

CITY OF PRAIRIE VILLAGE

August 5, 2013

Council Committee Meeting 6:00 pm

City Council Meeting 7:30 pm



**COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
August 05, 2013
6:00 PM**

AGENDA

DALE WARMAN, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

- *COU2013-24 Consideration of a network services and cooperation agreement and related agreements with Google Fiber Kansas, LLC
Katie Logan
- *COU2013-25 Consider authorization of the use of \$5,000 in contingency funds to be used for Contract Service - Weed and Grass Abatement
Dennis Enslinger
- *COU2013-26 Consider Bid Award for Highway Rock Salt
Keith Bredehoeft

***Council Action Requested the same night**

SUMMARY OF GOOGLE AGREEMENTS

NETWORK COOPERATION AND SERVICES AGREEMENT ("NSA")

Contemplates that Google will deploy a 1 gigabit capable fiber network ("Fiber Network") to sell high-speed broadband and video services within separate areas of Prairie Village designated as "Fiberhoods". Google may also construct a WiFi network ("WiFi Network") within limited sections of Prairie Village that may be used for public WiFi access and subsequently for commercial purposes. **Google has no obligation to deploy either a Fiber Network or a WiFi Network in all or any part of Prairie Village.**

Google acknowledges that prior to Network deployment, it will obtain a video service authorization from the Kansas Corporation Commission to provide services in Prairie Village, and that it will be bound by the Kansas Video Franchise Act, which mandates the form of Video Service Provider Agreements between cities and video service providers. Under the Act, video service providers must pay a franchise fee on video service revenues in the amount required by the City, not to exceed 5%, and must comply with the City's right of way ordinances.

The City currently has Video Service Provider Agreements with AT&T, Time Warner and SureWest. Only AT&T and Time Warner have deployed video services in Prairie Village.

1. Google's "Obligations"

- a. Google will use "commercially reasonable efforts" to provide to such public facilities as City and Google agree, without charge for such services: (i) up to 1 Gigabit capable broadband Internet services through the Fiber Network ("City Broadband Services"), and (ii) public WiFi access through the WiFi Network ("City WiFi Services"). Google would not agree in advance to any minimum # of public facilities, so could be a single facility. Google retains the right, in its sole discretion, to deliver the free services to a particular public site or alternative public site.
- b. Timing of City Broadband Services: "As soon as reasonably practicable" following the date Google completes deployment of Fiber Network services in the "Fiberhood" where the agreed public site is located.
- c. Timing of City WiFi Service: None.
- d. Term of free City Services: 10 years from date of NSA [Google would not agree to 10 years from date of deployment]. After term expires, any continuing services to public facilities at then commercial rates.

2. City's "Obligations"

- a. Expeditiously review applications and permits and conduct required inspections.
- b. Provide access to public right of way and to City owned conduit and structures pursuant to a separate Structure Attachment Agreement, discussed below.

- c. Make available to Google certain public map and address data.
- d. Observe Google confidentiality and intellectual property rights, subject to Kansas Open Records Act and Kansas Open Meetings Act.

3. Other

- a. Parties will enter into Structure Attachment Agreement, discussed below, concurrently with NSA, and will enter into License Agreement, discussed below, in form attached, if Google determines that it is necessary to locate a HUT, described below, on City property.
- b. Either party may terminate the NSA upon 60 days prior notice, but termination of the NSA does not terminate the two agreements described below.
- c. City retains all rights, privileges and immunities under the Kansas Tort Claims Act, Cash Basis Law, Budget Law, and immunity from punitive damages under Kansas law generally.

**STRUCTURE ATTACHMENT AND CONDUIT OCCUPANCY AGREEMENT
("Structure Attachment Agreement") (NSA Exhibit A)**

Governs ability of Google to locate its fiber and equipment in City owned conduit (City does not currently have any conduit, but may install conduit in connection with future street work, including 75th Street) and on City owned structures, including towers or city owned street lights (City does not currently own any street lights). By agreement, the existing tower behind City Hall is excluded.

1. License to Occupy. City gives Google a nonexclusive license to occupy conduit and structures (buildings, light poles and other structures and improvements).

2. Rent

- a. City may charge Google a fee to occupy conduit – to be agreed by parties – if not agreed, subject to dispute resolution.
- b. As long as Google is providing free Fiber Network and WiFi Network services to the mutually agreed public facilities, City agrees that Google may occupy city structures with WiFi attachments for free, and may use electricity if available on city structure, such as street lights, also for free, without reimbursing the City the cost of same.

3. Make Ready Work

- a. Make ready work required by Google. Google must engage a contractor approved by City, or if City agrees, use City personnel, to perform work to make the conduit or structure “ready” for installation of Google’s equipment. City to maintain a list of approved contractors.

- b. Make ready work required by others. If make ready work affecting Google equipment required by third parties, cost of that make ready work paid for by those third parties.

4. Maintain Conduit and Structures

- a. City, at its sole cost and expense, is required to maintain conduit and structures occupied by Google in a “reasonably safe and serviceable condition, and subject to the right to abandon same, replace or repair if become defective.”
- b. City may abandon conduit or structures, and Google must remove equipment, or City may sell the abandoned conduit or equipment to Google.

5. Other:

- a. Summary Indemnifications:
 - i. Google indemnifies City against claims for injury, death or property damage resulting from the negligence of Google’s personnel or contractors in performing, or failing to perform, their duties under the agreement (includes make ready work done by Google and Google installation and occupancy of its equipment in conduit and on structures).
 - ii. The City indemnifies Google against claims for injury, death or property damage resulting from the negligence of the City’s personnel or contractors in performing, or failing to perform, their duties under the Agreement (this would include maintenance of conduit and structures occupied by Google and any make ready work City performs) and claims arising from failure of City or third parties to comply with safety codes with respect to attachments of City or third parties.
 - iii. Limitation of City indemnities: “to extent permitted by law” and Kansas Tort Claims Act.
- b. Google and City to maintain general liability insurance covering their respective “operations” under the Attachment Agreement, i.e. ownership, use and maintenance of conduit and structures. Google is also required to name the City as an additional insured.
- c. City retains all rights, privileges and immunities under the Kansas Tort Claims Act, Cash Basis Law, Budget Law, and immunity from punitive damages under Kansas law generally.

NSA and Structure Attachment Agreement to be executed at this time if approved by the Governing Body.

LICENSE AGREEMENT (NSA Exhibit B)

Governs ability of Google to locate “Utility Equipment and Fiber Housing” or so-called “HUT” structures, on City owned property. A HUT houses equipment necessary for Fiber Network services. The “HUT” structures may be as large as a tractor trailer.

1. General Provisions

- a. City grants Google a license to place one or more HUT structures, and related cable and conduit, on one or more mutually agreed City properties.
- b. Placement of these structures is subject to applicable City Zoning Regulations.
- c. Google bears all costs to install and maintain.

2. Rent

As long as Google is providing free City Broadband Services, fee for use of City property is \$1.00 per year. If free service ceases, fee for license to use City property to be mutually agreed, and if cannot agree determined by dispute resolution.

3. Applicability

Google advises that HUTS may not be required within the boundaries of all cities. The License Agreement will be executed in the future (a) if one or more HUTS are required in PV, and (b) if a location or locations are mutually agreed.

Competitively Neutral Requirement.

Section 1.04 of the Structure Attachment Agreement requires the City to give to Google the benefit of “more favorable” provisions given to other “attachers” to its structures and conduits. Google would not agree to eliminate this provision for the stated reason that such treatment is required by law in any event. (Google also would not agree to a reciprocal provision in favor of the City.)

Under both federal law and Kansas law, the City requirements of video and broadband service providers relating to compensation and use of the public right-of-way must be applied in a competitively neutral and non-discriminatory basis.

If the above agreements are approved, other video and broadband services providers may seek the same agreements from the City, at least insofar and they relate to use of conduit or structures in the public right-of-way.

NETWORK COOPERATION AND SERVICES AGREEMENT

This Network Cooperation and Services Agreement (the "Agreement") is entered into this ____ day of _____, 2013 (the "Effective Date") by and between the City of Prairie Village, Kansas, a municipal corporation duly organized in accordance with the laws of the State of Kansas, acting by and through its duly authorized designee ("City") and Google Fiber Kansas, LLC, a Kansas Limited Liability Company with its principal place of business at 1600 Amphitheater Parkway, Mountain View, CA 94043 ("Network Provider"), on behalf of itself and its subsidiaries (collectively, the "parties" and each, individually, a "party").

RECITALS

A. Network Provider has announced plans to build and operate fiber networks in one or more cities in the United States, in an effort to improve Internet access in such cities, to foster new high-speed applications, and to introduce new methods of delivering video services.

B. Based on the multiple factors considered by Network Provider, including the City's goals identified below, Network Provider has selected the City as a location to construct and deploy a fiber network.

C. Prior to Network deployment, Network Provider will be granted a state-issued video service authorization by the Kansas Corporation Commission pursuant to the Kansas Video Franchise Act, K.S.A. 12-2003 et seq. (the "Act"), to which Network Provider agrees to be bound, and which gives Network Provider access to City rights of way, subject to the City's Right of Way Ordinance.

D. The City has a direct interest in improving the quality of life of its citizens through improvements to essential infrastructure and services within its boundaries and recognizes that improved access to high-speed broadband and video services would provide substantial value to the City and its citizens.

E. The City regularly enters into agreements with third parties that will improve the quality of life in City.

F. Network Provider wishes to document certain understandings with the City to support Network Provider and to enable Network Provider to efficiently construct and deploy the Network.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be bound, hereby enter this Agreement as set forth below:

1. Design and Construction of the Network.

1.1. **Network Description.** Network Provider intends to design, construct and install an up to 1 Gigabit capable fiber network (the "Fiber Network") within the geographic boundaries of the City of Prairie Village, Kansas (the "Market Area"). Concurrent with or following completion of the Fiber Network, Network Provider may then design, construct and install a WiFi network (the "WiFi Network") within the Market Area. The terms "Fiber Network" and "WiFi Network" shall sometimes be collectively referred to as the "Network." In the event Network Provider is able to successfully construct the Fiber Network within the scope of its defined plans and objectives, Network Provider intends to utilize the Fiber Network for commercial purposes to sell and provide various broadband and video services to residents within Market Area (the "Services"). Subject to Network Provider's discretion to construct the WiFi Network, Network Provider may decide to deploy the WiFi Network within limited sections of the Market Area that may be used for public WiFi access and subsequently for commercial purposes.

1.2. **Network Design and Construction.** Network Provider will design and construct the Network in compliance with all applicable regulatory and permitting requirements and processes. Network Provider intends to use various construction techniques, which may include, but are not limited to, the following: (i) traditional open trench or boring; (ii) slot cut micro-trenching or trenching and boring; (iii) fiber attached to buildings or aerial structures; and (iv) installation of fibers within existing utility infrastructure. City agrees to cooperate with Network Provider and to review these and any other reasonable construction methods proposed by Network Provider, all in accordance with all applicable laws, statutes and/or City ordinances and regulations in effect from time to time relating to the use and occupancy of the public right of way and all applicable regulations and ordinances and the City's standard processes and practices generally made available to all service providers (the "Right of Way Regulations"). Construction and other work related to the Network may be completed by independent contractors and representatives engaged by Network Provider.

1.3. **Network Deployment and Fiberhoods.** Network Provider intends to define separate geographical areas within the Market Area (each, a "Fiberhood") based on its Network design and construction plans. Following construction of the Network, Network Provider will identify the specific Fiberhoods where the Network may first be deployed and then schedule such deployment to residents within such Fiberhood. Deployment of the Network and Services within a Fiberhood shall enable Network Provider to offer to each resident of single family homes and units within multiple-family dwelling units the opportunity to purchase Services for standard fees established by Network Provider. The Services will be provided to subscribing residents pursuant to the terms of Network Provider's standard terms of service for the Service ("Terms of Service"). Although it is Network Provider's present intent to complete construction of the Network and deploy the Services throughout various Fiberhoods within the Market Area as soon as reasonably practicable, Network Provider's plans are subject to change due to various business and market considerations and could result in delay, deferment or complete cancellation of the project in Network Provider's sole discretion.

1.4. **Commitment to Provide Services to Public Facilities.**

1.4.1. **Scope of Public Services.** At such time as Network Provider installs a Fiber Network in City, Network Provider will use commercially reasonable efforts to provide the following services to the City without charge for the Service Term (defined herein): (i) up to 1 Gigabit capable broadband Internet services through the Fiber Network to various public facilities approved by the City and Provider (the "City Broadband Services") and (ii) subject to Network Provider's decision to deploy the WiFi Network, public WiFi access through the WiFi Network within a limited number of areas open to the public (the "City WiFi Services"). City agrees and acknowledges that the City Broadband Services will be the same as those broadband services to be provided to residential customers and are solely intended to supplement any broadband and similar services that are currently provided or otherwise may be required for any Public Site (as defined below). The City Broadband Services may not be used for any emergency or mission critical services or functions. The City understands and acknowledges that Network Provider's Network construction plans will be based on optimal deployment of the Network to serve residential users and shall generally not be changed to accommodate the City Services. The City Broadband Services and City WiFi Services may be referred to collectively as the "City Services."

1.4.2. **City Broadband Services.** Network Provider shall use commercially reasonable efforts to provide City Broadband Services to a limited number of other public facilities to be mutually agreed upon by the City and Network Provider based on a list of proposed sites created by the City ("Public Sites"), each of which shall be subject to the conditions and requirements set forth below. The Public Sites shall primarily be public or non-profit facilities that provide access and services directly to citizens. Each Public Site shall be subject to reasonable acceptance of Network Provider during the design and construction of the Fiber Network based on (i) the proximity of the Fiber Network to each public site within a Fiberhood; and (ii) reasonable technical requirements and cost considerations as determined by Network Provider. In the event Network Provider determines at any time that delivery of City Broadband Services to any Public Site is not feasible for any reason, Network Provider shall notify the City and the parties shall meet and attempt in good faith to identify a mutually satisfactory solution to enable Network Provider, in its sole discretion, to deliver services to any specific Public Site or an alternative Public Site. The City shall be responsible for any drop costs for each Public Site and other construction and upgrade costs related to each Public Site that may be required to enable a Public Site to receive the City Broadband Services, provided City has approved such costs in advance.

1.4.3. **WiFi Networks Inside of Public Sites.** The City either currently operates or may wish to install and operate a WiFi network inside each of the Public Sites that will receive City Broadband Services. The City acknowledges that Network Provider may offer products and services required to deploy and operate WiFi networks within such Public Sites. In the event Network Provider offers such products and services the City shall meet with Network Provider and reasonably consider deploying Network Provider's WiFi network solution at each Public Site pursuant to terms and conditions mutually agreed upon by the parties.

1.4.4. City Public WiFi Services. In the event Network Provider decides to construct a WiFi Network, Network Provider shall use commercially reasonable efforts to deploy the WiFi Network within a limited number of publicly accessible areas within the Market Area to be agreed upon by the City and Network Provider, based on a list of proposed areas created by the City (“WiFi Areas”) which shall be subject to the conditions and requirements set forth below. Each WiFi Area shall be subject to reasonable acceptance of Network Provider during the design and construction of the WiFi Network based on (i) the design and proximity of the Network to each public area; (ii) related market research conducted by Network Provider; and (iii) reasonable technical requirements and cost considerations as determined by Network Provider. The City shall be responsible for any construction and make ready costs related to any City or other infrastructure within the WiFi Area that may be required to enable Network Provider to install and operate the equipment for the City WiFi Services, provided City has approved such costs in advance. In the event Network Provider determines that delivery of City WiFi Services to any WiFi Area is not feasible due to technical or cost considerations, Network Provider shall notify the City and the parties shall meet and attempt to identify a mutually satisfactory solution to enable Network Provider to deliver services to any specific WiFi Area. The City agrees and acknowledges that Network Provider may decide to not construct the WiFi Network or begin or complete the design, construction or deployment of the WiFi Network until it has fully completed construction and deployment of the Fiber Network. Following deployment of the WiFi Network within the initial WiFi Areas, as described above, Network Provider may, in its sole discretion, deploy the WiFi Network within other WiFi Areas throughout the Market Area in accordance with the terms of the applicable Attachment Agreement (as defined in Section 2.3 of this Agreement).

1.4.5. Terms of City Services. Network Provider agrees to begin deployment of the City Broadband Services as soon as reasonably practicable following the date Network Provider completes deployment of the Services in the Fiberhood where the applicable Public Site is located. The City Services shall be provided for a maximum term of ten (10) years from the Effective Date of this Agreement or until this Agreement is terminated in accordance with its terms (the “Service Term”). Any City Services delivered by Network Provider shall be provided in accordance with Network Provider's standard practices and shall be subject to Network Provider's then applicable Terms of Service, subject to any reasonable changes that may be required by applicable law or agreed upon in writing by Network Provider and the City. Following expiration of the Service Term, to the extent Network Provider continues to generally operate the Network and deliver Services in the Market Area, City may elect to continue to receive broadband and WiFi services from Network Provider at its then current rates for comparable commercial services, subject to mutual written agreement of the City and Network Provider.

2. City Support and Commitments.

2.1. Permit Processing and Inspections.

2.1.1. Permit Processing. The City will provide diligent and expeditious review and determinations of all applications for permits submitted by Network Provider in connection with the Network, including requests for any approvals necessary for construction, maintenance

or other work within City's rights-of-way and easements or related to access to City's assets or infrastructure, all in accordance with all applicable regulations and ordinances and the City's standard processes and practices generally made available to all third parties.

2.1.2. **Inspections.** In order to facilitate and ensure continuity and efficiency of inspections, the City will designate qualified and knowledgeable inspectors, with the authority to inspect all construction, maintenance and related work in connection with each applicable permit to be issued by the City. The City will use commercially reasonable efforts to ensure that all such inspections are completed in an expeditious manner in accordance with applicable ordinances and the City's processes and practices made available to all third parties.

2.2. **Rights of Way, Easements and Infrastructure for Construction.** The parties agree that the Network Provider is subject to the City Right of Way Regulations and that the Network Provider will have access in accordance with its legal authority to applicable assets and infrastructure of the City, including, without limitation, City rights-of-way, conduit, and easements, to the extent such assets or infrastructure are available and are determined by the parties as reasonably necessary or desirable for the Network (collectively "City's Right-of-Way Assets"). Any use of City utility poles, street lights, traffic signals and similar infrastructure will also be subject to the terms of the Structure Attachment and Conduit Occupancy Agreement as defined and referenced in Subsection 2.3 below. The City will use good faith efforts to make the City's Right-of-Way Assets available to Network Provider upon request. Pursuant to Network Provider's legal authority under the City Right of Way Regulations, the City will allow Network Provider and its contractors to have access to and to perform construction and other work related to the Network within the City's Right-of-Way Assets. Network Provider will have immediate access to the City's Right-of-Way Assets in the event of an emergency situation.

2.3. **Pole and Infrastructure Attachment Agreements.** The City agrees and acknowledges that Network Provider will need certain additional rights to (i) place and maintain cables, equipment and facilities within the Market Area and install such fiber and WiFi cables, equipment, and facilities on various City-owned or controlled utility poles, street lights, traffic signals and similar infrastructure; and (ii) place and maintain small structures to install equipment huts on certain real property sites owned by the City to be used by Network Provider for operation of the Fiber Network (each, a "Network Hut"). Network Provider's rights are subject to the use rights and related obligations related to the Fiber Network and the WiFi Network as set forth in the Structure Attachment and Conduit Occupancy Agreement, a copy of which is attached hereto as **Exhibit A** (the "Attachment Agreement"). Network Provider agrees and acknowledges that the Attachment Agreement provides Network Provider with its legal authority to use certain City-owned or controlled utility poles, street lights, traffic signals, underground conduit, and similar infrastructure. The City and Network Provider agree that the placement and use of each Network Hut by Network Provider shall be subject to the terms and conditions of a license agreement to be signed by both parties (the "License Agreement"), substantially in the form attached hereto as **Exhibit B**.

2.4. **Map Data and Valid Address Data.** The City agrees and acknowledges that Network Provider will require certain map data and address data in order to begin and complete construction and deployment of the Network. To the extent in City's possession, the City agrees

to promptly provide Network Provider with publicly available map and address information in reasonable form requested by Network Provider, and such other similar publicly available information reasonably requested by Network Provider from time to time ("Map and Address Data"). The Map and Address Data shall not include resident names or other personally identifiable information. Network Provider shall pay reasonable fees generally assessed to third parties for copying or data reproduction for Map and Address Data provided to Network Provider to the extent that Network Provider has approved such costs in advance. Network Provider agrees and acknowledges that the City may only provide Map and Address Data in accordance with applicable law, regulations and ordinances and the City's standard processes and practices generally made available to all third parties.

2.5. Public Outreach. Network Provider intends to independently promote and market the Network within the City. In addition to managing efforts to inform City residents about proposed activities in the City's rights of way related to the Network build-out, the City may participate in non-marketing educational programs for local residents concerning the build-out and deployment of the Network and the potential resulting impacts on the community. The City's outreach shall be conducted in accordance with applicable law and its common practices and may include, direct mailings, community meetings, and other means of communication. Use and distribution of Network Provider's name and marks shall be subject to Network Provider's prior written consent, which consent may be withheld in Network Provider's sole discretion. Use and distribution of City's name and marks shall be subject to City's prior written consent, which consent may be withheld in City's sole discretion.

2.6. Project Announcement. The City and Network Provider will cooperate on a joint publicity and public relations initiatives related to the announcement of the Network (the "Public Announcement"). The City agrees that it shall not, prior to the Public Announcement, issue any press releases or make any public announcements related to the Network without the prior written consent of Network Provider, which consent may be withheld in Network Provider's sole discretion.

