

COUNCIL COMMITTEE OF THE WHOLE
Council Chambers
Monday, November 07, 2016
6:00 PM

AGENDA

TED ODELL, COUNCIL PRESIDENT

AGENDA ITEMS FOR DISCUSSION

- *COU2016-64 Consider approval of an agreement with The Standard for short term disability/long term disability insurance for employees
Amy Hunt

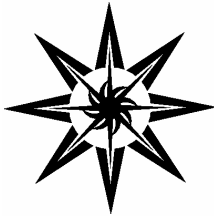
 - *COU2016-65 Consider adoption of Ordinance 2355 adopting the 2016 Uniform Public Offense Code for Kansas Cities and Ordinance 2356 adopting the 2016 Standard Traffic Ordinance for Kansas Cities, with certain changes, additions, and deletions
Chief Schwartzkopf

 - *COU2016-66 Consider approval of an agreement with Black and McDonald for maintenance of the streetlight system
Keith Bredehoeft

 - *COU2016-67 Consider approval of an agreement with Integrity Line Location Services for underground line location services related to the streetlight system
Keith Bredehoeft
- Presentation and discussion of 75th Street near Rosewood Drive - street
barricade
Keith Bredehoeft

EXECUTIVE SESSION

***Council Action Requested the same night**



ADMINISTRATION

Committee Meeting: November 7, 2016
Council Meeting Date: November 7, 2016

COU2016-64 Consider changing Short Term and Long Term Disability carriers.

RECOMMENDATION

Staff recommends the City approve The Standard as the new provider for employer-paid long-term coverage and employee-paid short-term coverage. This recommendation is a continuation of the medical benefits approval from October 17, 2016. At that time, the 2017 rates had not been received to include in that packet.

The current provider, Hartford is asking for a price increase from \$.295 to \$.388 (per \$100 of covered payroll) with a one year rate guarantee. This change would increase the City's annual cost by \$2,565. The Standard has agreed to maintain the \$.295 rate with a three year guarantee. Moving to The Standard will keep the City's annual cost of Long-Term Disability to approximately \$14,839.

SUGGESTED MOTION

Move that the committee approve changing from Hartford to The Standard as the City's disability carrier.

BACKGROUND

The City began using Hartford in 2011 as the provider for long-term disability coverage. This coverage is provided to the employees by the City. In 2013 short-term disability coverage was added and is paid 100% by the employee. The Standard has been the City's provider for Life Insurance and AD&D coverage since 2011.

FUNDING SOURCE

Employee insurance premiums are funded with the General Fund.

Prepared By:
Amy Hunt
Human Resources Manager
Date: November 1, 2016



Municipal Court/Police Department

Council Committee Date: November 7, 2016

Council Meeting Date: November 7, 2016

Consider adoption of the 2016 Uniform Public Offense Code for Kansas Cities and the 2016 Standard Traffic Ordinance for Kansas Cities, with certain changes, additions and deletions

RECOMMENDATION

Staff recommends that Governing Body adopt Ordinance No. 2355 adopting the Uniform Public Offense Code edition of 2016 (UPOC) and Ordinance No. 2356 adopting the Standard Traffic Ordinance edition of 2016 (STO) prepared and published by the League of Kansas Municipalities with certain sections amended, deleted and with additional and supplemental sections.

BACKGROUND

On an annual basis, the City receives the latest edition of the UPOC and the STO from the League of Kansas Municipalities. The 2016 UPOC and 2016 STO were reviewed against current City ordinances for any discrepancies. Any deletions or additions were reviewed and approved by the City Attorney in consultation with the Police Department. The following addresses changes to the 2016 UPOC and 2016 STO made by the attached ordinances.

UPOC Ordinance No 2355:

The Uniform Public Offence Code (“UPOC”), which is published annually by the League of Kansas Municipalities, includes about 100 public offenses which may be prosecuted in municipal courts. Some UPOC provisions have parallel provisions under state law (prosecuted by the District Attorney in state court) and some are local violations only. Prairie Village and Mission Hills have historically adopted the current annual version of the UPOC, with amendments. In 2015, both cities adopted the 2015 version of the UPOC with certain changes.

EXPLANATION OF CHANGES TO THE 2016 UPOC PROPOSED IN ORDINANCE NO. 2355 - All changes are consistent with prior versions of the UPOC as adopted by Prairie Village.

SECTION TWO incorporates and restates changes to the 2015 UPOC added by Ordinance No. 2348, originally adopted 2-16-16, amending the legal age to purchase tobacco products from 18 to 21.

SECTIONS THREE AND FOUR add offenses which are not included in the UPOC. These changes were made by PV to the 2015 and prior versions of the UPOC.

SECTION FIVE adds the offense of possession of firearms while under the influence as a City offense, incorporating the elements of the same offense under state law. The actions described in SECTION FIVE can be charged as either a state violation, prosecuted by the District Attorney, or a municipal court violation, prosecuted by the City Prosecutor. The LKM did not include this offense in the UPOC because it felt that it should be up to individual cities to include or not include as a municipal court violation by amending the UPOC. This change was made by PV to the 2015 and prior versions of the UPOC.

SECTION SIX modifies the 2016 UPOC version of the offense of unlawful discharge of firearms to delete exceptions to allow discharge of firearm to take wildlife, to defend against an animal attack, or to allow discharge using blanks (except as noted for ceremonial purposes). This change were made by PV to the 2015 and prior versions of the UPOC.

SECTION SEVEN deletes certain UPOC smoking offenses, covered elsewhere in the PV Code, and adds certain offenses not included in the UPOC. These changes were made by PV to the 2015 and prior versions of the UPOC.

A Summary of substantive changes to the 2016 UPOC itself is attached.

STO Ordinance No. 2356:

EXPLANATION OF CHANGES TO THE 2016 STO PROPOSED IN ORDINANCE NO. 2356 – All changes are consistent with prior versions of the STO as adopted by Prairie Village.

SECTION ONE: Incorporates 2015 Standard Traffic Ordinance for Kansas Cities and adds language (to include walking, jogging, running) from Prairie Village Municipal Code Ordinance 11-705, DEFINITIONS, PEDESTRIANS to the 2015 Standard Traffic Ordinance for Kansas Cities, Definition of Pedestrians. The definition addition carries over the same provision from 2015.

SECTION TWO: Establishes Prairie Village Municipal Code 11-602, SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES, which defines traffic offenses slightly more broadly than UPOC and infractions under the Prairie Village Municipal Code. Carries over same provision from 2015.

SECTION THREE: Establishes Prairie Village Municipal Code 11-603, PENALTY FOR SCHEDULED FINES, which establishes fines for offenses or infractions which do not have a penalty section under the 2015 Standard Traffic Ordinance for Kansas Cities or the Prairie Village Municipal Code. Carries over same provision from 2015.

SECTION FOUR: Modifies Article 4, Section 13.1(c) of the STO by allowing Public Works vehicles during snow to possess a traffic control signal device. Carries over same provision from 2015.

SECTION FIVE: Modifies Article 13, Section 107 of the STO by adding language allowing for remote control starts of vehicles. Carries over same provision from 2015.

SECTION SIX: Adds a Sec. 193(1) to Article 19 of the STO which requires driver's license holder to notify the Kansas Department of revenue- motor vehicles of a name or address change within 10 days of such change. Carries over same provision from 2015.

A Summary of substantive changes to the 2016 STO itself is attached.

FUNDING SOURCE

N/A

ATTACHMENTS

Ordinance 2355 - 2016 UPOC
Summary Changes to 2016 UPOC
Ordinance 2356 - 2016 STO
Summary Changes to 2016 STO

PREPARED BY

Catherine P. Logan
City Attorney
November 3, 2016

ORDINANCE NO. 2355

AN ORDINANCE REGULATING PUBLIC OFFENSES WITH THE CITY OF PRAIRIE VILLAGE, KANSAS; INCORPORATING BY REFERENCE THE “UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES” EDITION OF 2015, WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS; AND REPEALING EXISTING SECTIONS 11-101 THROUGH 11-109 OF ARTICLE 1 OF CHAPTER XI OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, 2003, ENTITLED “PUBLIC OFFENSES & TRAFFIC”.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

SECTION ONE Article 1 of Chapter XI, Section 11-101 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Prairie Village, Kansas, that certain code known as the “Uniform Public Offense Code,” edition of 2016, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections as are deleted, modified or supplemented hereby. No fewer than two copies of said Uniform Public Offense Code shall be marked or stamped, “Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas” with such additional sections clearly marked and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

SECTION TWO

Article 1 of Chapter XI, Section 11-102 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-102. Article 5 of the Uniform Public Offense Code, edition of 2016 is hereby amended by deleting existing Sections 5.6 and 5.7 and by inserting in place thereof the following:

Section 5.6 Purchase or Possession of Cigarettes or Tobacco Products by a Minor

It shall be unlawful for any person:

- (a) Who is under 21 years of age to purchase or attempt to purchase cigarettes, electronic cigarettes, liquid nicotine or tobacco products; or
- (b) Who is under 18 years of age to possess or attempt to possess cigarettes, electronic cigarettes, liquid nicotine or tobacco products. (K.S.A. 79-3321:3322, as amended).
- (c) For the purposes of this Section, the terms are defined in K.S.A. 79-3301 and amendments thereto, except liquid nicotine which is the active ingredient of the tobacco plant (nicotine) in liquefied

form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body.

Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be a minimum of \$25 and a maximum of \$100. In addition, the judge may require a person charged with violating this section to appear in court and/or may require completion of a tobacco education program.”

Section 5.7 Selling, Giving or Furnishing Cigarettes or Tobacco Products to a Minor.

(a) It shall be unlawful for any person, directly or indirectly, to:

(1) Sell, furnish or distribute cigarettes, electronic cigarettes, liquid nicotine or tobacco products to any person under 21 years of age; or

(2) Buy any cigarettes, electronic cigarettes, liquid nicotine or tobacco products for any person under 21 years of age.

(b) It shall be a defense to a prosecution under this section if:

(1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;

(2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, liquid nicotine or tobacco products to the person under 21 years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, electronic cigarettes, liquid nicotine or tobacco products; and

(3) To purchase or receive the cigarettes, electronic cigarettes, liquid nicotine or tobacco products, the person under 21 years of age exhibited to the defendant a driver’s license, Kansas non driver’s identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, electronic cigarettes, liquid nicotine or tobacco products.

(4) For purposes of this section the person who violates this section shall be the individual directly selling, furnishing or distributing the cigarettes, electronic cigarettes, or tobacco products to any person under 21 years of age or the retail dealer who has actual knowledge of such selling, furnishing or distributing by such individual or both.

(c) It shall be a defense to a prosecution under this subsection if:

(1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, electronic cigarettes, or tobacco products by mail; and

(2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53- 601 and amendments thereto, that the person was 21 or more years of age.

(d) For the purposes of this Section, the terms are defined in K.S.A. 79-3301 and amendments thereto, except liquid nicotine which is the active ingredient of the tobacco plant (nicotine) in liquefied form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body.

(e) As used in this section, “sale” means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes or tobacco products, with or without consideration. (K.S.A. Supp. 79-3302, 79-3321:79-3322).

Violation of this section shall constitute a Class B violation punishable by a minimum fine of \$200.

SECTION THREE

Article 1 of Chapter XI, Section 11-104 of the Code of the City of Prairie Village is hereby amended to read as follows:-

11.104. Article 6 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

Section 6.26 Unlawful Posting of Pictures and Advertisements

- (a) Unlawful posting of pictures and advertisements is:
- (1) The putting up, affixing or fastening of either or both to a traffic control device or traffic control standard or telegraph, telephone, electric light, power or other utility pole, but it is not unlawful to affix official traffic control devices to such poles; or
 - (2) The placement of either or both on public property other than as prescribed in subdivision 3 of this subsection;
 - (3) The placement of either or both on right-of-way without the consent of the landowner or the person in possession whose land lies along the right-of-way where such picture or advertisement is placed; or
 - (4) The placement of either on private property without the consent of the landowner or the person in possession of such property.
- (b) It is unlawful for any person within the city limits to tack, paste, paint, hang or place in any manner whatsoever, or cause to be tacked, posted, hung, or placed in any manner whatsoever, any handbills, dodgers, signs, or advertisements, written or unwritten, or printed matter, to or upon any telephone or telephone pole, sidewalk, or building in the city, or to throw, scatter or cause to be thrown or scattered, any handbills, dodgers or other advertisements or propaganda, or of written or printed matter or paper of any kind upon any street, alley, sidewalk, vacant lot, city property, or yard within the city limits.

Unlawful posting of pictures and advertisements is a Class C violation.

Section 6.27 Opening, Damaging or Removing Coin-Operated Machines

Opening, damaging or removing coin-operated machines is willfully and knowingly opening, removing or damaging any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services or any part thereof, with intent to commit theft.

Violation of this section is a Class A violation.

Section 6.28 Possession of Tools for Opening, Damaging or Removing Coin-Operated Machines

Possession of tools for opening, damaging or removing coin-operated machines is the possession of any key, tool, instrument or other device, or any drawing, print or mold of a key or other device or any explosive specifically designed for or suitable for the use in opening or breaking into any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services with intent to commit theft.

Violation of this section is a Class B violation.

SECTION FOUR

Article 1 of Chapter XI, Section 11-105 of the Code of the City of Prarie Village is hereby amended to read as follows:

11.105. Article 9 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

Section 9.14 Loitering

(a) Loitering is loafing, wandering, standing or remaining idle, either alone or in concert with others, in a public place in such manner so as to:

(1) Obstruct any public street, public highway, public sidewalk or public building or any other place of public access by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;

(2) Committing in or upon any public street, public highway, public sidewalk or public building or any other place of public access any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or public building or any other place of public access, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.

(b) When any person causes or commits any of the conditions enumerated in this section, a law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such order is guilty of a violation of this section.

Violation of this section is a Class C violation.

Section 9.15 Unsolicited Publications -- Penalty

(a) No person shall either directly or indirectly place or deposit or cause to be placed or deposited, upon any building or structures used for human abode, including the lot or lots upon which the structure is located or upon any right-of-way or city property within the city, any newspaper, magazine, publication or any other printed material if the owner or occupant of the structure has previously requested in writing that the publisher or deliverer of the material not place or deposit the material on the structure or lot.

(b) Exceptions. The provisions of this section shall not apply to distributions made through the U.S. Postal Service or any other private postal service.

(c) Penalties. Any person who violates the provisions of this section shall, upon conviction thereof, be punished for each such violation by a fine not exceeding \$100 for each such violation.

Section 9.16 Residential Picketing

It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual in the city or before or about any church in the city.

Every person convicted of violating this section shall be imprisoned for not more than one year or fined not more than \$2,500 or by both such fine and imprisonment, provided that any person convicted of a second or subsequent conviction shall be required to be confined to not less than five consecutive days in the county jail in addition to any penalty assessed, which period of imprisonment shall not be suspended nor the defendant placed on probation until the five consecutive days are served.

SECTION FIVE

Article 1 of Chapter XI, Section 11-106 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-106. Article 10 of the Uniform Public Offense Code, edition of 2016 is hereby supplemented to add the following:

10.3.1. Possession of a Firearm While Under the Influence

(a) Possession of a firearm under the influence is knowingly possessing or carrying a loaded firearm on or about such person, or within such person's immediate access and control while in a vehicle, while under the influence of alcohol or drugs, or both, to such a degree as to render such person incapable of safely operating a firearm.

(b) Possession of a firearm under the influence is a class A nonperson misdemeanor.

(c) This section shall not apply to:

(1) A person who possesses or carries a firearm while in such person's own dwelling or place of business or on land owned or possessed by such person; or

(2) the transitory possession or use of a firearm during an act committed in self-defense or in defense of another person or any other act committed if legally justified or excused, provided such possession or use lasts no longer than is immediately necessary.

(d) If probable cause exists for a law enforcement officer to believe a person is in possession of a firearm under the influence of alcohol or drugs, or both, such law enforcement officer shall request such person submit to one or more tests of the person's blood, breath, urine or other bodily substance to determine the presence of alcohol or drugs. The selection of the test or tests shall be made by the officer.

(e) (1) If a law enforcement officer requests a person to submit to a test of blood under this section, the withdrawal of blood at the direction of the officer may be performed only by:

(A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;

(B) a registered nurse or a licensed practical nurse;

(C) any qualified medical technician, including, but not limited to, an emergency medical technician-intermediate, mobile intensive care technician, an emergency medical technician-intermediate/defibrillator, an advanced emergency medical technician or a paramedic, as those terms are defined in K.S.A. 65-6112, and amendments thereto, authorized by medical protocol; or

(D) a phlebotomist.

(2) A law enforcement officer may direct a medical professional described in this subsection to draw a sample of blood from a person if the person has given consent or upon meeting the requirements of subsection (d).

(3) When so directed by a law enforcement officer through a written statement, the medical professional shall withdraw the sample as soon as practical and shall deliver the sample to the law enforcement officer or another law enforcement officer as directed by the requesting law enforcement officer as soon as practical, provided the collection of the sample does not jeopardize the person's life, cause serious injury to the person or seriously impede the person's medical assessment, care or treatment. The medical professional authorized herein to withdraw the blood and the medical care facility where the blood is drawn may act on good faith that the requirements have been met for directing the withdrawing of blood once presented with the written statement provided for under this subsection. The medical professional shall not require the person to sign any additional consent or waiver form. In such a case, the person authorized to withdraw blood and the medical care facility shall not be liable in any action alleging lack of consent or lack of informed consent.

(4) Such sample or samples shall be an independent sample and not be a portion of a sample collected for medical purposes. The person collecting the blood sample shall complete the collection portion of a document provided by law enforcement.

(5) If a sample is to be taken under authority of a search warrant, and the person must be restrained to collect the sample pursuant to this section, law enforcement shall be responsible for applying any such restraint utilizing acceptable law enforcement restraint practices. The restraint shall be effective in controlling the person in a manner not to jeopardize the person's safety or that of the medical professional or attending medical or health care staff during the drawing of the sample and without interfering with medical treatment.

(6) A law enforcement officer may request a urine sample upon meeting the requirements of subsection (d).

(7) If a law enforcement officer requests a person to submit to a test of urine under this section, the collection of the urine sample shall be supervised by:

(A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;

(B) a registered nurse or a licensed practical nurse; or

(C) a law enforcement officer of the same sex as the person being tested.

The collection of the urine sample shall be conducted out of the view of any person other than the persons supervising the collection of the sample and the person being tested, unless the right to privacy is waived by the person being tested. When possible, the supervising person shall be a law enforcement officer. The results of qualitative testing for drug presence shall be admissible in evidence and questions of accuracy or reliability shall go to the weight rather than the admissibility of the evidence. If the person is medically unable to provide a urine sample in such manner due to the injuries or treatment of the injuries, the same authorization and procedure as used for the collection of blood in paragraphs (2) and (3) shall apply to the collection of a urine sample.

(8) The person performing or assisting in the performance of any such test and the law enforcement officer requesting any such test who is acting in accordance with this section shall not be liable in any civil and criminal proceeding involving the action.

(f) (1) The person's refusal shall be admissible in evidence against the person at any trial on a charge arising out of possession of a firearm under the influence of alcohol or drugs, or both.

(2) Failure of a person to provide an adequate breath sample or samples as directed shall constitute a refusal unless the person shows that the failure was due to physical inability caused by a medical condition unrelated to any ingested alcohol or drugs.

(3) In any criminal prosecution for a violation of this section, if the court finds that a person refused to submit to testing when requested pursuant to this section, the county or district attorney, upon petition to the court, may recover on behalf of the state, in addition to the criminal penalties provided in this section, a civil penalty not exceeding \$ 1,000 for each violation.

(g) If a person who holds a valid license to carry a concealed handgun issued pursuant to K.S.A. 2013 Supp. 75-7c01 et seq., and amendments thereto, is convicted of a violation of this section, such person's license to carry a concealed handgun shall be revoked for a minimum of one year for a first offense and three years for a second or sub-sequent offense.

(h) In any criminal prosecution for possession of a firearm under the influence of alcohol or drugs, or both, evidence of the concentration of alcohol or drugs in the defendant's blood, urine, breath or other bodily substance may be admitted and shall give rise to the following:

(1) If the alcohol concentration is less than .08, that fact may be considered with other competent evidence to determine if the defendant was under the influence of alcohol or drugs, or both.

(2) If the alcohol concentration is .08 or more, it shall be prima facie evidence that the defendant was under the influence of alcohol.

(3) If there was present in the defendant's bodily substance any narcotic, hypnotic, somnifacient, stimulating or other drug which has the capacity to render the defendant

incapacitated, that fact may be considered to determine if the defendant was under the influence of alcohol or drugs, or both.

(i) The provisions of subsection (h) shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether or not the defendant was under the influence of alcohol or drugs, or both.

(j) Upon the request of any person submitting to testing under this section, a report of the results of the testing shall be made available to such person. (2013 HB 2578, Section 6)

SECTION SIX

Article 1 of Chapter XI, Section 11-107 of the Code of the City of Prairie Village is hereby amended to read as follows:

11.107. Article 10 of the Uniform Public Offense Code, edition of 2016 is hereby amended by deleting existing Section 10.5 and by inserting in place thereof the following:

10.5 UNLAWFUL DISCHARGE OF FIREARMS.

(a) Unlawful discharge of firearms is the discharging or firing of any gun, rifle, pistol, revolver or other firearm within the city.

(b) This section shall not be construed to apply:

(1) If the firearm is discharged in the lawful defense of one's person, another person or one's property;

(2) To the discharge of firearms by any duly authorized law enforcement officer when necessary in the discharge of his or her official duties;

(3) To the discharge of firearms in any licensed shooting gallery or licensed shooting range; or

(4) To firing squads for ceremonials as approved by the Chief of Police.

Unlawful discharge of firearms is a Class B violation. (KSA 21-6308a)

SECTION SEVEN

Article 1 of Chapter XI, Section 11-108 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-108. Article 10 of the Uniform Public Offense Code is hereby amended to delete sections 10.24, Smoking Prohibited, 10.25, Smoking-Posted Premises and 10.26, Smoking Prohibited-Penalties and supplemented to add the following provisions:

Section 10.27 Intoxicating Liquor and Cereal Malt Beverage -- Consumption and Possession of Open Containers Prohibited at Certain Places

It is unlawful for any person to drink, consume, or possess an open container of alcoholic liquor or cereal malt beverage upon the public streets, alleys, roads or highways, or upon property owned by the City.

(a) The provisions of this section shall not apply to the consumption or possession of alcoholic liquor or cereal malt beverage upon property owned by the city and operated as the Prairie Village Community Center; provided further, that no person

shall possess or consume any alcoholic liquor or cereal malt beverage at the Prairie Village Community Center unless:

- (1) That person is in attendance at an event or a function for which permit authorizing the serving and consumption of liquor and beer has been previously issued by the city, and
- (2) The liquor or beer being consumed has been provided by the individual, person, or organization to which the permit has been issued.

Violation of this section is a Class C violation.

Section 10.28 Drunkenness

It is unlawful for any person to be drunk on any highway, street or in any public place or building in the city.

Violation of this section is a Class B violation.

Section 10.29 Impersonating an Officer

It is unlawful for any person to exercise or to assume to exercise any of the powers conferred upon any police officer, or to represent himself or herself to be any such officer, or to possess the power and authority thereof, unless such person is a duly authorized officer of the law.

Violation of this section is a Class B violation.

Section 10.30 Vehicles in City Parks

It is unlawful to run, stand or park any motor vehicle or motorized bicycle through or across or over any part of any city park, other than roadways or parking areas so designated.

Violation of this section is a Class C violation.

Section 10.31 Smoking on Common Carrier Buses -- Penalty

- (a) No person shall smoke or carry in his or her hand a lighted cigar, cigarette or pipe, while in or upon any motorbus operated in common carrier passenger service upon the streets or public ways of the city.
- (b) Any person who shall violate any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$5 nor more than \$100.

Section 10.32 Public Urination or Defecation

No person shall urinate or defecate in any place open to the public or while exposed to public view, except while using appropriate fixtures in a restroom or other facility designed for the sanitary disposal of human waste.

Violation of this section is a Class C violation.

Section 10.33 Public Nudity

No person shall knowingly or intentionally appear in a state of nudity in a public place. Nudity is defined as the showing of the human male or female genitals, pubic area or buttocks with less than a full opaque covering; the showing of the female breast with less than a full opaque covering of any portion thereof below the top of the nipple; or the depiction of covered male genitals in a discernible state of sexual arousal.

Violation of this section is a Class A violation.

SECTION EIGHT

Article 1 of Chapter XI, Section 11-109 of the Code of the City of Prarie Village is hereby added to read as follows:

11-109. Article 11 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

Section 11.13 Window Peeping

Window peeping is the going upon property owned or occupied by another without such person’s consent for the purpose of looking into any window, door, skylight or other opening into a house, room or building.

Violation of this section is a Class A violation.

SECTION TEN

Article 1 of Chapter XI, Sections 11-101 through 11-109 of the Code of the City of Prarie Village are hereby repealed.

