

Members of the Governing Body will participate by video call-in only due to the COVID-19 pandemic. The public will be able to view the meeting at <https://www.facebook.com/CityofPrairieVillage>

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, September 21, 2020
6:00 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **APPROVAL OF THE AGENDA**
- V. **PRESENTATIONS**

Updates from Rebecca Galati - Evergy

- VI. **PUBLIC PARTICIPATION**

If you would like to speak live during the public participation portion of the meeting, please notify City Clerk Adam Geffert at cityclerk@pvkansas.com, and provide your name, address, and email address prior to 3 p.m. on September 21. The City will provide you with a link to join the meeting and will call on those who signed up to speak for up to 3 minutes once public participation begins.

To submit written comment to Council, please email cityclerk@pvkansas.com prior to 3 p.m. on September 21 to be shared with Councilmembers prior to the meeting.

- VII. **CONSENT AGENDA**

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

By Staff

- 1. Approval of regular City Council meeting minutes - September 8, 2020

- VIII. **COMMITTEE REPORTS**

- IX. **MAYOR'S REPORT**

- X. **STAFF REPORTS**

XI. **OLD BUSINESS**

XII. **NEW BUSINESS**

COU2020-42 Memorandums of Understanding with KC Can Compost for commercial composting and GlassBandit for curbside glass recycling in Prairie Village
Jamie Robichaud

COU2020-43 Approve a resolution in support of the Climate Mayors Network and Paris Climate Agreement
Meghan Boom

COU2020-44 Approve the purchase of Dynamhex carbon emissions tracking software
Meghan Boom

COU2020-45 Approve pool replaster project - leisure and wading (BG850002)
Change Order #1
Keith Bredehoeft

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

Council update regarding Collection Bureau of Kansas, Inc. (CBK) for collecting outstanding court fines and fees
Deana Scott

XIV. **ANNOUNCEMENTS**

XV. **ADJOURNMENT**



September 15, 2020

Dear City of Prairie Village,

Thank you for signing a multi-year agreement with [Evergy, Inc.](#) to meet your electricity needs by utilizing renewable wind energy. Evergy's Renewables Direct program provides your company a path towards achieving its sustainability goals using abundant, affordable and renewable wind energy from the Midwest.

Pursuant to your Participation Agreement dated April 1, 2019, the City of Prairie Village will be purchasing electric energy that is generated by "Resource 1", which is the 200 MW Ponderosa Wind Farm developed by NextEra Energy, owned and operated by a subsidiary of NextEra Energy Resources, LLC and located in Beaver County, OK. The Ponderosa Wind Farm will be in service in October 2020.

The City of Prairie Village is enrolled in a 20-year term and will substitute the Energy Cost Adjustment (ECA) surcharge with the final Renewable Participation Charge (RPC) of **\$0.01986** per kWh for a twenty-year Participation Agreement, generated by your 400 kW capacity reservation.

If you have any questions, please feel free to contact me.

Sincerely,

Rebecca Galati

Rebecca Galati
Senior Customer Solutions Manager



**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
SEPTEMBER 8, 2020**

The City Council of Prairie Village, Kansas, met in regular session on Tuesday, September 8, 2020, at 6:00 p.m. Due to the COVID-19 pandemic, Councilmembers attended a virtual meeting via the Zoom software platform. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance remotely via Zoom: Chad Herring, Jori Nelson, Inga Selders, Ron Nelson, Tucker Poling, Bonnie Limbird, Sheila Myers, Piper Reimer, Courtney McFadden, Ian Graves and Terrence Gallagher. Staff present via Zoom: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, attorney with Lathrop & Gage; Michael Seck, attorney with Fisher, Patterson, Sayler and Smith; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Lisa Santa Maria, Finance Director; Meghan Buum, Assistant City Administrator; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mr. Nelson made a motion to approve the agenda for September 8, 2020. Mrs. Myers seconded the motion, which passed 11-0.

PUBLIC PARTICIPATION

No requests to address the Council were received.

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 - August 17, 2020
2. Approval of Expenditure Ordinance #2993
3. Approval of short-term special use permit extending an outdoor seating area within the boundaries of a barricaded public area at the Blue Moose restaurant

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, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, McFadden, Graves, Gallagher. The motion passed 11-0.



EXECUTIVE SESSION

At 6:05 p.m., Mrs. Myers moved for the City Council to recess into executive session for a period of 20 minutes for the purpose of discussing, with legal counsel representing the City, a legal claim related to land use, pursuant to the exception for consultation with an attorney which would be deemed privileged in the attorney-client relationship, K.S.A. 75-4319(b)(2). Mr. Nelson seconded the motion, which passed 11-0.

The open meeting resumed at 6:25 p.m.

COMMITTEE REPORTS

- Ms. Reimer stated that the Shawnee Mission School District began classes for the 2020 school year remotely on September 8. A hybrid schedule for elementary schools will begin in October. She added that the district would continue to provide free breakfast and lunch to all students.
- Ms. Limbird said that the City-to-City voter challenge kickoff meeting would be held on Thursday, September 10 at 4:30 p.m.

MAYOR'S REPORT

- Mayor Mikkelson provided an update on the COVID-19 pandemic, stating that the 14-day positive percentage moving average was 12.3% in Johnson County. Daily new cases remained steady, with just over 100 per day in the county. Hospitalizations continued on a downward trend, and the death rate remained low.
- The Mayor attended a webinar on COVID-19 hosted by chief medical officers from several area hospitals. The webinar reinforced good hygiene and the wearing of masks to reduce the spread of the virus.
- The recently created Diversity Task Force will hold its first meeting on September 22 at 6:30 p.m. via Zoom.
- The Mayor was a panelist at a United Community Services housing summit meeting on August 26.
- The Mayor attended an economic inclusion housing webinar, which featured the creators of the Tiny Houses for Veterans project in Kansas City. He noted that methods to address housing issues would be included in the "Village Vision 2.0" comprehensive plan.
- The Mayor acknowledged the passing of Mike Copeland, who had been mayor of Olathe for 20 years.
- The Mayor congratulated Ron Nelson for graduating as President of the Northeast Johnson County Chamber of Commerce leadership class. He added that Courtney McFadden would begin serving as Vice-Chair of the Chamber.
- The Mayor attended two virtual lunch meetings with other regional mayors.
- The Mayor said that a Taco Republic restaurant would be taking over the space formerly occupied by Arby's in the Corinth Shops.



STAFF REPORTS

Administration

- Mr. Jordan shared that after significant effort, all of the CARES funding reimbursement submissions made by the City for COVID-19 expenses had been approved by Johnson County.
- Ms. Robichaud stated that a virtual public meeting would be held on September 9 to get community input on the “Village Vision 2.0” comprehensive plan update. She added that a Council work session to review comments would take place on September 28.
- Mr. Geffert noted that the City’s transition to a municipal code hosting platform provided by Municode had gone live. The new platform simplified the updating process and provided a much more user-friendly interface and search function. The Code is accessible by clicking the “Municipal Code” button on the City’s website.
- Mr. Jordan said that the September Plan of Action was included in the packet.

