

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, December 02, 2019
6:00 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **APPROVAL OF THE AGENDA**
- V. **INTRODUCTION OF STUDENTS & SCOUTS**
- VI. **PRESENTATIONS**

Co-responder introduction
Tim Schwartzkopf

Citizen Police Academy graduation
Brady Sullivan

First Washington annual presentation
Michelle Pitsenberger, Gregg Zike

- VII. **PUBLIC PARTICIPATION**

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

- VIII. **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. Approval of the regular City Council meeting minutes - November 18, 2019
- 2. Approval of 2020 Cereal Malt Beverage licenses
- 3. Approval of Expenditure Ordinance #2983
- 4. Approval of Expenditure Ordinance #2984
- 5. Consider renewal of Blue Valley Public Safety Contract for the City's outdoor warning siren system maintenance for 2020
- 6. Consider the Renewal of Information Technology Services between Johnson County DTI and the City of Prairie Village

- IX. **COMMITTEE REPORTS**

X. **MAYOR'S REPORT**

XI. **STAFF REPORTS**

XII. **OLD BUSINESS**

COU2019-47 Consider approval of items for bond sale related to the Public Works facility
Adam Pope, Keven Wempe

XIII. **NEW BUSINESS**

United Community Services (UCS) presentation
Marya Schott

COU2019-53 Consider 2020 contribution allocation recommended by United Community Services for Human Service Fund grants
Marya Schott, Lisa Santa Maria

COU2019-54 Consider 2020 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2020 Alcohol Tax Funds
Marya Schott, Lisa Santa Maria

COU2019-55 Consider design agreement with Affinis Corporation for the design of the 2019 Residential Street Program
Keith Bredehoeft

COU2019-56 Consider final project costs for Wassmer Park and Porter Park, BG080001
Keith Bredehoeft

Consider approval of the 2020 Prairie Village Legislative Platform

XIV. **COUNCIL COMMITTEE OF THE WHOLE** (Council President presiding)

XV. **ANNOUNCEMENTS**

XVI. **ADJOURNMENT**

If any individual requires special accommodations - for example, qualified interpreter, large print, reader, hearing assistance - in order to attend the meeting, please notify the City Clerk at 385-4616, no later than 48 hours prior to the beginning of the meeting. If you are unable to attend this meeting, comments may be received by e-mail at cityclerk@pvkansas.com



Prairie Village City Council Presentation

December 2, 2019



AGENDA

- 2019 Capital Investments and Improvements
- Community Engagement
- Tenant Renewals and New Deals
- 2020 Looking Ahead



2019 Capital Investments & Improvements

The Village Shops

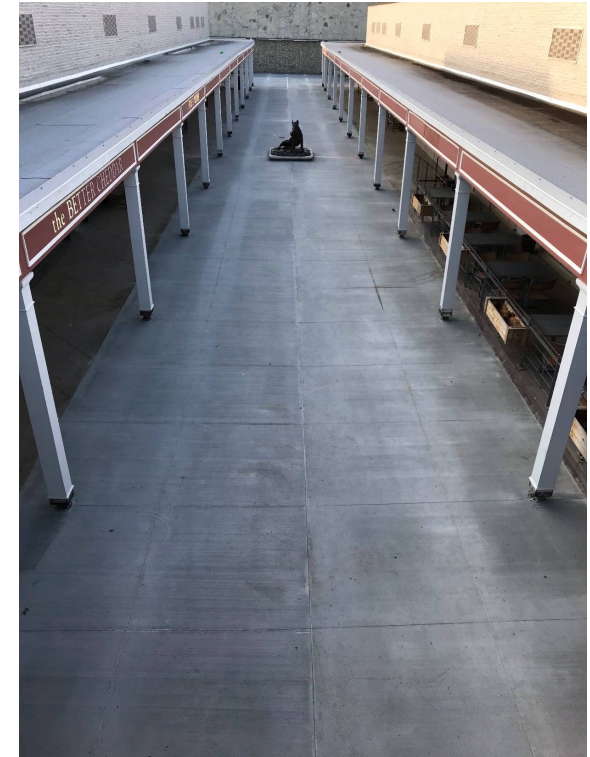
- Courtyard renovation and full concrete replacement
- Roof Replacement on Tomahawk
- EVSE Car Charging Stations

Corinth Square

- Kansas Gas Meter relocation
- EVSE Car Charging Stations
- Ongoing large scale maintenance – Parking lot, brick and stucco, trash enclosures and concrete/sidewalk maintenance

2019 Capital Investments & Improvements

The Village Shops Courtyard Renovation



2019 Capital Investments & Improvements

The Village Shops Roof Replacement



2019 Capital Investments & Improvements

The Village Shops EVSE Charging Stations



2019 Capital Investments & Improvements

Corinth Square EVSE Charging Stations



Corinth Square Gas Meter Relocation



Community Engagement

The Village Shops

- Prairie Village Art Fair, Lancer Day Parade, Trick or Treating in The Village, Holiday Open House Events

Corinth Square

- Hip to Hop Easter, KU Kick Off Event, Trick or Treating at Corinth Square, Holiday Open House Events

City of Prairie Village

- Jazz Fest, Village Fest, State of the Arts, Mayor's Holiday Tree Lighting

Community Engagement

MAYOR'S TREE LIGHTING



PV ART FAIR



Community Engagement



It's Hip to Hop
at Corinth Square

SATURDAY, APRIL 13
10AM-12PM

ENJOY A PETTING ZOO, FACE PAINTING, LIVE MUSIC & PHOTOS WITH THE EASTER BUNNY

@corinth_square @corinthsqureshops

The poster features a light pink background with small pink polka dots. At the bottom, there is a large blue and white illustration of a bunny's ears. The text is in a mix of orange and dark blue fonts.



MAC & CHEESE CRAWL

BRGR URBAN TABLE JOHNNY'S SOCIAL SUPPERS
SALTY IGUANA GREAT HARVEST BREAD CO.

SAY CHEESE!

WEDNESDAY, JUNE 26TH · 6-8PM

The poster has a light orange top section and a dark wood-grain bottom section. On the right side, there is a wooden spoon filled with macaroni and cheese. The text is in dark blue and white fonts.



TRICK OR TREAT
AT CORINTH SQUARE

OCTOBER 31
4-6PM

FAMILY FRIENDLY!
FREE CANDY

CORINTH SQUARE
83RD AND MISSION, PRAIRIE VILLAGE, KS

WWW.CORINTHSQUARE.COM

The poster has a dark blue background with a large orange circle in the center. Silhouettes of a girl with a basket, a boy, and a ghost are walking across the circle. There are also silhouettes of tombstones and bats. The text is in white and orange fonts.

Renewals and New Leases



SCOOBIE



ON THE BALL



FRENCH MARKET



Grand Openings



TYLER KINGSTON MERCANTILE



Grand Openings

PetPeople®



Grand Openings

SCOOBIE



Looking Ahead – 2020

- Roof evaluations and replacements
- Ongoing large scale maintenance – Parking lot, brick and stucco, trash enclosures and concrete/sidewalk maintenance
- Evaluating LED Retrofit and cost benefit analysis
- Continue to work with current and prospective tenants to provide great merchandising for our patrons

Looking Ahead – 2020

Corinth Quarter

Leasing Fall/Winter 2019/2020 → Construction 2020





Thank you,
First Washington Realty Team

Michelle Pitsenberger, CPM, RPA
Regional Property Manager
mpitsenberger@firstwash.com
Phone: 816.399.3537



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
NOVEMBER 18, 2019**

The City Council of Prairie Village, Kansas, met in regular session on Monday, November 18, 2019, at 6:00 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Council Members in attendance: Chad Herring, Jori Nelson, Serena Schermoly, Ron Nelson, Tucker Poling, Andrew Wang, Sheila Myers, Brooke Morehead, Dan Runion, Courtney McFadden, Ted Odell and Terrence Gallagher. Staff present: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney David Waters, attorney with Lathrop & Gage; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Lisa Santa Maria, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda for November 18, 2019. Mr. Poling seconded the motion, which passed unanimously.

INTRODUCTION OF STUDENTS & SCOUTS

Students from Kansas City Christian School were in attendance to fulfill an AP Government class requirement.

PRESENTATIONS

None

PUBLIC PARTICIPATION

Daniel Mapes, resident of Raymore, Missouri and skate instructor, shared his appreciation for plans to upgrade the City skate park.

With no one else present to address the Council, public participation was closed at 6:07 p.m.

CONSENT AGENDA

Mayor Mikkelson asked if there were any items to remove from the consent agenda for discussion:



1. Approval of regular City Council meeting minutes - November 4, 2019

Ms. Nelson made a motion to approve the consent agenda as presented.

A roll call vote was taken with the following votes cast: "aye": Herring, J. Nelson, Schermoly, R. Nelson, Poling, Wang, Myers, Morehead, Runion, McFadden, Odell, Gallagher.

COMMITTEE REPORTS

- Mrs. Myers stated that Weise, the consultant developing the civic center survey, piloted the phone survey the previous week, and that field work was underway. The company is also currently testing the online portion of the survey.

She added that the Tree Board planted 26 trees in the Prairie Fields subdivision on November 8, with the support of the Heartland Tree Alliance.

- Mr. Herring said that the Parks and Recreation Committee met on November 13. Jeff Stewart, Executive Director of the Johnson County Parks and Recreation District, gave a presentation on the next phase of the Meadowbrook Park project. Additionally, a discussion was held about recreational fees, and the City of Merriam participating in the pool "superpass" program, since the City's new aquatic center is set to open in 2020.
- Mrs. Schermoly shared information about the 2019 JazzFest event, noting that there were a total of 2,147 paid attendees, and that alcohol sales increased by \$5,700 over the previous year. The JazzFest Committee is considering having additional food trucks in the future, and moving wristband distribution to the beer tent.
- Mrs. Morehead stated that she, Ms. Nelson and Mrs. Myers met with six Ukrainian business leaders to discuss the role of women in local government on November 6.

MAYOR'S REPORT

Mayor Mikkelson reported the following:

- The Mayor noted that another Ukrainian delegation would be visiting the Police Department later in the week to discuss the role of investigative journalism in exposing corruption in government.
- The Mayor and staff met with U.S. Representative Sharice Davids to discuss ways to further the City's interests at the national level.
- Johnson County and Wyandotte County Mayors met with state legislators to discuss regional issues for the upcoming legislative session.



- The Mayor attended the Johnson County Community College Annual Gala fundraising event. Over \$1,000,000 was raised for scholarships to the College.
- The Mayor spoke at the Countryside East home association meeting the prior week.
- The Mayor and staff met with senior citizens at the Meadowbrook Events Center, and the Mayor met with the Claridge Court Men's Group the previous week.
- Coffee with a Cop took place November 15 at Panera.
- The Mayor attended a Northeast Johnson County Mayors Lunch, at which a presentation was given by Stuart Little, a lobbyist interested in representing cities in the area.
- The Mayor and several Councilmembers attended the Northeast Johnson County Annual Gala on November 15, at which outgoing Chair David Waters was honored.
- The Mayor congratulated newly elected Councilmembers, and recognized outgoing members.
- The annual Mayor's Christmas Tree Lighting will take place November 21 at the Corinth Shops.
- The next Chamber in the Chamber music event will be held on November 22.
- The Kansas City Chamber of Commerce annual dinner will take place November 26.
- A legislative forum to discuss City issues will be held January 9.

STAFF REPORTS

Public Works

- Mr. Bredehoeft said that the solar panels at Wassmer Park are now fully functional and should provide enough power for all park needs. Any additional power generated will be returned to the electrical grid.

Administration

- Mr. Jordan stated that packet for the next meeting would be sent out early due to the Thanksgiving holiday. He added that the Citizen Police Academy graduation would be held at the next Council meeting, and that First Washington would give its annual presentation to the Council.

OLD BUSINESS

Mrs. Schermoly congratulated Mr. Waters for being elected Mayor of the City of Westwood, KS.

NEW BUSINESS

Discuss the Harmon Park skate park option for the performance pad and discuss project budget

Mr. Bredehoeft stated that the plan to rebuild the skate park began when staff first noticed cracking in the concrete in 2014. At that time, a full replacement of the park was



budgeted to be \$350,000. Since then, construction prices have increased, necessitating additional funding to complete the project. Mr. Bredehoeft stated that the Council needed to provide staff direction on how to proceed, specifically as to whether the skate park and performance pad should be constructed as part of the same project or separately. Additionally, Council approval was needed to apply additional funds toward the total project budget. If approved, two more public meetings will be held to finalize the design, with the goal of opening the facility in the summer of 2020.

Canton Russell, representing New Line Skate Parks, gave a presentation showing different design options for the facility. Four options were presented: three of varying size that included the performance pad, and a fourth in which the park and pad were separated. Mr. Bredehoeft reminded Council that a specific option did not need to be selected; instead, staff just needed a recommendation to either build the park and the pad together or separately.

Mrs. Myers asked if lighting or a cover could be added to the design. Mr. Russell stated that they could be considered as an option or a future upgrade. Mr. Bredehoeft stated that skate park committee had recommended replacing the current park, which is approximately 10,000 square feet, with a new park of the same size. Doing so would require an additional \$150,000 to \$200,000; an additional \$100,000 was added to the project previously for the performance pad. The funding would come from the park reserve fund, which currently has a balance of approximately \$450,000.

Mr. Odell made a motion to incorporate the performance pad into the skate park. The motion was seconded by Mr. Nelson, and passed unanimously.

Mr. Runion asked what the longevity of the new park would be. Mr. Russell stated it could be expected to last for 20 to 30 years with minimum maintenance each year. Ms. Nelson asked if contributions were made to the park reserve each year. Mr. Bredehoeft said they were, though the amount varied from year to year.

Mrs. Myers made a motion to increase the budget of the skate park by \$200,000, using funds from the park reserve, for a total not to exceed \$650,000. The motion was seconded by Mr. Nelson, and passed unanimously.

Mr. Gallagher made a motion that the City Council move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Nelson and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

Consider approval of proposed pilot program for curbside food compost and glass pickup



Mrs. Robichaud gave a presentation on an updated pilot program for compost and glass recycling. The new plan includes 198 homes in all six wards, and will run from February through July 2020. GlassBandit and Compost Collective KC will participate in the program, and Republic Services, the City's solid waste services provider, will also participate by collecting compost along with yard waste at participating homes. The total investment for the City would be \$18,266, which will be drawn from the solid waste contingency fund. The program will function as follows:

- GlassBandit will offer bi-weekly pickup to 198 homes selected in all six wards. This includes a bin provided by the vendor. The cost is \$2.00 per house per month plus a \$7.00 bin deposit per house, for a total cost of \$3,762 for six months.
- Compost Collective KC will offer curbside compost pickup bi-weekly to 94 homes selected in Wards 1, 2, and 3. This includes a bin provided by the vendor. The cost is \$10.00 per house per month plus an \$8.00 bin deposit per house, for a total cost of \$6,392 for six months.
- Republic will offer curbside compost pickup weekly to 104 homes in Wards 4, 5, and 6. This does not include a bin provided by the vendor. The food compost can be integrated directly with the yard waste or placed in a bucket with a liner at the curb. The total cost is \$13.00 per house per month for a total cost of \$8,112 for six months.

Residents will have the option of opting-out by letting the City know before January 10.

Mr. Odell asked if the test areas could be changed if a certain neighborhood had low participation. Mrs. Robichaud said she would not recommend doing so because the goal is to determine a realistic participation rate among residents.

Mr. Odell moved to approve the pilot program as presented by staff. Mr. Poling seconded the motion.

Mr. Herring noted that some homeowners' associations in the City do not use Republic for solid waste services, and asked how pickup in those areas would be handled if Republic was selected. Mrs. Robichaud stated that staff recommended only including households that are already on the City contract because they are the houses that are currently billed through a property tax assessment.

Ms. Nelson asked why Republic would pick up compost weekly but Compost Collective would only do so bi-weekly. Mrs. Robichaud stated that Republic was unable to provide service bi-weekly because yard waste is required to be picked up every week. Further, staff felt that having the vendors pick up compost at different intervals would provide useful data to determine which pickup frequency is preferred by residents.