2.7. Fees and Charges. Except for and for so long as the Network Provider provides the consideration contemplated by this Agreement and pays: (i) any applicable franchise fees; (ii) fees pursuant to Right of Way Regulations; (iii) fees and other costs to be paid by Network Provider under the Attachment Agreement; and (iv) any fees under the License Agreement, the City agrees that it shall not impose on Network Provider any other fees or charges for the City's support and services described in this Section 2 above, all in accordance with applicable ordinances and the City's common processes and practices made available to all third parties.

3. Intellectual Property Rights. Network Provider shall be the owner of and will retain all Intellectual Property Rights (as defined below) created, conceived, prepared, made, discovered or produced in connection with the Network and Services. "Intellectual Property Rights" means worldwide common law and statutory rights associated with (i) patents and patent applications; (ii) works of authorship, copyrights, copyright applications, copyright registrations and "moral" rights; (iii) the protection of trade and industrial secrets and confidential information; (iv) trademarks, service marks, slogans, logos, sound marks, motion marks, trade dress, domain names, trade names, corporate names, or indicia (v) other proprietary rights relating to intangible

intellectual property (specifically excluding trademarks, trade names and service marks); (vi) analogous rights to those set forth above; and (vii) divisions, continuations, renewals, re-issuances and extensions of the foregoing (as applicable), including all foreign counterparts of the foregoing, now existing or hereafter filed, issued or acquired.

4. Confidentiality.

4.1. Confidential Information. Subject to Sections 4.3 and 4.4 hereof, the term "Confidential Information" shall include all written and verbal communications between the parties and all plans, documents, materials and data provided by Network Provider in connection with and related to the Network. Confidential Information may not be disclosed by either party to any person other than its trustees, directors, officers, employees and attorneys of such party or agents of such party who have a need-to-know and are subject to similar confidentiality obligations. These confidentiality obligations shall no longer apply to the extent Confidential Information (i) becomes publicly available other than through the receiving party; (ii) is required to be disclosed pursuant to law, a governmental or judicial rule, order or regulation or the rule or regulation of a stock exchange; (iii) the recipient of the Confidential Information independently develops such information without access to or use of the Confidential Information; or (iv) becomes rightfully available to the receiving party without restriction from a third party.

4.2. Legal Process. If either party is required by law or similar regulatory process to disclose any Confidential Information, to the extent permitted, it will provide the other party with prompt prior written notice of such request or requirement so that such party may seek an appropriate protective order or waive compliance with this Section 4. The recipient of such notice must respond in writing to such request as soon as possible, but in any event no later than within five (5) business days of receipt of such notice, and either consent to such disclosure or advise of its election to seek an exception from disclosure. If a party chooses to seek an exception for disclosure, the other party will refrain from disclosing such information (unless legally compelled to do so) until the request for an exception from disclosure is resolved, and will then comply with the terms of any validly issued order to release the information. Upon request by Network Provider, the City will seek an opinion from the Kansas Attorney General regarding whether a request for disclosure of Confidential Information falls within an exception to the disclosure requirements of the Kansas open records act or open meetings act or similar open records legislation.

4.3. Applicable Disclosure Laws. The parties acknowledge that this Agreement and the actions taken by the parties in furtherance of their mutual obligations under this Agreement are subject to the Kansas open records act or open meetings act or similar open records legislation.

4.4. Treatment of Confidential Information. The City acknowledges that Network Provider has advised the City that any and all information contained in this Agreement, or any related agreement, schedule, or other writing, relating to construction and deployment aspects or details of the Network, the number of employees required to construct the Network, Network Provider's projected capital investment in the Network, and other similar information disclosed in confidence during negotiation of this Agreement and construction and deployment of the

Network shall be treated as proprietary information of Network Provider subject, however, to the Kansas open records act or open meetings act or similar open records legislation.

4.5. Return of Confidential Information. Upon request of a party following expiration or termination of this Agreement, the other party shall provide promptly all Confidential Information of the other party, subject to the Kansas open records act and any document retention requirements required by applicable law.

4.6. Term of Restriction. Each party's obligations under this Section 4 shall remain in effect during the term of this Agreement and for a period of two (2) years after its termination for any reason, except with respect to information considered or deemed to be a trade secret under applicable law for which each party's obligations of confidentiality will remain in effect for so long as such information continues to constitute a trade secret under applicable law.

5. Term and Termination.

5.1. Initial Term and Renewal. The term of this Agreement shall begin on the Effective Date and shall expire at the end of the Service Term, unless earlier terminated in accordance with the terms of this Agreement or renewed by mutual written agreement of the parties.

5.2. Termination.

5.2.1. Termination for Convenience. Either the City or Network Provider may terminate this Agreement at any time by providing sixty (60) days prior written notice to the other.

5.2.2. Termination for Default. Either party may terminate this Agreement due to a Default (as defined below) by the other party by providing written notice to the defaulting party, provided that (i) such Default is incapable of remedy; or (ii) such Default is capable of remedy and the defaulting party fails to remedy such Default within thirty (30) days of receipt of notice from the other party. A party will be in Default under this Agreement if (i) such party materially breaches a term or provision of this Agreement; (ii) such party becomes insolvent or ceases to operate as a going concern; (iii) a petition under any of the bankruptcy laws is filed by or against such party and, if involuntary, is not dismissed within sixty (60) days after it is filed; (iv) such party makes a general assignment for the benefit of creditors; or (v) a receiver, whether temporary or permanent, is appointed for the property of such party or any part thereof.

5.2.3. Survival. The following provisions shall survive any expiration or termination of this Agreement: Sections 3, 4, 5, and 7.

6. Representations and Warranties; Limitation of Liability.

6.1 Representations. Each party represents that (i) it has the requisite right and authority to enter into this Agreement; (ii) this Agreement has been duly authorized, executed, and delivered and constitutes a valid and binding obligation enforceable in accordance with its

terms, except as the same may be limited by bankruptcy, insolvency, moratorium, and other laws of general application affecting the enforcement of creditors' rights; (iii) and that entering into or performing its obligations under this Agreement shall not breach or contravene any obligation to any third party. Network Provider and the City each agree to comply with all applicable laws and regulations. For purposes hereof, the term "applicable laws and regulations" means any applicable constitution, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by the appropriate government authorities and all amendments thereto from time to time.

6.2 Disclaimer of Warranties. EXCEPT AS OTHERWISE SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN RELATION TO THE NETWORK OR THIS AGREEMENT. NETWORK PROVIDER DOES NOT WARRANT THAT IT SHALL COMPLETE CONSTRUCTION OR DEPLOYMENT OF THE NETWORK OR OPERATE THE NETWORK OR OFFER SERVICES OR CITY SERVICES FOR ANY SPECIFIED TERM. NETWORK PROVIDER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT RELATED TO THE NETWORK, THE SERVICES, THE CITY SERVICES OR THIS AGREEMENT.

7. Limitations of Liability. EXCEPT FOR ANY BREACH OF INTELLECTUAL PROPERTY OR CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR HARM TO BUSINESS. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES, PARENT COMPANIES AND AFFILIATES, AND THEIR RESPECTIVE TRUSTEES, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND AGENTS, FROM ANY SUCH CLAIM. IN PARTICULAR WITH RESPECT TO CONSTRUCTION, NETWORK PROVIDER'S LIABILITY FOR DAMAGE CAUSED BY ANY CONSTRUCTION WORK PERFORMED BY NETWORK PROVIDER WILL BE LIMITED TO THE COST OF REPAIRING PHYSICAL PROPERTY DAMAGE THAT OCCURS AT THE SITE OF CONSTRUCTION.

7.1 Disputes and Defaults. In no event shall a dispute, default or alleged default under the Attachment Agreement or any License Agreement entered into between the City and Network Provider constitute or be deemed a default, or in any way impact the rights and obligations of the parties under this Agreement. In no event shall a dispute, default or alleged default under this Agreement constitute or be deemed a default, or in any way impact the rights and obligations of the parties under the Attachment Agreement or any License Agreement. Additionally, any dispute, default or alleged default under the Attachment Agreement or License Agreement shall not constitute or be deemed a default under any other agreement. Further, any termination or expiration of the rights and obligations under the Attachment Agreement or any License Agreement shall in no way impact the term of this Agreement or otherwise impact the

rights and obligations of the parties under this Agreement and any termination or expiration of the rights and obligations under this Agreement shall in no way impact the term, rights or obligations under the Attachment Agreement or any License Agreement. This Section 7.1 may be amended or waived by the parties hereto at any time only by execution of a written instrument referencing this Section 7.1 and signed on behalf of each of the parties hereto.

8. General Terms.

8.1. Governing Law and Jurisdiction. This Agreement and any action related to this Agreement will be governed by the laws of the State of Kansas, excluding that body of law controlling conflict of laws and any application of the United Nations Convention on the International Sale of Goods. Any action, hearing, suit or proceeding arising out of or relating to this Agreement must be brought in the courts of the State of Kansas, Johnson County, or if it has or can acquire jurisdiction, in the United States District Court for the District of Kansas. Each of the parties to this Agreement irrevocably submits to the exclusive jurisdiction of each such court in any such proceeding and waives any objection it may now have or hereafter have to venue or to convenience of forum. The parties acknowledge and agree that this Agreement is not a grant of any license, easement, or franchise by the City to Network Provider. The parties agree that it is their mutual intent that this Agreement conforms to applicable local, state, and federal law regulating the covenants and obligations contained in this Agreement. Any term contained in this Agreement inconsistent with such law is severable and governed by and subject to the applicable local, state, or federal law. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in the Kansas Tort Claims Act, or to impose punitive damages upon the City as construed under the Act. The City's obligations under this Agreement are subject to the provisions of the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) of the State of Kansas.

NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, LICENSOR DOES NOT WAIVE ANY IMMUNITY FROM PUNITIVE DAMAGES AVAILABLE UNDER APPLICABLE KANSAS LAW.

8.2. Dispute Resolution. Except as otherwise specifically provided in this Agreement, all disputes, disagreement or controversies arising in connection with this Agreement will first be resolved through good faith negotiations in order to reach mutually acceptable resolution. If, after negotiating in good faith for a period of at least thirty (30) days, the parties are unable to resolve the dispute, then either party may seek resolution by exercising any rights or remedies available to either party at law or equity.

8.3. Notices. All notices must be in writing and delivered to the addresses and persons specified below. Notice will be deemed delivered (a) when verified by written receipt if sent by personal courier, overnight courier, or mail; or (b) when verified by automated receipt or electronic logs if sent by facsimile or email.

CITY

NETWORK PROVIDER

The City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, KS 66208
ATTN: City Clerk

Google Fiber Kansas, LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043
ATTN: General Manger
Email: googlefibernotices@google.com
Fax: (650) 253-0001

With a copy to:
ATTN: Google Fiber Legal Department
Email: legal-notices@google.com
Fax: (650) 618-1806

8.4. **Assignment.** Except as set forth below, neither party may assign or transfer its rights and obligations under this Agreement, in whole or part, to a third party without the prior written consent of the other party. Network Provider may, upon written notice to City, assign this Agreement or any or all of its rights and obligations under this Agreement to (i) any Affiliate (as defined below) of Network Provider; (ii) any successor in interest to Network Provider in connection with any merger, acquisition or similar transaction; or (iii) any purchaser of all or substantially all of Network Provider's assets related to the Network. "Affiliate" means any entity that now or in the future, directly or indirectly controls, is controlled with or by or is under common control with Network Provider; and (ii) "control" shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof; or (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other entity, fifty percent (50%) or more ownership interest in said entity, or the power to direct the management of such entity.

8.5. **Force Majeure.** Neither party will be deemed in Default under this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms, earthquakes or other natural occurrences, strikes or other labor unrest of third parties, power failures, terrorist activity, nuclear or other civil or military emergencies, acts of legislative, judicial, executive or administrative authorities, or any other circumstances that are not within its reasonable control and ability to prevent (a "Force Majeure" event). In event of a Force Majeure event, the party who first becomes aware of the event must promptly give written notice to the other party of such event. When either party becomes aware of the end of the Force Majeure event, it must give notice to the other party. If the period of non-performance exceeds sixty (60) days from the receipt of notice of the Force Majeure event, the party whose ability to perform has not been affected may terminate the Agreement on written notice to the other party.

8.6. **Independent Contractors.** The parties are independent contractors. Nothing in this Agreement creates or implies, or shall be construed to create or imply, any agency, association, partnership or joint venture between the parties.

8.7. **Severability.** If any provision of this Agreement is found unenforceable or invalid, the remainder of the Agreement will remain in full force and effect and it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. To the fullest extent permitted by applicable law, if any provision of this Agreement is invalid or unenforceable a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision.

8.8. **Waiver.** A waiver of any provision of this Agreement by a party must be in writing to be effective and will in no way be construed as a waiver of any later breach of that provision. No failure or delay by either party in exercising any option, right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.9. **Joint Drafting.** The Parties acknowledge that this Agreement (including the Exhibits, Appendices and Annexes hereto) has been drafted jointly by the parties and agree that this Agreement will not be construed against either party as a result of any role such party may have had in the drafting process.

8.10. **Remedies Cumulative, Specific Performance.** Except as provided otherwise in this Agreement, all rights and remedies granted to each party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies otherwise available to such party at law or in equity. The parties agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to specific performance of the terms hereof in addition to any other remedy at law or in equity, including monetary damages, that may be available to it.

8.11. **Further Assurances.** In addition to any other obligations set forth in this Agreement, each party agrees to take such actions (including the execution, acknowledgment and delivery of documents) reasonably requested by the other party for the implementation or continuing performance of this Agreement.

8.12 **Entire Agreement; Amendment; Signatures.** The headings in this Agreement are strictly for convenience and do not amplify or limit any of the terms, provisions or conditions hereof. This Agreement supersedes any prior agreements or understandings between the parties. This Agreement constitutes the entire Agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by both parties. This Agreement is for the exclusive benefit of their parties, their successors and permitted assigns. There are no third party beneficiaries to this Agreement. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument. Each party to this Agreement agrees to: (a) use electronic signatures; and (b) be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN, Pub. L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch. 96.

The parties agree to the terms of this Agreement and have caused this Agreement to be signed by their duly authorized representatives.

GOOGLE FIBER KANSAS, LLC
1600 Amphitheater Parkway
Mountain View, California 94043

(Authorized Signature)

(Name)

(Title)

THIS AGREEMENT has been executed as of the date first hereinabove written.

CITY OF PRAIRIE VILLAGE, KANSAS

Ronald L. Shaffer, Mayor

(SEAL)

ATTEST:

Joyce Hagen Mundy
City Clerk

APPROVED AS TO FORM:

Catherine P. Logan City Attorney

STRUCTURE ATTACHMENT AND CONDUIT OCCUPANCY AGREEMENT

This Structure Attachment and Conduit Occupancy Licensing Agreement (the “Agreement”), is made and entered into this __th day of _____, 2013, by and between the City of Prairie Village, Kansas a municipal corporation duly organized under laws of the State of Kansas (“Licensor”), and Google Fiber Kansas, LLC, a Kansas limited liability company (“Licensee”) (each a “Party” and collectively, the “Parties”).

RECITALS

A. Licensor now owns, leases, or operates, or may own, lease or operate in the future, buildings, light poles and other structures and improvements on real property in Prairie Village, Kansas, but excluding the existing cell tower located at City Hall (“Structures”); and

B. Licensor now owns, leases or operates, or may own, lease or operate in the future, a network of conduits and ducts (“Conduit”); and

C. Licensor, as the municipal government of Prairie Village, Kansas has the ownership of land or other property (“Public Property”); and

D. Licensor has the right to use Public Property to place Structures, Conduits, and other facilities and equipment, or to provide passage to access such Structures, Conduits, and other facilities and equipment (a “Right-of-Way”); and

E. Licensee proposes to furnish unique, ultra high-speed communications services in Prairie Village, Kansas, in accordance with the Network Cooperation and Services Agreement between the Parties, and desires to place and maintain antennas, cables, wires, conductors, fiber optics, insulators, connectors, fasteners, transformers, capacitors, switches, batteries, amplifiers, transmitters, transceivers, materials, appurtenances, or apparatus of any sort necessary or desirable for Licensee to operate its businesses as such businesses may evolve, develop, or change at any time while this Agreement remains in effect (“Equipment”) on Licensor’s Structures and in Licensor’s Conduits, and to access those Structures and Conduits on or in Public Property and the Right-of-Way of Licensor throughout Prairie Village, Kansas; and

F. In consideration for Licensee agreeing to provide unique, ultra high-speed communications services in Prairie Village, Kansas Licensor desires to provide Licensee with the use of space on or in its Structures and Conduits and, for purposes of access to its Structures and Conduits, on or in Public Property and the Right-of-Way of Licensor throughout Prairie Village, Kansas; and

G. Certain third party utility service providers operate within Prairie Village, Kansas, and Licensee acknowledges that it must negotiate pole attachment agreements to govern Licensee’s attachments to such third party utility service providers’ poles or structures independent of this Agreement with Licensor.

EXHIBIT A

In consideration of the mutual covenants, terms, and conditions herein contained, the Parties do hereby mutually covenant and agree as follows:

ARTICLE I. SCOPE OF AGREEMENT

Section 1.01 Service Area

This Agreement shall apply to Licensor Structures, Conduits, Public Property, and Right-of-Way now existing or hereafter constructed or obtained throughout Prairie Village, Kansas.

Section 1.02 Authorization

Subject to the provisions of this Agreement, Licensor grants to Licensee and Licensee accepts from Licensor (i) a non-exclusive license to occupy, place, and maintain Licensee's Equipment on certain Licensor Structures, and to access and utilize electricity thereon, whether City-owned or leased (the provision of said electricity is subject to an annual city appropriation and budget approval),; and (ii) a non-exclusive license to occupy, place, and maintain Licensee's Equipment in certain Licensor Conduits, such Structures and Conduits to be mutually agreed-upon between the Parties in accordance with all Permits (as defined in Section 1.06) requirements and state and federal law, so long as Licensee is treated on parity with other third-parties.

Section 1.03 No Property Right

No use of Licensor's Structures or Conduits, however extended, or payment of fees or charges required under this Agreement, shall create or vest in Licensee any ownership of property rights in such Structures or Conduits or right to use or direct the use or limit the use of such Structures or Conduits except as expressly set forth herein.

Section 1.04 Discrimination

Licensor shall treat Licensee no less favorably than it treats other attachers to its Structures and Conduits. In the event that Licensor makes available any terms or conditions more favorable to one or more other attachers, Licensor shall immediately make those same terms and conditions available to Licensee for future attachments or placements. Upon Licensee's request, Licensor shall provide Licensee with a copy of all agreements where Licensor makes access to its Structures and Conduits available to third-parties.

Section 1.05 Post-Termination Rights

Upon termination of this Agreement for any reason, Licensee, at the request of Licensor, may maintain its Equipment on and in Licensor's Structures and Conduits, but may no longer apply to add new Equipment. Except as set forth in Section 2.15, existing Equipment will continue to be subject to the terms of this Agreement until such Equipment is removed by Licensee from Licensor's Structures and Conduits.

Section 1.06 Authorizations Required

EXHIBIT A

Licensee shall secure all federal, state and local authorizations, franchises, licenses, permits, and consents (“Permits”) required for the construction, operation, and maintenance of its Equipment. If any required Permit obtained by Licensee is subsequently revoked or denied for any reason, Licensee shall retain the right to pursue and exhaust all legal, administrative, and equitable remedies, in any available forum, before Licensor may revoke Licensee’s right to attach the Equipment requiring such Permit to Licensor’s Structures or revoke Licensee’s right to occupy Licensor’s Conduits with the Equipment requiring such Permit.

Section 1.07 Term

This Agreement shall become effective upon the date first written above (the “Effective Date”) above and shall continue in effect for ten (10) years. This Agreement will automatically renew for successive five (5) year periods, unless Licensee is no longer operating its network within Prairie Village, Kansas.

ARTICLE II. PLACING, TRANSFERRING, OR REARRANGING ATTACHMENTS

Section 2.01 Application; Confidentiality

Before attaching any Equipment to any Licensor Structure or placing any Equipment in any Licensor Conduit (other than a new or existing service wire drop that is attached to the same Structure as an existing attachment of Licensee), Licensee shall submit a written request to Licensor for consent for such attachment or placement. To the extent permitted by law, all materials submitted by Licensee in connection with such written request shall be handled and reviewed only by those Licensor employees and contractors directly responsible for the coordination and administration of such requests. In accordance with K.S.A. 45-221 (a)(18), as amended, the Licensee’s plans, designs, drawings or specifications are of a confidential, proprietary, and commercially sensitive nature and shall not be disclosed by Licensor or its employees or contractors for any reason other than as necessary in connection with processing and administering the Licensee’s application to attach Equipment to Structures or place Equipment in Conduits, unless required to do so by applicable law.

Section 2.02 Grant or Denial of Access

Except as otherwise provided by law, Licensor reserves the right to deny Licensee access to any Structure or Conduit, on a non-discriminatory basis, where Licensor determines that Licensee’s proposed attachment will jeopardize the reasonable safety or aesthetics of Licensor’s facilities, place Licensor in violation of generally applicable zoning restrictions, or will otherwise materially interfere with Licensor’s use of any Structure or Conduit; provided, however, that before Licensor denies access, Licensor shall explore potential accommodations in good faith and consider all reasonable steps to accommodate Licensee’s request for access. Licensor shall use its best efforts to either grant or deny access to a Structure or Conduit within twenty (20) days of Licensee’s written request; the Licensor’s grant may include a Make Ready Estimate as described in Section 2.04. If Licensor denies access, Licensor must provide notice in writing within twenty (20) days of Licensee’s application with the basis for its denial.