OLD BUSINESS

Mr. Gallagher asked if the Diversity Task Force would consider displaying Pride banners on the light posts at City Hall. The Mayor said that such a request would fall within the scope of the Task Force, and that the body would make policy recommendations to the Council later in the year.

NEW BUSINESS

COU2020-39 Approve amendments to the Municipal Code pertaining to allowable hours for private property construction

Mr. Jordan stated that the Council Committee of the Whole voted to direct staff to amend applicable language in the Municipal Code to reflect the following hours for private property construction at its August 17, 2020 meeting:

- Summer Months (May 15 through September 15):
 - Monday through Friday (excluding Federal holidays): 7:00 a.m. until 8:00 p.m.
 - Saturday and Sunday: 8:00 a.m. until 8:00 p.m.
 - Federal Holidays: 8:00 a.m. until 8:00 p.m.
- Non-Summer Months (September 16 through May 14):
 - Monday through Sunday: 8:00 a.m. until 8:00 p.m.

Ms. Selders stated that a construction “code of conduct” should be considered to address concerns regarding the behavior of homebuilders and contractors. **She made a motion to**



direct staff to amend the Municipal Code to allow private property construction during the hours approved by the Council Committee of the Whole, but to prohibit private property construction on the 10 annual Federal holidays. Ms. Nelson seconded the motion. A roll call vote was taken with the following votes cast: “aye”: J. Nelson, Selders, Poling; “nay”: Herring, R. Nelson, Limbird, Myers, Reimer, McFadden, Graves, Gallagher. The motion failed 8-3.

Ms. Nelson made a motion to approve amendments to Chapter VIII and Chapter XI of the Municipal Code as approved by the Council Committee of the Whole to regulate allowable hours for private property construction. Mr. Nelson seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Graves, Gallagher; “nay”: McFadden. The motion passed 10-1.

COU2020-40 Approve memorandums of understanding with Compost Collective KC and Food Cycle KC for curbside compost collection in Prairie Village

Ms. Robichaud stated that Council had decided not to move forward with a citywide curbside compost and glass collection program for 2021 at its June 15, 2020 meeting. Instead, city staff was directed to negotiate discounted rates for residents to purchase services directly in exchange for the City helping to promote the programs. A 30% discount was negotiated with both Compost Collective KC and Food Cycle KC for residential customers and a 20% discount with Food Cycle KC for commercial customers.

Representatives from Food Cycle KC and Compost Collective KC gave presentations describing the services each offered.

Mr. Poling asked if customers could pick up compost from the vendors. Both stated they offered customers the opportunity to do so.

Mr. Gallagher made a motion authorizing the Mayor to execute Memorandums of Understanding with Compost Collective KC and Food Cycle KC. Ms. Reimer seconded the motion. A roll call vote was taken with the following votes cast: “aye”: Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, McFadden, Graves, Gallagher. The motion passed 11-0.

COU2020-41 Approve Project DRAIN-19X - 71st Street RCB replacement contract

Mr. Bredeheoft stated that the project would replace the culvert under the 71st Street bridge on the east side of Mission Road. The culvert was in poor condition and the existing stone headwalls behind the curbs were failing. Replacement of the culvert would



also allow for improved sidewalk conditions. The construction would result in the 71st Street intersection at Mission Road being closed for 60 days.

Five bids were received for the project, and Infrastructure Solutions' bid of \$433,800.00 was the lowest. Funding sources included the 2019 and 2020 drainage program as well as the Johnson County stormwater management program.

Mrs. Myers made a motion to approve the construction contract with Infrastructure Solutions in the amount of \$433,800 along with change order authorization up to \$30,000. Ms. Limbird seconded the motion, which passed 11-0.

Mrs. Myers made a motion that the City Council move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Ms. Reimer, and passed 11-0.

COUNCIL COMMITTEE OF THE WHOLE

Discussion related to participation in the Climate Mayors Network, purchase of Dynamhex carbon emissions tracking software, and adoption of a Climate Action Plan

Ms. Buum stated that the Environmental Committee had recommended that the City Council move forward with a commitment to the Climate Mayors Network and the Paris Climate Agreement. To achieve the goals of the agreement, the Committee also recommended the purchase of the Dynamhex carbon emissions tracking software and the future development of a Climate Action Plan in accordance with the Climate Action KC Playbook.

Ms. Nelson added that the Climate Action Playbook would simply be used as a guide, not as a set of requirements to move forward.

Sunny Sanwar and Patrick Hosty of Dynamex gave a presentation about the company and its carbon emission tracking services, which measure emissions in the City and provides recommendations on how to address them.

Ms. Nelson made a motion directing staff to draft an agreement with Dynamhex for carbon emissions tracking software to be approved at a future meeting. Mr. Poling seconded the motion. After further discussion, a roll call vote was taken with the following votes cast: "aye": Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Myers, Reimer, Graves, Gallagher; "nay": McFadden. The motion passed 10-1.

Ms. Nelson made a motion to direct staff to move forward with a resolution in support of the Climate Mayors Network and Paris Climate Agreement to be approved at a future meeting. Mr. Nelson seconded the motion. After further discussion, a roll call vote was taken with the following votes cast: "aye": Herring, J. Nelson, Selders, R. Nelson, Poling, Limbird, Reimer, Graves; "nay": Myers, McFadden, Gallagher. The motion passed 8-3.



Mr. Gallagher made a motion to table a discussion of the Climate Action KC Playbook until data had been obtained from the Dynamhex study. Mrs. McFadden seconded the motion. After further discussion, Mr. Gallagher withdrew his motion, and Councilmembers informally agreed to further discuss the Climate Action KC playbook at a future meeting.

Mr. Nelson moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Poling and passed 11-0.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.

ADJOURNMENT

Mr. Poling made a motion to adjourn the meeting. The motion was seconded by Mr. Nelson, and passed 11-0.

Mayor Mikkelson declared the meeting adjourned at 9:09 p.m.

Adam Geffert
City Clerk



COU2020-42 Memorandums of Understanding with KC Can Compost for commercial composting and GlassBandit for curbside glass recycling in Prairie Village

RECOMMENDATION

Make a motion to approve COU2020-42, authorizing the Mayor to execute Memorandums of Understanding with KC Can Compost and GlassBandit.