Ms. Nelson made a motion to amend the motion to have Compost Collective pick up compost weekly. The motion was seconded by Mr. Poling.



Mrs. Nelson asked how the amendment would affect the cost of the project, and Mrs. Robichaud stated it would increase costs by approximately \$4,000.

The motion to amend the motion failed by a vote of 4-8, with Mr. Nelson, Mr. Wang, Mrs. Myers, Mrs. Morehead, Mr. Runion, Mrs. McFadden, Mr. Odell and Mr. Gallagher in opposition.

After further discussion, the original motion passed 10-2, with Mr. Wang and Mrs. Morehead in opposition.

Consider traffic calming on 87th Street from Somerset Drive to Nall Avenue

Mr. Bredehoeft stated that staff had been working with residents on this section of 87th Street for the past year to consider traffic calming options. At a recent resident meeting, the solutions selected included two “neckdowns” close to Somerset Drive and Nall Avenue, as well as two speed display signs at Rosewood Drive and a pedestrian-activated beacon at Cedar Street, which is a school crossing. Mr. Bredehoeft noted that the signs and beacons would be purchased with traffic calming funds, and that the neckdowns would be built as part of the 2020 concrete program.

Mrs. McFadden moved to approve the traffic calming measures as presented by staff. Mr. Poling seconded the motion, which passed unanimously.

Consider approval of 2020 Prairie Village legislative platform

Mrs. Robichaud shared a version of the platform document showing the differences between the 2019 and 2020 language. She noted the Tax Policy section had been renamed Tax Policy and the Dark Store Theory, and that language had been added clarifying the City’s opposition. Additionally, a section titled Addressing the Climate Crisis as Public Policy Priority was added. Finally, language was added to the Statewide Energy Policy section supporting a policy standard to reduce the dependency on oil “*and other nonrenewable resources, reduce carbon emission, and increase carbon capture.*”

Mr. Odell shared concern with the language in the Climate Crisis section, and felt that the phrase “*consensus reached by the scientific community*” should be removed.

Mrs. Morehead made a motion to insert language into the Tax Policy and the Dark Store Theory section indicating that it only referred to “*large*” commercial properties. Mrs. Schermoly seconded the motion, which failed 4-7, with Mr. Herring, Ms. Nelson, Mr. Nelson, Mr. Poling, Mr. Wang, Mrs. Myers, and Mr. Gallagher in opposition, and Mrs. McFadden in abstention.

Mr. Poling moved to add the language “*we also urge the state government to fund special education at the level required by K.S.A. 72-3422*” to the State Funding of Public



Education section. Mr. Herring seconded the motion, which passed 10-2, with Mrs. Myers and Mrs. McFadden in opposition.

Mr. Runion moved to add language to the Addressing the Climate Crisis as Public Policy Priority section stating the City is supportive of elevating the items listed, *“provided that those efforts are mindful of the cost to local residents.”* The motion was seconded by Mr. Gallagher.

After discussion, a motion to call the question was made by Mr. Runion. The motion passed 10-2, with Mrs. Schermoly and Mrs. McFadden in opposition.

The original motion failed by a vote of 4-7, with Mr. Herring, Ms. Nelson, Mrs. Schermoly, Mr. Nelson, Mr. Poling, Mrs. Myers and Mrs. McFadden in opposition, and Mr. Gallagher in abstention.

Mr. Herring moved to adopt the 2020 Legislative Platform as amended. Mr. Nelson seconded the motion, which tied 6-6, with Mrs. Schermoly, Mr. Wang, Mrs. Myers, Mrs. Morehead, Mr. Runion and Mr. Odell in opposition. Mayor Mikkelson cast a tie-breaking vote in favor of the motion.

Mayor Mikkelson shared a handout providing the terms of a proposal with Stuart Little, a state lobbyist offering to help represent the City’s interests. The Mayor asked the Committee if they were interested in discussing further at the next meeting. The majority of members were not interested in pursuing the idea further.

Ms. Nelson moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion passed unanimously.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

With no further business to come before the City Council, Mayor Mikkelson declared the meeting adjourned at 8:46 p.m.

Adam Geffert
City Clerk



City Clerk

Council Meeting Date: December 2, 2019
Consent Agenda

Approve the issuance of Cereal Malt Beverage Licenses for 2020 to the following businesses

RECOMMENDATION

Staff recommends the City Council approve the issuance of Cereal Malt Beverage Licenses for 2020 to the following businesses:

Hen House - Hen House 22 located at 4050 W 83rd Street
Hen House - Hen House 28 located at 6950 Mission Rd
Hy-Vee Inc - Store located at 7620 State Line Rd
Kansas CVS Pharmacy - Store #5261 at 8200 Mission Rd
Minit Mart LLC - Minit Mart located at 9440 Mission Rd
Walgreen Co - Store #13032 located at 4016 W 95th Street

BACKGROUND

The State of Kansas requires a Cereal Malt Beverage license for each business selling cereal malt beverages. The listed businesses have submitted an application for a 2020 Cereal Malt Beverage License to allow for the sale of beer in unopened original containers only. This application is being submitted in accordance with Prairie Village Municipal Code 3-202. The applications are available for review in the City Clerk's Office.

ATTACHMENTS

None

PREPARED BY

Adam Geffert
City Clerk

Date: 11/14/19

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

October 14, 2019

Copy of Ordinance
2983

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
20270-20351	9/6/2019 ✓	1,741,480.02 ✓	
20352-20355	9/13/2019 ✓	4,517.20 ✓	
20356-20465	9/20/2019 ✓	1,064,748.86 ✓	
20466-20469	9/27/2019 ✓	10,238.29 ✓	
Payroll Expenditures			
9/10/2019 ✓		336,261.87 ✓	
9/24/2019 ✓		316,024.32 ✓	
Electronic Payments			
Electronic Pmnts	9/5/2019 ✓	2,262.85 ✓	
	9/9/2019 ✓	4,657.64 ✓	
	9/10/2019 ✓	23,985.62 ✓	
	9/11/2019 ✓	4,848.90 ✓	
	9/12/2019 ✓	1,782.22 ✓	
	9/13/2019 ✓	2,399.86 ✓	
	9/16/2019 ✓	4,526.27 ✓	
	9/26/2019 ✓	4,600.67 ✓	
	9/27/2019 ✓	20,379.10 ✓	
TOTAL EXPENDITURES:			3,542,713.69
Voided Checks			
	Check #	(Amount)	
EE Reimbursement	20382 ✓	(273.05) ✓	
Key Equipment & Supply Co.	20419 ✓	(195.40) ✓	
TOTAL VOIDED CHECKS:			(468.45)
GRAND TOTAL CLAIMS ORDINANCE			3,542,245.24

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

Passed this 14th day of October 2019.

Signed or Approved this 14th day of October 2019.

(SEAL)
ATTEST: *Fielding L. Hartman, Jr.*
City Treasurer

ATTEST: *[Signature]* 10.8.19
Finance Director

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

November 18, 2019

Copy of Ordinance
2984

Ordinance Page No.

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
20470-20549	10/4/2019	1,713,158.30	
20550-20553	10/11/2019	118,748.87	
20554	10/16/2019	87.51	
20555-20636	10/18/2019	1,346,492.77	
20637-20642	10/25/2019	2,636.91	
Payroll Expenditures			
10/9/2019		314,572.64	
10/23/2019		308,151.54	
Electronic Payments			
Electronic Pmnts			
	10/1/2019	1,017.32	
	10/3/2019	10,187.59	
	10/4/2019	27.18	
	10/7/2019	5,482.39	
	10/9/2019	711.59	
	10/10/2019	1,531.19	
	10/11/2019	1,847.78	
	10/15/2019	5,021.56	
	10/17/2019	4,495.87	
	10/25/2019	4,600.67	
	10/28/2019	23.68	
TOTAL EXPENDITURES:			3,838,795.34
Voided Checks	Check #	(Amount)	
TOTAL VOIDED CHECKS:			-
GRAND TOTAL CLAIMS ORDINANCE			3,838,795.34

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

Passed this 18th day of November 2019.

Signed or Approved this 18th day of November 2019.

(SEAL)
ATTEST: *William L. Corbin Jr.*
City Treasurer

ATTEST: *Lisa Saha Yanzia 11-15-19*
Finance Director



POLICE DEPARTMENT

Council Meeting Date: December 2, 2019

CONSENT AGENDA: **Consider Renewal of the Blue Valley Public Safety Contract for the City's Outdoor Warning Siren System Maintenance for 2020.**

RECOMMENDATION

Staff recommends approval of the agreement between the City of Prairie Village and Blue Valley Public Safety in the amount of \$4,512.00 to be paid out of 01-03-21-6029-000 for 2020.

BACKGROUND

Blue Valley Public Safety has maintained the siren system for the City's outdoor warning each year since 1984. The maintenance price has increased 5 percent from 2019, but there have been no changes in the terms and conditions from previous years -- this is merely a renewal for maintenance.

The Department has experienced no problems with the past contracts and the City Attorney has previously reviewed and approved this document.

ATTACHMENTS

2020 Maintenance Agreement, including Terms and Conditions.

PREPARED BY
Tim M. Schwartzkopf
Chief of Police
November 22, 2019



509 James Rollo Dr - PO Box 363
 Grain Valley, MO 64029
 1-800-288-5120

MAINTENANCE AGREEMENT

Contact Name: Jennifer Wright, Exec. Asst.
Customer: Prairie Village Police Department
Address: 7710 Mission Rd.
City: Prairie Village
State: KS
Zip: 66208
Phone: 913-385-4607
Fax: *
Email: jwright@pvkansas.com

Maintenance Agreement No.:
1121191250
 Please reference this
 no. on your order
 Date: 11/21/19
Maintenance Period
1-1-20 thru 12-31-20

Notes:

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Month Total	Annual
12 Month Maintenance Contract on the Following Equipment Standard Terms: 96 Hour Response Time / Business Days Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.						
1	4	MC-2001	Maintenance Contract for model 2001 Siren	\$17.60	\$70.40	\$844.80
2	2	MC-ECLIPSE	Maintenance Contract for model Eclipse Siren	\$17.60	\$35.20	\$422.40
3	6	MC-DCFCTD	Maintenance Contract for Siren Two Way Control	\$18.00	\$108.00	\$1,296.00
4	24	MC-BATT	Contract per standard battery	\$7.50	\$180.00	\$2,160.00
Total of Contract Monthly						\$393.60
Total of Contract Annually						\$4,723.20

Applicable Warranty Credits
 Should any of the above Equipment have remaining factory warranty during the contract period, applicable credits will be listed below

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Months of Remaining Warranty	Total Discount
1	1	MC-ECLIPSE	Maintenance Contract for model Eclipse Siren	\$17.60	12	-\$211.20
Total Discount						-\$211.20

Total of Contract Monthly	\$376.00
Total of Contract Annually	\$4,512.00

Contract Notes:

Site # PV06-60 siren under warranty until 9/2021.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
 Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
 Fax: 816-847-7513
dee@bvpsonline.com



509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Norma Cates
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Norma Cates
Title: President

Norma R. Cates

President

Contact Name: Jennifer Wright, Exec. Asst.
Customer: Prairie Village Police Department
Address: 7710 Mission Rd.
City: Prairie Village
State: KS
Zip: 66208
Phone: 913-385-4607
Cell: *
Fax: 913-385-7710
Email: jwright@pvkansas.com

Maintenance Agreement No.:
1121191250
**Please reference this
no. on your order**
Date Quoted: 11/21/19

I hereby agree to the Terms stated on this document on behalf of the above mentioned Company or Government Entity.

Accepted By: _____
Signature: _____ Date: _____
Title: _____

Purchase Order must be made out to, and e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc. , PO Box 363, Grain Valley, MO 64029
Fax: 816-847-7513
dee@bvpsonline.com



509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.
2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.
3. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.
4. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the Equipment.
5. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.
6. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.
7. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.
8. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.
9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.
10. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) BLUE VALLEY shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to BLUE VALLEY and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BLUE VALLEY; and (iii) BLUE VALLEY shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by BLUE VALLEY subsequent to the effective date of termination.
11. This Agreement constitutes the only agreement between BLUE VALLEY and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by BLUE VALLEY and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BLUE VALLEY and CUSTOMER and no other party shall have any rights hereunder.

12. *SPECIAL PROVISIONS

_____ 96 _____ Hours response time.

Purchase Order must be made out to, and e-mailed, mailed or faxed to:

Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029

Fax: 816-847-7513

dee@bvpsonline.com

RENEWAL OF INFORMATION TECHNOLOGY SERVICES
AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF
JOHNSON COUNTY, KANSAS AND THE CITY OF PRAIRIE VILLAGE, KANSAS

THIS RENEWAL OF INFORMATION TECHNOLOGY SERVICES AGREEMENT (“Renewal”) is made and entered into this ____ day of _____, 2019 by and between the City of Prairie Village, Kansas (“City”) and the Board of County Commissioners of Johnson County, Kansas (“County”).

WITNESSETH:

WHEREAS, the City and the County entered in that certain Information Technology Services Agreement dated August 21, 2014, and subsequent Renewal thereof dated January 1, 2017, regarding the provision of information technology services (together hereinafter the “Agreement”); and

WHEREAS, the City and the County desire to renew and amend the Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and pursuant to and in accordance with the statutory authority vested in the City and the County, the parties hereto agree as follows:

1. Renewal. The City and the County hereby agree that the Agreement shall be, and hereby is, renewed and extended, but with amendment, for an additional term from January 1, 2020 through December 31, 2020 (the “Renewal Term”), subject to the terms and conditions set forth hereinbelow.

2. Services. During the Renewal Term, the County agrees to provide the services set forth in Exhibit A and the City agrees to share in the costs of those services by paying the amounts set forth in Exhibit A, which are the annual costs of the services. These rates are valid for the Renewal Term and are valid only if the City obtains and maintains a high speed data connection of at least 10mb between the City’s facility and any County facility on its high speed network. The County reserves the right to raise these rates if the City fails to obtain and maintain high speed connectivity. The City agrees to pay the costs set forth in Exhibit A on a quarterly basis commencing upon execution of this Renewal. The City agrees to adhere to the County security policies, procedures, and processes, including to allow scanning of any devices attached to the Johnson County network.

3. Additional Services. The parties agree that during the Renewal Term, if the City requests additional professional services that are not included in the services set forth in Exhibit A, then the County’s hourly rates for such services shall be as follows:

Tier 1 Support per hour	\$43.00	Support Center
Tier 2 Support per hour	\$62.00	Systems, Phone, Network, Applications
Consulting per hour	\$75.00	Security, Project Management
DBA Support per hour	\$83.00	Data Administration

4. Agreement Effective. Except as expressly modified by this Renewal, the terms and provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Renewal to be executed in two (2) counterparts by their duly authorized representatives and made effective the day and year first above written.

CITY OF PRAIRIE VILLAGE, KANSAS

BOARD OF COUNTY COMMISSIONERS OF
JOHNSON COUNTY, KANSAS

By _____
Eric Mikkelson, Mayor

By _____
William P. Nixon, Jr., Chief Information Officer

Date _____

Date _____

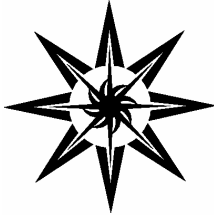
APPROVED AS TO FORM:

Ryan Haga
Assistant County Counselor

EXHIBIT A—SERVICES

	City of Prairie Village	City	Police
	Description of Managed Services	52	60
# Full Time Users		0	0
# Part Time Users (<4 hrs)		67	77
# of Devices (PC's & Servers)			
Network	DTI will be responsible for network monitoring - Includes all network systems, core appliances and switches Network administration and support - Review of event logs and implementation of manufacturer-recommended firmware updates for routers and switches. Network hardware replacement - Identify and recommend network hardware replacements, assisting with the installation as required and needed. Internet Connection including Guest WiFi	\$9,091.00	\$10,490.00
Security	Firewall and VPN Management - Monitor, maintain and support the clients firewall and current VPN system. Assist with firewall security reviews, limit 1 annually, to address best practices in controls. Network Security Monitoring and Intrusion-Prevention Services – Monitor internal and external network traffic to identify malicious activity and block and/or report on activity dynamically based upon County security best practices. Anti-Virus and Threat Management - Monitor, maintain and support the client's anti-virus to ensure AV signatures are current and active across all devices. Internet filtering per Count best practices	\$9,091.00	\$10,490.00
Sub Totals		\$18,182.00	\$20,980.00
Support Services		\$39,162.00	
Software	Check Point - 127 licenses @ \$24.00 ea. & 17 @ \$4.00 ea	\$1,408.00	\$1,708.00
Other Billable Items			
Total - Managed Services		\$42,278.00	

* Standard Support Monday-Friday 7:30am-5pm. Emergency on-call phone support as needed



COU2019 - 47

**CONSIDER APPROVAL OF ITEMS FOR BOND SALE RELATED TO
THE PUBLIC WORKS FACILITY**

RECOMMENDATION

1. Consider approval of the Best Bid from the GO bond sale
2. Consider approval of Ordinance No 2412 authorizing and providing for the issuance of General Obligation improvements bonds, Series 2019
3. Consider approval of Resolution No 2019-17 prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation improvements bonds, Series 2019.