SECTION ELEVEN

This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED THIS ___ DAY OF _____, 2016

Laura Wassmer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney

Summary of Changes in 2016 UPOC (excluding “technical” and clean up items)

UPOC Section 3.2 BATTERY AGAINST A LAW ENFORCEMENT OFFICER: amended to include in definition of “attorney” city attorney, assistant city attorney, city prosecutor and assistant city prosecutor (previously defined as county attorneys, district attorneys, attorneys general and public defenders and assistants to each of those).

Section 3.12 Breach of Privacy. (Amended by HB 2501) to exclude from the offense of Breach of Privacy: “(2) a provider of an interactive computer service, as defined in 47 U.S.C. § 230, for content provided by another person; (3) a radio common carrier, as defined in K.S.A. 66-1,143, and amendments thereto; and (4) a local exchange carrier or telecommunications carrier as defined in K.S. A. 66-1,187, and amendments thereto.”

Section 5.8 Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor; 18-21. (Amended by SB 133) creating three circumstances which persons would be immune from prosecution under this ordinance relating to medical help.

Section 6.1 Theft. (Amended by HB 2462) Previously misdemeanor theft was \$1000 and lower; that threshold was raised to \$1500 and lower.

ORDINANCE NO. 2356

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," EDITION OF 2016; WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS; AMENDING AND REPEALING EXISTING SECTIONS 11-601 THROUGH 11-607 OF ARTICLE 6 OF CHAPTER XI OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, 2003, ENTITLED "STANDARD TRAFFIC ORDINANCE".

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

SECTION ONE

Article 6 of Chapter XI, Section 11-601 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-601. INCORPORATING STANDARD TRAFFIC ORDINANCE AND ADDING A SUBSECTION TO THE DEFINITION OF PEDESTRIAN

A. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Prairie Village, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2015, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. Not less than two copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, municipal judges and all administrative departments of the city charged with the enforcement of the ordinances shall be supplied, at the cost of the city, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted and changed as may be deemed expedient.

B. Article 1, Section 1, DEFINITIONS, "Pedestrian" of the Standard Traffic Ordinance for Kansas Cities, Edition of 2016, is hereby amended by adding the following subsection (d) to the definition of "Pedestrian":

(d) The term pedestrian includes individuals who are walking, jogging or running within the city limits of Prairie Village, Kansas. When this article requires that pedestrians walk in a certain fashion, the term walk shall be defined to include the acts of running and jogging.

SECTION TWO

Article 6 of Chapter XI, Section 11-602 of the Code of the City of Prarie Village is hereby adopted to read as follows:

11-602. SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

(a) An ordinance traffic infraction is a violation of any section of this article that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. Supp. 8-2118.

(b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

SECTION THREE

Article 6 of Chapter XI, Section 11-603 of the Code of the City of Prarie Village is hereby adopted to read as follows:

11-603. PENALTY FOR SCHEDULED FINES.

(a) The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judges establish a fine in a fine schedule shall not be more than \$500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.

(b) Every person convicted of a violation of any of the provisions of this ordinance for which another penalty is not provided by this ordinance or by the schedule of fines established by the judge of the municipal court shall be punished for first conviction thereof by a fine of not more than \$500 or by imprisonment for not more than one month or by both such fine and imprisonment; for a second such conviction within one year thereafter that person shall be punished by a fine of not more than \$1,000 or by imprisonment for not more than six months or both such fine and imprisonment; upon a third or subsequent conviction within one year after the first conviction such person shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one year or by both such fine and imprisonment. (K.S.A. 8-2116; K.S.A. 21-4503; K.S.A. 21-4503a).

SECTION FOUR

Article 6 of Chapter XI, Section 11-604 of the Code of the City of Prarie Village is hereby adopted to read as follows:

11-604. TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES

Article 4, Section 13.1(c) of the Standard Traffic Ordinance for Kansas Cities, Edition of 2016, is hereby amended by deleting and replacing subsection (c) with the following:

“(c) The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency or public works vehicles, in the course of such person’s emergency or public safety duties:

- (1) Publicly owned fire department vehicles
- (2) Publicly owned police vehicles
- (3) Motor vehicles operated by ambulance services permitted by the emergency medical services board; or
- (4) Publicly owned public works vehicles during snow removal operations.”

SECTION FIVE

Article 6 of Chapter XI, Section 11-605 of the Code of the City of Prarie Village is hereby amended to read as follows:

11-605. UNATTENDED MOTOR VEHICLE.

Article 13, Section 107 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2016, is hereby amended to read as follows:

“**Sec. 107. Unattended Vehicles.** No person either operating or in charge of a motor vehicle shall leave the vehicle unattended and unlocked on either a public or private area within the City unless the ignition of such vehicle is in the locked position, the keys are removed from the ignition and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway. These provisions shall not apply if the windows are closed and the doors locked or the vehicle is in a closed and secure building or when an engine has been activated by a remote starter system when the keys are not in the motor vehicle. A vehicle shall be presumed unattended if the owner or person in charge of the vehicle is not in the vehicle or is not in the immediate vicinity so as to have direct control or access to the vehicle.”

SECTION SIX

Article 6 of Chapter XI, Section 11-606 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-606. DRIVER’S LICENSE NOTICE OF CHANGE OF ADDRESS OR NAME:

Article 19, Sec. 193 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2016, is hereby amended by adding Sec. 193(1) to read as follows:

“Sec. 193(1) Driver’s License Notice of Change of Address or Name. Whenever any person, after applying for or receiving a driver’s license shall move from the mailing address or residence address named in such application or in the driver’s license issued to such person, or when the name of the licensee is changed by marriage or otherwise, such person, within ten (10) days thereafter, shall notify the Kansas Department of Revenue motor vehicles division in writing of such person’s old and new mailing and / or residence address and / or of such former and new name(s) and the driver’s license number of such person.”

SECTION SEVEN

Article 1 of Chapter XI, Sections 11-601 through 11-607 of the Code of the City of Prairie Village are hereby repealed.

SECTION EIGHT

This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED THIS 7th DAY OF NOVEMBER, 2016.

Laura Wassmer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney

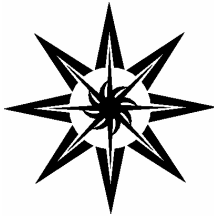
Summary of Changes in 2016 STO (excluding “technical” and clean up items)

STO Sections 30, 30.1 and 30.2

Under K.S.A. 8-1025, refusing to submit to an alcohol or drug test was a separate offense, with penalties, in addition to the Driving Under the Influence (DUI) penalties. Prior versions of STO Section 30 incorporated K.S.A. 8-1025.

In February, 2016, the Kansas Supreme Court ruled that K.S.A. 8-1025 was unconstitutional. As a result the League of Kansas Municipalities removed those provisions from the STO

While the refusal to submit to an alcohol or drug test is no longer a separate misdemeanor offense in the STO, the refusal to submit to an alcohol or drug test can still result in an administrative suspension of the person’s driver’s license.



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: November 7, 2016

Council Meeting Date: November 7, 2016

CONSIDER AGREEMENT WITH BLACK AND MCDONALD FOR STREETLIGHT MAINTENANCE SERVICES.

RECOMMENDATION

Execute the agreement with Black and McDonald for maintenance of the streetlight system for \$176,175.

BACKGROUND

On November 1, 2016 the streetlight system in Prairie Village was purchased from KCPL. With the purchase of the system we now have to maintain and make repairs to the system ourselves. This work and associated costs were contemplated when deciding to purchase the streetlight system. This agreement includes the yearly cost to maintain the streetlight system as well as the installation costs to upgrade to LED heads. The actual heads will be purchased directly by the City under a separate contract. We bid these services and two bids were received as summarized below. This agreement will renew for two one year periods.

	General <u>Maintenance</u>	LED Head <u>Installation</u>	<u>TOTAL</u>
Black and McDonald	\$ 55,890	\$ 121,086	\$176,175
Mark One	\$ 111,780	\$ 196,168	\$307,948

This yearly cost correlates to about \$27.00 per streetlight per year to maintain the system. Based on other City's costs for similar work it is a good price. Black and McDonald maintains several other City's streetlights and was KCPL's contractor that maintained the streetlights in Prairie Village. Given the above information we recommend award of the contract to Black and McDonald.

This agreement also established Unit Prices for changes and modifications to the street light system that are not considered maintenance. Black and McDonald was the low bid for our estimated quantities for various street light items. The cost for these items is shown below.

	<u>Total Bid</u>
Black and McDonald	\$ 95,385
Mark One	\$ 183,993

FUNDING SOURCES

Funds for this work will come from the City's operations budget for streetlights.

ATTACHMENTS

Agreement with Black and McDonald

PREPARED BY

Keith Bredehoeft, Public Works Director

November 1, 2016

AGREEMENT FOR STREET LIGHT MAINTENANCE SERVICES

This Agreement, made this October day of 2014, by and between *Custom Lighting Services LLC dba Black McDonald*, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2016 through 2017 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 **Service Specifications**

- 1.1 The Contractor will provide services as set forth in Exhibit A attached herein and incorporated herein by reference, (hereinafter the "Services").
- 1.2 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Codes Office located at 7700 Mission Road, Prairie Village, Kansas 66208..
- 1.3 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.4 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.5 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 **General**

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 Public Works Director, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact the Public Works Director to schedule work. All routine work should be performed between 7am through 7pm weekdays unless otherwise scheduled or approved by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to the Public Works Director.

- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.7 Insurance.
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 Term: The initial term of this Agreement is for one (1) year (the "Initial Term") commencing for the period of November 1, 2016 through November 1, 2017 with the option to extend the term of this Agreement for two (2) additional one (1) year periods. At the end of this Initial Term, this Agreement will automatically renew for another two (2), one (1) year periods unless either party provides notice to the other party in writing of the intent not to renew the Agreement or unless the Agreement is terminated as provided herein. Contractor may terminate this agreement by giving sixty (60) days prior written notice to the City. The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs. Either party may terminate this Agreement immediately upon a default by the other party.
- 2.10 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

- 2.11 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify, defend and hold harmless the City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the intentional or negligent acts, errors, or omissions of the Contractor or its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.
- 2.12 Applicable Laws and Permits.
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
- B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.13 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.14 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.15 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.16 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.17 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

- 2.18 Supplemental Agreements: This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by a written supplemental agreement. If notice of any change in Services affecting the general scope or provisions of the Agreement is a requirement of any insurance policy held by the Contractor as a requirement of this Agreement, the giving of such notice shall be the Contractor's responsibility.
- 2.19 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 2.20 Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Contract shall be unaffected thereby and shall continue to be valid and enforceable.
- 2.21 Without in any manner limiting Contractor's responsibilities as provided elsewhere in this Contract, the Contractor shall assume full responsibility for the protection of all public and private property along, beneath, above, across or near the sites of the Services being performed under this Contract, or which are in any manner affected by the prosecution of the Services. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Services from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.

3.0 Fees

- 3.1 Total Fee: City agrees to pay Contractor for the actual work performed at the unit costs set forth in Exhibit A, which is attached hereto and incorporated by reference into this Agreement.

If any additional services beyond the Services outlined in the Scope of Services set forth in Exhibit A are deemed necessary, the compensation for said services shall be outlined in a supplemental agreement as required above.

1. **Initial Term Service Billing.** The Initial Term Services (Line A of Unit Price Proposal) unit price to replace approximately 1736 luminaires (final quantity may fluctuate 5% and should not impact unit pricing) as described in Exhibit A is 69.75 per unit. A "unit" is described as one fixture.

Invoices for this work, as completed, will be submitted to the City on the first of each month for the four (4) month, one-hundred twenty (120) day period granted for the services commencing upon delivery of the materials to the Contractor.

Based on the estimated replacement of 1736 luminaires, the total cost of this initial term line item will be a one-time expense of (Line A Total): \$ 121,086.

2. **Unit Price Service Billing.** The Unit Price Services (Line B of Unit Price Proposal) unit price to maintain 2070 LED lights as described in Exhibit A is 27.00 per unit per year. A "unit" is described as one fixture.

The annual Unit Price Service invoicing shall be billed in 12 equal monthly installments. Monthly invoices will be submitted to the City on the first of each month for the proceeding monthly maintenance services.

Based on the estimated 2070 LED street light quantity, the total cost of this line item will be (Line B Total): \$ 55,990 per year.

The total number of streetlights may vary or lights may be added to the inventory. The total amount paid for the Unit Price Service will be based on the actual number of streetlights on a per unit per year price.

3. **Added Cost Work Billing.** The Added Cost Work Services (Line C of Unit Price Proposal) unit prices as described in Exhibit A represent an estimated annual service expense of (Line C Total): \$ 95,385 per year.

This line item represents only an estimated annual quantity, based on need and available annual budget, and not a guaranteed service quantity amount.

Monthly invoices for this work will be submitted to the City on the first of each month for the preceeding completed monthly maintenance services.

4. **Locating Services Billing.** The Locating Services (Line D of Unit Price Proposal) unit prices as described in Exhibit A represent an estimated annual service expense of (Line D Total): \$ 41,000 per year.

This line item represents only an estimated annual quantity, and is not a guaranteed service quantity amount.

Monthly invoices for this work will be submitted to the City on the first of each month for the preceeding completed monthly service. Invoice will break down level of response effort required (ie: no locate, field located, emergency locate).

City agrees to pay Contractor for invoiced services within thirty (30) days of invoice.

4.0 References

4.1 The Contractor will provide three (3) references of comparable work from the last twelve (12) months.

Company: City of Kansas City, MO

Contact: Mahmoud Hadjian

Phone #: 816-513-9852

Email: mahmoud.hadjian@kcmo.org

Brief Description on Work: Streetlight Maintenance Services for 19 yrs. on 93,000+ streetlights. Scope includes group relamping, night patrol, asset management, 3rd party damage claims recovery, warranty tracking, etc. LED Pilot Projects

Company: Kansas City Power & Light

Contact: Carol Vallejo

Phone #: 816-245-3619

Email: carol.vallejo@kcpl.com

Brief Description on Work: Streetlight Maintenance Services for 14+ years, Scope includes night/day patrols, asset management, LED Pilot project, current LED replacement program of 30,000+ streetlights in KC Metro.

Company: City of Overland Park, KS

Contact: Rich Profazier

Phone #: 913-327-1606

Email: rich.profazier@opkansas.org

Brief Description of Work: Streetlight Maintenance Services for 3 years. Scope includes night patrols, entering information into Lucity for the City, asset management, 3rd party damage claims recovery, warranty tracking, etc.

Signature page follows:

IN WITNESS WHEREOF, the City has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF PRAIRIE VILLAGE

[CONTRACTOR]

By: _____

By: 

Laura Wassmer

Jennifer Mathes

Mayor

Maintenance Manager

City of Prairie Village

Black & McDonald

7700 Mission Road

6001 Front St

Prairie Village, Kansas 66208

Kansas City, MO 64120

816-410-8633

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, Catherine Logan

(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

STREET LIGHT MAINTENANCE AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. GENERAL

The scope of work generally intended under this Agreement is to maintain and keep in good repair approximately 2070 designated street lights which have been purchased from KCP&L. The specific performed tasks shall include a one-time group LED relamping, routine and non-routine maintenance and/or repair work as specified herein.

II. CONTRACTOR REQUIREMENTS

A. The Contractor shall be authorized to operate in the state of Kansas, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the appropriate state and local agencies.

B. The Contractor shall assume full responsibility for damage to City property caused by the Contractor's employees or equipment as determined by designated personnel.

C. The Contractor shall perform all work in a safe manner and be solely responsible for the safety and well-being of its employees and others relative to the Contractor's work, work procedure, material, equipment, transportation, traffic control, and related activities and equipment. This includes all traffic control measures when working on lights/poles which hang over street areas.

D. The Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

E. Upon request, Contractor shall submit its company safety program to the City. The program shall include requirements applicable to the scope of its work and the protection of the Contractor's employees and the public relative to the Contractor's work. The safety program documents may be reviewed and approved by the City prior to notice to proceed.

III. WORK DESCRIPTION

A. Initial Term Services

Line Item

1. **Luminaire Replacement.** A group relamp of the City's non-LED street lights, estimated at 1736 of 2070 total luminaires, will be performed by Contractor within one-hundred twenty (120) days of delivery of the City selected LED luminaires to the Contractor.

City will be competitively select the LED lights under a separate bid, with direct delivery of the materials to the Contractor awarded this work. The provided LED lights will be ordered such that there is an appropriate equivalent number of LED wattage luminaires that correspond to existing HPS wattages. The Contractor is responsible for installing correctly corresponding fixtures.

Contractor shall submit a weekly schedule to the City during the 120-day period with updates as necessary indicating locations of work crews.

At the time of relamping, the Contractor shall check the operation of the luminaire and photocell to make sure that all components are functioning properly. The photocell and any other materials shall be replaced as necessary, with a like material, to assure proper operation of the light as a part of this bid. The Contractor shall be responsible for ultimate disposal of all replaced equipment.

City of Prairie Village Performance Bond and Maintenance Bonds will be required for the Luminaire Replacement and all costs to provide shall be included in the unit price for Luminaire Replacement.

B. Unit Price Services

Line Item

2. **Annual Street Light Maintenance**

The Contractor shall maintain and keep in good repair each of the designated street lights for annual unit price service fee per light. The Annual Street Light Maintenance Fee unit price services shall include the following:

- a. **Customer Service/Dispatch.** Contractor shall provide a twenty-four (24) hour customer service/dispatch contact number for lighting inquiries, outage reports and make safe needs identified by City. City shall primarily receive initial calls and notify Contractor. Contractor responsible for repairs and return notification via email to City so that City may respond to customer as required. The Contractor and the City will develop a procedural means to record the Contractor's work in the City's work order management system. Lucity is the City's current work management system.

- b. **Outage Monitoring.** Contractor shall regularly monitor all of the designated street lights for outages. In addition to reports made to the Contractor's call center, the Contractor shall conduct a night patrol of designated street lights once every 3 months and provide a written summary report.
- c. **Records and Monthly Reporting.** Contractor shall provide monthly report to verify repair activity, response times, and source of repair request. Contractor's records will be made available to the City and in a format allowing the records to be integrated into the City's existing work order management system. Where reasonably practical this may include having the Contractor directly enter their work order history into the City's computer data base.
- d. **Streetlight System Data.** The City will provide available street light system data to the Contractor who will maintain and manage an electronic database of the designated street lights covered under this Agreement.
- e. **Material Management.** The Contractor shall purchase and maintain, at its cost, a parts inventory of sufficient quantity to be able to perform these services. All parts and material costs which are part of the performance of Unit Price Services for Annual Street Light Maintenance is considered incidental. The Contractor warrants that products furnished conform to the requirements specified, are of good merchantable quality and suitable for the purpose intended.
- f. **Maintenance Incidentals.** In addition to the incidental materials, all labor and equipment to repair/replace the light components, conductors, cables, fix leaning poles to remediate danger to the public, inspect all components and make incidental repairs are also considered incidental to the annual service fee.
- g. **Third Party Damages (knockdowns and cable cuts).** Contractor shall make safe all repairs to downed poles or cut cables at no additional cost to the City. Contractor shall be subrogated to the City's interest and rights of recovery in all street lights which Contractor repairs or replaces, as part of maintenance services provided as a result of any actions by a third party. The City agrees to provide necessary information and assistance to the Contractor for enforcement of its subrogation rights to the extent that such information is uniquely available to the Contractor only from the City, and to the extent such information is not otherwise privileged.
- h. **Poles and Mast Arms.** Contractor is responsible for maintaining, replacing and/or repairing all parts of the designated street lights including the structural components.

- i. **Make-Safe Services.** Contractor shall remove conditions of public peril within one (1) hour of notification of such condition. Conditions include, but are not limited to downed poles and/or power lines from streets associated with street lighting. Conditions not considered to present public peril shall be removed within four (4) hours. Upon securing and making the area safe to the general public, the Contractor will immediately notify the City's Public Works Department:

913-385-4647 (If not during business hours, leave a message indicating location, type of incident, and time it was made safe.)
- j. **Spot Relamping.** Contractor shall commence repairs of early lamp burnouts or day burners within two (2) business days of notification or patrol discovery; repairs will include lens cleaning and interior wiping of the luminaire. Contractor shall furnish lamps and photocells.
- k. **Repair Response.** Contractor to respond to light out calls within two (2) business days. In most cases, repairs will be made immediately. However, some maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required; Contractor shall complete as soon as reasonably possible; however, not longer than fourteen (14) days after knowledge of the outage.
- l. **Decorative Poles.** The maintenance services will include any decorative poles and fixtures under the same provisions. The City will work with the Contractor on selection of replacement decorative poles.
- m. **Permits and Responsibilities.** The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of work. The City agrees to furnish permits required by the City to the Contractor at no charge.

C. Added Cost Work

Repair services shall be made by the Contractor at the request of the City to address unexpected repairs to the street lighting system that are outside of the scope as defined for Unit Price Services. Repair work shall be paid by the unit for items as identified in the Unit Price Proposal and further defined in this Scope of Work.

The estimated services in the Unit Cost Proposal are only an annual estimate and do not guaranty the availability or extent of the City services needed during the term of the Agreement.

Line Items

- 3. Remove and Replace LED Luminaire (Reuse Mast Arm).** Contractor shall remove an existing luminaire at the request of the City and replace it

with an LED that matches the materials provided to the Contractor as part of the Initial Term services of this Agreement.

4. **Remove and Replace Mast Arm.** Contractor shall remove an existing luminaire and mast arm at the request of the City and replace it with an appropriate LED and mast arm.
5. **Remove and Replace Steel Pole.** Contractor shall provide all labor, materials, and equipment to remove existing pole and install a new pole on the existing base. New pole shall include new pole and bracket cable, new fuse connectors, cable connectors, and a new replacement luminaire.
6. **Remove and Replace Steel Pole and Base.** Contractor shall provide all labor, materials, and equipment to remove existing pole and base for complete replacement. New pole shall include new pole and bracket cable, new fuse connectors, cable connectors, new replacement luminaire, and new base.
7. **Underground Cable Repair with Splice.** For direct buried cable the Contractor shall expose the damaged cable and repair with underground gel splice kit. Underground repair with splice shall include the repair of up to 2 cables and may require 2 gel kits per splice with a short section of new wire or may require new wire to the adjacent fixture. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.
8. **Conduit Repair.** Contractor shall repair conduit by exposing damaged area, removing electrical cable, repairing conduit with up to 10 feet of new conduit and replacing electrical wiring. If wiring has been damaged Contractor shall replace the wiring with new from pole to pole or from pole to junction box as directed by the City. New wiring shall be paid for by the lineal foot as bid for Installed Wire in Conduit. Repairs required to splices or pole makeup shall be paid for the appropriate item as required for this repair. All ground restoration and repairs shall be subsidiary to the conduit installation.
9. **Paint Pole.** Contractor shall paint pole with Sherwin Williams Silver-Brite Heavy Duty Rust Resistant Aluminum Paint or approved equal. Metal surfaces shall be properly cleaned in accordance with the manufacturers recommendations and the appropriate primer shall be applied as needed. When completed, the Contractor shall repaint with black 2 inch stencil the appropriate pole number.
10. **Straighten Leaning Pole.** Contractor shall provide all labor, equipment and materials necessary to straighten and level a leaning pole that is not in danger or causing public harm.
11. **Relocate Steel Pole and Base along Existing Underground Line.** Contractor shall provide all labor, materials, and equipment to remove

existing pole and base and relocate all equipment to a new location along the existing underground circuit. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.

- 12. Directional Bore or Trench.** Conduit shall provide conduit in the length requested by the City to be bored or trenched between fixtures or between junction box and fixture. Minimum length of conduit payment shall be 50 feet per location. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.
- 13. Directional Bore or Trench** (With rock Surcharge). Recognizing the potential for substantial rock. This unit price, when encountered and agreed upon by the City, may be substituted in place of Line Item 13.
- 14. Install New Street Light Pole.** Contractor shall install a completely new street light pole and foundation. Unit price includes all labor, equipment, and materials associated with the new installation of a standard City 30 foot streetlight pole, mast arm, LED luminaire, and all cables/conductors/ground wiring.

The City may from time to time have requests for new street light poles on new circuits. A combination of Line Items 12 or 13, and 14-22 shall be used as pricing for an agreed upon scope of work as need arises.
- 15. Pole Makeup.** Contractor shall provide all fuse connectors and cable connectors to makeup a complete new connection to a pole. One pole makeup will require 3 fuse kits and 3 cable connectors.
- 16. Set Junction Box.** Contractor shall install Type I or Type II junction box as directed by the City. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.
- 17. Set Street Light Controller.** Contractor shall install a concrete pad mounted, photocell controlled, street light control center. Control center will be standard to the Johnson County region (Millbank, Myers, Pacific Utility Products or approved equal) with pad and controller constructed per manufacturer recommendation. Price includes all equipment, labor, materials to construct controller and properly restore disturbed area.
- 18. Set Street Light Meter.** Contractor shall provide installed street light meter enclosure and coordinate and pay all non-City fees and permits associated with the installation of the meter by the appropriate power company.
- 19. Install 3c #4 in Conduit.** Price per linear foot of 3 conductor #4 wire in conduit as agreed upon between the Contractor and City and directed by the City.
- 20. Install 1c #4 in Conduit.** Price per linear foot of a 1 conductor #4 wire in conduit as agreed upon between the Contractor and City and directed by

the City.