Section 2.03 Make Ready Survey

When Licensor receives an attachment or placement request from Licensee, a make-ready-survey (the "Make Ready Survey") may be necessary to determine the adequacy of the existing Structures or the capacity of Conduit to accommodate Licensee's Equipment without jeopardizing the safety or integrity of Licensor's facilities or placing Licensor in violation of generally applicable zoning restrictions. Licensor may perform a field inspection as part of the Make Ready Survey. Licensor shall provide reasonable advance notice of such a field inspection and a representative of Licensee has the right to be present for the inspection.

Section 2.04 Make Ready

- (a) Except where Licensor denies the application to the extent permitted by this Agreement, whenever any Structure or Conduit to which Licensee seeks attachment or occupancy requires modification or replacement to accommodate both Licensee's Equipment and Licensor's existing attachments or equipment and the attachments and equipment of other pre-existing attachers and occupants, Licensor will provide Licensee with a detailed, good faith estimate of make ready work (the "Make Ready Estimate") it believes to be necessary to prepare the Structure or Conduit for Licensee's Equipment (the "Make Ready Work") at the sole cost and expense of Licensee. Licensor will use its best efforts to provide Licensee with the Make Ready Estimate within twenty (20) days of Licensee's application for attachment. The Make Ready Work may include engineering, design, planning, construction, materials, cost of removal (less any salvage value), cost of transferring Licensor's facilities and those of other users of the Structure or Conduit, and cost of expanding existing Conduit, in each case as reasonably necessary for the installation of Licensee's Equipment on a Structure or Conduit. The Make Ready Estimate shall include itemized estimates of the cost of each component of the Make Ready Work.
- (b) After receiving the Make Ready Estimate, if Licensee still desires to make the Structure attachment or utilize the Conduit, Licensee may within ninety (90) days of receiving the Make Ready Estimate elect by written notice to Licensor any of the following alternatives:
 - (i) Licensee may accept the Make Ready Estimate and use Licensor to complete the Make Ready Work, if Licensor agrees to do said work, and pay to Licensor fifty percent (50%) of the fees for Make Ready Work specified by the Make Ready Estimate (the "Down Payment"). Licensee shall pay an additional twenty-five percent (25%) of the Make Ready Estimate when Licensor has completed one-half of the Make Ready Work (the "Progress Payment"). Licensee shall pay the remaining twenty-five percent (25%) of the Make Ready Estimate upon Licensor's completion of the Make Ready Work.
 - (ii) Licensee may retain contractors to perform all the Make Ready Work. The contractors shall be certified by Licensor to work on or in its Structures and Conduits. Certification shall be based upon reasonable and customary criteria

EXHIBIT A

employed by the Licensor in the selection of its own contract labor. Licensor shall at all times maintain a list of at least five (5) contractors certified to perform Make Ready Work (the “Approved Contractors”).

- (iii) Licensee may retain Approved Contractors to perform part of the Make Ready Work and utilize Licensor to perform part of the Make Ready Work. The Licensee is responsible for determining what portion of the Make Ready Work it will perform through this self-build option and to notify Licensor of its choices. In the event Licensee retains contractors to perform part of the Make Ready Work and utilizes Licensor to perform part of the Make Ready Work, Licensee shall adjust the payments described in subparagraph (i) above to include only the costs of the itemized components of the Make Ready Estimate to be performed by Licensor.
- (c) If Licensor shall provide any Make Ready Work, Licensor shall use its best efforts to make sure that all necessary Make Ready Work (or that portion of the Make Ready Work that Licensee is not performing itself), including the work necessary to rearrange third party attachments to Licensor’s Structures and Conduits or facilities is completed within sixty (60) days from Licensee’s acceptance and remittal of the Down Payment. If Make Ready Work is not completed by Licensor within the sixty (60) day period, any fees payable by Licensee for Make Ready Work shall be waived and any Down Payment or Progress Payment in connection with such Make Ready Work shall be refunded promptly to Licensee, and Licensee may retain an Approved Contractor to perform the Make Ready Work.
- (d) Licensor will use its best efforts to ensure that any third party attachers with pre-existing attachments to Licensor’s Structures or pre-existing occupancy of Licensor’s Conduit will, in each case to the extent affected by Licensee’s application, perform the rearrangements and other Make Ready Work specified on Licensor’s Make Ready Estimate within the same sixty (60) day timeframe, even where the third-party attacher or occupier elects to perform such Make Ready Work itself. Licensor shall be responsible for notifying third-parties with existing attachments or facilities on or in the Structures and Conduits and coordinating the necessary Make Ready Work in order to accommodate Licensee’s Equipment.

Section 2.05 Deemed Granted

If access is not granted or denied by Licensor within twenty (20) days of Licensee’s written request, and Licensor has not been in communication with Licensee over such twenty (20) day period, the application will be deemed granted. The Parties agree and acknowledge that the grant or denial of Licensee’s request may take longer than twenty (20) days if the Parties are communicating and mutually proceeding diligently with the application in good faith. When a request is deemed granted, the Licensee may retain its own contractor to perform the Make Ready Work.

Section 2.06 Structures and Conduit – Rights of Third Parties

EXHIBIT A

The Licensor shall not license any Conduit or Structure occupied by Licensee, or for which an application for occupancy or attachment from Licensee has been received by Licensor and is pending, for use by any other person or entity where such third-party use would interfere with Licensee's equipment, unless access to such other person or entity is otherwise required by applicable state or federal law. If access is granted pursuant to state or federal law, Licensor shall give Licensee prior written notice of any grant of third-party access and give Licensee reasonable time to remove and relocate equipment prior to that time any third party is able to access any Conduit or Structure previously occupied or attached to by Licensee. This Section 2.06 shall not be deemed to otherwise limit the Licensor from using any Conduit or Structure in connection with providing its own services or from licensing any Conduit or Structure to another person or entity if no application from Licensee is pending or such Conduit or Structure is not occupied by Licensee. To the extent permitted by law, the rights of any third-parties to whom Licensor confers Structure attachment or Conduit occupancy rights after the Licensee shall be subject to the rights of the Licensee as set forth in this Agreement.

Section 2.07 Structure and Conduit Maintenance

The expense of maintaining the Structures and Conduits shall be borne exclusively by Licensor and Licensor shall maintain its Structures and Conduits in a reasonably safe and serviceable condition, and subject to Article IV hereof, shall replace, reinforce, or repair such Structures and Conduits as they become defective. Only to the extent that Licensor elects, in its sole and absolute discretion, from time to time to trim trees located in the Right-of-Way, Licensor shall be responsible for periodic tree trimming as deemed appropriate or necessary by Licensor to maintain the functionality of the Structures utilized by Licensee. Licensor shall be solely responsible for collection of costs of damages for Structures and Conduits broken or damaged by third-parties. Licensee shall be responsible for collection of costs of damages to its own Equipment.

Section 2.08 Structure and Conduit Replacement

Licensor shall have the right to relocate Licensee's Equipment on Licensor's Structure or within Licensor's Conduit system provided that such relocation does not adversely affect the accessibility, reliability, or protective safety features of Licensee's Equipment and/or adversely affect Licensee's services to its customers. Licensor shall provide Licensee with thirty (30) days' advance notice of any such relocation required as a result of any capital projects or improvements deemed necessary for public health and safety. Upon receipt of notification by Licensor to Licensee that Licensee's equipment needs to be relocated, the Parties will, within five (5) working days, mutually agree upon the length of time it will take for Licensee to accommodate such request, and upon and in accordance with the terms of such agreement, Licensee shall proceed with such relocation. Licensee shall bear the cost of any such relocation. Licensee has the right to observe any relocation of Licensee's Equipment. Licensor shall mark or tag any relocated Equipment with appropriate identification of Licensee. Licensor shall ensure that Licensee shall have equivalent access to and ability to maintain any relocated Equipment.

Section 2.09 Installation

EXHIBIT A

Licensee, at its own expense and risk and by the terms of this Agreement, shall place, transfer, and rearrange its own Equipment on Licensor's Structures or in Licensor's Conduits. Licensee at all times shall perform such work in such manner as not to interfere with the service of Licensor or any other Structure attacher or Conduit occupant.

Section 2.10 Subsequent Attachment by Third-Party Attachers

If at any time subsequent to Licensee's attachment to a Structure, a third-party requests that Licensor provide access to that same Structure, the following procedures shall apply:

- (a) If it is determined that Make Ready Work on Licensee's attachment(s) will be necessary to accommodate such third-party's equipment, the Licensee will provide the cost estimate to the attaching third-party for Licensee or its Approved Contractor to complete the Make Ready Work. In Licensee's sole discretion and upon Licensee's written instruction, Licensor, if Licensor agrees, or its contractor shall complete the Make Ready Work on Licensee's attachment, in which case Licensor is responsible for providing the cost estimate for Make Ready Work to the third-party attacher.
- (b) Licensee will communicate with Licensor with respect to the rearrangement of Licensee's Equipment, and Licensor shall be responsible for communicating such information to and from third-parties.
- (c) Except where such rearrangement is for the benefit of Licensee and as may be required under Section 2.08 herein, Licensee shall not be responsible for paying any charges attributable to the rearrangement of its Equipment.
- (d) Licensee shall make all rearrangements of its Equipment within such period of time as is jointly deemed reasonable by the Parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or service denial to Licensee's customers.

Section 2.11 Compliance with Safety Codes

Licensee shall place and maintain its facilities attached to Licensor Structures or in Licensor Conduits in safe condition and in thorough repair, and in compliance with such requirements and specifications as required by any regulatory agency or other authority having jurisdiction.

Section 2.12 Nonconforming Equipment

- (a) If any attachment is not placed and maintained in accordance with Section 2.11 above, upon notice by Licensor, Licensee shall use commercially reasonable efforts to timely perform all work reasonably necessary to correct conditions of Licensee's noncompliance. For purposes of this paragraph, compliance shall be deemed timely if performed during Licensee's regularly scheduled maintenance activities or under a plan

EXHIBIT A

approved by Licensor, unless such noncompliance creates an Emergency (as defined below).

- (b) In the event Licensor determines in good faith that a particular condition or situation is an Emergency, Licensor may arrange to relocate, replace, remove, renew, or disconnect Licensee's facilities and transfer them to substituted Structures or Conduits or perform any other work in connection with Licensee's Equipment that may be required during the Emergency. Licensor shall also endeavor to provide Licensee with the best practicable notice of the situation so that Licensor and Licensee, if possible, may coordinate their responses to the Emergency. If notice is impossible during the Emergency, Licensor shall notify Licensee of any Emergency and any relocation, replacement, or removal affecting Licensee's Equipment as soon as reasonably practicable. An "Emergency" is conditions that (i) pose an immediate threat to the safety of utility workers or the public; (ii) materially and adversely interfere with the performance of Licensor's or other attachers' service obligations; or (iii) pose an immediate threat to the integrity of Licensor's or other attachers' equipment.

Section 2.13 Reasonable Precautions

Each Party shall exercise reasonable precautions to avoid damage to the facilities of the other Party.

Section 2.14 Removal of Attachments by Licensee

Licensee, at any time, may remove its Equipment from any Structure(s) or Conduit(s) of Licensor, and shall give Licensor written notice within seven (7) days of such removal. Any applicable rental fees shall cease with respect to such removed Equipment as of the date of such notice.

Section 2.15 Abandonment

Licensee shall have the right to abandon Equipment located within Licensor's Conduit system or on Licensor's Structures by written notice to Licensor. Rental Fees shall cease with respect to such Conduit as of the date of such notice. In the event abandoned equipment is not removed by Licensee within a reasonable period of time not to exceed two (2) years, ownership of such equipment shall revert to Licensor.

ARTICLE III. INSPECTIONS

Section 3.01 Post-Installation and Safety Inspections

Licensor reserves the right to inspect each new Licensee installation on Licensor Structures and in Licensor Conduit. Licensor also reserves the right to make periodic inspections, as conditions may warrant, to determine if Licensee's construction complies with the approved application and/or applicable law.

Section 3.02 Facilities Inventory

Licensor shall have the right to require a jointly conducted physical inventory of Licensee's Equipment on Licensor Structures and in Licensee Conduit upon ninety (90) days' advance written notice. In such event, Licensor may select an independent contractor for the performance of such physical inventory through a competitive bid process. Licensee shall be permitted to supplement Licensor's invitation to bid list to include contractors designated by Licensee. A jointly conducted physical inventory shall be taken no more frequently than once every three years. If the facilities of more than one joint-user are inventoried, each such joint-user shall contribute a proportionate share of the costs of such inventory.

As an alternative to performance of the jointly conducted physical inventory, the Parties may, if mutually agreed, determine the number of attachments and feet of occupancy from existing maps and/or attachment records provided that such maps or records exist and provided that each Party agrees that results with reasonable accuracy can be achieved. If the Parties agree to this method, any maps and/or records belonging to one of the Parties and utilized to count attachments and Conduit occupancy shall be made available to the other Party and the number of attachments and feet of Conduit occupancy shall be determined through a mutual and cooperative effort of both Parties. The results of attachment and occupancy counts performed in this manner shall be treated, for the purpose of determining rentals and other charges due for unauthorized attachments, as if results were achieved by an actual jointly conducted physical inventory.

Section 3.03 Inventory Disparity

- (a) In the event that the number of Structures or feet of Conduit to which Licensee has attached or placed its Equipment differs from the number shown in Licensor records, the Licensor records shall be revised and the rental obligations due shall be revised as of the date of the completion of the jointly conducted physical inventory or the attachment count based on maps and records. No back payment or refund shall be due in the event of an inventory disparity, whether the total number of Structures and Conduit feet was more or less than the Licensor's records.
- (b) Upon forty-five (45) days' notice from Licensor to Licensee of an unauthorized attachment, Licensee shall either apply for consent to such attachment or remove such attachment.

ARTICLE IV. LICENSOR ABANDONMENT OF STRUCTURES AND CONDUITS

If Licensor desires at any time to abandon any Structure or Conduit, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Structure or Conduit. If, at the expiration of such period, Licensee has not removed all of its Equipment from such Structure or Conduit, Licensor may offer to sell the Structure or Conduit to Licensee. If Licensee elects to purchase the Structure or Conduit, Licensee shall pay Licensor a sum equal to the current in-place value less expired service life of such abandoned Structure(s) or Conduit(s) at time of abandonment.

ARTICLE V. ACCESS TO PROPERTY

Section 5.01 Access to Public Property

In connection with performance of this Agreement, Licensee and any of its employees or contractors shall have reasonable access to the parts of any real property, or improvements upon real property, that Licensor owns, leases, controls, or manages (“Licensor’s Property”), including but not limited to stairways, elevators, hallways, pathways, ladders, lobbies, and entryways, which Licensee must use to access the location of any attachment and related Equipment on any Structure or in any Conduit. Licensor may place reasonable restrictions on Licensee’s access to Licensor’s Property, provided that such restrictions do not unreasonably interfere with Licensee’s ability to access its attachments and related Equipment, and provided that such restrictions do not unreasonably interfere with Licensee’s ability to transport Equipment to its attachment locations.

Section 5.02 Access to Right-of-Way

Licensor shall provide Licensee with access to and use of such Right-of-Way to the same extent that Licensor may access or use such Right-of-Way, including but not limited to access for ingress, egress, or other access and to construct, utilize, maintain, modify, and remove Equipment for which Structure attachment, Conduit occupancy, or Right-of-Way use licenses have been issued, provided that any agreement with a third-party under which Licensor holds such rights expressly or impliedly grants Licensor the right to provide such rights to others. Where Licensor notifies Licensee that Licensor’s agreement with a third-party does not expressly or impliedly grant Licensor the ability to provide such access and use rights to others, upon Licensee’s request, Licensor shall use its best efforts obtain the consent of the owner or grantor and to otherwise secure such rights for Licensee, but further provided that restrictions on access that are done as a legitimate exercise of the Licensor’s police powers will never be considered unreasonable.

ARTICLE VI. CONDUIT PROCEDURES

Section 6.01 Conduit and Duct Specifications

Licensee’s Equipment placed in Licensor’s Conduit system must meet all of the following physical design specifications:

- (i) Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in Licensor’s Conduit.
- (ii) The integrity of Licensor’s Conduit system and overall safety of Licensor’s personnel and other personnel working in Licensor’s Conduit system requires that “dielectric cable” be placed when Licensee’s cable facility utilizes an alternative duct or route that is shared in the same trench by any current-carrying facility of a power utility.

EXHIBIT A

- (iii) New construction splices in Licensee's fiber optic cables shall be located in manholes, pull boxes or handholes.

The following specifications apply to connections of Licensee's Conduit to Licensor's Conduit system:

- (i) Licensee will be permitted to connect its Conduit or duct only at a Licensor manhole.
- (ii) No attachment will be made by entering or breaking into Conduit between manholes.
- (iii) All necessary work to install Licensee Equipment will be performed by Licensee or its contractor at Licensee's expense.
- (iv) In no event shall Licensee or its contractor "core bore" or make any other modification to Licensor manhole(s) without the prior written approval of Licensor, which approval will not be unreasonably delayed, withheld, or conditioned.

If Licensee constructs or utilizes a duct connected to Licensor's manhole, the duct and all connections between that duct and Licensor's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into Licensor's Conduit system. If Licensee's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into Licensor's Conduit system.

Section 6.02 Opening of Manholes

The following requirements apply to the opening of Licensor's manholes:

- (i) Licensor's manholes shall be opened only as permitted by Licensor's authorized employees or agents, including authorized third-party contractors, which permission shall not be unreasonably denied, delayed, or conditioned.
- (ii) Except in the event of an emergency, Licensee shall notify Licensor forty-eight (48) hours in advance of any routine work operation requiring entry into any of Licensor's manholes.
- (iii) Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for Conduit work operations therein.

ARTICLE VII. RENTAL AND PROCEDURE FOR PAYMENTS

Section 7.01 Rental Amount – Structures

For authorized attachments to Structures covered under this Agreement, Licensee shall pay to Licensor a rental amount for Structures as set forth on Exhibit 1.

Section 7.02 Rental Amount – Conduit and Duct

EXHIBIT A

For authorized attachments placed in Licensor's Conduit covered under this Agreement, Licensee shall pay to Licensor, on an annual basis, a rental amount per linear foot set forth on Exhibit 1, on a billing cycle beginning January 1 of each year. The rental amount for each year shall be based on Licensor's tabulation of Licensee's attachments situated in Licensor's Conduit and Licensor's current records.

Section 7.03 Billing and Payments

Licensor shall send invoices to Licensee via regular U.S. Mail at the address specified below, or at such other address as Licensee may designate from time to time. Invoices for rental charges will be sent annually in arrears by February 1 for the preceding calendar year. Invoices for all Make Ready Work fees and other obligations or amounts due under this Agreement (other than annual rental charges) will be sent at Licensor's discretion within a reasonable time, unless otherwise specified in this Agreement; provided, however, that no charges (other than annual rental charges) may be billed by Licensor more than one hundred twenty (120) days after such charges were incurred.

Except as otherwise provided in this Agreement or agreed to by the Parties, Licensee shall pay all undisputed charges within thirty (30) business days from the invoice date. Interest at the rate set forth in Section 13.06 shall be imposed on any delinquent amounts. In the event of a billing dispute, Licensee shall submit such dispute in writing within one hundred eighty (180) days of the date the bill was due. Licensor shall have sixty (60) days to resolve the dispute in writing. Upon resolution of any such billing dispute in Licensee's favor, Licensor will refund any amounts owed, with interest accruing at the rate specified in Section 13.06 from the later of the date Licensee paid the disputed portion, or the date upon which Licensee provided Licensor notice of the amount in dispute. Upon resolution of any such billing dispute in Licensor's favor, Licensee will pay any amounts owed, with interest accruing at the rate specified in Section 13.06 on any unpaid disputed amounts, dating from the bill due date. All bills shall be paid to the address designated from time to time in writing by Licensor.

Licensor's billing address:

City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, KS 66208
ATTN: City Clerk

Licensee's billing address:

Google Fiber Kansas, LLC
1600 Amphitheater Parkway
Mountain View, CA 94043

ARTICLE VIII. BREACH AND REMEDIES

If either Party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after written notice thereof has been provided to the defaulting Party, the Party not in default may exercise any of the remedies available to it; provided, however, in such cases where a default cannot be cured within the thirty (30) day period by the exercise of diligent, commercially reasonable effort, the defaulting Party shall have an additional sixty (60) days to cure the default for a total of ninety (90) days after the Party not in default provides its

notice of default. Subject to this Article VIII the remedies available to each Party shall include, without limitation, termination of this Agreement and injunctive relief.

ARTICLE IX. INDEMNIFICATION

Section 9.01 Indemnification by Licensee

Licensee shall defend, solely at Licensee's expense, Licensor, its Affiliates, and each of their respective officers, directors, managers, members, personnel, permitted successors, and their permitted assigns (collectively, the "Licensor Indemnified Parties"), against all claims, lawsuits, actions, causes of action, demands, or proceedings ("Claims") and shall indemnify and hold harmless Licensor Indemnified Parties from any losses, disbursements, fines, fees, penalties, taxes, settlements, awards, damages, costs, expenses, liabilities, or obligations of any kind, ("Losses") arising out of, relating to, or otherwise in respect of any of the following:

- (i) Claims for bodily injury, death, or damage to tangible personal or real property to the extent: (i) proximately caused by the negligence or willful acts or omissions of Licensee, its personnel, or its contractors; or (ii) resulting proximately from Licensee's failure to perform its obligations under this Agreement;
- (ii) Claims arising from Licensee's breach of any representation or warranty in this Agreement or from Licensee's deviation from Licensor directions or requirements;
- (iii) Claims that any Licensee personnel is an employee of Licensor, including Claims arising out of Licensee's failure to promptly pay any Licensee personnel for its services, materials, facilities, equipment or labor; and
- (iv) Licensee's fraud, violation of law, wrongful misconduct, or misrepresentations.