SUGGESTED MOTION

Move that the City Council approve the items for the Public Works Facility bond sale.

BACKGROUND

It is proposed the City of Prairie Village issue General Obligation Bonds in an amount not to exceed \$10,000,000 to finance the costs of constructing and equipping the Public Works facility.

ATTACHMENTS:

- Bond Ordinance No 2412
 - Bond Resolution No 2019-17
-

Prepared By:

Lisa Santa Maria, Finance Director

Date: November 20, 2019

BOND ORDINANCE AND RESOLUTION

- A. Excerpt of Minutes of Meeting approving sale, approving Ordinance/Bond Resolution
- B. Ordinance
- C. Ordinance Summary for Publication
- D. Bond Resolution

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF PRAIRIE VILLAGE, KANSAS
HELD ON DECEMBER 2, 2019**

The City Council (the "Governing Body") met in regular session at the usual meeting place in the City, at 6:00 p.m., the following members being present and participating, to-wit:

Present:

Absent:

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

* * * * *

(Other Proceedings)

The Clerk reported that pursuant to the Notice of Bond Sale, bids for the purchase of General Obligation Improvement Bonds, Series 2019, dated December 19, 2019, of the City had been received. A tabulation of said bids is set forth as **EXHIBIT A** hereto.

Thereupon, the Governing Body reviewed and considered the bids and it was found and determined that the bid of [_____, _____, _____], was the best bid for the Bonds, a copy of which is attached hereto as **EXHIBIT B**.

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2019, OF THE CITY OF PRAIRIE VILLAGE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

Thereupon, Councilmember _____ moved that said Ordinance be passed. The motion was seconded by Councilmember _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yea:

Nay:

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. 2412, was signed and approved by the Mayor and attested by the Clerk and the Ordinance or a summary thereof was directed to be published one time in the official newspaper of the City.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2019, OF THE CITY OF PRAIRIE VILLAGE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 2412 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

Thereupon, Councilmember _____ moved that said Resolution be adopted. The motion was seconded by Councilmember _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the Governing Body, the vote being as follows:

Yea:

Nay:

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2019-17 and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

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

(SEAL)

Adam Geffert, City Clerk

EXHIBIT A
(BID TABULATION)

EXHIBIT B

(BID OF PURCHASER)

ORDINANCE NO. 2412

OF

THE CITY OF PRAIRIE VILLAGE, KANSAS

PASSED

DECEMBER 2, 2019

**GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2019**

ORDINANCE NO. 2412

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2019, OF THE CITY OF PRAIRIE VILLAGE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Prairie Village, Kansas (the “City”) is a city of the first class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to Charter Ordinance No. 28 of the City and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and other provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the City Council of the City (the “Governing Body”) has authorized the following improvements (the “Improvements”) to be made in the City, to-wit:

<u>Project Name</u>	<u>Authorizing Resolution</u>	<u>Authority</u>	<u>Improvement Fund Deposit</u>
Public Works Facility	2019-14	Article 12, Section 5 of the Kansas Constitution; Charter Ordinance No. 28	\$10,000,000

; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“**Act**” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 28 of the City and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

“**Bond and Interest Fund**” means the Bond and Interest Fund of the City for its general obligation bonds.

“**Bond Resolution**” means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

“**Bonds**” means the City’s General Obligation Improvement Bonds, Series 2019, dated December 19, 2019, authorized by this Ordinance.

“**City**” means the City of Prairie Village, Kansas.

“**Clerk**” means the duly appointed and acting Clerk of the City or, in the Clerk’s absence, the duly appointed Deputy, Assistant or Acting Clerk.

“**Governing Body**” means the City Council of the City.

“**Mayor**” means the duly elected and acting Mayor of the City or, in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“**Ordinance**” means this Ordinance authorizing the issuance of the Bonds.

“**State**” means the State of Kansas.

“**Substitute Improvements**” means the substitute or additional improvements of the City authorized in the manner set forth in the Bond Resolution.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Improvement Bonds, Series 2019, of the City in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, Clerk, Finance Director, and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the governing body of the City on December 2, 2019 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

(PUBLISHED IN THE *THE LEGAL RECORD* ON DECEMBER __, 2019)

SUMMARY OF ORDINANCE NO. 2412

On December 2, 2019, the governing body of the City of Prairie Village, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2019, OF THE CITY OF PRAIRIE VILLAGE, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2019 Bonds approved by the Ordinance are being issued in the principal amount of \$[PRINCIPAL AMOUNT] to finance certain internal improvements in the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 7700 Mission Road, Prairie Village, Kansas 66208-4230. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.pvkansas.com.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: December 2, 2019.

City Attorney

RESOLUTION NO. 2019-17

OF

THE CITY OF PRAIRIE VILLAGE, KANSAS

ADOPTED

DECEMBER 2, 2019

**GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2019**

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RESOLUTION NO. 2019-17

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2019, OF THE CITY OF PRAIRIE VILLAGE, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 2412 OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the City of Prairie Village, Kansas (the “Issuer”) has previously passed the Ordinance authorizing the issuance of the Bonds; and

WHEREAS, the Ordinance authorized the City Council of the Issuer (the “Governing Body”) to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 28 of the Issuer and Article 12, Section 5 of the Constitution of the State of Kansas, all as amended and supplemented from time to time.

“Authorized Denomination” means \$5,000 or any integral multiples thereof.

“Beneficial Owner” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or “Bond” means the General Obligation Improvement Bonds, Series 2019, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Prairie Village, Kansas.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk’s absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Dated Date” means December 19, 2019.

“Debt Service Account” means the Debt Service Account for General Obligation Improvement Bonds, Series 2019 created within the Bond and Interest Fund pursuant to *Section 501* hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“Disclosure Undertaking” means the Issuer's Continuing Disclosure Undertaking dated as of the Dated Date relating to certain obligations contained in the SEC Rule.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution

(other than the covenants relating to continuing disclosure requirements contained herein and in the Disclosure Undertaking) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer’s Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Financeable Costs” means the amount of expenditure for an Improvement which has been duly authorized by action of the Governing Body to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

“Fiscal Year” means the twelve month period ending on December 31.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in *Section 501* hereof.

“Governing Body” means the City Council of the Issuer.

“Improvement Fund” means the Improvement Fund for General Obligation Improvement Bonds, Series 2019 created pursuant to *Section 501* hereof.

“Improvements” means the improvements referred to in the preamble to the Ordinance and any Substitute Improvements.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be March 1 and September 1 of each year, commencing March 1, 2020.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor’s absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody’s” means Moody’s Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Notice Address” means with respect to the following entities:

(a) To the Issuer at:

7700 Mission Road
Prairie Village, Kansas 66208-4230
Phone: (913) 381-6464

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

[_____

_____]

(d) To the Rating Agency(ies):

Moody’s Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

or such other address as is furnished in writing to the other parties referenced herein.

“Notice Representative” means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

“Official Statement” means Issuer’s Official Statement relating to the Bonds.

“Ordinance” means Ordinance No. 2412 of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

“Outstanding” means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer’s temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody’s or Standard & Poor’s; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the principal amount of the Bonds plus accrued interest to the date of delivery[, plus a [net] premium of \$ _____, less an underwriting discount of \$ _____].

“Purchaser” means [_____, _____, _____], the original purchaser of the Bonds, and any successor and assigns.

“**Rating Agency**” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

“**Rebate Fund**” means the Rebate Fund for General Obligation Improvement Bonds, Series 2019 created pursuant to *Section 501* hereof.

“**Record Dates**” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“**Redemption Date**” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

“**Redemption Price**” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“**Replacement Bonds**” means Bonds issued to the Beneficial Owners of the Bonds in accordance with *Section 210* hereof.

“**SEC Rule**” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“**Securities Depository**” means, initially, DTC, and its successors and assigns.

“**Special Record Date**” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“**Standard & Poor's**” or “**S&P**” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“**State**” means the state of Kansas.

“**State Treasurer**” means the duly elected Treasurer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“**Stated Maturity**” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“**Substitute Improvements**” means the substitute or additional improvements of the Issuer described in *Article V* hereof.

[“**20__ Term Bonds**” means the Bonds scheduled to mature in the year 20__.

“**20__ Term Bonds**” means the Bonds scheduled to mature in the year 20__.

“**Term Bonds**” means collectively the 20__ Term Bonds and the 20__ Term Bonds.]

“**Treasurer**” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer’s absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“**United States Government Obligations**” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$[PRINCIPAL AMOUNT], for the purpose of providing funds to: (a) pay the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>	<u>Stated Maturity</u> <u>September 1</u>	<u>Principal</u> <u>Amount</u>	<u>Annual Rate</u> <u>of Interest</u>
2022	\$ _____	_____ %	2036	\$ _____	_____ %
2023	_____	_____	2037	_____	_____
2024	_____	_____	2038	_____	_____
2025	_____	_____	2039	_____	_____
2026	_____	_____	2040	_____	_____
2027	_____	_____	2041	_____	_____
2028	_____	_____	2042	_____	_____
2029	_____	_____	2043	_____	_____
2030	_____	_____	2044	_____	_____
2031	_____	_____	2046	_____	_____
2032	_____	_____	2046	_____	_____
2033	_____	_____	2047	_____	_____
2034	_____	_____	2048	_____	_____
2035	_____	_____	2049	_____	_____

[TERM BONDS

Stated Maturity	Principal	Annual Rate
<u>September 1</u>	<u>Amount</u>	<u>of Interest</u>
20__	\$ _____	_____ %
20__	_____	_____]

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in **Section 204** hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as **EXHIBIT A** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer

instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other

than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any

purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Bonds; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Bond Registrar issues Replacement Bonds as provided in this Section. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Bond Registrar authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository), and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or

(3) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds; or

(b) if the Bond Registrar receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Bond Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Bond Registrar shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Bond Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Bond Registrar, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer, the Bond Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Bond Registrar shall authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Bond Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing, registration, authentication, and delivery of Replacement Bonds shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Bond Registrar receives written evidence satisfactory to the Bond Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Bond Registrar upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in an Authorized Denominations and form as provided herein.

Section 211. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer

for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated November 22, 2019, is hereby ratified and approved.

The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Finance Director of the Issuer are hereby authorized to execute the Official Statement as so supplemented, amended and completed, and the use and public distribution of the Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of the SEC Rule and Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Bonds. The sale of the Bonds to the Purchaser is hereby ratified and confirmed. The Mayor and Clerk are hereby authorized to execute the official bid form submitted by the Purchaser. Delivery of the Bonds shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Bond Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on September 1 in the years 2028, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on September 1, 2027, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

[**Mandatory Redemption.** (a) *20__ Term Bonds.* The 20__ Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 20__ Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$ _____	20__
_____	20__
_____	20__*

*Final Maturity

(b) 20 Term Bonds. The 20 Term Bonds shall be subject to mandatory redemption and payment prior to Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in *Article IV* hereof which are to be deposited into the Debt Service Account shall be sufficient to redeem, and the Issuer shall redeem on September 1 in each year, the following principal amounts of such 20 Term Bonds:

<u>Principal Amount</u>	<u>Year</u>
\$ _____	20__
_____	20__
_____	20__*

*Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Issuer may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Issuer under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection. Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Issuer to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity as designated by the Issuer, and the principal amount of Term Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Issuer intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Issuer will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with, with respect to such mandatory redemption payment.]

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more, but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a

minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. [The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Issuer and whether or not the Paying Agent holds moneys available and sufficient to effect the required redemption.]

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the State Treasurer. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Bond Registrar shall provide the notices specified in this Section to the Securities Depository. It is expected

that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Bond Registrar, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, the Issuer shall provide such notices of redemption as are required by the Disclosure Undertaking. Further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Improvement Fund for General Obligation Improvement Bonds, Series 2019.
- (b) Debt Service Account for General Obligation Improvement Bonds, Series 2019 (within the Bond and Interest Fund).
- (c) Rebate Fund for General Obligation Improvement Bonds, Series 2019.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) All accrued interest received from the sale of the Bonds and \$[_____], representing interest on the Bonds during construction of the Improvements shall be deposited in the Debt Service Account.

(b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor approved by the Governing Body and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable and approved by the Governing Body; (b) paying Costs of Issuance; and (c) transferring any amounts to the Rebate Fund required by this *Article V*.

Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Bonds provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the Governing Body in accordance with the laws of the State; (2) a resolution or ordinance authorizing the use of the proceeds of the Bonds to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the Governing Body pursuant to this Section; (3) the Attorney General of the State has approved the amendment made by such resolution or ordinance to the transcript of proceedings for the Bonds to include the Substitute Improvements; and (4) the use of the proceeds of the Bonds to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Bonds under State or federal law.

(b) The Issuer may reallocate expenditure of Bond proceeds among all Improvements financed by the Bonds; provided the following conditions are met: (1) the reallocation is approved by the Governing Body; (2) the reallocation shall not cause the proceeds of the Bonds allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Bonds under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 506. Application of Moneys in the Rebate Fund.

(a) There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the Federal Tax Certificate. All money at any time deposited in the Rebate Fund shall be held in trust, to the extent required to satisfy the Rebate Amount (as defined in the Federal Tax Certificate), for payment to the United States of America, and neither the Issuer nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and the Federal Tax Certificate.

(b) The Issuer shall periodically determine the arbitrage rebate, if any, under Code § 148(f) in accordance with the Federal Tax Certificate, and the Issuer shall make payments to the United States of America at the times and in the amounts determined under the Federal Tax Certificate. Any moneys remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Amount, or provision made therefor, shall be deposited into the Bond and Interest Fund.

(c) Notwithstanding any other provision of this Bond Resolution, including in particular *Article VII* hereof, the obligation to pay arbitrage rebate to the United States of America and to comply with all other requirements of this Section and the Federal Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 507. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may, at the discretion of the Issuer, be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Article III* hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Finance Director are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section. Notwithstanding any other provision of this Bond Resolution, failure of the Issuer to comply with its covenants contained in the preceding section shall not be considered an Event of Default under this Bond Resolution.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;

- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Bonds among Improvements, to provide for Substitute Improvements, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

- (a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor, Finance Director and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the Governing Body on December 2, 2019.