21. Install 3c #8 in Conduit. Price per linear foot of 3 conductor #8 wire in conduit as agreed upon between the Contractor and City and directed by the City.

22. Install 1c #8 in Conduit. Price per linear foot of a 1 conductor #8 wire in conduit as agreed upon between the Contractor and City and directed by the City.

D. Locating Services

Line Item

23. Cable Location Service. Cost per Kansas One-Call locate ticket for underground City streetlight locations. Contractor to receive incoming tickets, dispatch locators, mark streetlights, and notify excavators as appropriate.

IV. WORK STANDARDS

- A. All of the designated street lights will be field checked by the Contractor for proper operation each month. Street lights found not functioning during the field check will be repaired upon discovery if possible.
- B. All installed material items used will be new, unless otherwise agreed to by the City and be of a type and brand approved by the City.
- C. Most repairs are to be completed within two (2) business days of notification or patrol discovery. Extensive repairs as required, or the replacement of fallen or damaged street lights shall be completed as reasonably as possible; however, not longer than fourteen (14) days of being aware of the incident.

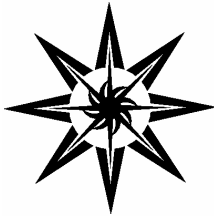
Work approved by the City as Added Cost Work shall also be completed within fourteen (14) days of authorization to proceed.

UNIT PRICE PROPOSAL

Service	Unit	Estimated Quantity	Unit Price	Total
Initial Term Services (One-time system luminaire replacement)				
1. Luminaire Replacement	Each	1736	69.75	121,086.00
Line A: Total Initial Term Services				
Unit Price Services (All work associated with keeping the system operational, record keeping, 24-hour services)				
2. Annual Street Light Maintenance	Each	2070	27.00	55,890.00
Line B: Total Unit Price Services				
Added Cost Work (Potential work authorized by the City outside of the scope of Unit Price Services)				
3. Remove and Replace LED Luminaire (Reuse Mast Arm)	Each	5	440.00	2200.00
4. Remove and Replace Mast Arm	Each	5	720.00	3600.00
5. Remove and Replace Steel Pole	Each	3	1750.00	5250.00
6. Remove and Replace Steel Pole and Base	Each	3	2050.00	6150.00
7. Underground Cable Repair with Splice	Each	10	590.00	5900.00
8. Conduit Repair	Each	10	475.00	4750.00
9. Paint Pole	Each	5	185.00	925.00
10. Straighten Leaning Pole	Each	5	400.00	2000.00
11. Relocate Steel Pole and Base along Existing Underground Line	Each	1	850.00	850.00
12. Directional Bore or Trench	L.F.	2000	9.75	19,500.00
13. Directional Bore or Trench (Rock Surcharge)	L.F.	500	12.00	6,000.00
14. Install New Street Light Pole	Each	5	1745.00	8725.00
15. Pole Makeup	Each	13	140.00	1820.00
16. Set Junction Box	Each	1	345.00	345.00
17. Set Street Light Controller	Each	2	5385.00	10770.00
18. Set Street Light Meter	Each	2	2295.00	4590.00
19. Install 3c #4 in Conduit	L.F.	2000	3.75	7500.00
20. Install 1c #4 in Conduit	L.F.	100	3.00	300.00
21. Install 3c #8 in Conduit	L.F.	1000	2.95	2950.00
22. Install 1c #8 in Conduit	L.F.	100	2.60	260.00
Line C: Total Added Cost Work Services				
Locating Services				
23. Cable Location Service <i>*Standard* only</i>	Ticket	1000	41.00	41,000.00
Line D: Total Locating Services				

Note: ** Emergency locate service per Ticket 62.00

Line A: Total Initial Term Services	\$	<u>121,086.00</u>
Line B: Total Unit Price Services	\$	<u>55,890.00</u>
Line C: Total Added Cost Work	\$	<u>95,385.00</u>
Line D: Total Locating Services	\$	<u>4,000.00</u>
Line A+B+C+D: Total Price Proposal	\$	<u>313,361.00</u>
Line A+B+C: Total Price Proposal (No Locating Services)	\$	<u>272,361.00</u>
Line B+C: Total Unit Price Services and Added Cost Work	\$	<u>151,275.00</u>



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: November 7, 2016

Council Meeting Date: November 7, 2016

CONSIDER AGREEMENT WITH INTEGRITY LOCATING SERVICES FOR UNDERGORUND LINE LOCATION SERVICES RELATED TO THE STREETLIGHT SYSTEM.

RECOMMENDATION

Execute the agreement with Integrity Line Location Services for underground line location services related to the streetlight system.

BACKGROUND

On November 1, 2016 the streetlight system in Prairie Village was purchased from KCPL. With the purchase of the system we now have to locate underground wires etc. for excavations that take place near the street light system. This work and associated costs were contemplated when deciding to purchase the streetlight system. We bid these services and four bids were received as summarized below. This agreement will renew for two one year periods.

<u>Company</u>	<u>Cost per locate</u>
Integrity	\$ 7.00
USIC	\$ 12.00
Black and McDonald	\$ 41.00
Mark One	\$ 214.00

We have contacted references and recommend using Integrity Locating Services.

FUNDING SOURCES

Funds for this work come from the City's operations budget for streetlights.

ATTACHMENTS

Agreement with Integrity Locating Services

PREPARED BY

Keith Bredehoeft, Public Works Director

November 1, 2016

**CONTRACT AGREEMENT
UNDERGROUND FACILITIES LOCATING
AND MARKING SERVICES**

THIS AGREEMENT is made this 7th day of November, 2016, by and between Integrity Locating Services, LLC or assigns, hereinafter referred to as "Contractor", and the City of Prairie Village, hereinafter referred to as "City".

WHEREAS, the City and the Contractor desire to enter into an agreement under the terms of which the Contractor will be an independent contractor and will perform jobs of locating and marking underground facilities which City may assign to the Contractor from time to time.

NOW THEREFORE, in consideration of the mutual promises, the work to be done and payments to be made, as hereinafter provided, the parties hereby covenant and agree as follows:

ARTICLE 1 : SAFEGUARDS AND GENERAL CONDITIONS

THE CONTRACTOR SHALL:

- 1.01 Perform the locating and marking work with the utmost regard for public safety and welfare, taking all necessary safety precautions as required by the City or local, state and federal authorities to safeguard the lives and property of all concerned or involved.
- 1.02 Acting as an independent contractor, furnish labor, supervision, tools, equipment and transportation as required to perform underground facilities locating and marking services on all jobs assigned by the Company and accepted by the Contractor.
- 1.03 Comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations and codes, including, but not limited to the Contractor's obligations as an employer with regard to the health, safety and payment of its employees.

ARTICLE 2 : DEFINITIONS

- 2.01 "Contract": This agreement.
- 2.02 "Business Day": Any day other than Saturday, Sunday or legal holidays. Business day hours will be 8:00 A.M. until 5:00 P.M. CST.
- 2.03 "Excavation": Any operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means.
- 2.04 "Excavation Site": The area where an Excavator intends to do or does excavating.
- 2.05 "Excavator": Any person who engages directly in excavation and/or the design of excavation and requests the location of the Company's Underground Facilities.
- 2.06 "Excavator Notification": Notification given to the Excavator that Underground Facilities are not present at the Excavation Site.
- 2.07 "Facility Owner": The City.

- 2.08 "Identified, But Unlocatable": A City Underground Facility, the presence of which is known, but which cannot be field marked with Reasonable Accuracy.
- 2.09 "Locatable Underground Facility": An Underground Facility which can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of the City's Underground Facilities.
- 2.10 "Locate Service": The process of determining the presence of City owned Underground Facilities, their conflict with proposed Excavations, Marking and staking of the proper places or routes of such facilities within Reasonable Accuracy limits as required.
- 2.11 "Locate or Locating": The completed process of having provided Locating Services at an Excavation Site or adjacent sites on a single one-call ticket notification.
- 2.12 "Locate Request":
- a. "Normal Locate Request": A request to locate received at least TWO FULL BUSINESS DAYS, not including the request day, but no more than fifteen (15) days prior to the commencement of excavation excluding Saturdays, Sundays, and state and federal holidays.
 - b. "Emergency Locate Request": A request to locate which demands immediate action to prevent significant environmental damage or loss of life, health, property or essential public services.
- 2.13 "Marking": The use of stakes, flags, paint strips, or other clearly identifiable materials at distances of every ten (10) feet and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association (APWA) to show the field location of Underground Facilities accurately. Contractor shall furnish all paint and flags meeting City standards and specifications.
- 2.14 "One-Call System": A centralized call-in and utility locating coordination center through which subscribing utility members may receive notification of proposed excavations.
- 2.15 "Person": Any individual, partnership, franchise holder, company, corporation, state, city, county or any subdivision or instrumentality of a state and its employees, agents, or legal representatives.
- 2.16 "Reasonable Accuracy": Locating with twenty-four (24) inches horizontally to the centerline of the Underground Facility or the tracer wire for the Underground Facility which ever is closer.
- 2.17 "Underground Facility": Any item buried or placed below the ground for use in connection with the City's street light system.
- 2.18 "Visual Examination": Determination of the existence of any Underground Facility at the Excavation Site by visual means rather than from the City's maps and records.
- 2.19 "Damage to Plant": Includes the penetration or destruction of any protective coating, sheath, housing, or other protective facility of Underground Facility, the partial or complete severance of Underground Facility, or the rendering of any Underground Facility partially or completely inoperable.
- 2.20 "Site Surveillance": To watch over and protect any Underground Facility during unusual or extensive excavation projects (Le.; road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the Excavation or as may be required by the Excavator. Also known as standby protection.
- 2.21 "Project or Extended Locate": A single ticket or project requiring the locating and marking of multiple non-adjacent addresses or dig areas in an urban environment or the locating and marking of more than one half mile in a rural environment. Notification will be provided to the City when project or extended locate activity is initiated.

ARTICLE 3 : DESIGNATED WORK AND PERFORMANCE REQUIREMENTS

- 3.01 The Contractor shall receive and record Locate Requests from the One-Call System and on occasion, directly from the City. Locate Requests shall be received from the One-Call System during normal business hours (8:00 A.M. - 5:00 P.M. CST) on business days. The Contractor shall be prepared to receive and record Emergency Locate Requests at any time of any day.
- 3.02 The Contractor shall provide a qualified staff, an office, and appropriate field equipment. Office communication equipment shall include a Teletype printer that is computer compatible with the existing communications equipment of the One-Call system. The Contractor shall also provide all transportation and supplies required to fulfill all of the duties specified under this contract.
- 3.03 The Contractor will store and safeguard all City location maps or records made available for locating purposes. Such information shall not be disclosed or given to any person(s) not approved by the City.
- 3.04 The Contractor shall maintain records appropriate to support the invoicing and recording requirements set forth in Article 4.
- 3.05 The Contractor shall be responsible for making arrangements with all Excavators for locate purposes. All Locate Requests will be processed within the required timeframe or contact will be made with the Excavator to arrange an appropriate time to perform the Locate. All Excavators will be called as soon as possible to confirm requested time of appointments to make appropriate arrangements as required.
- 3.06 Each Locate Request shall require Contractor to determine if a conflict exists between the City's Underground Facility and the proposed Excavation. When a conflict does exist, all Underground Facilities shall be located and marked in accordance with the American Public Works Association (APWA) Guidelines and Section 2.13 of this Contract.
- 3.07 For each Normal Locate Request, the Contractor will complete the requirements of Section 3.06 in accordance with the provisions of the Kansas Underground Utility Damage Prevention Act.
- 3.08 For each Emergency Locate Request the Contractor will respond within 2 hours unless agreed upon with caller.
- 3.09 The Contractor may be requested to provide such additional services as Site Surveillance or Projects, and extended locates requiring standby protection. The Contractor must provide notification to the City prior to commencement of the work and the rate charges will be at the hourly rate as specified in Exhibit "A".
- 3.10 In the event of Damage to Plant, the City will be responsible for the initial response to the report of damage. If the initial investigation indicates possible Contractor responsibility for the damage, the City shall notify Contractor within twenty-four hours (forty-eight hours if the City receives notice of such damages between 5:00 P.M. Friday and 7:00 A.M. Monday unless Monday is a legal holiday in which event such time shall be extended to seventy-two hours) upon receiving notice of any damages. Contractor shall within twenty-four hours (forty-eight hours if Contractor receives notice of such damages between 5:00 P.M. Friday and 7:00 A.M. Monday unless Monday is a legal holiday in which event such time shall be extended to seventy-two hours) of being notified by the City to commence the investigation of all incidents of Damage to Plant when the locate accuracy or lack of locate accuracy, is suspect or questionable, and will submit to City a written report of said investigation within seven calendar days following the actual date of damage notification if requested to do so. If the City does not provide Contractor with such timely notification of damages as required hereunder, then notwithstanding any other provisions of this Contract to the contrary, the City shall be solely responsible (as between the City and Contractor) for any such damages. If Contractor is given timely notification of damages as required hereunder but fails to commence an investigation (as between the City and Contractor) for any such damages. For purposes of the provision "to commence an

investigation" shall mean Contractor visiting the site of such damages and commencing the gathering of documents. Contractor agrees to reimbursement to the City for actual down time cost in the event of a mislocated line pertaining to the Work Order for the work at the site of such damage. Contractor will maintain a copy of the written report for a period of six years. Contractor will give testimonial support in cases where deemed necessary by the City. In the performance of any work assignment, should Contractor become aware of any Damage to Plant, the Contractor must notify a City representative immediately to facilitate the repair of damage.

If it is determined that the Contractor located an Underground Facility in error, Contractor shall be responsible for all damages resulting from such error, including, but not limited to the following: all costs of repair to damaged Underground Facilities, including labor and materials, all damages to other property, and all personal injuries resulting from such error.

The Contractor agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor. "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

- 3.11 The Contractor shall locate all of the City Locatable Underground Facilities in accordance with APWA guidelines. The Contractor guarantees the accuracy of locations as marked.
- 3.12 When the Underground Facility is Identified, but Unlocatable, the Contractor must contact the City's representative and advise the representative of the situation. The City's representative shall determine the course of action to be taken. If no course of action is successful, the Contractor shall notify the Excavator of the presence of any Identified, but Unlocatable Underground Facilities of the City and caution the Excavator that any location information supplied may not be within the definition of Reasonable Accuracy.
- 3.13 All locating equipment or devices are subject to the City's approval. All Underground Facility shall be electronically located except where electronically impossible. Where electronically impossible, the procedure identified in paragraph 3.12, above, shall be followed.
- 3.14 The Contractor shall promptly notify the City of any discrepancies or omissions in the records, or other information provided by the Company.
- 3.15 The Excavator is responsible for the maintenance of location marks up to the start of Excavation. A request to remark the location after the start of Excavation will be considered an additional ticket.
- 3.16 Additional visits to the site of the locate which are required due to Excavator request or other Excavator reason, such as, inadequate address, work area not accessible, etc. will be considered an additional ticket.
- 3.17 Locating personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills and record keeping requirements necessary to perform the Locating and Marking task. They shall represent the City in a courteous and professional manner at all times. The Contractor agrees to take appropriate corrective measures in any situation where Locating performance levels are deemed unsatisfactory by the City.
- 3.18 Upon the execution of this Contract, the Contractor's representatives will establish lines of communication with the One-Call System and/or the Company representatives for contacts involving

normal and emergency work assignments.

- 3.19 In the event that the Contractor fails to meet the demands for Locate Requests, or if the City resources are such to allow the use of its own forces to conduct locates, the City in its sole determination shall have the right to use its own resources to satisfy such needs.
- 3.20 The City shall provide Contractor with a currently effective contact call list of City personnel involved in managing this Contract.
- 3.21 The Contractor shall provide the City a current employee list showing their qualifications to perform line locating tasks. This employee list will be the sole responsibility of the Contractor to be kept up to date in the event of employee turnover and/or continuing operator qualification updates.

ARTICLE 4 : RECORD KEEPING

- 4.01 The Contractor agrees to maintain records to support all work performed and all items billed to the City and shall retain all such records for the term of this Contract and must forfeit all records to the Company in the event of a Contract termination.
- 4.02 The Contractor must retain all teletype or email messages for Locate Requests from the One-Call System. In addition, the Contractor will document and retain the name of any Company representative authorizing items of work outside regular hours or on a flat-rate (hourly) basis.
- 4.03 The Contractor shall maintain records to comply with any local, state or federal requirements by law.
- 4.04 The Contractor must maintain a record of each Excavator Notification given in accordance with the One-Call System requirements and to include, but not limited to:
 - a) One-Call notification ticket
 - b) Fax back or email notification
 - c) Record of locations and work performed
- 4.05 The Contractor shall prepare a written report of all investigations for incidents of damages for accuracy of the Locate or Locates including names, dates, time of day, measurements, addresses, methods, pictures or other pertinent information relative to the incident within five business days.
- 4.06 The City shall be responsible for coordinating the updating of One-Call System records.

ARTICLE 5 : CONTRACT AREA

- 5.01 The Contractor's costs detailed in the schedule of prices shall be applicable to all work operations assigned within the City's boundaries (the "Contract Area").
- 5.02 The Contractor acknowledges that the City acquired the Underground Facilities from Kansas City Power and Light Company ("KCP&L") in October, 2016 and that all maps detailing the Underground Facilities in City's possession were prepared by KCP&L and obtained by the City from KCP&L. To the extent that the City has possession of maps detailing the Underground Facilities, City shall provide Contractor with copies of same. In situations where, the Contractor determines that the map provides insufficient information to accurately complete the Locate Request, the City will provide assistance in determining the location of the Underground Facilities. Contractor shall be responsible for the privacy of such records and shall not provide copies to others without City approval.

ARTICLE 6 : CONTRACT PRICE

- 6.01 The City and Contractor agree that compensation to be paid the Contractor under this Contract for work performed shall be in accordance with Exhibit "A". If the City renews this Contract for at least one year, before November 1st, 2017, Exhibit "A" will remain in effect.
- 6.02 The charges set forth in Exhibit "A" shall be in effect for the duration of the Contract unless changed in accordance with Article 8.

ARTICLE 7 : METHOD OF PAYMENT

- 7.01 The Contractor agrees to furnish detailed invoices on a monthly basis.
- 7.02 The City agrees to render payment to the Contractor not later than 30 days from the receipt of correct and proper invoices.

ARTICLE 8 : CONTRACT CHANGES

- 8.01 At any time during the Contract period, either party shall have the right to add, delete, change or modify this Contract with consent of both parties. Changes must be presented, in writing, sixty (60) days prior to the effected change. All change orders shall be numbered sequentially.

ARTICLE 9 : CONTRACT PERIOD

- 9.01 The term of this contract shall be from November 7, 2016 through November 1, 2017. The City may, at its option, renew the Contract for up to (2) one year contract periods by giving written notice to the Contractor.
- 9.02 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor..
- 9.03 Contractor and/or City may cancel this contract prior to the scheduled termination date. However, sixty (60) days written notice must be given to the City.
- 9.04 In the event of breach of this agreement by either party, the other party may terminate this agreement by written notice to the other party. within five (5) days' notice In the event that either party brings a legal action against the other party regarding this Contract, the prevailing party shall be awarded costs of the action including reasonable attorney fees.
- 9.05 Notwithstanding any other provision in this Contract to the contrary, Contractor acknowledges that City is a municipality under Kansas law and funds for payment under the terms of this Contract are subject to annual appropriation by the governing body. As such, the terms of this Contract shall not exceed any one (1) City budget year.

ARTICLE 10 : INSURANCE

- 10.01 The Contractor shall procure and maintain, at its expense, the following insurance coverage:
 - a) Commercial General Liability for liability including bodily injury and property damage, on

the CGL 2013 ISO Occurrence form or such other form as may be approved by City, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, annually;

b) Commercial Automobile Liability covering liability including bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;

Deductibles for any of the above coverages shall not exceed \$25,000 per claim, per occurrence, or in the aggregate unless approved in writing by City.

- 10.02 All policies required in this Contract, shall name as additional insureds, City, and departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- 10.03 Contractor shall not modify, cancel or not renew any policy during the term of this Contract until after thirty (30) days' unqualified written notice of such action has been given to the City.
- 10.04 Before Contractor performs any portion of the services hereunder, it shall provide City with certificates and endorsements evidencing the insurance required by this Article.
- 10.05 All insurance coverage required herein shall contain a waiver of subrogation in favor of the City, and City's departments, officials, officers and employees. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City, is non-contributing as respects the work of Contractor.

ARTICLE 11 : CONTRACT NOTIFICATION

11.01 Any contract notification to the Contractor shall be sent to:

Jay Van Biber
18993 W 158th st
Olathe, Ks. 66062

11.02 Any contract notification to the City shall be sent to:

City of Prairie Village
ATTN CITY CLERK
7700 Mission Road
Prairie Village, Ks. 66208

ARTICLE 12 : ADDITIONAL CLAUSES

12.01 The attached Exhibit "A" is made a part of this contract.

Exhibit A

1st, 2nd & 3rd Years

Type of Locate	Number Units	Cost of Locate
Per Ticket	1	\$7.00
Emergency daytime	1	\$18.00
Emergency afterhours	1	\$35.00
Project Locating	Per Hr.	\$35.00 Minimum of One Hour,
Site Surveillance	Per Hr.	\$50.00 Billed ¼ Hr increments
GPS Mapping	Per Hr.	\$65.00 thereafter.

IN WITNESS WHEREOF, THE PARTIES hereto have executed this contract as of the month and day above written.

Contractor: Co Integrity Locating Services, LLC

By: Jay Van Biber

Title: Managing Member

City: Cit
City of Prairie Village

Laura Wassmer, Mayor

Attest:

Joyce Hagen Mundy, City Clerk

Approved as to Form

Catherine P. Logan, City Attorney



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: November 7, 2016

Discussion of 75th Street and Rosewood Fence and Retaining Wall

DISCUSSION

Discussion of 75th and Rosewood Fence and Retaining wall.

BACKGROUND

In the Fall of 2015 and again in the late Spring of 2016 the resident at 75th and Rosewood presented to Council their concerns relating to the retaining wall and fence adjacent to their property. The report they submitted to Council is attached. In the spring of 2016 an accident occurred at the fence and retaining wall which prompted the second visit by the resident. See attached picture of the accident.

Attached are past emails written by Public Works that summarizes the situation. At the Council meeting on June 6, 2016, Public Works agreed to double check the design criteria, as referenced in the attached emails, for these types of situations. With the assistance of Affinis, our design engineer, we reviewed the criteria and confirmed that the design criteria referenced in the emails is the proper design criteria for these types of situations for low speed urban roadways. The picture of the railing from the recently completed project on 75th street is how we would handle this situation if it was reconstructed today.

Public Works recommends proceeding as described in the email which would leave the condition as is until the next rehabilitation project in the future, probably 7 to 10 years from now.

Alternatives to consider but not recommended by Public Works-

The two alternatives listed below are essentially aesthetic changes that could be done in 2017. These would remove the chain link fence and replace with a standard railing. Neither of these would install a crash barrier.

Alternative 1-

City could replace retaining walls in the area that are similar and install the standard railing. For the walls near Rosewood and Briar the cost would be about \$250,000 to \$300,000. This wall and railing would be placed so that it would not need to be reconstructed with the full rehabilitation in about 10 years.

Alternative 2-

City could replace only the existing chain link fence at Rosewood and add new railing at the wall at Briar. This cost would be about \$60,000 to \$75,000. This railing would possibly need to be replaced when the full rehabilitation was done in about 10 years.

FUNDING SOURCE

If added it would be included with the 2017 Paving Program.

ATTACHMENTS

Report from Resident
Photo of traffic accident
Emails from Public Works
Photos of recently installed 75th Street Retaining Wall and Railing

PREPARED BY

Keith Bredehoeft, Public Works Director

November 2, 2016

Proposal submitted by resident - Katie Danner

Street Safety Proposal along 75th Street Corridor (North side of 75th Street in between Rosewood Circle and Ash Street)

The owners of 7426 Rosewood Circle are making the city aware of an unsafe situation regarding an 11ft drop-off from the street to the creek and lots below. As of now the only protection from the 75th street traffic above these two lots is a 4ft chain-link fence. Considering the high volume of traffic and recent incidents involving accidental vehicle runoff along the 75th street corridor, we are proposing the city immediately look into the installation of a concrete/fence barrier similar to the examples shown which are found throughout Prairie Village.

Ashbury Methodist Church East Lot



7426 Rosewood Circle



PROPOSAL

The proposed street guard will add needed safety while staying consistent with Prairie Village aesthetics by replacing a chain link pedestrian fence with a 2'-6" stone stamped concrete barrier with a 1'-6" pedestrian railing above. The railing will enable site-lines to remain within city code guidelines.