Section 9.02 Indemnification by Licensor

To the extent permitted by law, Licensor shall defend, solely at Licensor's expense, Licensee, its Affiliates, and each of their respective officers, directors, managers, members, personnel, permitted successors, and their permitted assigns (collectively, the "Licensee Indemnified Parties"), against all Claims and shall indemnify and hold harmless Licensee Indemnified Parties from Losses arising out of, relating to, or otherwise in respect of any of the following:

- (i) Claims for bodily injury, death, or damage to tangible personal or real property to the extent: (i) proximately caused by the negligence or willful acts or omissions of Licensor, its personnel, or its contractors or (ii) resulting proximately from Licensor's failure to perform its obligations under this Agreement;
- (ii) Claims arising from Licensor's breach of any representation or warranty in this Agreement;

EXHIBIT A

- (iii) Claims arising from any failure by Licensor or third parties to comply with all applicable safety codes and requirements, including NESC compliance, with respect to attachments of Licensor or third parties; and
- (iv) Licensor's fraud, violation of law, wrongful misconduct or misrepresentations.

Section 9.03 Procedure

A Party who seeks indemnification pursuant to this Agreement (the "Indemnified Party") shall give written notice thereof to the other Party (the "Indemnitor") promptly after the Indemnified Party learns of the existence of such Claim; provided, however, that the failure to give such notice shall not affect the rights of such Indemnified Party, except and only to the extent the Indemnitor is prejudiced by such failure. The Indemnitor shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend against any such Claim. No settlement of a Claim may seek to impose any liability or obligation upon the Indemnified Party other than for money damages. If such counsel will represent both Indemnitor and the Indemnified Party, there may be no conflict with such counsel's representation of both. The Indemnified Party will use commercially reasonable efforts to fully cooperate in any such action at its own cost, shall make available to the other Party any books or records useful for the defense of any such Claim, and shall reasonably make available its personnel with respect to defense of the Claim.

ARTICLE X. LIMITATION OF LIABILITY

Section 10.01 Disclaimer of Damages

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND EXCEPT FOR (I) THIRD-PARTY CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, AND DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE NEGLIGENT OR INTENTIONAL ACTS OF A PARTY OR ITS PERSONNEL; (II) WILLFUL MISCONDUCT; AND (III) BREACH OF CONFIDENTIALITY AND/OR DATA SECURITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF USE, OR LOSS OF PROFITS EVEN IF A PARTY HAS BEEN ADVISED, KNOWS, OR SHOULD KNOW OF THE POSSIBILITY OF THE FOREGOING.

NOTWITHSTANDING ANYTHING SET FORTH HEREIN TO THE CONTRARY, LICENSOR DOES NOT WAIVE ANY IMMUNITY FROM PUNITIVE DAMAGES AVAILABLE UNDER APPLICABLE KANSAS LAW.

ARTICLE XI. INSURANCE

Section 11.01 Worker's Compensation and Employer's Liability Acts

Licensee shall comply with all applicable worker's compensation and employer's liability acts and shall furnish proof thereof satisfactory to Licensor prior to placing Equipment on Licensor's Structures or in Licensor's Conduits.

Section 11.02 Licensee Maintenance of Insurance Coverage

Without limiting any liabilities or any other obligations of Licensee, Licensee shall, at its sole expense and prior to placing Equipment on Licensor's Structures or in Licensor's Conduits, secure and continuously carry with insurers reasonably acceptable to Licensor the following insurance coverage:

Commercial General Liability insurance with a minimum single limit of \$1,000,000.00 to protect against and from all loss by reason of injury to persons, including Licensee's employees, Licensor's employees and all other third persons, or damage to property, including Licensor's property and the property of all other third-parties, based upon or arising out of Licensee's operations hereunder, including the operations of its contractors of any tier.

Business Automobile Liability insurance with a minimum single limit of \$1,000,000.00 for bodily injury and property damage with respect to Licensee's vehicles whether owned, hired or non-owned, assigned to or used in Licensee's operations hereunder.

The policies required herein shall include (a) provisions or endorsements naming Licensor, its directors, officers, and employees as additional insured, and (b) a cross-liability and severability of interest clause.

The policies required herein shall include provisions that such insurance is primary insurance with respect to the interests of Licensor and that any other insurance maintained by Licensor is excess and not contributory insurance with the insurance required under this section and provisions that such policies shall not be cancelled or their limits of liability reduced without written notice to Licensor in accordance with the terms of such policies. A certificate in a form satisfactory to Licensor certifying the issuance of such insurance shall be furnished to Licensor by Licensee.

Section 11.03 Licensor Maintenance of Insurance Coverage

Without limiting any liabilities or any other obligations of Licensor, Licensor shall, at its sole expense, secure and continuously carry with insurers reasonably acceptable to Licensee *Commercial General Liability insurance* with a minimum single limit of \$1,000,000.00 to protect against and from all loss by reason of injury to persons, including Licensor's employees, Licensee's employees, and all other third persons, or damage to property, including Licensee's

property and the property of all other third-parties, based upon or arising out of Licensor's operations hereunder, including the operations of its contractors of any tier.

The policies required herein shall include a cross-liability and severability of interest clause.

ARTICLE XII. CONFIDENTIALITY

No Party will disclose the terms of this Agreement to any other person or entity, other than to such Party's, or such Party's Affiliates', officers, directors, attorneys, accountants, and employees involved in the performance of this Agreement, and only then on the condition that such individuals agree in writing not to disclose the information disclosed to them. Notwithstanding the foregoing, either Party may disclose the terms of this Agreement to any third-party at any time if: (i) required by the Kansas open records act or open meetings act or similar open records legislation, (ii).required to do so by law or court order (but only to the extent so required); or (ii) the other Party consents in writing to such disclosure. The Licensor will implement commercially reasonable measures to insure that competitive or sensitive information relating to the business operations of Licensee obtained in connection with this Agreement are not inadvertently disclosed. Subject to the foregoing provisions, each Party expressly agrees to maintain communications from the other Party pursuant to or in connection with this Agreement in confidence.

ARTICLE XIII. GENERAL PROVISIONS

Section 13.01 Governing Law

This Agreement and any action related to this Agreement will be governed the laws of the State of Kansas, excluding that body of law controlling conflict of laws. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in the Kansas Tort Claims Act, or to impose punitive damages upon the City as they are construed under the Act. The City's obligations under this Agreement are subject to the provisions of the Cash Basis Law (KSA 10-1112 and 10-1113), the Budget Law (KSA 79-2935) of the State of Kansas.

Section 13.02 Dispute Resolution

Except as otherwise precluded by law, a resolution of any dispute arising out of, or related to, this Agreement shall first be pursued through good-faith negotiations in order to reach a mutually acceptable resolution. If, after negotiating in good faith for a period of at least thirty (30) days, the parties are unable to resolve the dispute, then all disputes relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of the arbitration shall be mutually agreed-upon between the parties and Kansas law will apply.

Section 13.03 Force Majeure

EXHIBIT A

Neither Party shall be subject to any liability or damages for inability to perform its obligations under this Agreement, except for any obligation to pay amounts when due, to the extent that such failure shall be due to causes beyond the reasonable control of either Party, including but not limited to the following: (a) the operation and effect of any rules, regulations, and orders promulgated by any commission, municipality, or governmental agency of the United States, or subdivision thereof (so long as the claimant Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); (b) restraining order, injunction or similar decree of any court; (c) war or act of terrorism; (d) flood; (e) earthquake; (f) act of God; (g) civil disturbance; or (h) strikes or boycotts; provided, the Party claiming Force Majeure shall make every reasonable attempt to remedy the cause thereof as diligently and expeditiously as possible. Time periods for performance obligations of Parties herein shall be extended for the period during which Force Majeure was in effect.

Section 13.04 Notice

Except as otherwise provided herein, any notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth below or at such other address as a Party may designate for itself from time to time by notice hereunder, and shall be transmitted by U.S. Mail, by regularly scheduled overnight delivery, by personal delivery, or by email:

Licensor

City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Ks 66208
ATTN: City Clerk

Licensee

Google Fiber Kansas, LLC
1600 Amphitheater Parkway
Mountain View, CA 94043
ATTN: General Manager
Email: googlefibernotices@google.com
Fax: (650) 618-1806
With a copy to:
ATTN: Google Fiber Legal Department
Email: legal-notices@google.com
Fax: (650) 618-1806

Section 13.05 Failure to Enforce Rights

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement in any instance shall not constitute a general waiver or relinquishment of any such terms or conditions. Rather, such terms and conditions shall be and remain, at all times, in full force and effect.

Section 13.06 Interest

All amounts payable under the provisions of this Agreement shall, unless otherwise specified herein or disputed in good faith, be payable within thirty (30) business days of the invoice date. An interest charge at the rate of one percent (1%) per month shall be assessed against all late

payments. Interest under this Agreement shall not exceed the interest allowable under applicable law.

Section 13.07 No Third-Party Beneficiaries

Nothing in this Agreement is intended to confer rights on any third-party, as a third-party beneficiary or otherwise.

Section 13.08 Assignment of Rights

Except as set forth below, neither Party may assign or transfer its rights and obligations under this Agreement, in whole or part, to a third party without the written consent of the other Party. Licensor may sell, transfer, or assign its ownership interest in the Structures and Conduits provided that the purchaser, transferee, or assignee continues to be bound by the terms of this Agreement. Licensee may, upon written notice to Licensor, assign this Agreement and/or any or all of its rights and obligations under this Agreement to (i) any Affiliate of Licensee; (ii) any successor in interest to Licensee in connection with any merger, acquisition, or similar transaction; or (iii) any purchaser of all or substantially all of the Licensee's assets used to provide communications services to residents and businesses located in Prairie Village, Kansas.

An "Affiliate" means any entity that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with, a Party; and "control" shall mean, with respect to: (a) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof; (b) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (c) any other entity, fifty percent (50%) or more ownership interest in said entity, or the power to direct the management of such entity.

Section 13.09 Survival of Liability or Obligations Upon Termination

Any termination of this Agreement shall not release either Party from any liability or obligations hereunder, whether of indemnity or otherwise, which may have accrued or may be accruing at the time of termination.

Section 13.10 Interpretation

References to Articles and Sections are references to the relevant portion of this Agreement. Headings are for convenience and shall not affect the construction of this Agreement.

Section 13.11 Severability

In the event that any of the terms, covenants, or conditions of this Agreement, or the application of any such term, covenant or condition, shall be held invalid as to any person or circumstance by any court, regulatory agency, or other regulatory body having jurisdiction, all other terms, covenants, or conditions of this Agreement and their application shall not be affected thereby,

but shall remain in full force and effect; provided, in any such case, the Parties shall negotiate in good faith to reform this Agreement in order to give effect to the original intention of the Parties.

Section 13.12 Prior Agreements; Amendments

This Agreement shall supersede all prior negotiations, agreements, and representations, whether oral or written, between the Parties relating to the installation and maintenance of Licensee's Equipment on Licensor's Structures and in Licensor's Conduits. Any Equipment of Licensee attached to Licensor's Structures or in Licensor's Conduits shall be subject to the terms and conditions and rental rates of this Agreement. This Agreement, including any Exhibits attached and referenced herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and may not be amended or altered except by an amendment in writing executed by the Parties hereto.

Section 13.13 Additional Representations and Warranties

Each Party warrants and represents to the other that it possesses the necessary corporate, governmental and legal authority, right and power to enter into this Agreement and to perform each and every duty imposed hereby. Each Party also warrants and represents to the other that each of its representatives executing this Agreement, or submitting or approving an application made hereunder, is authorized to act on its behalf.

Each Party further warrants and represents that entering into and performing under this Agreement does not violate or conflict with its charter, by-laws or comparable constituent document, any law applicable to it, any order or judgment of any court or other agency of government applicable to it, or any agreement to which it is a party and that this Agreement and any application approved hereunder, constitute valid, legal, and binding obligations enforceable against such Party in accordance with their terms.

Section 13.14 Relationship of the Parties

Nothing contained herein shall be construed to create an association, joint venture, trust, or partnership, or impose a trust or partnership covenant, obligation, or liability on or with regard to either Party. Each Party shall be individually responsible for its own covenants, obligations, and liabilities under this Agreement and otherwise.

Section 13.15 Joint Drafting

The Parties acknowledge that this Agreement (including the Exhibits hereto) has been drafted jointly by the Parties and agree that this Agreement will not be construed against either Party as a result of any role such Party may have had in the drafting process.

Section 13.16 Remedies Cumulative; Specific Performance

Except as provided otherwise in this Agreement, all rights and remedies granted to each Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or

EXHIBIT A

remedies otherwise available to such Party at law or in equity. The Parties agree that irreparable damage would occur in the event any provision of this Agreement were not performed in accordance with the terms hereof and that a Party shall be entitled to specific performance of the terms hereof in addition to any other remedy at law or in equity, including monetary damages, that may be available to it.

Section 13.17 Default

In no event shall a dispute, default or alleged default under the License Agreement or Network Cooperation and Services Agreement constitute or be deemed a default, or in any way impact the rights and obligations of the parties under this Agreement and in no event shall a dispute, default or alleged default under this Agreement constitute or be deemed a default, or in any way impact the rights and obligations of the parties under the License Agreement or Network Cooperation and Services Agreement. Additionally, any dispute, default or alleged default under the License Agreement or Network Cooperation and Services Agreement individually shall not constitute or be deemed a default under any other agreement. Further, termination or expiration of the rights and obligations under the License Agreement or Network Cooperation and Services Agreement shall in no way impact the term of this Agreement or otherwise impact the rights and obligations of the parties under this Agreement and any termination or expiration of the rights and obligations under this Agreement shall in no way impact the term, rights or obligations under the License Agreement or Network Cooperation and Services Agreement.

Section 13.18 Further Assurances

In addition to any other obligations set forth in this Agreement, each Party agrees to take such actions (including the execution, acknowledgment, and delivery of documents) reasonably requested by the other Party for the implementation or continuing performance of this Agreement.

Section 13.19 Counterparts; Signatures

This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument. Each Party to this Agreement agrees to: (a) use electronic signatures; and (b) be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN), Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96).

EXHIBIT A

THIS AGREEMENT has been executed as of the date first hereinabove written.

GOOGLE FIBER KANSAS, LLC
1600 Amphitheater Parkway
Mountain View, California 94043

(Authorized Signature)

(Name)

(Title)

CITY OF PRAIRIE VILLAGE, KANSAS
7700 Mission Road
Prairie Village, Ks 66208

Ronald L. Shaffer, Mayor

(SEAL)

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

Catherine P. Logan, City Attorney

EXHIBIT 1
FEE SCHEDULE

Annual Structure Rental Fee - With the exception of those Licensee expenses contemplated herein, Licensor agrees that any and all fees, expenses or rents, relating to or arising out of the use of Licensor's Structures shall be fully satisfied by the provision of free City Broadband Services and free City WiFi Services to be provided by Licensee to Licensor under the terms of the Network Cooperation and Services Agreement entered into by the Parties. If and when Licensee should cease providing free City Broadband Services and free City WiFi Services under the Network Cooperation and Services Agreement, Licensee shall pay such Annual Structure Rental Fees as reasonably agreed to by the Parties.

Annual Conduit Rental Fee - To be agreed upon by Licensor and Licensee.

LICENSE AGREEMENT

This license agreement (“Agreement”) is dated as of the ___th day of _____, 20__ (“Effective Date”), and is between the City of Prairie Village, Kansas, a municipal corporation duly organized in accordance with the laws of the State of Kansas, (“City”), and Google Fiber Kansas, LLC, a Kansas Limited Liability Company with its principal place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043 (“Licensee”) (and together with the “City”, the “Parties”, and each, individually, a “Party”).

As described in that certain Network Cooperation and Services Agreement dated as of _____, 2013 between the City and Licensee (the “NSA”), Licensee desires to use, at the pleasure and authorization of the City, certain City property (hereinafter “Premises”), described in **Exhibit 1**, for the placement and maintenance of certain Utility Equipment and Fiber Housing (as both are hereinafter defined), described in **Exhibit 2**.

THEREFORE, City and Licensee agree as follows:

Section 1. Permit and Use of Premises. City hereby grants Licensee the right to enter upon and use the Premises for the sole purpose of installing, operating and maintaining Utility Equipment and Fiber Housing for the purpose of providing broadband and video services within the City (the “Services”) pursuant to a Video Service Provider Notice, in accordance with Kansas law. Licensee agrees to install the Utility Equipment in specific locations that are mutually agreeable to the Parties and in compliance with the City’s Code and Zoning Regulations, as amended, which may include application fees, administrative or other review processes on a case-by-case basis. The City agrees that its Mayor is hereby authorized to enter into agreements with Licensee for the location, mode of placement, and maintenance of Licensee’s telecommunication lines, other telecommunication equipment and housing, fiber optic equipment and housing (the “Fiber Housing”), and other cables, conduits and housing (the “Utility Equipment”) to be located on City property.

Section 2. Justification of Utilities. The Utility Equipment and Fiber Housing shall be installed within ninety (90) days of the issuance of the initial installation permit(s). Licensee is given the right, for initial construction and maintenance purposes only, to use public property within five (5) feet on either side of the limits of construction as shown on the construction plans described in **Exhibit 3**.

Section 3. Notification to Adjoining Property Owners. At least five (5) days before starting the installation of the Utility Equipment and Fiber Housing, the Licensee shall notify, in writing, the City and all adjoining property owners who may be affected by the installation.

Section 4. Ownership of Utility Equipment and Alteration. The Utility Equipment and Fiber Housing installed by Licensee under the authority of this Agreement is and shall continue to be the property of the Licensee. The Utility Equipment and Fiber Housing shall be maintained, erected, placed, or altered at such times and in such manner as shall be deemed

EXHIBIT B

reasonable for the interest of City by mutual agreement of the parties, recognizing the recommended operation and maintenance of the equipment manufacturer and the authorized use of the equipment.

Section 5. Costs of Installation, Maintenance, Alteration or Relocation of Utility Equipment. Any and all costs associated with the installation, maintenance, alteration or relocation of the Utility Equipment and Fiber Housing shall be borne completely by the Licensee.

Section 6. Relocation of Utility Equipment. City may require that the Utility Equipment and all appurtenances be relocated from City property in the event of capital projects or improvements deemed necessary for public health and safety. City will use commercially reasonable efforts to provide sufficient property for Licensee to relocate to, within reasonably close proximity to the Premises. Upon receipt of notification by City to Licensee that the Utility Equipment or Fiber Housing will need to be relocated, the Parties will, within five (5) working days, mutually agree upon the length of time it will take for Licensee to accommodate such request, and upon and in accordance with the terms of such agreement, Licensee shall proceed with such relocation.

Section 7. Subsequent Maintenance by Licensee. Maintenance of Utility Equipment and Fiber Housing may be performed only after the issuance of subsequent and appropriate permits have been issued by City, except for emergencies and in such case Licensee shall give City notice of Licensee's emergency maintenance and repair as soon as practicable under the circumstances.

Section 8. Annual Fee and Term. In consideration of the permission granted herewith, Licensee agrees to comply with the requirements of this Agreement and to pay City an annual fee of One Dollar (\$1.00) within thirty (30) business days from the invoice date for so long as free City Broadband Services are provided to the City pursuant to the Network Services and Cooperation Agreement between the parties. Upon the date that free City Broadband services are no longer provided to the City an alternate fee structure will be mutually agreed to by the Parties. This Agreement shall be effective for a term beginning on the Effective Date of this Agreement and remain in effect so long as any of the Services are provided by Licensee.

Section 9. Notices. All notices required by this agreement shall be in writing and sent to the following:

City

City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Kansas 66208
Attn: City Clerk
Fax: (913) 381-7755

Licensee

Google Fiber Kansas, LLC

Attn: General Manager
1600 Amphitheater Parkway
Mountain View, CA 94043
Fax: (650) 618-1806

EXHIBIT B

Email: googlefibernotices@google.com

With a copy to:

Attn: General Counsel

Fax: (650) 618-1806

Email: legal-notices@google.com

All notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.

Section 10. Governing Law. This Agreement and any action to this Agreement will be governed by the laws of the State of Kansas.

Section 11. Conformance with Codes and Registration with Kansas Law. All installations by Licensee shall be made in accordance with the standard of the appropriate municipal code(s).

Section 12. Default and Cancellation. In no event shall a dispute, default or alleged default under the Attachment Agreement or Network Cooperation and Services Agreement, each of which has been entered into between the City and Licensee constitute or be deemed a default, or in any way impact the rights and obligations of the parties under this Agreement and in no event shall a dispute, default or alleged default under this Agreement constitute or be deemed a default, or in any way impact the rights and obligations of the parties under the Attachment Agreement or Network Cooperation and Services Agreement. Additionally, any dispute, default or alleged default under the Attachment Agreement or Network Cooperation and Services Agreement individually shall not constitute or be deemed a default under any other agreement. Further, termination or expiration of the rights and obligations under the Attachment Agreement or Network Cooperation and Services Agreement shall in no way impact the term of this Agreement or otherwise impact the rights and obligations of the parties under this Agreement and any termination or expiration of the rights and obligations under this Agreement shall in no way impact the term, rights or obligations under the Attachment Agreement or Network Cooperation and Services Agreement.

Section 13. Severability. All of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provisions; or unless the court finds that the valid provisions, standing alone, are incapable of

EXHIBIT B

being performed in accordance with the intentions of the parties.

