

CITY OF PRAIRIE VILLAGE

September 6, 2016

Council Committee Meeting 6:00 p.m.

City Council Meeting 7:30 p.m.

**COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
Tuesday, September 06, 2016
6:00 PM**

AGENDA

TED ODELL, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

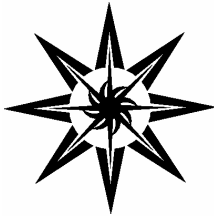
Acknowledgement of JCPRD's recent park planning award for Meadowbrook Project

COU2016-52 Consider approval of a bond sale resolution for streetlight purchase
Keith Bredehoeft

Presentation and discussion regarding the 83rd/Delmar drainage project
Keith Bredehoeft

Discussion regarding dog breed restrictions in city code

***Council Action Requested the same night**



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: September 6, 2016

Council Meeting Date: September 19, 2016

CONSIDER APPROVAL OF BOND SALE RESOLUTION (KCPL STREETLIGHT PURCHASE)

RECOMMENDATION

Approve the resolution authorizing the sale of General Improvement Bonds (KCPL Streetlight Purchase), Series 2016C.

BACKGROUND

General Improvement bonds are planned to be used to fund the purchase of the currently leased KCPL streetlight system.

Gary Anderson of Gilmore and Bell will be present at the meeting to present and discuss the bond resolution and bond structure.

ATTACHMENTS

Bond Sale Resolution

PREPARED BY

Keith Bredehoeft, Public Works Director

September 1, 2016

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF PRAIRIE VILLAGE, KANSAS
HELD ON SEPTEMBER 6, 2016**

The governing body (the "Governing Body") met in regular session at the usual meeting place in the City, at 7:30 p.m., the following members being present and participating, to-wit:

Absent: _____

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

* * * * *

(Other Proceedings)

The matter of providing for the offering for sale of General Obligation Improvement Bonds, Series 2016C, came on for consideration and was discussed.

Councilmember _____ presented and moved the adoption of a Resolution entitled:

**A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL
OBLIGATION IMPROVEMENT BONDS, SERIES 2016C, OF THE CITY OF
PRAIRIE VILLAGE, KANSAS.**

Councilmember _____ seconded the motion to adopt the Resolution. Thereupon, the Resolution was read and considered, and, the question being put to a roll call vote, the vote thereon was as follows:

Aye: _____.

Nay: _____.

The Mayor declared the Resolution duly adopted by the Governing Body and the City Clerk designated the same Resolution No. _____.

* * * * *

(Other Proceedings)

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CERTIFICATE

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

(SEAL)

City Clerk

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2016C, OF THE CITY OF PRAIRIE VILLAGE, KANSAS.

WHEREAS, the City of Prairie Village, Kansas (the “Issuer”) intends to authorize certain streetlight improvements within the Issuer (the “Improvements”) pursuant to Charter Ordinance No. 28 and Article 12, Section 5 of the Constitution of the State of Kansas.

WHEREAS, the Issuer desires to issue its general obligation bonds in order to finance the costs of such Improvements; and

WHEREAS, the City Council of the Issuer (the “Governing Body”) has selected the firm of Columbia Capital Management, LLC, Overland Park, Kansas (the “Financial Advisor”), as Financial Advisor for one or more series of general obligation bonds of the Issuer to be issued in order to provide funds to permanently finance the Improvements; and

WHEREAS, the Issuer desires to authorize the Financial Advisor to proceed with the offering for sale of said general obligation bonds and related activities; and

WHEREAS, one of the duties and responsibilities of the Issuer is to prepare and distribute a preliminary official statement relating to said general obligation bonds; and

WHEREAS, the Issuer desires to authorize the Financial Advisor and Gilmore & Bell, P.C., Kansas City, Missouri, the Issuer’s bond counsel (“Bond Counsel”), in conjunction with the Finance Director to proceed with the preparation and distribution of a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

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

Section 1. There is hereby authorized to be offered for sale the Issuer’s General Obligation Improvement Bonds, Series 2016C (the “Bonds”) described in the Notice of Bond Sale, which is to be prepared by Bond Counsel, in conjunction with the Financial Advisor and Finance Director (the “Notice of Bond Sale”). All proposals for the purchase of the Bonds shall be delivered to the Governing Body at its meeting to be held on the sale date referenced in the Notice of Bond Sale, at which meeting the Governing Body shall review such bids and award the sale of the Bonds or reject all proposals.

Section 2. The Mayor and Finance Director, in conjunction with the Financial Advisor and Bond Counsel, are hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Bonds (the “Preliminary Official Statement”), and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the sale of the Bonds.

Section 3. The Finance Director, in conjunction with the Financial Advisor and Bond Counsel, is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Johnson County, Kansas, and the *Kansas Register* and by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Proposals for

the purchase of the Bonds shall be submitted upon the terms and conditions set forth in the Notice of Bond Sale, and awarded or rejected in the manner set forth in the Notice of Bond Sale.

Section 4. For the purpose of enabling the purchaser of the Bonds (the “Purchaser”) to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), the Mayor and City Clerk are hereby authorized: (a) to approve the form of the Preliminary Official Statement and to execute the “Certificate Deeming Preliminary Official Statement Final” in substantially the form attached hereto as *Exhibit A* as approval of the Preliminary Official Statement, such official’s signature thereon being conclusive evidence of such official’s and the Issuer’s approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to the Municipal Securities Rulemaking Board; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of the Rule and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Mayor, Finance Director, City Clerk and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds.

Section 7. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

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ADOPTED by the City Council on September 6, 2016.

(SEAL)

Mayor

ATTEST:

City Clerk

EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

_____, 2016

Re: City of Prairie Village, Kansas, General Obligation Improvement Bonds, Series 2016C

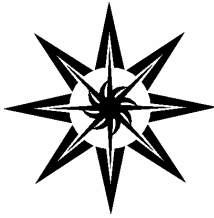
The undersigned are the duly acting Mayor and City Clerk of the City of Prairie Village, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has previously caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement") relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Title: Mayor

By: _____
Title: City Clerk



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: September 6, 2016

DISCUSS PROJECT DELN0001- DELMAR/FONTANA SOUTH OF 83RD STREET DRAINAGE PROJECT

OPTIONS

Option 1- Direct Public Works to continue the development of Project DELN0001.

Option 2- Direct Public Works to eliminate Project DELN0001 from the current CIP and to move forward with the installation of the low water crossing signs in 2016.

BACKGROUND

This project has a long history, dating back to the mid 1980's. Full design for drainage improvement project was completed back in 2007, however, due to the project costs for the City increasing by more than a million dollars, the project was cancelled. That project's intent was to solve problems related to the drainage channel between Delmar Lane and Somerset Drive just south of 83rd Street. There are currently two low water crossings at Delmar Lane and Fontana Street. Just east of Delmar the open channel drains into an underground drainage system. During significant rainfalls the backup of water at this culvert causes significant roadway flooding as well as the flooding of residential properties. In June of 2010, a storm caused flooding of a home in this area which caused this project to be looked at again. Just recently on August 27, 2016 a vehicle was swept into this channel at the Delmar low water crossing. Below is a list of many of the project activities in the last 30 years.

- 1984- Prairie Village developed a storm water master plan and listed this channel as a future project.
- 1996- City started a feasibility study for this area. Plan was to utilize County SMAC funds. Project was tabled as there was no support for removing the low water crossings. At this time both SMAC and Public Works felt removing the low water crossings was a critical component of the project.
- 1998- Record storms in Kansas City area. Car was swept downstream at the Delmar low water crossing. A teen age girl was able to kick out the rear window and a resident helped her escape safely.
- 2000 to 2007- The project was reconsidered and a committee comprised of City Staff members, City Council members, our Engineering Firm, and neighbors was created to develop a solution. The project was debated and lack of support for removal of the low water crossings, by the neighbors, caused the city to request and obtain an exception from SMAC to leave the low water crossings. Projects costs increased with this alternative solution by about 1 million dollars.

Public Works requested additional funds in the fall of 2007 and council decided to not add the additional City funds to the project and the project was cancelled.

- 2010- Significant rainfall caused high water at the Delmar low water crossing which caused garage and basement flooding.
- 2012- New Staff at public works became aware of the past problems at the low water crossings. After seeing video of flooding in 2008 Public Works felt the project needed to address a significant safety concern.
- 2012- A resident meeting was held and the general consensus was to build the project that was cancelled in 2007.
- 2013- Public Works requested to re-evaluate the past project to confirm it was the correct and best way to spend \$2.5 million dollars. Larkin, Lamp, Rynerason & Associates was hired to do this analysis.
- 2013 Study-
Public Works and Larkin studied the design of the past project and became concerned that the past project did not solve the roadway flooding problems. The project did plan to install a system at the low water crossings to warn of the roadway flooding but Public Works felt that given the cost of this project the roadway flooding should be adequately addressed. When Larkin began to study the past project their analysis showed that the water flows used to develop the past project were underestimated. Larkin worked with Johnson County to discuss the watershed study that was completed about the same time as the past project (2007) was developed. Results of those discussions determined that the flows used for the design of the Delmar/Fontana drainage project were indeed underestimated.
- 2016- Council discussed the project on March, 21, 2016 following a meeting with the resident's adjacent to the channel. Two options for moving forward were discussed and are listed below in this memo. After discussion, Council directed Public Works to do a peer review of the work to make sure of the results.
- 2016- Public Works hired Don Baker with Water Resources Solutions to review the work Larkin, Lamp, Rynerason has completed. After review of the models and after discussions with Johnson County SMAC he determined that the 2007 project would NOT meet the SMAC criteria for funding.

In summary the 2007 project does not meet SMAC criteria and therefore no SMAC funds are available for that specific design. The project would need to be funded by the City alone.

If the City were to build a \$3 Million to \$4 Million dollar project in this area, Public Works believes that it should not only remove residential properties from the 100 year flood plan but should also eliminate the low water crossings.

Two options exist at this time-

1. Move forward now with developing a project to solve residential flooding and remove the low water crossings. Given that this is essentially starting over we suggest we begin with a new request for proposals from consultants and start with a new analysis and new ideas for the project. If SMAC funds were available, the first \$250,000 is not reimbursable by SMAC since that is what they funded for design of the original project. The soonest a Preliminary Engineering Study could be submitted to SMAC would be January 2017. Staff would also recommend installing warning signs now as it will take a few years to develop a new project.
2. Cancel the existing CIP project and install warning signs now. The drainage project would be considered in the future when the downstream metal pipes needed to be replaced due to condition. This would be at least 15 to 20 years into the future. When these pipes need to be replaced the residential and street flooding would need to be addressed at that time.

Residents adjacent to the channel between Roe and Somerset were sent a letter notifying them of tonight's discussion. Residents may be in attendance to make comments on the project.

FUNDING SOURCE

If the project DELN0001 is continued at this time funding(about \$1,000,000) will remain in the project. If project is canceled funds will go to the Drainage Repair Program as all the funds are from the Storm Water Utility Fund and have to be used for drainage related items.

Past funding for this project-

	<u>City</u>	<u>SMAC</u>
2007 Design-	\$75,000	\$250,000
Larkin 2013 Study	\$45,000	
2016 Peer Review	\$5,000	

RELATED TO VILLAGE VISION

TR3a. *Ensure that infrastructure improvements meet the needs of all transportation users.*

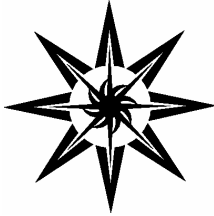
ATTACHMENTS

None

PREPARED BY

Keith Bredehoeft, Public Works Director

September 1, 2016



Discussion regarding dog breed restrictions in city code

Possible Motion:

If there is a desire to remove the prohibition of pit-bull dogs from the city code:

Move that Council direct staff and legal counsel to draft an ordinance with the intention to allow the keeping of pit bull dogs in Prairie Village by removing section 2-106 (Pit Bull Dog - Keeping Prohibited) from the city code.

If there is a desire to keep the existing prohibition, no motion or action is required.

Background:

Council initiated the review of the city's dog breed restrictions specifically relating to pit bull dogs. A motion was approved at the May 16th, 2016, City Council meeting to add the topic to the City's priority list and discuss within the next few months.

Currently, the city code reads:

2-106 PIT BULL DOG – KEEPING PROHIBITED.

It shall be unlawful to keep, harbor, own or in any way possess within the corporate limits of the City of Prairie Village, Kansas, any pit bull dog. Pit bull dog for the purposes of this chapter shall include:

- (a) The Staffordshire Bull Terrier breed of dog;
 - (b) The American Pit Bull Terrier breed of dog;
 - (c) The American Staffordshire Terrier breed of dog, or
 - (d) Any dog having the appearance and characteristics of being predominately of the breeds of Staffordshire pit bull terrier, American pit bull terrier, American Staffordshire bull terrier; or a combination of any of these breeds.
-

If animal control is made aware of a pit-bull breed dog in Prairie Village, contact with the owner is initiated and the ordinance is explained with a deadline to remove the dog from the City.

Prepared:

Aug. 11, 2016

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Tuesday, September 06, 2016
7:30 PM**

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **INTRODUCTION OF STUDENTS & SCOUTS**
- V. **PUBLIC PARTICIPATION**

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

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 the regular City Council meeting minutes - August 15, 2016
- 2. Approve claims ordinance #2945
- 3. Consider resolution 2016-04 approving the Prairie Village Arts Council monthly artist receptions as special events and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the designated public areas of the event
- 4. Approval an agreement with S.E.C.T. Theatre Supplies for stage, sound, lighting, and roof for Jazz Festival
- 5. Approve the 2017 Mission Hills Contract and the 2017 Mission Hills Budget

VII. **COMMITTEE REPORTS**

Council Committee of the Whole

- COU2016-44 Consider approval the purchase of the streetlight system from KCPL and LED lighting upgrades
- COU2016-45 Consider approval the agreement with KCPL for the purchase of the streetlight system for \$2,282,945.00

VIII. **MAYOR'S REPORT**

IX. **STAFF REPORTS**

X. OLD BUSINESS

Consider approval of the Residential Solid Waste and Recycling Services Agreement with Republic Services for collection operations beginning January 1, 2017

Request permission to set the 2017 solid waste assessment rate

XI. NEW BUSINESS

Consider an alcohol permit for the sale of hard liquor at the 2016 State of the Arts event

XII. EXECUTIVE SESSION

XIII. ANNOUNCEMENTS

XIV. 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

**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
AUGUST 15, 2016**

The City Council of Prairie Village, Kansas, met in regular session on Monday, August 15, 2016 at 7:30 p.m. in the Council Chambers at the Municipal Building, 7700 Mission Road, Prairie Village, Kansas.

ROLL CALL

Mayor Laura Wassmer called the meeting to order and roll call was taken with the following Council members present: Ashley Weaver, Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Sheila Myers, Brooke Morehead, Dan Runion, Ted Odell and Terrence Gallagher.

Staff present was: Tim Schwartzkopf, Chief of Police; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Shannon Marcarno, Assistant City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Lisa Santa Maria, Finance Director; Alley Williams, Assistant to the City Administrator and Meghan Buum, Deputy City Clerk.

INTRODUCTION OF STUDENTS & SCOUTS

Scouts from Troop 387 were in attendance as part of the "Citizenship in the Community" badge.

PUBLIC PARTICIPATION

No one addressed the City Council.

CONSENT AGENDA

Ted Odell moved the approval of the Consent Agenda items for August 15, 2016 with the correction to item #3:

1. Approve the regular City Council meeting minutes of August 1, 2016
2. Ratify the Mayor's appointment of Elizabeth Johnson to the Parks & Recreation Committee with her term ending April, 2018
3. Approve the request for an alcoholic beverage waiver for Harmon Park for the 2016 Prairie Village Jazz Festival
4. Approve Ordinance 2352 approving the Prairie Village Jazz Festival as a special event and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the boundaries of barricaded public areas of the event.

A roll call vote was taken with the following members voting "aye": Weaver, Nelson, Schermoly, Noll, Mikkelson, Myers, Morehead, Runion, Odell and Gallagher.

COMMITTEE REPORTS

Council Committee of the Whole

COU2016-49 Consider approval of a Construction Agreement with National Streetscape, Inc. for the Police Department/City Hall entrance, ADA and patio project

On behalf of the Council Committee of the Whole, Council President Ted Odell moved the City Council authorize the Mayor to sign the Construction Contract with National Streetscape, Inc. for Project BG50 0003, City Hall Courtyard in the amount of \$414,300. The motion was seconded by Brooke Morehead and passed unanimously.

COU2016-50 Consider approval of the Contract with Pavement Management, Inc. for the 2016 Crack Seal/Micro Surfacing Program

On behalf of the Council Committee of the Whole, Council President Ted Odell moved the City Council authorize the Mayor to sign the Construction Contract with Pavement Management for Project P5000/P5038: 2016 Crack Seal/Micro Surfacing

Program in the amount of \$312,000. The motion was seconded by Ashley Weaver and passed unanimously.

COU2016-51 Consider approval of the Contract with Musselman & Hall Contractors, LLC for Project P5001: 2016 Street Repair Program

On behalf of the Council Committee of the Whole, Council President Ted Odell moved the City Council authorize the Mayor to sign the Construction Contract with Musselman & Hall Contractors, LLC for Project P5001: 2016 Street Repair Program in the amount of \$150,000. The motion was seconded by Ashley Weaver and passed unanimously.

COU2016-44 Consider approval for the purchase of the streetlight system from KCPL with LED lighting upgrades

COU2016-45 Consider approval of the agreement with KCPL for the purchase of the streetlight system for \$2,282,945.00

Ted Odell recused himself from the discussion and vote on COU2016-44 and COU2016-45.

On behalf of the Council Committee of the Whole, Ashley Weaver moved the City Council approve the purchase of the streetlight system from KCPL and LED lighting upgrades at a cost of \$2,282,945. The motion was seconded by Shelia Myers. Discussion was held.

Dan Runion shared a recent policy statement by AMA on the warmth and brightness of LED streetlights. He asked if there will be a change in cost due to the implementation of these recommendations. Keith Bredehoeft confirmed there are criteria that must be met and will be specified in the bid process this fall. Quinn Bennion thanked Mr. Runion and Terrence Gallagher for bringing this to the City's attention. He clarified that this is just the first stage of approval and reflects Council and Staff's desire to enter

into an agreement rather than the specifics of the lighting tones. It has been reviewed by Shannon Marcano if there are further questions.

Serena Schermoly asked if we are approving the agreement without knowing if the lights meet the proper specifications. Quinn Bennion stated that a portion of our streetlights are already LED and we will need to determine if they meet the lighting requirements.

Dan Runion stated that he doesn't believe there is enough information to proceed with the purchase at this time. He fears the change in bulb warmth would make the purchase cost prohibitive. Keith Bredehoeft stated that there is a built in contingency should the price come in higher than expected and feels confident moving forward due to the increasingly competitive pricing of LED bulbs.

Mayor Laura Wassmer asked if we approve this tonight, would we be able to change our mind in the future. Keith Bredehoeft responded that we would be able to do so. Shannon Marcano agreed with Keith's position.

Terrence Gallagher shared several complaints from Ward 6 related to the wash and brightness of the streetlights. He inquired about altering the lamp heads so that the wash of the light only touches the street. Keith Bredehoeft stated that adjustments are made on a case by case basis.

Ashley Weaver and Shelia Myers withdrew the motion.

Jori Nelson moved to table COU2016-44 and COU2016-45 until the next meeting. The motion was seconded by Dan Runion and passed unanimously.

MAYOR'S REPORT

Mayor Wassmer attended the Corinth Hills picnic and a neighborhood ice cream

social. She thanked the Police Department for their attendance at the events. Mayor Wassmer spoke at Bill Franklin's memorial service at the Prairie Village Community Center. She met with Paul Benson from the Nelson Atkins museum regarding statuary restoration. The committee will convene in several months with an update.

STAFF REPORTS

Public Safety

- Chief Schwartzkopf shared the success of Fro-Yo with a Cop on Saturday, August 13th at Peachwave on Mission Road. It was a great way to interact with families with young children.
- The Dog Days of Summer event will take place from 10 a.m. - 2 p.m. on Saturday, August 20 at Franklin Park.
- The Lancer Day parade is September 2.

Public Works

- Keith Bredehoeft reported that the construction on Mission Road is largely completed with a few remaining items to be wrapped up before and after school traffic hours. Mayor Wassmer inquired about the street lights and Mr. Bredehoeft stated the bases will be completed and installed within two weeks.
- Sidewalk reconstruction on Belinder will be finished this week. There were a few minor issues related to the school bus routes.
- A new crosswalk material will be used in front of Belinder School. The material is imbedded into the street similarly to a crosswalk at 75th and Wornall in Kansas City, MO.
- Shelia Myers asked if the channel on 82nd Street had issues during the rain storms. Mr. Bredehoeft stated that it needed to be drained but wouldn't impact the progress of the project.

Administration

- Lisa Santa Maria reported that an RFP for audit services would be sent out this week.
- Wes Jordan had no report.
- Quinn Bennion provided an update on the construction at Meadowbrook development. The drainage and dredging of ponds is underway with rock work to be completed in September. Storm, sanitary sewer, and utility work is underway. The apartment complex plans are undergoing staff review. Town homes are being marketed. The new owner of the senior living facility will be announced within the coming weeks. There is heavy interest in the hotel site. Park plans will be bid for construction in late 2016, with construction to begin in 2017.

EXECUTIVE SESSION

Brooke Morehead moved pursuant to KSA 75-4319 (b) (1) that the Governing Body, recess into Executive Session in the Multi-Purpose Room for a period not to exceed 30 minutes for the purpose of consulting with the City Attorney on matters which are privileged in the attorney-client relationship. Present will be the Mayor, City Council, City Administrator, Assistant City Administrator and Assistant City Attorney. The motion was seconded by Ashley Weaver and passed unanimously.

Mayor Wassmer reconvened the meeting at 8:35 p.m.

OLD BUSINESS

Discussion and Review of Solid Waste Bids

Wes Jordan addressed the City Council and shared new information related to the solid waste bid. The City had previously charged a \$1.00 administrative fee to capture the cost of large item pickup. Due to the fund balance, the fee will be lowered to \$0.31. He shared the revised solid waste submittals.

Steve Noll moved to authorize staff to close the bidding process and finalize an agreement for solid waste services with Republic based on the August 1, 2016 submitted bid. The motion was seconded by Shelia Myers and passed 8-2, with Schermoly and Odell voting no.

Discussion related to online streaming of Council meetings

Ted Odell stated that the streamed council meetings are not public record and will not be available for download from the City. Mayor Wassmer asked Serena Schermoly to remove the City's logo based on copyright laws since it is not a City operation.

NEW BUSINESS

Terrence Gallagher introduced Elizabeth Johnson, the newly appointed committee member for the Parks and Recreation Committee. He thanked Dan Searles for his volunteer service.