Existing



Proposal

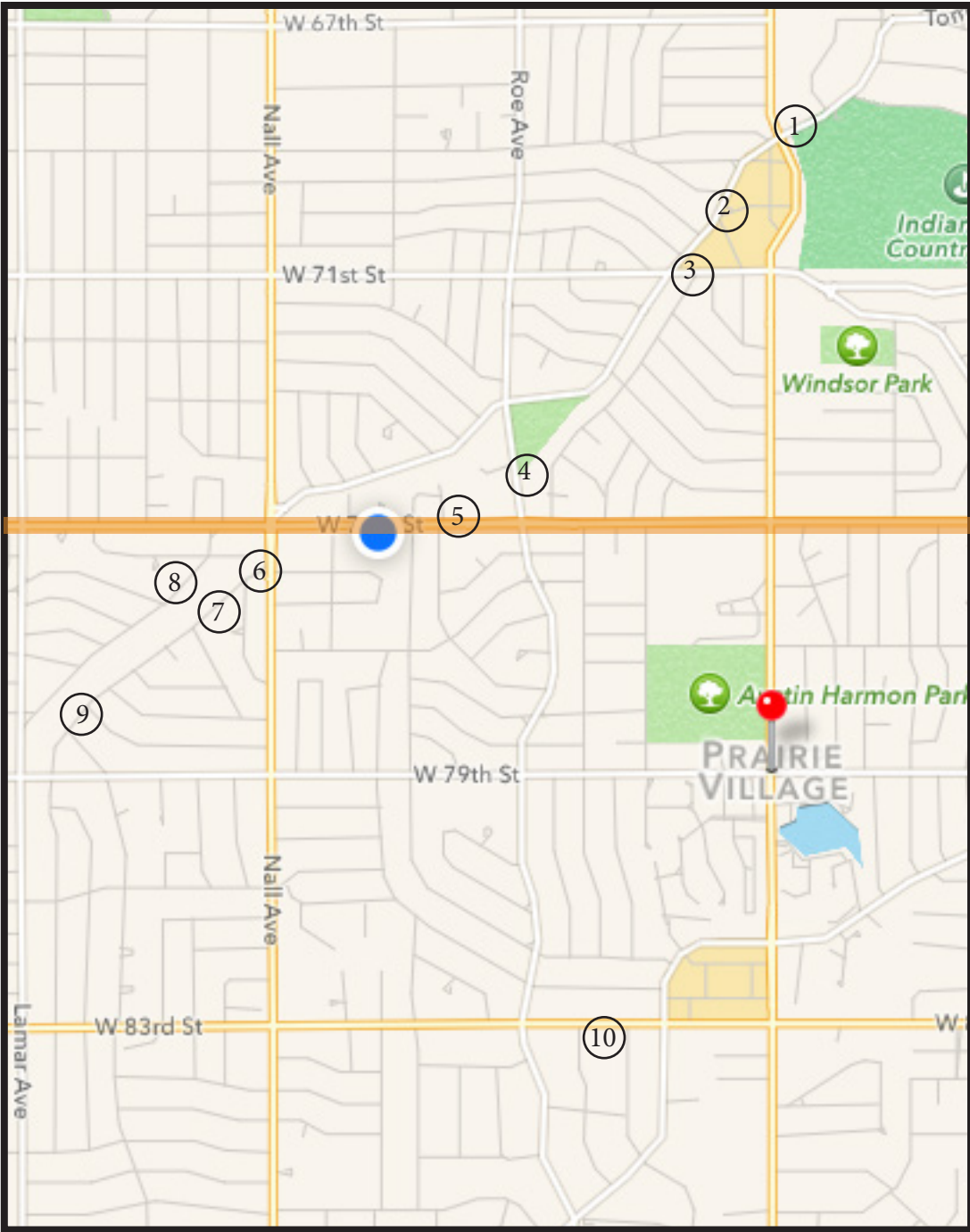



Proposal

Proposal submitted by resident - Katie Danner

MAP

Nearby examples of street guard rails.



-  75th Street
-  7426 Rosewood Circle
-  Examples

Proposal submitted by resident - Katie Danner

1: Mission and Tomahawk



2: Village Shops



3: 71st and Tomahawk



4: Porter Park



5: Briar and 75th



Proposal submitted by resident - Katie Danner

6: Nall and Tomahawk



7: Tomahawk and Reeds



8: Colonial and 76th

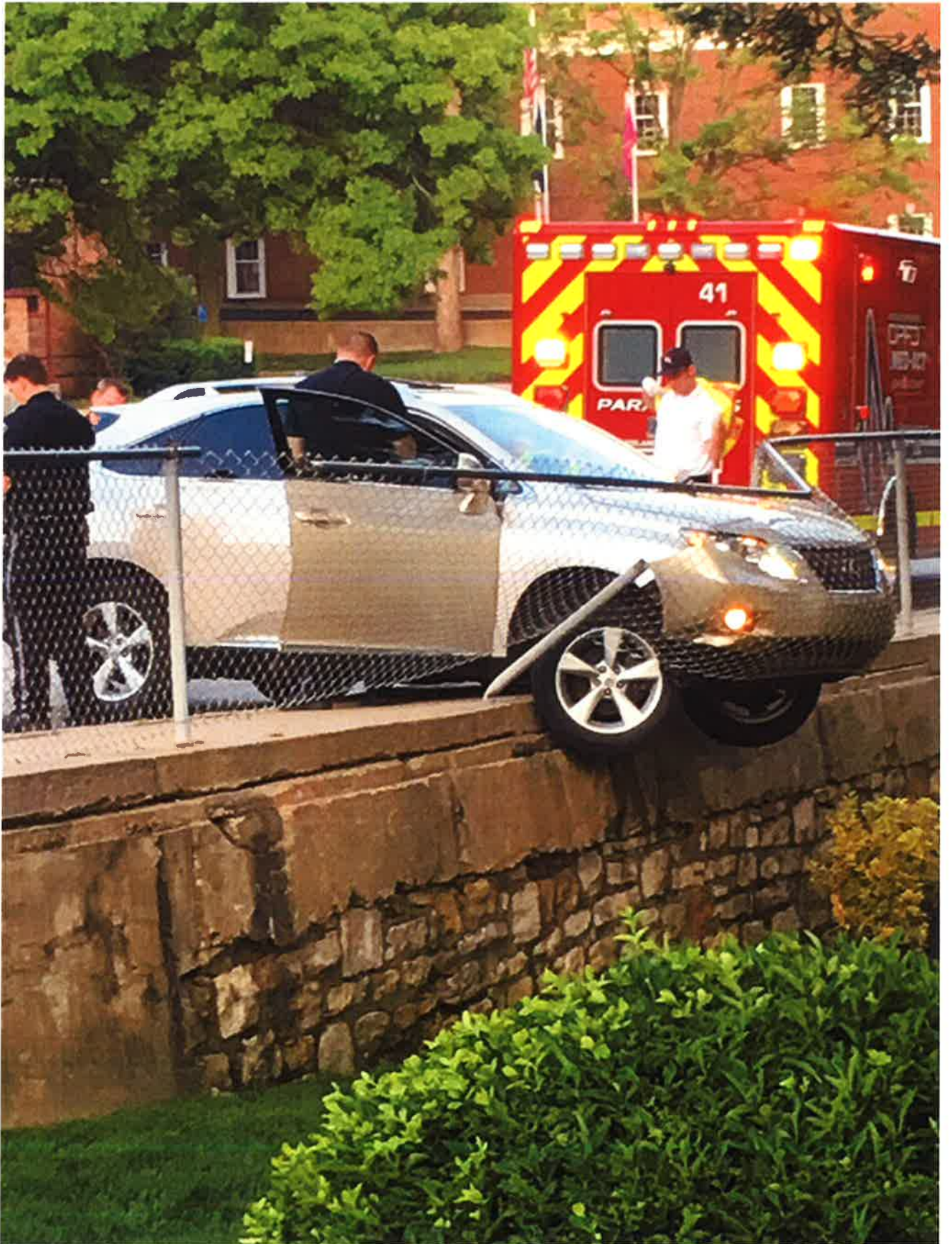


9: Tomahawk and Dearborn



10: 83rd and Fontana





From: Keith Bredehoeft
Sent: Friday, June 03, 2016 10:58 AM
To: Council Members
Cc: Wes Jordan; Tim Schwartzkopf; Melissa Prenger
Subject: FW: 75th Street Safety Proposal

Council,

We have become aware that the resident's located at the northwest corner of 75th Street and Rosewood Circle will probably come to council next Monday. The same residents came to council last fall related to the same issue. I attached the residents proposal that was presented to all council members last fall. We had discussions with them and the below email was how those communications wrapped up. There was an accident this week, see attached picture, that has brought this up for additional discussion.

My email below summarizes Public Works view of the situation. While no decisions will be made Monday, Public Works will look to Council for direction on how to proceed.

Thanks and have a great weekend.
Keith

From: Keith Bredehoeft
Sent: Friday, January 08, 2016 4:23 PM
To: 'ktdanner@gmail.com'
Cc: 'spreardon08@gmail.com'; 'Ruth Hopkins (pvhobby@aol.com)'; Quinn Bennion; 'scott.jones@ubs.com'; Melissa Prenger
Subject: FW: 75th Street Safety Proposal

Hello Katie,

I know you have recently talked with Melissa Prenger, our Project Manager, about your safety proposal and I wanted to follow up to your email below related to this issue.

First, I appreciate your concerns related to this issue. I am not sure, at this time, when the City will make any changes but I do want to address a couple of things.

- I understand, as you mention below, that your main concern is keeping 75th Street traffic on 75th if an accident occurs. I understand this desire but we do not protect any of the properties on 75th from errant vehicles. There are many, if not most, of the residential properties along 75th that are close to vehicular traffic and all could make the claim that they want to be protected from traffic on 75th. This is a 35 MPH street and the design standards for this type of roadway do not require installing barriers along the roadway. I do understand there are times that vehicles do travel at high rates of speed and can cause accidents but we can't design for all the possibilities.

- The treatment we would install if these walls were to be re-built today would be like walls we recently installed on 75th toward State Line Road. See the attached pictures. These walls were constructed

with the railing shown in the pictures. While these do provide some protection they are not considered crash barriers. These railings also allow for good visibility from the connecting streets as cars turn onto 75th Street.

I would anticipate addressing the new railings and new walls when the next major rehabilitation, probably 7 or so years from now, is completed. We will be doing a surface maintenance treatment 75th next year but that is not the full rehabilitation.

Thanks and once again I do appreciate and understand your concerns. Let me know if you have any questions.

Keith Bredehoeft
Prairie Village Public Works
913-385-4642





**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Council Chambers
Monday, November 07, 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 - October 17, 2016
- 2. Approve Claims Ordinance - 2947
- 3. Approve agreement for 50+ facility use with Johnson County Park and Recreation
- 4. Consider extension of lease of multi-functional office equipment

By Committee

- 5. Consider approval of a design services agreement with Affinis Corp for the 2017 Paving Program

VII. **COMMITTEE REPORTS**

JazzFest Committee

Council Committee of the Whole

- COU2016-64 Consider approval of an agreement with The Standard for short term disability/long term disability insurance for employees
- COU2016-65 Consider adoption of Ordinance 2355 adopting the 2016 Uniform Public Offense Code for Kansas Cities and Ordinance

- 2356 adopting the 2016 Standard Traffic Ordinance for Kansas Cities, with certain changes, additions, and deletions
- COU2016-66 Consider approval of an agreement with Black and McDonald for maintenance of the streetlight system
- COU2016-67 Consider approval of an agreement with Integrity Line Location Services for underground line location services related to the streetlight system

VIII. **MAYOR'S REPORT**

IX. **STAFF REPORTS**

X. **OLD BUSINESS**

XI. **NEW BUSINESS**

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**

October 17, 2016

The City Council of Prairie Village, Kansas, met in regular session on Monday, October 17, 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, Courtney McFadden and Ted Odell.

Also present was Chris Brewster, City's Planning Consultant with Gould & Evans.

Staff present: Captain Myron Ward; Melissa Prenger, Project Manager for Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

INTRODUCTION OF STUDENTS & SCOUTS

No scouts or students were in attendance.

PUBLIC PARTICIPATION

No one was present to address the City Council.

CONSENT AGENDA

A correction to the minutes of October 3rd was presented by the City Clerk.

Ted Odell moved the approval of the Consent Agenda items for October 17, 2016 with the noted correction to the minutes:

1. Approve the regular City Council meeting minutes of October 3, 2016
2. Approve the purchase of one 216 Nissan Altima from State Line Nissan by the Police Department at a cost of \$23,000.00

A roll call vote was taken with the following members voting “aye”: Weaver, Nelson, Schermoly, Noll, Mikkelson, Myers, McFadden and Odell.

COMMITTEE REPORTS

Council Committee of the Whole

COU2016-56 Consider approval of Employee Health, Dental and Vision Insurance Providers for 2017

Ashley Weaver moved the City Council approve moving from Blue Cross/Blue Shield of Kansas City (BCBS) to United Health Care (UHC) as the City’s health insurance provider for the 2017 plan year, with a 6.0% increase in premiums, shared between the City and employees; and approve Delta Dental of Kansas City as the City’s dental insurance provider for the 2017 plan year, with a 0.0% increase in premiums and approve Superior Vision as the City’s vision insurance provider for the 2017 plan year, with a 4.0% increase in premiums. The motion was seconded by Steve Noll and passed unanimously.

COU2016-57 Consider adopting the International Code Council Building Valuation Data Table for assessing Building Permit Fees

Ashley Weaver moved the City Council approve the International Code Council Building Valuation Data Table and amended fee schedule (Exhibit A attached) for assessing permit fees. The motion was seconded by Serena Schermoly and passed unanimously.

COU2016-60 Consider Approval of items for Bond Sale related to the purchase of the Streetlight System from KCP&L

Ted Odell recused himself due to a professional conflict of interest.

Erick Mikkelson moved the City Council approve Resolution 2016-05 authorizing a streetlight project within the City and the financing thereof. The motion was seconded by Serena Schermoly and passed 7 to 0 with Mr. Odell abstaining.

Eric Mikkelson moved the City accept the bid of George K. Baum for the General Obligation Bonds, Series 2016C with a true interest cost of 1.370%. The motion was seconded by Serena Schermoly and passed 7 to 0 with Mr. Odell abstaining.

Erick Mikkelson moved the Governing Body adopt Ordinance No. 2355 authorizing and providing for the issuance of General Obligation Improvement Bonds, Series, 2016C, of the City of Prairie Village, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connect therewith; and making certain covenants with respect thereto. The motion was seconded by Sheila Myers.

A roll call vote was taken with the following members voting “aye”: Weaver, Nelson, Schermoly, Noll, Mikkelson, Myers, McFadden and Wassmer; “nay” none and “abstaining” Odell.

Eric Mikkelson moved he City Council approve Resolution 2016-06 prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Improvement Bonds, Series 2016C, of the City of Prairie Village, Kansas, previously authorized by Ordinance No. 2355 of the issuer: making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain

other documents and actions connected therewith. The motion was seconded by Serena Schermoly and passed 7 to 0 with Mr. Odell abstaining.

COU2016-61 Consider Audit Services Contract

Ashley Weaver moved the City Council approve the agreement with Berberich Trahan & Company, P.A. to audit the City's 2016 financial statements. The motion was seconded by Steve Noll and passed unanimously.

COU2016-62 Consider purchase and installation of Replacement Generator for the Police Department Building

Councilman Ted Odell recused himself due to a professional conflict of interest.

Ashley Weaver moved the City Council approve the purchase and installation of a replacement generator for the Police Department Building from Mark One Electric at a cost of \$54,724.23. The motion was seconded by Steve Noll and passed 7 to 0 with Mr. Odell abstaining.

COU2016-55 Consider Adoption of Ordinance 2354 relating to uses of the Public Right-of-Way

Eric Mikkelson moved the Governing Body adopt Ordinance 2354 relating to managing the use and occupancy of public right-of-way for the City of Prairie Village, Kansas; with the reference to utility boxes in section 13-503(S) removed, amending and repealing existing Prairie Village Municipal Code Sections 13-503, 13-510, 13-511, 13-512, 13-514, 13-516, 13-518, 13-525 and 13-528 and providing substitute provisions therefore. The motion was seconded by Ted Odell.

A roll call vote was taken with the following members voting "aye": Weaver, Nelson, Schermoly, Noll, Mikkelson, Myers, McFadden, Odell and Wassmer; "nay" none.

Planning Commission

PC2016-127 Consider Replat of Prairie Village, Lots 17 & 18, Block 55

Chris Brewster, City Planning Consultant, stated on October 4, 2016, the Planning Commission considered the replat of Lot 17 and the western 5 feet of Lot 18, Block 55 of the Prairie Village subdivision to allow for the vacation of the western 5 feet of a 10 foot utility easement along the west lot line. The existing building encroaches into this easement. The applicant contacted the utility companies and each has provided written confirmation that there are no facilities located within this easement and that they have no interest in the easement or an objection to its being vacated. Similarly the Prairie Village Public Works Department has reviewed the request and also has no facilities in the easement. However, Public Works has requested that a 5 foot easement remain on the property line. This has been done by vacating the 5 foot westernmost portion of the easement and leaving the 5 foot easternmost portion of the easement.

The Planning Commission approved the requested replat and recommends that the Governing Body accept the easements on the proposed replat subject to the three conditions stipulated by the Commission.

Jori Nelson moved the Governing Body approve Resolution 2016-07 approving the replat of PRAIRIE VILLAGE, Lot 17 and west 5 feet of Lot 18, Block 55 subject to the conditions required by the Planning Commission. The motion was seconded by Serena Schermoly and passed unanimously.

MAYOR'S REPORT

Mayor Wassmer's report was presented at the earlier Council Committee of the Whole meeting.

STAFF REPORTS

Staff reports were presented at the earlier Council Committee of the Whole meeting.

OLD BUSINESS

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

NEW BUSINESS

Ted Odell asked Council members to begin thinking about what format they wanted and agenda items for the annual Council work session in January.

Committee meetings scheduled for the next two weeks include:

Environment/Recycle Committee	10/26/2016	5:30 p.m.
Council Committee of the Whole	11/06/2016	6:00 p.m.
City Council	11/06/2016	7:30 p.m.

=====

The Prairie Village Arts Council is pleased to present the 10th annual State of the Arts Exhibit in the R.G. Endres Gallery during the month of October.

The 32nd Annual Prairie Village Peanut Butter Week in support of Harvesters Food Bank will be held October 10 - 16, 2016. Support the drive through donations at City Hall or at your local church or school.

Save the Date - The Northeast Johnson County Chamber of Commerce Annual Gala will be held on Saturday, November 19th.

ADJOURNMENT

With no further business to come before the City Council the meeting was adjourned at 7:45 p.m.

Joyce Hagen Mundy
City Clerk

**Exhibit A
City of Prairie Village, KS**

**Building Permit/Plan Review Fees
Effective November 30th 2016**

Residential (to include additions/alterations) and Commercial:

\$1-\$500:	\$31.25
\$501-\$2,000:	\$31.25 for first \$500, plus \$1.88 for each additional \$100 or fraction thereof.
\$2,001-\$25,000:	\$59.38 for first \$2,000 plus \$6.25 for each additional \$1,000 or fraction thereof.
\$25,001-\$50,000:	\$203.13 for first \$25,000 plus \$4.38 for each additional \$1,000 or fraction thereof.
\$50,001-\$100,000:	\$312.50 for first \$50,000 plus \$3.13 for each additional \$1,000 or fraction thereof.
\$100,001-\$500,000:	\$481.25 for first \$100,000 plus \$2.81 for each additional \$1,000 or fraction thereof.
\$500,001-\$1,000,000:	\$1,606.25 for first \$500,000 plus \$2.50 for each additional \$1,000 or fraction thereof.
\$1,000,000 and up:	\$2,851.25 for first \$1,000,000 plus \$2.50 for each additional \$1,000 or fraction thereof.

FIXED FEES:

PLAN REVIEW:

Signs - Based on valuation table

Residential decks	\$40.00
Retaining wall	\$45.00
New Footing/Foundation	\$55.00
Foundation Repair	\$30.00
Lawn Irrigation	\$30.00
Residential Re-roof 1 & 2 Family	\$45.00
Commercial Re-roof - Based on valuation	
Pool Demolition	\$50.00
Interior Demo Residential	\$50.00
Demolition/Residential	\$100.00
Demolition/Commercial	\$200.00
Commercial Tennis Bubble	\$50.00
Shed	\$25.00
Fence	\$45.00
Spas/Hot tub	\$40.00
Temporary CO	\$100.00
Certificate of Occupancy	\$20.00

Residential

**15% of total building permit fee
\$25.00 minimum**

Commercial

**65% of total building permit fee
\$30.00 minimum**

MISCELLANEOUS FEES:

**Moving Structure \$100.00
plus City costs, if applicable**

**After hours inspection fee
\$50.00 per hour, minimum 2 hours**

Re-inspection fee \$75 each

Commercial Building Permit addendum plan review fee \$200.00 each

Residential Building Permit addendum plan review fee \$35.00 each

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

October 17, 2016

**Copy of Ordinance
2947**

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			
13106-13107	9/2/2016	8,437.17	
13108-13187	9/9/2016	233,375.55	
13188-13207	9/16/2016	111,774.83	
13208-13263	9/23/2016	980,138.61	
13264-13274	9/30/2016	104,247.09	
Payroll Expenditures			
9/2/2016		282,708.79	
9/16/2016		285,527.56	
9/30/2016		289,713.02	
Electronic Payments			
Electronic Pmnts	9/7/2016	18,410.48	
Electronic Pmnts	9/8/2016	21,594.39	
Electronic Pmnts	9/9/2016	506.04	
Electronic Pmnts	9/13/2016	3,284.62	
Electronic Pmnts	9/15/2016	984.51	
Electronic Pmnts	9/16/2016	2,886.27	
Electronic Pmnts	9/20/2016	202.92	
Electronic Pmnts	9/22/2016	5,325.05	
TOTAL EXPENDITURES:			2,349,116.90
Voided Checks	Check #	(Amount)	
Erik Mieske	13129	(15.00)	
Adam Taylor	13134	(15.00)	
Luke Roth	13195	(15.00)	
TOTAL VOIDED CHECKS:			(45.00)
GRAND TOTAL CLAIMS ORDINANCE			2,349,071.90

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

Passed this 17th day of October 2015.

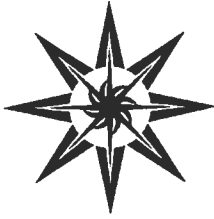
Signed or Approved this 17th day of October 2015.

(SEAL)

ATTEST: *William B. Rothen Jr.*
City Treasurer



ATTEST: *[Signature]* 10-7-16
Finance Director



CITY CLERK DEPARTMENT

Council Meeting Date: November 7, 2016
CONSENT AGENDA

Consider Approval of 50 Plus Facility Use Agreement

RECOMMENDATION

Recommend the Governing Body approve the Interlocal Agreement between the City of Prairie Village and Johnson County Park & Recreation District for the use of City facilities for 50+ programming in 2017.

BACKGROUND

For the past several years Johnson County Park & Recreation District and the City of Prairie Village have entered into an interlocal agreement making it possible for the District to provide 50+ programming in city facilities. The terms of the agreement, which renews annually, have not changed and have been reviewed by the City Attorney.

RELATION TO VILLAGE VISION

LG2A Build on intermunicipal cooperative activities, agreements and planning initiatives

ATTACHMENTS

1. Interlocal Agreement.

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: November 2, 2016

2017 CITY OF PRAIRIE VILLAGE 50 PLUS FACILITY USE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of November, 2016 by and between the City of Prairie Village, Kansas, hereinafter referred to as the "City", and the Johnson County Park and Recreation District, hereinafter referred to as the "JCPRD", each party having been organized and now existing under the laws of the State of Kansas.

WHEREAS, K.S.A. 19-2862 authorizes JCPRD to enter into contracts; and the City is authorized to enter into contracts by virtue of Article 12, Section 5, of the Kansas Constitution and K.S.A. 12-101; and

WHEREAS, JCPRD has established and conducts a program to provide for the recreational, cultural, educational, and social needs of senior citizens; and

WHEREAS, the City has facilities available for such programs; and

WHEREAS, a coordinated approach to the provision of recreational and cultural services to the population is most effective and efficient; and

WHEREAS, the Governing Body of the City did approve and authorize its Mayor to execute this agreement by official vote of said body on the ____ day of _____, 2016; and

WHEREAS, the Governing Body of JCPRD did authorize its chairperson to execute this agreement by official vote of said body on the ____ day of _____, 2016.

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

1. The JCPRD shall have access to and the use of city facilities for the term, times and use as hereinafter mutually agreed upon.
2. Duration of Agreement and Termination - This agreement shall be in effect from **January 1, 2017** through the period ending **January 1, 2018**, provided that this agreement may be terminated by either party, giving at least 30 days' prior written notice to the other party of its intention to terminate this agreement; further provided that if the City or JCPRD shall fail or refuse to comply with any of the obligations or provisions herein agreed, the affected party shall have the right to notify the other party in writing of such default; and if the party so notified shall remain in default for 30 days thereafter, the affected party may elect to cancel this agreement immediately thereafter.
3. No Legal Entity Created - There will be no separate legal entity created under this agreement.
4. Purpose of the Agreement - The purpose of this agreement is to facilitate cooperation in the establishment and operation of recreational and cultural programs and to define responsibilities for the operation, finances, publicity, facility maintenance, and other matters pertaining to the programs.
5. Financing - Except as may be otherwise provided herein, JCPRD shall provide all funding and personnel necessary to manage the 50 Plus programming.

