staff discussed the comments from the May 17<sup>th</sup> Council Committee meeting. The Committee recommended that staff bring a budget that is balanced without a mill levy increase.
  - Employee merit pool – Mr. Bennion discussed the scenarios that staff is modeling and what neighboring cities are doing. Mr. Bennion noted this is a balance between investment in employees and investment in the community via capital projects.

The Committee's conclusion: the documents presented by staff are adequate.

#### 2012 and 2013 Budgets

- Staff doesn't anticipate increases in revenue – likely flat.
- Staff will present draft 2012 and 2013 budgets at the June 14<sup>th</sup> meeting along with a description of the assumptions used to develop them.

# PRAIRIE VILLAGE - MISSION HILLS

## FIRST HALF CRIME REPORT - 2010

CRIME	2006	2007	2008	2009	2010	AVERAGE	2010 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	2	0	1	4	3	2.00	1.00
Robbery	2	1	2	6	1	2.40	-1.40
Assault	36	38	40	33	56	40.60	15.40
Burglary	14	25	44	47	26	31.20	-5.20
Residence	7	18	41	37	23	25.20	-2.20
Business/ Miscellaneous	7	7	3	10	3	6.00	-3.00
Theft	95	77	89	124	123	101.60	21.40
Auto Theft	11	18	12	7	13	12.20	0.80
Arson	0	2	4	0	1	1.40	-0.40
Forgery	5	4	3	13	1	5.20	-4.20
Fraud	3	0	3	5	7	3.60	3.40
Criminal Damage	72	42	32	67	93	61.20	31.80
Sexual Offenses	2	1	3	0	9	3.00	6.00
<b>TOTAL</b>	<b>242</b>	<b>208</b>	<b>233</b>	<b>306</b>	<b>333</b>	<b>264.40</b>	<b>68.60</b>

ACCIDENTS	2006	2007	2008	2009	2010	AVERAGE	2010 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
Street - Injury	13	15	12	10	18	13.60	4.40
Street - Property + \$1,000*	193	161	170	138	140	160.40	-20.40
Street - Property - \$1,000*	22	26	15	19	22	20.80	1.20
Private - Injury	0	0	0	0	1	0.20	0.80
Private - Property	39	42	56	28	38	40.60	-2.60
Walk-In - Property	27	32	35	22	25	28.20	-3.20
<b>TOTAL</b>	<b>294</b>	<b>276</b>	<b>288</b>	<b>217</b>	<b>244</b>	<b>263.80</b>	<b>-19.80</b>

<b>TOTAL CALLS</b>	<b>6,014</b>	<b>5,493</b>	<b>4,935</b>	<b>5,095</b>	<b>4,362</b>	<b>5,179.80</b>	<b>-817.80</b>
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# PRAIRIE VILLAGE

## FIRST HALF CRIME REPORT - 2010

CRIME	2006	2007	2008	2009	2010	AVERAGE	2010 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	2	0	1	2	2	1.40	0.60
Robbery	2	1	2	5	1	2.20	-1.20
Assault	34	38	36	28	53	37.80	15.20
Burglary	9	21	36	33	26	25.00	1.00
Residence	5	14	33	26	23	20.20	2.80
Business/ Miscellaneous	4	7	3	7	3	4.80	-1.80
Theft	91	71	69	100	110	88.20	21.80
Auto Theft	8	15	10	7	11	10.20	0.80
Arson	0	2	4	0	1	1.40	-0.40
Forgery	5	4	3	13	1	5.20	-4.20
Fraud	3	0	3	5	7	3.60	3.40
Criminal Damage	66	38	29	49	85	53.40	31.60
Sexual Offenses	2	1	3	0	9	3.00	6.00
<b>TOTAL</b>	<b>222</b>	<b>191</b>	<b>196</b>	<b>242</b>	<b>306</b>	<b>231.40</b>	<b>74.60</b>

ACCIDENTS	2006	2007	2008	2009	2010	AVERAGE	2010 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
Street - Injury	13	14	11	8	16	12.40	3.60
Street - Property + \$1,000*	165	153	153	124	132	145.40	-13.40
Street - Property - \$1,000*	17	22	15	18	15	17.40	-2.40
Private - Injury	0	0	0	0	1	0.20	0.80
Private - Property	35	42	52	27	35	38.20	-3.20
Walk-In Property	26	30	32	22	22	26.40	-4.40
<b>TOTAL</b>	<b>256</b>	<b>261</b>	<b>263</b>	<b>199</b>	<b>221</b>	<b>240.00</b>	<b>-19.00</b>

<b>TOTAL CALLS</b>	<b>4,564</b>	<b>4,898</b>	<b>4,043</b>	<b>4,188</b>	<b>3,579</b>	<b>4,254.40</b>	<b>-675.40</b>
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# MISSION HILLS