ANNOUNCEMENTS

Environment/Recycle Committee	08/26/2016	5:30 p.m.
Council Committee of the Whole (Tuesday)	09/06/2016	6:00 p.m.
City Council (Tuesday)	09/06/2016	7:30 p.m.

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The Prairie Village Arts Council is pleased to present the works of Mary Ann Coonrod and Cookie Cave during the month of August.

Plan to attend the “Dog Days of Summer” at Franklin Park on Saturday, August 20th from 10 am to 2 pm. A rain date has been set for Sunday, August 21st if needed.

The pool will close for the 2016 season at 6 p.m. on Monday, September 5th. Remember now that school is back in session, the pool hours are 4:30 to 8:30 on weekdays.

The 2nd Annual “Puppy Pool-Ooza” Dog Swim will be held at the Prairie Village Pool on Tuesday, September 6th from 5 p.m. to 7 p.m.

Mark your calendar for the 7th Annual Prairie Village Jazz Festival on Saturday, September 10th from 3 p.m. to 10:30 p.m. If you are interested in volunteering for the event, please contact Joyce or Meghan.

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned at 8:12 p.m.

Joyce Hagen Mundy
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

August 15, 2016

Copy of Ordinance
2945

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

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

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

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
12659-12757	7/1/2016	877,536.41	
12758-12826	7/15/2016	887,892.00	
12827	7/22/2016	1,104.14	
12828-12911	7/29/2016	237,677.82	
Payroll Expenditures			
7/5/2016		296,312.11	
7/19/2016		308,428.83	
Electronic Payments			
Electronic Pmnts	7/6/2015	1,568.80	
Electronic Pmnts	7/8/2016	21,022.26	
Electronic Pmnts	7/11/2016	6,280.46	
Electronic Pmnts	7/12/2016	2,224.40	
Electronic Pmnts	7/13/2016	587.77	
Electronic Pmnts	7/14/2016	3,447.65	
Electronic Pmnts	7/21/2016	7,085.73	
Electronic Pmnts	7/22/2016	762.30	
Electronic Pmnts	7/26/2016	15.93	
Electronic Pmnts	7/28/2016	607.60	
TOTAL EXPENDITURES:			2,652,554.21
Voided Checks	Check #	(Amount)	
Goodyear Auto Service Center	12694	(914.65)	
Meadowbrook country Club	12798	(500.00)	
TOTAL VOIDED CHECKS:			(1,414.65)
GRAND TOTAL CLAIMS ORDINANCE			2,651,139.56

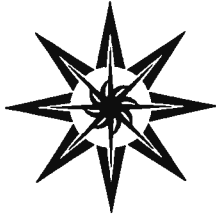
Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 15th day of August 2015.

Signed or Approved this 15th day of August 2015.

(SEAL)
ATTEST: *Building & Norton Jr.*
City Treasurer

ATTEST: *[Signature]* 8/15/16
Finance Director



ADMINISTRATION

City Council Date: September 6, 2016
CONSENT AGENDA

Consider Resolution 2016-04 approving the Prairie Village Arts Council Monthly Artist Receptions as Special Events and Authorizing the Sale, Consumption and Possession of Alcoholic Liquor and Cereal Malt Beverages within the Designated Public Areas of the Event.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2016-04 approving the Prairie Village Arts Council Monthly Artist Receptions as special events and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the designated public areas of the event.

SUGGESTED MOTION:

I move the City Council authorize the Mayor to execute Resolution 2016-04 approving the Prairie Village Arts Council Monthly Artist Receptions as special events and authorizing the sale, consumption and possession of alcoholic liquor and cereal malt beverages within the designated public areas of the event.

DISCUSSION:

Pursuant to KSA 41-719(a)(2) and KSA 41-2645, the Governing Body may approve special events and exempt public streets and sidewalks from the prohibition concerning drinking or consuming alcoholic liquor and cereal malt beverages on public streets and sidewalks.

Non-profit organizations sponsoring an event promoting the arts may secure a permit to serve free alcoholic liquor or Cereal Malt Beverages to members of the general public during the event with authorization of the local governing body by ordinance or resolution. The attached resolution covers the remaining 2016 art exhibit receptions.

ATTACHMENTS:

Draft Resolution
Permit Application

PREPARED BY:

Joyce Hagen Mundy
City Clerk

Date: August 26, 2016

RESOLUTION 2016-04

WHEREAS, the Prairie Village Arts Council is a non-profit organization promoting the arts in Prairie Village through regular monthly art exhibits at the R. G. Endres Art Gallery located at 7700 Mission Road; and

WHEREAS, the Arts Council hosts an artist reception the 2nd Friday for each month for the exhibiting artists between the hours 6:30 to 8:00 p.m. and desires to serve alcoholic and cereal malt beverages on the following dates: September 9, 2016, October 14, 2016, November 11, 2016 and December 8, 2016.

WHEREAS, the Governing Body may approve special events and exempt public areas, streets and sidewalks from the prohibitions concerning drinking or consuming of alcoholic liquor and cereal malt beverages in public areas, streets and sidewalks;

WHEREAS, the Prairie Village Arts Council shall secure the appropriate license from the State of Kansas to sell alcoholic liquor and cereal beverages in accordance with all applicable state laws and municipal ordinances in the area designated by the Division of Alcoholic Beverage Control within the enclosed designated area during the event;

THEREFORE, BE IT RESOLVED that Prairie Village Arts Council monthly artist receptions are hereby designated as a special event and authorization is given by the Governing Body of the City of Prairie Village for the sale and consumption of alcoholic liquor and cereal malt beverages during the specified dates and times at 7700 Mission Road.

ADOPTED BY THE GOVERNING BODY ON SEPTEMBER 6, 2016.

Mayor Laura Wassmer

ATTEST:

Joyce Hagen Mundy, City Clerk



Kansas Department of Revenue
 Alcoholic Beverage Control Division
 915 S.W. Harrison Street, Room 214
 Topeka, KS 66625-3512
 Phone: 785-296-7015 Fax: 785-296-7185

**NOTIFICATION OF NON-PROFIT ORGANIZATION
 EVENT PROMOTING THE ARTS**

Who must complete this form?

A non-profit organization that wishes to sponsor an event promoting the arts must complete this form if non-licensed businesses wish to serve free alcoholic liquor or Cereal Malt Beverages to members of the general public during the event. Notification must be received by the Director **at least ten (10) days** prior to the event.

The local governing body must approve the event by ordinance or resolution, which must be submitted with this form.


Complete this form and return to the address or fax number above **at least ten (10) days** prior to the event.

Non-Profit Organization Information:

Organization Name Prairie Village Arts Council (extension of Prairie Village Municipal Foundation)			
Organization Mailing Address 7700 Mission Road	City Prairie Village, Kansas	County Johnson	Zip 66208
Contact Person Name Wes Jordan	Email Address wjordan@pvkansas.com		
Phone Number 913-385-4621	Fax Number		

Event Information:

Title of Event Monthly Art Exhibit @ City Hall	Date(s) of Event 2nd Friday of every month (Sept - Dec)		
Beginning Time of Event 6:30 pm	Ending Time of Event 8:00 pm		
Address 7700 Mission Road	City Prairie Village	County Johnson	Zip Code 66208
<input checked="" type="checkbox"/> I have attached a copy of the required ordinance or resolution authorizing this event.			
<input type="checkbox"/> I have attached a list of participating businesses.			


8/26/2016

 Authorized Signature Date

FOR OFFICE USE ONLY:

<input type="checkbox"/> Received less than 10 days prior to event.	Date: _____	Associate: _____
<input type="checkbox"/> Scanned to Enforcement Agent		





JAZZ FESTIVAL COMMITTEE

Council Meeting Date: SEPTEMBER 5, 2016
CONSENT AGENDA

Consider Agreement with S.E.C.T. Theatre Supplies, Inc. for stage, sound, lighting and roof for Jazz Festival

RECOMMENDATION

Recommend the City Council approve a production services agreement with S.E.C.T. Theatre Supplies, Inc. to provide, set-up and take down stage, sound, lighting and roof necessary for the Prairie Village Jazz Festival.

BACKGROUND

S.E.C.T. Theatre Supplies, Inc. has provided the stage for the jazz festival for the past six years. The attached proposal provides for a 32' x 24' stage with set-up, take-down and the related lighting and sound equipment. The increased cost is due to the larger stage. The committee has received the attached contract to provide those services for this year's festival. The cost of the contract is \$10,910.00 due the day of the event. The contractor will provide an insurance certificate naming the city as an additional insured.

FINANCIAL IMPACT

Execution of this contract will commit an amount not to exceed \$10,910.00. The JazzFest account in the Municipal Foundation has a balance of \$32,196.00.

ATTACHMENTS

Contract

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: August 31, 2016

S.E.C.T. Theatre Supplies, Inc.

1214 W 8TH ST

Kansas City, Missouri 64101

(816) 471-1239 FAX (816) 471-7328

(800) 279-5726

PRODUCTION SERVICE PROPOSAL

Purchaser: DANIEL ANDERSEN

Contact: SAME

Phone: 310-994-3545 Email: daniel@danielandersen.com

Venue: HARMON PARK

Event: PRAIRIE VILLAGE JAZZ FESTIVAL

Date: SAT. SEPT. 10TH

Service: SOUND, LIGHTING, ROOF, & STAGING

Show Times: 3 P.M. TO 10 P.M. (LOAD IN STAGE AND TOP THURSDAY @ 10A.M.

SOUND AND LIGHTS ON FRIDAY. SOUND CHECKS SATURDAY MORNING, LOAD OUT SUNDAY @ NOON)

S.E.C.T. agrees to provide

SOUND

12 EV XLC127 LINE ARRAY CABINETS (FLOWN)

2 FLY BUMPERS

8 EAW 400 SUB CABINETS

8 EV P3000 POWER AMPS

2 DBX PROCESSORS

CD PLAYER, & CLEAR COM

X32 DIGITAL CONSOLE

32 X 8X 150' SNAKE W/ SPLITTER

X32 DIGITAL MONITOR CONSOLE

2 SHURE WIRELESS MICS W/87 OR BETA 58 CAPSULES

6 MIX AMP RACK

8 MONITOR WEDGES

ALL NECESSARY MICS (AS PER ARTISTS REQUIREMENTS), STANDS, AND CABLE FOR A COMPLETE AND RUNNING SYSTEM

POWER DISTRO W/100' FEEDER

2 SOUND ENGINEERS FOR THE RUN

2 POWERED SPEAKERS ON TREES FOR UP TOP DELAYS

WIRELESS EAR RIG FOR DELAYS

LIGHTING

8 LED IP QUADS

2 ZOOMS

6 LED MOVING WASHES

CONTROLLER

2 HMI FOLLOW SPOTS
2 6' SPOT TOWERS
FEEDER
1 LIGHTING OPERATOR
32' X 24' ROOF (FLOWN WITH TOWERS AND MOTORS)
14 8' DOUBLE HUNG TRUSS
2 4' DOUBLE HUNG TRUSS
4 10' 12"X12" TRUSS
4 5' 12"X12" TRUSS
4 CORNER BLOCKS
4 HEAD BLOCKS
4 1 TON MOTORS
32' PEAK
32'X24' SKIN
32'X24'X2'6" STAGE
8'x8' STAGE THRUST
2 STAIR UNITS
32' BLACK SCRIM
10 HANDS FOR SETUP AND TEARDOWN
EQUIPMENT RAMP
2 WATER BARRIERS

PURCHASER TO PROVIDE:

MUST BE ABLE TO STAKE OFF OF 3 CORNERS INTO THE GROUND W/6 STAKES
GENERATOR

TOTAL COST: \$10,910.00

TERMS: 50% deposit with balance due day of show.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

NOTE: This proposal may be withdrawn if not accepted in 20 days.

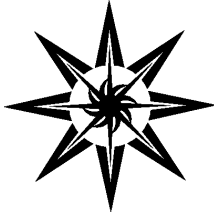
ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

SECT Agent: Shawn Poores

Date: _____

Date: _____



CONSENT AGENDA

Council Meeting Date: September 6, 2016

Consider Approval of the 2017 Mission Hills Contract and the 2017 Mission Hills Budget

RECOMMENDATION

The Prairie Village Police Department recommends the City Council formalize its law enforcement relationship with the City of Mission Hills for the 2017 calendar year by approving the attached 2017 Mission Hills Contract and the 2017 Mission Hills Budget.

COUNCIL ACTION REQUESTED ON: September 6, 2016

BACKGROUND

Each year the Cities of Prairie Village and Mission Hills formalize their law enforcement relationship with an agreement between the municipalities. The budgetary costs for each law enforcement program are derived from formulas based on percentages of the Prairie Village Budget for services that include manpower allocation, calls for service, reported crimes, and vehicular accidents.

The 2017 Mission Hills Budget is calculated to be \$1,295,631 which is a 1.87 percent increase (\$23,735) compared to 2016. A breakdown of program costs is specified in the attached 2017 Mission Hills Budget spreadsheet.

The Mission Hills Contract does reflect a 3.25 percent increase, \$39.32 to \$40.60 per hour, in Animal Control Services to account for merit and benefit costs.

The Mission Hills City Administrator has agreed with the contents of the attached 2017 Mission Hills Contract, as well as the 2017 Mission Hills Budget.

ATTACHMENTS: 2017 Mission Hills Contract
 2017 Mission Hills Budget Comparison
 2017 Mission Hills Shared Costs.

Prepared By:

Tim M. Schwartzkopf
Chief of Police

Date: September 1, 2016

MISSION HILLS AGREEMENT – 2017

THIS AGREEMENT, made this ____ day of _____, 2016, between the City of Prairie Village, Kansas, a municipal corporation, hereinafter referred to as “Prairie Village,” and the City of Mission Hills, Kansas, a municipal corporation, hereinafter referred to as “Mission Hills.”

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

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

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

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

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

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

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

Unit 549 - 2015 Ford Explorer
VIN 1FM5KJ8AR6FGC40967
registered to the City of Prairie Village;

Unit 649 – 2016 Ford Explorer
VIN – 1FM5K8AR9GGB43439
registered to the City of Prairie Village;

Unit 449 - 2014 Ford Explorer
VIN - 1FM5K8AR3EGB95985
registered to the City of Prairie Village, and

Unit 448 – 2014 Ford Explorer
VIN 1FM5K8AR1EGB95984
registered to the City of Prairie Village.

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

Mission Hills shall pay all expenses relating to the maintenance of said vehicles, including, but not limited to, gasoline, oil, lubrication, tires, repairs and equipment changeover. Maintenance of said vehicles shall be under the direction and supervision of the Chief of Police. Routine maintenance will be provided by a vendor agreed upon by the Mission Hills City Administrator and the Chief of Police. Gasoline shall be provided through the Prairie Village gasoline pump. A monthly itemized bill shall be prepared and forwarded to Mission Hills for payment, which shall be above the costs of the contract agreement listed in Paragraph B. Major repair items such as engine or transmission overhaul shall be approved by the Mission Hills City Administrator prior to work being performed and will be billed directly to Mission Hills. If a Mission Hills police unit is inoperable for a period of time - as determined by a Police Department Shift Supervisor or Command Staff member, due to the vehicle being unable to be operated safely, or where further use may cause damage to the vehicle - Prairie Village shall provide a replacement vehicle and may bill Mission Hills at the rate equal to the 2016 IRS standard mileage rate per mile for a car used for business purposes for its use, above the costs of this contract.

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

2. Police Personnel. Prairie Village shall provide to Mission Hills the services of police officers, detectives, and other personnel as adopted by budget formulas to provide efficient and effective law enforcement services. The Chief of Police will approve staffing/scheduling in consultation with the Mission Hills City Administrator. With respect to the additional officers, Prairie Village shall not be required to provide a replacement officer or

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

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

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

All Prairie Village Police officers, and all cars used by such police officers, including the vehicles designated as the Mission Hills police vehicles, shall be subject to the jurisdiction of the Prairie Village Chief of Police, whether operating in Mission Hills or Prairie Village. The Prairie Village Chief of Police shall have exclusive supervision of the operation of the police vehicles designated as the Mission Hills cars and the personnel operating same, and shall handle all complaints or calls for services through the Police Department’s offices at 7710 Mission Road, Prairie Village, Kansas. The Chief of Police will consult and cooperate with Mission Hills in scheduling and supervising the operation of Mission Hills vehicles and personnel operating same.

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

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

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

4. Humane Officer. For purposes of animal control, Prairie Village shall provide to Mission Hills the services of a humane officer, when such services are needed. Said humane officer shall be under the supervision of the Chief of Police. It is agreed that when on duty, the humane officer shall respond to calls for service within Mission Hills that are the normal function of this service. In addition, the Mayor or City Administrator of Mission Hills can request scheduled hours in Mission Hills on a regular basis, which shall be provided if personnel are available. The cost of this service is not included in the contract amount as provided in Paragraph B, and shall be documented and billed at the rate of **\$40.60** per hour.

It is further agreed that Prairie Village has entered into a contract agreement with Animal Medical Center (AMC) for the professional care, impounding and boarding of animals taken into custody by the Police Department. This service is not included

in the contract amount as provided in Paragraph B, and shall be billed to Mission Hills by Prairie Village as required by the service provided by AMC.

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

B. Reimbursement Costs. Mission Hills shall reimburse Prairie Village for the cost of services and equipment provided to the City of Mission Hills as heretofore provided, the total amount of One Million, two hundred and ninety five thousand, six hundred and thirty one and 00/100 Dollars (**\$1,295.631.00**), said amount to be paid by Mission Hills at the rate of One Hundred and seven thousand, nine hundred and sixty nine and 25/100 Dollars (**\$107,969.25**), per month during the term of this Agreement, said payment to be made not later than the 15th day of each month.

Said amount is based on the standard employee work schedule of the City of Prairie Village and includes the cost of supervision and insurance, radio dispatching, officer supplies, uniform replacement, salary of personnel, overhead and other costs which will be incurred by Prairie Village in fulfilling the obligations of this Agreement. The estimated costs of services and equipment to be provided under this Agreement have been compiled in a proposed budget for the year 2017, previously furnished to Mission Hills by Prairie Village. This budget was used in determining the costs to be reimbursed by Mission Hills; however, the parties recognize that the actual costs for the items furnished may differ from those estimated.

In the event of a difference which results from a change in the wage structure of Prairie Village personnel from that contemplated in the proposed budget, or pursuant to Paragraph A., 2., any additional officer is unavailable for any reason other than an excused

absence and Prairie Village elects not to assign a replacement officer, an appropriate increase or decrease will be made in the amount due Prairie Village by Mission Hills hereunder. However, the parties agree that no other difference, if any, in the actual costs of the services and equipment provided from that contemplated in the proposed budget will be cause for increasing or decreasing the amount due Prairie Village from Mission Hills hereunder.

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

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

In addition, both Prairie Village and Mission Hills carry general liability insurance and both parties agree that they will use their best efforts to cause the insurance companies providing such insurance coverage to waive any subrogation rights, which such companies may have against Prairie Village or Mission Hills, as the case may be, with respect to expenses incurred and amounts paid under such policies on behalf of the party carrying such insurance.

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

Village, if Prairie Village were not providing services to Mission Hills under this Agreement; and Prairie Village should bear all or most of the costs related to such claims (including defense costs and payments for settlement or judgment) in those situations in which the action or omission which gives rise to the claim relates primarily to the operation or policies of the Prairie Village Police Department and services provided to Mission Hills under this Agreement are only incidental to the situation.

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

E. Effective Date. This Agreement shall be in effect from January 1, 2017, through December 31, 2017, and shall not be assigned. It is agreed that during the term of this Agreement neither party may terminate or modify the Agreement without the consent of the other, except as otherwise provided by this Agreement.

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

THE CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Laura Wassmer - Mayor

ATTEST:

Joyce Hagen Mundy - City Clerk

APPROVED AS TO FORM:

Catherine P. Logan - City Attorney

THE CITY OF MISSION HILLS, KANSAS

By: _____
Rick Boeshaar - Mayor

ATTEST:

Nicole Hoffman - City Clerk

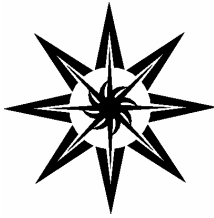
APPROVED AS TO FORM:

Neil Shortlidge - City Attorney

MISSION HILLS BUDGET FOR 2017

PROGRAM	2014	2015	2016	2017	2016-2017 COMPARISON	%
Administration	\$68,752	\$68,997	\$73,351	\$75,836	\$2,485	3.4%
Staff Services	\$138,245	\$142,814	\$142,237	\$145,825	\$3,588	2.5%
Community Services	\$0	\$0	\$0	\$0	\$0	0.0%
Crime Prevention	\$9,233	\$9,632	\$10,510	\$11,257	\$747	7.1%
Patrol	\$841,584	\$860,795	\$874,978	\$872,183	(\$2,795)	-0.3%
Investigations	\$70,384	\$66,701	\$70,647	\$83,690	\$13,043	18.5%
Special Investigation	\$0	\$0	\$0	\$0	\$0	0.0%
D.A.R.E.	\$7,809	\$8,294	\$8,445	\$9,103	\$658	7.8%
Professional Standards	\$23,495	\$24,268	\$23,127	\$24,690	\$1,563	6.8%
Traffic	\$0	\$0	\$0	\$0	\$0	0.0%
Court	\$75,326	\$74,771	\$68,601	\$73,047	\$4,446	6.5%
School Crossing	\$0	\$0	\$0	\$0	\$0	0.0%
Accounting	\$0	\$0	\$0	\$0	\$0	0.0%
TOTAL	\$1,234,828	\$1,256,272	\$1,271,896	\$1,295,631	\$23,735	1.87%
% OF INCREASE						1.87%

PROGRAM	2017 BUDGET SHARED COSTS	MISSION HILLS COST
Administration	\$555,166	\$75,836
Staff Services	\$871,674	\$145,825
Community Services	\$0	\$0
Crime Prevention	\$89,495	\$11,257
Patrol	\$2,803,515	\$872,183
Investigations	\$665,259	\$83,690
Special Investigation	\$0	\$0
D.A.R.E.	\$91,027	\$9,103
Professional Standards	\$180,750	\$24,690
Traffic	\$0	\$0
Court	\$346,859	\$73,047
School Crossing	\$0	\$0
Accounting	\$0	\$0
TOTAL	\$5,603,745	\$1,295,631



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: July 18, 2016

Council Meeting Date: August 1, 2016

CONSIDER PURCHASE OF STREETLIGHT SYSTEM FROM KCPL AND LED LIGHTING UPGRADES.

RECOMMENDATION

Approve the purchase of the streetlight system from KCPL and LED lighting upgrades.

BACKGROUND

Currently the street light system consists of 2,062 lights and is owned and maintained by KCPL. The City pays \$762,000 per year to KCPL to lease the streetlights. In recent years many cities in Johnson County including Overland Park, Leawood, Lenexa, Fairway, Mission, and Mission Hills have made the decision to purchase the streetlight systems from KCPL. These cities have used the funds budgeted for the lease to pay for the maintenance of the streetlights, the electricity, and to fund repairs and replacements of the system and have shown this to be much more cost effective as compared to continuing the lease.