6. Acquisition Holding, and Disposal of Property - The city facilities shall remain the property of the City. JCPRD may not install any fixtures or make any physical changes to the premises and facilities of the City. Any equipment used in the city facilities will either be owned by the City or JCPRD as listed in Appendix A. No equipment is to be jointly owned. In the event that this agreement is terminated, all property shall be returned to the owner agency. The maintenance, repair, replacement, and general upkeep of equipment shall be the responsibility of the owner except as otherwise provided in this agreement. The JCPRD will be responsible for the set up of the facility.
7. Administration of Agreement - The 50 Plus program at the Prairie Village City facilities shall be administered by JCPRD.

8. Responsibilities

JCPRD

- a. Shall provide all support supplies needed to maintain the programs to include office supplies, printing, etc., the cost to be the responsibility of JCPRD.
- b. Shall provide all necessary personnel to establish and maintain quality programs.
- c. Shall permit only persons qualified to conduct programs, to instruct, lead or supervise the classes. It is the responsibility of JCPRD to ensure that the instructors are qualified.
- d. Shall provide an annual report to the City Administrator which will include the number of programs, the number of people served, residency of persons served, an inventory of equipment, the class fee structure.
- e. Shall be responsible for moving tables and chairs to accommodate the programs conducted by JCPRD. JCPRD shall also be responsible for replacing the tables and chairs in the positions required, if such placement does not occur a \$25 maintenance fee will be charged.

The City:

- a. Shall provide access to the Community Center and Municipal Building facilities during days and times agreed upon by the City and JCPRD for programs. The City may choose to provide access at other dates and times provided that such approval is in writing and agreeable to both parties.
 - b. Shall furnish tables and chairs.
 - c. May provide access to kitchen facilities as required for special events, said access to be during non-lunch hours.
9. Indemnification - In case any action in court is brought against the City or City's representative, or any officer or agent, for the failure, omission, or neglect of JCPRD or its officers, agents or employees to perform any of the covenants, acts, matters, or things by this Agreement undertaken, or for injury or damage caused, in whole or in part, by the alleged negligence or other actionable

fault of JCPRD, its officers, agents and employees, the JCPRD shall defend, indemnify and save harmless the City and City's representative and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees, or portions thereof, arising out of such action and which arise from and are proximately caused by the negligent or other actionable fault of JCPRD, its officers, agents or employees, provided, however, nothing in this Agreement shall constitute a waiver by JCPRD of any defense JCPRD may have against a third party under the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. and amendments thereto.

- 10. Disclaimer of Liability - The City shall not be liable or obligated to JCPRD or any participants in the program for any injuries or damages sustained while participating in any of the programs or for any damage incurred to JCPRD or participants in its programs upon the premises by fire, theft, casualty, acts of God, civil disaster, and other occurrences and events beyond the control of the City.
- 11. Insurance - JCPRD shall secure and maintain, or have maintained throughout the duration of this contract, insurance of such types and in such amounts as may be necessary to protect JCPRD and the City against all hazards or risks generated by JCPRD and the City against all hazards or risks generated by JCPRD or any of its agents. JCPRD shall offer to the City other evidence of such insurance coverage, and any and all renewals thereof, in the form of a Certificate of Insurance. This certificate of insurance shall list the City of Prairie Village as an additional insured.

The Certificate shall list the following insurances:

General Aggregate	\$2,000,000
Products and Completed Operations	\$2,000,000
Personal/Advertisement Injury	\$ 500,000
Fire Damage	\$ 300,000
Each Occurrence	\$ 500,000

Workers Compensation and Employers Liability as determined by Kansas Statutes.

- 12. Miscellaneous Provisions By the terms of this agreement, the 50 Plus program is a program of JCPRD; provided, however, since the City is providing the facilities for the programs, every effort shall be made by both agencies to inform the participants and the public that the programs are made possible through the joint efforts of JCPRD and the City.
- 13. Verbal Statements Not Binding - It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the City and JCPRD, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any way whatsoever the written agreement.
- 14. Inspection of Premises by City - The City shall have the right to inspect the premises and facilities occupied by JCPRD at all reasonable times.
- 15. Provisions Separable - It is the intent of the parties hereto in the preparation and execution of the agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas; and if any provision herein is found to be in conflict with the regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

- 16. Nonassignability of Agreement - This agreement shall not be assigned, transferred, or sold, nor the premises and facilities corporation, in whole or part, except with the express written consent of the City.
- 17. Placing Agreement in Force - The City shall cause three copies of this agreement to be executed and each party hereto shall receive a duly executed copy of this agreement for its official records.

IN WITNESS WHEREOF, *four* copies of the above and foregoing agreement have been executed by each of the parties on the day and year first above written.

DATE: _____

CITY OF PRAIRIE VILLAGE, KANSAS

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney

DATE: _____

BOARD OF PARK AND RECREATION COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

Paul Snider, Chair

ATTEST:

Michael Pirner, Secretary

APPROVED AS TO FORM:

Ernest C. Ballweg, JCPRD Legal Counsel

APPENDIX

This appendix lists the equipment referenced on page 2 paragraph 6 of the Facility Use Agreement between the City of Prairie Village and Johnson County, Kansas for the use of the Prairie Village Community Center:

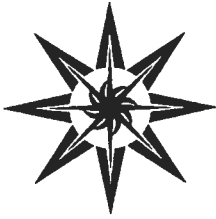
The following equipment is solely the property of the City of Prairie Village

Description

Twelve - 24" x 72" Tables

Six - 24" x 48" Tables

Chairs - 45



CITY CLERK DEPARTMENT

Council Meeting Date: November 7, 2016

Consider extension of lease of multi-functional office equipment

RECOMMENDATION

Recommend the City Council extend the lease with ImageQuest for three multi-functional copier/scanner/fax/printer units for the administration area and support of all administration printers.

BACKGROUND

In 2008, the Administration area moved to centralized multi-functional copier/scanner/fax/printer Xerox units with Imagequest Document Imaging. The primary copier is a high volume color unit in the City Clerk's area with a second black & white unit in the Codes area and a desk top black & white unit in the Municipal Court. All units serve as printers, copiers, scanners and faxes. There are small low volume desktop individual printers in the Accounting area, City Administrator's, Assistant City Administrator's, City Clerk's and HR offices to allow for the printing and receipt of secure information. The copiers were upgraded in 2013 and the lease extended to the end of 2017.

As part of a cost-saving measure, staff reviewed the current lease and arrangement and initiated a proposal process that included the current provider as well as three other vendors. The copiers proposed are similar in speed, features and capabilities to those currently being used with the efficiencies of the newer copier technology.

A spreadsheet comparing the proposals received is attached. Staff has been satisfied with the service provider by our current provider who has submitted the lowest proposal as summarized below:

- Replace the Xerox Workcentre 7545 with a newer but similar Xerox Workcentre 7845
- Replace the Xerox Workcentre 7125T with a new Xerox Workcentre 7225 color unit
- Replace the Xerox Workcentre 4260X in Court with a new Xerox Workcentre 3655
- Provide maintenance and toner on all administration units, including individual printers.
- The agreement includes 10,000 monthly B&W copies on the multi-functional units; 6,000 monthly B&W copies on the printers and 4,000

monthly color copies. Copy overages charges are .0079, .0133 and .049 respectively.

- Color usage will be able to be tracked by department.
- One provider/invoice for all print devices
- "Hot Swap" program whereby any printers that cannot be repaired will be swapped out with a like unit at no cost to the City

The City Attorney has reviewed and approved the previous standard lease agreement from ImageQuest.

FINANCIAL IMPACT

The current monthly copy/printing costs for these services is \$1376.83. The proposed cost for the services is \$867.71 for a monthly savings of \$509.12 and annual savings of \$6109.44. Money has been budgeted in the 2017 budgets for each department for this expenditure.

ATTACHMENTS

Proposal Comparison
Proposed Lease Agreement

PREPARED BY

Joyce Hagen Mundy
City Clerk

Date: November 3, 2016



PROPOSED SOLUTION: Option #2 CPO

There Is A Difference... And Xerox Proves It.

	Equipment Overview	<u>60 Month Lease</u>	<u>Monthly Volume</u>
H A R D W A R E	1. Xerox WC 7835 (CPO) - Print, Scan & Stapling 2. Xerox WC 7225 - Print, Scan & Stapling 3. Xerox WC 3655 (CPO) - Print, Scan, Fax, 2 Drawers & Stand 4. Manage Print for all desktop laser printers	\$ 867.71	
	<u>Monthly Service & Supply Program:</u> <ul style="list-style-type: none"> • Monthly B&W Included on ALL Xerox units: • Overages: 	Included	10,000 .007
	<ul style="list-style-type: none"> • Monthly Color Included on ALL Xerox units: • Overages: 	Included	4,000 .049
	<ul style="list-style-type: none"> • Monthly B&W Included on ALL desktop printers: • Overages: 	Included	6,000 .0133
<u>Clarifications:</u> <ul style="list-style-type: none"> • Agreement includes all service, supplies, part and labor. • iQ will return old units back to the leasing company for at NO CHARGE! 			



CURRENT SITUATION:

There Is A Difference... And Xerox Proves It.

	Current Equipment:	<u>Monthly Spend</u>	<u>Monthly Volume</u>
H A R D W A R E	<u>Currently Monthly Lease Cost:</u>	\$1,167.26	
	<u>Monthly Service & Supply Program (Based on the past 12 months):</u>		
	<ul style="list-style-type: none"> • Average Monthly pages per month on Xerox Units: *Lowest B&W month in past 12 months was September 2016 at 7,114 		11,146
	<ul style="list-style-type: none"> • Average Color Cost per month on Xerox Units: • Average Monthly pages per month: *Lowest Color month in past 12 months was January 2016 at 3,403 	\$ 184.05	5,629
	<ul style="list-style-type: none"> • Average Monthly B&W cost per page on all desktop printers: • Average Monthly pages per month: 	\$ 25.52	
	TOTAL MONTHLY SPEND:	\$1,376.83	

COPIER PROPOSAL ANALYSIS

Name	Base Lease & Maintenance Amount	# Color		Actual #		Color		# Black		Actual #		Black		Total Copier & Printer Cost
		Allowed	Copies	Copies	Color	Overage	Cost	Allowed	Copies	Copies	Black	Overage	Cost	
Current	\$ 1,167.26			5629				11146						\$1,376.83
Image Quest	\$920.00	4000		0.050			10000				0.008			\$920.00 **
Option 2	\$867.71	4000		0.050			10000				0.008			\$867.71 **
DataMax	\$561.35													
	\$324.00	5,000		0.049			10000				0.0079			\$ 951.85
MDOT	\$278.99										0.007			
	\$427.55	6500		0.042							0.011			
				0.058			17125				0.008			\$ 981.43
GFI	\$ 1,225.00	5000		0.0575			11000				0.008			\$ 1,225.00

Printer Maintenance

ImageQuest	Included in bid	6000	0.0133
Data Max	66.5	5000	0.0133
GFI	148.59		

** Also includes Printer Maintenance Program

Based on proposals submitted for Administrative copiers



imageQUEST, Inc.
 11021 E. 26th St. N
 Wichita, KS 67226
 Phone: (316) 686-3200
 Fax: (316) 686-0066

Term

60

Date

11/3/2016

EQUIPMENT SERVICE & SUPPLY AGREEMENT

Bill To

Name City of Prairie Village
 Address 7700 Mission Rd
 City, State Prairie Village KS Zip 66208-5180
 Phone (913) 381-6464
 Contact Joyce Hagen Mundy

Ship To

Name City of Prairie Village
 Address 7700 Mission Rd
 City, State Prairie Village KS Zip 66208-5180
 Phone (913) 381-6464
 Contact Joyce Hagen Mundy

Fax Number _____

Overage Billing Frequency

Quarterly

Meter Read Contact

Joyce Mundy

Model Number	EMS Group		Base Charge per Quarter	Quarterly Page Allowance	Overage Per Page	Beginning Meter Read
Xerox WC 7835 / Xerox WC 7225 / Xerox WC 3655	Multifunction	B/W	Included in lease	10,000	0.0070	
Xerox WC 7835 / Xerox WC 7225	Multifunction	Color	Included in lease	4,000	0.0490	
MPS	Multifunction	B/W	Included in lease	6,000	0.0133	

Notes

Items Included

Service	X
Parts	X
Labor	X
Black Toner	X
Color Toner	X
Fuser Oil	X
Waste Toner Bottle	X

Color Fuser Kits	X
Color Drum Kits	X
Black & White Fuser Kits	X
Black & White Drum Kits	X
Duplicator Ink	N/A
Duplicator Masters	N/A

Excluded Items

Paper & Media	X
Staples	X
Network Support	X
Service	
Parts	
Labor	
Black Toner	
Color Toner	

Fuser Oil	
Waste Toner Bottle	
Color Fuser Kits	
Color Drum Kits	
Black & White Fuser Kits	
Black & White Drum Kits	
Duplicator Ink	X
Duplicator Masters	X

Customer Approval

Signature _____ Print Name _____ Title _____
 Legal Name of Company City of Prairie Village Date _____

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE

Email: sales@imageQUESTks.com
 Web: www.imageQUESTks.com

Terms and Conditions

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, will be billed to the Customer. Additional fees may be charged for Services provided outside Company's normal business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Service. If YOU make software, computer or network changes after the equipment is installed, it is YOUR responsibility to ensure the new software, computer or network is backwards compatible with YOUR equipment on this agreement. Any service or updates, software or hardware, that we perform due to this issue will be a charge for time and material. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. In the event the fees herein are included in your lease payment, the Term shall begin on the start date and continue through the expiration/termination of the Lease Agreement. The meter count at installation or, in the case of owned printers, at assessment, will be used for overages calculations. Unless notified in writing ninety (90) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. WE reserve the right to cancel this agreement with 30 days written notice. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

6. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

7. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

8. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.

9. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

10. **FAX EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

11. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of _____ (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

Initial _____



Addendum to Equipment Service & Supply Agreement (“Agreement”) between the City of Prarie Village, Kansas and imageQUEST, inc. (“Company”) dated 11/3/16.

The following provisions are incorporated in the Agreement, and to the extent inconsistent with the terms set forth therein, the following provisions supersede such terms.

1. City’s obligation to indemnify the Company is limited to indemnification for the negligent acts of City employees.
2. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in the Kansas Tort Claims Act.
3. It is the intent of the parties that the provisions of the Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) (the “**Cash Basis Law**”) or the Kansas Budget Law (K.S.A. 79-2925) (the “**Budget Law**”). Therefore, notwithstanding anything to the contrary contained in the Agreement, the City’s obligations under the Agreement are to be construed in a manner that assures that City is at all times not in violation of the Cash Basis Law or the Budget Law.

City of Prarie Village, Kansas

imageQUEST, inc.

Laura Wassmer, Mayor

Name and title:



**Managed Print
Services Agreement**

Term	Start Date	Order Date	PO #
60		11/3/2016	

COMPANY NAME - BILL TO: City of Prairie Village				COMPANY NAME - SHIP TO: City of Prairie Village			
ADDRESS: 7700 Mission Rd				ADDRESS: 7700 Mission Rd			
CITY: Prairie Village		STATE: KS		ZIP: 66208-5180		ZIP: 66208-5180	
CONTACT: Joyce Hagen Mundy		PHONE: (913) 381-6464		FAX:		CONTACT: Joyce Hagen Mundy	
						PHONE: (913) 381-6464	
						FAX:	

Location	Asset ID	IP Address or Local	Make/Model	Serial Number	B&W Start Meter	Color Start Meter	Hot Swap	Service Supplies Only	Toner Only
Court Confrnce Rm Closet	53154		Hp Lj M401n	VNB3S05182					
Nancy	52944		Hp Lj P1505 Printer	VND3C20087					
Office	52941		Hp Lj P2035 Printer	VNB3F28464					
David Mcullogh's Truck	53151		Hp Lj Professional P1102w	VNB3V39589					
	31905		Hp Lj Professional P1102w	VNB3V66139					
Office-Micr	52942		Lj1320 Hp Printer	CNHC63M04Y					
Office	52939		HP LJ 1020	CNBK551137					
	57275		HP LJ 127	CNB9FBHGGY					
Front Desk	53152		HP LJ 1606	VND3C03445					
Joyce Hagen Mundy			HP LJ 2055						
Municipal Court	53153		HP LJ M601N	CNBCCD40KD					
Front Desk	52943		Z364	3505V26					

Coverage Type	Description of Coverage
Full - B&W	This is an annual agreement that does not cover paper, transparencies, color toner or color developer. Additional pages shall be billed per the Overage Billing Frequency at the Overage Rate.
Monthly Base Payment	Included in lease
Monthly Page Allowance	6000
Overage Rate	0.0133
Full - Color	This is an annual agreement that does not cover paper or transparencies. Additional pages shall be billed per the Overage Billing Frequency at the Overage Rate.
Monthly Base Payment	
Monthly Page Allowance	
Overage Rate	
Overage Billing Frequency	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually
Special Billing Instructions	

CUSTOMER AGREES TO PURCHASE AND imageQUEST AGREES TO PROVIDE MAINTENANCE SERVICE AND SUPPLIES FOR THE EQUIPMENT IDENTIFIED ABOVE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT. NO TERMS OR CONDITIONS, EXPRESSED OR IMPLIED, ARE AUTHORIZED UNLESS THEY APPEAR AS AN AMENDMENT TO THIS AGREEMENT AND ARE SIGNED BY CUSTOMER. AUTHORIZED CUSTOMER SIGNATURE BELOW AND/OR PAYMENT OF THE AGREEMENT RATE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT BY CUSTOMER.

Company	imageQUEST
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
PRINT NAME:	PRINT NAME:
TITLE:	TITLE:
DATE:	DATE:

MPS Terms and Conditions

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company, (iii) non-Company alterations, relocation, or service, (iv) loss or damage resulting from accidents, fire, water, or theft, (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, will be billed to the Customer. Additional fees may be charged for Services provided outside Company's normal business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Service. If YOU make software, computer or network changes after the equipment is installed, it is YOUR responsibility to ensure the new software, computer or network is backwards compatible with YOUR equipment on this agreement. Any service or updates, software or hardware, that we perform due to this issue will be a charge for time and material. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. In the event the fees herein are included in your lease payment, the Term shall begin on the start date and continue through the expiration/termination of the Lease Agreement. The meter count at installation or, in the case of owned printers, at assessment, will be used for overages calculations. Unless notified in writing ninety (90) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. WE reserve the right to cancel this agreement with 30 days written notice. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy which exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **WARRANTY.** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **Hot Swap Defined.** Printers covered under the "Hot Swap" program shall remain eligible for a period of 5 years from manufacturer's discontinue date or the manufacturer's published definition of useful life or whichever occurs first.

6. **LIMITATION OF LIABILITY.** In no event shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

7. **DEFAULT; REMEDIES.** Any of the following events or conditions shall constitute an Event of Default under this Agreement (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

8. **ASSIGNMENT.** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

9. **NOTICES.** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.

10. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

11. **FAX EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

12. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of _____ (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

Initial _____



Image Management Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Customer Information: Customer's Full Legal Name ("You" and "Your"): Prairie Village City of		Supplier Information: Supplier Name ("Supplier"):	
Address: 7700 Mission Rd		Address:	
City/State/Zip Code: Prairie Village, KS 66208-5180		City/State/Zip Code:	
Telephone Number: (913) 381-6464	Federal Tax ID#:	County: Johnson	

Equipment Information: <input type="checkbox"/> See Attached Equipment Schedule		Equipment Location (if different than address shown above):		
Quantity	Equipment Make, Model/Accessories	Serial Number	Starting Meter	"Service Only"
1	See Schedule A			<input type="checkbox"/>
				<input type="checkbox"/>

Term And Payment Information: Initial Term: 60 months		Payment*: \$\$867.71		(*plus applicable taxes)	
Payment Period is "Monthly" unless otherwise noted here:		Security Deposit: \$\$0.00		Documentation/Processing Fee: \$75.00	
Advance Payment: \$	applied to:	<input type="checkbox"/> 1st Payment	<input type="checkbox"/> Last Payment	<input type="checkbox"/> 1st and Last Payments	
Payment includes 10,000	B&W copies per month	Overages billed quarterly	at \$\$0.00700	per B&W copy*	
Payment includes 4,000	Color copies per month	Overages billed quarterly	at \$\$0.04900	per Color copy*	
Payment includes 6000	B&W prints per month	Overages billed quarterly	at \$.0133	per B&W print*	
Payment includes	Color prints per month	Overages billed	at \$	per Color print*	

You acknowledge and agree that this agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. EQUIPMENT RENTAL. You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION. The Supplier has agreed to provide You with Equipment service during normal business hours and to provide You with all toner, developer and parts necessary for You to produce copies and prints, all of which are included in the Payment amount. However, You agree that: (a) You must separately purchase all other supplies, including, without limitation, copier paper, at Your own cost, and (b) You must separately purchase Equipment service outside the Supplier's normal business hours and any service, parts or supplies required by your misuse of the Equipment or failure to follow the manufacturer's suggested use instructions. You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever (including, without limitation, any Equipment failure or any Vendor's failure to provide You with any Equipment service, parts or supplies); (v) We are not responsible for providing You with Equipment service, parts or supplies, or for any other obligations that the Supplier owes to You (even though We may, as a convenience to You and the Supplier, bill and collect monies owed by You to the Supplier), and no breach by the Supplier will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Agreement. With respect to any equipment designated as "Service Only", You acknowledge and agree that: (i) We do not own such equipment, (ii) such equipment is not provided or rented to You pursuant to the terms of this Agreement, (iii) the Supplier has agreed to provide service and supplies for such equipment in accordance with the terms of this Section 2, and (iv) the portion of the Payment attributable to such "service only" equipment includes payment only for the service and supplies provided by the Supplier pursuant to this Section 2 and not for the use or rental of such equipment.

3. PAYMENTS. You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Payment prorated on a 30 day calendar month and will be added to Your first invoice. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, (ii) the applicable overage charges for each metered copy or print in excess of the applicable number of copies or prints included in the Payment, and (iii) applicable taxes and other charges provided for herein. You agree to pay the minimum Payment amount even if You do not make the applicable number of copies or prints in a given month. There are no "credits" that carry over from any Payment Period during which You make fewer than the applicable number of included copies or prints. You agree that We may increase the Payment and/or the applicable overage charges once each year during the Term, by an amount not to exceed 15% per year. At Our option, You will (a) provide Us by telephone or facsimile with the actual meter readings when We so request, (b) allow Us to attach an automatic meter reading device to the Equipment, or (c) allow Us access to the Equipment to obtain meter readings or audit the meter reading device. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then (i) We may estimate the number of copies and prints made and invoice You accordingly, and (ii) We will adjust the estimated charge for overages upon receipt of actual meter readings. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations hereunder. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

4. TERM; AUTOMATIC RENEWAL. The term of this Agreement will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). Unless You notify Us in writing at least 60 days but not more than 120 days before the end of the Term (the "Notice Period") that You intend to return the Equipment at the end of such Term, then: (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term") and (b) all terms of this Agreement will continue to apply. If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of the Term, then You shall return the Equipment pursuant to Section 12. This Agreement is non-cancelable for the full Term.

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above) City of Prairie Village		Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Owner")	
By:	Date: ___ / ___ / ___	By:	Date: ___ / ___ / ___
Print name:	Title:	Print name:	Title:
		Agreement Number:	

reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Agreement. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE PROVIDING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that this Agreement is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance to the extent the Supplier does not provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to the Supplier in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Owner or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth on Page 1 (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during this Agreement. You acknowledge that We may (on behalf of the Supplier) bill You for any supply freight fee that the Supplier charges for shipping supplies to You. If You so request and We permit the early termination of this Agreement, You acknowledge that there may be a cost or charge to You for such privilege. You agree that the fees and other amounts payable under this Agreement may include a profit to Us and/or the Supplier.

11. DEFAULT; REMEDIES. You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, (ii) all remaining Payments for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under this Agreement, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of this Agreement, including Your obligation to make Payments and pay all other amounts due hereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement shall be deemed fully executed and performed in the state of Iowa and shall be governed and construed in accordance with the laws of the state of Iowa. If Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Owner's or its Assignee's principal place of business, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. MISCELLANEOUS. You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Agreement and/or the Equipment. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

Addendum to Image Management Agreement (“Agreement”) between the City of Prarie Village, Kansas and Wells Fargo Financial Leasing Inc. (“Company”) dated 11/3/16.

The following provisions are incorporated in the Agreement, and to the extent inconsistent with the terms set forth therein, the following provisions supersede such terms.

1. City’s obligation to indemnify the Company is limited to indemnification for the negligent acts of City employees.
2. Nothing in the Agreement shall be deemed to affect the rights, privileges and immunities of the City as set forth in the Kansas Tort Claims Act.
3. It is the intent of the parties that the provisions of the Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101 *et seq.*) (the “**Cash Basis Law**”) or the Kansas Budget Law (K.S.A. 79-2925) (the “**Budget Law**”). Therefore, notwithstanding anything to the contrary contained in the Agreement, the City’s obligations under the Agreement are to be construed in a manner that assures that City is at all times not in violation of the Cash Basis Law or the Budget Law.

City of Prarie Village, Kansas

Wells Fargo Financial Leasing Inc.