(SEAL)

Eric Mikkelson, Mayor

ATTEST:

Adam Geffert, City Clerk

EXHIBIT A
(FORM OF BONDS)

**REGISTERED
NUMBER** __

**REGISTERED
\$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation (“DTC”), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF JOHNSON
CITY OF PRAIRIE VILLAGE
GENERAL OBLIGATION IMPROVEMENT BOND
SERIES 2019**

Interest Rate:	Maturity Date: September 1, 20__	Dated Date: December 19, 2019	CUSIP:
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Prairie Village, in the County of Johnson, State of Kansas (the “Issuer”), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to the Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 of each year, commencing March 1, 2020 (the “Interest Payment Dates”), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity to the person in whose name this Bond is registered at the maturity date or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent” and “Bond Registrar”). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on

the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to Cede & Co. or any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated “General Obligation Improvement Bonds, Series 2019,” aggregating the principal amount of \$[PRINCIPAL AMOUNT] (the “Bonds”) issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the “Bond Resolution”). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, Charter Ordinance No. 28 of the Issuer and Article 12, Section 5 of the Constitution of the State of Kansas, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Book-Entry System. The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Bond Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository’s participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Bond Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees

of such beneficial owners. The Issuer and the Bond Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Bond shall be made in accordance with existing arrangements among the Issuer, the Bond Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE BOND RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor, and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF PRAIRIE VILLAGE, KANSAS

[(Facsimile Seal)]

By: _____ (facsimile)
Eric Mikkelson, Mayor

ATTEST:

By: _____ (facsimile)
Adam Geffert, City Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Improvement Bonds, Series 2019, of the City of Prairie Village, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Treasurer of the State of Kansas,
Topeka, Kansas
as Bond Registrar and Paying Agent

By: _____

Registration Number: _____

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

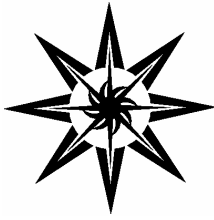
By _____

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
2405 Grand Boulevard
Suite 1100
Kansas City, Missouri 64108

(PRINTED LEGAL OPINION)



ADMINISTRATION DEPARTMENT

Council Meeting Date: December 2, 2019
Consent Agenda

COU2019-53: Consider 2020 contribution allocation recommended by United Community Services for Human Service Fund grants

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the UCS Grant Review Committee contained in the 2020 Human Service Fund Recommendation Report and a contribution to UCS of \$8,300.

BACKGROUND

For the past several years, the City has contributed to the United Community Services (UCS) Human Service Fund. This fund helps support local non-profit agencies. The 2020 budget has designated \$8,300 for this contribution. The UCS grant review committee and the UCS Board of Directors reviewed grant applications from a variety of agencies. Information about the agencies they interviewed and the UCS funding recommendation is attached.

If approved, the City's contribution to UCS will be pooled with funds from other cities in Johnson County and distributed to the agencies listed in the 2020 Human Service Fund Recommendation Report.

FUNDING SOURCE

Funding is included in the 2020 budget for the Parks and Community Programs.

ATTACHMENTS: 2020 Human Service Fund Recommendation Report

Prepared By: Lisa Santa Maria, Finance Director
Date: November 18, 2019



United Community Services of Johnson County

Board Members

Kate Allen, President
Patricia A. All, EdD
Brian S. Brown
Jennifer Bruning
Tara S. Eberline
Robin Harrold
Thomas Herzog
Rev. Lee Jost
Roxann Kerr Lindsey
Donna Lauffer
Justin Nichols
Hon. Donald Roberts
Sandra Sanchez
Maury L. Thompson
Kevin Tubbesing
Rick Worrel
Rebecca Yocham

Council of Advisors

Gary Anderson
Mary Birch
Dick Bond
Pat Colloton
David Cook, PhD
Hon. Peggy Dunn
Hon. Ed Eilert
Jeffrey O. Ellis
SuEllen Fried
Ellen Hanson
Terrie Huntington
Audrey Langworthy
Penny Postoak Ferguson
Jill Quigley
Tom Robinett
Clint Robinson
Carol Sader
Joseph Sopcich, PhD
Brad Stratton
Charlie Sunderland
Elaine Tatham, PhD
Stephen Tatum
David Warm

Executive Director

Julie K. Brewer

October 11, 2019

To: Wes Jordan

From: Julie Brewer, Executive Director

RE: 2020 Human Service Fund Recommendation Report

The United Community Services Board of Directors has prepared its 2020 Human Service Fund allocation recommendations. The enclosed report is submitted for Prairie Village's approval. UCS is sincerely grateful for the funding from the participating jurisdictions which resulted in total funding of approximately \$394,776. During 2020, allocations will benefit Johnson County residents who will be served through 15 programs recommended for grants. Thanks to your support, in 2018, programs receiving Human Service Fund grants served approximately 63,200 Johnson County residents. An electronic version of the report will also be sent to you by Marya Schott, maryas@ucsjoco.org.

The Human Service Fund agreement gives participating jurisdictions the authority and responsibility for approving or modifying UCS' recommendations for Human Service Fund grants. **The governing body is requested to approve the recommendations and notify UCS no later than December 27, 2019.** After that date, the recommendations will stand as presented.

If you would like a representative from UCS to attend a Council meeting, or if you have any questions about the recommendations or process, please contact me at (913) 438-4764. We appreciate your support of this county-wide partnership. Thank you.

Enclosure: 2020 Human Service Fund Recommendations Report



United Community Services of Johnson County

2020 HUMAN SERVICE FUND RECOMMENDATIONS REPORT

Board Members

Kate Allen, President
 Patricia A. All, EdD
 Brian S. Brown
 Jennifer Bruning
 Tara S. Eberline
 Robin Harrold
 Thomas Herzog
 Rev. Lee Jost
 Roxann Kerr Lindsey
 Donna Lauffer
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 Tom Robinett
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 Carol Sader
 Joseph Sopcich, PhD
 Brad Stratton
 Charlie Sunderland
 Stephen Tatum
 David Warm

Executive Director

Julie K. Brewer

Human service programs are vital to addressing the well-being, safety, and stability of Johnson County residents. United Community Services (UCS) commends city and County government leaders for recognizing the important role of local government in supporting human service programs. Thank you for your support of the Human Service Fund in 2020.

Together, Johnson County Government and 15 cities have budgeted \$394,776 for the Human Service Fund in 2020. (See appendix A for list of participating jurisdictions.) These contributions directly benefit Johnson County residents who will be served through 15 programs recommended for 2020 Human Service Fund grants.

The Human Service Fund (HSF) offers local governments a cost-efficient, accountable mechanism to support an array of services that help residents of every city and township who are facing difficult circumstances. Funding is awarded to local nonprofit agencies which provide vital programs that meet the needs of Johnson County residents who live with income at or near the federal poverty level. Priority is given to programs that address child care, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care. (See appendix B for all funding priorities.) Agencies recommended for grants demonstrate positive outcomes and are working collaboratively with others in the community. Funding recommendations represent the maximum HSF award for the calendar year, and UCS is not responsible for reductions in grant awards that may occur due to reduction in allocated funds by participating jurisdictions.

Thanks to your support, in 2018 programs receiving Human Service Fund grants served approximately 63,200 Johnson County residents in-need. But these programs benefit more than just the individual and their family; the entire community, including local government, benefits. Without a strong human service infrastructure to address issues such as unemployment, lack of child care, homelessness, child abuse and neglect, domestic violence, and untreated medical conditions, our community will experience higher crime rates and lower tax revenue, a decline in the standard of living, and weakened economic health.

Jurisdictions are asked to accept the funding recommendations by December 27, 2019.



2020 Human Service Fund Applicant History and Recommendations

Applicant	2018 Grant	2019 Grant	2020 Recommendation	Program Description
CASA of Johnson & Wyandotte Counties	\$40,000	\$43,500	\$48,000	Court-ordered intervention by trained volunteers for children determined by a judge to be a "Child in Need of Care" due to abuse or neglect, or as high concern for safety and placement.
Catholic Charities of NE Kansas	\$70,000	\$70,000	\$70,000	Emergency assistance and supportive housing, including case management to meet basic needs of low-income families and help them work towards self-sufficiency.
Community Center of Shawnee, Inc.	No request	\$5,000	No request	Food pantry transportation; distribution of free food.
Cultivate Kansas City	No request	No request	\$0	Nutrition Incentives Program: Matching funds for SNAP participants and for seniors in KS Senior Market Nutrition Program.
El Centro	\$20,000	\$22,736	\$22,800	Safety net services for low-income, under/uninsured individuals and families: economic empowerment (emergency assistance, financial literacy, assistance filing taxes), and access to healthcare (health navigation and health promotion).
FosterAdopt Connect	No request	No request	\$5,000	Family Advocacy Program: Peer-to-peer support connecting foster and adoptive families with advocates to navigate and resolve issues related to interaction with child welfare system.
Goodwill of Western Missouri and Eastern Kansas	No request	No request	\$15,696	Training and Employment Services: Partner with Cultivate, Inc. to provide skills training, certification instruction, financial education & job placement for clients in Adult Residential Center and Therapeutic Community, and adults on probation upon release from the ARC.
Growing Futures Early Education Center	\$9,265	\$9,265	\$9,000	Scholarships for child care fees for enrolled low-income families during financial hardship; allows parents to maintain full-time education/employment. Crisis assistance for enrolled families who need help with housing costs.
Harvesters	\$12,000	\$15,000	\$15,000	BackSnack and Kids Café program provides a backpack of food for low-income school children to take home over the weekend, and meals in afterschool locations and summer sites.
Health Partnership Clinic	\$42,000	\$42,000	\$45,000	Health and dental care, through a medical home model, for uninsured low-income Johnson County residents.
Hillcrest Ministries of MidAmerica	\$6,000	\$9,500	\$10,000	Transitional housing for homeless youth, single adults and families; case management, budget counseling, and supportive services.
Jo. Co. Interfaith Hospitality Network	\$9,000	\$9,000	\$9,000	Case management for single females and families with children who are homeless. Clients receive shelter, meals, and transportation.
Jewish Family Services	\$5,000	No request	No request	Food, Shelter and Employment
Kansas Children's Service League	\$19,800	\$19,800	\$20,280	Home-based education and family support for new parents whose children are at-risk for child abuse and neglect.
KidsTLC	\$17,500	\$17,500	\$18,500	Thriving Families: Crisis counseling, parent education, help for families navigating health care, housing, and community resources.
SAFEHOME	\$19,865	\$21,000	\$21,000	Economic Empowerment Program promotes economic self-reliance for victims of domestic violence who are living in shelter/
Salvation Army Family Lodge (Olathe)	\$18,000	\$18,000	\$20,000	Temporary and transitional housing for families in Johnson County who are homeless, including related services and case management.
Sunflower House	\$37,500	\$37,500	\$42,500	Personal safety and prevention programs for children and youth. Prevention and education programs for child care professionals and caregivers, including mandated reporters.
The Family Conservancy	\$10,000	No request	No request	Implementation of "Talk, Read, Play"
Total	\$335,930	\$339,801	\$371,776	The 2019 federal poverty level for a family of three is \$21,330.

2020 Human Service Fund Recommendations

**CASA of Johnson
and Wyandotte
Counties**

**\$48,000
Recommendation**

Funding is recommended for the Child Advocacy Program, a court-ordered program that serves children from birth to age 18. Most children in the program are those whom a Juvenile Court Judge has determined to be a "Child in Need of Care" due to abuse or neglect by parent or caretaker (commonly placed in foster care). Children may also be referred by a Family Court Judge when child safety and placement are of great concern in a high conflict divorce or separation. In these cases, the judge is determining if the child can reside in a safe placement without having to be placed in state custody (foster care). A trained CASA volunteer advocate regularly meets with the child and focuses on the child's situation (safety, mental health and education needs, etc.). The volunteer also gathers information from the parents, foster parents, social workers, attorneys, and teachers, then with the CASA supervisor, identifies service needs. CASA submits a report to the judge which includes information about the child's statements, behavior, and interaction with parents. Court reports support the judge's critical decisions about where the child should live and what services should be court-ordered.

2020 Results Projected: Children are safe from additional abuse or neglect. Children have a stable adult presence in their lives, and when eligible will complete high school or earn a GED. CASA anticipates serving 440 Johnson County children during 2020.

Outcomes achieved during 2018: During 2018, 384 children were served. The presence of a stable adult is a key factor in building resilience from a history of trauma. Ninety-seven percent of children served by CASA had a stable adult presence in their CASA volunteer during their court involvement. While assigned to a CASA advocate, all of the children served did not have an additional affirmed or substantiated report of abuse to Kansas Department for Children and Families (DCF). Of the CASA-served youth eligible for graduation, 87% graduated.

**Catholic
Charities of
Northeast
Kansas**

**\$70,000
Recommendation**

Funding is recommended for the Emergency Assistance and Supportive Housing program which operates within two centers in Johnson County. The program provides assistance and strengths-based case management, without regard to religious affiliation, to families living at or below 150% of federal poverty guidelines. Emergency Assistance services include those that meet residents' basic needs such as food, clothing and shelter, as well as financial assistance with prescription medication and medical supplies, utilities, child care, and transportation. The case management delivery model emphasizes practices to achieve self-sufficiency, including asset development/financial literacy, workforce development and job-seeking assistance, life skills, and referrals to other available community resources.

2020 Results Projected: During 2020, the agency anticipates serving 25,000 Johnson County residents with assistance that includes food and/or financial support to maintain housing and utilities. Every client who receives financial assistance will engage in budget coaching and a financial review with their case manager. Eighty percent of clients will attend financial literacy education classes and receive one-on-one coaching according to assessed need and capability.

Outcomes achieved during 2018: During 2018, 27,568 Johnson County residents were served and visits to Catholic Charities for food assistance totaled 46,355. This included

assistance with applications for SNAP (Supplemental Nutrition Assistance Program) and food from the agency's pantry. Direct financial assistance enabled 1,068 individuals to maintain safe housing for at least 30 days. 2,439 individuals benefited from utility service assistance which enabled them to sustain utility services for 30 days. All individuals who received direct financial assistance completed a financial assessment with their case manager. Eighty percent of individuals who received financial assistance also attended financial literacy education which included Money Smart, Your Money-Your Goals, and one-on-one budget coaching.

El Centro, Inc.
\$22,800
Recommendation

Funding is recommended for the Johnson County Family Services Center located in Olathe where a set of safety-net services are provided to low-income and/or under-/uninsured Johnson County individuals and families. Services promote self-sufficiency, well-being, and personal safety. Services include economic empowerment (emergency assistance, financial literacy classes, assistance filing taxes), access to healthcare (health navigation and promotion) and policy education.

2020 Results Projected: During 2020, El Centro expects to serve 2,500 Johnson County residents at the Olathe office. Results include meeting clients' basic needs (sustain housing and utility services, completion of financial classes), assisting clients with work and income supports (filing taxes, obtaining an Individual Tax Identification Number if needed) and clients leading healthier lives (successful access of community healthcare resources and increased knowledge of chronic disease prevention and healthy consumer behaviors).

Outcomes achieved during 2018: During 2018, 1,630 Johnson County residents were served. Clients' basic needs were met: 233 households received utility assistance and were able to maintain utilities for minimum of 30 days, and 52 households received rent assistance which enabled them to sustain housing for minimum of 30 days. Seventy people were assisted with the process that enabled them to receive an Individual Tax Identification Number and thus file income taxes. Nearly 120 individuals were assisted with applying for the Supplemental Nutrition Assistance Program (SNAP) and received benefits.

**FosterAdopt
Connect**
\$5,000
Recommendation

A new HSF applicant, funding is recommended for FosterAdopt Connect's Family Advocacy Program. Through this program peer-to-peer support connects foster and adoptive families with trained advocates (experienced foster parents) who help families navigate and resolve issues related to interaction with the child welfare system. Examples of challenges include delays in reimbursement, problems accessing school-based services, as well as mental health services. The program forms the foundation of the agency which offers multiple programs/services in the Kansas City area. Founded in 1998, the agency operates five resources centers, including one in Lenexa which recently expanded capacity.

2020 Results Projected: During 2020, the agency expects to serve 328 Johnson County residents through this program. Results anticipated include an increase in retention rate of foster and adoptive families, and kinship placements (parents develop and maintain an action plan), increase access to resources and knowledge for families (needs resolved), and a decrease in traumatic moves for children (placements are preserved).

Goodwill of Western MO and Eastern KS
 \$15,696
 Recommendation

This program will be impacted if funds noted as pending are not received in total.

A new HSF applicant, funding is recommended for Goodwill’s enhanced Training and Employment program. This program will collaborate with Cultivate, Inc. to provide skills training, certification instruction, financial education, and job placement for individuals in Johnson County Department of Corrections Adult Residential Center (ARC) and Therapeutic Community, as well as adults on probation upon release from the ARC. Founded in 2012, Cultivate, Inc. has two programs that currently work with clients from the ARC. Founded in 1894, Goodwill currently provides the following services in Johnson County: Vocational Rehabilitation, Ticket to Work, Benefits Counseling, and Digital Skills (training and certification). Through the Training and Employment program, new training and case management resources will be provided to clients (most of whom return to Johnson County upon completion of sentence/probation period).