Prairie Village current yearly cost of leased system- \$762,000

KCPL Proposed Purchase Price- \$2,282,945.00

The KCPL purchase price is based on the number of specific assets in our system and the cost for each item is based on a County wide rate and not based on specific condition or age. This is the same process applied to other cities that have recently purchased streetlights.

It is proposed to sell bonds to purchase the system and to pay the bonds off in 7 years. Attached is a cash flow analysis completed by Columbia Capital which yielded almost a 15% Rate of Return based on the assumptions included with the analysis. The analysis shows the cost advantage of purchasing the system.

This Columbia Capital analysis also includes upgrading all heads to LED immediately after purchase. The streetlight system already has 334 LED lights as a result of staff's effort to obtain a grant from MARC a few years ago. It is proposed to use the bond funds to upgrade the remaining 1736 to LED's after purchase. The LED heads will last longer than the existing heads, require significantly less maintenance, reduce the frequency of outages, and save on electricity costs. The LED upgrades would decrease the yearly electricity costs from \$94,000 to \$53,000 each for an estimated savings of \$41,000 per year. The

added cost for LED upgrades will increase the bond amount by \$750,000.

Total Bond for Streetlight purchase and LED upgrades-

Streetlight Purchase-	\$2,282,945.00
LED Upgrades-	\$750,000.00
Contingency for LED and install-	\$167,055.00
<u>TOTAL-</u>	<u>\$3,200,000</u>

Additional information if streetlights are purchased with LED upgrades-

- The City would pay KCPL for power usage based on the off peak flat rate for the streetlight. This is anticipated to be about \$53,000 per year.
- The City would be responsible for maintenance of the streetlight system. The City would contract for maintenance services as other cities have done and the repair process would be very similar to when KCPL owned. With LED heads it is expected the yearly basis maintenance cost will be about \$34.00 per pole for a total of \$70,108 per year.
- The City would budget for repair and replacement above basic maintenance. Budget for this would be \$200,000 per year but could be more if the City desired to replace the system sooner.
- Insurance will increase by about \$3,000 per year.
- The City will need to hire an underground utility location service to locate underground power lines for the streetlights. This is expected to be about \$7,200 per year.
- The City will need to install KCPL meters for power when streetlights are replaced on an entire street or when new streetlights are added. The cost for electricity, when metered, is expected to be similar to what it was before installing meters.
- No additional City staff is expected since the maintenance work will be contracted. The repair process will be similar to what we do with KCPL. There will be additional staff time in processing payments to contractors and spending time developing repair or replacement projects.

The Finance Committee met and discussed the purchase of the streetlight system and provided feedback on the information to prepare for the packet.

The purchase of the system using bond funds requires separate action on a charter ordinance(See related item).

FUNDING SOURCES

Funds to pay for repayment of bonds and other associated costs will come from the funds budgeted for the KCPL Lease in the City's operations budget.

ATTACHMENTS

Streetlight Purchase Analysis by Columbia Capital

PREPARED BY

Keith Bredehoeft, Public Works Director

July 12, 2016

Preliminary / Subject to Change

City of Prairie Village, Kansas

Streetlight Purchase Analysis

Underlying Assumptions

Streetlights Purchased:	2,062
Cost of Streetlights:	\$2,282,945
KCP&L Lease Payments:	Currently \$762,000 annually, projected to grow 3.5%
Electricity Cost:	Currently \$94,000 annually, projected to grow 3.0%, \$53,000 post LED upgrades per KCP&L
Pole Maintenance:	\$45 per pole annually
Locates:	10 per month at \$60 each
Insurance:	\$3,000 annually, projected to grow 3.0%
Repair and Replacement Cost:	\$200,000 per year, projected to grow 3.0%
LED Upgrade Schedule:	Upon purchase of the streetlights
Cost of LED Upgrades:	\$750,000
LED Energy Savings:	Approximately 40% reduction in electricity cost and 25% reduction in maintenance cost
Bond Financing:	Anticipated to be issued in the summer of 2016 with level debt service over 7 years, with total project proceeds consisting of the cost of the streetlights and LED upgrades (\$3,200,000)

City of Prairie Village, Kansas

Streetlight Purchase Cash Flow Analysis

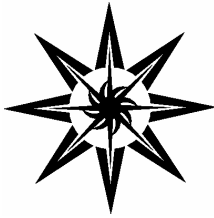
July 11, 2016 - Scenario 2

Preliminary / Subject to Change

Present Value Benefit **\$11,689,423**
Internal Rate of Return **11.0%**
Upfront costs (\$3,200,000) reflected in IRR Cash Flows

Calendar Year	Present Value Factor (3%)	KCPL Lease Payments (Original Cost)	Cost of System	Cost of System	Total Cost	LED Upgrade	Cost of System	Savings / (Cost)	Present Value	Present Value Cumulative	IRR Cash Flows
			(Exclude Financing) (New Cost)	(Bond Financing) (New Cost)	of System (Total New Cost)	Savings (Cost Savings)	After Upgrades (Total New Cost)				
2016*	-	\$ 508,000	\$ 264,660	\$ 39,825	\$ 304,485	\$ -	\$ 304,485	0	\$ 203,515	\$ 203,515	(2,996,485)
2017	0.97	788,670	408,900	495,450	904,350	(62,621)	841,728	1	(53,058)	(51,513)	(53,058)
2018	0.94	816,273	421,167	496,950	918,117	(64,500)	853,617	2	(37,343)	(35,200)	(37,343)
2019	0.92	844,843	433,802	498,250	932,052	(66,435)	865,617	3	(20,774)	(19,011)	(20,774)
2020	0.89	874,413	446,816	498,225	945,041	(68,428)	876,613	4	(2,200)	(1,955)	(2,200)
2021	0.86	905,017	460,220	495,700	955,920	(70,481)	885,439	5	19,578	16,888	19,578
2022	0.84	936,693	474,027	496,675	970,702	(72,595)	898,106	6	38,586	32,315	38,586
2023	0.81	969,477	488,248	492,275	980,523	(74,773)	905,749	7	63,727	51,816	63,727
2024	0.79	1,003,408	502,895	-	502,895	(77,016)	425,879	8	577,530	455,907	577,530
2025	0.77	1,038,528	517,982	-	517,982	(79,327)	438,655	9	599,873	459,753	599,873
2026	0.74	1,074,876	533,521	-	533,521	(81,707)	451,815	10	623,062	463,616	623,062
2027	0.72	1,112,497	549,527	-	549,527	(84,158)	465,369	11	647,128	467,499	647,128
2028	0.70	1,151,434	566,013	-	566,013	(86,683)	479,330	12	672,104	471,400	672,104
2029	0.68	1,191,735	582,993	-	582,993	(89,283)	493,710	13	698,024	475,321	698,024
2030	0.66	1,233,445	600,483	-	600,483	(91,962)	508,521	14	724,924	479,260	724,924
2031	0.64	1,276,616	618,497	-	618,497	(94,721)	523,777	15	752,839	483,219	752,839
2032	0.62	1,321,297	637,052	-	637,052	(97,562)	539,490	16	781,807	487,196	781,807
2033	0.61	1,367,543	656,164	-	656,164	(100,489)	555,675	17	811,868	491,193	811,868
2034	0.59	1,415,407	675,849	-	675,849	(103,504)	572,345	18	843,062	495,210	843,062
2035	0.57	1,464,946	696,124	-	696,124	(106,609)	589,516	19	875,430	499,246	875,430
2036	0.55	1,516,219	717,008	-	717,008	(109,807)	607,201	20	909,018	503,301	909,018
2037	0.54	1,569,287	738,518	-	738,518	(113,101)	625,417	21	943,870	507,376	943,870
2038	0.52	1,624,212	760,674	-	760,674	(116,494)	644,180	22	980,032	511,471	980,032
2039	0.51	1,681,059	783,494	-	783,494	(119,989)	663,505	23	1,017,554	515,586	1,017,554
2040	0.49	1,739,896	806,999	-	806,999	(123,589)	683,410	24	1,056,486	519,721	1,056,486
2041	0.48	1,800,793	831,209	-	831,209	(127,296)	703,912	25	1,096,880	523,876	1,096,880
2042	0.46	1,863,820	856,145	-	856,145	(131,115)	725,030	26	1,138,791	528,051	1,138,791
2043	0.45	1,929,054	881,830	-	881,830	(135,049)	746,781	27	1,182,273	532,247	1,182,273
2044	0.44	1,996,571	908,284	-	908,284	(139,100)	769,184	28	1,227,387	536,462	1,227,387
2045	0.42	2,066,451	935,533	-	935,533	(143,273)	792,260	29	1,274,191	540,698	1,274,191
2046	0.41	2,138,777	963,599	-	963,599	(147,571)	816,027	30	1,322,749	544,955	1,322,749
		41,221,257	19,718,233	3,513,350	23,231,583	(2,979,240)	20,252,343		20,968,914	11,689,423	

*2016 cost data is pro-rated for the year assuming a September 1 purchase date



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: July 18, 2016

Council Meeting Date: August 1, 2016

CONSIDER AGREEMENT WITH KCPL FOR THE PURCHASE STREETLIGHT SYSTEM.

RECOMMENDATION

Execute the agreement with KCPL for the purchase of the streetlight system for \$2,282,945.00.

BACKGROUND

Currently the street light system consists of 2,062 lights and is owned and maintained by KCPL and the City pays \$762,000 per year to KCPL for the streetlights. In recent years many cities in Johnson County including Overland Park, Leawood, Lenexa, Fairway, Mission, and Mission Hills have made the decision to purchase the streetlight systems from KCPL. These cities have used the funds budgeted for the lease to pay for the maintenance of the streetlights, the electricity, and to fund repairs and replacements of the system and have shown this to be much more cost effective as compared to continuing the lease.

Prairie Village current yearly cost of leased system- \$762,000

KCPL Proposed Purchase Price- \$2,282,945.00

The KCPL purchase price is based on the number of specific assets in our system and the cost for each item is based on a County wide rate and not based on specific condition or age. This is the same process applied to other cities that have recently purchased streetlights.

It is proposed to sell bonds to purchase the system and to pay them off in 7 years. Attached is a cash flow analysis completed by Columbia Capital which yielded almost a 15% Rate of Return based on the assumptions included with the analysis. The analysis clearly shows the cost advantage of purchasing the system.

See two related items on the agenda.

FUNDING SOURCES

Funds to pay for repayment of bonds and other associated costs will come from the funds budgeted for the KCPL Lease in the City's operations budget.

ATTACHMENTS

KCPL Streetlight Sale Agreement

PREPARED BY

Keith Bredehoeft, Public Works Director

July 12, 2016

STREETLIGHT SALE AGREEMENT

This Streetlight Sale Agreement (“Agreement”) is made this ____ day of August, 2016 by and between Kansas City Power & Light Company (“Company”), a Missouri Corporation and the City of Prairie Village, Kansas (“City”), a municipal corporation of the State of Kansas (jointly referred to as “Parties”).

WHEREAS, the City has expressed an interest in purchasing the Company’s streetlight facilities within the corporate limits of the City; and

WHEREAS, the Company has expressed an interest in selling the streetlight facilities to the City; and

WHEREAS, the Parties desire to enter into this Streetlight Sale Agreement to set forth the terms and conditions relative to the City’s purchase of the Company’s streetlight facilities.

NOW, THEREFORE, the Parties hereto agree as follows:

1. DEFINITIONS

For the purpose of this Agreement, the following words and phrases shall have the meaning given in this Section 1. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” or “will” are mandatory and “may” is permissive. Words not defined in Section 1 shall be given their common and ordinary meaning.

1.1 “City” means the City of Prairie Village, a municipal corporation of the State of Kansas, and all of the territory within its boundaries as of the effective date of this Agreement.

1.2 “Company” means the Kansas City Power & Light Company, a Missouri corporation, but does not mean its parent company, or any of its affiliates and subsidiaries, or any other entity in which it has an ownership interest.

1.3 “Uncontrollable Forces” means severe weather, storms, acts of God, fire, civil or military authority, strikes or other labor disturbances, orders of courts or regulatory agencies, and other causes reasonably beyond the control of the party claiming to have been precluded from or delayed in performance under the Agreement.

1.4 “Agreement” means this written Streetlight Sale Agreement.

1.5 “Existing Streetlight System” means the luminaires, brackets, standards, and related mounting hardware and the conductor leading to the point of connection to the Company’s secondary distribution system. This point of connection is the streetlight wire connection to Company secondary wire on wooden utility pole-mounted lights, and/or the secondary wire connection for the first controller or first streetlight base for each individual and/or group of underground street lights. Beyond the point of connection, the City would own and be responsible for all maintenance of the lights and facilities. For purposes of this Agreement, the poles listed in **Exhibit A** to this Agreement, which is attached hereto and incorporated herein by reference, are specifically excluded from the Existing Streetlight System.

1.6 “Make-Ready Work” means all materials and labor required to be provided by the City prior to the Company installing energy meters and energizing circuits.

2. REGULATORY APPROVAL

The Company shall seek and pay for all regulatory approvals necessary for the full implementation of this Agreement. The City shall support such action by the Company. Neither the City nor the Company shall initiate any action before any regulatory or judicial body that is inconsistent with any provision of this Agreement.

3. PURCHASE OF COMPANY’S EXISTING STREETLIGHT SYSTEM

3.1 The Company represents and warrants that it has authority to transfer all existing interests in the Existing Streetlight System. The Company agrees to sell to the City, and the City agrees to purchase from the Company, the Company’s Existing Streetlight System within the City, consisting of 2,062 lights, as further described in **Exhibit A** to this Agreement, for the sum of Two Million Two Hundred Ninety Two Thousand Nine Hundred Forty Five dollars (\$2,292,945). Whereas, the City has entered into a preliminary agreement and provided an initial deposit of Ten Thousand dollars (\$10,000), this amount as per the preliminary agreement will be credited toward the purchase of the Existing Streetlight System. This brings the final amount due to Two Million Two Hundred Eighty Two Thousand Nine Hundred Forty Five dollars (\$2,282,945). The ownership of such Existing Streetlight System shall be transferred to the City upon the occurrence of all of the following events: (A) obtaining any and all necessary regulatory approvals; (B) obtaining the approval of the City council; (C) receipt of payment by Company from the City of the purchase price of the Existing Streetlight System; and (D) the transfer of relevant easements required under Section 6 of this Agreement.

3.2 Existing primary distribution poles, secondary distribution poles, electrical conduit and/or conductor on the Company side of the point of connection shall not be conveyed or sold to the City.

3.3 The City agrees to utilize ‘qualified’ overhead distribution line contractor approved by the Company for working on Company property for installation, removal, and maintenance of streetlight facilities that remain attached to Company retained poles (Exhibit A).

3.4 The Company has and maintains the right to place and maintain equipment on City-owned streetlight poles.

4. METERING, INVENTORY, AND ENERGY USE

4.1 The Parties agree that City-owned facilities should be metered for billing accuracy. The City agrees to install meters on any and all unmetered streetlights when such streetlights are replaced by the City after execution of this Agreement. It is understood that it shall be within the City’s sole discretion to determine when a streetlight purchased under this Agreement needs to be replaced and the Company shall have no cause of action against the City for failure to replace a streetlight.

4.2 The Company may request a streetlight inventory verification to be performed once every two years, to be paid for by the City, for the purposes of verifying the status of the Existing Streetlight System. The party performing the verification shall be mutually agreed upon by the Company and the City. The scope of the streetlight inventory verification shall include visual inspection to verify the following attributes: streetlight quantities, attachments to the Company’s poles, potential clearance issues, lamp wattage, and fixture type (HPS, MV, etc.)

4.3 City-owned streetlights will be billed in accordance with the Company’s Tariff Schedule 70, Off-Peak Lighting Service (“Schedule 70”). For all metered streetlights purchased under this Agreement, the City shall be billed based on actual energy use. For all unmetered streetlights, the City shall be billed on estimated energy usage calculated in accordance with Schedule 70. The Company agrees that no monthly service facilities charge as described under the Rate section of Schedule 70 will apply to the facilities sold under this Agreement.

4.4 At any time the City makes any changes to the System that may affect energy consumption, it will provide the Company a report detailing such changes. The Company will adjust its billing as appropriate. Failure to notify the Company promptly in accordance with this Section 4.4 may result in estimated charges to the City for unbilled energy usage.

5. INDEMNIFICATION

5.1 The Company shall indemnify, defend and hold harmless the City from and against all damages, expenses (including, but not limited to reasonable

attorney fees), obligations, costs, liabilities, losses, claims, actions or causes of actions whatsoever sustained by the City arising from or related to the Existing Streetlight System prior to the sale to the City to the extent that such damages, expenses, obligations, costs, liabilities, losses, claims, actions or causes of action are caused by the negligence of the Company, its employees or its agents.

5.2 To the extent permitted by Kansas law, specifically including the Kansas Cash Basis Law (Cash Basis Law - K.S.A. 10-1101 et seq.) and the Kansas Budget Law (Budget Law - K.S.A. 79-2925 et seq.), and subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), The City shall indemnify, defend and hold harmless the Company from and against all damages, expenses (including, but not limited to reasonable attorney fees), obligations, costs, liabilities, losses, claims, actions or causes of actions whatsoever sustained by the Company arising from or related to the Existing Streetlight System after the sale to the City to the extent that such damages, expenses, obligations, costs, liabilities, losses, claims, actions or causes of action are caused by negligence of the City, its employees or its agents.

6. EASEMENTS

6.1 The Company shall transfer through assignment, quitclaim or other device or instrument, as appropriate, to the City, at no cost to the City, easements and rights-of-way used solely for the Existing Streetlight System to be sold hereunder upon the transfer of the Existing Streetlight System to the City. The City shall pay the cost of recording all such related documents.

6.2 The Company shall grant to the City the right to jointly use easements and rights-of-way utilized for both the Existing Streetlight System and the Company's electric facilities, provided however that City shall be responsible for obtaining any and all rights, and any costs thereby incurred, so required with respect to the owner(s) of the fee interest of any such burdened real property.

7. TAXES

The City agrees to waive all taxes by the City on the transactions contemplated in this Agreement. This waiver includes but is not limited to sales, use, and franchise taxes or fees. In the event such taxes or fees are not waived for any reason, the City agrees to reimburse the Company for any such taxes or fees paid. The City agrees to provide to the Company, prior to the commencement of maintenance, an applicable sales/use tax exemption certificate and/or any other documentation necessary to establish the exemption from state and local sales or use taxes.

8. PERMITS AND FEES

Excavation permit fees and street closure fees set forth of the City’s ordinances shall not be assessed against the Company for purposes of this Agreement. However, the Company shall still be required to obtain all relevant permits.

9. NON-WAIVERS

Neither the City nor the Company shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions.

10. NOTICES

Unless otherwise specified herein, all notices from the Company to the City and from the City to the Company pursuant to or concerning this Agreement shall be in writing and shall be delivered as follows:

To Company: Kansas City Power & Light Company
 4400 E Front Street
 Kansas City, Missouri 64120
 Attn: Craig Parmeley
 Manager Standards Engineering

To City: City of Prairie Village, KS
 7700 Mission Road
 Prairie Village, Kansas 66208
 Attn: Keith Bredehoeft
 Public Works Director

12. WARRANTY

ALL EQUIPMENT, PARTS AND MATERIAL SOLD UNDER THIS AGREEMENT ARE SOLD “AS IS” AND “WITH ALL FAULTS.” NO WARRANTIES OF ANY TYPE WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE PROVIDED BY THE COMPANY.

13. APPLICABLE LAW

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. The parties further agree that if for any reason, any provision hereof is unenforceable, the remainder of this Agreement shall nonetheless remain binding and in effect.

14. NO PRIOR AGREEMENTS

This Agreement constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.

15. AUTHORITY TO BIND

The Parties represent and acknowledge that this Agreement is given and executed voluntarily and that the person executing this Agreement below is doing so on their behalf with authority to bind the Party.

16. AGREEMENT CONTINGENT

This Agreement is contingent upon Charter Ordinance #28 being effective, which shall occur after publication once a week for two consecutive weeks in the official City newspaper, and sixty-one (61) days after final publication, unless a petition signed by a number of electors of the City equal to not less than ten percent (10%) of the number of electors who voted at the last preceding regular City election shall be filed in the office of the City Clerk demanding that this Charter Ordinance be submitted to a vote of the electors, in which event this Charter Ordinance shall take effect when approved by a majority of the electors voting at an election held for such purpose.

KANSAS CITY POWER & LIGHT COMPANY

By: _____

Name: Kevin Noblet

Title: Vice President – Delivery

Approved as to Legal Form	
PJV	8/05/16
KCPL Law Dept.	