BACKGROUND

During the 2021 budget discussions at the June 15 Council meeting, the Council decided to not move forward with a citywide program for curbside compost and glass collection that would be assessed through the solid waste assessment fee on property taxes. Instead, the Council directed staff to move forward with Option 1, which was to keep the solid waste services offered by the City the same in 2021 and move forward with negotiating discounted rates for residents to purchase these services directly in exchange for the City helping to promote the programs.

At the last meeting, the City Council authorized Memorandums of Understanding with Compost Collective KC and Food Cycle KC for composting services in Prairie Village. These MOU's included a 30% discount for Prairie Village residents for curbside compost collection and a 20% discount with Food Cycle KC for commercial composting.

There are two MOU's presented for the Council's consideration at the September 21 Council meeting. The first MOU is with KC Can Compost, and it entails a 10% discount for commercial composting for Prairie Village businesses. The second MOU is with GlassBandit, and it entails offering the first month free for Prairie Village residents who sign up with GlassBandit from now until December 31, 2021. After the first month, the resident will be able to use GlassBandit's standard social enterprise pricing system to "name their own price," with a minimum of \$3.00 per month for the service.

Both vendors will be present at the meeting to give a brief presentation of the services that they provide. If the MOU's are approved by the Council, staff will begin promoting the services offered by each vendor via our website, social media, and newsletter.

ATTACHMENTS

Memorandum of Understanding with KC Can Compost for commercial compost collection services
Memorandum of Understanding with GlassBandit for curbside glass collection services

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: September 16, 2020

COMMERCIAL COMPOST COLLECTION IN PRAIRIE VILLAGE MEMORANDUM OF UNDERSTANDING

The City of Prairie Village, Kansas (“City” or “Prairie Village”) is interested in partnering with area organizations who can provide compost collection services to Prairie Village residents and businesses.

The following is intended to reflect the understanding of the service that will be provided by KC Can Compost, a section 501(c)(3) nonprofit (“KC Can Compost”) to Prairie Village businesses beginning in September 2020 through December 31, 2021:

1. Name and address of location: all business entities in Prairie Village city limits
2. Type of program: Commercial compost collection
3. The City agrees to make information available to its businesses on the services of KC Can Compost for commercial compost collection through existing City communications, including, but not limited to, the City newsletter, website, and City social media pages.
4. This is a voluntary program. If a business chooses to contract with KC Can Compost for compost collection, the contract (defined as signing up and paying on the KC Can Compost website) is between KC Can Compost and the individual business. The individual contract is not between KC Can Compost and the City of Prairie Village.
5. For commercial customers who sign up directly with KC Can Compost by the end of 2021 and any existing KC Can Compost customers located in Prairie Village, KC Can Compost will offer a 10% discounted rate. Commercial customer rates vary by individual businesses based on a free waste audit of the volume of waste produced by the individual business. The rate will remain the same through December 31, 2021 and will increase no more than 3% for every year thereafter.
6. KC Can Compost agrees to collect all food scraps and food-soiled paper products, to include meat, poultry, fish, shellfish & bones, egg & dairy products, table scrapes & plate scraping, fruit & vegetables, bread, dough, pasta, grains, coffee grounds, filters, tea bags, kitchen paper towels, pizza delivery boxes, uncoated paper take-out containers, paper napkins, and uncoated paper cups and plates. All collected materials will be taken to an authorized facility licensed to accept food waste and compostable materials.
7. KC Can Compost agrees to adhere to all requirements of the Prairie Village Municipal Code, including maintaining an active Solid Waste Hauler License and approved permits for all vehicles operating within the City limits, per 15-207 of the Prairie Village Municipal Code. KC Can Compost recognizes that the Hauler License must be renewed with the City each year.

8. KC Can Compost will maintain active General Commercial Liability Insurance and Automobile Liability Insurance as required in Chapter 15 of the Prairie Village Municipal Code for as long as business is conducted within the City limits of Prairie Village.
9. To protect the City against any claim that the City is a party to the contract between a customer who is a Prairie Village resident and KC Can Compost, and therefore liable for any damages arising out of KC Can Compost's provision of compost collection service, KC Can Compost will indemnify and hold the City, its agents, and employees harmless from and against all claims, loss, costs and damages, including but not limited to attorneys' fees, involving personal injury, sickness, disease, death or property damage, including loss of use of property resulting therefrom but only to the extent caused in whole or in part by the negligent acts or omissions of KC Can Compost or person or entities for whose acts KC Can Compost may be liable.
10. It is further understood by KC Can Compost and the City that this Memorandum of Understanding does not constitute a contract between KC Can Compost and the City for compost collection services, nor does it create a joint venture, partnership, association, or any other contractual relationship between the City and KC Can Compost for said purpose. Both parties also affirm that the City is not an intended or unintended third-party beneficiary of any contract created between KC Can Compost and a resident of Prairie Village that voluntarily decides to utilize compost pick up services provided by KC Can Compost.

PASSED AND APPROVED THIS 21st DAY OF SEPTEMBER, 2020.

Mayor Eric Mikkelson

ATTEST:

APPROVED AS TO FORM:

Adam Geffert, City Clerk

David E. Waters, City Attorney

I hereby confirm that the above reflects the understanding between the City and KC Can Compost regarding the curbside collection services to be provided to residents of Prairie Village by KC Can Compost.

/s/ Kristan Chamberlain

Kristan Chamberlain, Executive Director of KC Can Compost

Date: 09/16/20

CURBSIDE GLASS COLLECTION IN PRAIRIE VILLAGE MEMORANDUM OF UNDERSTANDING

The City of Prairie Village, Kansas, a municipal corporation (“City” or “Prairie Village”), is interested in partnering with area organizations who can provide curbside glass collection services to Prairie Village residents.

The following is intended to reflect the understanding of the service that will be provided by GlassBandit LLC, a Kansas limited liability company (“GlassBandit”) to Prairie Village residents beginning in September 2020 through December 31, 2021:

1. Name and address of location: all residential households in Prairie Village city limits
2. Type of program: Curbside glass collection
3. The City agrees to make information, approved by GlassBandit, available to its residents on the services of GlassBandit for curbside glass collection through existing City communications, including, but not limited to, the City newsletter, website, and City social media pages.
4. This is a voluntary program. If a resident chooses to contract with GlassBandit for curbside glass collection, the contract (defined as signing up and paying on the GlassBandit website) is between GlassBandit and the individual resident. The individual contract is not between GlassBandit and the City of Prairie Village.
5. For Prairie Village residents who sign up directly with GlassBandit by the end of 2021, GlassBandit will offer the first month of the subscription free of charge. All subsequent months will follow GlassBandit’s standard pricing structure, in which customers can name their own price starting at a minimum of \$3.00 per month.
6. GlassBandit agrees to collect all colors of transparent food and beverage glass. This includes, but is not limited to, drinking vessels such as pints, wine, and mason jars, candle jars (even with leftover wax), cosmetic bottles/jars, windows, shower doors, and table tops with frames and hardware removed. GlassBandit will not collect porcelain, ceramic, milk glass, china, mirrors, laminated glass, Pyrex/Corningware, dishware, light bulbs, or televisions.
7. GlassBandit agrees to adhere to all requirements of the Prairie Village Municipal Code, including maintaining an active Solid Waste Hauler License and approved permits for all vehicles operating within the City limits, per 15-207 of the Prairie Village Municipal Code. GlassBandit recognizes that the Hauler License must be renewed with the City each year.
8. GlassBandit will maintain active General Commercial Liability Insurance and Automobile Liability Insurance as required in Chapter 15 of the Prairie Village Municipal Code for as long as business is conducted within the City limits of Prairie Village.
9. To protect the City against any claim that the City is a party to the contract between a customer who is a Prairie Village resident and GlassBandit, and therefore liable for any damages arising out of GlassBandit’s provision of glass collection service, GlassBandit will indemnify and hold the City, its agents, and employees harmless from and against all claims, loss, costs and damages, including but not limited to attorneys’ fees, involving personal injury, sickness, disease, death or property damage, including loss of use of property resulting therefrom but only to the extent caused in whole

or in part by the negligent acts or omissions of GlassBandit or person or entities for whose acts GlassBandit may be liable.

10. It is further understood by GlassBandit and the City that this Memorandum of Understanding does not constitute a contract between GlassBandit and the City for glass collection services, nor does it create a joint venture, partnership, association, or any other contractual relationship between the City and GlassBandit for said purpose. Both parties also affirm that the City is not an intended or unintended third-party beneficiary of any contract created between GlassBandit and a resident of Prairie Village that voluntarily decides to utilize glass pick up services provided by GlassBandit.

PASSED AND APPROVED THIS 21st DAY OF SEPTEMBER, 2020.

Mayor Eric Mikkelson

ATTEST:

APPROVED AS TO FORM:

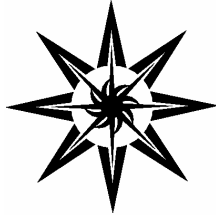
Adam Geffert, City Clerk

David E. Waters, City Attorney

I hereby confirm that the above reflects the understanding between the City and GlassBandit regarding the curbside collection services to be provided to residents of Prairie Village by GlassBandit.

Jamie Arnold, Owner of GlassBandit, LLC

Date



ENVIRONMENTAL COMMITTEE

City Council: September 21, 2020

COU2020-43: Approve a resolution in support of the Climate Mayors Network and Paris Climate Agreement

SUGGESTED MOTIONS

Approve a resolution in support of the Climate Mayors Network and Paris Climate Agreement.

BACKGROUND

Mayor Mikkelson asked the Environmental Committee to revisit the possibility of joining the Climate Mayors Network and adopting the Paris Climate Agreement.

Climate Mayors is a Mayor-to-Mayor network of US Mayors collaborating on climate. There are no binding commitments as a Climate Mayors member, only that cities are pursuing actions to achieve an emissions reduction target through:

1. Developing a community Greenhouse Gas (GHG) inventory
2. Setting near- and long-term targets to reduce emissions
3. Developing a Climate Action Plan aligned with the city's targets.

In addition, members of the Climate Mayors network are asked to participate in occasional letters, statements, and coordination calls.

The Climate Mayors have committed to adopting, honoring, and upholding the Paris Climate Agreement goals.

The City Council considered joining the network in 2017 under previous leadership and opted not to participate. After reviewing at the City Council meeting on September 8, 2020, the City Council voted in support of the Climate Mayors Network and the Paris Climate Agreement by an 8-3 vote.

ATTACHMENTS

Sample Council Resolution in support of the Paris Agreement

PREPARED BY

Meghan Buum
Assistant City Administrator

Date: September 15, 2020

RESOLUTION NO. 2020-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PRAIRIE VILLAGE, KANSAS IN SUPPORT OF THE PARIS AGREEMENT

WHEREAS; consensus exists among the world's leading climate scientists that global warming caused by emissions of greenhouse gases from human activities is among the most significant problems facing the world today; and

WHEREAS; documented impacts of global warming include but are not limited to increased occurrences of extreme weather events (e.g. droughts and floods), adverse impacts on ecosystems, demographic patterns and economic value chains; and

WHEREAS; responding to the climate change provides communities an opportunity to access first mover advantage in the range of products, services and know-how that transitioning to a climate-compatible future brings; and

WHEREAS; the Paris Agreement resulted in a commitment from almost every nation to take action and enact programs to limit global temperature increase to less than 2 degrees Celsius, with an expectation that this goal would be reduced to 1.5 degrees in the future;

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

Indicates its commitment to reducing GHG emissions through an implementation of a Climate Action Plan; and

Joins other US cities in the Climate Mayors Network in adopting and supporting the goals of the Paris Agreement; and

Commits to exploring the potential benefits and costs of adopting policies and programs that promote the long-term goal of GHG emissions reduction while maximizing economic and social co-benefits of such action.

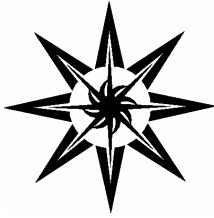
ADOPTED by the Governing Body this 21st day of September, 2020.

City of Prairie Village, Kansas:

Mayor Eric Mikkelson

Attest:

Adam Geffert, City Clerk



ENVIRONMENTAL COMMITTEE

City Council: September 21, 2020

COU2020-44: Approve the purchase of Dynamhex carbon emissions tracking software

SUGGESTED MOTIONS

Approve an agreement with Dynamhex for carbon emissions tracking software for an initial term of one year in the amount of \$12,000.

BACKGROUND

The Environmental Committee recommends achieving the goals of the Paris Climate Accord by purchasing carbon emission tracking services from Dynamhex to establish a baseline for city-wide emissions, including individual residential and commercial properties. Based on the information gathered, Dynamhex will offer personalized solutions to reduce emissions. Members of the community will be able to access and use this tool to examine emissions within their own homes and invest in energy upgrades.

Dynamhex presented information about their software at the September 8, 2020 City Council meeting and the City Council voted in favor of moving forward with an agreement by a 10-1 vote.

FUNDING

The 2020 budget has allocated \$8,000 to the environmental committee which will be applied to this item. The remaining \$4,000 will be paid from contingency. Future years would be budgeted during the annual budget process.

ATTACHMENTS

Dynamhex agreement

PREPARED BY

Meghan Boom
Assistant City Administrator

Date: September 15, 2020



Order Form

This Order Form (the “Order Form”) is between Dynamhex, Inc., a Delaware corporation (“Dynamhex”) and the customer identified below (the “Customer”). The purpose of this Order Form is to document the Customer’s subscription to use the services identified below. This Order Form is subject to the Customer Terms attached to this Order Form (the “Customer Terms”).