## FIRST HALF CRIME REPORT - 2010

CRIME	2006	2007	2008	2009	2010	AVERAGE	2010 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	0	0	0	2	1	0.60	0.40
Robbery	0	0	0	1	0	0.20	-0.20
Assault	2	0	4	5	3	2.80	0.20
Burglary	5	4	8	14	0	6.20	-6.20
Residence	2	4	8	11	0	5.00	-5.00
Business	3	0	0	3	0	1.20	-1.20
Theft	4	6	20	24	13	13.40	-0.40
Auto Theft	3	3	2	0	2	2.00	0.00
Arson	0	0	0	0	0	0.00	0.00
Forgery	0	0	0	0	0	0.00	0.00
Fraud	0	0	0	0	0	0.00	0.00
Criminal Damage	6	4	3	18	8	7.80	0.20
Sexual Offenses	0	0	0	0	0	0.00	0.00
<b>TOTAL</b>	<b>20</b>	<b>17</b>	<b>37</b>	<b>64</b>	<b>27</b>	<b>33.00</b>	<b>-6.00</b>

ACCIDENTS	2006	2007	2008	2009	2010	AVERAGE	2010 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
Street - Injury	0	1	1	2	2	1.20	0.80
Street - Property + \$1,000*	28	8	17	14	8	15.00	-7.00
Street - Property - \$1,000*	5	4	0	1	7	3.40	3.60
Private - Injury	0	0	0	0	0	0.00	0.00
Private - Property	4	0	4	1	3	2.40	0.60
Walk-In - Property	1	2	3	0	3	1.80	1.20
<b>TOTAL</b>	<b>38</b>	<b>15</b>	<b>25</b>	<b>18</b>	<b>23</b>	<b>23.80</b>	<b>-0.80</b>

<b>TOTAL CALLS</b>	<b>1,116</b>	<b>958</b>	<b>892</b>	<b>907</b>	<b>783</b>	<b>931.20</b>	<b>-148.20</b>
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**SISTER CITY COMMITTEE**  
**12 July 2010**  
**MINUTES**

**Call to Order**

Chair Jim Hohensee called the meeting to order. Present: Carole Mosher, Vera Glywa, Cleo Simmonds, Dick Bills, Rod Atteberry, Bob McGowan and Phil Monnig. Staff: Chris Engel.

**Minutes**

Minutes from June 14, 2010 were approved.

**Activity Reports**

Rod moved that Yuri and Marta be paid an honorarium of \$500 each for speaking at the art event in accordance with the Art Grant. Bob seconded and the motion carried.

Carol reported that the tattoos at Villagefest were popular and should be customized next year if possible. Another suggestion would be a tri-fold brochure with information about the committee.

Dick briefed the committee on his, Vera and Cleo's recent visit to the Olathe joint Sister City Committee/Friends Of meeting. The committee has 13 members and the "Friends Of" has ~50 members, including the 13 committee members. Their committee is city funded and the "Friends Of" is 501c3 and funded through donations and fundraisers. Dick will share this information with the "PV Friends Of" organizing committee to aid them in setting the committee up. In addition, it was agreed that the current Commerce Bank checking account will be transferred over to the organizing committee members to further aid in their establishment of a "PV Friends Of" committee.

**Sister Cities International**

Rod is attending the conference (July 28 - 31) and will work with Chris on the registration.

**Jazzfest**

Jim asked the committee what role, if any, they would like to play in Jazzfest. With visitors from Dolyna being part of the line-up the Committee feels strongly they should contribute to the event by helping chaperone the Ukrainians while here, locating lodging and providing transportation. In addition, a fundraiser to offset the cost of the trip should be organized. The fundraiser will not be jazz, but more traditional music. Rod and Dick will work on the event (planning / location / postcard).

**Next Visit to Dolyna**

The Committee discussed the next appropriate time to visit Dolyna. Vera said the Mayor would like us to visit during Dolyna Days during the Ukrainian Independence Day celebration. The Committee will continue to discuss who will be attending and when would be the best time for all parties involved.

**New Business**

The Committee discussed celebrating Ukrainian Independence Day at the Blue Moose this year. Dick asked that the City fly the Ukrainian flag to honor the occasion.

**Adjournment**

The next meeting is scheduled for Monday, August 9.

Jim Hohensee  
Chair



**Jazz Fest Committee  
June 23, 2010**

**Attending:** Dan Andersen, Chris Huff, Kyle Kristofer, Rod Atteberry, Karen Ecton, Kathy Peterson, Bob McGowan, Randy Kronblad and Joyce Hagen Mundy

**Approval of Minutes of 05/26/2010**

Minutes of the June 8, 2010 were approved with one correction.

**Recap of Tomahawk Shops Fundraiser**

Dan Andersen reported this event was successful. The net profit from the IPAD raffle was \$1335. The brown bag raffle raised \$145. Rimann Liquor is still selling wine from which the committee will receive \$5 per bottle sold.