2020 Results Projected: During 2020, Goodwill expects to serve 75 Johnson County residents through this program. Clients will increase their knowledge of essential skills in the workplace and digital skills needed in the workplace. There will be an increase in the number of persons with in-demand workforce credentials, and a reduction in recidivism.

Growing Futures Early Education Center
 \$9,000
 Recommendation

Funding is recommended for Growing Futures’ Scholarship Assistance for Full Day Program. Most of the families served by Growing Futures are living at or below federal poverty guidelines. Through the Human Service Fund grant, scholarships (child care assistance) help low-income families experiencing financial hardships who are unable to pay their share of child care fees. Families who meet Head Start income guidelines pay for seven hours of the 10.5 hour-day (7am-5:30pm) at rate of \$130/week. Scholarships allow for continuity of early childhood care and education while parents are working or attending school. Emergency assistance is provided to families in need of short-term help, particularly with housing (those in jeopardy of losing Section 8 eligibility because of inability to pay rent on time), and food.

2020 Results Projected: Children demonstrate kindergarten readiness and maintain enrollment in the program even though families face financial hardship. Families attain at least one family goal based upon family determined strengths and needs. During 2020, Growing Futures projects serving 25 Johnson County children with scholarships.

Outcomes achieved during 2018: During 2018, 15 Johnson County residents were served and six families received short term help or fee subsidies which allowed parents to remain working or in school while facing financial challenges. Most of the families received short term help. One family experienced a catastrophic health event (father was diagnosed with brain cancer and was unable to continuing working) and scholarship support enabled their three children to continue in preschool while the mother remained in college to complete her degree. During 2018, one child withdrew due to financial issues.

Harvesters
 \$15,000
 Recommendation

Funding is recommended to support Harvesters BackSnack program which is provided within Johnson County schools, and Kids Café which is provided in after-school locations and summer sites in Johnson County. Through the BackSnack program a backpack filled with food is provided to low-income children who take it home for the weekend. Harvesters’ purchases food for the backpacks and links schools to a community partner and transports the food kits to the partner. Community partners clean backpacks, place food kits in backpacks and distribute backpacks to schools every week. School staff identify

children in greatest need of food assistance. Harvesters delivers meals directly to Kids Café sites and provides meals there at no cost to children and youth. Free and reduced lunch school statistics help determine location of Kids Café sites. During the 2020 school year there will be 21 Kids Café sites in Johnson County, and Harvesters will continue to encourage families to transition to the new School Pantry program. The School Pantry program provides BackSnack families the option of receiving food from a School Pantry instead of a weekly BackSnack (in order to feed everyone in the household, not just the student).

2020 Results Projected: In 2020, through the BackSnack program, the agency anticipates serving 1,800 Johnson County children and distributing 55,100 backpacks; and, providing 21,000 meals to children through Kids Café sites. Results include positive effects on children's grades, behavior and health. (The transition of children and families to the new School Pantry program will result in fewer backpacks distributed; children cannot be served by both BackSnack and School Pantry programs. During school-year 2019, weather related school closures resulted in fewer meals being served at Kids Café sites; therefore, results projected for 2020 are more conservative.)

Outcomes achieved during 2018: Harvesters provided 64,431 backpack carriers of food and 33,884 Kids Café meals to Johnson County children. During spring of 2018, Harvesters implemented an expansion of its BackSnack program to offer a blended BackSnack and School Pantry model where food is delivered to schools for distribution to families that need help feeding everyone in their household (not just the student). During 2018, Harvesters provided the blended model at 11 Johnson County schools, and there were 20 Kids Café sites in Johnson County. Harvester's is not able to provide an unduplicated count of children served between the two programs (BackSnack and KidsCafe') but provided an unduplicated count of recipients specific to each program. Together, a minimum of 4,337 unduplicated children were served between the two programs.

**Health
Partnership
Clinic (HPC)**

\$45,000

Recommendation

Funding is recommended for primary and preventative medical care, which are provided at Health Partnership Clinic's office in Olathe, a pediatric clinic in Shawnee Mission, and a school-based clinic in Merriam. HPC's patients are primarily low income with majority being uninsured (47.4%) or publicly-insured (39.1%). Health Partnership Clinic, Johnson County's largest safety-net clinic and only Federally Qualified Health Center, utilizes a medical home model which emphasizes prevention and health maintenance while providing a broad scope of services including care for patients with chronic diseases. HPC also provides dental and behavioral health services, and works in partnership with homeless shelters, delivering onsite health care services and case management. Specialty care is provided through a network of providers.

2020 Results Projected: Anticipated program results include access to a medical and dental home for low-income and uninsured residents, patients achieve better health outcomes and are satisfied with services they receive, thereby continuing to utilize HPC as their health home. During 2020, HPC anticipates serving 12,255 Johnson County residents through 36,137 patient office visits or encounters.

Outcomes achieved during 2018: During 2018, 10,262 Johnson County residents were served through 35,275 patient office visits and/or clinical encounters. Nearly 93% of

patients surveyed indicated they were either satisfied or very satisfied with overall care they received as a patient (3.5% were neutral). Patients achieved positive health outcomes as indicated by 59% of hypertensive patients who had their blood pressure under control with readings below 140/90, and 66% of diabetic patients who achieved HgA1c (blood glucose) level of 9.0 or below during the last half of the year (compared to 59% before the clinic opened).

**Hillcrest
Ministries of
MidAmerica**

\$10,000

Recommendation

Funding is recommended for Hillcrest’s Transitional Housing – Homeless Youth and Families program. Transitional housing for homeless youth (up to age 24), families (children and adults), and single adults will be provided in seven apartments located in Overland Park. Four apartments are for youth, and three are for families, singles and couples. Hillcrest uses either the HUD or McKinney-Vento education definition of homeless. The majority of clients are at or below federal poverty guidelines. The youth program provides up to 24 months of housing and services, including individual case management and budget counseling, and connection to community services to address immediate and ongoing needs as applicable, such as medical, dental, vision, mental health, substance abuse treatment, employment training, tutoring, and mentoring. Adults and families receive similar services, however, for a shorter period of time (three months).

2020 Results projected: Thirty homeless children/youth and adults will be provided transitional housing and achieve at least one goal from their assessment plan. Homeless youth will work toward achieving an education goal; homeless adults will maintain or improve their employment.

Outcomes achieved during 2018: During 2018, 35 Johnson County residents were served. One-hundred percent of youth and families received an individual assessment of needs including health, employment, education and housing. Four homeless youth worked toward achieving education goals (their work toward those goals continues), and 10 adults improved and maintained employment.

**Johnson County
Interfaith
Hospitality
Network
(JoCoIHN)**

\$9,000

Recommendation

JoCoIHN provides shelter, meals, transportation and case management for homeless families and single unaccompanied females. Area congregations provide shelter and meals on a rotating schedule while JoCoIHN staff helps families regain self-sufficiency and independence. Human Service Funds are used to provide strengths-based case management which includes assistance with transportation, referrals to other community resources, assistance with budgeting, money management, and job and housing searches. Services are provided by 3,500 volunteers through partnerships with 40 faith congregations.

2020 Results Projected: During 2020, the agency expects to serve 40 Johnson County residents with 2,500 days of shelter and case management. Clients completing the program will increase their economic resources, and approximately 50 percent will move into homes of their own within four months of entering the network. Volunteers will increase their awareness of human service needs in Johnson County.

Outcomes achieved during 2018: During 2018, 60 Johnson County residents were served. Of those completing the program, 70% reported increasing their income by 25% or more while in the program, and 38% moved into homes of their own within three months of entering the network. Residents received 3,264 cumulative days of shelter and strength-based case management.

Kansas Children's Service League (KCSL)
\$20,280
Recommendation

Funding is recommended for Healthy Families Johnson County, a child abuse prevention program which provides intensive home-based education and family support services to parents who are experiencing extreme stress and are "at-risk" for abuse and neglect. Eligibility is based upon risk factors, not income, however, most of the families are low-income. Participants receive routine at-home visits, case management, referrals to community resources and services, child development and parent education, and linkage to health care services. Parent engagement includes Parent Cafés, parent support groups, and a parent advisory group. Funding is also recommended for the \$480 annual cost of webhosting the Johnson County Early Learning Collaborative, a collaborative of organizations (including KCSL) which serve young children. The website is used to connect caregivers and providers with programs that serve children, and as link to My Resource Connection when other services are needed.

2020 Results Projected: During 2020, 250 Johnson County individuals are expected to be served. Anticipated results are that families do not have any substantiated child abuse and neglect; and, children have health insurance and are current on immunizations, and have a developmental screen in the last six months (or are already receiving services for developmental delays).

Outcomes achieved during 2018: During 2018, 164 Johnson County residents were served. All of the families served remained free from substantiated abuse and neglect while in the program. By the end of the year, 87% of children in the program had health insurance and 97% had a developmental screening.

KidsTLC
\$18,500
Recommendation

Funding is recommended for KidsTLC Thriving Families program which offers resource referral, parent support groups, and health care navigation to families who struggle with behavioral and mental health issues with their children. The program serves families in the community and families who have children in one of KidsTLC's programs. Eligibility is not based upon income, however, most of the families are low-income (58% of KidsTLC's clients are living below 200% of the Federal Poverty Level). The program serves as the navigation arm for the agency, helping families find mental health/health care, housing and community resources/support. It also provides education and support to Spanish-speaking families. The program is a health navigation resource for schools and participates in Olathe and Shawnee Mission School Districts' IMPACT Olathe and Project Home programs which serve youth and families who are at-risk for homelessness. The goal of Thriving Families is to educate families about health issues, trauma, and raising healthy children; and, to provide health navigation resources so parents can raise healthy children.

2020 Results Projected: During 2020, the organization estimates serving 300 Johnson County residents through this program. Program results include that people's life sustaining basic needs are met, clients experience increased access to services, barriers to services are reduced, and clients express increased awareness of resources.

Outcomes achieved during 2018: Through crisis intervention, housing support, and health navigation, the Thriving Families program served 206 individuals, including 12 unaccompanied youth and 53 families. KidsTLC helped permanently house 10 youth and 30 families which included providing rent/utility assistance, as well as referral to shelter and transitional living. KidsTLC referred 53 clients to rental/utility assistance, shelter, food/clothing, postnatal, legal services, employment services, and mental health

services. In addition, at least 15 adults were referred to KidsTLC's mental health programming to receive services for their child. Program staff made 63 face-to-face contacts and handled 140 crisis intervention services/crisis calls.

Safehome

\$21,000
Recommendation

Safehome provides shelter and other assistance to survivors of domestic violence. Funding is recommended to support Safehome's Economic Empowerment Program. Through education, support, and referrals, this program helps clients become employed and self-sufficient. All shelter clients take an assessment and are recommended to one of three tracks: budget, job seeker or job training. Basic and advanced financial literacy classes are offered in English and Spanish. Specialized workshops are tailored to clients' needs. Funds are provided for clients to attend GED and ESL classes off-site.

2020 Results Projected: Program participants complete a budget and career assessment inventory, enroll in job training or education programs, and/or have job interviews and secure employment. The agency projects this program will serve 150 Johnson County residents during 2020. (Fewer residents are projected to be served in 2020 than in 2018 because Safehome has prioritized serving solely clients who live in their shelter, whereas in 2018 clients living in the community were also served by this program.)

Outcomes achieved during 2018: During 2018, 190 Johnson County residents were served. After five weeks of participation in the Job Search track, all participants completed a career assessment inventory, and after 10 weeks, 86% had a least two job interviews, and 100% secured a new or better job. After five weeks in the Budgeting track, all participants set budgeting goals, and 15% made plans to address credit problems; after 10 weeks, 80% of participants set up a realistic household budget.

**Salvation Army
Olathe**

\$20,000
Recommendation

Funding is recommended to assist low and very-low income homeless families in Johnson County with food and shelter at the Johnson County Family Lodge in Olathe. In most cases, the Lodge provides up to 90 days of shelter (temporary housing – maximum stay of 180 days). Residents meet weekly with a case manager who utilizes the strengths-based case management model. Classes and/or skill building opportunities include parenting, financial literacy, maintaining employment, housing searches, daily living/life skills, developing a support system, and navigating mainstream resources.

2020 Results Projected: In addition to providing safe shelter, results include families increasing their skills or income, applying for mainstream services (SNAP, TANF, Medicaid, etc.) and moving into transitional or permanent housing. Another result is children begin or continue to receive daycare services. The Family Lodge anticipates serving 150 Johnson County residents during 2020.

Outcomes achieved during 2018: The Family Lodge provided 32,926 units of service which it defines as "one bed night and/or one meal provided" to 135 Johnson County residents. Ninety-three percent of families who moved out of the lodge moved into transitional or permanent housing. All eligible families applied for mainstream services (medical assistance and SNAP) or completed renewal applications. Ninety-seven percent of participants who successfully completed the program increased their skills or income (37 of 38). Of those, 23 families increased parenting skills, 37 families developed a working

budget, four families began secondary educational programming and one parent completed her LPN (Licensed Practical Nurse) training.

Sunflower House Funding is recommended to support the Personal Safety Education Program, a child abuse prevention education program. The program includes: 1) *Happy Bear*, an interactive drama in Spanish and English for children ages four to seven enrolled in public and private early childhood centers and elementary schools; 2) *Think First and Stay Safe*, a curriculum for grades PreK-5 that reinforces personal and digital boundaries and emphasizes that bullying and sexual abuse are against the law; 3) *E-Safety*, provides middle school students with information about how to protect themselves from online predators, and includes safety topics such as sexting, bullying, child exploitation, and social networking; 4) *Keeping Kids Safe Online*, a workshop for parents and caregivers provided in partnership with the FBI Cyber Crimes Unit; 5) *Stewards of Children*, a child sexual abuse prevention and education training for adults; 6) *Mandated Reporter Training* which teaches attendees to recognize signs of sexual abuse, correct procedures/laws for reporting, and how to handle a child's disclosure; and, 7) *Child Protection Project*, a presentation designed to raise the awareness of child sexual abuse among parents and caregivers, and give them tools needed to be proactive in protecting children.

\$42,500
Recommendation

2020 Results Projected: Age-appropriate person safety/abuse education will be provided to children; adults will be educated on child abuse indicators and reporting abuse; youth and adults will increase their knowledge of online crimes against children, including online safety steps and proper reporting. The agency anticipates reaching 19,000 Johnson County residents during 2020.

Outcomes achieved during 2018: During 2018, 17,470 Johnson County residents were served. In post-program surveys, 97% of children indicated they would report unwanted contact, including physical touches and electronic communications. All adults, including those within the special needs community, who were educated on child abuse indicators and reporting abuse, indicated they gained new information.

Not Recommended for Funding

Cultivate Kansas City – Nutrition Incentives Program

Cultivate Kansas City, a new HSF applicant, requested \$10,000 for its Nutrition Incentives Program which helps low-income households access healthy fruits and vegetables. The program provides dollar-for-dollar match to Supplemental Nutrition Assistance Program (SNAP) participants and a \$30 match to low-income seniors receiving the Kansas Senior Farmers Market Nutrition Program. The program helps participants save money and eat healthier while supporting farmers and farmers markets.

United Community Services Human Service Fund Grant Review Committee did not recommend funding from the 2020 HSF for Cultivate Kansas City. UCS acknowledges the value of this program to residents and farmers. However, with limited funding, the grant review committee focused on recommending allocations for programs that are more actively engaged in residents' lives and have stronger alignment with funding priorities.

APPENDIX A

2020 HUMAN SERVICE FUND PARTICIPATING JURISDICTIONS

JURISDICTION	CONTRIBUTION
Johnson County	\$141,775
De Soto	\$2,380*
Edgerton	\$2,000
Gardner	\$6,000
Leawood	\$16,500
Lenexa	\$20,350
Merriam	\$8,300
Mission	\$8,300
Olathe	\$60,000
Overland Park	\$86,200
Prairie Village	\$8,300
Roeland Park	\$4,771
Shawnee	\$26,200
Spring Hill	\$2,000
Westwood	\$1,500
Westwood Hills	\$200
Total from County Government & Cities	\$394,776
Interest	\$3,000
Subtotal	\$397,776
UCS Administration	\$26,000
Total Available to Allocate	\$371,776

**pending*

2020 HUMAN SERVICE FUND GRANT REVIEW COMMITTEE

UCS Board Members

- Tara S. Eberline *Committee Chair*, Foulston Siefkin, LLP
- Robin Harrold, AdventHealth
- Kevin Tubbesing, The Land Source

UCS Council of Advisors

- Hon. Stephen Tatum, 10th Judicial District Court

Community Members

- Janet Barrow, WaterOne
- Nicolette Loutsch, Kiewit Engineering, Inc.