Laura Wassmer, Mayor

Name and title:

Image Management Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Customer Information: Customer's Full Legal Name ("You" and "Your"): Prairie Village City of		Supplier Information: Supplier Name ("Supplier"):	
Address: 7700 Mission Rd		Address:	
City/State/Zip Code: Prairie Village, KS 66208-5180		City/State/Zip Code:	
Telephone Number: (913) 381-6464	Federal Tax ID#:	County: Johnson	

Equipment Information: <input type="checkbox"/> See Attached Equipment Schedule		Equipment Location (if different than address shown above):		
Quantity	Equipment Make, Model/Accessories	Serial Number	Starting Meter	"Service Only"
1	See Schedule A			<input type="checkbox"/>
				<input type="checkbox"/>

Term And Payment Information: Initial Term: 60 months		Payment*: \$\$867.71		(*plus applicable taxes)	
Payment Period is "Monthly" unless otherwise noted here:		Security Deposit: \$\$0.00		Documentation/Processing Fee: \$75.00	
Advance Payment: \$	applied to:	<input type="checkbox"/> 1st Payment	<input type="checkbox"/> Last Payment	<input type="checkbox"/> 1st and Last Payments	
Payment includes 10,000	B&W copies per month	Overages billed quarterly	at \$0.00700	per B&W copy*	
Payment includes 4,000	Color copies per month	Overages billed quarterly	at \$0.04900	per Color copy*	
Payment includes 6000	B&W prints per month	Overages billed quarterly	at \$.0133	per B&W print*	
Payment includes	Color prints per month	Overages billed	at \$	per Color print*	

You acknowledge and agree that this agreement (as amended from time to time, the "Agreement") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Agreement can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Agreement. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (Individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. EQUIPMENT RENTAL. You agree to rent from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. EQUIPMENT SERVICE, SUPPLIES; UNCONDITIONAL OBLIGATION. The Supplier has agreed to provide You with Equipment service during normal business hours and to provide You with all toner, developer and parts necessary for You to produce copies and prints, all of which are included in the Payment amount. However, You agree that: (a) You must separately purchase all other supplies, including, without limitation, copier paper, at Your own cost, and (b) You must separately purchase Equipment service outside the Supplier's normal business hours and any service, parts or supplies required by your misuse of the Equipment or failure to follow the manufacturer's suggested use instructions. You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever (including, without limitation, any Equipment failure or any Vendor's failure to provide You with any Equipment service, parts or supplies); (v) We are not responsible for providing You with Equipment service, parts or supplies, or for any other obligations that the Supplier owes to You (even though We may, as a convenience to You and the Supplier, bill and collect monies owed by You to the Supplier), and no breach by the Supplier will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Agreement. With respect to any equipment designated as "Service Only", You acknowledge and agree that: (i) We do not own such equipment, (ii) such equipment is not provided or rented to You pursuant to the terms of this Agreement, (iii) the Supplier has agreed to provide service and supplies for such equipment in accordance with the terms of this Section 2, and (iv) the portion of the Payment attributable to such "service only" equipment includes payment only for the service and supplies provided by the Supplier pursuant to this Section 2 and not for the use or rental of such equipment.

3. PAYMENTS. You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Payment prorated on a 30 day calendar month and will be added to Your first invoice. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, (ii) the applicable overage charges for each metered copy or print in excess of the applicable number of copies or prints included in the Payment, and (iii) applicable taxes and other charges provided for herein. You agree to pay the minimum Payment amount even if You do not make the applicable number of copies or prints in a given month. There are no "credits" that carry over from any Payment Period during which You make fewer than the applicable number of included copies or prints. You agree that We may increase the Payment and/or the applicable overage charges once each year during the Term, by an amount not to exceed 15% per year. At Our option, You will (a) provide Us by telephone or facsimile with the actual meter readings when We so request, (b) allow Us to attach an automatic meter reading device to the Equipment, or (c) allow Us access to the Equipment to obtain meter readings or audit the meter reading device. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then (i) We may estimate the number of copies and prints made and invoice You accordingly, and (ii) We will adjust the estimated charge for overages upon receipt of actual meter readings. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations hereunder. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

4. TERM; AUTOMATIC RENEWAL. The term of this Agreement will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **Unless You notify Us in writing at least 60 days but not more than 120 days before the end of the Term (the "Notice Period") that You intend to return the Equipment at the end of such Term, then: (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term") and (b) all terms of this Agreement will continue to apply.** If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of the Term, then You shall return the Equipment pursuant to Section 12. **This Agreement is non-cancelable for the full Term.**

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (Identified above) City of Prairie Village		Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Owner")	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
		Agreement Number:	

reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Agreement. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE PROVIDING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that this Agreement is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance to the extent the Supplier does not provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to the Supplier in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Owner or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

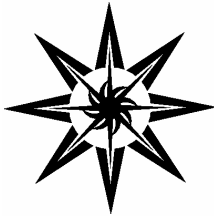
10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth on Page 1 (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during this Agreement. You acknowledge that We may (on behalf of the Supplier) bill You for any supply freight fee that the Supplier charges for shipping supplies to You. If You so request and We permit the early termination of this Agreement, You acknowledge that there may be a cost or charge to You for such privilege. You agree that the fees and other amounts payable under this Agreement may include a profit to Us and/or the Supplier.

11. DEFAULT; REMEDIES. You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer an adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, (ii) all remaining Payments for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under this Agreement, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of this Agreement, including Your obligation to make Payments and pay all other amounts due hereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement shall be deemed fully executed and performed in the state of Iowa and shall be governed and construed in accordance with the laws of the state of Iowa. If Owner or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Agreement, You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Owner's or its Assignee's principal place of business, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Owner or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Owner or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. MISCELLANEOUS. You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Agreement and/or the Equipment. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: October 17, 2016
Council Meeting Date: November 7, 2016

CONSIDER DESIGN AGREEMENT WITH AFFINIS CORP FOR THE DESIGN OF THE 2017 PAVING PROGRAM.

RECOMMENDATION

Move to approve the design agreement with Affinis Corp for the design of the 2017 Paving Program in the amount of \$86,006.00.

BACKGROUND

This agreement is for the design of the 2017 Paving Program and contains a tentative list of streets for the 2017 Paving Program. This list will be evaluated in the coming months for prioritization based on street condition. Construction is anticipated to begin in Summer 2017.

FUNDING SOURCE

CIP Funding is available for design in the capital project:

RELATED TO VILLAGE VISION

- TR1c. Ensure that infrastructure improvements meet the needs of all transportation users.*
- CFS3a. Ensure streets and sidewalks are in good condition by conducting maintenance and repairs as needed.*

ATTACHMENTS

1. Design Agreement with Affinis Corp

PREPARED BY

Melissa Prenger, Senior Project Manager

October 13, 2016

AGREEMENT FOR PROFESSIONAL ENGINEER

For

DESIGN SERVICES

Of

PROJECT PAVP2017- 2017 PAVING PROGRAM

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

WITNESSED, THAT WHEREAS, the City has determined a need to retain a professional engineering firm to provide civil engineering services for the Design of the 2017 Paving Program, hereinafter called the “**Project**”,

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

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

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

Article I City Responsibilities

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

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

- D. **Review For Approval** The City shall review all criteria, design elements and documents as to the City requirements for the Project, including objectives, constraints, performance requirements and budget limitations.
- E. **Standard Details** The City shall provide copies of all existing standard details and documentation for use by the Consultant for the project.
- F. **Submittal Review** The City shall diligently review all submittals presented by the Consultant in a timely manner.
- G. The City has funded the 2017 Paving Project which may include the following streets:
 - 1. Fontana Street, 91st Street to 92nd Terrace - mill & overlay with concrete repair
 - 2. 87th Street, Mission Road to Delmar Road - mill & overlay with new sidewalk
 - 3. Cedar Drive, Somerset Drive to 90th Street - mill & overlay with concrete repair
 - 4. Booth Street, 77th Street to Somerset Drive - mill & overlay with concrete repair
 - 5. 73rd Street, Booth Street to Springfield Street - mill & overlay with concrete repair
 - 6. 73rd Street - Springfield Street to Belinder Avenue -mill & overlay with concrete repair
 - 7. 65th Place, 65th Terrace to Nall Avenue - mill & overlay with new sidewalk
 - 8. 65th Terrace - 65th Place to Nall Avenue - mill & overlay with new sidewalk
 - 9. Tomahawk Road, 81st Street to 83rd Street- mill & overlay with concrete repair
 - 10. 72nd Terrace, 73rd Street to Cherokee Drive - mill & overlay
 - 11. 75th Street cul-de-sac, 75th Street to 75th Street cul-de-sac - mill & overlay with concrete repair
 - 12. 83rd Terrace, Juniper Lane to Nall Avenue - mill & overlay with concrete repair
 - 13. Linden Drive cul-de-sac, Linden Drive cul-de-sac to Linden Drive - mill & overlay with concrete repair
 - 14. El Monte Street, 67th Street to Oxford Road - mill & overlay with concrete repair
 - 15. 76th Street, Colonial Drive to Lamar Avenue - mill & overlay with concrete repair
 - 16. Rosewood Drive, 79th Street to Roe Avenue - mill & overlay with concrete repair
 - 17. City Hall Parking Lot - mill & overlay with concrete repair
 - 18. Oxford Road, Tomahawk Road to 69th Street - mill & overlay

Article II Consultant Responsibilities

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

Article III Scope of Services

A. **Design Phase:** Upon receipt of notice to proceed from the City, the Consultant shall provide all consulting services related to this project including, but not limited to, these phases and tasks. The scope is generally defined below.

1. Schedule and attend one startup meeting with City to confirm project goals, schedule, budget and expectations. Review the list of work locations with applicable priorities as provided by the City. Review any criteria changes in the program.
2. Review with City staff, the list of issues based on service requests, work orders, permits issued, Public Works staff experiences, available plans, previous studies, and pertinent information regarding the Project.
3. Schedule and attend up to three (3) utility coordination meetings. Request utility comments, coordinate planned relocations among agencies and verify relocation/adjustment schedule.
4. Conduct field reconnaissance with City to evaluate and identify:
 - a. Design issues.
 - b. Identify existing drainage components in project area (location, size, material, capacity, storm design adequacy and condition).
 - c. Need for drainage improvements.
 - d. Need for full depth pavement repairs.
 - e. Need for sidewalk replacement.
 - f. Location for new sidewalk.
 - g. Need for curb and gutter replacement.
 - h. Need for and limits of driveway replacement.
 - i. Need for which type of ADA ramps.
 - j. Utility locations and conflicts.
 - k. Tree conflicts.
5. Perform topographic and field survey of identified project locations. Areas requiring topographic survey are:

Locations where new sidewalk is to be designed and constructed. Topographic survey shall be on one side of street only, from back of curb to behind right of way line and shall include curb returns at intersections:

 - (a) 65th Place, 65th Terrace to Nall Avenue
 - (b) 65th Terrace, 65th Place to Nall Avenue
 - (c) 87th Street, Mission Road to Delmar Road
6. Gather aerial and topographic data from Johnson County AIMS mapping for all project locations.
7. Record location of existing traffic markings and review for compliance with MUTCD and City standards.
8. Identify location of bench marks and section markers.
9. Prepare preliminary construction plans (60%).
 - a. Project title sheet.
 - b. General site plan showing and identifying surface features such as street right-of-way, edge of pavement, sidewalks, driveways, boring locations, trees, house outline, address, owner name based on latest AIMS coverage data, irrigation systems, known electronic dog fences and any other pertinent surface feature.

- c. Plan sheets for street improvements showing all utilities, sanitary sewer, water, gas, electric, telephone, traffic signals, and street lights, as well as all conflicts and test pits. Profiles will be provided for streets when a topographic survey is performed.
 - d. Typical sections.
 - e. Cross sections for streets with a detailed topographic survey.
 - f. City details drawings and other special details pertinent to the project.
 - g. Traffic control plan showing temporary and permanent traffic control measures per MUTCD for various phases of construction.
10. Submit one set (one full size and one half size) of preliminary (60% completion) construction plans for City review.
 11. Present one set (half size) of preliminary plans to appropriate governmental agencies and utility companies requesting comments and verification of potential conflicts.
 12. Perform field check with City.
 13. Schedule, prepare for and attend two (2) public meetings for the project. The City will be responsible for sending notifications to the residents and property owners.
 14. Present a detailed opinion of probable construction cost of City defined construction pay items with quantities and current unit costs. Add to the total construction cost, a contingency of 15 percent.
 15. Attend and prepare minutes for up to four (4) project meetings and disperse the minutes to City representative and all other attendees within five working days.
 16. Prepare final documents base of review and comments from City and other review agencies of the preliminary plans.
 17. Prepare final project manual for City review.
 18. Submit one half size set of final (95%) plans and specifications for City review.
 19. Submit one half-size set of final (95%) plans and specifications to other appropriate governmental agencies and utility companies with identification of significant changes to preliminary design plans.
 20. Prepare a final opinion of probable construction cost.
 21. Prepare bid documents for the project using the City's standard documents for the Paving Program. Items listed in the Bidding Services and Construction Services Phases shall be performed for each bid package.
 22. Provide one hard copy and electronic copy of any report or plans. Provide files of the plans in PDF Format.

B. Bidding Services Phase

Bidding services will be provided for each program separately and include the following.

1. Provide the City a notice of bid for publication.
2. Post advertisement for bid on electronic plan room (Drexel Technologies) and provide bid documents for reproduction.
3. Via electronic plan room provide all bid documents for potential bidders to purchase.
4. Provide all utilities with bid set of plans and request attendance at pre-bid meeting.

5. Conduct a pre-bid meeting. Prepare minutes of pre-bid meeting and disperse to City representative and all other attendees within five working days.
6. Prepare and distribute addenda prior to bid opening. Assist bidders with questions during bidding.
7. Provide to the City an Engineer's Estimate and bid tab sheet prior to the bid opening.
8. Attend bid opening.
9. Check accuracy of bids, evaluate the bidders and make a recommendation of award to the City.
10. Prepare five sets construction documents including bonds for execution by the contractor and the City.
11. Provide one hard copy and electronic copy of any report or drawings. Provide files of the plans or drawings in PDF Format.

C. Construction Services Phase

Construction services will be provided for each program separately and include the following.

1. Prepare for attend preconstruction meeting with City and Contractor. Prepare and distribute meeting notes.
2. Provide periodic consultation by telephone or email to assist with construction issues.
 - a. Consultation will be initiated by Client and/or Construction Representative.
 - b. Consultant shall provide documentation on invoice that provides a brief description of the issue and/or activity.
 - c. Any consultation resulting from a design error by the Consultant shall be excluded from this scope of work and shall be provided at the expense of the Consultant.
3. Review shop drawings and submittals.
4. Prepare plan revisions as necessitated by conditions encountered in the field during construction, with the exception of traffic control plans.
5. Prepare final record drawings which reflect:
 - a. Minor design changes.
 - b. Changes made in the field by City representatives and are marked on the construction plan set.
6. Submit to the City electronic CAD files and TIFF images of the revised sheets.
7. Attend construction progress meetings as directed/requested by the Client. Four (4) meetings are budgeted.

Article IV Time Schedule

- A. Timely Progress** The Consultant's services under this Agreement have been agreed to in anticipation of timely, orderly and continuous progress of the Project.
- B. Authorization to Proceed** If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by the Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation.

- C. **Default Neither** City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Consultant under this Agreement. Should such circumstances occur, the consultant shall within a reasonable time of being prevented from performing, give written notice to the City describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.
- D. **Completion Schedule** Recognizing that time is of the essence, the Consultant proposes to complete the scope of services as specified in the Scope of Services:

Design Phase	Due by January 20, 2017
Bid Advertisement Date	February 14, 2017
Letting Date	March 10, 2017

Article V Compensation

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

2017 Paving Project	
Design Phase	\$ <u>76,885.00</u>
Bidding Services Phase	\$ <u>5,305.00</u>
Construction Services Phase	\$ <u>3,816.00</u>
Total Fee for Paving Project	\$ <u>86,006.00</u>

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

Article VI General Provisions

- A. Opinion of Probable Cost and Schedule:** Since the Consultant has no control over the cost of labor, materials or equipment furnished by Contractors, or over competitive bidding or market conditions, the opinion of probable Project cost, construction cost or project schedules are based on the experience and best judgment of the Consultant, but the Consultant cannot and does not guarantee the costs or that actual schedules will not vary from the Consultant's projected schedules.
- B. Quantity Errors:** Negligent quantity miscalculations or omissions because of the Consultant's error shall be brought immediately to the City's attention. The Consultant shall not charge the City for the time and effort of checking and correcting the errors to the City's satisfaction.
- C. Reuse of Consultant Documents:** All documents including the plans and specifications provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project. The Consultant shall retain an ownership and property interest upon payment therefore whether or not the Project is completed. The City may make and retain copies for the use by the City and others; however, such documents are not intended or suitable for reuse by the City or others as an extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant. The City shall indemnify and hold harmless the Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting reuse of the documents.
- D. Reuse of City Documents** In a similar manner, the Consultant is prohibited from reuse or disclosing any information contained in any documents, plans or specifications relative to the Project without the expressed written permission of the City.
- E. Insurance** The Consultant shall procure and maintain, at its expense, the following insurance coverage:
1. Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit;
 2. Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;
 4. Errors and omissions coverage of not less than \$1,000,000. Deductibles for any of the above coverage shall not exceed \$25,000 unless approved in writing by City.
 5. In addition, Consultant agrees to require all consultants and sub-consultants to obtain and provide insurance in identical type and amounts of coverage together and to require satisfaction of all other insurance requirements provided in this Agreement.
- F. Insurance Carrier Rating** Consultant's insurance shall be from an insurance carrier with an A.M. Best rating of A-IX or better, shall be on the GL 1986 ISO Occurrence form or such other form as may be approved by City, and shall name, by endorsement to be attached to the certificate of insurance, City, and its divisions, departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear, except that the additional insured requirement shall not apply to Errors and Omissions coverage. Such endorsement shall be ISO CG2010 11/85 or equivalent. "Claims Made" and "Modified Occurrence" forms are not acceptable, except for Errors and Omissions coverage. Each certificate of insurance shall state that such insurance will not be canceled until after thirty (30) days' unqualified written notice of cancellation or reduction has been given to the City, except in the event of nonpayment of premium, in which case there shall be ten (10) days' unqualified written notice. Subrogation against City and City's Agent shall be waived. Consultant's insurance policies shall be endorsed to indicate that

Consultant's insurance coverage is primary and any insurance maintained by City or City's Agent is non-contributing as respects the work of Consultant.

- G. Insurance Certificates** Before Consultant performs any portion of the Work, it shall provide City with certificates and endorsements evidencing the insurance required by this Article. Consultant agrees to maintain the insurance required by this Article of a minimum of three (3) years following completion of the Project and, during such entire three (3) year period, to continue to name City, City's agent, and other specified interests as additional insureds thereunder.
- H. Waiver of Subrogation** Coverage shall contain a waiver of subrogation in favor of the City, and its subdivisions, departments, officials, officers and employees.
- I. Consultant Negligent Act** If due to the Consultant's negligent act, error or omission, any required item or component of the project is omitted from the Construction documents produced by the Consultant, the Consultant's liability shall be limited to the difference between the cost of adding the item at the time of discovery of the omission and the cost had the item or component been included in the construction documents. The Consultant will be responsible for any retrofit expense, waste, any intervening increase in the cost of the component, and a presumed premium of 10% of the cost of the component furnished through a change order from a contractor to the extent caused by the negligence or breach of contract of the Consultant or its subconsultants.
- J. Termination** This Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, the nonperforming party shall have 14 calendar days from the receipt of the termination notice to cure the failure in a manner acceptable to the other party. In any such case, the Consultant shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but it is mutually agreed by the parties that the City will use them solely in connection with this Project, except with the written consent of the Consultant (subject to the above provision regarding Reuse of Documents).
- K. Controlling Law** This Agreement is to be governed by the laws of the State of Kansas.
- L. Indemnity** To the fullest extent permitted by law, with respect to the performance of its obligations in this Agreement or implied by law, and whether performed by Consultant or any sub-consultants hired by Consultant, the Consultant agrees to indemnify City, and its agents, servants, and employees against all claims, damages, and losses, including reasonable attorneys' fees and defense costs, caused by the negligent acts, errors, or omissions of the Consultant or its sub-consultants, to the extent and in proportion to the comparative degree of fault of the Consultant and its sub-consultants.
- M. Severability** Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- N. Notices** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from item to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

- O. Successors and Assigns** The City and the Consultant each is hereby bound and the partners, successors, executors, administrators, legal representatives and assigns of the City and the Consultant are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, legal representatives and assigns of such other party in respect of all covenants and obligations of this Agreement.
- P. Written Consent to Assign** Neither the City nor the Consultant may assign, sublet, or transfer any rights under the Agreement without the written consent of the other, which consent shall not be unreasonably withheld; provided, Consultant may assign its rights to payment without Owner's consent, and except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.
- Q. Duty Owed by the Consultant** Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by the Consultant to any Contractor, subcontractor, supplier, other person or entity or to any surety for or employee of any of them, or give any rights or benefits under this Agreement to anyone other than the City and the Consultant.

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

City:

City of Prairie Village, Kansas

By:

Laura Wassmer, Mayor

Address for giving notices:

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

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

ATTEST:

Joyce Hagen Mundy, City Clerk

Consultant:

Affinis Corp

By

Clifton M. Speegle, PE

Address for giving notices:

Affinis Corp

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

Telephone: 913-239-1110
Email: cspeegle@affinis.us

APPROVED AS TO FORM BY:

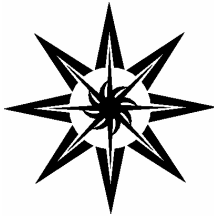
Catherine P. Logan, City Attorney



EXHIBIT B
PROJECT ESTIMATING SHEET
 PV Project Number: PAVP2017
 2017 Street Paving Program
 Prairie Village, Kansas

Revised Date: 10/10/2016
 Made By: KEL/CMS/ALR

Tasks	PRINCIPAL	SR. PROJECT	PROJECT	ENGINEER	ENGINEER	INTERN	DESIGN	CAD	CAD	PROJ.	LAND	LAND	SURVEY CREW	SURVEY CREW	LABOR	OTHER DIRECT COSTS		TOTAL
		MANAGER	MANAGER	II	I	ENGINEER (IE)	TECH I	TECH II	TECH I	SUPPORT	SURVEYOR II	SURVEYOR I	MEMBER II	MEMBER I	COSTS	ITEM	COST	FEE
DESIGN PHASE	\$220.00	\$215.00	\$175.00	\$145.00	\$120.00	\$100.00	\$95.00	\$85.00	\$80.00	\$75.00	\$160.00	\$100.00	\$90.00	\$70.00				
1 Startup meeting		1		1											\$360			\$360
2 Review existing information				2		2									\$490			\$490
3 Utility coordination		2		14		8	8								\$4,020			\$4,020
4 Field Reconnaissance				8			8	4							\$2,260			\$2,260
5 Field survey (topo)											4	18	48	48	\$10,120			\$10,120
6 AIMS mapping				1			2								\$335			\$335
7 Existing pavement markings				1		2		8							\$1,025			\$1,025
8 Preliminary plans (60%)	2														\$440			\$440
a. Cover Sheet								2							\$170			\$170
b. Site plans				2				2							\$460			\$460
c. Plan/profile sheets		4		24		30	56	55							\$17,335			\$17,335
d. Typical sections								2							\$170			\$170
e. Cross sections						10	55	16							\$7,585			\$7,585
f. Details				4		4	4	12							\$2,380			\$2,380
g. Traffic control & pavement marking plan				2		4		8							\$1,370			\$1,370
9 Preliminary plan (60%) submittal to City							4								\$380			\$380
10 Preliminary plan (60%) submittal to Utilities				2			4			2					\$820			\$820
11 Field Check (All w/City)				20			20								\$4,800			\$4,800
12 Public Meeting (2)		3		8		4									\$2,205			\$2,205
13 OPCC (+15%)		2		8			8								\$2,350			\$2,350
14 Project Meetings (Monthly) & documentation (assume 1)		2		2			2								\$910			\$910
15 Final design documents		2		8		4	8	24							\$4,790			\$4,790
16 Project manual		2		4		4				2					\$1,560			\$1,560
17 Final plan (95%) submittal to City							4								\$380			\$380
18 Final plan (95%) submittal to Utilities							4			2					\$530			\$530
19 OPCC		2		16		2	16	4							\$4,810			\$4,810
20 Prepare bid documents (all)	2	2		8		8	8			8					\$4,190			\$4,190
21 Deliverables (Hard copy & PDF)							2								\$190			\$190
																Mileage	\$200.00	\$200
																Repro./Delivery	\$250.00	\$250
DESIGN PHASE - SUBTOTAL HOURS	4	22	0	135	0	82	213	137	0	14	4	18	48	48				
DESIGN PHASE - SUBTOTAL FEE	\$880	\$4,730	\$0	\$19,575	\$0	\$8,200	\$20,235	\$11,645	\$0	\$1,050	\$640	\$1,800	\$4,320	\$3,360	\$76,435		\$450.00	\$76,885



ADMINISTRATION

Committee Meeting: November 7, 2016
Council Meeting Date: November 7, 2016

COU2016-64 Consider changing Short Term and Long Term Disability carriers.