**Subcommittee Reports**

**Entertainment**

Dan reported a contract has been negotiated to allow Karrin Allyson to perform with the Kansas City Jazz Orchestra. There is no rider to the contract and The Folly Theatre will be allow to sell tickets and promote her performance at The Folly at JazzFest. David Basse will be doing radio interviews with all of the performers which will also feature their work in the month prior to JazzFest.

Dan reported Eldar will do a fund-raising concert, they are currently working on possible dates.

**Technical**

Chris Huff reported the stage staff are familiar with Eldar and Karrin and do not foresee any problems getting them what they need. Dan noted that Eldar will also need a piano. Chris and Rod said they would make arrangements for a piano.

**Sponsors**

Dan is continuing to talk with Lane4. Dan reported letters have been sent to all of the potential sponsors where they had contact information. He has already been contacted by the Bank of Prairie Village. He stressed the need to follow-up with individuals now that they have received information.

Karen Ecton reported her findings regarding the Pepsi Community Grant. Four Grants are given each month from 100 submissions. Filing begins on the first day of the month and continues until 100 are received. Winners are selected by votes from the public from the Pepsi website. The probable grant category amount for this event would be \$25,000. Karen and Dan will work on the submission on Monday, June 28<sup>th</sup>.

Joyce will follow up with Larkin, Gilmore & Bell, AT&T and Cretcher-Heartland as well as former Mayor Roe Taliaferro. Other assignments were distributed.

### **Marketing**

Rod & Kyle prepared the ad for JAMM Magazine. A copy will be sent to committee members. Karen Ecton reported KCBH&G will provide a half-page ad rather than a quarter page ad in their next edition.

### **Website**

The web site is now on its own post under [PrairieVillageJazz.org](http://PrairieVillageJazz.org).

### **Social Media**

Kyle noted Face Book and Twitter are not updating.

### **Beer, Wine & Soda**

Crawford will purchase all the alcohol with the City only paying taxes. They are excited about the event and have volunteered to host a fund-raising beer tasting event.

### **Volunteers**

Dan Andersen noted there were problems encountered when transferring web information and asked Kathy to supply volunteer information to him again, so he can make sure everyone is included.

### **T-Shirts & Festival Gear**

Dan reported he has ordered 50 T-shirts for JazzFest volunteers. They should arrive before Villagefest. The fans have also been ordered. They do not include the date of the event, but do include the website address.

### **Vendors**

Dan stated he anticipated more vendors as he continues to get calls from interested vendors. Karen Ecton stated she had a possible vendor that would be good and would get their information to Dan.

### **Signage**

Joyce reported KCP&L will not allow signs to be hung from their poles across Mission Road.

### **Hospitality**

Joyce will get Randy copies of the entertainment riders to determine what is required by the different entertainers. General hospitality concerns were also discussed.

### **Villagefest Participation**

Kathy Peterson reported she can get three remote controlled cars to be raffled during the event. Dan will get raffle tickets. The raffle drawing will be held at the end of the day. Additional handout cards will be ordered as there are less than 500 remaining. Joyce will prepare a worker sign-up to be sent out. Concert tickets for Eldar fundraiser will also be sold if available.

### **Eldar Fundraising Concert**

Dan reported that Eldar has agreed to do the concert. The probable date will be Saturday, August 7<sup>th</sup>, but this has not been finalized. At the last meeting the ticket price was set at \$50 each or \$75 for two. He will do two 45 minute sets. Dan is working with the Indian Hills Country Club to hold the event.

The committee considered different options available for the sale/service of alcoholic beverages. The option of holding a wine tasting event from 6 to 8 was discussed. It was decided to simply have drinks available for purchase at a cost of \$10.

Also discussed was having the option of purchasing VIP seating that included a small table for two. Dan will look into the costs and impact on the number of seats that could be sold.

### **Beer Tasting Fundraiser**

Dan reported Crawfords has offered to host a beer tasting event. Committee members felt it should be pursued and suggested holding it outside in a tent at either Prairie Village or Corinth Shopping Center. Due to the KU gathering in mid-August, the tentative date of the last weekend in July was suggested. Dan will look into this further.

### **Next Meeting**

The next regular meeting will be Wednesday, July 28<sup>th</sup> at 7 p.m. in the Council Chambers. If the committee moves forward with the beer tasting event, a special meeting will be held prior to that date to finalize arrangements for the event. Committee members will be notified.

### **Adjournment**

The meeting was adjourned at 8:40 p.m.