Staff support: Marya Schott, UCS Director of Resource Allocation

APPENDIX B

2020 HUMAN SERVICE FUND GUIDELINES

The Human Service Fund is a competitive process that awards grants to nonprofit organizations for operating health and human service programs that promote self-sufficiency, well-being and/or personal safety of Johnson County residents who live with income at or near the federal poverty level. Funded programs provide pathways and opportunities for building a healthy community where every resident is empowered to reach their full potential. Components of the safety net investment that are supported by the HSF are: 1) basic needs, 2) work and income supports, and 3) health, wellness and personal safety.

FUNDING PRIORITIES 2020

Health and human service programs funded by the HSF must promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health, wellness and personal safety. Funded programs must offer county-wide services or fill a gap which results in county-wide benefit and offer equal access to all clients and prospective clients who could benefit from the program.

Programs funded by the HSF must deliver measurable outcomes which benefit county residents, and in the long-term, benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.

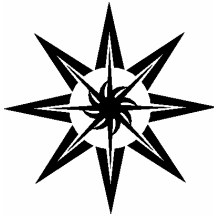
Priority is given to programs that:

- address child care and early childhood development, job training, emergency aid and shelter, child/adult abuse, child welfare, and health care.
- serve individuals and/or families with income below or near the federal poverty level.
- demonstrate innovation and/or collaboration in program delivery.
- are consistent with an evidence-based program, best practices or promising practices, or replicate a successful model.

ELIGIBILITY

- Applicants must deliver direct services to Johnson County residents, be recognized by the IRS under section 501(c)(3), provide health and human services programming as their primary mission, and be in good standing in Kansas or Missouri as a nonprofit corporation, i.e. may not be an entity of city or county government.
- Agency must provide most recent IRS form 990 and an independent certified audit of the previous year's financial records; or, if total agency revenues were less than \$250,000, an independent review of financial statements prepared by a Certified Public Accountant. The audit or review must have been completed within nine (9) months of the close of the fiscal year. Upon request, the agency may need to provide additional financial information.
- The applicant complies with Agency Standards.
- Applicant affirms compliance with any applicable nondiscrimination ordinances and/or policies of the municipalities that provide resources to the Human Service Fund.
- Funded program must:
 - promote self-sufficiency, well-being and/or personal safety of Johnson County residents and fit within safety net investment components of basic needs, work and income supports, or health.

- primarily serve Johnson County, Kansas residents who live with income at or near federal poverty level. However, programs that do not meet this criterion may still be eligible if the program addresses child/adult abuse, and/or leads to the prevention of poverty, and primarily serves Johnson County residents.
 - clearly define and measure outcomes for participants.
 - benefit local governments by avoiding, deferring, or preventing costs that otherwise might be incurred by local government.
 - offer county-wide services or fill a gap which results in county-wide benefit.
 - offer equal access to all clients and prospective clients who could benefit from the program.
- Only one HSF application may be submitted by an agency. Applications will not be accepted for both the HSF and Alcohol Tax Fund (ATF, managed by Drug and Alcoholism Council, a program of UCS) for the same program during the same funding cycle. However, applications may be submitted for both funds by the same agency or department for discrete programs during the same funding cycle. Criteria of discrete programs include, but are not limited to, programs for which expenses are recorded separately for purposes of functional accounting, programs that, if serving a population targeted by another program, serve a distinct need of that population, and/or employ distinct strategies and projected outcomes.
 - Applications for substance abuse programs are not accepted and should be directed to the ATF.



ADMINISTRATION DEPARTMENT

Council Meeting Date: December 2, 2019
Consent Agenda

COU2019-54: Consider 2020 contribution allocation recommended by the Drug and Alcoholism Council of Johnson County for the 2020 Alcohol Tax Funds

RECOMMENDATION

Staff recommends the City Council approve the recommendations of the Drug and Alcoholism Council of Johnson County contained in the United Community Services Fund Recommendations Report and approve a contribution to UCS of \$40,000 from the 2020 Parks & Community Programs Budget.

BACKGROUND

State Statutes require that one-third of the revenue derived from a state excise tax on liquor sold by the drink be used for alcohol or drug prevention or rehabilitation programs. The Drug and Alcoholism Council of Johnson County formed a grant review process that provides a structured and accountable system that allows organizations, through one application, access to funds from multiple jurisdictions.

The Council makes recommendations to cities for the expenditure of their funds. The City has ultimate authority and responsibility for determining the allocation of the City's portion of the Alcohol Tax Fund. Information about the agencies requesting funds and the funding recommendation for the City of Prairie Village is attached

FUNDING SOURCE

Funding is included in the 2020 budget for the Parks and Community Programs.

ATTACHMENTS:

- 2020 Alcohol Tax Fund Recommendations Report
 - 2020 Alcohol Tax Fund Distribution Chart
 - 2020 Alcohol Tax Fund Recommendations Verification
 - 2020 Grantee List
-

Prepared By: Lisa Santa Maria, Finance Director
Date: November 18, 2019



United Community Services of Johnson County


Board Members

Kate Allen, President
 Patricia A. All, EdD
 Brian S. Brown
 Jennifer Bruning
 Tara S. Eberline
 Robin Harrold
 Thomas Herzog
 Rev. Lee Jost
 Roxann Kerr Lindsey
 Donna Lauffer
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 Hon. Donald Roberts
 Sandra Sanchez
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 Jill Quigley
 Tom Robinett
 Clint Robinson
 Carol Sader
 Joseph Sopcich, PhD
 Brad Stratton
 Charlie Sunderland
 Elaine Tatham, PhD
 Stephen Tatum
 David Warm

Executive Director
 Julie K. Brewer

Date: November 5, 2019
 To: Wes Jordan, City Administrator, Prairie Village
 From: Julie K. Brewer, Executive Director 
 Re: Allocation of 2020 Alcohol Tax Fund

2020 Recommendation Report

The Drug & Alcoholism Council of Johnson County (DAC), a project of United Community Services, has prepared and approved the recommendations for allocation of 2020 Alcohol Tax Funds (ATF). The recommendations are in line with expectations under KSA 79-41a04. The enclosed report is submitted for the City of Prairie Village's consideration. The DAC is an advisor to the City of Prairie Village on the expenditure of these funds. An electronic version of the report will be emailed to you.

The city has the ultimate authority and responsibility for determining the allocation of its portion of the Alcohol Tax Fund. Therefore, the DAC requests the city confirm its acceptance of these recommendations and the city's funding distributions as stated on the distribution chart. UCS, the DAC and ATF grant recipients understand that distribution of city funds may be altered should Kansas tax policy change, or revenues are not received by the City as expected. Enclosed is a verification statement which we request be signed and returned to UCS by December 20, 2019. Marya Schott, UCS Director of Resource Allocation, will be present at the December 2nd city council meeting when the ATF Recommendations Report and the Human Service Fund Recommendations Report are considered. Emily Meissen-Sebelius, Prairie Village's representative to the DAC, will also attend if she is available.

Distribution of Funds

For the purposes of making the recommendations, the DAC pools alcohol tax funds from all participating jurisdictions (Johnson County Government, Gardner, Leawood, Lenexa, Merriam, Mission, Olathe, Overland Park, Prairie Village, and Shawnee). Each jurisdiction, however, is responsible for distributing its own funds. A distribution chart for your jurisdiction is enclosed. The UCS/DAC administrative cost of approximately 5% is prorated among all jurisdictions.

Thank you for your continued support of this allocation process which matches public resources to services that address substance abuse education, prevention, intervention, detoxification, and treatment needs for Johnson County residents. In 2018, 57,680 residents benefited from ATF supported programs. Please contact me or Marya Schott if you have additional questions (913-438-4764, maryas@ucsjoco.org, julieb@ucsjoco.org).

Enclosures: 2020 Alcohol Tax Fund Recommendations Report
 2020 Alcohol Tax Fund Distribution Chart – cc: Adam Geffert
 2020 Alcohol Tax Fund Recommendations Verification- cc: Adam Geffert
 2020 Grantee List – cc: Adam Geffert

2020 ATF Distribution**PRAIRIE VILLAGE: \$40,000**

UCS administration	\$1,911
Prefered Family Healthcare	\$2,232
Friends of Recovery	\$1,171
The Family Conservancy	\$780
Heartland Regional Alcohol & Drug Assessment Center	\$3,117
Cornerstones of Care	\$1,463
Jo. Co. Mental Health Center Adolescent Center for Treatment	\$6,271
Johnson County Mental Health Center Adult Detoxification Unit	\$5,657
Johnson County Mental Health Center Adult Dual Diagnosis	\$3,244
Johnson County Mental Health Center Prevention Services	\$3,208
Johnson County Court Services	\$3,013
First Call	\$1,327
SAFEHOME	\$477
Johnson County Dept. of Corrections - Voucher Assistance	\$278
Johnson County Dept. of Corrections - Changing Lives	\$142
KidsTLC	\$909
KVC	\$683
Mirror, Inc.	\$3,434
Artists Helping the Homeless	\$683
Total	\$40,000

Source: United Community Services of Johnson County 913-438-4764



**United Community Services
of Johnson County**

DATE: November 5, 2019
TO: Wes Jordan, City Administrator, City of Prairie Village
CC: Lisa Santa Maria
FROM: Julie K. Brewer, Executive Director *JKB*
RE: 2020 Alcohol Tax Fund Recommendations and Distributions

The Drug and Alcoholism Council (DAC), a program of United Community Services (UCS), and the UCS Board of Directors have approved recommendations for allocation of 2020 Alcohol Tax Funds (ATF). With the understanding that distribution of ATF dollars may be altered should state tax policy change or revenues are not received by the City as expected, we ask an authorized representative of the City to sign below to indicate the City's acceptance of the 2020 ATF Recommendations Report, and agreement to distribute 2020 ATF dollars as stated on the Alcohol Tax Fund Distribution chart included with this memo.

Please sign this memo and return it by fax, postal mail or email to UCS by **December 20, 2019**.

Please contact Marya Schott if you have any questions (maryas@ucsjoco.org).

Thank you.

2020 Alcohol Tax Fund Recommendations Verification

The City of Prairie Village accepts the 2020 ATF Recommendations Report as approved by the DAC and UCS. With the understanding that distribution of ATF dollars may be altered should Kansas tax policy change or revenues are not received by the City as expected, the City agrees to distribute funds as stated on the 2020 ATF distribution chart provided by UCS.

Name: _____

Signature: _____

Title: _____ Date: _____

Fax: 913-492-0197

12351 W. 96th Terrace, Suite 200

Lenexa, KS 66215

maryas@ucsjoco.org



School Districts and UCS

Blue Valley School District
 Superintendent: Dr. Todd White
 Contact: Tara Walrod
 15020 Metcalf
 Overland Park, KS 66223
 (913) 239-4006
 (913) 239-4153 (fax)
twalrod@bluevalleyk12.org

Olathe Public Schools
 Superintendent: John Allison
 Contact: Tim Brady
 14160 S. Black Bob Rd.
 Olathe, KS 66062
 (913) 780-7989
 (913) 780-8006 (fax)
tbradyec@olatheschools.org

Spring Hill School District
 Superintendent: Dr. Wayne Burke
 Contact: Clay Frigon
 101 East South Street
 Spring Hill, KS 66083
 (913) 592-7355
 (913) 592-2847 (fax)
frigonc@usd230.org

USD 232 De Soto Public Schools
 Superintendent: Frank Harwood
 Contact: Dr. Joseph Kelly
 35200 W. 91st Street
 De Soto, KS 66018
 (913) 667-6200
 (913) 667-6201 (fax)
jkelly@USD232.org

**Drug and Alcoholism Council of Johnson County
 United Community Services of Johnson County**
 Exec Director: Julie Brewer
 Contact: Marya Schott
 12351 W. 96th Terrace, Suite 200
 Lenexa, KS 66215
 (913) 438-4764
 (913) 492-0197 (fax)
maryas@ucsjoco.org

Community-Based Agencies and Departments of County Government

Artists Helping the Homeless, Inc.
 Exec Director/Contact: Kar Woo
 11412 Knox
 Overland Park, KS 66210
 (913) 526-1826
 (913) 345-2090 (fax)
kato@ahh.org

First Call Alcohol/Drug Prevention & Recovery
 Exec Director: Susan Whitmore
 Contact: Emily Hage
 9091 State Line Rd.
 Kansas City, MO 64114
 (816) 800-8052
 (816) 361-7290 (fax)
emilyh@firstcallkc.org

Cornerstones of Care
 Exec Director: Denise Cross
 Program Contact: David Irwin
 6420 W. 95 St.
 Overland Park KS 66212
 816-853-2968
 (816) 508-3535 (fax)
david.irwin@cornerstonesofcare.org

Finance: Cary Bruce
Cornerstones of Care
 300 E. 36th Street
 Kansas City, MO 64111
Cary.Bruce@cornerstonesofcare.org
 (816) 508-1719

Boys & Girls Club of Greater Kansas City
 Exec Director: Dred Scott
 Program Contact: Jason Roth
 4001 Blue Parkway, Ste. 102
 Kansas City, MO 64130
 (816) 462-0132
 (816) 361-3675 (fax)
jroth@helpkckids.org
 Finance Contact: Victoria Bynum
 816-462-0141; vbynum@helpkckids.org

Friends of Recovery Association
 Exec Director/Contact: Kathleen Wright
 6422 Santa Fe Drive, Rm. 105
 Overland Park, KS 66202
 (913) 722-0367
 (913) 722-6325 (fax)
kittythomas04@hotmail.com

**Heartland Regional Alcohol & Drug
 Assessment Center (RADAC)**
 Exec. Director: Jason Hess
 Contact: Sara Jackson
 P.O. Box 1063
 Mission, KS 66222
 (913) 789-7152
 (913) 789-0954 (fax)
sara@hradac.com

Johnson County Court Services

Administrative Officer: Laura Brewer
Contact: Hillerie Hedberg
588 E. Santa Fe, Ste. 4000
Olathe, KS 66061
(913) 715-7467
(913) 715-7420 (fax)
hillerie.hedberg@jocogov.org

KidsTLC

CEO: Dr. Erin Dugan
Contact: Shannon Wickliffe
480 S. Rogers Rd.
Olathe, KS 66062
(913) 324-3630
(913) 780-3387 (fax)
swickliffe@kidstlc.org

Lorraine's House, Inc.

Contact: Lucy Brown
115 North Cooper St.
Olathe, KS 66061
(913) 780-9600
(913) 273-0720 (fax)
lucyb@avenuestorecovery.net

Mirror, Inc.

President/CEO/Program Contact: Barth Hague
Finance Contact: Carlos Wriedt
130 E. 5th St.
Newton, KS 67114
(316) 283-6743
(316) 283-6830 (fax)
bhague@mirrorinc.org
cwriedt@mirrorinc.org

SAFEHOME, Inc.