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____

Name: _____

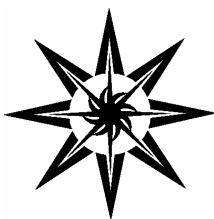
Title: _____

Pole ID	Address	
PR0077	6449	NALL
PR0083	6533	NALL
PR0084	6519	NALL
PR0085	6633	NALL
PR0086	5328	W 67TH ST
PR0089	5015	W 67 ST
PR0099	4501	W 63 ST
PR0100	4417	W 63 ST
PR0101	4317	W 63 ST
PR0102	4115	W 63 ST
PR0103	4031	W 63 ST
PR0104	3945	W 63 ST
PR0105	3915	W 63 ST
PR0106	6310	MISSION RD
PR0107	6320	MISSION RD
PR0108	6330	MISSION RD
PR0109	6400	MISSION RD
PR0110	6410	MISSION RD
PR0111	6420	MISSION RD
PR0112	6430	MISSION RD
PR0113	6500	MISSION RD
PR0128	6510	MISSION RD
PR0129	6520	MISSION RD
PR0131	6530	MISSION ROAD
PR0132	6540	MISSION RD
PR0133	6550	MISSION RD
PR0134	6560	MISSION RD
PR0142	4406	HOMESTEAD DR
PR0168	4604	W 67 ST
PR0169	4510	W 67 ST
PR0170	4500	W 67 ST
PR0171	4310	W 67 ST
PR0172	4320	W 67 ST
PR0174	4004A	W 66 ST
PR0176	4001A	W 66 ST
PR0185	4118	W 67 ST
PR0203	6825	MISSION RD
PR0205	6805	MISSION RD
PR0206	6801	MISSION RD
PR0207	6725	MISSION RD
PR0208	6715	MISSION RD
PR0209	6705	MISSION RD
PR0210	6701	MISSION RD
PR0211	6835	MISSION RD
PR0212		
PR0273	7020	NALL
PR0274	7000	NALL
PR0275	6920	NALL
PR0276	6900	NALL
PR0280	5300	W 69 TERR
PR0283	5015	W 69 TERR
PR0302	4122	PRAIRIE LN
PR0317	5017	W 70 ST
PR0326	5015	W 70 TERR
PR0340	4010	W 71 ST
PR0341	7031	MISSION RD
PR0381	7548	COLONIAL
PR0437	6820	NALL
PR0462	7435	NALL
PR0463	7409	NALL
PR0464	7335	NALL
PR0465	7309	NALL
PR0466	7231	NALL
PR0467	7205	NALL
PR0468	7135	NALL
PR0486	4819	71 TERR
PR0522	7402	BIRCH
PR0545	4706	W 75 ST
PR0546	4816	W 75 ST
PR0547	4840	W 75 ST
PR0548	5010	W 75 ST
PR0549	5110	W 75 ST
PR0551	5200	W 75 ST
PR0552	5224	W 75 ST
PR0553	5230	W 75 ST
PR0554	5320	W 75 ST
PR0586	7505	NALL
PR0587	7515	NALL
PR0592	5400	W 79 ST
PR0593	5300	W 79 ST

Pole ID	Address	
PR0594	5210	W 79 ST
PR0595	5000	W 79 ST
PR0596	4908	W 79 ST
PR0597	4804	W 79 ST
PR0598	4708	W 79 ST
PR0604	4938	W 78 TERR
PR0616	4909	W 77 ST
PR0669	4000	W 79 ST
PR0670	4100	W 79 ST
PR0671	4200	W 79 ST
PR0672	4230	W 79 ST
PR0673	4300	W 79 ST
PR0674	4400	W 79 ST
PR0675	4420	W 79 ST
PR0677	4600	W 79 ST
PR0678	4610	W 79 ST
PR0679	7830	DELMAR
PR0681	7810	DELMAR
PR0682	7801	DELMAR
PR0684	7715	DELMAR
PR0685	7707	DELMAR
PR0690	7525	FONTANA
PR0691	7609	FONTANA
PR0703	4417	W 78 ST
PR0704	7809	FONTANA
PR0705	4510	W 78 TERR
PR0707	7759	FONTANA
PR0719	3920	W 75 ST
PR0720	4016	W 75 ST
PR0721	4116	W 75 ST
PR0722	4204	W 75 ST
PR0723	4310	W 75 ST
PR0724	4400	W 75 ST
PR0725	4420	W 75 ST
PR0726	4524	W 75 ST
PR0727	4610	W 75 ST
PR0739	4319	W 71 TERR
PR0838	7101	MISSION RD
PR0839	7109	MISSION RD
PR0842	7135	MISSION RD
PR0843	7145	MISSION
PR0844	7145	MISSION RD
PR0846	7215	MISSION RD
PR0847	7241	MISSION RD
PR0848	7301	MISSION RD
PR0849	7315	MISSION RD
PR0850	7325	MISSION RD
PR0851	7335	MISSION RD
PR0852	7345	MISSION RD
PR0853	7401	MISSION RD
PR0854	7405	MISSION RD
PR0855	7415	MISSION RD
PR0856	7498	MISSION RD
PR0857	3840	W 75 ST
PR0858	3708	W 75 ST
PR0859	3606	W 75 ST
PR0860	3520	W 75 ST
PR0861	3408	W 75 ST
PR0862		
PR0863	3222	W 75 ST
PR0864	3112	W 75 ST
PR0865	3008	W 75 ST
PR0866	2916	W 75 ST
PR0868	2804	W 75 ST
PR0913	3411	W 73 TERR
PR0918	3408	W 74 ST
PR0922	3310	W 74 TERR
PR0938	2510	W 71 ST
PR0946	2200	W 71 ST
PR0951	2201	W 71 TERR
PR0956	2703	W 71 TERR
PR0965	2907	W 72 TERR
PR1010	2101	W 74 TERR
PR1012	2200	W 74 ST
PR1017	2201	W 73 TERR
PR1020	2200	W 73 ST
PR1025	7210	EATON
PR1028	2201	W 72 ST
PR1031	1910	W 75 ST
PR1032	2010	W 75 ST

Pole ID	Address	
PR1033	2106	W 75 ST
PR1034	2200	W 75 ST
PR1035	2310	W 75 ST
PR1036	2400	W 75 ST
PR1037	2410	W 75 ST
PR1040	2501	W 75 ST
PR1057	2001	W 76 ST
PR1063	2201	W 76 ST
PR1069	7537	BOOTH
PR1074	7652	HIGH DR
PR1079	2624	W 75 PL
PR1083	7517	BOOTH
PR1087	2615	W 75 TERR
PR1092	7653	RAINBOW
PR1102	2701	W 76 ST
PR1107	2701	W 77 ST
PR1118	2409	W 78 ST
PR1122	2701	W 78 ST
PR1134	7901	BOOTH
PR1136	7750	CAMBRIDGE
PR1137	7715	BOOTH
PR1140	7601	BOOTH
PR1141	7551	BOOTH
PR1142	2805	W 77 ST
PR1145	2905	W 77 ST
PR1164	3005	W 77 ST
PR1167	3149	W 77 ST
PR1171	3209	W 77 ST
PR1179	7647	WINDSOR
PR1186	7610	FALMOUTH
PR1188	7646	FALMOUTH
PR1200	3500	W 77 ST
PR1210	7641	PAWNEE
PR1215	3704	W 77 ST
PR1223	7505	MISSION RD
PR1224	7519	MISSION RD
PR1225	7529	MISSION RD
PR1226	7539	MISSION RD
PR1227	7621	MISSION RD
PR1228	7629	MISSION RD
PR1230	7715	MISSION RD
PR1231	7727	MISSION RD
PR1232	7737	MISSION RD
PR1233	7825	MISSION RD
PR1234	7835	MISSION RD
PR1235	3812	W 79 ST
PR1236	3800	W 79 ST
PR1237	3712	W 79 ST
PR1238	3810	W 77 ST
PR1239	3800	W 77 ST
PR1244	2619	W 79 ST
PR1246	2717	W 79 ST
PR1254	7920	BELINDER
PR1259	2206	SOMERSET
PR1260	7918	CAMBRIDGE
PR1261	7909	CAMBRIDGE
PR1262	2010	SOMERSET
PR1263	2805	W 79 ST
PR1264	2825	W 79 ST
PR1272	2911	W 79 ST
PR1273	3103	W 79 ST
PR1274	3117	W 79 ST
PR1275	7901	CANTERBURY
PR1284	7901	FALMOUTH
PR1285	3405	W 79 ST
PR1286	3505	W 79 ST
PR1300	7911	REINHARDT
PR1304	3559	W 79 ST
PR1305	3613	W 79 ST
PR1306	7915	MISSION RD
PR1308	8165	MISSION RD
PR1313	8205	MISSION RD
PR1314	8215	MISSION RD
PR1315	8305	MISSION RD
PR1316	3800	W 83 ST
PR1317	3710	W 83 ST
PR1340	8000	MISSION RD
PR1341	8110	MISSION RD
PR1382	4404	W 83 ST
PR1383	4508	W 83 ST

Pole ID	Address	
PR1384	4710	W 83 ST
PR1385	4800	W 83 ST
PR1386	4808	W 83 ST
PR1387	4904	W 83 ST
PR1388	4908	W 83 ST
PR1389	5010	W 83 ST
PR1390	5100	W 83 ST
PR1391	5200	W 93 ST
PR1392	5300	W 83 ST
PR1393	5400	W 83 ST
PR1394	5440	W 83 ST
PR1401	5301	W 81 ST
PR1402	5215	W 81 ST
PR1403	5115	W 81 ST
PR1407	5311	W 80 TERR
PR1416	7909	ROSEWOOD
PR1419	4801	W 79 ST
PR1487	5601	W 79 ST
PR1488	5615	W 79 ST
PR1489	5809	W 79 ST
PR1490	5901	W 79 ST
PR1491	6001	W 79 ST
PR1492	6105	W 79 ST
PR1493	6205	W 79 ST
PR1500	8224	TOMAHAWK
PR1502	8221	DEARBORN
PR1503	8257	OUTLOOK
PR1504	5610	W 83 ST
PR1505	8250	W 83 ST
PR1506		
PR1507	8118	NALL
PR1508	8108	NALL
PR1509	8100	NALL
PR1538	7910	BEVERLY
PR1567	5320	W 87 ST
PR1602	8431	CEDAR ST
PR1605	8432	LINDEN
PR1608	4710	W 83 TERR
PR1628	3950	W 87 ST
PR1668	4012	W 95 ST
PR1669	4020	W 95 ST
PR1670	4110	W 95 ST
PR1671	4120	W 95 ST
PR1672	4210	W 95 ST
PR1673	4300	W 95 ST
PR1674	4310	W 95 ST
PR1675	4406	W 95 ST
PR1676	4506	W 95 ST
PR1677	4800	W 95 ST
PR1678	4810	W 95 ST
PR1679	4910	W 95 ST
PR1680	4920	W 95 ST
PR1687	9015	NALL
PR1688	9005	NALL
PR1689	9001	NALL
PR1690	8949	NALL
PR1691	8939	NALL
PR1692	8931	NALL
PR1693	8900	NALL
PR1694	8825	NALL
PR1695	8815	NALL
PR1696	8753	NALL
PR1697	8733	NALL
PR1884	8135	MISSION RD
PR2060	7113	NALL
PR2061	7030	NALL
PR2171	3500	W 83
PR2172	3508	W 83
PR2173	3510	W 83
PR2176	3706	W 83
PR2177	3802	W 83
PR2178	3810	W 83
PR2241	7199	STATE LINE
PR2253	7731	STATE LINE
PR2255	7899	STATE LINE
PR2281	4508	W 77 ST
PR2315	4160	W 71ST ST
PR2316	4110	W 71ST ST
PR6002	3806	W 71 ST



COU2016-48: Consider approval of the Residential Solid Waste and Recycling Services Agreement with Republic Services for collection operations beginning January 1, 2017.

RECOMMENDATION

Staff recommends approval of the Solid Waste and Recycling Services Agreement with Republic Services for collection operations beginning January 1, 2017.

SUGGESTED MOTION

I move that Council approve the Solid Waste and Recycling Services Agreement with Republic Services for collection operations beginning January 1, 2017, for a term of 5 or 10 years [specify length of agreement].

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

The Assistant City Attorney, Shannon Marcano, and Staff have worked with Republic Services to finalize the attached Solid Waste and Recycling Services Agreement. However, the Governing Body will need to determine whether the agreement will be for 5-years or 10-years based on the following rate structure:

5 Year Proposed Rate

- \$17.42 per month for first two years + \$29,000 for Large Item Pickup. [bid was lowered from \$17.44 since last Council meeting].
- Remaining Years - *Water, Sewer, & Trash section* of the Consumer Price Index (capped at 3.5%).

10 Year Proposed Rate (Net savings = \$97,275.48 per year)

- \$16.45 per month for first two years + \$29,000 for Large Item Pickup.
- Remaining Years - *Water, Sewer, & Trash section* of the Consumer Price Index capped at 3.25%.

**Note of Reference - the previous agreement with Deffenbaugh for future rate increases used the Refuse Rate Index capped at 5%.*

SCOPE OF SERVICES - KEY POINTS

The following items highlight key issues regarding collection services:

- Solid Waste, Recycling, and Yard Waste (only change was slight increase to 12 containers per month all year)
- 1 bulky item per month (no larger than 2' X 2' and less than 45 pounds)
- Large item pick up on an annual basis
- Collection of City solid waste/recycling at PW, PD, and Harmon Park
- Increase Fine Amounts from \$30.00 to \$100>\$250>\$500 for excessive missed collections and customer service standards within a 12 month period
- An entire route missed could result in a \$1,000 fine
- Customer service standards specified that included correcting missed collections, answering/returning phone calls promptly, supervisory contact to handle complaints, and written reporting requirements
- Favored Nations Clause
- Overflow stickers for extra bags of trash remaining at \$1.25
- Republic will allocate approximately \$12,500 per year for community events.
- Special collection for residents with hardships
- Carts would not be left on sidewalks
- Carts would be collected regardless of "cars parking too close" or other obstructions
- 100% recycling rebate paid to City
- Maintaining the current weekly collection schedule

Attachments:

- Solid Waste and Recycling Services Agreement

PREPARED BY

Wes Jordan
Assistant City Administrator
Date: August 31, 2016

**RESIDENTIAL SOLID WASTE
&
RECYCLING SERVICES AGREEMENT**

BETWEEN

**ALLIED SERVICES, LLC
D/B/A ALLIED WASTE SERVICES OF KANSAS CITY
// REPUBLIC SERVICES OF KANSAS CITY**

~ AND ~

THE CITY OF PRAIRIE VILLAGE

DATED THE _____ DAY OF _____, 2016

PREAMBLE	1
ARTICLE I DEFINITIONS.....	1
Section 1.1 Definitions.....	1
Section 1.2 Rules of Construction	3
ARTICLE II SCOPE OF SERVICES	4
Section 2.1 Residential Services	4
Section 2.2 Collection From Municipal Sites	4
Section 2.3 Annual Bulk Item Collection	4
Section 2.4 Revenue Collection.....	5
Section 2.5 Excluded Services.....	5
Section 2.6 Modification of Required Services	5
ARTICLE III TERM OF AGREEMENT.....	5
Section 3.1 Term of Agreement.....	5
ARTICLE IV SOLID WASTE COLLECTION AND DISPOSAL	6
Section 4.1 Municipal Waste	6
Section 4.2 Recyclable Materials.....	7
Section 4.3 Landscape Waste	8
Section 4.4 Annual Bulk Item Collection	10
Section 4.5 Private Services.....	11
Section 4.6 Vacant Properties	11
Section 4.7 Disposal.....	11
Section 4.8 Solid Waste Collection Data.....	12
Section 4.9 Title to Residential Materials and Bulk Items	13
Section 5.0 Missed Routes.....	13
ARTICLE V COMPENSATION	13
Section 5.1 Services.....	13
Section 5.2 Private Services.....	14
ARTICLE VI SPECIAL PROVISIONS REGARDING RECYCLABLE MATERIALS.....	14
Section 6.1 Disposition of Recyclable Materials.....	14
Section 6.2 Recyclable Materials Collection Data	14
Section 6.3 Definition	14
Section 6.4 Cooperation.....	14
ARTICLE VII CUSTOMER SERVICE STANDARDS	15
Section 7.1 Roll Out; Container Options; Annual Brochures.....	15
Section 7.2 Office and Telephone.....	15
Section 7.3 Minimum Customer Service Standards	15
Section 7.4 Liaison.....	16
Section 7.5 Customer Service Survey.....	16

Section 7.6	Community Events.....	16
ARTICLE VIII	BREACH; EVENTS OF DEFAULT AND REMEDIES.....	17
Section 8.1	Breach by Contractor.....	17
Section 8.2	Breach by City.....	17
Section 8.3	Events of Default and Remedies of City.....	17
Section 8.4	Events of Default and Remedies of Contractor.....	17
Section 8.5	Force Majeure.....	17
ARTICLE IX	INSURANCE AND INDEMNIFICATION.....	19
Section 9.1	Insurance.....	19
Section 9.2	Indemnification.....	20
ARTICLE X	MISCELLANEOUS.....	20
Section 10.1	Non-Assignability.....	20
Section 10.2	Equal Employment Opportunity.....	21
Section 10.3	Performance Bond.....	21
Section 10.4	Equipment to be Used by Contractor.....	22
Section 10.5	Compliance with Laws.....	22
Section 10.6	Care and Performance.....	23
Section 10.7	Taxes.....	24
Section 10.8	Americans With Disabilities Act.....	24
Section 10.9	Governing Law.....	25
Section 10.10	Personal Non-liability of Officials, Employees and Agents of the City.....	25
Section 10.11	Cash Basis and Budget Law.....	25
Section 10.12	Most Favored Nations.....	25
Section 10.13	Severability.....	25
Section 10.14	Entire Agreement.....	25
Section 10.15	Notices.....	26
Section 10.16	Publicity.....	26
Section 10.17	Incorporation of Exhibits.....	27

AGREEMENT

This SOLID WASTE & RECYCLING SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2016 by and between Allied Services, LLC d/b/a Allied Waste Services of Kansas City // Republic Services of Kansas City, (the “Contractor”) and the City of Prairie Village, Kansas (the “City”).

PREAMBLE

WHEREAS, the City, in order to protect the public health and welfare of its residents has deemed it necessary to collect, transport and dispose of Residential Materials (as defined below); and

WHEREAS, the City is authorized pursuant to the provisions of K.S.A. 65-3410 and its home rule authority to provide for the method or methods of collection, transportation and disposal of municipal waste located within its boundaries and to provide that the method chosen may be the exclusive method to be used within its boundaries; and

WHEREAS, the City desires to enter into this Agreement to provide municipal waste collection, transportation and disposal services for Residential Dwelling Units (as herein defined) located along the routes indicated on the attached Exhibit A and Municipal Collection Sites (as herein defined), and to set the rates and charges relating to such services; and

WHEREAS, the Contractor, pursuant to the terms of this Agreement and on behalf of the City, is willing to collect, transport and dispose of (or sell) Residential Materials at a facility or facilities selected in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained:

ARTICLE I DEFINITIONS

Section 1.1 Definitions

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

“**Breach**” means a breach of this Agreement by either the City or the Contractor, in a manner described in Sections 8.1 or 8.2 of this Agreement.

“**Bulk Items**” means non-vegetative household items too large or too heavy to be loaded in solid waste collection vehicles with safety and convenience with the equipment available therefor, including, but not limited to, appliances, furniture, large auto parts, or any similar item.

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

“**Contractor**” means Allied Services, LLC d/b/a Allied Waste Services of Kansas City // Republic Services of Kansas City, and its successors and assignees.

“**Curbside**” means the area in front of a Customer’s property that is located within ten (10) feet of the edge of the nearest adjacent roadway.

“**Customer**” means the occupant or occupants of a Residential Dwelling Unit to which the Contractor provides Services and/or Private Service pursuant to this Agreement.

“**Director**” means the Director of Solid Waste Management of the City.

“**Event of Default**” means a declaration of default by either the City or the Contractor, as described in greater detail in Sections 8.3 and 8.4 of this Agreement.

“**Hardship Customer**” means any Customer so designated by the City who is by reason of age or disability is physically unable to place refuse carts or containers at the curb and has no family member or other person living in the residence able to place the refuse carts or containers at the curb.

“**Hazardous Materials**” means materials such as tires, toxic materials, paint cans, car batteries, fireplace ashes, solvents, oils, or any other materials classed as hazardous material under federal or state laws or City ordinances.

“**Household Hazardous Waste**” means those small quantities of hazardous materials in the possession of homeowners and other householders and farmers including, but not limited to, household cleaners, flammable liquids, antifreeze, aerosols, corrosives, pesticides, herbicides, poisons, and latex paints. These wastes are consumer products that when discarded exhibit hazardous characteristics.

“**Houseline**” means the front exterior of a Residential Dwelling Unit at ground level and outside of enclosures or fences.

“**Landscape Waste**” means all accumulations of grass or shrubbery cuttings, leaves, tree limbs, aquatic weeds, and other material accumulated as the result of the care of lawns shrubbery, vines and trees.

“**Multi-Family**” means any multi-family structure or building that contains four or more dwelling units.

“**Municipal Collection Sites**” means those public areas owned or maintained by the City from which the Contractor is required to collect refuse and waste pursuant to Exhibit B to this Agreement.

“**Municipal Waste**” means garbage and refuse, discarded furniture, including beds, rugs, overstuffed furniture and other furniture, small appliances limited to counter-top-size appliances, bicycles, sleds, tools and comparable materials suitable for handling in packer type collection trucks and not exceeding the limitations as to weight, volume and size as prescribed by the Director resulting from the use of Residential Dwelling Units and Municipal Collection Sites,

provided, however, that “Municipal Waste” shall not include Recyclable Materials, Landscape Waste, Bulk Items, Hazardous Materials and Household Hazardous Waste.

“**Municipal Waste Cart**” means a 35-gallon, 65-gallon or 95-gallon wheeled cart with an attached lid, that is capable of being emptied by semi-automated or automated means, and that is used for the collection of Municipal Waste.

“**Private Service**” means the services described in Section 4.5 hereof and which are in addition to the services provided to Customers by Contractor pursuant to this Agreement.

“**Recyclable Materials**” means aluminum cans, tin, steel, and bi-metal cans or other items containing these metals, newspapers, magazines, and mixed papers (junk mail, chip board, white and colored paper, brown kraft paper bags), corrugated card, # 1 PTE plastic containers, and #2 HPDE plastic containers, #3-#5 plastic containers, aseptic beverage containers, six-pack rings, twelve-pack bands, and any other material or materials which have been identified as “Recyclable Materials” subsequent to the execution of the Agreement.

“**Recyclables Materials Cart**” means a 35-gallon, 65-gallon or 95-gallon wheeled cart with an attached lid, that is capable of being emptied by semi-automated or automated means, and that is used for the collection of Recyclable Materials.

“**Residential Dwelling Unit**” means single family dwellings, duplexes, townhomes and other residential dwellings that contain less than four dwelling units located within the City and which are not served by private solid waste hauling services.

“**Residential Materials**” means Municipal Waste, Recyclable Materials, Landscape Waste, and any other similar materials.

“**Residential Services**” has the meaning set forth in Section 2.1.

“**Services**” means the Residential Services, collection services for Municipal Collection Sites and annual Bulk Item collection services.

“**Unacceptable Waste**” means hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state or local laws, regulations or permits.

“**Waste Materials**” means Residential Materials and Bulk Items. Waste Materials do not include Unacceptable Waste.

Section 1.2 Rules of Construction

- a) Grammatical Usage and Construction. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

- b) Defined Terms. All capitalized words and phrases throughout this Agreement shall have the meanings set forth in Section 1.1 and the other provisions of this Agreement.
- c) Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.
- d) Calendar Days. Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

ARTICLE II SCOPE OF SERVICES

Section 2.1 Residential Services

The Contractor shall provide, on behalf of the City, complete service for collection from all Residential Dwelling Units, and transportation to and disposal (or sale) at the facility or facilities as described herein, of Residential Materials (collectively, the “Residential Services”). The Contractor shall be the sole and exclusive agent of the City to provide the Residential Services. The Contractor acknowledges that some areas of the City are served by private waste hauling services and are not included in the service areas covered by this Agreement unless the City agrees to include some or all of such areas in the future. Residential Services shall be provided in accordance with the provisions of Article IV of this Agreement.

The Residential Services shall be provided weekly in accordance with the collection schedule attached as Exhibit A to the Residential Dwelling Units located on the collection routes indicated on the attached Exhibit A. Contractor shall provide adequate equipment and personnel to comply with the collection schedule. The collection schedule and routes indicated on the attached Exhibit A shall apply during the term of this Agreement unless modified by mutual agreement of City and Contractor.

Section 2.2 Collection From Municipal Sites

The Contractor shall provide for the collection, transportation and disposal of all Municipal Waste and Recyclable Materials placed in carts at all Municipal Collection Sites, at dates and times mutually agreeable to the City and the Contractor, and in accordance with Article IV and Exhibit B of this Agreement.