Section 14. Dispute Resolution. Except as otherwise precluded by law, a resolution of any dispute arising out of, or related to, this Agreement shall first be pursued through good-faith negotiations in order to reach a mutually acceptable resolution. If, after negotiating in good faith for a period of at least thirty (30) days, the parties are unable to resolve the dispute, then all disputes relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of the arbitration shall be mutually agreed-upon between the parties and Kansas law will apply.

Section 15. Modification. Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified or amended except in writing signed by City.

Section 16. Counterparts; Signatures. This Agreement may be executed in multiple counterparts, all of which taken together constitute one and the same instrument. Each party to this Agreement agrees to use electronic signatures and to be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN. Pub. L. 106-229. 14 Stat. 464. Enacted June 30, 2000. 15 U.S.C. ch.96).

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representatives.

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EXHIBIT B

CITY OF PRAIRIE VILLAGE, KANSAS

Ronald L. Shaffer, Mayor

(SEAL)

ATTEST:

Joyce Hagen Mundy
City Clerk

APPROVED AS TO FORM:

Catherine P. Logan City Attorney

EXHIBIT B

LICENSEE

Google Fiber Kansas, LLC.
1600 Amphitheater Parkway
Mountain View, California 94043

(Authorized Signature)

(Name)

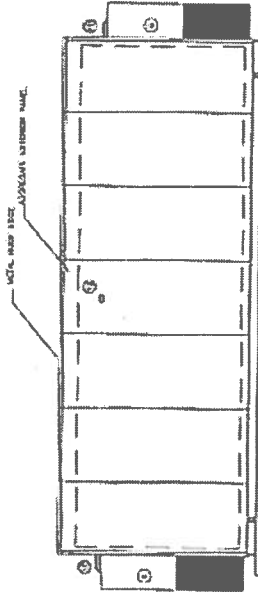
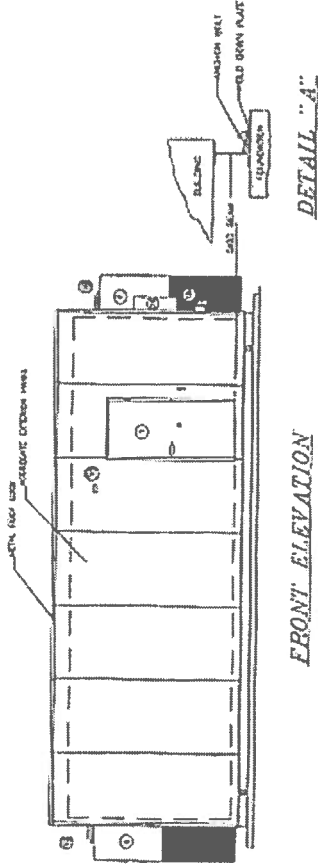
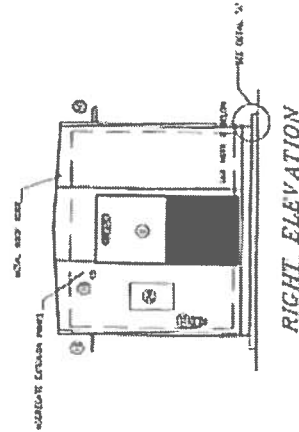
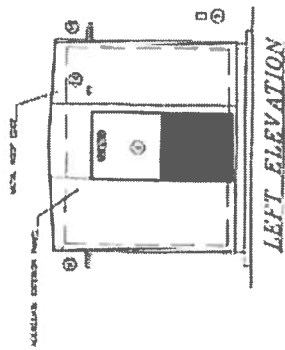
(Title)

EXHIBIT 1
SITE(S) SURVEY

EXHIBIT 2

DESCRIPTION OF UTILITY EQUIPMENT AND FIBER HOUSING

EXHIBIT B



1. NO. TAPE OR ANY MARKING IS TO BE SEEN ON THE EXTERIOR OF THE BUILDING OR DOORS.
2. INSTAL. OF ANY MARKING OR PLATE ON THE EXTERIOR OF THE BUILDING FOR ALL TAGS AND DISCHARGES MUST BE EXTENSION TO EACH AIR CONDITIONER DRAIN TUBE TO DRAIN WATER AWAY FROM THE FOUNDATION.

PROJECT
GOOGLE FIBER

THIS DRAWING IS THE PROPERTY OF THERMOBOND BUILDINGS, L.L.C. IT IS TO BE KEPT IN CONFIDENCE AND NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THERMOBOND BUILDINGS, L.L.C.

THERMOBOND BUILDINGS

200 N. Camp P.O. Box 445, Fort Mill, SC 29504
Phone: 803.547.1111, Fax: 803.547.1112, www.thermobond.com

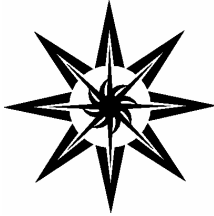
DATE: 7/24/12
SCALE: AS SHOWN
DRAWN BY: DNL
CHECKED BY: [REDACTED]

PROJECT: EXTERIOR LAYOUT FOR 11' x 6' H. x 28' L. x 6' H. BLDG.
JOB NO.: AC55681
PAGE: 6 OF 13

EXHIBIT 3

CONSTRUCTION PLANS

To be completed and attached prior to start of construction



ADMINISTRATION

Council Committee Meeting Date: August 5, 2013

City Council Meeting Date: August 5, 2013

***COU2013-25: Request for Contingency Funds for Contract Services - Weed and Grass Abatement**

RECOMMENDATION

Staff recommends the Council authorize the use of \$5,000 in contingency funds to be used for Contract Services- Weed and Grass Abatement.

Action is requested at the August 3, 2013 City Council Meeting

SUGGESTED MOTION

The City Council authorizes the use of \$5,000 in contingency funds to be used for Contract Services- Weed and Grass Abatement.

BACKGROUND

Previous to 2009, the Prairie Village Public Works Department mowed properties which have been found to be in violation of the City Weeds and Grass ordinance. Given the limited amount of staff resources, it was determined in 2009 that utilizing an outside contractor for abatement mowing services would be more cost-effective.

Each year the Code department budgets for contract mowing services. In FY2013 a total of \$3,500 was budgeted for these services. As of July 31, 2013, the City has mowed 13 properties at a total cost of \$5,246. Several of the properties abated were of significant cost because of taller grass and abatement of tree limbs prior to mowing. Staff attributes the issues with higher costs to higher levels of rain and the tree limb damage because of drought the previous year.

The City places a lien on the property to recover costs related to weed and grass abatement. Recovery of these funds can take years, often only occurring as a result of a sale.

Staff is requesting an additional \$5,000 in contingency funds to cover the current and future overages from the FY2013 budget amount of \$3,500.

ATTACHMENTS

N/A

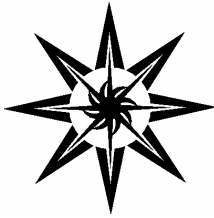
FUNDING SOURCE

City Council approved \$500,000 in contingency funds in FY2013 budget. The City Council has previously allocated \$32,000 in contingency funds.

PREPARED BY

Dennis J. Enslinger
Assistant City Administrator

Date: August 1, 2013



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: August 5, 2013

Council Meeting Date: August 5, 2013

*COU2013-26: CONSIDER BID AWARD FOR HIGHWAY ROCK SALT

RECOMMENDATION

Staff recommends the City Council approve the bid from Central Salt for Highway Rock Salt at \$52.40 per ton delivered and for Enhanced Salt at \$69.09 per ton delivered.

BACKGROUND

Advertised bids were opened on April 29, 2013 by the City Clerk. This is an annual bid for highway rock salt used for snow/ice control. Four bids were received:

<u>Company</u>	<u>Rock Salt</u>	<u>Enhanced Salt</u>
Central Salt	\$52.40 per ton	\$69.09 per ton
Cargill	\$55.90 per ton	\$76.43 per ton
Independent Salt	\$49.75 per ton	No Bid
North America Salt	\$90.06 per ton	No Bid

The bid price for 2012 was \$49.75 per ton for Rock Salt and \$73.24 per ton for Enhanced Salt.

It is anticipated that Rock Salt and Enhanced Salt will be purchased under this bid with the Enhanced Salt being the primary product purchased. Central Salt has the lowest bid price for the Enhanced Salt and therefore we are recommending they be our supplier for this year. The 2013 Budget includes \$96,000 for salt.

The 2012 Salt Bid included the Enhanced Salt for the first time. We used about 200 tons this past winter and feel it is a good product and it is effective at the rates specified by the manufacturer. In 2013 we plan to almost exclusively use the Enhanced Salt as we know it works and it has many additional benefits as listed in the attached brochure.

FUNDING SOURCE

Funding is available in the 2013 Public Works Operating Budget

RELATION TO VILLAGE VISION

TR3c Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.

ATTACHMENTS

Enhanced Salt Brochure

PREPARED BY

Keith Bredehoeft, Interim Director of Public Works

Date: August 1, 2013

SnowSlicer™

Bulk Pre-Wet Enhanced Deicer

SnowSlicer™ is a pre-wet ice melting product that contains a blend of naturally occurring crystal and liquid ice melt products plus a unique, purple coloring that makes it highly visible. The combination of a high-performance liquid deicer and a blend of fine and coarse crystal ice melters using Central Salt's "pre-wetting" technology results in a unique product that melts faster, lasts longer and performs better.



Why is SnowSlicer more Cost Effective?

- Fast-acting and effective in lower temperatures
- Pre-wet deicer means less material (up to 50%) and fewer applications are needed
- Flows freely even in sub-freezing conditions
- Vivid purple color is easy to see and will not track or stain
- Maintains a residual melting effect after storm event

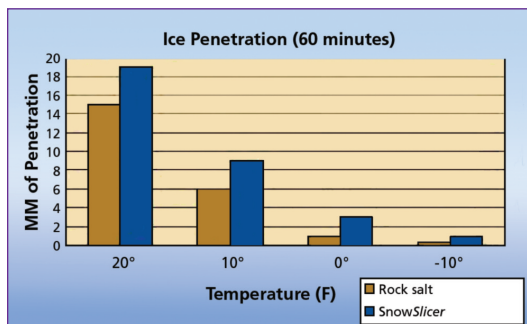


"It has given us the ability to use less material but receive the same results. Not only has it saved us money in material costs, it is less damaging to our equipment and doesn't cake as much as other salt products."

— Tim Washburn
Purchasing Manager
Acres Group, Illinois

SnowSlicer™

Bulk Pre-Wet Enhanced Deicer



Performance

SnowSlicer's melting capacity rivals that of calcium chloride and magnesium chloride, at a much lower cost. All deicers must liquefy in order to chemically perform. Through the pre-wetting technology, SnowSlicer performs to expectations almost immediately. When applied to a snow-covered surface, SnowSlicer quickly begins to dissolve and penetrate packed snow and ice. The bond between the ice and pavement is then broken, which allows loosened ice and snow to be easily removed.

Features	Benefits
30% to 50% material reduction over rock salt	Cost Savings: Materials applied. Equipment & manpower utilization. Transportation costs. Less risk of environmental impact due to less product being used.
Works at low temperatures	Effectively melts ice and snow at temperatures as low as -20 degrees F.
Starts melting on contact	Does not need traffic, sunlight or higher pavement temperatures to start melting snow and ice. Unlike most dry blends that have less than 10% calcium or magnesium chloride, every salt crystal is coated and accelerates the melting process.
Resists freezing or clumping in stockpile and in spreaders	Saves time and materials. Product remains free flowing.
Non-staining, odorless purple color	More visible on snow covered roads. Crews can track where product is placed minimizing overlap and reassures drivers and owners that treatment has occurred. No foul odor or color tracked into building.
Pre-wetted material	Better utilization of material by reduced bounce and scatter.
Residual Effect	Extended melting action.

From Central Salt—Where Service is Central

SnowSlicer is produced exclusively by Central Salt, a leader in liquid, dry and dry blend ice melting technologies used throughout the winter maintenance industry. We are at your service 24/7, ready to provide the highest level of service at the most affordable cost.



PRODUCED AND MARKETED BY



385 Airport Road, Suite 108
Elgin, Illinois 60123
(888) HWY SALT or (888) 499-7258
info@centralsalt.com www.centralsalt.com

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
August 05, 2013
7:30 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **PUBLIC HEARING**

2014 Budget Hearing

Adopt the 2014 Budget and Adopt Ordinance 2277

- V. **PUBLIC PARTICIPATION**
- VI. **CONSENT AGENDA**

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

By Staff

- 1. Approve Regular Council Meeting Minutes - July 15, 2013
- 2. Approve Claims Ordinance 2907
- 3. Authorize the Mayor to execute the following proclamations:
Relay for Life Day - August 24, 2013
SME Class of 1963 - 50th Year Reunion Week
- 4. Approve the purchase of a replacement dump truck from Diamond International Truck of Kansas City for \$81,233.00 and the disposal of Asset #827 by auction
- 5. Approve the purchase of a replacement pickup truck from Shawnee Mission Ford for \$27,483.00 and the disposal of Asset #1108 by auction
- 6. Approve the purchase of a replacement Vermeer Wood Chipper from Vermeer- Olathe for \$42,864.15 and the disposal of Asset #1301 by auction.
- 7. Confirm the appointments of Paul Middleton and Bill Benson to the Neighborhood Conservation Overlay District Appeals Committee representing the Countryside East Homes Association

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

Council Committee of the Whole

- COU2013-24 Consideration of a network services and cooperation agreement and related agreements with Google Fiber Kansas, LLC
- COU2013-25 Consider authorization of the use of \$5,000 in contingency funds to be used for Contract Service - Weed and Grass Abatement
- COU2013-26 Consider Bid Award for Highway Rock Salt

Communications Committee

Consider website upgrade and homepage redesign

- IX. STAFF REPORTS
- X. OLD BUSINESS
- XI. NEW BUSINESS
- XII. ANNOUNCEMENTS
- XIII. 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



ADMINISTRATION

Council Meeting Date: August 5, 2013

BUDGET HEARING - Adopt the 2014 Budget and Adopt Ordinance No. 2277

RECOMMENDATION

The City Council adopt the 2014 Budget and adopt associated Ordinance No. 2277.

SUGGESTED MOTIONS

Move that the City Council adopt the 2014 Budget as certified in the amount of \$28,896,223 with ad valorem tax in the amount of \$5,556,292, and adopt associated Ordinance No. 2277 attesting to an increase in the property tax dollars levied in the General Fund in excess of the amount allowed by the state formula.

BACKGROUND

State statutes require that the Notice of Budget Hearing must be published ten days before the City holds a public hearing on the proposed budget. The budget must be certified to the County Clerk by August 25th. The attached Budget Summary page was published in The Legal Record on Tuesday, July 16, 2013, per state statute guidelines. The published budget was approved by Council Committee On July 15, 2013.

The proposed budget maintains a mill rate of 19.478, which is comprised of the General Fund mill levy and the Bond & Interest Fund mill levy. The mill rate remains the same as the 2013 mill rate.

State statutes require the City Council adopt an ordinance increasing the mill levy if the total dollars levied in the General Fund are higher than allowed by the state's formula. In the 2014 proposed budget, the total dollars levied in the General Fund exceed the limit established by the state formula. The City is required to adopt an ordinance. Ordinance No. 2277 is attached.

If Council amends the published budget on August 5th, the revised budget will be republished with changes on August 6th in The Legal Record. Another budget public hearing will occur on August 19th. The Council must review and adopt the amended budget on August 19th in time for the mill levy rate to be certified to the County Clerk on August 25th. The City is authorized by K.S.A. 79-2929a to amend the budget before December 31st to spend money not in the original budget. The additional expenditures have to be made from existing revenue and cannot require additional tax levies.

ATTACHMENTS:

- Presentation Slides
- State Budget Forms
 - Budget Summary page
 - Certificate page
- Ordinance Number 2277

Prepared By:

Lisa Santa Maria

Finance Director

Date: July 30, 2013

CITY OF PRAIRIE VILLAGE
2014 BUDGET
PUBLIC HEARING

August 5, 2013



2014 Budget Process

2

- 3/18 - 6/17 – Discussion regarding 2014 Budget and overview of significant items identified at February 2nd Council work session. Discussions spanned seven meetings in total .
- May 6th – Budget Calendar, Overview, Budget Trends and Introduced Budget Simulator
- June 3rd – Operating Budget (all but Infrastructure)
- June 17th – Capital Infrastructure Fund
- July 15th – Permission to Publish 2014 Budget
- July 16th – 2014 Budget Published in Legal Record
- August 5th – Public Hearing



2014 Budget Goals & Objectives

3

- Maintain high quality services and programs
- Maintain quality streets, parks and infrastructure
- Continue strong financial position
- Maintain AAA bond rating
- Increase financial transparency
- Increase citizen participation in budget issues



2014 Budget Objectives

4

- Three services enhances:
 - ▣ Park funding and more park/green space
 - ▣ Address Emerald Ash Borer infestation
 - ▣ Rental licensing home program and home ownership initiatives



2014 Budget Overview

5

- The 2014 Budget is balanced.
 - ▣ Same mill levy rate – 19.478
 - ▣ Maintains same offering of services, except three enhanced services from previous slide
 - ▣ Nominal overall increase in 2014 General Fund department budgets of 0.91%
 - ▣ Stormwater Utility fee remains at current rate



General Budget Items

6

- ❑ Fuel: \$3.75/gallon (eliminated CFA account)
- ❑ Health Insurance: 10% increase
- ❑ KPERS: 0.9% employer rate increase, for a total of 9.84%
- ❑ Police Pension Contribution: same as 2013 - \$450,000
- ❑ Employee Merit Pool: 3%
- ❑ No rate increase expected for street lights & traffic signals
- ❑ General Fund Contingency: \$500,000



City of Prairie Village 2014 Budget

7

Fund	2014 Budget
General	\$18,259,428
Solid Waste	1,475,470
Special Highway	500,000
Stormwater Utility	1,664,435
Special Park & Rec	120,000
Special Alcohol	92,920
Bond & Interest	<u>2,012,635</u>
Total	\$24,124,888



2014 Budget Highlights

8

- Same level of service as 2013
- Same staffing levels as 2013
 - Added \$65,000 for position related to rental licensing home program and home ownership initiatives
- Salary pool: 3% merit pool
- Anticipated ending fund balance of 25%



2014 Budget Highlights

9

- Mill Levy
 - Comprised of General Fund levy and Debt Service Fund levy
 - General Fund = 14.784 (estimated for 2014)
 - Debt Service = 4.694 (estimated for 2014)
- Total = 19.478
- Same total mill levy rate as 2013

2013 Total Mill Levy - Average Prairie Village House

Average Home Price: \$ 219,064

Mill Levies

2012/2013 Assessed Value (11.5%): \$ 25,192

			Annual	Monthly
Prairie Village	19.478	Prairie Village	\$ 491	\$ 41
Consol. Fire #2	10.187	Consol. Fire #2	257	21
SM School	55.766	SM School	1,405	117
County	17.717	County	446	37
Library	3.149	Library	79	7
JoCo Park & Rec	2.344	JoCo Park & Rec	59	5
State	1.500	State	38	3
Comm College	8.785	Comm College	221	18
	<u>118.926</u>		<u>\$ 2,996</u>	<u>\$ 249</u>

1 mill for the City = \$282,359 (valuation as of July 1, 2013)

1 mill for the average house = \$25.19 (annual)

**City of Prairie Village
Comparison of Property Tax paid on Average House
2009 - 2014**

	Budget Year					
	2009	2010	2011	2012	2013	2014
Average PV Home (1)	\$221,344	\$218,404	\$205,983	\$214,707	\$218,176	\$219,064
Average PV Home Assessed Value (2)	\$25,455	\$25,116	\$23,688	\$24,691	\$25,090	\$25,192
Mill Rate (3)	18.182	18.179	18.877	19.491	19.478	19.478
Total Prairie Village Tax	\$462.81	\$456.59	\$447.16	\$481.26	\$488.71	\$490.70

Notes

(1) Per the County Appraiser.

(2) Residential property is assessed at 11.5% of the appraised value.

(3) The amounts for 2009 - 2013 are the final rates per the tax bills. The rate for 2014 is estimated.

Updated by: Lisa Santa Maria, Finance Director

Date: 7/31/2013

Johnson County Cities Mill Levy Comparison - 2013

City	Mill Levy					Total
	City	Fire	Bond & Interest	Stormwater	Other	
Spring Hill	24.633	11.921	2.971		0.153	39.678
Edgerton	36.935					36.935
Roeland Park	21.312	10.187	4.560			36.059
Westwood	24.464	10.187				34.651
Mission Hills	19.256	10.187	2.670			32.113
Gardner	23.113		8.027			31.140
Westwood Hills	20.000	10.187				30.187
Lenexa	20.496		9.172			29.668
Prairie Village	13.898	10.187	5.580			29.665
Fairway	17.540	10.187	1.081			28.808
Merriam	25.146		2.376			27.522
Shawnee	15.150		9.207		0.557	24.914
Olathe	9.003	1.702	11.328		2.761	24.794
Leawood	18.643		5.750			24.393
Mission	10.361	10.187	1.049			21.597
Desoto	6.114		7.518		6.515	20.147
Overland Park	11.814			0.955		12.769

S: 2012 Mill Levies on Each \$1,000 Tangible Assessed Valuation - Johnson County, Kansas worksheet found on the Johnson County Dept of Records & Tax Administration website.