RECOMMENDATION

Staff recommends the City approve The Standard as the new provider for employer-paid long-term coverage and employee-paid short-term coverage. This recommendation is a continuation of the medical benefits approval from October 17, 2016. At that time, the 2017 rates had not been received to include in that packet.

The current provider, Hartford is asking for a price increase from \$.295 to \$.388 (per \$100 of covered payroll) with a one year rate guarantee. This change would increase the City's annual cost by \$2,565. The Standard has agreed to maintain the \$.295 rate with a three year guarantee. Moving to The Standard will keep the City's annual cost of Long-Term Disability to approximately \$14,839.

SUGGESTED MOTION

Move that the committee approve changing from Hartford to The Standard as the City's disability carrier.

BACKGROUND

The City began using Hartford in 2011 as the provider for long-term disability coverage. This coverage is provided to the employees by the City. In 2013 short-term disability coverage was added and is paid 100% by the employee. The Standard has been the City's provider for Life Insurance and AD&D coverage since 2011.

FUNDING SOURCE

Employee insurance premiums are funded with the General Fund.

Prepared By:

Amy Hunt

Human Resources Manager

Date: November 1, 2016



Municipal Court/Police Department

Council Committee Date: November 7, 2016

Council Meeting Date: November 7, 2016

Consider adoption of the 2016 Uniform Public Offense Code for Kansas Cities and the 2016 Standard Traffic Ordinance for Kansas Cities, with certain changes, additions and deletions

RECOMMENDATION

Staff recommends that Governing Body adopt Ordinance No. 2355 adopting the Uniform Public Offense Code edition of 2016 (UPOC) and Ordinance No. 2356 adopting the Standard Traffic Ordinance edition of 2016 (STO) prepared and published by the League of Kansas Municipalities with certain sections amended, deleted and with additional and supplemental sections.

BACKGROUND

On an annual basis, the City receives the latest edition of the UPOC and the STO from the League of Kansas Municipalities. The 2016 UPOC and 2016 STO were reviewed against current City ordinances for any discrepancies. Any deletions or additions were reviewed and approved by the City Attorney in consultation with the Police Department. The following addresses changes to the 2016 UPOC and 2016 STO made by the attached ordinances.

UPOC Ordinance No 2355:

The Uniform Public Offence Code (“UPOC”), which is published annually by the League of Kansas Municipalities, includes about 100 public offenses which may be prosecuted in municipal courts. Some UPOC provisions have parallel provisions under state law (prosecuted by the District Attorney in state court) and some are local violations only. Prairie Village and Mission Hills have historically adopted the current annual version of the UPOC, with amendments. In 2015, both cities adopted the 2015 version of the UPOC with certain changes.

EXPLANATION OF CHANGES TO THE 2016 UPOC PROPOSED IN ORDINANCE NO. 2355 - All changes are consistent with prior versions of the UPOC as adopted by Prairie Village.

SECTION TWO incorporates and restates changes to the 2015 UPOC added by Ordinance No. 2348, originally adopted 2-16-16, amending the legal age to purchase tobacco products from 18 to 21.

SECTIONS THREE AND FOUR add offenses which are not included in the UPOC. These changes were made by PV to the 2015 and prior versions of the UPOC.

SECTION FIVE adds the offense of possession of firearms while under the influence as a City offense, incorporating the elements of the same offense under state law. The actions described in SECTION FIVE can be charged as either a state violation, prosecuted by the District Attorney, or a municipal court violation, prosecuted by the City Prosecutor. The LKM did not include this offense in the UPOC because it felt that it should be up to individual cities to include or not include as a municipal court violation by amending the UPOC. This change was made by PV to the 2015 and prior versions of the UPOC.

SECTION SIX modifies the 2016 UPOC version of the offense of unlawful discharge of firearms to delete exceptions to allow discharge of firearm to take wildlife, to defend against an animal attack, or to allow discharge using blanks (except as noted for ceremonial purposes). This change were made by PV to the 2015 and prior versions of the UPOC.

SECTION SEVEN deletes certain UPOC smoking offenses, covered elsewhere in the PV Code, and adds certain offenses not included in the UPOC. These changes were made by PV to the 2015 and prior versions of the UPOC.

A Summary of substantive changes to the 2016 UPOC itself is attached.

STO Ordinance No. 2356:

EXPLANATION OF CHANGES TO THE 2016 STO PROPOSED IN ORDINANCE NO. 2356 – All changes are consistent with prior versions of the STO as adopted by Prairie Village.

SECTION ONE: Incorporates 2015 Standard Traffic Ordinance for Kansas Cities and adds language (to include walking, jogging, running) from Prairie Village Municipal Code Ordinance 11-705, DEFINITIONS, PEDESTRIANS to the 2015 Standard Traffic Ordinance for Kansas Cities, Definition of Pedestrians. The definition addition carries over the same provision from 2015.

SECTION TWO: Establishes Prairie Village Municipal Code 11-602, SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES, which defines traffic offenses slightly more broadly than UPOC and infractions under the Prairie Village Municipal Code. Carries over same provision from 2015.

SECTION THREE: Establishes Prairie Village Municipal Code 11-603, PENALTY FOR SCHEDULED FINES, which establishes fines for offenses or infractions which do not have a penalty section under the 2015 Standard Traffic Ordinance for Kansas Cities or the Prairie Village Municipal Code. Carries over same provision from 2015.

SECTION FOUR: Modifies Article 4, Section 13.1(c) of the STO by allowing Public Works vehicles during snow to possess a traffic control signal device. Carries over same provision from 2015.

SECTION FIVE: Modifies Article 13, Section 107 of the STO by adding language allowing for remote control starts of vehicles. Carries over same provision from 2015.

SECTION SIX: Adds a Sec. 193(1) to Article 19 of the STO which requires driver's license holder to notify the Kansas Department of revenue- motor vehicles of a name or address change within 10 days of such change. Carries over same provision from 2015.

A Summary of substantive changes to the 2016 STO itself is attached.

FUNDING SOURCE

N/A

ATTACHMENTS

Ordinance 2355 - 2016 UPOC
Summary Changes to 2016 UPOC
Ordinance 2356 - 2016 STO
Summary Changes to 2016 STO

PREPARED BY

Catherine P. Logan
City Attorney
November 3, 2016

ORDINANCE NO. 2355

AN ORDINANCE REGULATING PUBLIC OFFENSES WITH THE CITY OF PRAIRIE VILLAGE, KANSAS; INCORPORATING BY REFERENCE THE “UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES” EDITION OF 2015, WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS; AND REPEALING EXISTING SECTIONS 11-101 THROUGH 11-109 OF ARTICLE 1 OF CHAPTER XI OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, 2003, ENTITLED “PUBLIC OFFENSES & TRAFFIC”.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

SECTION ONE Article 1 of Chapter XI, Section 11-101 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-101. INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Prairie Village, Kansas, that certain code known as the “Uniform Public Offense Code,” edition of 2016, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such sections as are deleted, modified or supplemented hereby. No fewer than two copies of said Uniform Public Offense Code shall be marked or stamped, “Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas” with such additional sections clearly marked and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

SECTION TWO

Article 1 of Chapter XI, Section 11-102 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-102. Article 5 of the Uniform Public Offense Code, edition of 2016 is hereby amended by deleting existing Sections 5.6 and 5.7 and by inserting in place thereof the following:

Section 5.6 Purchase or Possession of Cigarettes or Tobacco Products by a Minor

It shall be unlawful for any person:

- (a) Who is under 21 years of age to purchase or attempt to purchase cigarettes, electronic cigarettes, liquid nicotine or tobacco products; or
- (b) Who is under 18 years of age to possess or attempt to possess cigarettes, electronic cigarettes, liquid nicotine or tobacco products. (K.S.A. 79-3321:3322, as amended).
- (c) For the purposes of this Section, the terms are defined in K.S.A. 79-3301 and amendments thereto, except liquid nicotine which is the active ingredient of the tobacco plant (nicotine) in liquefied

form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body.

Violation of this section shall be an ordinance cigarette or tobacco infraction for which the fine shall be a minimum of \$25 and a maximum of \$100. In addition, the judge may require a person charged with violating this section to appear in court and/or may require completion of a tobacco education program.”

Section 5.7 Selling, Giving or Furnishing Cigarettes or Tobacco Products to a Minor.

(a) It shall be unlawful for any person, directly or indirectly, to:

(1) Sell, furnish or distribute cigarettes, electronic cigarettes, liquid nicotine or tobacco products to any person under 21 years of age; or

(2) Buy any cigarettes, electronic cigarettes, liquid nicotine or tobacco products for any person under 21 years of age.

(b) It shall be a defense to a prosecution under this section if:

(1) The defendant is a licensed retail dealer, or employee thereof, or a person authorized by law to distribute samples;

(2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, liquid nicotine or tobacco products to the person under 21 years of age with reasonable cause to believe the person was of legal age to purchase or receive cigarettes, electronic cigarettes, liquid nicotine or tobacco products; and

(3) To purchase or receive the cigarettes, electronic cigarettes, liquid nicotine or tobacco products, the person under 21 years of age exhibited to the defendant a driver’s license, Kansas non driver’s identification card or other official or apparently official document containing a photograph of the person and purporting to establish that the person was of legal age to purchase or receive cigarettes, electronic cigarettes, liquid nicotine or tobacco products.

(4) For purposes of this section the person who violates this section shall be the individual directly selling, furnishing or distributing the cigarettes, electronic cigarettes, or tobacco products to any person under 21 years of age or the retail dealer who has actual knowledge of such selling, furnishing or distributing by such individual or both.

(c) It shall be a defense to a prosecution under this subsection if:

(1) The defendant engages in the lawful sale, furnishing or distribution of cigarettes, electronic cigarettes, or tobacco products by mail; and

(2) The defendant sold, furnished or distributed the cigarettes, electronic cigarettes, or tobacco products to the person by mail only after the person had provided to the defendant an unsworn declaration, conforming to K.S.A. 53- 601 and amendments thereto, that the person was 21 or more years of age.

(d) For the purposes of this Section, the terms are defined in K.S.A. 79-3301 and amendments thereto, except liquid nicotine which is the active ingredient of the tobacco plant (nicotine) in liquefied form suitable for the induction of nicotine, whether by nasal spray, ingestion, smoking or other means, into the human body.

(e) As used in this section, "sale" means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes or tobacco products, with or without consideration. (K.S.A. Supp. 79-3302, 79-3321:79-3322).

Violation of this section shall constitute a Class B violation punishable by a minimum fine of \$200.

SECTION THREE

Article 1 of Chapter XI, Section 11-104 of the Code of the City of Prairie Village is hereby amended to read as follows:-

11.104. Article 6 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

Section 6.26 Unlawful Posting of Pictures and Advertisements

- (a) Unlawful posting of pictures and advertisements is:
- (1) The putting up, affixing or fastening of either or both to a traffic control device or traffic control standard or telegraph, telephone, electric light, power or other utility pole, but it is not unlawful to affix official traffic control devices to such poles; or
 - (2) The placement of either or both on public property other than as prescribed in subdivision 3 of this subsection;
 - (3) The placement of either or both on right-of-way without the consent of the landowner or the person in possession whose land lies along the right-of-way where such picture or advertisement is placed; or
 - (4) The placement of either on private property without the consent of the landowner or the person in possession of such property.
- (b) It is unlawful for any person within the city limits to tack, paste, paint, hang or place in any manner whatsoever, or cause to be tacked, posted, hung, or placed in any manner whatsoever, any handbills, dodgers, signs, or advertisements, written or unwritten, or printed matter, to or upon any telephone or telephone pole, sidewalk, or building in the city, or to throw, scatter or cause to be thrown or scattered, any handbills, dodgers or other advertisements or propaganda, or of written or printed matter or paper of any kind upon any street, alley, sidewalk, vacant lot, city property, or yard within the city limits.

Unlawful posting of pictures and advertisements is a Class C violation.

Section 6.27 Opening, Damaging or Removing Coin-Operated Machines

Opening, damaging or removing coin-operated machines is willfully and knowingly opening, removing or damaging any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services or any part thereof, with intent to commit theft.

Violation of this section is a Class A violation.

Section 6.28 Possession of Tools for Opening, Damaging or Removing Coin-Operated Machines

Possession of tools for opening, damaging or removing coin-operated machines is the possession of any key, tool, instrument or other device, or any drawing, print or mold of a key or other device or any explosive specifically designed for or suitable for the use in opening or breaking into any parking meter, coin telephone, vending machine dispensing goods or services, money changer or any other device designed to receive money in the sale, use or enjoyment of property or services with intent to commit theft.

Violation of this section is a Class B violation.

SECTION FOUR

Article 1 of Chapter XI, Section 11-105 of the Code of the City of Prarie Village is hereby amended to read as follows:

11.105. Article 9 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

Section 9.14 Loitering

(a) Loitering is loafing, wandering, standing or remaining idle, either alone or in concert with others, in a public place in such manner so as to:

(1) Obstruct any public street, public highway, public sidewalk or public building or any other place of public access by hindering or impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;

(2) Committing in or upon any public street, public highway, public sidewalk or public building or any other place of public access any act or thing which is an obstruction or interference to the free and uninterrupted use of property or with any business lawfully conducted by anyone in or upon or facing or fronting on any such public street, public highway, public sidewalk or public building or any other place of public access, all of which prevents the free and uninterrupted ingress, egress and regress therein, thereon and thereto.

(b) When any person causes or commits any of the conditions enumerated in this section, a law enforcement officer shall order that person to stop causing or committing such conditions and to move on or disperse. Any person who fails or refuses to obey such order is guilty of a violation of this section.

Violation of this section is a Class C violation.

Section 9.15 Unsolicited Publications -- Penalty

(a) No person shall either directly or indirectly place or deposit or cause to be placed or deposited, upon any building or structures used for human abode, including the lot or lots upon which the structure is located or upon any right-of-way or city property within the city, any newspaper, magazine, publication or any other printed material if the owner or occupant of the structure has previously requested in writing that the publisher or deliverer of the material not place or deposit the material on the structure or lot.

(b) Exceptions. The provisions of this section shall not apply to distributions made through the U.S. Postal Service or any other private postal service.

(c) Penalties. Any person who violates the provisions of this section shall, upon conviction thereof, be punished for each such violation by a fine not exceeding \$100 for each such violation.

Section 9.16 Residential Picketing

It is unlawful for any person to engage in picketing before or about the residence or dwelling of any individual in the city or before or about any church in the city.

Every person convicted of violating this section shall be imprisoned for not more than one year or fined not more than \$2,500 or by both such fine and imprisonment, provided that any person convicted of a second or subsequent conviction shall be required to be confined to not less than five consecutive days in the county jail in addition to any penalty assessed, which period of imprisonment shall not be suspended nor the defendant placed on probation until the five consecutive days are served.

SECTION FIVE

Article 1 of Chapter XI, Section 11-106 of the Code of the City of Prarie Village is hereby amended to read as follows:

11-106. Article 10 of the Uniform Public Offense Code, edition of 2016 is hereby supplemented to add the following:

10.3.1. Possession of a Firearm While Under the Influence

(a) Possession of a firearm under the influence is knowingly possessing or carrying a loaded firearm on or about such person, or within such person's immediate access and control while in a vehicle, while under the influence of alcohol or drugs, or both, to such a degree as to render such person incapable of safely operating a firearm.

(b) Possession of a firearm under the influence is a class A nonperson misdemeanor.

(c) This section shall not apply to:

(1) A person who possesses or carries a firearm while in such person's own dwelling or place of business or on land owned or possessed by such person; or

(2) the transitory possession or use of a firearm during an act committed in self-defense or in defense of another person or any other act committed if legally justified or excused, provided such possession or use lasts no longer than is immediately necessary.

(d) If probable cause exists for a law enforcement officer to believe a person is in possession of a firearm under the influence of alcohol or drugs, or both, such law enforcement officer shall request such person submit to one or more tests of the person's blood, breath, urine or other bodily substance to determine the presence of alcohol or drugs. The selection of the test or tests shall be made by the officer.

(e) (1) If a law enforcement officer requests a person to submit to a test of blood under this section, the withdrawal of blood at the direction of the officer may be performed only by:

(A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;

(B) a registered nurse or a licensed practical nurse;

(C) any qualified medical technician, including, but not limited to, an emergency medical technician-intermediate, mobile intensive care technician, an emergency medical technician-intermediate/defibrillator, an advanced emergency medical technician or a paramedic, as those terms are defined in K.S.A. 65-6112, and amendments thereto, authorized by medical protocol; or

(D) a phlebotomist.

(2) A law enforcement officer may direct a medical professional described in this subsection to draw a sample of blood from a person if the person has given consent or upon meeting the requirements of subsection (d).

(3) When so directed by a law enforcement officer through a written statement, the medical professional shall withdraw the sample as soon as practical and shall deliver the sample to the law enforcement officer or another law enforcement officer as directed by the requesting law enforcement officer as soon as practical, provided the collection of the sample does not jeopardize the person's life, cause serious injury to the person or seriously impede the person's medical assessment, care or treatment. The medical professional authorized herein to withdraw the blood and the medical care facility where the blood is drawn may act on good faith that the requirements have been met for directing the withdrawing of blood once presented with the written statement provided for under this subsection. The medical professional shall not require the person to sign any additional consent or waiver form. In such a case, the person authorized to withdraw blood and the medical care facility shall not be liable in any action alleging lack of consent or lack of informed consent.

(4) Such sample or samples shall be an independent sample and not be a portion of a sample collected for medical purposes. The person collecting the blood sample shall complete the collection portion of a document provided by law enforcement.

(5) If a sample is to be taken under authority of a search warrant, and the person must be restrained to collect the sample pursuant to this section, law enforcement shall be responsible for applying any such restraint utilizing acceptable law enforcement restraint practices. The restraint shall be effective in controlling the person in a manner not to jeopardize the person's safety or that of the medical professional or attending medical or health care staff during the drawing of the sample and without interfering with medical treatment.

(6) A law enforcement officer may request a urine sample upon meeting the requirements of subsection (d).

(7) If a law enforcement officer requests a person to submit to a test of urine under this section, the collection of the urine sample shall be supervised by:

(A) A person licensed to practice medicine and surgery, licensed as a physician's assistant, or a person acting under the direction of any such licensed person;

(B) a registered nurse or a licensed practical nurse; or

(C) a law enforcement officer of the same sex as the person being tested.

The collection of the urine sample shall be conducted out of the view of any person other than the persons supervising the collection of the sample and the person being tested, unless the right to privacy is waived by the person being tested. When possible, the supervising person shall be a law enforcement officer. The results of qualitative testing for drug presence shall be admissible in evidence and questions of accuracy or reliability shall go to the weight rather than the admissibility of the evidence. If the person is medically unable to provide a urine sample in such manner due to the injuries or treatment of the injuries, the same authorization and procedure as used for the collection of blood in paragraphs (2) and (3) shall apply to the collection of a urine sample.

(8) The person performing or assisting in the performance of any such test and the law enforcement officer requesting any such test who is acting in accordance with this section shall not be liable in any civil and criminal proceeding involving the action.

(f) (1) The person's refusal shall be admissible in evidence against the person at any trial on a charge arising out of possession of a firearm under the influence of alcohol or drugs, or both.

(2) Failure of a person to provide an adequate breath sample or samples as directed shall constitute a refusal unless the person shows that the failure was due to physical inability caused by a medical condition unrelated to any ingested alcohol or drugs.

(3) In any criminal prosecution for a violation of this section, if the court finds that a person refused to submit to testing when requested pursuant to this section, the county or district attorney, upon petition to the court, may recover on behalf of the state, in addition to the criminal penalties provided in this section, a civil penalty not exceeding \$ 1,000 for each violation.

(g) If a person who holds a valid license to carry a concealed handgun issued pursuant to K.S.A. 2013 Supp. 75-7c01 et seq., and amendments thereto, is convicted of a violation of this section, such person's license to carry a concealed handgun shall be revoked for a minimum of one year for a first offense and three years for a second or sub-sequent offense.

(h) In any criminal prosecution for possession of a firearm under the influence of alcohol or drugs, or both, evidence of the concentration of alcohol or drugs in the defendant's blood, urine, breath or other bodily substance may be admitted and shall give rise to the following:

(1) If the alcohol concentration is less than .08, that fact may be considered with other competent evidence to determine if the defendant was under the influence of alcohol or drugs, or both.

(2) If the alcohol concentration is .08 or more, it shall be prima facie evidence that the defendant was under the influence of alcohol.

(3) If there was present in the defendant's bodily substance any narcotic, hypnotic, somnifacient, stimulating or other drug which has the capacity to render the defendant

incapacitated, that fact may be considered to determine if the defendant was under the influence of alcohol or drugs, or both.

(i) The provisions of subsection (h) shall not be construed as limiting the introduction of any other competent evidence bearing upon the question of whether or not the defendant was under the influence of alcohol or drugs, or both.

(j) Upon the request of any person submitting to testing under this section, a report of the results of the testing shall be made available to such person. (2013 HB 2578, Section 6)

SECTION SIX

Article 1 of Chapter XI, Section 11-107 of the Code of the City of Prairie Village is hereby amended to read as follows:

11.107. Article 10 of the Uniform Public Offense Code, edition of 2016 is hereby amended by deleting existing Section 10.5 and by inserting in place thereof the following:

10.5 UNLAWFUL DISCHARGE OF FIREARMS.

(a) Unlawful discharge of firearms is the discharging or firing of any gun, rifle, pistol, revolver or other firearm within the city.

(b) This section shall not be construed to apply:

(1) If the firearm is discharged in the lawful defense of one's person, another person or one's property;

(2) To the discharge of firearms by any duly authorized law enforcement officer when necessary in the discharge of his or her official duties;

(3) To the discharge of firearms in any licensed shooting gallery or licensed shooting range; or

(4) To firing squads for ceremonials as approved by the Chief of Police.

Unlawful discharge of firearms is a Class B violation. (KSA 21-6308a)

SECTION SEVEN

Article 1 of Chapter XI, Section 11-108 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-108. Article 10 of the Uniform Public Offense Code is hereby amended to delete sections 10.24, Smoking Prohibited, 10.25, Smoking-Posted Premises and 10.26, Smoking Prohibited-Penalties and supplemented to add the following provisions:

Section 10.27 Intoxicating Liquor and Cereal Malt Beverage -- Consumption and Possession of Open Containers Prohibited at Certain Places

It is unlawful for any person to drink, consume, or possess an open container of alcoholic liquor or cereal malt beverage upon the public streets, alleys, roads or highways, or upon property owned by the City.

(a) The provisions of this section shall not apply to the consumption or possession of alcoholic liquor or cereal malt beverage upon property owned by the city and operated as the Prairie Village Community Center; provided further, that no person

shall possess or consume any alcoholic liquor or cereal malt beverage at the Prairie Village Community Center unless:

- (1) That person is in attendance at an event or a function for which permit authorizing the serving and consumption of liquor and beer has been previously issued by the city, and
- (2) The liquor or beer being consumed has been provided by the individual, person, or organization to which the permit has been issued.

Violation of this section is a Class C violation.

Section 10.28 Drunkenness

It is unlawful for any person to be drunk on any highway, street or in any public place or building in the city.

Violation of this section is a Class B violation.

Section 10.29 Impersonating an Officer

It is unlawful for any person to exercise or to assume to exercise any of the powers conferred upon any police officer, or to represent himself or herself to be any such officer, or to possess the power and authority thereof, unless such person is a duly authorized officer of the law.

Violation of this section is a Class B violation.

Section 10.30 Vehicles in City Parks

It is unlawful to run, stand or park any motor vehicle or motorized bicycle through or across or over any part of any city park, other than roadways or parking areas so designated.

Violation of this section is a Class C violation.

Section 10.31 Smoking on Common Carrier Buses -- Penalty

- (a) No person shall smoke or carry in his or her hand a lighted cigar, cigarette or pipe, while in or upon any motorbus operated in common carrier passenger service upon the streets or public ways of the city.
- (b) Any person who shall violate any of the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$5 nor more than \$100.

Section 10.32 Public Urination or Defecation

No person shall urinate or defecate in any place open to the public or while exposed to public view, except while using appropriate fixtures in a restroom or other facility designed for the sanitary disposal of human waste.

Violation of this section is a Class C violation.

Section 10.33 Public Nudity

No person shall knowingly or intentionally appear in a state of nudity in a public place. Nudity is defined as the showing of the human male or female genitals, pubic area or buttocks with less than a full opaque covering; the showing of the female breast with less than a full opaque covering of any portion thereof below the top of the nipple; or the depiction of covered male genitals in a discernible state of sexual arousal.

Violation of this section is a Class A violation.

SECTION EIGHT

Article 1 of Chapter XI, Section 11-109 of the Code of the City of Prarie Village is hereby added to read as follows:

11-109. Article 11 of the Uniform Public Offense Code is hereby supplemented to add the following provisions:

Section 11.13 Window Peeping

Window peeping is the going upon property owned or occupied by another without such person’s consent for the purpose of looking into any window, door, skylight or other opening into a house, room or building.

Violation of this section is a Class A violation.

SECTION TEN

Article 1 of Chapter XI, Sections 11-101 through 11-109 of the Code of the City of Prarie Village are hereby repealed.