Section 2.3 Annual Bulk Item Collection

The Contractor shall provide, on behalf of the City, an annual Bulk Item collection in accordance with the provisions of Article IV of this Agreement.

Section 2.4 Revenue Collection

The City shall be solely responsible for collection of service fees from Customers for all Residential Services provided under this Agreement. Contractor shall be solely responsible for collection of service fees from Customers for all Private Services authorized and provided by Contractor under this Agreement.

Section 2.5 Excluded Services

Notwithstanding any provision of the Agreement to the contrary, the following services are not included within this Agreement:

- a) Solid waste collection, transportation and disposal from all commercial, industrial, and institutional entities;
- b) Solid waste collection, transportation and disposal from all multi-family and townhome dwellings that contain more than three dwelling units;
- c) Roll-off services;
- d) Construction/demolition debris collection and disposal services; and
- e) Hazardous Materials and Household Hazardous Waste collection and disposal services.

Section 2.6 Modification of Required Services

The scope of the Residential Services required under this Agreement may be adjusted or expanded to accommodate changes in the definition of Residential Materials, upon mutual agreement of the parties. The City and the Contractor agree to negotiate an equitable adjustment to the Contractor's compensation under this Agreement required as a result of any adjustment or expansion of the scope of the Residential Services.

ARTICLE III TERM OF AGREEMENT

Section 3.1 Term of Agreement

The initial term of this Agreement shall commence on January 1, 2017 ("Commencement Date"), and end on December 31, 2021 [or 2027 dependent upon Council decision to approve a 5 or 10 year contract]. Upon the mutual written consent of both parties, this Agreement can be extended for one-year terms for up to five additional calendar years.

The Contractor shall commence the services to be provided hereunder on the Commencement Date.

The City reserves the right to extend this Agreement unilaterally for a period of up to 90 days, at the end of the initial term or any renewal term of this Agreement, for the purpose of implementing a new agreement for the provision of Residential Services.

ARTICLE IV SOLID WASTE COLLECTION AND DISPOSAL

Section 4.1 Municipal Waste

The Contractor shall collect, transport, and dispose of Municipal Waste in accordance with the following:

- a) Curbside Service. In accordance with the schedule attached hereto as Exhibit A, the Contractor shall collect weekly from each Customer Municipal Waste placed by the Customer for curbside collection.
- b) Houeline Service to Hardship Customers. In accordance with the schedule attached hereto as Exhibit A, the Contractor shall collect weekly from each Hardship Customer Municipal Waste placed at the Houeline of the Hardship Customer's property. Carts and containers of Hardship Customers shall be returned to the Houeline regardless of the point of placement of the container by the Hardship Customer.
- c) Form of Carts and containers. Except for items too large to fit into carts, all Municipal Waste to shall have been placed in a Municipal Waste Cart provided by the Contractor. Customers are allowed to set out one bulky item per month on the regular collection date during the first full week of the month. These items must be smaller, such as rugs, counter top appliances, or small furniture. The item must not be larger than 2' X 2' and weight less than 45 pounds.
- d) Time of Collection. All Municipal Waste shall be placed for collection by the hour of 7:00 a.m. and collected by Contractor at or after the hour of 7:00 a.m. on each designated day of collection, except as otherwise agreed between the City and the Contractor. No regular collection shall be made on Sunday, unless approved by the Director due to extreme weather conditions or other extenuating circumstances. Collections on streets defined in Section 13.03.020 of the Prairie Village Municipal Code as arterial streets shall be prohibited between the hours of 7:00 a.m. to 9:00 a.m. and between the hours of 4:00 p.m. to 6:00 p.m. on any week day. Contractor shall collect Municipal Waste on the same day as Recyclable Materials and Landscape Waste.
- e) Provision of Municipal Waste Carts by Contractor.
 - (i) The Contractor shall provide, at Customer's option, one free 35-gallon, 65-gallon or 95-gallon Municipal Waste Cart to each Customer, which Municipal Waste Carts shall be provided on or before January 1, 2017, for all Customers receiving services from the Contractor, and otherwise within 10 days after any new Customer registers with the Contractor. At least once

during each calendar year, Customers shall have the opportunity to exchange their current Municipal Waste Cart for a different sized Municipal Waste Cart at no charge to the City or the Customer. For any Customer that does not select a cart size within the first 10-day period, the Contractor shall provide a 65-gallon cart.

- (ii) All Municipal Waste Carts shall be of a quality acceptable to City and meeting or exceeding the quality of carts approved by the City immediately prior to the effective date of this Agreement.
 - (iii) All Municipal Waste Carts shall be of a design and color distinguishable from the design and color of Recyclable Materials Carts. The lids shall be of contrasting colors, indicating which cart is for refuse and which is for recyclables.
 - (iv) All Municipal Waste Carts shall remain the property of, and shall be maintained by, the Contractor throughout the term of this Agreement. Should a cart be damaged or otherwise need repair, the Contractor shall make the needed repairs within 48 hours, or replace the damaged cart. Contractor will collect and remove all Municipal Waste Carts within fourteen (14) days of the termination date of this Agreement.
- f) Transport and Disposal. All Municipal Waste collected shall be transported and disposed of in accordance with Section 4.7 of the Agreement.

Section 4.2 Recyclable Materials

The Contractor shall collect, transport, and manage Recyclable Materials in accordance with the following:

- a) Curbside Service. In accordance with the schedule attached hereto as Exhibit A, the Contractor shall collect weekly from each Customer all Recyclable Materials that are placed by the Customer for curbside collection.
- b) Houeline Service to Hardship Customers. In accordance with the schedule attached hereto as Exhibit A, the Contractor shall collect weekly from each Hardship Customer all Recyclable Materials placed at the Houeline of the Hardship Customer's property. Recyclable Materials Carts of Hardship Customers shall be returned to the Houeline regardless of the point of placement of the container by the Hardship Customer.
- c) Form and Amount of Carts and containers. All Recyclable Materials shall have been placed in Recyclable Materials Carts.
- d) Time of Collection. All Recyclable Materials shall be placed for collection by the hour of 7:00 a.m. and collected by Contractor at or after the hour of 7:00 a.m. on each designated day of collection, except as otherwise agreed between the City and the Contractor. No regular collection shall be made on Sunday, unless approved by

the Director due to extreme weather conditions or other extenuating circumstances. Collections on streets defined in Section 13.03.020 of the Prairie Village Municipal Code as arterial streets shall be prohibited between the hours of 7:00 a.m. to 9:00 a.m. and between the hours of 4:00 p.m. to 6:00 p.m. on any week day. Contractor shall collect Recyclable Materials on the same day as Municipal Waste and Landscape Waste.

- e) Provision of Recyclable Materials Carts by Contractor.
 - (i) The Contractor shall provide, at Customer's option, one free 35-gallon, 65-gallon or 95-gallon Recyclable Materials Cart to each Customer, which Carts shall be provided on or before January 1, 2017, and otherwise within 10 days after any new Customer registers with the Contractor. At least once during each calendar year, Customers shall have the opportunity to exchange its current Recyclable Materials Cart for a different sized Recyclable Materials Cart at no charge to the City or the Customer. For any Customer that does not select a cart size within the first 10-day period, the Contractor shall provide a 65-gallon cart.
 - (ii) All Recyclable Materials Carts shall be of a quality acceptable to City and meeting or exceeding the quality of carts approved by the City immediately prior to the effective date of this Agreement.
 - (iii) All Recyclable Materials Carts shall be of a design and color distinguishable from the design and color of Municipal Waste Carts. The lids shall be of contrasting colors, indicating which cart is for refuse and which is for recyclables.
 - (iv) All Recyclable Materials Carts shall remain the property of, and shall be maintained by, the Contractor throughout the term of this Agreement. Should a cart be damaged or otherwise need repair, the Contractor shall make the needed repairs within 48 hours, or replace the damaged cart. Contractor will collect and remove all Recyclable Materials Carts within fourteen (14) days of the termination date of this Agreement.
- f) Public Area Collection. The Contractor shall: (i) furnish carts for the deposit of Recyclable Materials at each Municipal Collection Site; and (ii) collect, transport, and dispose of such Recyclable Materials, at dates and times mutually agreeable to the City and the Contractor.
- g) Transport and Disposal. All Recyclable Materials collected pursuant to this Section 4.2 shall be transported and disposed of in accordance with Article VI of this Agreement.

Section 4.3 Landscape Waste

The Contractor shall collect, transport, and dispose of Landscape Waste in accordance with the following:

- a) Curbside Service. In accordance with the schedule attached hereto as Exhibit A, the Contractor shall collect weekly from each Customer all Landscape Waste that is placed by the Customer for curbside collection.
- b) Service to Hardship Customers. In accordance with the schedule attached hereto as Exhibit A, the Contractor shall collect weekly from each Hardship Customer all Landscape Waste placed at the Houeline of the Hardship Customer's property. Carts and containers of Hardship Customers shall be returned to the Houeline regardless of the point of placement of the container by the Hardship Customer.
- c) Time of Collection. All Landscape Waste shall be placed for collection by the hour of 7:00 a.m. and collected by Contractor at or after the hour of 7:00 a.m. on each designated day of collection, except as otherwise agreed between the City and the Contractor. No regular collection shall be made on Sunday, unless approved by the Director due to extreme weather conditions or other extenuating circumstances. Collections on streets defined in Section 13.03.020 of the Prairie Village Municipal Code as arterial streets shall be prohibited between the hours of 7:00 a.m. to 9:00 a.m. and between the hours of 4:00 p.m. to 6:00 p.m. on any week day. Contractor shall collect Landscape Waste on the same day as Recyclable Materials and Municipal Waste.
- d) Form and Amount of Landscape Waste. The Contractor shall have no obligation to collect any Landscape Waste unless such Landscape Waste is either:
 - (i) Placed in a biodegradable paper "kraft"-type bags of a capacity not to exceed 33 gallons;
 - (ii) Placed in metal or plastic cans not exceeding 33 gallon capacity with holes drilled in the bottom for drainage and with lids. These 33 gallon containers cannot weigh more than 40 pounds, and the material placed in the containers cannot exceed the dimensions of the container; or
 - (iii) If the Landscape Waste cannot reasonably be placed in bags or cans, securely tied with biodegradable string or twine, in bundles not to exceed four feet in length, 24 inches in diameter, or 50 pounds in weight.

Customers shall be limited to 12 containers per week of Landscape Waste they may place out for collection.

- e) Christmas Trees. In addition to the regular Landscape Waste collection times, the Contractor shall collect, transport, and dispose of any Christmas tree left curbside by any Customer between January 2 and January 25, at no cost to the City or Customer.
- f) Transport and Disposal. All Landscape Waste collected shall be transported and disposed of in accordance with Section 4.7 of this Agreement.

Section 4.4 Annual Bulk Item Collection

The Contractor shall provide, on behalf of the City, the following annual Bulk Item collection services.

- a) Annual Bulk Item Collection. Once per calendar year during the month of April (or such other month as mutually agreed by Contractor and City) and on a specific date or date to be mutually determined by the Contractor and the City (it is intended that Bulk Item collection be accomplished on a Saturday), the Contractor shall provide for the curbside collection from each Customer, and disposal, of Bulk Items (including, without limitation, white goods) that are not ordinarily collected as part of the Residential Services.
- b) Excluded Materials. Materials NOT to be collected as part of the annual Bulk Item collection shall include:
 - (i) Items weighing more than 150 pounds but not larger in size than a residential refrigeration unit.
 - (ii) Items containing Freon, Hazardous Materials or Household Hazardous Materials.
 - (iii) Quantities of concrete, rubble and refuse from remodeling, construction or demolition of buildings or structures exceeding two (2) cubic yards of such materials.
 - (iv) Items larger in size than a residential refrigeration unit.
 - (v) Municipal Waste, Landscape Waste and Recyclable Materials.
- c) Notices. The Contractor, at its own expense, shall distribute notices with route schedule, collection information and regulations to each Customer from which Bulk Items are to be collected approximately two weeks before the collection day. Such notices will be prepared and furnished by the City prior to distribution by the Contractor. The Contractor will not enclose or provide any other additional information on the notice without prior approval of the Director.
- d) Time of Collection. Customers are required to place Bulk Items out for curbside collection by 7:00 a.m. on the designated day for collection. All Bulk Items shall be collected from each Customer by 5:00 p.m. on each designated day of collection, except as otherwise agreed between the City and the Contractor.
- e) Transport and Disposal. All Bulk Items Waste collected shall be transported and disposed of in accordance with Section 4.7 of this Agreement.

Section 4.5 Private Services

- a) In addition to the Residential Services and annual Bulk Item collection provided by the Contractor on behalf of the City under Sections 4.1 through 4.4 of this Agreement, the Contractor may also make available, to all Customers, Private Service for all types of solid waste not otherwise covered by this Agreement, including, but not limited to more frequent than annual Bulk Item collection.
- b) For private services provided by the Contractor, the Contractor agrees to keep available tractor loaders, trailers, and other necessary equipment. Upon the request of a Customer, the Contractor shall furnish an estimate for the cost of removal of any materials in connection with Private Services to be provided by the Contractor.
- c) The Contractor shall prepare, and submit to the City, a schedule of costs for all Private Services to be provided to Customers; provided, however, that: (i) the Contractor shall not charge more than the amount agreed upon between the City and the Contractor for the pickup of any Bulk Items (including, without limitation, white goods) that are collected as part of any Private Services; and (ii) any additional charge for the collection, transportation, and disposal of white goods containing Freon shall not be imposed in connection with any white goods collected during the annual spring clean-up program.
- d) Any white goods collected in connection with the provision of Private Services shall be recycled for the scrap metal content of the good, or otherwise recycled in such a manner as technology shall allow.

Section 4.6 Vacant Properties

The City agrees to cooperate in providing information in its possession related to property vacancies, or any other similar information, that will assist the Contractor in the performance of its obligations under this Agreement.

Section 4.7 Disposal

- a) Municipal Waste, Landscape Waste and Bulk Items. Collected Municipal Waste, Landscape Waste and Bulk Items shall be removed from the City at the close of each day of collection, and shall be handled and transported to the respective processing facilities, compost plants or disposal sites designated and approved by the appropriate governmental agency empowered to regulate such sites and in a manner consistent with all applicable federal, state and local laws and ordinances pertaining to the handling, transport and disposal of said items. The Director may at any time demand that the Contractor submit proof to the City that Municipal Waste and Landscape Waste are being delivered to their respective appropriate sites. No Landscape Waste may be landfilled unless otherwise authorized by applicable state law and approved in advance and in writing by the City.
- b) Recyclable Materials. The Contractor shall dispose of Recyclable Materials as provided in Article VI.

- c) Costs. The Contractor shall be solely responsible for and shall pay all costs associated with transport and disposal of Municipal Waste, Landscape Waste, Bulk Items and Recyclable Materials, including but not limited to landfill charges and tipping fees necessary to dispose of such items.

Section 4.8 Solid Waste Collection Data

- a) The Contractor shall provide to the City, on a quarterly basis, a report on the quantity of:
 - (i) Municipal Waste collected within the City;
 - (ii) Landscape Waste collected within the City; and
 - (iii) Recyclable Materials collected within the City.
 - (iv) Bulk Items collected within the City.
- b) The Contractor shall prepare a municipal container audit report at least twice a year or upon request from the City that contains:
 - (i) Location of each municipal container within the City;
 - (ii) Frequency of municipal container collection, including dates and times for each location;
 - (iii) Notification of carts that overflow on a regular basis;
 - (iv) Recommendations for alleviating the regular overflow of carts.
- c) The Contractor acknowledges and agrees that program data and other public information may be provided by the City to each Customer upon request, in accordance with the Kansas Open Records Act, K.S.A. 45-215 et seq.

Section 4.9 Title to Residential Materials and Bulk Items

The Contractor shall retain title to all Residential Materials and Bulk Items collected pursuant to this Agreement. Contractor may, in its sole discretion, reject any Unacceptable Waste. If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact the City, and the City shall take appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of. If any Unacceptable Waste is not discovered by Contractor before it is collected, Contractor shall transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of any Unacceptable Waste and to assist Contractor in collecting from the depositor or generator the costs incurred by Contractor in connection with the Unacceptable Waste. Subject to the City providing reasonable assistance to Contractor as set forth herein, Contractor shall release the City from any liability for any such costs except to the extent that such Unacceptable Waste is determined to be attributed to the City.

Section 5.0 Missed Routes

The Contractor shall notify the Solid Waste Director when a partial or entire route has or will be missed. When snow, ice, or construction, etc. prevents collection, the Contractor shall work in collaboration with the City for prompt collection of missed routes. The City would expect missed routes to be collected within 24 hours unless hazardous weather conditions still exists, etc. that would preclude collection. The Contractor shall be subject to a \$1,000.00 daily fine for missed routes that were not excused or discussed with the Solid Waste Director, or designee.

ARTICLE V COMPENSATION

Section 5.1 Services

- a) For providing the Services, the Contractor shall receive as compensation from the City the rates set forth in Exhibit C attached to this Agreement, as adjusted pursuant to Section 5.1(b) and (c) of this Agreement. One invoice per month will be submitted to the City as of the same date each month, beginning one month after the Commencement Date; and will be paid by the City directly to the Contractor not later than thirty (30) days after receipt.
- b) An initial adjustment of numbers of Residential Dwelling Units as set forth on Exhibit C may be required after the effective date of this Agreement and before submission of the first invoice. Homes associations and individuals exempt from City solid waste collection will be identified by address.
- c) The Director may make monthly adjustments of the amount of compensation to be paid to Contractor for vacant Residential Dwelling Units and for the addition of new Residential Dwelling Units serviced by this Agreement.

Section 5.2 Private Services.

For providing Private Services, the Contractor shall be compensated directly by Customers in accordance with Section 4.5(c).

**ARTICLE VI
SPECIAL PROVISIONS REGARDING RECYCLABLE MATERIALS**

Section 6.1 Disposition of Recyclable Materials

The Contractor shall sell all Recyclable Materials that are collected under this Agreement, and pay 100% of such proceeds to the City not less frequently than quarterly. If changes in the market for the sale of any particular Recyclable Material makes continued collection of such Recyclable Material not economically feasible, the Contractor shall consult with the City regarding the market changes of the affected Recyclable Material. The City may, in its discretion, agree to remove from the list of Recyclable Materials any economically infeasible item upon such market change. The Contractor, as agent for the City, shall ensure that all Recyclable Materials collected are properly processed and marketed. No collected Recyclable Materials shall be landfilled or incinerated, unless advance authorization to do so is given by the Governing Body of the City.

Section 6.2 Recyclable Materials Collection Data

The quarterly solid waste report required by Section 4.8 of this Agreement shall include the weight (in tons) of all Recyclable Materials collected from Customers under this Agreement. The report shall also contain an approximate count of the number of Customers from which Recyclable Materials have been collected, in order to determine participation and diversion rates.

Section 6.3 Definition

The definition of Recyclable Materials as set forth in Article I of this Agreement may be expanded upon mutual agreement of the parties and pending the availability of disposal or resale markets for the added materials.

Section 6.4 Cooperation

The Contractor agrees to meet periodically with representatives from the City to: (1) review the provision of residential recycling pursuant to this Agreement; and (2) discuss the implementation of alternative approaches, programs and partnerships to improve the quality, quantity, and efficiency of residential recycling and other sustainability initiatives within the City.

ARTICLE VII CUSTOMER SERVICE STANDARDS

Section 7.1 Roll Out; Container Options; Annual Brochures

Upon execution of this Agreement, the Contractor, at its expense, shall be required to develop, print and distribute to all Customers, a brochure, approved by the City, establishing routes, regular and holiday schedules, and explaining the refuse, recycling and landscape waste programs covered under this Agreement. The brochure will include a method for residents to change their carts at least annually. The brochure shall also include the schedule of charges for any Private Services approved by the City pursuant to Section 4.5(c). The brochure shall be updated and distributed at Contractor's expense on an annual basis during the term of this Agreement and any extensions and will be posted on the City website.

City may furnish additional Customer informational materials such as, schedules and routes, regulations and other printed notices, which Contractor agrees to distribute to Customers.

Section 7.2 Office and Telephone

The Contractor shall maintain an office and toll free telephone, for receipt of service calls or complaints, and shall be available for such calls on all business days from 8:00 a.m. to 5:00 p.m. The Contractor shall retain the services of at least one temporary customer service representative to handle the addition of Customers to the Contractor's service base during the first ninety days of the term of this Agreement. Additional customer service representatives shall be added as necessary to meet the minimum Customer service standards set forth in Section 7.3 of this Agreement.

Prior to the Commencement Date, the Contractor shall establish a dedicated electronic mail address for the submission of questions and complaints by Customers directly to the Contractor, which electronic mail address shall be posted conspicuously on the Contractor's general website.

Section 7.3 Minimum Customer Service Standards

- a) The Contractor will maintain a web-site and e-mail address for the timely communication of Customers with the Contractor. Additionally it will maintain an office with a toll-free telephone lines staffed by trained personnel between the hours of 8:00 AM and 5:00 PM Monday through Friday except holidays. There shall be a supervisor with authority to handle problems and complaints as they may arise. During non-business hours the telephone may be maintained by an answering machine or answering service. All calls will be returned within the first hour of the next business day. In the event phones are busy during working hours and a message must be left, all such calls must be returned within 15 minutes. In all instances, the phone shall be answered promptly and courteously. Failure to meet these standards shall constitute a violation. The first violation at a given address during any 12 month period shall result in a penalty of \$100.00. The second violation at the same location during the same 12 month period shall result in a penalty of \$250.00. The third and subsequent violations at the same location

during the same 12 month period shall result in a penalty of \$500.00 per violation. All penalties will be deducted from the next month payment due the Contractor.

- b) Service complaints shall include missing a collection on a scheduled day, failure to return containers to their proper location in good order, spillage, or similar incident. All service complaints are to be directed to the Contractor and that Contractor shall have procedures in place as outlined above to resolve those complaints. Service complaints received before 11:00 am shall be corrected the same day. Service calls received after 11:00 am shall be corrected by 11:00 am the following day, with the exception of spillage which shall be resolved within one hour of notice. Failure to contact the complaining party within the specified time period shall constitute a violation. Failure to resolve complaints within the specified period shall constitute a violation. The first violation at a given address during any 12 month period shall result in a penalty of \$100.00. The second violation at the same location during the same 12 month period shall result in a penalty of \$250.00. The third and subsequent violations at the same location during the same 12 month period shall result in a penalty of \$500.00 per violation. All penalties will be deducted from the next month payment due the Contractor.
- c) A monthly report will be submitted to the Assistant City Administrator detailing a full explanation of all complaints received and the disposition of those complaints.
- d) All complaints are meant to come directly to the Contractor. In the event complaints are received first by the City, the details of those complaints will be forwarded to the Contractor's representative. If the complaint coming to the City is the result of the complainant not being able to reach the Contractor due to lack of responsiveness to phone or e-mail contacts, any resultant penalties shall be doubled.