2014 Budget Highlights

13

- Solid Waste Management
 - ▣ Annual household assessment increased from \$158.52 to \$174.00
- Stormwater Utility
 - ▣ No change in rate from 2013
\$0.040/sq.ft. of impervious area



2014 Budget Highlights

14

- **General Fund Transfer to CIP**
 - 2014 Transfer - \$2.5M
 - 2013 Transfer - \$2.5M
 - 2012 Transfer - \$1.6M
 - 2011 Transfer - \$816,650
 - 2010 Transfer - \$1.89M
 - 2009 Transfer - \$2.1M

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



Proposed 2014 CIP Plan

CIP Expenditure Total = \$6,907,094

2014 PROJECT DESCRIPTION	2014 EXPENDITURES
Park Infrastructure Reserve (formerly Pool Rsv)	\$120,000
Harmon Park Tennis Courts	\$550,000
McCrum Park	\$181,000
Prairie Park	\$8,000
Taliaferro Park	\$35,000
Harmon Park	\$26,000
PARK TOTAL PER YEAR	\$920,000
Delmar & Fontana Drainage Channel	\$440,000
Drainage Repair Program	\$150,000
DRAINAGE TOTAL PER YEAR	\$590,000
75th St - State Line Rd to Mission Rd	\$2,525,900
Traffic Calming Program	\$25,000
Paving Program	\$721,694
Somerset Dr - Belinder to Reinhardt (CARS)	\$1,023,000
Roe Ave - 75th St to 83rd St (CARS)	\$75,000
CDBG	\$225,000
STREET TOTAL PER YEAR	\$4,595,594
City Hall Roof Repair and Siding	\$76,500
BUILDINGS TOTAL PER YEAR	\$76,500
ADA Compliance Program	\$25,000
Concrete Repair Program	\$700,000
OTHER TOTAL PER YEAR	\$725,000
CIP TOTAL	\$6,907,094



Changes to the Budget

16

- By state statute the 2014 Budget must be certified to the County Clerk by August 25th
- Any major changes to this version of the 2014 Budget will require:
 - Permission to publish notification of another budget hearing (August 6th)
 - Convene another public hearing (August 19th)
 - Final approval of the Budget (August 19th)



Next Steps

17

- Adoption of the Budget
- Submission of the Budget to the County Clerk by August 25th

NOTICE OF BUDGET HEARING

The governing body of
City of Prairie Village
will meet on August 5, 2013 at 7:30 pm at 7700 Mission Road for the purpose of
hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax.
Detailed budget information is available at Prairie Village Municipal Offices, 7700 Mission Road and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2014 Expenditures and Amount of 2013 Ad Valorem Tax establish the maximum limits of the 2014 budget.
Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2012		Current Year Estimate for 2013		Proposed Budget for 2014		
	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2013 Ad Valorem Tax	Estimate Tax Rate *
General	15,525,998	14.763	17,863,131	13.898	21,210,763	4,217,185	14.784
Bond & Interest	2,000,486	4.728	2,013,018	5.580	2,012,635	1,339,107	4.694
Special Highway	580,000		565,813		500,000		
Solid Waste Management	1,692,097		1,400,214		1,475,470		
Stormwater Utility	1,485,000		1,602,576		1,664,435		
Special Parks	83,000		95,422		120,000		
Special Alcohol	91,181		90,857		92,920		
Corinth CID	238,588		450,000		840,000		
PV Shops CID	89,815		470,000		980,000		
Non-Budgeted Funds-A	4,724,997						
Totals	26,511,162	19.491	24,551,031	19.478	28,896,223	5,556,292	19.478
Less: Transfers	3,784,649		5,066,666		8,389,625		
Net Expenditure	22,726,513		19,484,365		20,506,598		
Total Tax Levied Assessed Valuation	5,488,312		5,499,769		xxxxxxxxxxxxxxxxxxxxx		
	281,618,238		282,359,048		285,259,905		
Outstanding Indebtedness, January 1,							
	2011		2012		2013		
G.O. Bonds	8,562,696		10,974,064		9,150,430		
Revenue Bonds	0		0		0		
Other	0		0		0		
Lease Purchase Principal	0		0		0		
Total	8,562,696		10,974,064		9,150,430		

*Tax rates are expressed in mills

City of Prairie Village

City Official Title: The governing body of

ORDINANCE NUMBER 2277

AN ORDINANCE ATTESTING TO AN INCREASE IN TAX REVENUES FOR BUDGET YEAR 2014 FOR THE City of Prairie Village.

WHEREAS City of Prairie Village must continue to provide services to protect the health, safety, and welfare of the citizens of this community; and

WHEREAS, the cost of providing essential services to the citizens of this city continues to increase.

NOW THEREFORE, be it ordained by the Governing Body of the City of Prairie Village:

Section One. In accordance with state law, the City of Prairie Village has scheduled a public hearing and has prepared the proposed budget necessary to fund city services from January 1, 2014 until December 31, 2014.

Section Two. After careful public deliberations, the governing body has determined that order to maintain the public services that are essential for the citizens of this city, it will necessary to budget property tax revenues in an amount exceeding the levy in the 2013 budget.

Section Three. This ordinance shall take effect after publication once in the official city newspaper.

Passed and approved by the Governing Body on this _____ day of _____, 2013.

/s/ _____
Mayor

ATTEST: /s/ _____
City Clerk

CONSENT AGENDA

CITY OF PRAIRIE VILLAGE, KS

August 5, 2013

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JULY 15, 2013**

The City Council of Prairie Village, Kansas, met in regular session on Monday, July 15, 2013, at 7:30 p.m. in the Council Chambers of the Municipal Building.

ROLL CALL

Mayor Ron Shaffer called the meeting to order and roll call was taken with the following Council members present: Ashley Weaver, Dale Warman, Ruth Hopkins, Steve Noll, Michael Kelly, Brooke Morehead, Charles Clark and David Morrison.

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

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

PUBLIC PARTICIPATION

Chuck Dehner, 4201 West 68th Terrace, spoke again in protest to the giveaway of taxpayer dollars under the CID. He is particularly opposed to the CID paying for architect and legal fees associated with the CID projects. He feels it is immoral for middle-class taxpayers to pay wealthy developers. Mr. Dehner noted that the issuance of bonds is included in the agreement and will amount to \$80M. He has discussed with national real estate operatives that the City cannot deny the bonds and they agree with his views.

Mr. Dehner noted the unkept appearance of the Village Shops and feels that if the owners cannot maintain their property they should sell it. Developers should not be receiving

taxpayer dollars. The CID's are a perversion of free market capitalism. Mr. Dehner clarified comments made at the July 1st meeting that were not reflected in the minutes related to the receipt of campaign contributions to Mayor Shaffer.

Mayor Shaffer recognized two boy scouts in attendance at the meeting.

With no one else to address the Council Public Participation was closed at 7:39 p.m.

CONSENT AGENDA

Dale Warman moved the approval of the Consent Agenda for May 15, 2013:

1. Approve the Regular Council Meeting Minutes - May 1, 2013
2. Approve performance contract for the Mutual Musician's Foundation All-Stars for the 2013 Jazz Festival at a cost of \$900
3. Authorize staff to publish the 2014 proposed budget as required by State statutes
4. Approve the renewal of the Public Defender contract with Lenin Guerra, Attorney for Public Defender services for Spanish speaking defendants.
5. Authorize the Mayor to execute Ordinance 2176 approving the KU Kickoff Event at Corinth Square as a Special Event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded areas of the event.

A roll call vote was taken with the following members voting "aye": Weaver, Warman, Hopkins, Noll, Kelly, Morehead, Clark and Shaffer.

MAYOR'S REPORT

Mayor Shaffer reported he attended the following events on behalf of the City: IKEA ground breaking in Merriam; MARC Transportation Council; Northeast Johnson County Chamber Legislative Breakfast; Deffenbaugh Industries tour and Villagefest.

Councilman Morrison arrived.

COMMITTEE REPORT

Villagefest

Steve Noll reported the weather was perfect for the event and several positive comments were received. The ZIP Line was so popular they ended up operating a half hour beyond their contract time to get everyone through. The Committee will work on addressing the long lines and wait time. Mayor Shaffer noted the long lines for face painting. The craft area vendors were pleased. Dale Warman noted the huge success of the pie baking contest with 38 entries. He commended Danielle Dulin on her work organizing this new event. Officer Adam Taylor noted that 450 bike helmets were given away at the event.

JazzFest

Brooke Morehead noted with the earlier Council action the line-up is now set for the September 7th event and encouraged all Council members to attend.

STAFF REPORTS

Public Safety

- Chief Jordan recapped Villagefest from his perspective noting the cooperation of everyone involved. The Children's Parade was one of the largest in recent years.
- Channel 41 will be running a feature on the department's pursuit training.

Public Works

- Mike Helms, Field Superintendent, is back at work half days after a long absence.
- Keith Bredehoeft provided an update on the current street projects. He noted three of the last five streets completed needed greater depth repair than originally anticipated. The microsurfacing project covering 20 streets is progressing well with no weather delays.
- Mr. Bredehoeft reported he made a presentation for CDBG Project funding to the County earlier in the day.

Administration

- Dennis Enslinger reported the Planning Commission will hear the revised plans for the Mission Valley site on August 6th. If action is taken by the Commission at that meeting, the item will be forwarded to the City Council on September 3rd.

Brooke Morehead asked how the neighborhood meeting went and if minutes of that meeting were available. Mr. Enslinger responded approximately 75 to 80 people were in attendance

and the applicant would be providing summary notes from the meeting. Mrs. Morehead asked if these could be taken from an independent person. Mr. Enslinger responded neighborhood meetings are not part of the official record and are prepared by the applicant. Their intent is to require the applicant to have dialog with the neighborhood prior to appearing before the Planning Commission.

Charles Clark noted that prior to the Commission’s adoption of its Citizen Participation Policy there was no requirement that the applicant interact with the neighborhood. The level of interaction varies greatly with each application.

- Danielle Dulin stated pool memberships will go on sale tomorrow for half price for the remainder of the season.
- The swim and dive teams completed their season with the All-City meet last week with Prairie Village placing 5th overall. Mrs. Dulin recapped the successful finishes in individual events.
- Quinn Bennion noted he and other staff members, Mayor Shaffer & Councilman Warman took part in a tour of the Deffenbaugh facilities last week.
- .The filing deadline for the Director of Public Works position was two weeks ago. The consultant is reviewing applications with the selection committee meeting soon.
- Mr. Bennion noted he would be out of the office from July 19th to 28th.

OLD BUSINESS

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

NEW BUSINESS

Dale Warman announced the speaker for the Northeast Johnson County Chamber luncheon on Thursday, July 18th will be the president of Johnson County Community College Dr. Joe Sopcich.

ANNOUNCEMENTS

JazzFest Committee (3304 W. 71 st Street)	07/16/2013	7:00 p.m.
Prairie Village Arts Council	07/17/2013	7:00 p.m.
Environment/Recycle Committee	07/24/2013	7:00 p.m.
VillageFest Committee	07/25/2013	7:00 p.m.
Council Committee of the Whole	08/05/2013	6:00 p.m.
City Council	08/05/2013	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce a mixed media exhibit by the Senior Arts Council in the R.G. Endres Gallery for the month of July.

Recreation memberships are on sale in the City Clerk's Office. Beginning Tuesday, July 16th, pool memberships are half off, excluding the Super Pass and 10 Swim Cards.

The next Moonlight Swim will be Friday, July 19, with the pool complex remaining open until 10:00 p.m.

ADJOURNMENT

With no further business to come before the City Council, the meeting was adjourned at 7:50 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

July 15, 2013

Copy of Ordinance
2907

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	WARRANT NUMBER	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
5015-5070	6/7/2013	699,656.54	
5071-5083	6/14/2013	6,225.73	
5084-5089	6/21/2013	6,217.87	
5090-5191	6/24/2013	159.26	
5192-5206	6/25/2013	19,402.00	
5207-5214	6/27/2013	162,439.12	
5215-5216	6/28/2013	1,294.06	
Payroll Expenditures			
6/14/2013		273,166.02	
6/28/2013		284,158.65	
Electronic Payments			
Electronic Pmnts	6/3/2013	4,207.58	
Electronic Pmnts	6/7/2013	738.42	
Electronic Pmnts	6/10/2013	10,811.14	
Electronic Pmnts	6/12/2013	474.43	
Electronic Pmnts	6/13/2013	877.34	
Electronic Pmnts	6/17/2013	593.91	
Electronic Pmnts	6/18/2013	1,531.90	
Electronic Pmnts	6/20/2013	4,309.98	
Electronic Pmnts	6/27/2013	873.97	
TOTAL EXPENDITURES:			1,477,137.92
Voided Checks			
TOTAL VOIDED CHECKS:			-
GRAND TOTAL CLAIMS ORDINANCE			1,477,137.92

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

Passed this 15th day of July 2013.

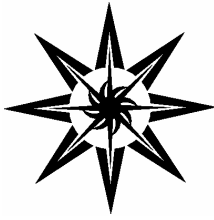
Signed or Approved this 15th day of July 2013.

(SEAL)

ATTEST: _____

City Treasurer

Mayor



MAYOR

**Council Meeting Date: August 5, 2013
CONSENT AGENDA**

Consent Agenda: Consider Proclamations

RECOMMENDATION

Recommend the City Council authorize the Mayor to execute the following proclamations:

**Relay for Life Day - August 24, 2013
SME Class of 1963 - 50th Year Reunion Week**

BACKGROUND

Relay for Life is the signature activity of the American Cancer Society and honors cancer survivors and remembers those lost to the disease. A Relay For Life will be held in Prairie Village at Franklin Park on Saturday, August 24th. The proclamation acknowledges this important fund raiser and encourages citizens to participate in the Prairie Village Relay For Life.

The members of the 1963 graduating class of 1963 will be celebrating their 50th reunion the week of October 7th through October 13th and asked for a proclamation acknowledging this special event.

ATTACHMENT

Proclamation

PREPARED BY

Joyce Hagen Mundy, City Clerk
Date: July 26, 2013



Proclamation

American Cancer Society Relay For Life of Prairie Village

WHEREAS, Relay For Life is the signature activity of the American Cancer Society and honors cancer survivors (anyone ever diagnosed with cancer) and remembers those lost to the disease; and

WHEREAS, money raised during the American Cancer Society Relay For Life of Prairie Village helps support research, education, advocacy, and patient services; and

WHEREAS, Relay For Life helps fund more than \$100 million in cancer research each year; and

NOW THEREFORE BE IT RESOLVED, that I, Ron Shaffer, Mayor of Prairie Village, do hereby proclaim August 24th 2013 as,

"RELAY FOR LIFE DAY"

in Prairie Village and encourage citizens to participate in the American Cancer Society Relay For Life of Prairie Village at Franklin Park on August 24 from 11am to 11pm.

IN WITNESS WHEREFORE, I hereunto set my hand and caused to be affixed the Seal of the City of Prairie Village this 5th day of August in the year of the Lord, two thousand thirteen.

**Ron Shaffer, Mayor
City of Prairie Village, Kansas**

CITY OF PRAIRIE VILLAGE **PROCLAMATION**

Whereas, the members of the class 1963 graduating class from Shawnee Mission East High School have gathered together for a gala evening to celebrate their 50th class reunion; and

Whereas, the members of the class of 1963, who live in Prairie Village, will be joined by fellow classmates from around the country who have made a special effort to be part of this celebration; and

Whereas, for the past 50 years, the members of this class have been outstanding examples of community minded citizens who have served as important role models to the young men and women in their communities; and

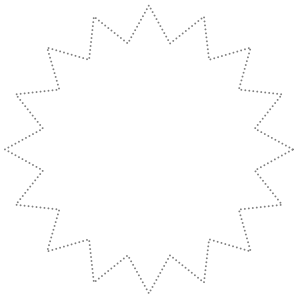
Whereas, although the reunion will be a time of joy in seeing old friends and remembering good times, it will be an opportunity to recall the past friendships of the members of the class who are deceased; and

Whereas, the City of Prairie Village hopes that this 50-year reunion of the Shawnee Mission East High School Class of 1963 will be memorable and enjoyable for the members and their families.

Now Therefore, as Mayor of the City of Prairie Village, Kansas, by virtue of the authority vested in me, I do hereby proclaim the week of October 7 through October 13, 2013, as:

SHAWNEE MISSION EAST HIGH SCHOOL CLASS OF 1963 50-YEAR REUNION WEEK

In witness whereof, I have hereunto set my hand and caused to be affixed the official Seal of the City of Prairie Village, this ____ day of _____ AD, 2013.



Mayor Ronald L. Shaffer

Date



PUBLIC WORKS DEPARTMENT

Council Meeting Date: August 5, 2013

CONSENT AGENDA: CONSIDER PURCHASE OF REPLACEMENT DUMP TRUCK AND DISPOSAL OF ASSET #827 BY AUCTION

RECOMMENDATION

Staff recommends the City Council approve the purchase of a replacement dump truck from Diamond International Truck of Kansas City for \$81,233.00 and the disposal of Asset #827 by auction.

BACKGROUND

The 2013 Public Works Operating Budget provides for the replacement of Asset #827, a 2000 International Dump Truck. Staff proposes to purchase the replacement dump truck using the MACPP-Metropolitan Joint Vehicle Bid through the Mid-America Regional Council. This item is for the base dump truck only. Bids are currently being acquired for the purchase and assembly of the equipment for the truck. Cost for equipment and assembly will be brought back to Council in the near future.

FUNDING SOURCE

The 2013 Public Works Operating Budget includes the purchase of this item.

RELATION TO VILLAGE VISION

TR3a. Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.

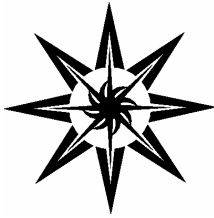
ATTACHMENTS

None

PREPARED BY

Keith Bredehoeft, Interim Director of Public Works

August 1, 2013



PUBLIC WORKS DEPARTMENT

Council Meeting Date: August 5, 2013

CONSENT AGENDA: CONSIDER PURCHASE OF REPLACEMENT PICKUP TRUCK AND DISPOSAL OF ASSET #1108 BY AUCTION

RECOMMENDATION

Staff recommends the City Council approve the purchase of a replacement pickup truck from Shawnee Mission Ford for \$27,483.00 and the disposal of Asset #1108 by auction.

BACKGROUND

The 2013 Public Works Operating Budget provides for the replacement of Asset #1108, a 2003 Ford pickup truck. Staff proposes to purchase the replacement pickup truck using the MACPP-Metropolitan Joint Vehicle Bid through the Mid-America Regional Council. Assembly of the equipment for the truck was bid and will be completed by Knapheide Truck Equipment. The total cost summary is listed below.

Truck Purchase(MARC BID)-	\$22,245.00
Knapheide- Truck Equipment Assembly-	\$5,238.00
Total Truck Cost-	<u>\$27,483.00</u>

FUNDING SOURCE

The 2013 Public Works Operating Budget includes the purchase of this item.

RELATION TO VILLAGE VISION

TR3a. Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.

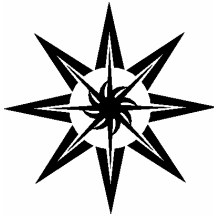
ATTACHMENTS

None

PREPARED BY

Keith Bredehoeft, Interim Director of Public Works

August 1, 2013



PUBLIC WORKS DEPARTMENT

Council Meeting Date: August 5, 2013

CONSENT AGENDA: CONSIDER PURCHASE OF REPLACEMENT WOOD CHIPPER AND DISPOSAL OF ASSET #1301 BY AUCTION

RECOMMENDATION

Staff recommends the City Council approve the purchase of a replacement Vermeer Wood Chipper from Vermeer- Olathe for \$42,864.15 and the disposal of Asset #1301 by auction.

BACKGROUND

The 2013 Public Works Operating Budget provides for the replacement of Asset #1301, a Vermeer Wood Chipper. Public Works acquired three separate bids from Vermeer Dealers for the Vermeer 1500BC Wood Chipper. Normally for an item like this the bid would be publically advertised and all manufacturers could bid. Public Works has had very good experience with Vermeer Chippers and have even rented the Vermeer 1500BC chipper in the past and therefore we did not put it out for a public bid as the Vermeer Chipper is preferred by Public Works.

Bid summary-

Vermeer-Olathe, Kansas-	\$42,864.15
Vermeer-Brookline, Missouri	\$48,532.00
Vermeer- Goddard, Kansas	\$48,512.00

Vermeer- Olathe has this chipper in their current inventory and has given us an additional discount if we purchase now.

FUNDING SOURCE

The 2013 Public Works Operating Budget includes the purchase of this item.

RELATION TO VILLAGE VISION

TR3a. Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.

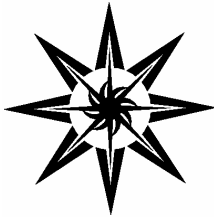
ATTACHMENTS

None

PREPARED BY

Keith Bredehoeft, Interim Director of Public Works

August 1, 2013



ADMINISTRATION

Council Meeting Date: August 5, 2013

Consent Agenda: Confirmation of the appointments of Paul Middleton and Bill Benson to the Neighborhood Conservation Overlay District Appeals Committee representing the Countryside East Homes Association

RECOMMENDATION

Staff recommends the Council confirm the appointments of Paul Middleton and Bill Benson to the Neighborhood Conservation Overlay District Appeals Committee representing the Countryside East Homes Association.

BACKGROUND

In April of 2013, the City Council approved the Design Guidelines for the Countryside East Neighborhood Overlay District. Under the Neighborhood Conservation Overlay District representatives from the Countryside East Homes Association shall be appointed to the Neighborhood Conservation Overlay District Appeals Committee.