Customer

City of Prairie Village, KS

Primary Contact

Meghan Buum, Assistant City Administrator
7700 Mission Road, Prairie Village, KS 66208
913-385-4662
mbuum@pvkansas.com

Implementation Services & Fees

The Customer shall pay Dynamhex a one-time implementation fee of \$12,000 within 30 days of both parties signing this Order Form. Dynamhex will implement the below services on behalf of the City of Prairie Village, KS.

- Task 1: Initial one-page greenhouse gas (GHG) inventory report deliverable with sectoral - fuel breakdown.
- Task 2.a: Data-mapping for municipal and community-wide greenhouse gas emissions.
- Task 2.b, c: Integrate and review region wide (MKCCAC) playbook strategies relevant to Prairie Village, KS.
- Task 3: Dynamic platform for engagement and monitoring showing up to 15,000 buildings in city-boundary (the features in this task 3 shall not be removed from the Services during the Customer’s subscription).

Subscription & Fees

Dynamhex shall provide the Customer with access to the Services (as defined and contemplated in the Customer Terms) during an initial term beginning on November 1, 2020 and continuing for one year. The term will renew pursuant to the Customer Terms. The annual subscription fee is \$12,000, however, that fee is being waived for the initial one-year term beginning on November 1, 2020. If the term is renewed, then the Customer may pay the annual subscription fee in monthly installments of \$1,000., all in accordance with the Customer Terms.

Additional City Access

As a result of the Customer’s subscription, Dynamhex will grant access to the Services to residents of The City of Prairie Village, KS, free of charge during the subscription term, subject to the Customer Terms and Dynamhex’s User Terms. That other customer will be required to sign an Order Form with Dynamhex, which will constitute a separate legal agreement between that other customer and Dynamhex.

By signing below the parties agree to this Order Form and the Customer Terms.

Dynamhex, Inc.

City of Prairie Village, KS

Sign: _____

Sign: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer Terms

These Customer Terms (the “Customer Terms”) apply to the use of dynmhx.io and all related apps and services that we offer to the Customer and its Users (the “Services”). By using the Services, the Customer is agreeing to these Customer Terms.

For clarity, all references to “us” (and similar words such as “we” and “our”) mean Dynamhex, Inc., a Delaware corporation (regardless if they are capitalized); and all references to “Customer” means the individual or organization that signed up for a Subscription through an Order Form.

Use of the Services

Order Forms, Subscriptions, & License to Use the Services

Subject to the Customer’s compliance with these Customer Terms, if a Customer purchases a subscription to the Services (a “Subscription”) using an order form (the “Order Form”), then we grant the Customer and individuals using the Services under that Subscription (the “Users”) a limited, non-exclusive, non-sublicensable, non-transferable, and revocable license to access and use the Services solely for their intended purpose, for the duration of the Subscription. However, each User must agree to the User Terms (available at dynmhx.io/user-terms) before they can use the Services. The phrase “Customer Terms” includes both the terms on this page and the Order Form. If the Order Form contains provisions that conflict with the terms on this page, then the provisions in the Order Form will control.

Provision of Services

We will use reasonable efforts to make the Services available to the Customer and its Users at all times during the Subscription, subject to scheduled downtime, which will generally not occur without prior advance notice to the Customer. Subject to the Order Form, we may add to, modify, or terminate, portions of the Services at any time for any reason.

Prohibited Uses

The Customer shall not directly or indirectly:

- Use the Services for any illegal purpose or in such a way that would violate another contract.
- Resell or otherwise make the Services available to third parties without our express permission.
- Use the Services in any way that may harm the Services, including without limitation using bots, scrapers, harvesters, or other automated systems.
- Take any action which constitutes reverse engineering, decompiling, disassembling, or otherwise attempting to discover the source code, object code, or underlying structure or algorithms, of the Services.
- Attempt to use the Services without our express permission after we have terminated the Customer’s right to use the Services.

Privacy Policy

Our privacy policy is available at dynmhx.io/privacy-policy (the “Privacy Policy”).

User Accounts

We may allow Users to create accounts (or we may create accounts for them) to use the Services. We may also allow the Customer to (or we may) establish different types of user accounts, each with unique permission sets. The Customer is responsible for everything which its Users do on the Services.

Application Program Interface (API) Terms

General

We may allow certain Customers and their Users to interact with the Services (including submitting, receiving, modifying, using, and displaying certain information and data from the Services) using their own application (an "Application"). Those Customers and their Users must comply with these additional API Terms while using the Application and our APIs. For clarity, for Customers and Users using our APIs, the term "Services" includes our APIs.

Usage Limitations

We may limit the amount or types of information and data which you may submit or receive using our APIs at any time, for any reason.

Data Restrictions

Although Customers may use their Application to interact with the Services, the Customer and its Users may not use any of our information or data which they obtain through that Application for any use not otherwise permitted by these Customer Terms or our user Terms.

No Assignment

Customers and their Users may not assign any of the rights we grant to them with respect to their Applications or our APIs without our prior and express written consent.

API Documentation

If we publish any additional API Documentation, then the Customer and its Users shall comply with all of that documentation at all times with respect to their use of our APIs, provided that the same does not conflict with the Customer's Order Form or these Customer Terms.

Suspension and Termination of API Access

We may suspend or terminate one or more of a Customer's or its Users' rights to interact with the Services using an Application and our API at any time, for any reason.

Payment Obligations

General

The Customer shall pay us all fees associated with the Customer's Subscription during the initial term and all renewal terms. Those fees will be described during the Customer's checkout process (or, if applicable, on the Customer's Order Form). All fees must be paid in advance, are non-cancelable, and non-refundable. All fees are exclusive of taxes and similar government assessments of every nature and form, all of which must be paid by the Customer and not us, except as otherwise provided below.

Additional Services

If the Customer requests additional services beyond those offered in the Customer's Subscription, then we may provide the additional services and invoice the Customer for the same. The Customer shall pay all undisputed payments in those invoices within 30 days of receipt. However, we will not provide any additional services without the Customer's prior and express written (including email) consent.

Interest

We may charge the Customer interest at 1.5% per month for any undisputed fees which are not timely paid in accordance with these Customer Terms.

Change to Fees

We may change the fees for the Services (and additional services) after the initial term by providing the Customer with written (including email) notice of the change at least 30 days prior to the expiration of the initial term or the then current renewal term.

Content & Intellectual Property

Our Rights

As between us and the Customer and its Users, we own and will continue to own the Services and all intellectual property rights related to the Services (including all copyright, moral rights, trademark and service mark (and related goodwill), trade secrets, and patent rights).