Section 7.4 Liaison

The Contractor shall designate in writing an individual within Contractor's management team to serve as agent for the Contractor and liaison between the Contractor and the City. Additionally, the Contractor shall designate an individual employee as a roving "trash ambassador" capable of immediately resolving Customer complaints and inspecting pick-ups.

Section 7.5 Customer Service Survey

At City's request, the Contractor will, at its expense, during the first, third, and fifth calendar year of this Agreement, conduct a Customer service survey to assess the Contractor's service performance under this Agreement. The survey will be prepared and administered in a manner to be approved in advance by the City.

Section 7.6 Community Events

The Contractor will allocate approximately \$12,500 annually to be used for community events within the City. The Contractor shall work with a single point of contact as designated by the City Administrator to determine opportunities for use of the funds each year.

**ARTICLE VIII
BREACH; EVENTS OF DEFAULT AND REMEDIES**

Section 8.1 Breach by Contractor

Each of the following shall constitute a Breach on the part of the Contractor:

- a) Repeated failure of the Contractor to comply with Section 7.3 of this Agreement;
- b) Failure of the Contractor to perform in a timely fashion any obligation under this Agreement not referenced within Section 8.1(a) of this Agreement, except that such failure shall constitute a Breach only if such failure remains uncured for seven days after notice to the Contractor from the City of such failure; provided however, that this seven-day notice with opportunity to cure shall not be required in the event of persistent and repeated failure to perform; or
- c) Any of the following: (1) The Contractor's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, (2) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted by the Contractor under the laws of any jurisdiction, (3) a bankruptcy, reorganization, insolvency, arrangement or similar proceeding being instituted against the Contractor under the laws of any jurisdiction, which proceeding has not been dismissed within one hundred twenty (120) days, (4) any action or answer by the Contractor approving of, consenting to or acquiescing in any such proceeding, or (5) the levy of any distress, execution or attachment upon the property of the Contractor which shall (or which reasonably might be expected to) substantially interfere with its performance under this Agreement.

Section 8.2 Breach by City

The following shall constitute a Breach on the part of the City:

Failure of the City to pay in a timely fashion the Contractor amounts which are undisputed and owing to Contractor by City under this Agreement, except that such failure shall constitute a Breach only if such failure remains uncured for seven days after notice to the City from the Contractor of such failure

Section 8.3 Events of Default and Remedies of City

- a) If a Breach occurs under Section 8.1 of this Agreement, the City may declare an Event of Default and may thereafter exercise any one or more of the following remedies:
 - (i) The City may terminate this Agreement immediately, upon notice to the Contractor. Subject to the provisions of subparagraph (v) below, upon such

termination, the Contractor shall cease providing all services under this Agreement.

- (ii) The City may seek and recover from the Contractor any costs for the failure of the Contractor to perform any obligation under this Agreement, and all damages, whether based upon contract, Contractor negligence (including tort), warranty, delay or otherwise, arising out of the performance or non-performance by the Contractor of its obligations under this Agreement, and whether incidental, consequential, indirect or punitive, resulting from the Breach.
 - (iii) The City may (A) call upon the sureties to perform their obligations under the performance bond, or (B) in the alternative, after releasing the sureties from their obligations under the performance bond, take over and perform the required services by its own devices, or may enter into a new agreement for the required services, or any portion thereof, or may use such other methods as shall be required in the opinion of the City for the performance of the required services.
 - (iv) The City shall have the power to proceed with any right or remedy granted by federal or State law as it may deem best, including any suit, action or special proceeding in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the City shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law.
 - (v) Upon any such termination of this Agreement, the Contractor shall, for a period to be determined by the City in its sole and absolute discretion, but not longer than six months, continue to perform the contractual services during which period the Customers shall pay the Contractor its scheduled compensation.
- b) No remedy by the terms of this Agreement conferred upon or reserved to the City is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the City. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Default shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereto.
 - c) This Section 8.3 shall survive the termination of this Agreement.

Section 8.4 Events of Default and Remedies of Contractor

- a) If a Breach occurs under Section 8.2 of Agreement and is not timely cured by the City, the Contractor may declare an Event of Default and terminate this Agreement immediately, upon notice to the City. In such event, the Contractor's sole remedy shall be to seek and recover from the City any unpaid amounts due the Contractor. The Contractor shall not be entitled to any other damages or to specific performance or any other equitable remedies.
- b) This Section 8.4 shall survive termination of this Agreement.

Section 8.5 Force Majeure

Neither the Contractor nor the City shall be liable for the failure to perform their duties nor for any resulting damage or loss, if such failure is caused by a catastrophe, terrorism, riot, war, strike, fire, accident, act of God, including inclement weather, or other similar or different contingency beyond the reasonable control of the Contractor or of the City, as the case may be; provided, however, that in the event of a strike that renders the Contractor unable to provide Residential Services as required pursuant to this Agreement, the Contractor shall cooperate in good faith with the City to establish a location for the centralized drop-off by Customers, and collection by the Contractor, of Residential Materials.

The collection or disposal of any increased volume resulting from a natural disaster or terrorist act over which the Contractor has no control, shall be included as part of the Contractor's service under this Agreement unless the City elects to use its own resources to collect and/or dispose of such increased volume. In the event of such a natural disaster or terrorist act, the Contractor and the City shall negotiate the payment to be made to the Contractor. Further, when the City and the Contractor reach such agreement, the City shall grant the Contractor variances in routes and schedules, as deemed necessary by the Contractor. However, in the event the City and the Contractor fail to reach an agreement on the payment to be made to the Contractor, the City shall be free to contract with another provider for the collection or disposal of increased volume resulting from a natural disaster or terrorist act. Should the City contract with another provider for such increased volume, Contractor's service under this Agreement shall not be affected.

ARTICLE IX INSURANCE AND INDEMNIFICATION

Section 9.1 Insurance

- a) The Contractor shall maintain for the duration of this Agreement, and any extensions thereof, insurance issued by a company or companies qualified to do business in the State of Kansas and that meet the requirements set forth in Exhibit D. The Contractor shall provide the City with a certificate of insurance indicating that such insurance coverage meets the requirements contained in Exhibit D.
- b) Insurance premiums shall be paid by the Contractor and shall be without cost to the City.

Section 9.2 Indemnification

Contractor agrees, at its sole cost and expense, to unconditionally indemnify and hold harmless and defend the City and the City's former, current and future officials, trustees, agents, contractors, employees and insurers and/or successors in interest of any kind for and from any and all claims, actions, omissions, losses, injuries, lawsuits, counterparts, debts, dues, obligations, judgments, awards, demands, liens, costs, expenses, attorneys' fees and liability for damages of any kind and causes of action of any kind and nature (including but not limited to all liabilities, claims, suits, costs and expenses which the City may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment), whether known or unknown at this time, whether present or future or contingent, that are brought or filed against the City, and/or the City's former, current and future officials, trustees, agents, contractors, employees and successors in interest of any kind, by any person or entity arising out of, relating to, connected with, or in any way associated with the following: (a) Contractor's breach of any term or provision of this contract; (b) any negligent or willful act or omission of Contractor, its employees, agents, or subcontractors in the performance of this Contract; (c) the violation or alleged violation by Contractor, its employees, agents, or subcontractors of any federal, state or local law, regulation, statute, ordinance, license, or permit and (d) the release, threatened release or presence of Hazardous Materials or contaminants (which shall include but not limited to hazardous waste, hazardous substances and any material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous) which occurs during the transportation and/or disposal of the Municipal Waste, Recyclable Materials and/or Landscape Waste and/or from or on the site(s) or facility(ies) utilized for disposal of the Municipal Waste, Recyclable Materials and/or Landscape Waste. In the event that any such claim, action, cause of action or lawsuit is brought or filed, the City, and its former, current and future officials, employees, contractors, agents, insurers and/or successors in interest, shall have the right to determine the attorney(s) of its, his hers or their choice to represent and defend their interests in any legal or administrative action in the event that a conflict exists which prevents the same defense counsel from representing the Contractor and the City or its former, current or future officials, trustees, employees, contractors, agents, insurers or successors in interest, all at the Contractor's expense pursuant to this Contract. Notwithstanding any other provision in this contract to the contrary, the duration of the indemnification hereunder shall be indefinite and survive the expiration of this Contract. Notwithstanding anything to the contrary set forth in this Agreement or otherwise, Republic shall have no obligation to indemnify, defend or hold harmless Customer, or any other parties indemnified under this Agreement, for any such liability or claim to the extent resulting from the negligence or willful misconduct by City, any third party or any other parties indemnified under this Agreement.

ARTICLE X MISCELLANEOUS

Section 10.1 Non-Assignability

The Contractor shall not assign this Agreement or any part thereof or subcontract this Agreement or the work hereunder, or any part thereof, in either case to any other person, firm or corporation

without the prior consent of the Governing Body of the City, which consent shall not be unreasonably withheld, delayed or conditioned. Nothing in this Agreement shall prevent the Contractor from performing its obligations hereunder through its subsidiaries or divisions but the performance by any such subsidiary or division shall not relieve the Contractor from its obligations or change the terms of Agreement.

Section 10.2 Equal Employment Opportunity.

- a) The Contractor agrees that:
 - (i) The Contractor shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of Work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
 - (ii) In all solicitations or advertisements for employees, the Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
 - (iii) If the Contractor fails to comply with the manner in which the Contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
 - (iv) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
- b) The Contractor further agrees that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws.
- c) Findings of non-compliance with applicable State or federal equal employment opportunity laws and regulations may be sufficient reason for revocation or cancellation of this Agreement.

Section 10.3 Performance Bond

The Contractor shall furnish a performance bond for the faithful performance of this Agreement, in the form attached hereto as Exhibit E, to be executed by a responsible surety company and to be in the penal sum of \$_____ [insert amount of successful bid for one year of service]. Such performance bond shall be furnished annually by the Contractor for the following year of this Agreement, and shall indemnify the City against any loss resulting from any failure of performance by the Contractor. The initial bond shall be posted on or before the

Commencement Date, and each successive bond shall be posted not later than January 1 of each successive calendar year.

Section 10.4 Equipment to be Used by Contractor

- a) The Contractor agrees to collect all materials described in this Agreement in fully enclosed, leak-proof, modern trucks and equipment. The Contractor agrees to use to the extent possible, uniformly painted equipment, with no rust showing on the cab, chassis or body and shall maintain its vehicles and equipment in good condition at its own expense and shall keep said vehicles free from leakage and objectionable odors. The vehicles and equipment shall be kept in clean, sanitary and in quiet operating condition and shall be washed on a regular basis. Any equipment that is used by the Contractor and determined to be unsafe, or in an overall poor condition by the City shall be replaced at the request of the City. Equipment used for Bulk Item collections and Private Services described in Section 4.5 of this Agreement may be open-body trucks, dump trucks and similar type equipment when necessary. When open-body trucks are used, the Contractor shall take such action as is necessary to prevent littering and blowing debris.
- b) Carts used in connection with the provision of Services by the Contractor pursuant to the start this Agreement will be in new condition and shall be maintained to remain operable, safe and free of graffiti. The Contractor may acquire existing carts which are in new condition from the previous Solid Waste Collection Services vendor, and may utilize such existing carts after appropriate cost savings are passed on to the residents and approved by the City. Contractor shall replace any Contractor owned container in disrepair of this sort within 48 hours after notification by the City or the Customer. Carts and containers with plastic lids that are ill-fitted or warping shall be replaced within three days of notification by the City, in order to maintain a tight fitting seal to prevent access by pests. All carts will be adequately demarcated with the Contractor's logo. Each container will have an inventory control number demarcated on each container that is cross-referenced to the service matrix.
- c) All facilities and equipment used by Contractor for the provision of Services and Private Services pursuant to this Agreement shall be properly licensed by the State of Kansas, Johnson County, Kansas and any other state or local jurisdictions in which such Contractor operates and shall conform to all federal, state and local equipment safety standards.
- d) The City reserves the right from time to time upon reasonable advance notice to inspect Contractor's facilities and equipment to confirm compliance with this section.

Section 10.5 Compliance with Laws

- a) The Contractor shall comply at all times with all applicable federal, state, county and municipal laws, ordinances and regulations at any time applicable to the

Contractor's operations under this Agreement, with no increase to the Contractor's compensation as set forth in this Agreement. Specifically, but without limitation of the foregoing, the Contractor shall comply with all current and amended Johnson County, Kansas regulations and City ordinances or regulations imposed in the discretion of the City to protect the public health, safety, and welfare.

- b) The Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect.

Section 10.6 Care and Performance

- a) The Contractor shall undertake and cause its employees to perform all services rendered hereunder in a neat, thorough and competent manner, without supervision by the City, and to use care and diligence in the performance of all specified services and to provide neat, orderly, uniformed and courteous employees and personnel on its crews.
- b) Employees of Contractor shall not trespass or loiter, cross property to adjoining premises or meddle or tamper with property which does not or should not concern them.
- c) The Contractor shall prohibit and enforce the prohibition of any drinking of alcoholic beverages or use of illegal drugs by its drivers and employees while on duty or in the course of performing their duties under this Agreement.
- d) The Contractor agrees to instruct and direct its employees in and to observe such ordinances and regulations as are applicable to the collection and disposal of solid waste within the City. In particular, but not limited to, the Contractor will:
 - (i) Familiarize the drivers with the collection routes by providing them with a map or listing of streets for the areas to which they are assigned.
 - (ii) Remove all waste from the Customers' property in a complete and neat manner
 - (iii) Should parked vehicles interfere with automated pickup, require employees to manually retrieve the carts so pickup can be accomplished.
 - (iv) All carts or containers must be returned neatly to the location where they were picked up except that in no case shall carts be left blocking a sidewalk or hindering access to driveways or garages.
 - (v) If pick up of items is refused because they have not been prepared properly for Municipal Waste disposal, Landscape Waste disposal or Recycling Materials disposal, the Contractor will leave the Customer notice as to why pick up was refused.

- (vi) In the event items fall from the collection vehicle, either at the point of pick-up or during hauling, the items are to be retrieved within one hour of notice.
- (vii) Instruct and direct employees that they shall not accept money from City residents for collection services except for Private Services.
- e) The Director may request the removal of any person employed by Contractor who repeatedly misconducts himself or is negligent in the due and proper performance of his duties or who fails to comply with the directions given from all routes in the City. Such person shall not be re-employed in the City for the duration of this Agreement without the written consent of the Director.
- f) The Contractor shall observe City ordinances relating to obstructing streets, keeping passage-ways open and protecting same. The Contractor is granted the privilege of using the public streets for the purpose of performing the services specified in this Agreement, but is not granted exclusive use of such streets, nor will Contractor be permitted to violate any City or state traffic regulations. In instances when the Contractor must access privately owned and maintained streets, the Contractor must obtain the consent of the owner(s) of such private streets prior to providing services to such areas under this Agreement and provide copies of documents confirming such consent to the Director. The Contractor shall perform the services in a manner which will cause the least inconvenience and annoyance to the general public and Customers.
- g) The Contractor shall not be liable to the City for damage to City rights-of-way caused in connection with the provision of the services provided under this Agreement if such damage is caused by ordinary wear and tear. However, if damage is deemed by the Director to be excessive, repetitive or beyond that connected with ordinary wear and tear, Contractor shall be liable to the City and the Contractor shall work with the City to determine changes in performance of services so that such damage can be avoided.

Section 10.7 Taxes.

The Contractor shall pay all federal, state and local taxes that are chargeable against the performance of the services provided under this Agreement.

Section 10.8 Americans With Disabilities Act

The City is committed to making its services, programs, activities and facilities accessible to all persons with disabilities. The Services are offered to all residents. Those individuals with a qualified disability may request status as a Hardship Customer to receive Houeline service by contacting the Director.

Section 10.9 Governing Law

This Agreement and the rights of the City and the Contractor under this Agreement shall be interpreted according to the internal laws, but not the conflict of laws, rules, of the State of

Kansas. Venue of any litigation arising in connection with this Agreement shall be the State courts of Johnson County, Kansas.

Section 10.10 Personal Non-liability of Officials, Employees and Agents of the City.

No recourse shall be had for any claim based thereon or upon any representation, obligation, covenant or agreement contained in this Agreement against any past, present or future official, officer, employee or agent of the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officials, officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

Section 10.11 Cash Basis and Budget Law.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the state of Kansas. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the City. The City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the City's current budget year, or (b) funds made available from any lawfully operated revenue producing source.

Section 10.12 Most-Favored Nations.

The Contractor agrees to reduce and/or match the rate per residence should the Contractor lower their billing formula for a comparable service in surrounding communities (within 20 miles) of similar size. The City recognizes many factors are measured by the Contractor in calculating expenses included in that billing formula and will meet with representatives to determine if rate differences resulting from the billing formula are reasonable or need to be adjusted.

Section 10.13 Severability

The provisions of this Agreement shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Agreement, shall be in any way affected thereby. The unenforceability of any provision of this Agreement in a specific situation shall not affect the enforceability of that provision in any other situation.

Section 10.14 Entire Agreement

This Agreement sets forth the entire agreement of the City and the Contractor with respect to the provision of the Services and compensation therefor, and there are no other understandings or agreements, oral or written, between the City and the Contractor with respect to the Services and the compensation therefor, nor was the making and execution of this Agreement induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

Section 10.15 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier or (iii) by certified mail, return receipt requested, and deposited in the U.S. mail, postage prepaid. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each party shall have the right to change the address or addressee, or both, for all future notices and communications to the other party but no notice of a change of address or addressee shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

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

With a copy to:

Bushyhead, LLC
315 SE Main Street
Lee’s Summit, MO 64063
Attention: Shannon M. Marcano

Notices and communications to the Contractor shall be addressed to, and delivered at, the following address:

Republic Services of Kansas City
3150 No 7th Street Trafficway
Kansas City, Ks 66115
Attention: James Steele
General Manager

With a copy to:

Republic Services of Kansas City
3150 No 7th Street Trafficway
Kansas City, Ks 66115
Attention: Hank Potts
Municipal Services Manager

Section 10.16 Publicity

The City’s name or insignia, photographs of the City, or any other publicity pertaining to the provision of the Services shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of the City.

Section 10.17 Incorporation of Exhibits.

The Exhibits attached hereto and incorporated herein by reference are a part of this Agreement to the same extent as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all on the day and year first above written.

CITY OF PRAIRIE VILLAGE, KANSAS

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

Shannon M. Marcano

CONTRACTOR:

By: _____

Name: _____

Title: _____

EXHIBIT A

WEEKLY COLLECTION SCHEDULES AND ROUTES

SEE ATTACHED MAP

City of Prairie Village Trash Pick Up Schedule

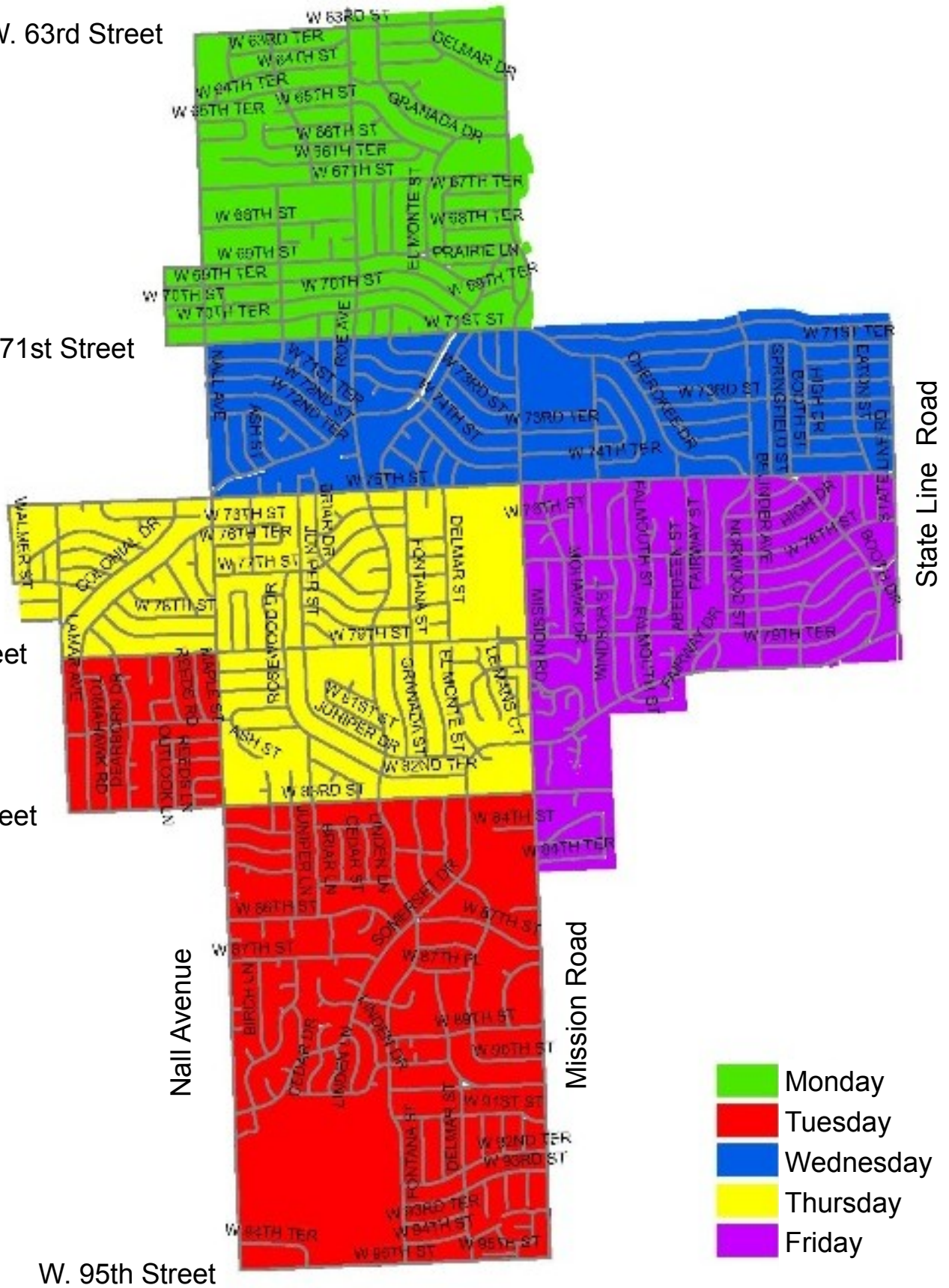
W. 63rd Street

W. 71st Street

W. 75th Street

W. 79th Street

W. 83rd Street



W. 95th Street

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

The following Homes Associations provide their own waste management:
 Countryside East, Corinth Downs, Paddock Court, Town & Country, Village Park

EXHIBIT B

MUNICIPAL COLLECTION SITES

The City requires solid waste service at the following locations:

- a. 3535 Somerset Drive
 - One 40 yard roll-off container and shall be serviced upon notification by Public Works January through August. Two 40 yard roll-off containers September – December serviced once per week.
 - One 6-yard container serviced three times per week-trash
 - One 8 yard container serviced once per week-recycle
 - One 3 yard container serviced once per week

- b. Police Department 7710 Mission Road
 - One trash bin serviced twice weekly
 - One recycle bin serviced twice weekly

- c. Harmon Park – One trash bin serviced once weekly

EXHIBIT C

PRICING

THIS SECTION IS SUBJECT TO CHANGE DEPENDING ON A FIVE (5) VERSUS TEN (10) YEAR CONTRACT.