Exec Director/Contact: Heidi Wooten
P.O. Box 4563
Overland Park, KS 66204
(913) 375-1515
(913) 432-9302 (fax)
heidi.wooten@safehome-ks.org

The Family Conservancy

Exec Director: Paula Neth (as of 01/01/2020)
Contact: Casey Thomas
444 Minnesota Ave., Ste. 200
Kansas City, KS 66101
(913) 742-4137
(913) 742-4337 (fax)
cthomas@tfckc.org

Johnson County Dept. of Corrections

Director: Robert Sullivan
Voucher Assistance Contact: Brian Seidler
Changing Lives Contact: Karie Mayo
588 E. Santa Fe, Ste. 3000
Olathe, KS 66061
Brian: (913) 715-4503; Karie: 715-4502
(913) 715-4557 (fax)
brian.seidler@jocogov.org
karie.mayo@jocogov.org

Johnson County Mental Health Center

Exec Director: Tim DeWeese
Finance Contact: Beth Barbour
6000 Lamar, Ste. 130
Mission, KS 66202
beth.barbour@jocogov.org
(913) 826-1582

Adolescent Center for Treatment

Adult Detoxification Unit
Adult Dual Diagnosis
Contact: Deborah Stidham
(913) 715-7638
(913) 826-1594 (fax)
deb.stidham@jocogov.org

Prevention Services

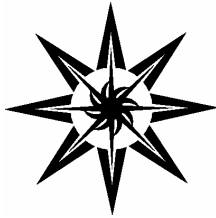
Contact: Josh Reese
(913) 715-7880
(913) 715-7881 (fax)
josh.reese@jocogov.org

KVC Behavioral HealthCare, Inc.

Exec Director: Dr. Linda Bass, President
Program Contact: Matt Arnet and Farrell Rouse
21344 West 153rd Street
Olathe, KS 66061
Matt: (913) 956-5212; Farrell 322-4943
(913) 621-0052 (fax)
marnet@kvc.org; frouse@kvc.org

Preferred Family Healthcare

Exec Director: Michael Schwend
Program Contact: Nancy Atwater
1009 E. Old Hwy 56
Olathe, KS 66061
(816) 474-7677
(816) 474-7671 (fax)
natwater@pfh.org
Finance Contact: Cynthia Hannah
900 E. LaHarpe
Kirksville, MO 63501
channah@pfh.org



PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 2, 2019

COU2019 - 55

CONSIDER DESIGN AGREEMENT WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2019 RESIDENTIAL STREET PROGRAM

RECOMMENDATION

Move to approve the design agreement with Affinis Corporation for the design of the 2019 Paving Program in the amount of \$149,380.

BACKGROUND

Public Works requested proposals from firms to provide engineering services for Prairie Village for 2018, 2019, and 2020 in August 2017. Affinis Corp was selected as the City's design consultant from the 4 firms interviewed. Affinis Corporation has been working for the City for the past several years and has performed very well.

This agreement is for the design of the 2020 Residential Street Program. Construction is anticipated to begin in the spring of 2020.

Staff is allocating design dollars this cycle for State Line Road, North City Limits to 75th Street to be included in this project. Staff anticipates construction of this project in 2021 as coordination with Kansas City, Missouri requires more time than reconstructing roadways that are within our city limits.

FUNDING SOURCE

Partial funding is available in the 2019 Residential Street Program to start survey and design this fall with the remaining funds available in the 2020 Residential Street Program.

PAVP2019:	\$50,000
PAVP2020:	<u>\$99,380</u>
TOTAL:	\$149,380

ATTACHMENTS

1. Agreement with Affinis Corp

PREPARED BY

Melissa Prenger, Senior Project Manager

November 25, 2019

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECTS:

PAVP2020- 2020 PAVING PROGRAM

THIS AGREEMENT, made at the Prairie Village, Kansas, this _____ day of _____, by and between the City of Prairie Village, Kansas, a municipal corporation with offices at 7700 Mission Road, Prairie Village, Kansas, 66208, hereinafter called the “**City**”, and Affinis Corp, a corporation with offices at 8900 Indian Creek Parkway, Suite 450, Overland Park, KS, 66210 hereinafter called the “**Consultant**”.

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2020 Paving Program, hereinafter called the “**Project**”,

AND WHEREAS, the City is authorized and empowered to contract with the Consultant for the necessary consulting services for the Project,

AND WHEREAS, the City has the necessary funds for payment of such services,

NOW THEREFORE, the City hereby hires and employs the Consultant as set forth in this Agreement effective the date first written above.

Article I City Responsibilities

- A. **Project Definition** The City is preparing to design and construct roadway and stormwater improvements throughout the city as part of Paving Program.
- B. **City Representative** The City has designated, Melissa Prenger, Public Works Senior Project Manager, to act as the City’s representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, interpret and define the City’s policies and decisions with respect to the Consultant’s services for the Project.
- C. **Existing Data and Records** The City shall make available to the Consultant all existing data and records relevant to the Project such as, maps, plans, correspondence files and other information possessed by the City that is relevant to the Project. Consultant shall not be responsible for verifying or ensuring the accuracy of any information or content supplied by City or any other Project participant unless specifically defined by the scope of work, nor ensuring that such information or content does not violate or infringe any law or other third party rights. However, Consultant shall promptly advise the City, in writing, of any inaccuracies in the information provided or any other violation or infringement of any law or third party rights that Consultant observes. City shall

indemnify Consultant for any infringement claims resulting from Consultant's use of such content, materials or documents.

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the following:

2020 Paving Program which may include the following streets:

1. 71st Street, Belinder to State Line Road
2. 71st Street, Mission Road to Cherokee Drive
3. Booth Street, 73rd Street to 74th Terrace
4. 74th Terrace, Booth Street to High Drive
5. Village, 71st Street to 75th Street
6. Fontana, 67th to 69th (mill only)
7. 74th Terrace, Mission to Village (mill only)
8. Eaton Street, 75th Street to 76th Street
9. El Monte Circle, south of 75th Street
10. 82nd Street, Roe Avenue to Somerset Drive
11. 83rd Terrace, Briar Street to Roe Avenue
12. 85th Street, Briar Street to Roe Avenue - sidewalk memo only
13. 74th Place, Fontana to Village
14. Aberdeen, 75th Street to 77th Street
15. Belinder Avenue, 73rd Street to 75th Street (sidewalk design on the east side)
16. State Line Road, North City Limits to 75th Street (design only)

Note: Previously designed streets may be carried over from the 2019 Paving Program and included in the 2020 Paving Program.

Article II Consultant Responsibilities

- A. **Professional Engineering Services** The Consultant shall either perform for or furnish to the City professional engineering services and related services in all phases of the Project to which this Agreement applies as hereinafter provided.
- B. **Prime Consultant** The Consultant shall serve as the prime professional Consultant for the City on this Project.
- C. **Standard Care** The standard of care for all professional consulting services and related services either performed for or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession, practicing under similar conditions at the same time and in the same locality.
- D. **Consultant Representative** Designate a person to act as the Consultant's representative with respect to the services to be performed or furnished by the Consultant under this Agreement. Such person shall have authority to transmit instructions, receive information, and make decisions with respect to the Consultant's services for the Project.

Article III Scope of Services

- A. Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below.
1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
 2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
 3. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
 4. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Need for drainage improvements.
 - c. Need for full depth pavement repairs.
 - d. Need for sidewalk replacement.
 - e. Location for new sidewalk.
 - f. Need for curb and gutter replacement.
 - g. Need for and limits of driveway replacement.
 - h. Need for which type of ADA ramps.
 - i. Utility locations and conflicts.
 - j. Tree conflicts.
 5. Perform topographic and field survey of identified project locations.
 - a. 2020 Paving Program:
 - (1) 83rd Terrace, Roe Avenue to Briar Street - complete street reconstruction and possible addition of sidewalk.
 - (2) 76th Street, Mission Road to Mohawk Drive - possible addition of sidewalk.
 - (3) 76th Street, Mohawk Drive to Pawnee Drive - possible addition of sidewalk.
 - (4) Eaton Street, 75th Street to 76th Street - possible addition of sidewalk.
 6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
 7. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
 8. Prepare preliminary construction plans (60%).
 - a. Project title sheet.
 - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.
 - c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
 - d. Typical sections.
 - e. Cross sections for streets with a detailed topographic survey.
 - f. City details drawings and other special details pertinent to the project.
 - g. Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.

9. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
10. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
11. Perform field check with City.
12. Schedule, prepare for and attend one (1) public meetings for the 2020 Paving Program. The City will be responsible for sending notifications to the residents and property owners.
13. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
14. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
15. Prepare final documents base of review and comments from City and other review agencies of the preliminary plans.
16. Prepare project manual:
 - a. For the 2020 Paving Program, prepare specifications and special provisions to supplement the 2019 Paving Program project manual for City review.
17. Submit one half size set of final (95%) plans and specifications for City review.
18. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
19. Prepare a final opinion of probable construction cost based on 2019 Paving Program unit prices.
20. Prepare construction documents for the 2020 Paving Program:
 - a. Prepare construction plans using the City's standard documents.
 - b. Provide to the City a spreadsheet of the construction quantities for each street and a total for the program.
 - c. Prepare five half-size sets and a PDF of the construction plans for the contractor and the City.
 - d. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

B. Construction Services Phase

Construction services will be provided for the Paving Program and includes the following:

1. Provide all utilities with construction set of plans and request attendance at preconstruction meeting.
2. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
3. Provide periodic consultation by telephone or email to assist with construction issues.
 - a. Consultation will be initiated by Client and/or Construction Representative.
 - b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.

- c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
- 4. Review shop drawings and submittals.
- 5. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
- 6. Prepare final record drawings which reflect:
 - a. Minor design changes.
 - b. Changes made in the field by City representatives and are marked on the construction plan set.
- 7. Submit to the City electronic CAD files and TIFF images of the revised sheets.
- 8. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

Article IV Time Schedule

- A. **Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. **Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.
- C. **Default Neither** City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- D. **Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Design Phase	Due by January 28, 2020
2020 Paving Program Issued to Contractor	February 28, 2020

Article V Compensation

- A. **Maximum Compensation** The City agrees to pay the Consultant as maximum compensation as defined in Exhibit B for the scope of services the following fees:

Design Phase	\$ <u>149,380.00</u>
Total Fee for Paving Project	\$ <u>149,380.00</u>

- B. **Invoices** The compensation will be invoiced by phase, detailing the position, hours and appropriate hourly rates (which include overhead and profit) for Consultant's personnel classifications and the Direct Non-Salary Costs.
- C. **Direct Non-Salary Costs** The term "Direct Non-Salary Costs" shall include the Consultant payments in connection with the Project to other consultants, transportation, and reproduction costs. Payments will be billed to the City at actual cost. Transportation, including use of survey vehicle or automobile will be charged at the IRS rate in effect during the billing period. Reproduction work and materials will be charged at actual cost for copies submitted to the City.
- D. **Monthly Invoices** All invoices must be submitted monthly for all services rendered in the previous month. The Consultant will invoice the City on forms approved by the City. All properly prepared invoices shall be accompanied by a documented breakdown of expenses incurred and description of work accomplished.
- E. **Fee Change** The maximum fee shall not be changed unless adjusted by Change Order mutually agreed upon by the City and the Consultant prior to incurrence of any expense. The Change Order will be for major changes in scope, time or complexity of Project.

Article VI General Provisions

- A. **Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. **Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. **Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. **Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. **Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
 1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;

2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.
- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).

- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.
- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

IN WITNESS WHEREOF: the parties hereto have executed this Agreement to be effective as of the date first above written.

City:

City of Prairie Village, Kansas

By:

Eric Mikkelson, Mayor

Address for giving notices:

City of Prairie Village
Department of Public Works
3535 Somerset Drive
Prairie Village, Kansas 66208

Telephone: 913-385-4640
Email: publicworks@pvkansas.com

ATTEST:

Adam Geffert, City Clerk

Consultant:

Affinis Corp

By

Kristen E. Leathers-Gratton, PE

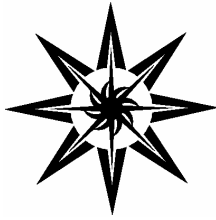
Address for giving notices:

Affinis Corp
8900 Indian Creek Parkway, Suite 450
Overland Park, KS 66210

Telephone: 913-239-1122
Email: kleathers@affinis.us

APPROVED AS TO FORM BY:

David Waters, City Attorney



PUBLIC WORKS DEPARTMENT

Council Meeting Date: December 2, 2019

COU2019 - 56

CONSIDER FINAL PROJECT COSTS FOR WASSMER PARK AND PORTER PARK, BG080001

RECOMMENDATION

Move to approve Construction Change Order #1 (Final) with Centric Projects, LLC and additional project funds for Wassmer and Porter Parks totaling \$95,375.

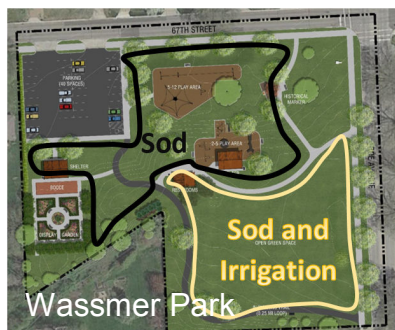
BACKGROUND

The final change order with Centric Projects reflects the final field measured quantities for all bid items. These items substantially include installation of sod on the project with new permanent irrigation of the green space at Wassmer Park and the installation of sod at Porter Park in the vicinity of the sanitary construction. The final contract amount with Centric Projects, LLC for the project will be \$1,026,439.57 which is \$87,307.57 over the original bid of \$939,132.00.

Other project costs outside of the contract include utility permitting. Staff budgeted for the expenditure; however permit fees for the utilities fluctuate and they were higher than anticipated. The total fee for both hookups was \$29,275. The project requires an additional \$8,067.43 for these expenses.

The total project cost for Wassmer Park and Porter Parks includes this final change order with Centric Projects and other project costs. All additional project funds total \$95,375.

Construction Change Order #1 (Final)	\$87,307.57
Other Project Costs	\$8,067.43
<u>Total Additional Project Funds</u>	<u>\$95,375.00</u>



FUNDING SOURCE

Funding is available in Park Unallocated.

ATTACHMENTS

PREPARED BY

Melissa Prenger, Senior Project Manager

November 25, 2019

1. Change Order #1 (Final)

PREPARED BY

Melissa Prenger, Senior Project Manager

November 25, 2019

**CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT
CONSTRUCTION CHANGE ORDER NO. 1 (FINAL)**



City's Project: BG080001 | WASSMER PARK

Date Requested: October 30, 2019

Contract Date: June 12, 2019

Contractor's Name: CENTRIC PROJECTS

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	\$0.00		FINAL PROJECT FIELD MEASURED QUANTITIES	*	\$87,307.57	\$87,307.57

TOTAL \$0.00

TOTAL \$87,307.57
NET Increase \$87,307.57

EXPLANATION OF CHANGE - This change order is to cover the following items:

- Sod installation at Porter Park in the area of the playing field due to the extensive disruption from the sanitary sewer connection
- Sod installation at Wassmer Park in the heavily used areas (green space, bocce court, and playground)
- Irrigation installation at Wassmer Park green space

The Consultant does **not** anticipate a related Engineering Change Order.

	Contract Value	Contract Days
Original Contract	\$939,132.00	
Current Contract including previous Change Orders	\$939,132.00	
NET This Change Order	\$87,307.57	
New Contract Price	\$1,026,439.57	

Contractor
Centric Projects LLC

Date

Keith Bredehoeft, Public Works Director
City of Prairie Village, KS

Date

Eric Mikkelson, Mayor
City of Prairie Village, KS

Date



ADMINISTRATION

Council Meeting Date: December 2, 2019

Consider approval of 2020 Prairie Village Legislative Platform

RECOMMENDATION

Staff recommends a motion to adopt the 2020 Prairie Village Legislative Platform.

BACKGROUND

Each year the City Council discusses and adopts a legislative platform, which establishes the City's legislative priorities for the upcoming Session. This document is shared and discussed with local, state, and federal elected officials who represent Prairie Village. It is also used by staff when determining whether the City should submit testimony on legislation. The proposed 2020 Legislative Platform is attached for the Council's review. This draft includes amendments made by the Council Committee of the Whole at the November 18 meeting.

ATTACHMENTS

2020 Prairie Village Legislative Platform Draft

PREPARED BY

Jamie Robichaud

Deputy City Administrator

Date: November 25, 2019

PRAIRIE VILLAGE 20~~19~~ LEGISLATIVE PLATFORM



PRAIRIE VILLAGE, KANSAS

State and local government are partners providing numerous governmental services that are funded and made available to citizens. Local units of government are closest to the citizens and therefore, are extremely well-positioned to represent the interests of citizens in the communities in which they live. The partnership depends upon stable funding, efficient use of citizens' resources, and responsiveness at the city and county level. We support respect and preservation of local authority, maintenance of local control of local revenue and spending, and oppose the devolution of State duties to local units of government without planning, time and resources.