The Customer's Rights

As between us and the Customer and its Users, the Customer will own all Customer Content. "Customer Content" means all content uploaded to the Services by the Customer or its Users. Subject to the provisions in these Customer Terms, the Customer (on behalf of itself and all of its Users) grants us an irrevocable, worldwide, perpetual, royalty-free, sub-licensable, transferable, non-exclusive, license to access, store, use, process, copy, modify, distribute, display, perform, create derivative works from, and export, the Customer Content with or without attribution for the following purposes: (a) to provide, maintain, and update the Services; (b) to prevent or address service, security, support, and technical issues; (c) as required by law or these Customer Terms; and (d) as permitted by the Customer. The Customer represents and warrants that it has all rights to the Customer Content from all individuals and organizations required to allow it to grant that license to us.

Confidentiality

Non-Disclosure

We shall (a) take all reasonable measures to protect the confidentiality of the Customer's Confidential Information in our possession; (b) not disclose any of the Customer's Confidential Information to any third party except as permitted in these Customer Terms or as otherwise directed by the Customer; and (c) not use any of the Customer's Confidential Information except as permitted in these Customer Terms or as otherwise directed by the Customer.

We may, however, disclose the Customer's Confidential Information to our employees and contractors as required in the ordinary course of our business provided each recipient agrees to protect the Customer's Confidential Information in writing. Additionally, we may disclose the Customer's Confidential Information to the extent we are compelled to do so by law, provided we (a) take reasonable measures to maintain the confidentiality of the Customer's Confidential Information (for example, seeking a protective order); and (b) provide reasonable prior notice to the Customer to the extent legally permitted.

What is Confidential

"Confidential Information" means all of the Customer's information the Customer or its Users disclose to us under these Customer Terms that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information does not include information that: (i) we knew before disclosure under these Customer Terms; (ii) becomes public through no fault of us; (iii) we independently developed; or (iv) was rightfully given to us by another party.

Duration

Our confidentiality obligations in these Customer Terms will apply during the Customer's Subscription and will survive its termination for five years. These Customer Terms will not be used to limit or invalidate a party's rights under applicable trade secret laws.

Decision-Making

The Services may provide data and reports to Customers. However, we do not make any decisions regarding business or governmental affairs. Rather, it is solely up to each Customer to make their own decisions. We will not be liable for any such decisions. For more, please review the Warranties, Disclaimers, & Limitations of Liability provisions below.

WARRANTIES, DISCLAIMERS, & LIMITATIONS OF LIABILITY

All references to "us" (and similar words such as "we" and "our") in this section mean us and our parents, subsidiaries, affiliates, and licensors, and the owners, members, directors, officers, employees, contractors, and agents, of all of them.

- The Services are offered on an "as is" and "as available" basis "with all faults" without any representations or warranties of any kind.
- Without limitation, we do not represent or warrant that (a) the information on the Services is free from error; (b) the functionality of the Services will be uninterrupted, secure, or free of errors; (c) defects in the Services will be corrected; or (d) that the Services or the equipment the Services use are free of viruses.
- To the fullest extent permitted by law, we disclaim all representations and warranties (express, implied, and statutory), including the implied warranty of merchantability, the implied warranty of witness for a particular purpose, the implied warranty of noninfringement, title, accuracy of data and non-infringement, course of dealings, course of performance, and usage of trade, and also all liability for identity theft and other misuse of the Customer's identity or content.
- We do not vet content submitted by anyone using the Services and we do not represent or guarantee that any such content is truthful or accurate or that the Customer or any User will have any right to use that content.
- We do not warrant, endorse, guarantee, or assume responsibility for, any product or service advertised or offered by a third party on the Services, or for any other websites or applications which are linked to or referenced in the Services. If a Customer or User uses or purchases any such products or services, or if the Customer or User clicks on any such links, they do so at their sole risk.
- We will not be liable to the Customer, a User, or any third party, for any indirect, special, incidental, consequential, cover, or punitive damages (including lost profits or revenues, loss of data, loss of use, or costs of obtaining substitute goods or services), arising out of or in connection to the Services or any links provided on the Services.
- All limitations of liability in these Customer Terms will apply regardless of whether the Customer or User or the third party bases the claim on contract, tort, strict liability, or any other legal theory, and whether we knew or should have known about the possibility of such damages.
- All limitations of liability in these Customer Terms will apply even if a remedy fails of its essential purpose and to the fullest extent permitted by law.

- Any cause of action or claim which the Customer may have which arises out of or in connection to the Services must be brought (if at all) within one year after the cause of action or claim accrued. Otherwise, such cause of action or claim will be permanently barred.
- Subject to the limitations of liability in these Customer Terms: our liability to a Customer will not exceed the amount the Customer paid for the Services, and our liability to a User will not exceed \$100.

Some jurisdictions do not allow certain disclaimers, limitations of liability, and exclusions. To the extent such jurisdictions' laws are applicable to a Customer's or Users' use of the Services, such disclaimers, limitations of liability, and exclusions, will be limited to the extent required by the applicable law.

Indemnification

The Customer shall indemnify us and our affiliates and the respective owners, directors, officers, managers, employees, contractors, and other representatives of each (the "Protected Parties") against all reasonable expenses including attorneys' fees, costs, and damages of every kind (the "Losses") arising out of any suit, claim, investigation, or proceeding, related to any of the following actions or omissions of a Customer or its Users: the breach of these Customer Terms or any other agreement with us, the submission of content that violates third party rights or applicable laws, the violation of applicable law, in each case except to the extent that a Protected Party negligently or intentionally caused those Losses.

Termination

Initial Term

A Customer's Subscription begins on the start date in the Customer's Order Form and continues during the initial term described in the Order Form.

Renewals

All Subscriptions automatically renew on an annual basis after the expiration of the initial term.

Termination

A Subscription may not be terminated early except as provided in these Customer Terms.

Non-Renewal

Either party may terminate a Subscription at the end of the then current term by providing written (including email) notice of non-renewal at least 30 days before the end of the then current term.

Termination for Cause

If we breach any of our material obligations in these Customer Terms and we fail to cure the breach within 10 days of receiving written notice of the breach from the Customer, then the Customer may immediately terminate its Subscription by providing written notice to us (including email).

If the Customer or any of its Users breach any of their material obligations in these Customer Terms (including non-payment of fees) or any agreement between us and the Customer or any agreement between us and the Customer's Users, then we may immediately terminate the Customer's Subscription by providing written notice to the Customer (including email).

Force Majeure

A party will not be liable for any delay of its obligations in these Customer Terms due to events beyond its reasonable control, including without limitation denial-of-service attacks, a failure by a third-party hosting

provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental actions.

Survival

All provisions in these Customer Terms which by their nature should survive termination of these Customer Terms will survive the termination.