5-YEAR CONTRACT

For the period of the first two years - January 1, 2017 through December 31, 2018, for the weekly collection of solid waste, recyclables, and compostable materials for approximately 8,358 homes will be \$17.42 per unit per month. Thereafter, annual increases would be determined by the Water, Sewer, Trash line item of the Consumer Price Index (CPI) over the previous year with a cap 3.5% beginning January 1, 2019 through December 31, 2021. No per unit increase shall be considered automatic, nor shall it become effective without the approval of the then-current Governing Body. It shall be the responsibility of the Contractor to notify the City of the amount of the requested annual increase, and to provide the city with supporting data upon which the adjustment is calculated.

10-YEAR CONTRACT

For the period of January 1, 2017 through December 31, 2018, for the weekly collection of solid waste, recyclables, and compostable materials for approximately 8,358 homes will be \$16.45 per unit per month. Thereafter, annual increases would be determined by the Water, Sewer, Trash line item of the Consumer Price Index (CPI) over the previous year with a cap 3.25% beginning January 1, 2019 through December 31, 2026. No per unit increase shall be considered automatic, nor shall it become effective without the approval of the then-current Governing Body. It shall be the responsibility of the Contractor to notify the City of the amount of the requested annual increase, and to provide the city with supporting data upon which the adjustment is calculated.

LARGE ITEM PICK UP

For the period of the first two years - January 1, 2017 through December 31, 2018, the cost for large item pick up for all residential properties will be \$29,000 each year. Thereafter, the annual increase would be determined by the Water, Sewer, Trash line item of the Consumer Price Index (CPI) over the previous year with a cap of *TBD % for the remaining contractual years.

*The cap rate will be determined based on Council decision of a 5-year or 10-year contract.

EXHIBIT D

Insurance Provisions

A. Insurance Requirements

The Contractor shall procure and maintain the following insurance during the entire term of the Agreement:

<u>Type of Insurance</u>	<u>Required Limits of Liability</u>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000 per accident \$1,000,000 disease (policy limit) \$1,000,000 disease (each employee)
3. Commercial General Liability, including "occurrence" coverage for:	
a. Premises and operations, independent Contractors protective, contractual liability, broad form property damage and XCU hazards	\$1,000,000 per occurrence for bodily injury and property damage combined. \$2,000,000 annual aggregate per location for bodily injury and property damage combined.
b. Products and completed operations (including broad form property damage)	\$1,000,000 per occurrence for bodily injury and property damage combined. \$2,000,000 annual aggregate for bodily injury and property damage combined.
c. Personal injury liability	\$1,000,000 per occurrence \$2,000,000 annual aggregate
4. Business Auto liability (including owned, non-owned and hired vehicles and coverage for environmental liability)	\$1,000,000 per accident for bodily injury and property damage combined.
5. Umbrella/Excess liability (to apply as excess over 2, 3 and 4 above)	\$5,000,000 per occurrence \$5,000,000 annual aggregate

B. Miscellaneous Provisions

1. The insurance policies set forth in Sections A3 and A5 of this Exhibit D shall continue to be maintained for a period of two (2) years following the termination of the Agreement.
2. Equivalent insurance must be maintained by each subcontractor of the Contractor.
3. All insurance companies must be reasonably acceptable to the City and may include self-insurance obtained by the Contractor. Minimum insurance carrier requirements include a current rating from A.M. Best Co., Inc. (or any successor publication of comparable standing within the industry) of "A VIII" and a license to do business in the State of Kansas.
4. All liability coverages shall be written on an occurrence basis.
5. Prior to commencing Services under the Agreement, the Contractor shall deliver, or cause to be delivered, to the City certificates of insurance (and other evidence of insurance requested by the City) which the Contractor is required to purchase and maintain pursuant to this Schedule. The Contractor shall deliver certificates of renewal or replacement policies or coverage no less than ten (10) days prior to the effective date of each renewal or replacement policy or coverage.
6. All insurance coverage required to be purchased and maintained shall contain a provision or endorsement providing that the coverage afforded will not be cancelled, materially reduced or altered or renewal refused until at least thirty (30) days' prior written notice has been given to the City by certified mail.
7. The Contractor shall be responsible for promptly reporting all claims to the appropriate insurer on behalf of itself, the City and the additional insureds set forth below.
8. The insurance policies set forth in Sections A3, A4, and A5 of this Exhibit D shall be endorsed to include the City, the directors, officers, employees, agents and members of the City, as additional insureds for all activities of the Contractor in the performance of the Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional insureds.

EXHIBIT E

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____, hereinafter referred to as the “Contractor”, and _____, a Corporation organized under the laws of the State of _____, and authorized to transact business in the State of Kansas as Surety, are held firmly bound unto the City of Prairie Village, Kansas, hereinafter referred to as “City”, in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents:

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

WHEREAS, the above bonded Contractor has, on the ____ day of _____, 2016, entered into a written Contract with the aforesaid City for furnishing all materials, equipment, tools, superintendence, labor and other facilities and accessories for providing the service of collecting, transporting and disposing of solid waste, landscape, recyclable and bulk items with the City (“Solid Waste Project”), defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefore; a copy of said Contract being attached hereto and made a part hereof.

NOW, THEREFORE, if the said Contractor shall and will, in all particulars, well, duly and faithfully observe, perform and abide by each and every covenant, condition and part of the said Contract, and the Conditions, Specifications, Plans and other Contract Documents thereto attached or, by reference, made a part thereof, according to the true intent and meaning in each case, and if said Contractor shall replace all defective parts, material and workmanship for a period of two years after acceptance by the City, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect;

PROVIDED FURTHER, if said Contractor fails in any particular to duly and faithfully observe, perform and abide by each and every covenant, condition, and part of the said Contract and the Conditions, Specifications, Plans and other Contract Documents, thereto attached, or, by reference made a part thereof, according to the true intent and meaning in each case, or if said Contractor shall fail to replace all defective parts, material and workmanship for a period of two years after acceptance by the City then the surety will pay the costs to complete the project and/or the costs to repair any defective parts for the period of two years after acceptance, and any other damages incurred by the owner in procuring completion and/or repair, such amount not exceeding the amount of this obligation, together with interest as provided by law.

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor, materials, sustenance's, provisions, provender, gasoline, lubricating oils, fuel oils, greases, coal, equipment and tools consumed or used in said work, groceries and foodstuffs, and all insurance premiums, compensation ;liability and otherwise, or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the Work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law;

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect this obligation on this bond and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at _____ on this, the ____ day of _____, 2016.

CONTRACTOR

SURETY COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

(SEAL)

(SEAL)

By: _____
(Attorney-in-Fact)

By: _____
(State Representative)

(Accompany this bond with Attorney-in-Fact's authority form the Surety Company certified to include the date of the bond)



ADMINISTRATION

Council Meeting Date: September 6, 2016
OLD BUSINESS

Request Permission to Set the 2017 Solid Waste Assessment Rate

SUGGESTED MOTION

Move to authorize staff to change the 2017 Solid Waste Assessment rate from \$174.00 annually to \$192 annually.

BACKGROUND

The Governing Body directed City Staff to seek competitive bids for solid waste services for trash, recycling, yard waste, and large item pickup for nearly 8,400 residential addresses. The contract with Waste Management (formerly Deffenbaugh) is set to expire December 31, 2016. The last time the contract was formally bid was in 2002 with subsequent negotiated extensions.

Revised bid proposals for the Solid Waste Contract was reviewed on August 15 and the Solid Waste contract for services beginning in 2017 was awarded to Republic.

Solid Waste Fund - the annual household assessment for 2017 will be \$192.00:

2010 Assessment:	\$177.62
2011 Assessment:	\$200.74
2012 Assessment:	\$200.74
2013 Assessment:	\$158.52
2014 Assessment:	\$174.00
2015 Assessment:	\$174.00
2016 Assessment:	\$174.00
2017 Assessment:	\$192.00

Prepared By:

Lisa Santa Maria
Finance Director
Date: 8/29/2016

MAYOR'S ANNOUNCEMENTS

Tuesday, September 6, 2016

Committee meetings scheduled for the next two weeks include:

Prairie Village Arts Council	09/07/2016	5:30 p.m.
Tree Board Meeting	09/07/2016	6:00 p.m.
JazzFest Committee Meeting	09/08/2016	5:30 p.m.
Planning Commission Meeting	09/13/2016	7:00 p.m.
Park & Recreation Committee Meeting	09/14/2016	6:30 p.m.
Council Committee of the Whole	09/19/2016	6:00 p.m.
City Council	09/19/2016	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present the works of Gary Cadwallader & Jodi Harsch in the R.G. Endres Gallery during the month of September. The artist reception will be at 6:30 p.m. on Friday, September 9th.

The 7th Annual Prairie Village Jazz Festival will be held on Saturday, September 10th beginning at 3 p.m. with the Shawnee Mission East Blue Knights and concluding with Marilyn Maye performing at 8:30 p.m.

The City has a table at the Shawnee Mission Education Foundation breakfast on Thursday, September 22nd at the Overland Park Convention Center beginning at 7:30 a.m. Please let Meghan Boom know by September 16th if you would like to attend.

The 2016 Citizens Police Academy will begin mid September, Classes are held on Wednesday evenings from 6 to 9 p.m. for 11 weeks. If you are interested in attending, contact Captain Myron Ward.

The League of Kansas Municipalities Conference will be held Saturday, October 8th through Monday, October 10th at the Overland Park Convention Center. If you are interested in attending, please contact Meghan Boom by September 23rd.

INFORMATIONAL ITEMS
September 6, 2016

1. Council Committee of the Whole Minutes - August 15, 2016
2. Planning Commission Agenda - September 13, 2016
3. JazzFest Committee Minutes - August 11, 2016
4. Tree Board Committee Minutes - August 3, 2016
5. Arts Council Minutes - July 6, 2016
6. Arts Council Minutes - July 27, 2016
7. Environment/Recycle Committee Minutes - May 25, 2016
8. Lancer Day Proclamation - September 2, 2016
9. Constitution Week Proclamation - September 17-23, 2016
10. Diaper Need Awareness Week - September 26 - October 2, 2016
11. Mark Your Calendar

COUNCIL COMMITTEE OF THE WHOLE
August 15, 2016

The Council Committee of the Whole met on Monday, August 15, 2016 at 6:00 p.m. in the Council Chambers. The meeting was called to order by Council President Ted Odell with the following members present: Mayor Laura Wassmer, Ashley Weaver, Jori Nelson, Serena Schermoly, Steve Noll, Eric Mikkelson, Sheila Myers, Brooke Morehead, Dan Runion, Ted Odell and Terrence Gallagher.

Staff Members present: Tim Schwartzkopf, Chief of Police; Captains Myron Ward and Wes Lovett; Sergeant Ivan Washington, Community Service Officers Roger Blanchard and Ali Jasminski; Keith Bredehoeft, Director of Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Lisa Santa Maria, Finance Director; Alley Williams, Assistant to the City Administrator and Meghan Buum, Deputy City Clerk.

COU2016-49 Consider approval of Construction Agreement with National Streetscape, Inc. for Police Department/City Hall entrance, ADA and patio project

Keith Bredehoeft stated that this project will reconstruct the City Hall Courtyard providing unified access to both the police and municipal offices and correct the structural deficiencies of the existing infrastructure. On August 5, 2016, the City Clerk opened bids for Project BG50 0003, City Hall Courtyard. The following three bids were received:

National Streetscape	\$414,300.00
John Rohrer Contracting	\$481,993.00
Gunter Construction	\$493,226.00
Engineer's Estimate	\$479,090.00

The city's consultant has reviewed the bids for accuracy and corrected minor errors on one bid. References for National Streetscape were verified. Funding is available in the 2016 Capital Infrastructure Program BG50 0003 budget for construction at \$430,000.

Eric Mikkelson made the following motion, which was seconded by Brooke Morehead and passed unanimously.

MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR TO SIGN THE CONSTRUCTION CONTRACT WITH NATIONAL STREETSCAPE, INC. FOR PROJECT BG050 0003, CITY HALL COURTYARD IN THE AMOUNT OF \$414,300

COUNCIL ACTION TAKEN
08/15/2016

COU2016-50 Consider approval of Construction Agreement with Pavement Management, Inc. for the 2016 Crack Seal/Micro Surfacing Program

Keith Bredehoeft stated this project consists of two separate maintenance programs at various locations throughout the City. A Micro Surfacing programs which is a maintenance tool to assist in preserving the existing asphalt pavement, thus extending the pavements life cycle and a Crack Seal program which seals existing cracks in the asphalt pavement. Sealing cracks and joints helps to prevent water from entering the base of the pavement.

Bredehoeft noted there is \$312,000. Budgeted for these projects and the contract will be awarded for that amount. Locations for work will be increased to utilize the budgeted amount. Funding is available in the 2016 Capital Infrastructure Program Project P5000/P5038.

On August 5, 2016, the City Clerk opened bids for Project P5000/P5038: 2016 Crack Seal/Micro Surfacing Program. The following bids were received:

Pavement Management	\$309,910.00
Vance Brothers, Inc.	\$315,320.00
Engineer's Estimate	\$311,104.00

COU2016-51 Consider approval of Construction Agreement with Musselman & Hall contractors for the 2016 Street Repair Program

Keith Bredehoeft stated that this program consists of asphalt street repairs at various locations throughout the City. The program addresses areas where settlement or deterioration has occurred and make repairs in those areas.

On August 5, 2016, the City Clerk opened bids for Project P5001: 2016 Street Repair Program. The following five bids were received:

Musselman & Hall	\$ 99,880.00
McConnell & Associates	\$117,160.00
Metro Asphalt, Inc.	\$129,850.00
Little Joe's Asphalt, Inc.	\$158,025.00
McAnany Construction, Inc.	\$185,500.00
Engineer's Estimate	\$146,497.50

There is \$150,000 budgeted for this project and the contract will be awarded for that amount. Locations for repairs have been increased to utilize the \$150,000 budget. Funding is available in the 2016 Capital Infrastructure Program Project P5001: 2016 Street Repair.

Terrence Gallagher made the following motion, which was seconded by Ashley Weaver and passed unanimously.

MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR MOVE THE CITY COUNCIL AUTHORIZE THE MAYOR TO SIGN THE CONSTRUCTION CONTRACT WITH PAVEMENT MANAGEMENT,INC. FOR PROJECT P5000/P5038 CRACK SEAL/MICRO SURFACING PROGRAM IN THE AMOUNT OF \$312,000 AND TO SIGN THE CONSTRUCTION CONTRACT WITH MUSSELMAN & HALL, FOR PROJECT P5001: 2016 STREET REPAIR PROGRAM IN THE AMOUNT OF \$150,000.

**COUNCIL ACTION TAKEN
08/15/2016**

Discussion regarding Dog Breed Restrictions in City Code

Ted Odell opened the meeting for public comment related to dog breed restrictions in the current City Code. He asked speakers to limit comments to 5 minutes.

Ashley Silence, 7610 Russell Lane—After moving to Prairie Village three years ago she realized she could not foster or adopt pit bulls. She volunteers with a rescue group that has to turn down applicants who live in Prairie Village. She asked City Council to consider a law based on behavior rather than looks. She stated that pit bull activists have sought information from animal control and an attorney before proposing a new ordinance that is not based on fear or general assumptions.

Courtney Thomas, Great Plains SPCA—She stated that her organization serves over 35,000 pets in the community. She desires to work together to create powerful and effective change to move away from an archaic practice to a fact based ordinance. She understands the emotions that surround this issue but hopes to can set aside emotions to focus on facts. She stated her belief that breed type is selective and a "best guess" due to years of mixed breeding. It is irresponsible to generalize a breed based on looks rather than behavior. In all her experience with dogs, she fears pit bulls the least. There is no evidence that breed specific legislation enhances community safety. Trends are shifting in other communities and Prairie Village one of three cities who hasn't adopted breed neutral laws.

Patty Lundgren, Kansas City, MO—She asked City Council to not adopt the new legislation related to breed specific bans. 163 people have been killed by dangerous dogs in the last 10 years. She described a pit bull attack on two small children an elderly woman. She lives next door to a pit bull that came through the fence and killed her mother in law's animal. If the law is changed, there should be a liability insurance requirement for owners.

Dee Coleman, 2216 W. 72nd Terrace—She has lived in Prairie Village for 35 years and supports bringing an end to breed specific legislation. Her daughter is a certified dog trainer and foster parent to "bully breeds." Upon meeting these animals, she realized that they were not vicious. Breed specific laws create false security. Discrimination is wrong whether directed to humans or dogs.

Kayla Sanchez, 7765 Fontana—She has been involved with many animal rescue organizations. She owns two animals that have been previously banned in the U.S.: Alaskan malamute and Rottweiler. The American Kennel Club describes the pit bull as a loving dog. All dogs need to be supervised around children, not just pit bulls. She asked that City Council end the stigma and make Prairie Village an animal friendly community.

Leib Dodell, Kansas City, MO—He owns a dog themed bar and restaurant, dog boarding locations, and teaches humane dog treatment to kids. He reviewed breed specific legislation extensively because of his businesses and does not have breed restrictions at his establishments based on fact based research. His investors, insurers, and customers are satisfied by that choice. The American Bar Association has passed a resolution urging legislative bodies to adopt breed neutral, reckless owner laws. He addressed the law enforcement community and wants to make sure they have the tools to enforce dangerous dogs.

Tom Wassberg, 7545 Eaton—He was surprised by the ban, as all pit bulls he has encountered have been a reflection of their owners. It is an embarrassment to Prairie Village. He is a typical resident that wants the ban overturned.

Ann Lintecum, 7705 Reeds—She stated that those working through breed specific repeal were working on their own volition without outside direction. Animal Control Officers have to rip banned animals from loving homes. She asked that the focus of the law be on owner and pet behavior rather than breed. Vets and trainers are overwhelmingly in favor of overturning behavior. She shared a packet of information with letters of support from area animal clinics. The opposing groups have no peer reviewed studies to support their opinions. Research and science do not support banning dog based on breed.

Mike Deathe, Shawnee, KS—He is the owner of KISS Dog Training, trains with the Queen of Paws in Prairie Village, and teaches Babies Don't Bark class at Shawnee Mission Medical Center. Education is going to make this city safer, not breed bans. No one is suggesting having a dangerous dog in Prairie Village; they are suggesting a better way to identify a dangerous dog. He asked that Council legislate the deed not the breed.

Dr. Morgan Wilcox, 3905 W 74th Street—She is a veterinarian in favor of overturning the ban. Legislation cannot prevent dog bites.

Dr. J.C. Burcham, Overland Park, KS—She is a veterinarian in Lenexa. American Veterinarian Association does not support breed specific bans. All types of dogs have the ability to inflict injury and the tendency to bite depends on much more than breed.

Brittani King, 5317 W. 76th Street—She stated that people fear what they don't know. She can provide thousands of studies about why banning dogs based on breed is wrong. The best way to know how great pit bulls are is by interacting with them. She urges Council to take the advice of those who know pit bulls on a personal basis.

Paul Kimmerly, 4921 W 72nd Street—He is not an expert but wanted to share his own dog experience. He has worked with a Jack Russell Terrier rescue for years. All the problem dogs were based on their owners rather than the breed. When he started volunteering with Great Plains, he was nervous about interacting with bully breeds but quickly found out that they were kind animals. He worked with a deaf pit bull named Ronnie who impacted him very positively. He asked council to rethink this legislation.

Jenna Bearde, Spring Hill, KS—She is a former resident of 7616 Tomahawk in Prairie Village who moved because of the ban. She stated that Animal Control came to her home a dozen times and searched her attic based on wrongful claims of owning a pit bull. After 6 months of harassment, her family moved from the city. She didn't want to worry that her dog would be taken away based on the fact he looked like a pit bull. Designating a dog dangerous based on its breed relieves dog owners of their responsibility to train and socialize their animals. Since moving away she has adopted a deaf pit bull named Ronnie. She is the mother of a two year old and safety is her top concern. The pit bull is the best of all her dogs.

Emily Austin, 2706 W. 76th Street—She feels lucky to live in a city that is consistently listed as one of the best in the country. She wants to educate people about effective dog laws. Dogs are individuals and behavioral variety within breeds makes breed specific bans impossible. Education, interaction, and training will make the city a safer place. Breed has nothing to do with animal temperament.

Jennifer Collins, 2222 W 77th Street—She asked Council to consider being judged based solely based on appearance, which is exactly what Prairie Village is doing by having this legislation in place. She is a mother of a young child concerned with public safety, but this legislation leads to a false sense of safety. Just as racial profiling doesn't keep people safe, neither does this ban due to the misidentification of dog breeds. She wants to focus to be on education to prevent injury.

Ashley Flores, Great Plains SPCA—She is a certified dog trainer and has been in the sheltering industry for 14 years. Education and training is her passion. She helps dog owners understand their pets. Pit bull type dogs do not have a propensity to aggression. In her experience, there is no correlation between euthanized animals due to aggression and breed. She asked Council to adopt breed neutral laws and hold reckless owners responsible.

Bethanne Steinbacher, 5415 W. 71st Terrace—She addressed two common pit bull myths; the locking jaw and jaw strength. There is nothing different about the anatomy of a pit bull jaw from other dogs and no supporting research related to the bite force of a pit bull. The Rottweiler and German shepherds have higher PSI on their bites.

Erica Carper, 7210 Springfield—She is involved with an organization that relieves pain and suffering for animals that are kept on chains in Kansas City, MO, including many pit bulls and pit bull mixes. They are the most loving dogs despite their rough start to life. She is embarrassed that these animals aren't allowed in Prairie Village. She is confident that a suitable situation can be reached.

Dr. Monica Matthews, no address given—She is a veterinarian who has owned pit bulls since the age of 16. She has extensive experience with them personally as well as in private practice. She shared that a study that supported breed specific legislation has been discounted by the American Veterinary Medicine Association. One breed of dog cannot be determined to be more dangerous than another.

Joe Klipner, 8040 Pawnee—He stated that he was raised by German shepherds, he mentioned German shepherds due to previous fears of the breed. Animals are taught by their owners, behaviors are learned, and if an animal is trained correctly there is no need to fear them.

Mary Morgan, 2400 W 75th Place—She has sent information via email. She is a registered nurse and public safety is very important to her which is why she moved to Prairie Village. She wants more families to move to the area, but they won't because of their pit bull dogs. The current laws are embarrassing. There is no evidence supporting breed specific laws.

Jeff Collins, 2222 W. 72nd Street—He believes breed specific laws are bogus and a waste of city resources.