REPEAL OF THE PROPERTY TAX LID

We strongly oppose any state-imposed limits on the taxing and spending authority of cities and counties and urge the repeal of the property tax lid legislation passed during the 2015 session and revised in the 2016 session of the Kansas Legislature. We believe those elected to manage the affairs of cities and counties can be most responsive to the local taxpayers and make budget and tax decisions that are most reflective of the community's needs and financial interests. We note that these same taxing and spending limits on cities and counties were not placed on state government. State government should abide by the same taxing and spending decisions as they impose upon cities and counties.

Absent repeal, the state-imposed tax lid on local governments should be modified to require a public vote based on a protest petition provision. Additionally, the Kansas Legislature should review and consider including appropriate exemptions that existed largely under the prior tax lid but were not included in the current law, such as human resources costs, KPERS, intellectual and developmental disabilities costs, transit equipment, and mental health services, among other items. Further, the Kansas Legislature should review and consider amending the current statute to include a "hold harmless" provision that would allow local governments to lower property tax rates and, within the subsequent five years, return the property tax rate to prior level if necessary.

STATE FUNDING OF PUBLIC EDUCATION

We strongly support constitutionally adequate, equitable, and responsible funding for the public school system to a level that places Kansas among the leading states in support of a "world class" education. We oppose any further reduction in school funding, including any constitutional amendment releasing the legislature from this important duty. [We also urge the state government to fund special education at the level required by K.S.A. 72-3422.](#)

NON-PARTISAN ELECTIONS

We support continuing local elections on a non-partisan basis. We are opposed to any legislation that would require local elections to be conducted with partisan identification. We also support the return of local control for timing of local elections.

LOCAL GUN CONTROL

We strongly believe the ability to govern how firearms are possessed and transported throughout our community is a matter of local control. Local government should have the ability to regulate and enforce the possession and use of weapons within City-owned facilities, public parks, municipal pools, and City-owned vehicles. We urge state legislators to repeal House Bill No. 2578 that restricts local government from enacting important gun safety measures in their communities.

MAINTAIN LOCAL CONTROL OF REVENUE AND SPENDING

Our local communities across the state are best served and citizens' values and standards are best reflected when local taxing and spending are determined by local voters and taxpayers. We support the retention and strengthening of local home rule authority to allow locally elected officials to conduct the business of their jurisdiction in a manner that best reflects the desires of their constituents and results in maximum benefit to that community.

LIMITS ON APPRAISED VALUATION GROWTH

We strongly support the continuation of the Kansas Legislature's decision not to implement artificial limits on appraised valuation growth by the state. Such limitations prevent local officials from making decisions the public expects of them and reduce bond ratings, resulting in more expensive debt service payments on needed capital projects. This ultimately has a negative effect on local taxpayers by reducing the services they receive for their tax dollars.

TAX POLICY & THE DARK STORE THEORY

We support stable revenue sources and urge the Kansas Legislature to avoid applying any further exemptions to the ad valorem property tax base, including exceptions for specific business entities or the state/local sales tax base, as well as industry-specific special tax treatment through exemptions or property classification. The local tax burden has shifted too far to residential property taxes due to state policy changes. We do not support changes in State taxation policy that would narrow the tax base or significantly reduce available funding for key programs. -These changes put Kansas counties and cities at a competitive sales tax disadvantage with Missouri. We also strongly support legislation that would require commercial properties to be appraised and valued based on their highest and best use and oppose any legislation that would allow commercial properties to utilize the "dark store theory" to appeal their assessed valuations. Municipalities rely on property tax revenue from large commercial retailers to pay for their share of essential city services. Any change in the way these properties are valued will have a detrimental impact to municipal operations and will result in the property tax burden shifting to residential property owners to make up for lost revenue.

INTERNET SALES TAX COLLECTIONS

We encourage the Kansas Legislature to pass legislation facilitating the collection of compensating use tax from purchases made from sellers (with no physical presence in a state) based on the U.S. Supreme Court decision in South Dakota v. Wayfair. Sales tax collected should be distributed using existing methods/formulas for the state and local governments.

SALES TAX EXEMPTION

We support the current law that exempts local government and public construction projects from sales tax. State-imposed sales tax on government purchases and projects will have only one effect: increased local property taxes. Purchases have to be made and construction must occur; imposition of a sales tax would increase the local tax burden to cover those added costs. This sales tax revenue does not help local government, but, in fact, hurts our local economy and our residents who have to pay much higher property taxes. Increased property and sales taxes ultimately reflect negatively on the state, given our proximity to Missouri.

OPPOSE UNFUNDED MANDATES

We support minimizing the financial and staffing implications of "devolution," the passing down of responsibilities to counties by the state and federal governments, by seeking funding for mandates and reasonable periods of time to phase in new funding responsibilities. Any budget reductions or changes in state taxation that reduce state resources with an impact on government services should be evaluated closely by the state and based on a cost benefit analysis of how such reductions would increase cost demands at either the local or state level. If the State reduces funding for government services, the State should provide greater flexibility and increased local ability to raise revenue beyond primarily sales and property tax sources.

STATUTORY PASS-THROUGH FUNDING

We call for the preservation of local government revenues that pass through the State of Kansas' treasury. These funds come from a longstanding partnership between local governments and the State and are generated via economic activity at the local level. Both alcoholic liquor tax funds and the local portion of motor fuel taxes should not be withheld from local governments and siphoned into the State General Fund. Seizure of these local funding sources may benefit the State, but it will increase the local property tax burden to replace lost revenue. Local governments, in recent years, have had to cope with the Kansas Legislature not funding Local Ad Valorem Tax Reduction (LAVTRF), County City Revenue Sharing (CCRS) demand transfers, and the machinery & equipment property tax "slider." Local governments should not be forced to further aid in balancing the State's budget. Since 1997, more than \$2.2B in formula demand transfers from the state to local governments have not been made. LAVTR dates back to the 1930s, with the existing statutory framework being established in 1965. LAVTR represents the

local share of certain cigarette revenue, stamp taxes, and cereal malt beverage taxes that the state removed in exchange for commitment to fund the LAVTR. CCRS was established in 1978 as part of an agreement between the state and local governments regarding a number of different taxes related to cigarette and liquor enforcement.

ABANDONED AND BLIGHTED HOUSING

We support legislation that streamlines and expedites the process for local governments, neighborhood organizations and private businesses to deal with the blight of abandoned, nuisance, foreclosed housing, and commercial structures to protect the rights and property values of surrounding property owners.

COMPREHENSIVE TRANSPORTATION PLAN

The current funding level is far from adequate to address ongoing statewide infrastructure funding needs; therefore, it is critical for our state highway funds to be used for the purpose for which they are collected. To ensure the critical well-being of Kansas infrastructure, funds should be allocated strategically to ensure there is an identifiable long-term return on investment for the entire state. Investing in growth areas is vital to creating a sustainable revenue stream that will address statewide infrastructure needs to support private sector job growth and public safety.

KPERS FUNDING

We support achieving a fully-funded public employee's retirement system within a reasonable period of time. Kansas state government should fully fund its portion of the employer contributions, and the local government KPERS should be separated from the state and school retirement system. The system should accumulate sufficient assets during members' working lifetimes to pay all promised benefits when members retire. Additionally, we support current provisions as they relate to accumulated leave and other human resources policies to determine a retiree's benefit. Possible policy changes could have a negative impact on local government employee recruitment and retention, particularly in the competitive Johnson County employment market.

KANSAS OPEN RECORDS AND OPEN MEETINGS ACT

We believe that an open government is essential to building public confidence. We support the retention of the limited exceptions in the Kansas Open Records Act (KORA) and the permitted subject matters for executive sessions contained in KORA currently found in the law. Additionally, we support the existing allowances for cost recovery for open records included under current law.

We also support amendments to update the Kansas Open Meetings Act (KOMA) and KORA to provide better guidance about the application of KOMA and KORA to all forms of electronic communication, including but not limited to social media. Further, we encourage legislative clarification in regard to the application of KOMA and KORA to subcommittees and working groups formed by local governmental bodies.

LEGISLATIVE PARTICIPATION

We support local officials and their representatives' ability to freely participate in the legislative process through advocacy and education on issues affecting local governments. Local officials, representing their citizens and taxpayers, must retain the authority to make decisions regarding membership in organizations and to participate in the legislative process through advocacy without cumbersome reporting requirements.

LOCAL CONTROL OF RIGHT OF WAY

2016 legislation granting placement of cell towers in city and county owned right of way, with little oversight, should be revised. Regulation of the placement of cell towers should be subject to reasonable local zoning processes, which review important community values such as safety and neighborhood concerns.

ADDRESSING THE CLIMATE CRISIS AS PUBLIC POLICY PRIORITY

We urge state government to recognize the consensus reached by the scientific community, including the United Nations Intergovernmental Panel on Climate Change, that climate change poses a global economic, social, and public safety crisis. At

all levels of government, policy makers should elevate sustainability, carbon emission reduction, and carbon capture to be included among the top line of policy priorities.

STATEWIDE ENERGY POLICY

We support a statewide energy policy standard to financially incentivize energy sources that protect air quality ~~and~~ reduce the dependency on oil and other nonrenewable resources, reduce carbon emission, and increase carbon capture. We support the development of a coordinated and comprehensive energy policy, including the use of renewables including wind and solar power, developed with strong input from municipalities.

MEDICAL MARIJUANA

We support the legalization of the exploration of the use of medical marijuana and its derivatives for the purpose of improving the quality of life of individuals with medical conditions that can benefit from its use.

STATEWIDE EXPANSION OF MEDICAID

We support Medicaid expansion through KanCare in Johnson County and throughout Kansas. Providing Medicaid is the responsibility of the state and federal government. The decision to limit Medicaid expansion has an impact on our citizens. Absent the State's participation in Medicaid expansion, taxpayers are required to pay for these services that would otherwise be covered by Medicaid.

RETURN STATE FUNDING LEVELS FOR SOCIAL SAFETY NET

We support the restoration of funding to social services programs. These programs are critical for our most at-risk and vulnerable residents including child welfare, mental health, and our senior citizens.

NON-DISCRIMINATION

We strongly believe all people should be treated fairly and equally under the law. However, in Kansas, a gap currently exists in the applicable state and federal discrimination laws leaving LGBTQ people without protection from discrimination in housing, employment, and public accommodations. While the City of Prairie Village has passed a local non-discrimination ordinance to fill this gap, we urge the State to pass legislation to extend these protections state-wide.

DEVELOPMENT OF A COMPREHENSIVE BUDGETING PLAN

We strongly encourage the State of Kansas to develop a comprehensive budgeting plan to foster and enhance the State's struggling economy. We are in opposition to any financial practices that divert money from the Highway Fund or KPERS, or negatively impact the State's future financial position.

MAYOR'S ANNOUNCEMENTS
Monday, December 2, 2019

Planning Commission	12/03/2019	7:00 p.m.
Environmental Committee	12/04/2019	6:00 p.m.
Volunteer Appreciation Holiday Party	12/07/2019	6:30 p.m.
Art Reception	12/13/2019	6:00 p.m.
City Council	12/16/2019	6:00 p.m.
Christmas Day – City offices closed	12/25/2019	All Day

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The Prairie Village Arts Council is pleased to feature the artwork of Elaine “Laney” Haake, Lisa YaDullah, Sylvia Agustus and Vicki Scanlon during the month of December. The artist reception will be held from 6:00 p.m. to 7:00 p.m. on Friday, December 13.

INFORMATIONAL ITEMS
November 18, 2019

1. December Plan of Action



THE CITY OF PRAIRIE VILLAGE

STAR OF KANSAS

DATE: November 25, 2019

TO: Mayor Mikkelson
City Council

FROM: Wes Jordan 

SUBJECT: DECEMBER PLAN OF ACTION

The following projects will be initiated during the month of December:

- UCS Funding Presentation - Lisa (12/19)
- Annual First Washington Update - Wes (12/19)
- Website Audit - Staff (12/19)
- Franchise Fee Expiration Review - Adam (12/19)
- Council I-Pad Rotation - Wes (12/19)
- Moody's Rating - Lisa/Wes (12/19)
- New CDL Reporting Requirements - Amy/Jamie (12/19)
- Update SAM Registration - PD (12/19)
- Annual Contract Renewal - Staff (12/19)
- 2020 Insurance Renewals - midpoint evaluation - Lisa/Wes (12/19)
- State of the Cities - Staff/Mayor (12/19)
- Legislative Forum at Meadowbrook - Jamie (12/19)
- Annual Beverage Licenses - Adam (12/19)
- New Councilmember Orientation - Staff/David (12/19)

In Progress

- Glass/Food Compost Pilot Program - Jamie (11/19)
- Sculpture Unveiling - Ashley/Meghan/Jamie (11/19)
- 2019 Employee Evaluations - Dept. Supervisors (11/19)
- Councilmember Preference List for Committees - Staff (11/19)
- Exterior Grant Update - Jamie (11/19)
- PW Office/Operations Relocation Planning - PW Staff (11/19)
- 2020 JOCO Park Programming - Meghan (11/19)
- Year-End Budget Expenditure Review - Lisa/Dept. Heads (11/19)
- Mayor's Volunteer Holiday Dinner - Meghan (11/19)
- Website Redesign - Ashley/Adam (10/19)
- Committee Volunteer Applications - Staff (10/19)
- Watershed Interlocal Agreement - Keith (10/19)

- AT&T Phone Contract - Jake (09/19)
- Diversity Training For Non-PD Personnel - Byron/Amy (09/19)
- PW New Facility Planning - Keith (09/19)
- Memorial Plaques in Parks Criteria Review - Staff (08/19)
- Fee Schedule Review - Adam (08/19)
- 63rd Street Speed Limit Review - PW/PD (08/19)
- City Treasurer Recruitment - Lisa (07/19)
- JOCO Municipalities Housing Study Task Force - Jamie (07/19)
- Master Personnel Spreadsheet Updates - Staff (06/19)
- Solicitor Ordinance Updates - Adam/Wes (06/19)
- Research Viability of Interior Rental Inspections - Jamie (06/19)
- Statuary Maintenance Plan - Meghan (05/19)
- Longevity Award Update - Amy/Wes (05/19)
- Property Maintenance Code Revisions - Jamie (03/19)
- Contractor's License Requirements/Revisions - Jamie (03/19)
- Census 2020 - Ashley (02/19)
- Personnel Policy Updates - Amy/Jamie (07/18)
- Organization of City Records/Contracts - Adam (05/19)
- Village Vision/Comp Plan Update - Chris/Jamie/Wes (11/17)

Completed

- Meadowbrook Park Update to Park & Rec - Wes (10/19)
- Highlands Cemetery Presentation - Wes (11/19)
- NE Chamber Gala - Ashley (11/19)
- JOCO/WYCO Holiday Event - Ashley (12/19)
- KC Chamber Gala - Ashley (11/19)
- PV Foundation Coordination Meeting - Meghan (11/19)
- Crosswalk Agreement w/Fairway - Keith (11/19)
- Civic Center Postcard Mailer - Ashley (11/19)
- Global Ties Ukrainian - Two Delegation Visits - Staff (11/19)
- Mayor's Holiday Tree Lighting - Meghan (11/19)
- Skate Park Project Update - Keith (11/19)
- Pool Manager Responsibilities - Meghan (11/19)
- UCS Board Replacement - Wes (10/19)
- Legislative Platform - Jamie/Wes (10/19)
- 2020 Salary Ranges - Amy/Jamie (10/19)
- ROW Ordinance Updates Wireless Facilities - David/Staff (08/19)
- Insurance Committee Vacancy - Lisa (06/19)
- Zoning Ordinance Update on SUP's/CUP's - Chris (10/16)
- Annual Meetings with County/State Elected Officials - Jamie/Wes/Mayor (11/19)

Tabled Initiatives

- Review & update the City Code/Ordinances
- Review & Update City Policies
- Review of Smoking Ordinance/e-cigs
- 2020 Initiative(s)
 - Municipal Code Software Research - Adam (03/19)
 - Annual Report Format Update - Staff (03/19)
 - Council Policy Website Update - Staff (11/17)