19.25.045 Appeals

(i) after the appeal before the Neighborhood Conservation Overlay District Appeals Committee has been filed, the one representative from the Planning Commission (appointed by the Chair) along with two representatives from the affected NC Overlay District area (appointed by the HOA Board or the Mayor in the absence of an active Homes Association) shall hold a public meeting to make a determination if the proposed modification meets the NC Development/Design Standards. The two representatives shall be appointed by the Homes Association Board in which the NC Overlay District is located. In the absence of a Homes Association Board, the Mayor shall appoint the two representatives from a list of property owners within the NC Overlay District.

The Countryside East Homes Association has asked that the following individuals be appointed to represent the CEHA:

Paul Middleton
6434 Hodges Dr
Prairie Village KS 66208

Bill Benson
4717 W. 64th Terrace
Prairie Village KS 66208

ATTACHMENTS

N/A

PREPARED BY

Dennis J. Enslinger
Assistant City Administrator
Date: August 1, 2013

SUMMARY OF GOOGLE AGREEMENTS

NETWORK COOPERATION AND SERVICES AGREEMENT ("NSA")

Contemplates that Google will deploy a 1 gigabit capable fiber network ("Fiber Network") to sell high-speed broadband and video services within separate areas of Prairie Village designated as "Fiberhoods". Google may also construct a WiFi network ("WiFi Network") within limited sections of Prairie Village that may be used for public WiFi access and subsequently for commercial purposes. **Google has no obligation to deploy either a Fiber Network or a WiFi Network in all or any part of Prairie Village.**

Google acknowledges that prior to Network deployment, it will obtain a video service authorization from the Kansas Corporation Commission to provide services in Prairie Village, and that it will be bound by the Kansas Video Franchise Act, which mandates the form of Video Service Provider Agreements between cities and video service providers. Under the Act, video service providers must pay a franchise fee on video service revenues in the amount required by the City, not to exceed 5%, and must comply with the City's right of way ordinances.

The City currently has Video Service Provider Agreements with AT&T, Time Warner and SureWest. Only AT&T and Time Warner have deployed video services in Prairie Village.

1. Google's "Obligations"

- a. Google will use "commercially reasonable efforts" to provide to such public facilities as City and Google agree, without charge for such services: (i) up to 1 Gigabit capable broadband Internet services through the Fiber Network ("City Broadband Services"), and (ii) public WiFi access through the WiFi Network ("City WiFi Services"). Google would not agree in advance to any minimum # of public facilities, so could be a single facility. Google retains the right, in its sole discretion, to deliver the free services to a particular public site or alternative public site.
- b. Timing of City Broadband Services: "As soon as reasonably practicable" following the date Google completes deployment of Fiber Network services in the "Fiberhood" where the agreed public site is located.
- c. Timing of City WiFi Service: None.
- d. Term of free City Services: 10 years from date of NSA [Google would not agree to 10 years from date of deployment]. After term expires, any continuing services to public facilities at then commercial rates.

2. City's "Obligations"

- a. Expeditiously review applications and permits and conduct required inspections.
- b. Provide access to public right of way and to City owned conduit and structures pursuant to a separate Structure Attachment Agreement, discussed below.

- c. Make available to Google certain public map and address data.
- d. Observe Google confidentiality and intellectual property rights, subject to Kansas Open Records Act and Kansas Open Meetings Act.

3. Other

- a. Parties will enter into Structure Attachment Agreement, discussed below, concurrently with NSA, and will enter into License Agreement, discussed below, in form attached, if Google determines that it is necessary to locate a HUT, described below, on City property.
- b. Either party may terminate the NSA upon 60 days prior notice, but termination of the NSA does not terminate the two agreements described below.
- c. City retains all rights, privileges and immunities under the Kansas Tort Claims Act, Cash Basis Law, Budget Law, and immunity from punitive damages under Kansas law generally.

**STRUCTURE ATTACHMENT AND CONDUIT OCCUPANCY AGREEMENT
("Structure Attachment Agreement") (NSA Exhibit A)**

Governs ability of Google to locate its fiber and equipment in City owned conduit (City does not currently have any conduit, but may install conduit in connection with future street work, including 75th Street) and on City owned structures, including towers or city owned street lights (City does not currently own any street lights). By agreement, the existing tower behind City Hall is excluded.

1. License to Occupy. City gives Google a nonexclusive license to occupy conduit and structures (buildings, light poles and other structures and improvements).

2. Rent

- a. City may charge Google a fee to occupy conduit – to be agreed by parties – if not agreed, subject to dispute resolution.
- b. As long as Google is providing free Fiber Network and WiFi Network services to the mutually agreed public facilities, City agrees that Google may occupy city structures with WiFi attachments for free, and may use electricity if available on city structure, such as street lights, also for free, without reimbursing the City the cost of same.

3. Make Ready Work

- a. Make ready work required by Google. Google must engage a contractor approved by City, or if City agrees, use City personnel, to perform work to make the conduit or structure “ready” for installation of Google’s equipment. City to maintain a list of approved contractors.

- b. Make ready work required by others. If make ready work affecting Google equipment required by third parties, cost of that make ready work paid for by those third parties.

4. Maintain Conduit and Structures

- a. City, at its sole cost and expense, is required to maintain conduit and structures occupied by Google in a “reasonably safe and serviceable condition, and subject to the right to abandon same, replace or repair if become defective.”
- b. City may abandon conduit or structures, and Google must remove equipment, or City may sell the abandoned conduit or equipment to Google.

5. Other:

- a. Summary Indemnifications:
 - i. Google indemnifies City against claims for injury, death or property damage resulting from the negligence of Google’s personnel or contractors in performing, or failing to perform, their duties under the agreement (includes make ready work done by Google and Google installation and occupancy of its equipment in conduit and on structures).
 - ii. The City indemnifies Google against claims for injury, death or property damage resulting from the negligence of the City’s personnel or contractors in performing, or failing to perform, their duties under the Agreement (this would include maintenance of conduit and structures occupied by Google and any make ready work City performs) and claims arising from failure of City or third parties to comply with safety codes with respect to attachments of City or third parties.
 - iii. Limitation of City indemnities: “to extent permitted by law” and Kansas Tort Claims Act.
- b. Google and City to maintain general liability insurance covering their respective “operations” under the Attachment Agreement, i.e. ownership, use and maintenance of conduit and structures. Google is also required to name the City as an additional insured.
- c. City retains all rights, privileges and immunities under the Kansas Tort Claims Act, Cash Basis Law, Budget Law, and immunity from punitive damages under Kansas law generally.

NSA and Structure Attachment Agreement to be executed at this time if approved by the Governing Body.

LICENSE AGREEMENT (NSA Exhibit B)

Governs ability of Google to locate “Utility Equipment and Fiber Housing” or so-called “HUT” structures, on City owned property. A HUT houses equipment necessary for Fiber Network services. The “HUT” structures may be as large as a tractor trailer.

1. General Provisions

- a. City grants Google a license to place one or more HUT structures, and related cable and conduit, on one or more mutually agreed City properties.
- b. Placement of these structures is subject to applicable City Zoning Regulations.
- c. Google bears all costs to install and maintain.

2. Rent

As long as Google is providing free City Broadband Services, fee for use of City property is \$1.00 per year. If free service ceases, fee for license to use City property to be mutually agreed, and if cannot agree determined by dispute resolution.

3. Applicability

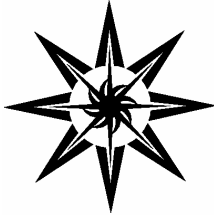
Google advises that HUTS may not be required within the boundaries of all cities. The License Agreement will be executed in the future (a) if one or more HUTS are required in PV, and (b) if a location or locations are mutually agreed.

Competitively Neutral Requirement.

Section 1.04 of the Structure Attachment Agreement requires the City to give to Google the benefit of “more favorable” provisions given to other “attachers” to its structures and conduits. Google would not agree to eliminate this provision for the stated reason that such treatment is required by law in any event. (Google also would not agree to a reciprocal provision in favor of the City.)

Under both federal law and Kansas law, the City requirements of video and broadband service providers relating to compensation and use of the public right-of-way must be applied in a competitively neutral and non-discriminatory basis.

If the above agreements are approved, other video and broadband services providers may seek the same agreements from the City, at least insofar and they relate to use of conduit or structures in the public right-of-way.



ADMINISTRATION

Council Committee Meeting Date: August 5, 2013

City Council Meeting Date: August 5, 2013

***COU2013-25: Request for Contingency Funds for Contract Services - Weed and Grass Abatement**

RECOMMENDATION

Staff recommends the Council authorize the use of \$5,000 in contingency funds to be used for Contract Services- Weed and Grass Abatement.

Action is requested at the August 3, 2013 City Council Meeting

SUGGESTED MOTION

The City Council authorizes the use of \$5,000 in contingency funds to be used for Contract Services- Weed and Grass Abatement.

BACKGROUND

Previous to 2009, the Prairie Village Public Works Department mowed properties which have been found to be in violation of the City Weeds and Grass ordinance. Given the limited amount of staff resources, it was determined in 2009 that utilizing an outside contractor for abatement mowing services would be more cost-effective.

Each year the Code department budgets for contract mowing services. In FY2013 a total of \$3,500 was budgeted for these services. As of July 31, 2013, the City has mowed 13 properties at a total cost of \$5,246. Several of the properties abated were of significant cost because of taller grass and abatement of tree limbs prior to mowing. Staff attributes the issues with higher costs to higher levels of rain and the tree limb damage because of drought the previous year.

The City places a lien on the property to recover costs related to weed and grass abatement. Recovery of these funds can take years, often only occurring as a result of a sale.

Staff is requesting an additional \$5,000 in contingency funds to cover the current and future overages from the FY2013 budget amount of \$3,500.

ATTACHMENTS

N/A

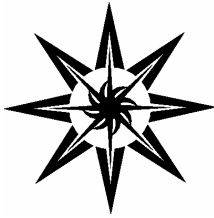
FUNDING SOURCE

City Council approved \$500,000 in contingency funds in FY2013 budget. The City Council has previously allocated \$32,000 in contingency funds.

PREPARED BY

Dennis J. Enslinger
Assistant City Administrator

Date: August 1, 2013



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: August 5, 2013

Council Meeting Date: August 5, 2013

*COU2013-26: CONSIDER BID AWARD FOR HIGHWAY ROCK SALT

RECOMMENDATION

Staff recommends the City Council approve the bid from Central Salt for Highway Rock Salt at \$52.40 per ton delivered and for Enhanced Salt at \$69.09 per ton delivered.

BACKGROUND

Advertised bids were opened on April 29, 2013 by the City Clerk. This is an annual bid for highway rock salt used for snow/ice control. Four bids were received:

<u>Company</u>	<u>Rock Salt</u>	<u>Enhanced Salt</u>
Central Salt	\$52.40 per ton	\$69.09 per ton
Cargill	\$55.90 per ton	\$76.43 per ton
Independent Salt	\$49.75 per ton	No Bid
North America Salt	\$90.06 per ton	No Bid

The bid price for 2012 was \$49.75 per ton for Rock Salt and \$73.24 per ton for Enhanced Salt.

It is anticipated that Rock Salt and Enhanced Salt will be purchased under this bid with the Enhanced Salt being the primary product purchased. Central Salt has the lowest bid price for the Enhanced Salt and therefore we are recommending they be our supplier for this year. The 2013 Budget includes \$96,000 for salt.

The 2012 Salt Bid included the Enhanced Salt for the first time. We used about 200 tons this past winter and feel it is a good product and it is effective at the rates specified by the manufacturer. In 2013 we plan to almost exclusively use the Enhanced Salt as we know it works and it has many additional benefits as listed in the attached brochure.

FUNDING SOURCE

Funding is available in the 2013 Public Works Operating Budget

RELATION TO VILLAGE VISION

TR3c Ensure the quality of the transportation network with regular maintenance as well as efficient responses to seasonal issues such as snow removal.

ATTACHMENTS

Enhanced Salt Brochure

PREPARED BY

Keith Bredehoeft, Interim Director of Public Works

Date: August 1, 2013

SnowSlicer™

Bulk Pre-Wet Enhanced Deicer

SnowSlicer™ is a pre-wet ice melting product that contains a blend of naturally occurring crystal and liquid ice melt products plus a unique, purple coloring that makes it highly visible. The combination of a high-performance liquid deicer and a blend of fine and coarse crystal ice melters using Central Salt's "pre-wetting" technology results in a unique product that melts faster, lasts longer and performs better.



Why is SnowSlicer more Cost Effective?

- Fast-acting and effective in lower temperatures
- Pre-wet deicer means less material (up to 50%) and fewer applications are needed
- Flows freely even in sub-freezing conditions
- Vivid purple color is easy to see and will not track or stain
- Maintains a residual melting effect after storm event

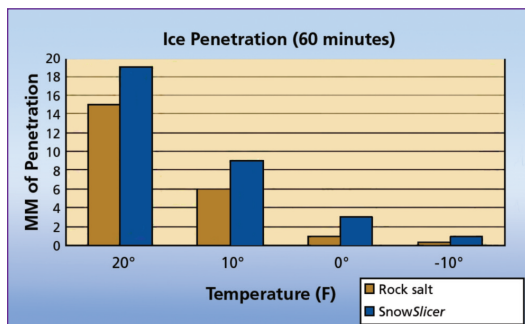


"It has given us the ability to use less material but receive the same results. Not only has it saved us money in material costs, it is less damaging to our equipment and doesn't cake as much as other salt products."

— Tim Washburn
Purchasing Manager
Acres Group, Illinois

SnowSlicer™

Bulk Pre-Wet Enhanced Deicer



Performance

SnowSlicer's melting capacity rivals that of calcium chloride and magnesium chloride, at a much lower cost. All deicers must liquefy in order to chemically perform. Through the pre-wetting technology, SnowSlicer performs to expectations almost immediately. When applied to a snow-covered surface, SnowSlicer quickly begins to dissolve and penetrate packed snow and ice. The bond between the ice and pavement is then broken, which allows loosened ice and snow to be easily removed.

Features	Benefits
30% to 50% material reduction over rock salt	Cost Savings: Materials applied. Equipment & manpower utilization. Transportation costs. Less risk of environmental impact due to less product being used.
Works at low temperatures	Effectively melts ice and snow at temperatures as low as -20 degrees F.
Starts melting on contact	Does not need traffic, sunlight or higher pavement temperatures to start melting snow and ice. Unlike most dry blends that have less than 10% calcium or magnesium chloride, every salt crystal is coated and accelerates the melting process.
Resists freezing or clumping in stockpile and in spreaders	Saves time and materials. Product remains free flowing.
Non-staining, odorless purple color	More visible on snow covered roads. Crews can track where product is placed minimizing overlap and reassures drivers and owners that treatment has occurred. No foul odor or color tracked into building.
Pre-wetted material	Better utilization of material by reduced bounce and scatter.
Residual Effect	Extended melting action.

From Central Salt—Where Service is Central

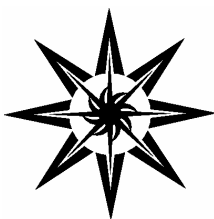
SnowSlicer is produced exclusively by Central Salt, a leader in liquid, dry and dry blend ice melting technologies used throughout the winter maintenance industry. We are at your service 24/7, ready to provide the highest level of service at the most affordable cost.



PRODUCED AND MARKETED BY



385 Airport Road, Suite 108
Elgin, Illinois 60123
(888) HWY SALT or (888) 499-7258
info@centralsalt.com www.centralsalt.com



ADMINISTRATION DEPARTMENT

Communications Committee Meeting Date: June 26, 2013

Council Meeting Date: August 5, 2013

COMMUNICATIONS COMMITTEE: Consider approval of website upgrade and homepage redesign

MOTION

Move the City Council approve the proposal from Vision Internet for upgrade to Vision CMS 6, Graphic Design services, and Responsive Design and Wireframe services in the amount of \$28,181.

RECOMMENDATION

The Communications Committee recommends the City Council approve the proposal from Vision Internet for the upgrade to Vision CMS 6, Graphic Design Services, and Responsive Design in the amount of \$28,181.

BACKGROUND

In 2010, the City's website was upgraded to a Vision Internet Content Management System (CMS). At the same time, the website was redesigned by MMG Worldwide (a Kansas City marketing firm). The upgraded website with redesign was launched in January 2011. The CMS enables staff to more efficiently update the website, send e-notifications to subscribers, maintain project pages and communicate more effectively with residents.

The City website receives 10,000 unique visitors per month. Use continues to increase as more services, projects and information are added such as paying citations online. City staff frequently receive positive comments on the City website including ease of navigation and information available.

Since the website upgrade, Vision Internet has made significant upgrades to their CMS and presented these changes to staff. Staff requested a proposal from Vision Internet for upgrading to CMS 6 and for homepage redesign services. The proposal is outlined below. The significant cost is associated with the upgrade to the CMS 6 system. This is a one-time upgrade with all future components and CMS versions included.

Staff presented the proposal to the Communications Committee at the June 26th meeting. The draft minutes are attached. The major concerns of committee members were funding, usability for residents and reducing staff time.

PROPOSAL

Major Features	Cost	Benefit
Content Management 6	\$20,785	<ul style="list-style-type: none"> • Future upgrades of CMS - Free • Newly developed CMS components • Free redesign every four years
Template Builder	Included in CMS cost	<ul style="list-style-type: none"> • Create custom interior page layouts for different look & feel • Flexibility for layout of project pages and event pages
GovTrack CRM	Included in CMS cost	<ul style="list-style-type: none"> • Residents can make service and information requests with comments and photos • System will automatically route to appropriate staff person • Users can log-in and track progress of their request • New feature provides added service for residents
Audio & Video Embedding	Included in CMS cost	<ul style="list-style-type: none"> • New feature
Drag and Drop Image and File Uploading	Included in CMS cost	<ul style="list-style-type: none"> • Reduce staff time
Calendar submission option for outside individuals & groups	Included in CMS cost	<ul style="list-style-type: none"> • Individuals can submit calendar items directly to the CMS for approval by staff • Reduce staff time
New Form Builder	Included in CMS cost	<ul style="list-style-type: none"> • Reduce staff time • Current form builder is difficult to use
In-page Content Editing	Included in CMS cost	<ul style="list-style-type: none"> • Reduce staff time • Allows page to be edited in the final view
Photo Gallery & Slideshow	Included in CMS cost	<ul style="list-style-type: none"> • New feature
Responsive Design	\$2,000	<ul style="list-style-type: none"> • Replaces need for mobile version • Website will automatically resize based on device
Graphic Redesign & Wireframe	\$7,675	<ul style="list-style-type: none"> • Update look for homepage • Includes one homepage design, wireframe of homepage and three interior page templates

The total cost of services, including a \$2,279 discount, is \$28,181.

FUNDING SOURCE

Economic Development Fund - \$10,000 budgeted in 2013
Equipment Reserve Fund - \$18,181 budgeted in 2013

ATTACHMENTS

1. Proposal
2. Draft Communications Committee Minutes - June 26, 2013

PREPARED BY

Jeanne Koontz
Deputy City Clerk/Public Information Officer
July 30, 2013

COMMUNICATIONS COMMITTEE
June 26, 2013
MINUTES

The Communications Committee met on June 26, 2013 at 6:00 pm in the Multi-Purpose Room. Members present: Chairman David Belz, Heather Schrotberger and Michael Arrandale-Arnold. Also present: Quinn Bennion, Dennis Enslinger and Jeanne Koontz.

Approve Minutes

The April 10, 2012 minutes were approved as written.

Discuss website homepage refresh

Jeanne overviewed the new features of Vision CMS 6 including the page template builder, audio & video embedding, drag and drop image and file uploading, widget based layout options, new form builder, in-page content editing, GovTrack CRM (citizen requests), photo gallery & slideshow and friendly url's. The upgrade would include a redesign of the homepage and responsive design for mobile and tablet devices.

VisionLive Subscription Service will be offered with CMS 6. The subscription service is an annual subscription rate of \$6,600 which includes maintenance, unlimited hosting services, upgrades for the visionCMS, newly developed CMS components and a free redesign after four years of visionLive service. Currently, the City is paying \$6,606 for maintenance and hosting services.

The cost of the upgrade including responsive design and graphic redesign is \$31,106. There is \$10,000 budgeted in the Economic Development Fund and \$30,000 budgeted in the Equipment Reserve Fund.

The committee asked questions about the VisionLive service. Jeanne confirmed that the cost is currently budgeted. David asked if the upgrade would save staff time. Jeanne responded that the implementation would likely increase staff time but over the long-run it should decrease staff time with the additional features offered. It will also provide more features for residents.

David asked what year the budget money is allocated. Jeanne responded the money is allocated in the 2013 budget.

Heather moved to recommend the City Council approve the upgrade to Vision CMS 6, Graphic Design Services, Responsive Design and Vision Live Hosting in the amount of \$31,106 with an annual fee of \$6,600. Michael seconded the motion which passed unanimously.

Discuss NotifyJoCo - notification system

Quinn updated the committee on the previous discussion regarding PVNotify (notifications for neighborhood specific communications). Staff initiated an RFP on two separate occasions and hired a developer at one time but the software was never completed. Since that time, Johnson County partnered with cities in Johnson County and WaterOne to purchase an emergency notification system that also does non-emergency notifications. The system was launched in February and the City has been using it for non-emergency notifications since that time.

Jeanne gave a demonstration of the sign-up process and look at the back-end of the software. She asked the committee to provide feedback/suggestions on Prairie Village's use of the system.

David asked if Code Red participants would be automatically signed up for NotifyJoCo. Quinn said they will not be signed up because the City does not own the data and they have not specifically agreed to sign up for NotifyJoCo. Quinn noted the Police Department will transition from Code Red later in the year. Mission Hills is also using the new system. The system costs \$5,000 per year which is the same amount as Code Red.

Michael asked for an update on whether subscriber data is public. Quinn stated subscriber data in government notification systems is not considered a public record since the state law was modified a few years ago.