Dan Thompson, no address given—He is the owner of a dog boarding facility called Dog Paws. He has worked with over 10,000 dogs in a cage-less environment, with not one injury from a pit bull.

Emily Coleman, no address given—She is the owner of Canine Solutions dog training and a former Prairie Village resident. Educated and trained owners have no fear of pit bulls. When people misinterpret dogs' signals, there are issues. We need people training, not dog training.

Steven Schebler, 7765 Fontana—The breed ban tarnishes the reputation of Prairie Village. As a pharmacist, he sees dog bites in the emergency room very rarely and has never seen a pit bull bite. Golden retriever and labrador bites are the most frequent.

Billie Bayles, 6004 W. 79th Street—She has lived in Prairie Village more than 20 years. She offered her thanks to law enforcement for keeping residents safe. She wants the law repealed so she can own a pit bull.

Alison Traston, 4009 W 84th Street—She is a dog lover who used to be terrified of pit bulls based on looks. After being educated, she has changed her opinions. She will move if the ban stays in place.

Clay King, 5317 W. 76th Street—He believes people should raise their pets like their children. Banning a breed furthers misconceptions and is short sighted. Repealing the ban would be a big step forward for Prairie Village. City Council can be leaders in local government.

Nancie Bunnell, 5007 W. 71st Terrace—She is a full time dog sitter and has never had an incident with pit bulls but has been bit by other dogs, cats, and birds. Animals are all individuals and need to be selected like husbands and wives.

Stephanie Que, Lees Summit, MO—She teaches education classes on bully breeds, including a recent class for women in law enforcement. She stated that 1 in 116,000 people will die from a dog bite. 1 in 13,000 people will die from a hot dog.

Ted Odell closed public comment and stated the City Council will be consider dog breed restrictions at the next meeting

ADJOURNMENT

The Council Committee of the Whole meeting was adjourned at 7:25 p.m.

Ted Odell
Council President

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY, SEPTEMBER 13, 2016
7700 MISSION ROAD
7:00 P.M.
MULTI-PURPOSE MEETING ROOM**

I. ROLL CALL

II. APPROVAL OF PC MINUTES - AUGUST 2, 2016

III. PUBLIC HEARINGS

IV. NON-PUBLIC HEARINGS

PC2016-123 Request for Monument Sign Approval
6510 Mission Road
Current Zoning: R-1a
Applicant: Evan-Talon Homes

PC2016-124 Request for Planned Unit Exception
7878 Howe Circle
Current Zoning: RP-1b
Applicant: Craig & Julie Mahurin

PC2016-123 Request for Monument Sign Approval
5300 West 94th Terrace
Current Zoning: C-0
Applicant: Charles Payne, Image 360

V. OTHER BUSINESS

VI. ADJOURNMENT

Plans available at City Hall if applicable
If you cannot 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**

JazzFest Meeting Minutes

August 11, 2016

Present:

JD Kinney, Donelea Hespe, Brooke Morehead, Amanda and Dave Hassett, Brian Peters, Mike Polich, Mike Schermoly, Lee Duong, Alex Toepfer, and Meghan Boom

The minutes of the July 7 meeting were approved unanimously.

Budget:

JD reviewed the financial statement with the committee and all projected expenses are in line with the budget. Due to the impending change with trash services for the City, Deffenbaugh will likely not donate porta potties and trash cans, an estimated \$1,000 expense. He announced a new \$5,000 sponsorship from AT&T Giga Power. Brooke announced that the City would be contributing \$10,000 again for the 2017 event.

Talent:

Alex clarified artist start times based on contractual agreements. Mic checks have been arranged. Backline items need to be confirmed with Dan and Dave. Meghan will provide copies of the contracts to them. Shawnee Mission East will provide chairs and music stands as in the past.

Volunteers:

Lee has emailed all previous volunteers. With existing sign ups, volunteers from several area churches, and from Shawnee Mission East, volunteer shifts are in good shape. 75-85 volunteer shirts will be needed. A volunteer meeting will be held on the Thursday prior to event day at 6:00 p.m.

Marketing:

Mike is finalizing all promotional materials, including the Village Voice insert, stage banners, line up fan, yard sign, and volunteer t-shirt.

Food and Beverage:

Dave will finalize power requirements for each vendor and inform Dan of the needs. All contracts, COI, and payments have been received. Due to changes in the alcohol laws, beverages will need to be purchased from Rymann. Crawford will still make a donation in the amount of the purchase. Dave has confirmed that the ice vendor will be at the event. JD will confirm that he has enough cups. Joyce and Meghan will confirm that there are enough wristbands. HyVee will provide food for the stage set up crew.

Other:

Brooke Morehead suggested having a promotional booth at the upcoming KU Kickoff event at Corinth Square. Meghan will contact Donna Potts.

Brian will coordinate an ATM. The City will provide two credit card portals, one for the main gate and one for the merchandise tent.

Next Meeting:

Wednesday, August 24, 2016 in the Council Chambers.

The meeting was adjourned.

TREE BOARD

City of Prairie Village, Kansas

MINUTES (draft)

Wednesday August 3, 2016
Public Works Conference Room
3535 Somerset Drive

Board Members: Deborah Nixon, Rick Howell, Jonathan Pruitt, Frank Riott, Kevin Dunn, Devon Murray, Tom Brown

Other Attendees: Terrence Gallagher, Suzanne Lownes

- 1) **Review and Approve minutes from May 4, 2016 meeting.** There was no quorum for this meeting so nothing to approve.
- 2) **Review and Approve minutes from April 6, 2016 meeting.** Motion by Rick Howell to accept the minutes, seconded by Frank Riott. **Approved unanimously.**
- 3) **Introductions** - A welcome to the new members: Kevin Dunn, Devon Murray, Tom Brown and City Council Liaison, Terrence Gallagher. The group then made introductions of everyone for the new members.
- 4) **Arbor Day Event**
 - a) **Event wrap-up** -The event was to honor Luci Mitchell and was held at McCrum Park. There was a good turn out and the event was a success. Suzanne Lownes updated the group that the plaque was delayed from Powell Gardens but we had finally received it and it should be up within the week.
- 5) **Earth Day Event - Event wrap-up** - Frank Riott and Deborah Nixon along with Linda Marcusen all attended and said that there was a good turn out and there was much interest in the tree that was raffled off.
- 6) **Fall Seminar - Planning** - The Board is looking at October 5, 2016 which is in place of the October meeting date. It was discussed how to potentially bring more people to the event. Terrance Gallagher suggested the Board think about creating a regular article to place in the PV Voice about tree information. There was also a suggestion to submit articles to the Shawnee Mission Post to get tree information and events out to the public. Rick Howell suggested potential speakers Susan with Loma Vista or Terry with Kat, either could discuss good trees for homeowners to plant in this area from a growers perspective. Deborah Nixon suggested Alan Branhagen with Powell Gardens as a potential speaker as well. Terrence Gallagher also suggested that he could provide the requirements for the Boy Scouts and how the Tree Board could look at involving them in some of their events as a way for them to earn credits. Frank Riott suggested Lenora with the Master Gardeners with a topic of pollinators and monarchs. Frank Riott also suggested a topic of what to plant and how to plant it. It was decided that Rick Howell would check with his contact at Loma Vista about a presentation on the growers point of view on landscaping and tree choices. Deborah Nixon said that she would contact MARC's Heartland Tree Alliance to see if Sarah Crowder was available as well to help with a question and answer session.

7) Tree Board Priorities

a) Landscape Recommendation Update - The Board updated the new members on their priority to pull together information to submit to Building and Planning on recommendations and concerns that the Tree Board has with new development. The group will move forward and disseminate the information and discuss at the next meeting.

b) Encouraging Street Tree Planting - The group discussed what would be needed to move forward on a planting event on a street that needs Right-of-way trees. They discussed having a planting party and having some sort of educational information available at the event or a speaker like Sara from MARC Tree Alliance. It was discussed to try and aim for a November 5th date for an event. The group needed to look at potential street candidates and bring those ideas to the next meeting. The asked about funding and Suzanne Lownes informed them that there was no budget for this event and that the Tree Board had \$500 in their fund but that if there were additional funds left in the Tree Planting budget they could be used. Suzanne Lownes said that she would look at the budget to see if looked as if there might be any funding left after the 2016 replants.

8) Old Business - None

9) New Business - Deborah Nixon gave a short evolution of the Tree Board. Suzanne Lownes sent the roster around for updating and said that she would email it out to the group once the changes had been made. She also handed out the Tree Board books for everyone to have a copy. Deborah Nixon also updated the group of the Corinth Hills tree program. Terrence Gallagher informed the Tree Board of the Scout project for the Windsor Park signs.

10) The next meeting agenda - the next meeting will be September 7, 2016

The meeting adjourned at 7:50 p.m.
Minutes prepared by Suzanne Lownes

Prairie Village Arts Council
Wednesday, July 6, 2016
5:30 pm
Prairie Village City Hall - 7700 Mission Road
Multi-Purpose Room

Meeting Minutes

The Prairie Village Arts Council met at 5:30 p.m. in the Multi-Purpose Room. Members present: Dan Andersen (chair), Shelly Trewolla, Wayne Wilkes, Betsy Holliday, Al Guarino, Julie Hassel, Art Weeks, and Stephen LeCerf. Also present was Wes Jordan (Assistant City Administrator) and Eric Mikkelson (Council Liaison).

Minutes - The May minutes were approved with a correction to the *RG Endres Gallery* account balance to reflect \$8,704.60.

Financial Report - Wes Jordan provided a budget report (attached) that provided the following fund balances: *RG Endres Gallery* - \$6,704.60 and *Municipal Arts* - \$22,850.44 for a total of \$29,555.04.

Council Report - Councilman Mikkelson congratulated the Arts Council on behalf of the City Council for their participation in the PV Arts Fair event and overall public attendance. Councilman Mikkelson said the City Council was finalizing the 2017 Budget which is projected to maintain the current mill levee which is largely attributed to increased revenues in appraised property values. The 2017 Budget will also provide funds for capital improvement projects and substantial improvements to parks. Councilman Mikkelson also said the City Council approved changes to building codes for residential construction that reduces the massing of structures. He also said the Council will be discussing the merits of breed specific language in the animal control ordinance specific to pit bulls. Dan Andersen asked about the status of "Town Square." Councilman Mikkelson said that Councilwoman Brooke Morehead is spearheading a concept of an improved entertainment venue to Harmon Park. It is likely the Park Board will consider those concepts as they work on the 5-year park plan. The City Council has approved a \$50,000 placeholder in the budget for a conceptual study on what possibilities could be considered for future improvements. Since the area is located within the center of the community the location is ideal for enhanced connectivity in relation to the two malls and continuation of bike/trail improvements. Councilman Mikkelson said he is a strong advocate for green and park space per capita such as the addition of Meadowbrook Park recently approved by the City Council.

Exhibits/Receptions

May Exhibit - Shelly Trewolla reported the reception for the Saturday Group was well attended and was an excellent show. She said the set up for the event went very smoothly. The Arts Council also discussed consideration of moving a table near the front entrance to be staffed for attendees to sign in and have better records of those attending such events.

June Exhibit - Betsy Holliday said the June exhibit was a nice event and evening. She said this event did require considerable time for wrapping art during set up and packing the art when the exhibit had concluded. Julie Flannagan helped with the logistics.

July Exhibit - Stephen LeCerf is the curator for the Seniors Group and the exhibit will be held on July 8, 2016. He said he will consider the idea of the table being near the front door for sign in as well as a way to complete surveys. The Seniors Group exhibit is expected to attract approximately 200 people - Dan Andersen, Shelly Trewolla, Wayne Wilkes, Betsy Holliday, Al Guarino, and Julie Hassel said they were planning to be present and assist with the event. Stephen asked for everyone to be there as early as possible to help with setting up for the exhibit.

August Exhibit - Art Weeks will be the curator for the exhibit. Art asked about coordinating improved publicity through press releases and other communication channels that were available through City resources. Wes Jordan said he would coordinate through Meghan Buom for work on the press release as well as the City's e-mail notification system.

Ongoing Business

New Website/Social Media - Wayne Wilkes reported the website is progressing and he is now ready to start inputting content and downloading images from Café. Wayne also explained how the website will interface with social media. The Arts Council discussed the need for improved training for all committee members in using and accessing the site. The Council decided to hold a meeting on July 27, 2016, for educational instruction and continued discussion on possibilities for improved communication about promoting the arts throughout the community.

Fundraising - Dan Andersen explained the Arts Council has routinely adopted Mission Statements for each event and he thought it would be important for the Finance Committee to also have an operational Mission Statement. The Arts Council discussed perspectives and thought processes for capturing the intent of the goal of a Mission Statement. After discussion and consideration of ideas, the Arts Council adopted the following Mission Statement: *The Mission of the Prairie Village Arts Council is to inspire and promote community interest and appreciation of the arts.*

Art Inventory - Dan Andersen explained the current inventory of art owned by the City has been acquired through the years from donations and direct purchases. The December Exhibit will feature pieces owned by the City. In determining what to do with pieces that may no longer be useful for exhibits or displayed in offices, Dan asked Wes Jordan to talk to the City Administrator to ascertain limitations on reducing unused inventory.

Art Council Vacancies - Dan Andersen said they are currently 2 vacancies to include 2 student openings on the Arts Council. Dan is hopeful those positions will be filled in the near future.

Jazzfest Booth - Dan Andersen reminded everyone that Jazzfest is September 10, 2016, and sought promotion ideas for the booth such as face painting that was popular last year. The Arts Council decided to continue face painting again this year and Shelly Trewolla volunteered to follow up with art students at Shawnee Mission East to see if they would be interested to participating in the event. Dan also discussed needed expenditures for the event and thought \$600.00 that had been previously estimated would not be enough to cover all expenses. The Arts Council authorized the \$600.00 that had been previously earmarked and an additional \$600.00 from Marketing for Jazzfest.

SOTA - Dan Andersen told the Arts Council that the Courtyard would not be available during SOTA due to construction. The area where the large tent had previously been located would be unavailable; however, the Council Chambers should be enough space in addition to the area just outside of the north entrance. Dan also said as time draws nearer a chair elect would need to be appointed to assist with the event. Dan recommended that Bill Rose, a previous Arts Council member, be selected as a juror. Dan reviewed the attached timeline and also asked the Arts Council to approve the expenditure of \$3,500.00 that had been allocated for the proposed awards structure: \$1,000 Best in Show, two \$750 Merit Awards, \$500 Peoples Choice, and five \$100 Honorable Mention awards. The Arts Council voted to approve the award expenditures. Wayne Wilkes discussed promoting voting through the website and possibly utilized as a means for onsite voting. Dan asked Wes Jordan about the possibility of selling "hard liquor" at the event. Wes said he would follow up and see if there were any current restrictions.

Statuary Committee - Dan Andersen said that he had asked Wes Jordan to explore the possibility of assigning Art Council member(s) to be a part of the statuary committee. Wes contact Mayor Wassmer who thought it would be a good idea. Al Guarino and Julie Hassel volunteered to be liaisons to committee.

Damaged Pedestal - The plexi-glass pedestal was damaged during Villagefest and that committee offered to reimburse for replacement. The Arts Council appreciated the offer but decided to just replace the pedestal with funds from the Gallery account.

Seniors Group - Dan Andersen told the Arts Council he would like to consider a seniors art competition next year due to the popularity of the Seniors Group exhibit. The idea will be explored in the future.

Adjournment - The meeting was adjourned at 7:50 p.m.

Prairie Village Arts Council
Wednesday, July 27, 2016
5:30 pm
Prairie Village City Hall – 7700 Mission Road
Multi-Purpose Room

Minutes of Informational Meeting Regarding New Word Press Web Site

Wayne Wilkes presented our new Prairie Village Arts Council web site and how to put content into it. Also present were Art Weeks and Betsy Holliday and Daniel Andersen.

Wayne demonstrated many features of the new website, and after some discussion, it was decided that each member of the Prairie village Arts Council would be added to the administrative page artspv.org/wp-admin as a “contributor.”

Arts Council Members may expect to receive an email within the week from the web site, which is artspv.org with a log in which will be assigned to us.

The present url PVAC.W2-design.com will continue to be active, but it is expected that ultimately (Wayne is aiming for August 24th) the City of Prairie Village arts page will simply show a link to the new web site.

A number of additions were made to the administrative page, including the installation of Betsy and Art as contributors.

The group was reminded that there would be no full Arts Council meeting in August but added a work session on Wednesday, August 24th at 5:30. The meeting will be informational about the website and to finalize the Peoples Choice award voting mechanism.

The next full meeting will be Wednesday, September 7th at 5:30 in the usual place.

The informational meeting was adjourned at 7:00 pm.

PRAIRIE VILLAGE ENVIRONMENT AND RECYCLE COMMITTEE

May 25, 2016

Pete Jarchow, for the Steering Committee, opened the meeting at 5:32 p.m.

Members attending were Pete, Karin McAdams, Penny Mahon, Maurine Kierl, Devin Scrogun, Thomas O'Brien, Robert Roberge and Margaret Goldstein. Caitlin Dix and Tim Schwartzkopf, Prairie Village Chief of Police, were visiting. Jori Nelson represented the city council.

Members approved the minutes from April.

Special request: Tim Schwartzkopf, Prairie Village Chief of Police on recycling or reusing wire clothes hangers.

- Police uniforms require frequent dry cleaning, and the designated local cleaners, like most others, return them on wire hangers. Those with jackets are paper-covered, and the cleaners will take those back, but they won't take back the pants hangers with cardboard tubes.
- Metal recyclers may not want them because of the twist in the metal and/or because of a presumed plastic coating on the wire. A great many of these hangers go to the landfill. Is there another way to deal with them?
- Someone at MARC (Mid-America Regional Council) is likely to know, and Penny Mahon offered to contact them.

Featured discussion: Penny Mahon leading a discussion on the points raised by Kristin Riott of Bridging the Gap in a recent presentation.

- Pollinators:
 - Mayor Laura Wassmer has signed the Mayor's Monarch Pledge and is enthusiastic about local efforts to support pollinators.
 - Keith Bredehoeft, Prairie Village Public Works Director, is managing the planting of a pollinator garden in Bennett Park.
 - Jori noted that the city is planning to redo the planting in front of City Hall, and feels that this is a good opportunity for input. Perhaps the grassy area in front could be made into a butterfly garden.
 - Finding or creating a tool for mapping pollinator gardens in Prairie Village could increase the effectiveness of the gardens.
- Ideas for encouraging tree planting and other useful initiatives:
 - Work with schools to engage in tree plantings, with student participation.
 - Partner with the Heartland Tree Alliance on tree-related activities. We should contact the Tree Board and then the Tree Alliance.
 - We could invite the Blue River Watershed Association to share our booth at the Village Fest.
 - A native garden tour in Prairie Village could help increase awareness and acceptance. The Kansas City Native Plant initiative could help.
- New business

- Maurine Kierl has arranged for the PVERC to have a booth at the Prairie Village Art Fair on June 3-5. She passed around a sheet for volunteer sign-up.
- Pete can pick up Monarch Watch pamphlets in Lawrence to be handed out at the art fair.

The meeting was adjourned at 7:00 p.m. The next meeting will be held at 5:30 on Wednesday, July 27 at 5:30 p.m.

Respectfully submitted,

Karin McAdams

CITY OF PRAIRIE VILLAGE

PROCLAMATION

Whereas, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

Whereas, national surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and

Whereas, the average infant or toddler requires an average of 50 diaper changes per week over three years; and

Whereas, diapers cannot be bought with food stamps or WIC vouchers, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and

Whereas, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare programs and quality early education programs; and

Whereas, the people of Prairie Village recognize that addressing Diaper Need can lead to economic opportunity for the state's low-income families and can lead to improved health for families and their communities; and

Whereas, Prairie Village is proud to support community organizations that recognize the importance of diapers in helping provide economic stability for families and distribute diapers to poor families through various channels; now

Therefore, I, Laura Wassmer, Mayor of the City of Prairie Village , do hereby proclaim the week of September 26th through October 2nd, 2016 as

DIAPER NEED AWARENESS WEEK

in the City of Prairie Village and encourage the citizens of Prairie Village to donate generously to diaper banks, diaper drives, and those organizations that distribute diapers to families in need to help alleviate diaper need in Prairie Village and environs.





Mayor Laura Wassmer



City Clerk



Date

CITY OF PRAIRIE VILLAGE

WHEREAS, a closer relationship between the citizens and associates of our excellent educational facility, Shawnee Mission East, is desired, we, hereby decree: That the City of Prairie Village, Kansas will be changed to Lancer Village, Kansas for the duration of one day – said day to be designated as LANCER DAY; and

WHEREAS, to properly note the occasion, blue, black and white will become the official colors and Lancer Village will be decorated with such colors; and

WHEREAS, Mazie Brooke, President of the Student Council, will with this proclamation take over the duties of Honorary Mayor of Lancer Village.

NOW, THEREFORE, I, Laura Wassmer, Mayor of the City of Prairie Village, do hereby proclaim Friday, September 2, 2016 to be

LANCER DAY

IN WITNESS THEREOF, I hereunto set my hand and cause the Seal of the City of Prairie Village, Kansas to be affixed this 2nd day of September, 2016.





Mayor Laura Wassmer



City Clerk



Date

CITY OF PRAIRIE VILLAGE

Constitution Week September 17 – 23, 2016

Whereas, September 17, 2016 marks the two hundred and twenty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

Whereas, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

Whereas, it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

Whereas, public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as constitution week;

NOW THEREFORE, I, Laura Wassmer, by virtue of the authority vested in me as Mayor of the City of Prairie Village in the State of Kansas do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

And ask our citizens to reaffirm the ideals the framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Prairie Village, Kansas, to be affixed at my office in the City of Prairie Village, Kansas, the 6th day of September, 2016.





Mayor Laura Wassmer



City Clerk


Date

**Council Members
Mark Your Calendars
September 6, 2016**

September 2016 Gary Cadwallader & Jodi Harsch in the R.G. Endres Gallery
September 6 Puppy Pool-ooza (Dog Swim) 5 p.m. to 7 p.m.
September 10 Prairie Village Jazz Festival 2:30 - 10:30 p.m.
September 19 City Council Meeting
September 22 Shawnee Mission Education Foundation Breakfast, Overland Park
Convention Center, 7:30 a.m.

October 2016 State of Arts in the R.G. Endres Gallery
October 3 City Council Meeting
October 8 - 10 League of Kansas Municipalities Conference, Overland Park
October 14 State of the Arts Reception in the R.G. Endres Gallery
October 20 City Council Meeting

November 2016 Jeff Foster, Jonathan Crabtree & Louanne Hein in the R.G. Endres
Gallery
November 7 City Council Meeting
November 21 City Council Meeting
November 24-25 City Offices Closed for Thanksgiving Holiday

December 2016 Chris Willey in the R.G. Endres Gallery
December 5 City Council Meeting
December 9 Mayor's Holiday Volunteer Party
December 19 City Council Meeting
December 26 City offices closed for the Christmas Holiday