Miscellaneous

Entire Agreement

These Customer Terms set forth the complete and entire agreement between the Customer and us relating to the subject matter in these Customer Terms and supersede all other discussions, negotiations, proposals, and agreements, whether oral or written, previously discussed or entered into, by the Customer and us relating to the subject matter in these Customer Terms.

Waiver

The failure or delay by a party to exercise any right or remedy in these Customer Terms shall not operate as a waiver of the same. The waiver by a party of a breach of any provision in these Customer Terms shall not operate as a waiver of any subsequent breach. A waiver shall not be effective unless and until it is in written form and signed by the waiving party.

Severability

Each provision in these Customer Terms will be treated as separate and independent of the other provisions. Accordingly, if a court with competent jurisdiction declares a provision unenforceable, then the parties will request the court to amend the provision to the minimum extent necessary so that it remains enforceable. If such amendment is not possible, then the parties will deem the unenforceable provision removed from these Customer Terms but continue to comply with the remaining provisions.

Assignment

The Customer may not assign its rights or obligations in these Customer Terms to any third party without our prior consent. We may assign our rights and obligations in these Customer Terms without limitation.

Governing Law & Jurisdiction

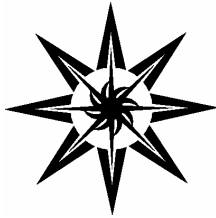
Our provision of the Services, the Customer's and its Users' use of the Services, these Customer Terms, and our Privacy Policy, will all be governed by and construed in accordance with the laws of Kansas excluding its conflict of law principles. If a dispute arises between the parties related to any of the foregoing, and if the dispute is not subject to the arbitration provisions above, each party consents to jurisdiction in, and the exclusive venue of, the state courts in Johnson County, Kansas, or if applicable, the U.S. District Court having jurisdiction over that county.

Power to Amend These Customer Terms

We may amend these Customer Terms at any time, for any reason, by providing notice to the Customer. The Customer's continued use of the Services after the amended Customer Terms are delivered to the Customer constitute the Customer's acknowledgment and agreement to the amended Customer Terms. However, to the extent the amended Customer Terms materially alter the Customer's rights or obligations in these Customer Terms (a "Material Amendment"), the amended Customer Terms will become effective 30 days after the amended Customer Terms are delivered to the Customer. Notwithstanding anything contrary in these Customer Terms, if we make a Material Amendment, then the Customer may terminate its Subscription (and corresponding Order Form) within those 30 days by providing written notice (including email) to us.

Contact

Except as otherwise required in these Customer Terms or by law, all notices and communications which the Customer may send to us should be sent to hello@dynamhx.io.



PUBLIC WORKS DEPARTMENT

Council Meeting: September 21, 2020

COU2020-45 CONSIDER POOL REPLASTER PROJECT - LEISURE AND WADING (BG850002) CHANGE ORDER #1

RECOMMENDATION

Move to approve construction change order #1 with KC Gunitite for the Pool Replaster Project - Leisure and Wading (BG850002) for \$66,850.

BACKGROUND

On January 6th, the Governing Body awarded the Pool Replaster Project to KC Gunitite. The work entailed removal of the plaster surface and re-application along with some minor improvements such as replacing tile and drain grates.

One improvement made at the pools was the removal of the small 2" x 2" tiles at the pool edge line. These small tiles and the extensive grout lines were a maintenance issue which could easily be corrected by removing the tile and extending the new plaster surface to the top edge of the pool.

Upon finish of the wading pool and refilling it for cure of the plaster, it was discovered that the removed tile had been used by the previous contractor to the level of the water in the wading pool. Using the tile to control water level appears to be a construction fix as the original plans do not call for this. This unknown situation requires us to perform additional work to the wading pool to level off the water and ensure lapping action on all sides for draining purposes as it was designed. The change also requires new grates around the perimeter of the pool.

The change order includes all the work to make this change and will be completed in the spring prior to pool opening.

This change order will bring the contract total to \$392,840.

FUNDING SOURCE

The CIP project Pool Replaster (BG700002) was established with \$450,000 in funding so there is adequate funding in the project for this change order.

ATTACHMENTS

1. Construction Change Order #1 with KC Gunitite.

PREPARED BY

Melissa Prenger, Senior Project Manager

September 16, 2020



CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT
CONSTRUCTION CHANGE ORDER NO. 1

City's Project: BG850002 Pool Replaster - Leisure and Wading
 Date Requested: Sept 21, 2020 Contract Date: Jan 6, 2020
 Consultant's Name: N/A Contractor's Name: KC Gunite

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	\$0.00	LS	CONCRETE CAPS ON WADING POOL	LS	\$66,850.00	\$66,850.00
			NEW HDPE GRATES			
			PLASTER RE-APPLICATION			

TOTAL

TOTAL
 NET Increase

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

This change is due to additional work needed to modify the elevation surrounding the pool after replastering was complete. The old tile was used to control the elevation of the water was unknown so this change order is for the work to correct the elevations around the edge of the pool and to provide new grates.

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

	Contract Value	Contract Days
Original Contract	\$325,990.00	
Current Contract including previous Change Orders	\$325,990.00	
NET This Change Order	\$66,850.00	
New Contract Price	\$392,840.00	

 Contractor
 KC Gunite

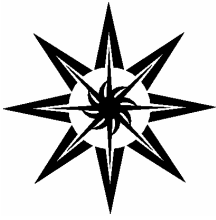
 Date

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

 Date

 Eric Mikkelson, Mayor
 City of Prairie Village, KS

 Date



MUNICIPAL COURT

City Council Meeting Date: September 21, 2020

Council update regarding Collection Bureau of Kansas, Inc. (CBK) for collecting outstanding court fines and fees

BACKGROUND

In 2018, the City Council agreed to enter into an agreement with Collection Bureau of Kansas to collect outstanding court fines and fees. This agreement was brought forward at the request of our municipal judges in order to reduce the cycle of additional fees on adjudicated cases, reduce the liability to the City, and alleviate the perception of “debtor’s prison” – which can occur if a defendant ends up having a warrant issued for failure to appear in court as a result of not being able to pay a fine.

The collection process has been positive and staff continues to see the benefits. We have alleviated approximately 500 warrants. This is a savings not only to our defendants and municipal court, but also for the Police Department and the JOCO jail by limiting the need for transporting and housing defendants. The process has saved defendants over \$50,000 in warrant fees and potential jail fees. Since the collections process began in 2019, over \$6,000 has been collected. Staff looks forward to the continued partnership with CBK in future years.