**Council Members  
Mark Your Calendars  
August 2, 2010**

<b>August 2010</b>	Senior Arts Council mixed media exhibit in the R. G. Endres Gallery
August 13	Artist reception in the R. G. Endres Gallery 6:30 - 8:00
August 16	City Council Meeting
<b>September 2010</b>	Joan Gerding oils exhibit in the R. G. Endres Gallery
September 6	City offices closed in observance of the Labor Day holiday
September 7(Tues.)	City Council Meeting
September 10	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
September 20	City Council Meeting
<b>October 2010</b>	State of the Arts exhibit in the R. G. Endres Gallery
October 4	City Council Meeting
October 8	Artist reception in the R. G. Endres Gallery 6:00 - 8:00
October 18	City Council Meeting
<b>November 2010</b>	Exhibit in the R. G. Endres Gallery
November 1	City Council Meeting
November 12	Artist reception in the R. G. Endres Gallery 6:30.- 7:30
November 15	City Council Meeting
November 25	City offices closed in observance of the Thanksgiving holiday
November 26	City offices closed in observance of the Thanksgiving holiday
<b>December 2010</b>	Marcus Cain mixed media exhibit in the R. G. Endres Gallery
December 3	Artist reception in the R. G. Endres Gallery 6:30 - 7:30
December 6	City Council Meeting
December 10	Mayor's Holiday Gala
December 20	City Council Meeting
December 24	City offices closed in observance of the Christmas holiday

**ANIMAL CONTROL COMMITTEE**

AC96-04 Consider ban the dogs from parks ordinance (assigned 7/15/96)

**COUNCIL COMMITTEE**

- COU2007-02 Consider Reducing size of Council & term limits for elected officials (assigned 1/8/2007)  
COU2007-35 Consider reactivation of Project 190709: 83<sup>rd</sup> Street/Delmar Drainage Improvements  
COU2007-40 Consider Code Enforcement - Interior Inspections (assigned 5/2/2007)  
COU2007-74 Consider reactivation of Prairie Village Development Corporation (assigned 12/3/2007)  
COU2008-21 Consider Project 190865:2009 CARS - Roe Avenue Resurfacing from Somerset Drive to 83<sup>rd</sup> Street (assigned 2/26/2008)  
COU2008-22 Consider Project 190890: 2009 Street Resurfacing Program (assigned 2/26/2008)  
COU2008-67 Consider sidewalk policy relative to sidewalks (8200 Rosewood) (assigned 8/13/2008)  
COU2008-75 Consider approval of a modification to Personnel Policy 910 regarding "comp time" (assigned 10/1/2008)  
COU2008-100 Consider approval of ordinance affirming City Boundaries (assigned 12/10/2008)  
COU2009-03 Consider Project 191023: 2009 Concrete Repair Program (assigned 12/23/2008)  
COU2009-14 Consider Project 190870: 2010 Street Resurfacing Program (assigned 1/13/2009)  
COU2009-15 Consider Project 190721: 2009 Storm Drainage Repair Program (assigned 1/13/2009)  
COU2009-16 Consider Project 190876: 2010 CARS, 83<sup>rd</sup> Street Resurfacing from Nall Avenue to Roe Avenue (assigned 1/13/2009)  
COU2009-17 Consider Project 190877: 2009 CARS, 83<sup>rd</sup> Street Resurfacing: Roe Avenue to Somerset Drive (assigned 1/13/2009)  
COU2009-26 Consider Project 190722: 2010 Storm Drainage Repair Program (assigned 2/6/2009)  
COU2009-63 Consider Project 190866 - 75<sup>th</sup> Street Paving (assigned 6/10/2009)  
COU2009-100 Consider Project 190728: Prairie Lane Drainage Project (assigned 10/14/2009)  
COU2010-42 Consider Adoption of Resolution authorizing amendments to the Indenture of Trust and Lease Agreement related to the City's Revenue Bonds, (Claridge Court), Series 2003. (assigned 7/28/2010)  
COU2010-43 Consider Interlocal Agreement with the City of Mission Hills for the Resurfacing Project 190892: Mission Road, 63<sup>rd</sup> Street to 66<sup>th</sup> Street (assigned 7/28/2010)  
COU2010-44 Consider Interlocal Agreement with the City of Overland Park to Micro-Surface 75<sup>th</sup> Street from Nall Avenue to Walmer Drive and approve funding for the project (assigned 7/28/2010)

**PARKS AND RECREATION COMMITTEE**

PK97-26 Consider Gazebo for Franklin Park (assigned 12/1/97)

**PLANNING COMMISSION**

- PC2007-01 Study City zoning regulations to address those items identified by the Village Vision Strategic Investment Plan in 2007 (assigned 8/20/2007)  
PC2008-02 Consider development of ordinances to support best practices for renewable energy and for green design related to residential and commercial building design (assigned 7/7/08)

**PRAIRIE VILLAGE ARTS COUNCIL**

PVAC2000-01 Consider a brochure to promote permanent local art and history (assigned Strategic Plan for the 1<sup>st</sup> Quarter of 2001)