Discuss the potential filming of council meetings

The committee tabled the item until the next meeting.

The meeting was adjourned at 6:45 pm.

David Belz
Chair



vision internet

2530 wilshire blvd.
2nd fl
santa monica ca 90403

888.263.8847 /
310.656.3100
310.656.3103 fax
info@visioninternet.co

July 31st, 2013

Jeanne Koontz
Deputy City Clerk
City of Prairie Village
7700 Mission Road
Prairie Village, KS 66208

Re: visionCMS™ Upgrade Quote

Dear Jeanne,

We've enjoyed working you on the City of Prairie Village's website, and appreciate the opportunity to provide information about the most recent upgrade to the visionCMS™.

Our latest version has incorporated many innovations that will enhance your website management process. This system is built upon current .NET technology, incorporates new tools and improved functions, and is easier to use. Your staff will see and appreciate the difference!

Below is a brief summary of the additional functionality and services included with the upgrade. Please note that this is only an overview based on our initial discussions with you, and that we can discuss additional work as required by the City.

If you have any questions about this quote, please feel free to contact me. I look forward to speaking with you further about your website!

Respectfully submitted,

A handwritten signature in blue ink that reads "Adam D. Isern".

Adam Isern
Regional Sales Manager, Vision Internet
Providers, Inc.

Functionality Overview

The most recent version of the visionCMS™ includes many enhancements and features that were created in direct response to suggestions from clients like you. We are excited to be able to offer even more advanced tools to allow for greater flexibility for website administrators.

Highlights include:

- **Page template builder** for creating new layouts on the fly.
- **Departmental page restrictions** so that you can control staff access to individual page templates.
- **Drag & drop** for uploading and sorting pictures, files, and documents in one simple step.
- **Personal toolbars** making it easy for your staff to access frequently used features with one click.
- **Backend dashboard** so that users can oversee site activity and tailor their workspace to their unique needs.
- **In-page editing** for updating content from a front-end view.
- **iOS friendly editing** to allow basic page editing on mobile devices like the iPad and iPhone.

Included Interactive Components and Features

Included in your upgrade estimate are the following components and functionality:

SITE ADMINISTRATION AND SECURITY	
• Audit Trail Log	• Flexible Site Variable Settings
• Backend Content Title Search	• Image Library
• Backend Dashboard	• Page Template Library
• Broken Link Reporter	• Personal Toolbar
• Content Review and Publishing	• Role-Based Security
• Component Manager	• Scheduled Content Review
• Content Scheduling	• SiteMaster™ Template Builder
• Context Sensitive Online Help	• Submission Validation (reCAPTCHA)
• Departmental Page Restrictions	• Recycle Bin
• Document Central	• Updated and Expired Content Reporting
• Drag and Drop Multiple File and Image Uploading	• Web Traffic Statistics
• Email Address Masking	• Widget-based Layout Options
• Enhanced User Interface	

- Workspace

CONTENT EDITING

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Redirect
- Navigation Control
- Navigation Redirect
- Page Linking
- Quick Links
- Single-Source Publishing
- Site Search (Google CSE)
- Sitemap Generator

USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- In-page Content Editing
- Job Posts
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- GovTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow



- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- RSS FeedReader™
- Twitter FeedReader™

ACCESSIBILITY

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Approval Cycle
- Extranet (Members Only)

While the most important tools and functions carry over to the new version, not all functionality from your current content management system will be identical in the new .NET version. We will do everything reasonably possible to ensure at least 95% similarity between your current design and that of the new site. Please note:

- If your staff has created customizations or integrations to the site files or database, they will not carry over to the new visionCMS™. Your staff may be responsible for identifying any customizations they have made and implementing them in the new system.
- The following components will not be immediately available after the initial upgrade. They will be made available later as part of the visionLive™ Roadmap specified in the Subscription Services Agreement.
 - E-Checkbook Records
 - Home Association Map
 - Ward Map
- If you have custom components created by Vision, they may not be carried over to the new visionCMS™ until after Q2 of 2013. These include:
 - Projects Blog
 - Projects Component
- The listed price for this upgrade is valid for ninety (90) days after receipt of this document, provided no new components or customizations are added to your current site.
- We will migrate your existing content to the new site except for content from the components above and from the Form Tool. The Form Tool has been revamped and the City will need to recreate any forms currently used on the website.



Key Component Descriptions

As outlined above, the upgrade includes many system enhancements and greatly expanded standard functionality. Key features are described below:

SITEMASTER™ TEMPLATE BUILDER

Unique to the visionCMS™ the SiteMaster™ Template Builder allows your website administrators to create and configure custom interior page layouts throughout website. Need to create a two column page that displays just news and calendar items? Have a special event that needs a unique landing page? No problem! Simply drag and drop your desired content and widgets and your new layout is set. Best of all, you can determine which department content editors are able to use individual templates, providing additional oversight. The SiteMaster™ Template Builder puts you in control and ensures you will be able to easily adapt to your organization's changing content needs.

GOVTRACK CRM™

With the govTrack CRM™ your residents will be able to make service and information requests based on categories defined by the City. Users can also send comments and files (such as photos of a street lamp requiring maintenance, graffiti that needs to be removed, etc.) to the case processor so that they will have a clearer idea of the work that needs to be done. These requests will be automatically routed to the appropriate case processor and a confirmation email will be sent to the user. Passwords provided to users will allow them to log-in and track the progress of their request throughout the process. Users will also receive emails updating them on their requests.

Additionally, because govTrack CRM™ is integrated with the included Frequently Asked Questions component, your users will also be able to check for common solutions to their problem before sending it to the City.

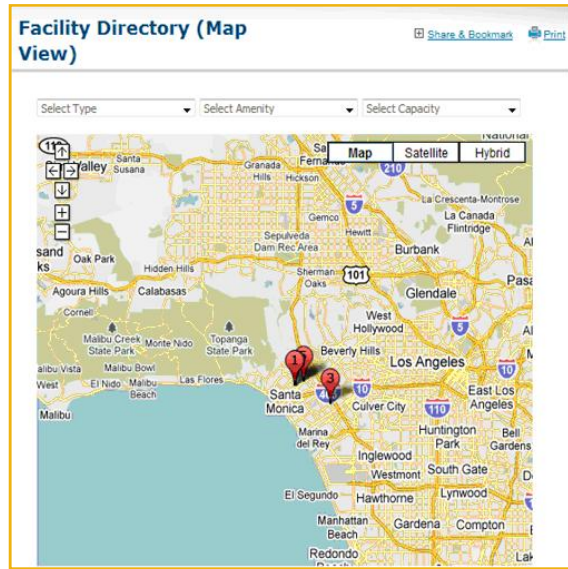
ONECLICK SOCIAL NETWORKING™

The innovative OneClick Social Networking™ component will allow your staff to post content to your website and to the most popular social networking sites, such as Twitter and Facebook, with one click - saving your staff precious time and helping you broadcast your news, alerts, events and other notices easily and selectively all across the web. OneClick Social Networking™ works by generating an RSS feed of each component, which can be connected to Twitter, Facebook and any other tool that allows importing of RSS feeds using a third party service.

Our OneClick Social Networking™ component integrates with the included Dynamic Calendar System, Job Postings, News, and RFP Postings components.

FACILITIES DIRECTORY WITH RESERVATIONS

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



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

Figure 1: Locations listed on the Facilities Directory can be posted onto a Google map.

As an additional function of the Facilities Directory, your users will be able to reserve facilities online, making it more convenient for your visitors and residents who are trying to plan events. With the Directory implemented with maps and reservation capabilities, your website will become a one-stop location for finding and using City amenities!

Responsive Design

Your site visitors utilize a wide variety of devices to access your website, including mobile phones, tablets, and computers with large and small monitors. Fortunately, with Responsive Design your website will detect the screen resolution of the user's device and automatically respond, producing a view of the site optimized specifically for that screen. This ensures your site visitors will be able to easily use the site, no matter what device they are using.

Graphic Redesign

Vision Internet's creative ability and expertise will allow us to develop compelling graphic design to make your website look great, while maintaining its usability. We will work very closely with your staff to establish a new design for the website that reflects your unique identity.

Included in our scope of work, we will implement a new homepage design for your website. We will provide the City with one homepage design concept with revisions. We will also create up to three interior page

designs. These interior page templates can be applied to your website's departmental pages, providing a consistent overall look.

Towards the end of the design phase, we will deliver the following:

- Approved homepage design
- Up to three interior page templates

Wireframe

Vision Internet can construct a wireframe for your website that shows the placement of key information and dynamic content.



visionLive™ Subscription Service

If you upgrade to the latest version of the visionCMS™, you will also become eligible to sign up for our visionLive™ maintenance plan, which bundles all essential on-going services into one, set fee. The subscription approach takes the guess-work out of future budgeting by including all essential post-launch services into a flat annual fee.

- Hosting
- Unlimited technical support¹
- CMS system upgrades
- Newly developed CMS components²
- Free redesign after 4 consecutive years of visionLive™ service

¹ Does not include updates to configuration, content, or formatting among other restrictions.

² Does not include new features that require design customization to implement.

visionCMS™ Upgrade

Our visionCMS™ package is comprehensive and includes:

- The newest version of the Vision Content Management System™
- Web-based consultation
- A web-based training session
- Content migration
- The above-listed interactive components
- Graphic redesign
- Sitemap Consultation

Service	Budget
visionCMS™ Upgrade	\$20,785
Responsive Design	\$2,000
Graphic Redesign	\$7,000
Wireframe	\$675
Discount ³	(\$2,279)
Total	\$28,181

visionLive™ Subscription Service

As described on page 7, we are offering the City our visionLive™ subscription service, allowing us to significantly improve the value of our post-launch services. For a low annual subscription rate of \$6,600 with a 5% annual increase, we are able to provide maintenance, unlimited hosting services, upgrades for the visionCMS™, newly developed CMS components and a free redesign after four years of visionLive™ service⁴.

³ This discount is only applicable if the City chooses for Vision Internet to perform all of the listed services.

⁴ Does not include updates to configuration, content, or formatting among other restrictions; does not include new features that require design customization to implement.

MAYOR'S ANNOUNCEMENTS

August 5, 2013

Committee meetings scheduled for the next two weeks include:

Planning Commission	08/06/2013	7:00 p.m.
JazzFest Committee	08/07/2013	11:00 a.m.
Sister City Committee	08/12/2013	7:00 p.m.
Communication Committee	08/13/2013	5:30 p.m.
Parks and Recreation Committee	08/14/2013	7:00 p.m.
Council Committee of the Whole	08/19/2013	6:00 p.m.
City Council	08/19/2013	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to announce a mixed media exhibit by the Olathe Visual Artists in the R.G. Endres Gallery for the month of August. A reception will be held on Friday, August 9, from 6:30 - 7:30 p.m.

Recreation memberships are on sale in the City Clerk's Office; pool memberships are half off, excluding the Super Pass and 10 Swim Cards. The next Moonlight Swim will be Friday, August 2, with the pool complex remaining open until 10:00 p.m.

Beginning Monday, August 12, the pool will open at 4:30 p.m. on weekdays. Weekend hours remain the same. The pool closes for the season on Monday, September 2.

City offices will be closed Monday, September 2, in observance of the Labor Day holiday. Deffenbaugh also observes this holiday so trash and recycling will be delayed one day.

The Prairie Village Jazz Festival is Saturday, September 7, from 3:00 - 11:00 p.m. in Harmon Park.

Flu shots will be offered for Council Members on September 25 from 7:30 - 9:00 a.m. at Public Works 'B' Building or from 3:00 - 4:30 p.m. in the Multi-Purpose Room. The fee for the shot is \$25. Please notify Nic Sanders at 913-385-4664 if you plan to receive a shot.

INFORMATIONAL ITEMS
August 5, 2013

1. Board of Zoning Appeals Agenda - August 6, 2013
2. Planning Commission Agenda - August 6, 2013
3. 2013 First Half Crime Report - Prairie Village & Mission Hills
4. Mark Your Calendars

**BOARD OF ZONING APPEALS
CITY OF PRAIRIE VILLAGE, KANSAS
AGENDA
AUGUST 6, 2013
6:30 P.M.**

**Village Presbyterian Church
6641 Mission Road**

- I. ROLL CALL**

- II. APPROVAL OF MINUTES - December 4, 2012**

- III. ACTION ITEM**
 - BZA2013-01 Request for a Variance from P.V.M.C. 19.08.020**
To allow a portion of the proposed home to extend
into the 30 foot front setback by five feet
4319 West 69th Street
Zoning: R-1b Single Family Residential District
Applicant: Brad & Katie Trenkle

- IV. NEW BUSINESS**

- V. OLD BUSINESS**

- VI. ADJOURNMENT**

If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY, AUGUST 6, 2013
VILLAGE PRESBYTERIAN CHURCH
6641 MISSION ROAD
7:00 P. M.**

I. ROLL CALL

II. APPROVAL OF PC MINUTES - JULY 2, 2013

III. PUBLIC HEARINGS

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

PC2013-07 Renewal of Special Use Permit for installation of wireless communication antenna at
1900 West 75th Street
Zoning: C-O Office Building District
Applicant: Selective Site Consultants for T-Mobile

IV. NON-PUBLIC HEARINGS

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

PC2013-117 Site Plan Approval - Building Elevation Change from 105.1 to 106.1
4319 West 69th Street
Zoning: R-1b
Applicant: Applicant: Brad & Katie Trenkle

V. OTHER BUSINESS

VI. ADJOURNMENT

Plans available at City Hall if applicable

If you can not be present, comments can be made by e-mail to

Cityclerk@Pvkansas.com

***Any Commission members having a conflict of interest, shall acknowledge that conflict prior to the hearing of an application, shall not participate in the hearing or discussion, shall not vote on the issue and shall vacate their position at the table until the conclusion of the hearing.**

PRAIRIE VILLAGE - MISSION HILLS

FIRST HALF CRIME REPORT - 2013

CRIME	2009	2010	2011	2012	2013	AVERAGE	2013 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	4	3	1	4	1	2.60	-1.60
Robbery	6	1	2	3	2	2.80	-0.80
Assault	33	56	42	42	47	44.00	3.00
Burglary	47	26	44	23	33	34.60	-1.60
Residence	37	23	41	20	30	30.20	-0.20
Business/ Miscellaneous	10	3	3	3	3	4.40	-1.40
Theft	124	123	111	110	97	113.00	-16.00
Auto Theft	7	13	9	5	18	10.40	7.60
Arson	0	1	3	1	0	1.00	-1.00
Forgery	13	1	6	4	6	6.00	0.00
Fraud	5	7	6	16	14	9.60	4.40
Criminal Damage	67	93	99	64	61	76.80	-15.80
Sexual Offenses	0	9	5	5	2	4.20	-2.20
TOTAL	306	333	328	277	281	305.00	-24.00

ACCIDENTS	2009	2010	2011	2012	2013	AVERAGE	2013 +/- AVG
Fatal	0	0	0	0	1	0.20	0.80
On-Street - injury	10	18	18	10	12	13.60	-1.60
On-Street +\$1,000 - no injury	138	140	152	155	94	135.80	-41.80
On-Street -\$1,000 - no injury	19	22	32	40	28	28.20	-0.20
Private Property - injury	0	1	0	0	1	0.40	0.60
Private Property - no injury	28	38	51	32	31	36.00	-5.00
Walk-In - no injury	22	25	29	17	22	23.00	-1.00
TOTAL	217	244	282	254	189	237.20	-48.20

MENTAL HEALTH	2009	2010	2011	2012	2013	AVERAGE	2013 +/- AVG
Suicide			1	1	2	1.33	0.67
Attempted Suicide			10	8	5	7.67	-2.67
Involuntary Committal			16	13	6	11.67	-5.67
Voluntary Committal			9	11	10	10.00	0.00
All Other Mental Health			37	41	58	45.33	12.67
TOTAL			73	74	81	76.00	5

TOTALCALLS	5,095	4,362	4,022	3,920	3,708	4,221.40	-513.40
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PRAIRIE VILLAGE

FIRST HALF CRIME REPORT - 2013

CRIME	2009	2010	2011	2012	2013	AVERAGE	2013 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	2	2	1	4	1	2.00	-1.00
Robbery	5	1	2	2	2	2.40	-0.40
Assault	28	53	41	38	46	41.20	4.80
Burglary	33	26	43	21	30	30.60	-0.60
Residence	26	23	40	18	27	26.80	0.20
Business/ Miscellaneous	7	3	3	3	3	3.80	-0.80
Theft	100	110	90	99	86	97.00	-11.00
Auto Theft	7	11	9	4	13	8.80	4.20
Arson	0	1	3	1	0	1.00	-1.00
Forgery	13	1	6	4	6	6.00	0.00
Fraud	5	7	6	13	14	9.00	5.00
Criminal Damage	49	85	79	57	55	65.00	-10.00
Sexual Offenses	0	9	5	4	2	4.00	-2.00
TOTAL	242	306	285	247	255	267.00	-12.00

ACCIDENTS	2009	2010	2011	2012	2013	AVERAGE	2013 +/- AVG
Fatal	0	0	0	0	1	0.20	0.80
On-Street - injury	8	16	17	10	12	12.60	-0.60
On-Street +\$1,000 - no injury	124	132	144	144	84	125.60	-41.60
On-Street -\$1,000 - no injury	18	15	28	33	26	24.00	2.00
Private Property - injury	0	1	0	0	0	0.20	-0.20
Private Property - no injury	27	35	49	31	31	34.60	-3.60
Walk-In - no injury	22	22	29	17	22	22.40	-0.40
TOTAL	199	221	267	235	176	219.60	-43.60

MENTAL HEALTH	2009	2010	2011	2012	2013	AVERAGE	2013 +/- AVG
Suicide			1	1	2	1.33	0.67
Attempted Suicide			10	8	5	7.67	-2.67
Involuntary Committal			14	13	4	10.33	-6.33
Voluntary Committal			9	10	9	9.33	-0.33
All Other Mental Health			36	39	57	44.00	13.00
TOTAL			70	71	77	72.67	4.33

TOTALCALLS	2009	2010	2011	2012	2013	AVERAGE	2013 +/- AVG
	4,188	3,579	3,311	3,253	3,066	3,479.40	-413.40

MISSION HILLS

FIRST HALF CRIME REPORT - 2013

CRIME	2009	2010	2011	2012	2013	AVERAGE	2013 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	2	1	0	0	0	0.60	-0.60
Robbery	1	0	0	1	0	0.40	-0.40
Assault	5	3	1	4	1	2.80	-1.80
Burglary	14	0	1	2	3	4.00	-1.00
Residence	11	0	1	2	3	3.40	-0.40
Business	3	0	0	0	0	0.60	-0.60
Theft	24	13	21	11	11	16.00	-5.00
Auto Theft	0	2	0	1	5	1.60	3.40
Arson	0	0	0	0	0	0.00	0.00
Forgery	0	0	0	0	0	0.00	0.00
Fraud	0	0	0	3	0	0.60	-0.60
Criminal Damage	18	8	20	7	6	11.80	-5.80
Sexual Offenses	0	0	0	1	0	0.20	-0.20
TOTAL	64	27	43	30	26	38.00	-12.00

ACCIDENTS	2009	2010	2011	2012	2013	AVERAGE	2013 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
On-Street - injury	2	2	1	0	0	1.00	-1.00
On-Street +\$1,000 - no injury	14	8	8	11	10	10.20	-0.20
On-Street -\$1,000 - no injury	1	7	4	7	2	4.20	-2.20
Private Property - injury	0	0	0	0	1	0.20	0.80
Private Property - no injury	1	3	2	1	0	1.40	-1.40
Walk-In - no injury	0	3	0	0	0	0.60	-0.60
TOTAL	18	23	15	19	13	17.60	-4.60

MENTAL HEALTH	2009	2010	2011	2012	2013	AVERAGE	2013 +/- AVG
Suicide			0	0	0	0.00	0.00
Attempted Suicide			0	0	0	0.00	0.00
Involuntary Committal			2	0	2	1.33	0.67
Voluntary Committal			0	1	1	0.67	0.33
All Other Mental Health			1	2	1	1.33	-0.33
TOTAL			3	3	4	3.33	0.7

TOTALCALLS	2009	2010	2011	2012	2013	AVERAGE	2013 +/- AVG
	907	783	711	667	642	742.00	-100.00

**Council Members
Mark Your Calendars
August 5, 2013**

August 2013	Olathe Visual Arts exhibit in the R.G. Endres Gallery
August 5	City Council Meeting
August 9	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
August 19	City Council Meeting
September 2013	Jan Fellers exhibit in the R.G. Endres Gallery
September 2	City offices closed in observance of Labor Day
September 3	City Council Meeting
September 7	Jazz Festival
September 13	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
September 16	City Council Meeting
September 25	Shawnee Mission Education Foundation Fall Breakfast
October 2013	State of the Arts Exhibit in the R. G. Endres Gallery
October 7	City Council Meeting
October 11	Artist reception in the R. G. Endres Gallery 6:00 - 8:00 p.m.
October 21	City Council Meeting
November 2013	Mid-America Pastel Society exhibit in the R.G. Endres Gallery
November 4	City Council Meeting
November 8	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
November 12 - 16	National League of Cities Conference in Seattle, WA
November 18	City Council Meeting
November 28	City offices closed in observance of Thanksgiving
November 29	City offices closed in observance of Thanksgiving
December 2013	Greater Kansas City Arts Association exhibit in the R. G. Endres Gallery
December 2	City Council Meeting
December 13	Artist reception in the R. G. Endres Gallery 6:30 - 7:30 p.m.
December 16	City Council Meeting
December 25	City offices closed in observance of Christmas