ATTACHMENTS

- Presentation
-

Prepared By:

Deana Scott

Court Administrator

Date: September 16, 2020

Prairie Village

MUNICIPAL COURT

Collections Update

Background

2018

- Council Approved CBK for court Collections to:
 - alleviate warrants issued for failure to appear on show cause hearings (fines due)
 - reduce liability to the City
 - reduce additional fees on adjudicated cases

Positive Outcome

- Approximately 500 warrants alleviated
- Saved defendants over \$50,000 in warrant fees and potential jail fees
- Collected over \$6,000
- Reduced staff time for the Police Department, JOCO Jail, and Court

Due to restricted access to City Hall, most meetings will be held virtually. Please continue to check <http://pvkansas.com> for access details.

MAYOR'S ANNOUNCEMENTS
Monday, September 21, 2020

Diversity Task Force	09/22/2020	6:30 p.m.
Environmental Committee	09/23/2020	5:30 p.m.
City Council Work Session	09/28/2020	6:00 p.m.
Tree Board Fall Seminar	09/30/2020	7:00 p.m.
City Council	10/05/2020	6:00 p.m.
Planning Commission	10/06/2020	7:00 p.m.

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INFORMATIONAL ITEMS
September 21, 2020

1. Arts Council minutes - September 9, 2020

PRAIRIE VILLAGE ARTS COUNCIL | MEETING MINUTES

Zoom

Wednesday, September 9th, 2020

5:30 P.M.

PLANNING COMMITTEE AS A WHOLE

EVENT REPORTS

Art of Photography 2020 Shelly Trewolla, AOP curator, let us know that the winners had all been notified and were variations of pleased, surprised, and grateful. She sent Barb Fisher, city staff, all the winners with award values, and checks have been cut and mailed along with the certificates. Dan did not get to the video with the juror talking about how she selected the winners. It was discussed whether it was still worth it to do it or not, since the show is complete now, and Dan indicated it might still be nice to have for website content. The ball is in his court to decide whether or not to do this project.

PLANNING

October State of the Arts Show Daniel Andersen, SotA curator, did not get around to publishing the Call for Entry on CaFE last month. We discussed a new timeline for the show:

- Dan to write and publish mid-September
- **Call to be open through mid-October (10/16)**
- Allow one to two weeks to Judge (10/16-10/30)
- Allow two weeks for getting online and marketing plan execution (10/31-11/12)
- **Second Friday Show Launch online - 11/13**
- Allow another week for People's Choice voting (11/13-11/20)
- **Announce Winners by the Monday of Thanksgiving Week (11/23)**

We also scheduled a CaFE online cross training meeting for Friday, Sept. 11th at 4:00 p.m.. Shelly offered to write the text for the call, and Kathy offered to proofread.

Current & Alumni Arts Council Member Art Show. This is a new idea from Shelly to fill the gallery walls with art during this time of COVID-19. Shelly and Jessie will curate. Details TBD.

MARKETING

Marketing/Website Julie Hassel & Al Guarino updated that there was no marketing committee meeting in August, and no activities due to much travel.

Constant Contact vs. Send Grid We talked more about this topic. We didn't have the pros/cons bullet point list or the price comparisons. Send Grid is already live at the same time as Constant Contact, so we're going to have a charge, even though we haven't had the info to vote on this yet. Julie H. is going to arrange a meeting with the marketing committee (Julie, Al, Dan, Paul & Maddie) and David Tai so Maddie can ask him her questions to make sure we'll still be able to manage our own eblasts easily like we do currently in CC, as well as other questions discussed.

Public Art Content on Website Jessie updated us that she's waiting on Dan to send her the inventory to get her started. During the meeting, Shelly sent it to her, so she'll get started soon.

Other Arts Initiative Ideas during COVID-19

- Al is going to do the write up on Ada Koch's (former Arts Council member) recent show now instead of Sherrod, and hopes to get to it ASAP.
- Jessie finished her draft blog post about how art teachers are going back to school. She will send it to Julie Hassel to upload.
- Diversity (Bonnie) - No update
- Social Campaign (Maddie) - Since there was no marketing meeting, no update.
 - Walking Tour of public art in PV with QR codes linking back to artspv.org posts.
- Coloring Book (Julie F.) - No update since Julie F. wasn't present.

Having concluded the Planning Committee as a Whole, the meeting was adjourned at 6:15 P.M.

BUSINESS MEETING

Our chairperson, Bonnie Limbird, called this evening's meeting to order at 6:15 pm. Council members present via Zoom were Dan Andersen, Betsy Holliday, Sherrod Taylor, Al Guarino, Julie Hassel, Shelly Trewolla, Sheila Evans, Jessie Cartwright, Nancy Maxwell, Maddie Kamphaus, Kathy Clark, Ron Nelson, and Bonnie Limbird.

After **Roll Call**, the **Agenda** was unanimously approved with adding one item to approve one month of Send Grid until a final decision can be voted on. Shelly Trewolla made the motion and Nancy Maxwell seconded.

The **Consent Agenda** was unanimously approved after a motion by Daniel Andersen and a second by Kathy Clark.

- a. Approval of the July 2020 meeting summary.
- b. Canceled November and December 2020 shows due to continuing COVID-19 issues.
- c. Will not issue invitations for 2021 shows so that we can display 2020 shows that were canceled this year.

City Council Report – Noise ordinance update.

A discussion of the **2020 Budget Update** included an updated report, and Bonnie reminded everyone that any receipts from AoP need to be turned in by September 30th. The \$200 check to Erin Woodworth from SotA 2019 is still uncashed. Dan said again that he would contact her and notify Jamie Robichaud, Deputy City Administrator and Arts Council staff liaison, of the status.

Dan didn't close out the AoP sales on August 31st, so he will do that ASAP, then print out the ledger, and have a check cut from FlipCause.

David Tai went over his retainer hours in August by 10 hours. His hourly rate is \$80, so there will be an invoice coming for that overage. That will come out of the AoP budget.

Old Business

Dan Andersen moved that we **publicize an outdoor/porch concert** that Sheila is organizing for her chamber group, location/date TBD. Kathy seconded the motion. Maddie Kamphaus noted that we should be cautious about too much involvement considering JazzFest was cancelled. This concert will be much smaller, but Bonnie will run the idea by city staff. The motion passed.

New Business

Dan Andersen moved that we approve one payment of **one month of Send Grid** for less than \$100 for SotA until we can make a final decision. Betsy seconded the motion, and the motion passed.

Dan Andersen moved to approve a new event, the **Current & Alumni Arts Council Member Art Show**, during this interim when we can't have our regular shows. Al Guarino seconded, and the motion passed.

Announcements

Shelly updated us that JCPRD has sent out a Request for Proposal (RFP) for an owner's representative to manage the acquisition of the new art for JCPRD's Art in the Parks program. This committee meets every other month, so she won't have an update every time the Arts Council meets.

There being no further items on the business meeting agenda, Nancy moved and Dan seconded to close the meeting. Bonnie adjourned the business meeting at 6:42 PM.

END