SECTION ELEVEN

This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED THIS ___ DAY OF _____, 2016

Laura Wassmer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney

Summary of Changes in 2016 UPOC (excluding “technical” and clean up items)

UPOC Section 3.2 BATTERY AGAINST A LAW ENFORCEMENT OFFICER: amended to include in definition of “attorney” city attorney, assistant city attorney, city prosecutor and assistant city prosecutor (previously defined as county attorneys, district attorneys, attorneys general and public defenders and assistants to each of those).

Section 3.12 Breach of Privacy. (Amended by HB 2501) to exclude from the offense of Breach of Privacy: “(2) a provider of an interactive computer service, as defined in 47 U.S.C. § 230, for content provided by another person; (3) a radio common carrier, as defined in K.S.A. 66-1,143, and amendments thereto; and (4) a local exchange carrier or telecommunications carrier as defined in K.S. A. 66-1,187, and amendments thereto.”

Section 5.8 Purchase, Consumption or Possession of Alcoholic Liquor or Cereal Malt Beverage by a Minor; 18-21. (Amended by SB 133) creating three circumstances which persons would be immune from prosecution under this ordinance relating to medical help.

Section 6.1 Theft. (Amended by HB 2462) Previously misdemeanor theft was \$1000 and lower; that threshold was raised to \$1500 and lower.

ORDINANCE NO. 2356

AN ORDINANCE REGULATING TRAFFIC WITHIN THE CITY OF PRAIRIE VILLAGE, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES," EDITION OF 2016; WITH CERTAIN AMENDMENTS, DELETIONS AND ADDITIONS; AMENDING AND REPEALING EXISTING SECTIONS 11-601 THROUGH 11-607 OF ARTICLE 6 OF CHAPTER XI OF THE CODE OF THE CITY OF PRAIRIE VILLAGE, 2003, ENTITLED "STANDARD TRAFFIC ORDINANCE".

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PRAIRIE VILLAGE, KANSAS:

SECTION ONE

Article 6 of Chapter XI, Section 11-601 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-601. INCORPORATING STANDARD TRAFFIC ORDINANCE AND ADDING A SUBSECTION TO THE DEFINITION OF PEDESTRIAN

A. There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City of Prairie Village, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2015, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. Not less than two copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Prairie Village, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The Police Department, municipal judges and all administrative departments of the city charged with the enforcement of the ordinances shall be supplied, at the cost of the city, such number of official copies of such "Standard Traffic Ordinance" similarly marked, deleted and changed as may be deemed expedient.

B. Article 1, Section 1, DEFINITIONS, "Pedestrian" of the Standard Traffic Ordinance for Kansas Cities, Edition of 2016, is hereby amended by adding the following subsection (d) to the definition of "Pedestrian":

(d) The term pedestrian includes individuals who are walking, jogging or running within the city limits of Prairie Village, Kansas. When this article requires that pedestrians walk in a certain fashion, the term walk shall be defined to include the acts of running and jogging.

SECTION TWO

Article 6 of Chapter XI, Section 11-602 of the Code of the City of Prarie Village is hereby adopted to read as follows:

11-602. SAME; TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.

(a) An ordinance traffic infraction is a violation of any section of this article that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. Supp. 8-2118.

(b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

SECTION THREE

Article 6 of Chapter XI, Section 11-603 of the Code of the City of Prarie Village is hereby adopted to read as follows:

11-603. PENALTY FOR SCHEDULED FINES.

(a) The fine for violation of an ordinance traffic infraction or any other traffic offense for which the municipal judges establish a fine in a fine schedule shall not be more than \$500. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.

(b) Every person convicted of a violation of any of the provisions of this ordinance for which another penalty is not provided by this ordinance or by the schedule of fines established by the judge of the municipal court shall be punished for first conviction thereof by a fine of not more than \$500 or by imprisonment for not more than one month or by both such fine and imprisonment; for a second such conviction within one year thereafter that person shall be punished by a fine of not more than \$1,000 or by imprisonment for not more than six months or both such fine and imprisonment; upon a third or subsequent conviction within one year after the first conviction such person shall be punished by a fine of not more than \$2,500 or by imprisonment for not more than one year or by both such fine and imprisonment. (K.S.A. 8-2116; K.S.A. 21-4503; K.S.A. 21-4503a).

SECTION FOUR

Article 6 of Chapter XI, Section 11-604 of the Code of the City of Prarie Village is hereby adopted to read as follows:

11-604. TRAFFIC CONTROL SIGNAL PREEMPTION DEVICES

Article 4, Section 13.1(c) of the Standard Traffic Ordinance for Kansas Cities, Edition of 2016, is hereby amended by deleting and replacing subsection (c) with the following:

“(c) The provisions of this section shall not apply to the operator, passenger, or owner of any of the following authorized emergency or public works vehicles, in the course of such person’s emergency or public safety duties:

- (1) Publicly owned fire department vehicles
- (2) Publicly owned police vehicles
- (3) Motor vehicles operated by ambulance services permitted by the emergency medical services board; or
- (4) Publicly owned public works vehicles during snow removal operations.”

SECTION FIVE

Article 6 of Chapter XI, Section 11-605 of the Code of the City of Prarie Village is hereby amended to read as follows:

11-605. UNATTENDED MOTOR VEHICLE.

Article 13, Section 107 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2016, is hereby amended to read as follows:

“**Sec. 107. Unattended Vehicles.** No person either operating or in charge of a motor vehicle shall leave the vehicle unattended and unlocked on either a public or private area within the City unless the ignition of such vehicle is in the locked position, the keys are removed from the ignition and effectively setting the brake thereon and, when standing upon any grade, turning the front wheels to the curb or side of the highway. These provisions shall not apply if the windows are closed and the doors locked or the vehicle is in a closed and secure building or when an engine has been activated by a remote starter system when the keys are not in the motor vehicle. A vehicle shall be presumed unattended if the owner or person in charge of the vehicle is not in the vehicle or is not in the immediate vicinity so as to have direct control or access to the vehicle.”

SECTION SIX

Article 6 of Chapter XI, Section 11-606 of the Code of the City of Prairie Village is hereby amended to read as follows:

11-606. DRIVER’S LICENSE NOTICE OF CHANGE OF ADDRESS OR NAME:

Article 19, Sec. 193 of the Standard Traffic Ordinance for Kansas Cities, Edition of 2016, is hereby amended by adding Sec. 193(1) to read as follows:

“Sec. 193(1) Driver’s License Notice of Change of Address or Name. Whenever any person, after applying for or receiving a driver’s license shall move from the mailing address or residence address named in such application or in the driver’s license issued to such person, or when the name of the licensee is changed by marriage or otherwise, such person, within ten (10) days thereafter, shall notify the Kansas Department of Revenue motor vehicles division in writing of such person’s old and new mailing and / or residence address and / or of such former and new name(s) and the driver’s license number of such person.”

SECTION SEVEN

Article 1 of Chapter XI, Sections 11-601 through 11-607 of the Code of the City of Prairie Village are hereby repealed.

SECTION EIGHT

This ordinance shall take effect and be enforced from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED THIS 7th DAY OF NOVEMBER, 2016.

Laura Wassmer, Mayor

ATTEST:

APPROVED AS TO FORM:

Joyce Hagen Mundy, City Clerk

Catherine P. Logan, City Attorney

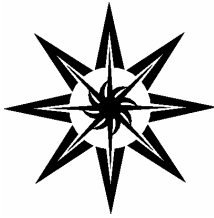
Summary of Changes in 2016 STO (excluding “technical” and clean up items)

STO Sections 30, 30.1 and 30.2

Under K.S.A. 8-1025, refusing to submit to an alcohol or drug test was a separate offense, with penalties, in addition to the Driving Under the Influence (DUI) penalties. Prior versions of STO Section 30 incorporated K.S.A. 8-1025.

In February, 2016, the Kansas Supreme Court ruled that K.S.A. 8-1025 was unconstitutional. As a result the League of Kansas Municipalities removed those provisions from the STO

While the refusal to submit to an alcohol or drug test is no longer a separate misdemeanor offense in the STO, the refusal to submit to an alcohol or drug test can still result in an administrative suspension of the person’s driver’s license.



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: November 7, 2016

Council Meeting Date: November 7, 2016

CONSIDER AGREEMENT WITH BLACK AND MCDONALD FOR STREETLIGHT MAINTENANCE SERVICES.

RECOMMENDATION

Execute the agreement with Black and McDonald for maintenance of the streetlight system for \$176,175.

BACKGROUND

On November 1, 2016 the streetlight system in Prairie Village was purchased from KCPL. With the purchase of the system we now have to maintain and make repairs to the system ourselves. This work and associated costs were contemplated when deciding to purchase the streetlight system. This agreement includes the yearly cost to maintain the streetlight system as well as the installation costs to upgrade to LED heads. The actual heads will be purchased directly by the City under a separate contract. We bid these services and two bids were received as summarized below. This agreement will renew for two one year periods.

	General <u>Maintenance</u>	LED Head <u>Installation</u>	<u>TOTAL</u>
Black and McDonald	\$ 55,890	\$ 121,086	\$176,175
Mark One	\$ 111,780	\$ 196,168	\$307,948

This yearly cost correlates to about \$27.00 per streetlight per year to maintain the system. Based on other City's costs for similar work it is a good price. Black and McDonald maintains several other City's streetlights and was KCPL's contractor that maintained the streetlights in Prairie Village. Given the above information we recommend award of the contract to Black and McDonald.

This agreement also established Unit Prices for changes and modifications to the street light system that are not considered maintenance. Black and McDonald was the low bid for our estimated quantities for various street light items. The cost for these items is shown below.

	<u>Total Bid</u>
Black and McDonald	\$ 95,385
Mark One	\$ 183,993

FUNDING SOURCES

Funds for this work will come from the City's operations budget for streetlights.

ATTACHMENTS

Agreement with Black and McDonald

PREPARED BY

Keith Bredehoeft, Public Works Director

November 1, 2016

AGREEMENT FOR STREET LIGHT MAINTENANCE SERVICES

This Agreement, made this October day of 2014, by and between *Custom Lighting Services LLC dba Black McDonald*, hereinafter referred to as Contractor, and the CITY OF PRAIRIE VILLAGE, KANSAS, hereinafter referred to as City, shall be in full force and effect during calendar years 2016 through 2017 with the following terms and conditions.

The Contractor proposes and agrees to provide all necessary machinery, tools, and equipment; and to do all the work specified in these documents of the agreement in the manner herein prescribed and according to the requirements of the City as herein set forth.

This document will be the only executed agreement. Any additions or changes must be added as a written supplement to this agreement at time of proposal. City Council must approve each year the terms of this agreement based on the budgetary allowance.

1.0 Service Specifications

- 1.1 The Contractor will provide services as set forth in Exhibit A attached herein and incorporated herein by reference, (hereinafter the "Services").
- 1.2 The Contractor is required to have a valid City of Prairie Village Non-Domicile Business License while under contract with the City. License and information can be obtained at the Codes Office located at 7700 Mission Road, Prairie Village, Kansas 66208..
- 1.3 The City, in accordance with City Council Policy No. CP061 will retain the right to obtain competitive pricing on any singular item costing more than \$10,000.
- 1.4 The Contractor will supply a contact name, direct phone number and email and will notify the City if this contact information changes during the Contract period.
- 1.5 The Contractor is admonished that their employees will be properly attired, refrain from abusive language, refrain from improper behavior, and be aware that they are representing the City.

2.0 General

- 2.1 This signed agreement will be the authorization for the Contractor to provide the described services as requested by the City.
- 2.2 Public Works Director, will be the City coordinator for the Contractor for providing any service and responding to any special needs.
- 2.3 The Contractor will contact the Public Works Director to schedule work. All routine work should be performed between 7am through 7pm weekdays unless otherwise scheduled or approved by the City.
- 2.4 All work performed by the Contractor will be of acceptable workmanlike quality and installation normally associated with this trade and shall occur to the satisfaction of the City before payment will be made by the City to the Contractor.
- 2.5 All invoices should be grouped by location, with a copy of the service report attached, and are to be sent to the Public Works Director.

- 2.6 Invoices shall be submitted for payment within sixty days of completion of work.
- 2.7 Insurance.
- A. The Contractor shall procure and maintain, at its expense, the following insurance coverage: (a) Workers' Compensation -- Statutory Limits, with Employer's Liability limits of \$100,000 each employee, \$500,000 policy limit; (b) Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
 - B. All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.
 - C. All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.
 - D. The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any construction work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.
- 2.8 It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- 2.9 Term: The initial term of this Agreement is for one (1) year (the "Initial Term") commencing for the period of November 1, 2016 through November 1, 2017 with the option to extend the term of this Agreement for two (2) additional one (1) year periods. At the end of this Initial Term, this Agreement will automatically renew for another two (2), one (1) year periods unless either party provides notice to the other party in writing of the intent not to renew the Agreement or unless the Agreement is terminated as provided herein. Contractor may terminate this agreement by giving sixty (60) days prior written notice to the City. The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor. In the event of such termination, Contractor shall cease immediately all operations and shall be compensated for all work performed as of the date of termination in accordance with the terms of payment in this contract. Contractor shall not be entitled to any anticipatory profits, consequential damages or other costs. Either party may terminate this Agreement immediately upon a default by the other party.
- 2.10 The Contractor will commence work within ten (10) calendar days from and after receiving instructions from the City.

- 2.11 To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify, defend and hold harmless the City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the intentional or negligent acts, errors, or omissions of the Contractor or its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.
- 2.12 Applicable Laws and Permits.
- A. The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.
- B. Pursuant to K.S.A. No. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court at the Johnson County, Kansas Courthouse. These forms may be obtained at the Office of the Clerk of the District Court. After execution of the documents, it shall be filed with the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of this Contract.
- 2.13 The Contractor warrants to the City that any materials furnished under this Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.
- 2.14 The Contractor may not use any subcontractors without the prior written consent of the City, which may be withheld for any reason at the City's discretion.
- 2.15 If, on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.
- 2.16 This Contract shall not be assigned by Contractor to any other party without first obtaining the written consent of the City.
- 2.17 This Contract shall be governed by and interpreted in accordance with the laws of the State of Kansas. Venue for all actions relating to this contract shall be in the district court of Johnson County, Kansas.

- 2.18 Supplemental Agreements: This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by a written supplemental agreement. If notice of any change in Services affecting the general scope or provisions of the Agreement is a requirement of any insurance policy held by the Contractor as a requirement of this Agreement, the giving of such notice shall be the Contractor's responsibility.
- 2.19 No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.
- 2.20 Should any provision of this Contract be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Contract shall be unaffected thereby and shall continue to be valid and enforceable.
- 2.21 Without in any manner limiting Contractor's responsibilities as provided elsewhere in this Contract, the Contractor shall assume full responsibility for the protection of all public and private property along, beneath, above, across or near the sites of the Services being performed under this Contract, or which are in any manner affected by the prosecution of the Services. Barriers shall be kept in place at all times to protect persons other than those engaged on or about the Services from accident, and the Contractor will be held responsible for all accidents to persons or property resulting from the acts of Contractor or its employees.

3.0 Fees

- 3.1 Total Fee: City agrees to pay Contractor for the actual work performed at the unit costs set forth in Exhibit A, which is attached hereto and incorporated by reference into this Agreement.

If any additional services beyond the Services outlined in the Scope of Services set forth in Exhibit A are deemed necessary, the compensation for said services shall be outlined in a supplemental agreement as required above.

1. **Initial Term Service Billing.** The Initial Term Services (Line A of Unit Price Proposal) unit price to replace approximately 1736 luminaires (final quantity may fluctuate 5% and should not impact unit pricing) as described in Exhibit A is 69.75 per unit. A "unit" is described as one fixture.

Invoices for this work, as completed, will be submitted to the City on the first of each month for the four (4) month, one-hundred twenty (120) day period granted for the services commencing upon delivery of the materials to the Contractor.

Based on the estimated replacement of 1736 luminaires, the total cost of this initial term line item will be a one-time expense of (Line A Total): \$ 121,086.

2. **Unit Price Service Billing.** The Unit Price Services (Line B of Unit Price Proposal) unit price to maintain 2070 LED lights as described in Exhibit A is 27.00 per unit per year. A "unit" is described as one fixture.

The annual Unit Price Service invoicing shall be billed in 12 equal monthly installments. Monthly invoices will be submitted to the City on the first of each month for the proceeding monthly maintenance services.

Based on the estimated 2070 LED street light quantity, the total cost of this line item will be (Line B Total): \$ 55,990 per year.

The total number of streetlights may vary or lights may be added to the inventory. The total amount paid for the Unit Price Service will be based on the actual number of streetlights on a per unit per year price.

- 3. Added Cost Work Billing.** The Added Cost Work Services (Line C of Unit Price Proposal) unit prices as described in Exhibit A represent an estimated annual service expense of (Line C Total): \$ 95,385 per year.

This line item represents only an estimated annual quantity, based on need and available annual budget, and not a guaranteed service quantity amount.

Monthly invoices for this work will be submitted to the City on the first of each month for the preceding completed monthly maintenance services.

- 4. Locating Services Billing.** The Locating Services (Line D of Unit Price Proposal) unit prices as described in Exhibit A represent an estimated annual service expense of (Line D Total): \$ 41,000 per year.

This line item represents only an estimated annual quantity, and is not a guaranteed service quantity amount.

Monthly invoices for this work will be submitted to the City on the first of each month for the preceding completed monthly service. Invoice will break down level of response effort required (ie: no locate, field located, emergency locate).

City agrees to pay Contractor for invoiced services within thirty (30) days of invoice.

4.0 References

4.1 The Contractor will provide three (3) references of comparable work from the last twelve (12) months.

Company: City of Kansas City, MO

Contact: Mahmoud Hadjian

Phone #: 816-513-9852

Email: mahmoud.hadjian@kcmo.org

Brief Description on Work: Streetlight Maintenance Services for 19 yrs. on 93,000+ streetlights. Scope includes group relamping, night patrol, asset management, 3rd party damage claims recovery, warranty tracking, etc. LED Pilot Projects

Company: Kansas City Power & Light

Contact: Carol Vallejo

Phone #: 816-245-3619

Email: carol.vallejo@kcpl.com

Brief Description on Work: Streetlight Maintenance Services for 14+ years, Scope includes night/day patrols, asset management, LED Pilot project, current LED replacement program of 30,000+ streetlights in KC Metro.

Company: City of Overland Park, KS

Contact: Rich Profazier

Phone #: 913-327-1606

Email: rich.profazier@opkansas.org

Brief Description of Work: Streetlight Maintenance Services for 3 years. Scope includes night patrols, entering information into Lucity for the City, asset management, 3rd party damage claims recovery, warranty tracking, etc.

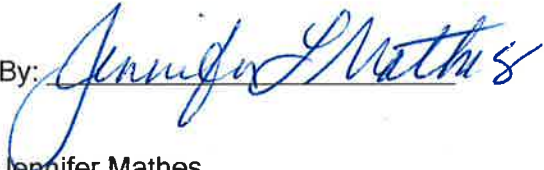
Signature page follows:

IN WITNESS WHEREOF, the City has caused this Contract to be executed in its behalf, thereunto duly authorized, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

CITY OF PRAIRIE VILLAGE

[CONTRACTOR]

By: _____

By: 

Laura Wassmer

Jennifer Mathes

Mayor

Maintenance Manager

City of Prairie Village

Black & McDonald

7700 Mission Road

6001 Front St

Prairie Village, Kansas 66208

Kansas City, MO 64120

816-410-8633

(date of execution)

(date of execution)

SEAL

ATTEST:

APPROVED BY:

City Clerk, Joyce Hagen-Mundy

City Attorney, Catherine Logan

(If the Contract is not executed by the President of the Corporation, general partner of the Partnership, or manager of a limited liability company, please provide documentation, which authorizes the signatory to bind the corporation, partnership or limited liability company. If a corporation, the Contractor shall furnish the City a current certificate of good standing, dated within ten (10) days of the date of this Contract.)

STREET LIGHT MAINTENANCE AGREEMENT

EXHIBIT A

SCOPE OF WORK

I. GENERAL

The scope of work generally intended under this Agreement is to maintain and keep in good repair approximately 2070 designated street lights which have been purchased from KCP&L. The specific performed tasks shall include a one-time group LED relamping, routine and non-routine maintenance and/or repair work as specified herein.

II. CONTRACTOR REQUIREMENTS

A. The Contractor shall be authorized to operate in the state of Kansas, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the appropriate state and local agencies.

B. The Contractor shall assume full responsibility for damage to City property caused by the Contractor's employees or equipment as determined by designated personnel.

C. The Contractor shall perform all work in a safe manner and be solely responsible for the safety and well-being of its employees and others relative to the Contractor's work, work procedure, material, equipment, transportation, traffic control, and related activities and equipment. This includes all traffic control measures when working on lights/poles which hang over street areas.

D. The Contractor shall possess and keep in force all licenses and permits required to perform the services of this Agreement.

E. Upon request, Contractor shall submit its company safety program to the City. The program shall include requirements applicable to the scope of its work and the protection of the Contractor's employees and the public relative to the Contractor's work. The safety program documents may be reviewed and approved by the City prior to notice to proceed.

III. WORK DESCRIPTION

A. Initial Term Services

Line Item

1. **Luminaire Replacement.** A group relamp of the City's non-LED street lights, estimated at 1736 of 2070 total luminaires, will be performed by Contractor within one-hundred twenty (120) days of delivery of the City selected LED luminaires to the Contractor.

City will be competitively select the LED lights under a separate bid, with direct delivery of the materials to the Contractor awarded this work. The provided LED lights will be ordered such that there is an appropriate equivalent number of LED wattage luminaires that correspond to existing HPS wattages. The Contractor is responsible for installing correctly corresponding fixtures.

Contractor shall submit a weekly schedule to the City during the 120-day period with updates as necessary indicating locations of work crews.

At the time of relamping, the Contractor shall check the operation of the luminaire and photocell to make sure that all components are functioning properly. The photocell and any other materials shall be replaced as necessary, with a like material, to assure proper operation of the light as a part of this bid. The Contractor shall be responsible for ultimate disposal of all replaced equipment.

City of Prairie Village Performance Bond and Maintenance Bonds will be required for the Luminaire Replacement and all costs to provide shall be included in the unit price for Luminaire Replacement.

B. Unit Price Services

Line Item

2. **Annual Street Light Maintenance**

The Contractor shall maintain and keep in good repair each of the designated street lights for annual unit price service fee per light. The Annual Street Light Maintenance Fee unit price services shall include the following:

- a. **Customer Service/Dispatch.** Contractor shall provide a twenty-four (24) hour customer service/dispatch contact number for lighting inquiries, outage reports and make safe needs identified by City. City shall primarily receive initial calls and notify Contractor. Contractor responsible for repairs and return notification via email to City so that City may respond to customer as required. The Contractor and the City will develop a procedural means to record the Contractor's work in the City's work order management system. Lucity is the City's current work management system.

- b. **Outage Monitoring.** Contractor shall regularly monitor all of the designated street lights for outages. In addition to reports made to the Contractor's call center, the Contractor shall conduct a night patrol of designated street lights once every 3 months and provide a written summary report.
- c. **Records and Monthly Reporting.** Contractor shall provide monthly report to verify repair activity, response times, and source of repair request. Contractor's records will be made available to the City and in a format allowing the records to be integrated into the City's existing work order management system. Where reasonably practical this may include having the Contractor directly enter their work order history into the City's computer data base.
- d. **Streetlight System Data.** The City will provide available street light system data to the Contractor who will maintain and manage an electronic database of the designated street lights covered under this Agreement.
- e. **Material Management.** The Contractor shall purchase and maintain, at its cost, a parts inventory of sufficient quantity to be able to perform these services. All parts and material costs which are part of the performance of Unit Price Services for Annual Street Light Maintenance is considered incidental. The Contractor warrants that products furnished conform to the requirements specified, are of good merchantable quality and suitable for the purpose intended.
- f. **Maintenance Incidentals.** In addition to the incidental materials, all labor and equipment to repair/replace the light components, conductors, cables, fix leaning poles to remediate danger to the public, inspect all components and make incidental repairs are also considered incidental to the annual service fee.
- g. **Third Party Damages (knockdowns and cable cuts).** Contractor shall make safe all repairs to downed poles or cut cables at no additional cost to the City. Contractor shall be subrogated to the City's interest and rights of recovery in all street lights which Contractor repairs or replaces, as part of maintenance services provided as a result of any actions by a third party. The City agrees to provide necessary information and assistance to the Contractor for enforcement of its subrogation rights to the extent that such information is uniquely available to the Contractor only from the City, and to the extent such information is not otherwise privileged.
- h. **Poles and Mast Arms.** Contractor is responsible for maintaining, replacing and/or repairing all parts of the designated street lights including the structural components.

- i. **Make-Safe Services.** Contractor shall remove conditions of public peril within one (1) hour of notification of such condition. Conditions include, but are not limited to downed poles and/or power lines from streets associated with street lighting. Conditions not considered to present public peril shall be removed within four (4) hours. Upon securing and making the area safe to the general public, the Contractor will immediately notify the City's Public Works Department:

913-385-4647 (If not during business hours, leave a message indicating location, type of incident, and time it was made safe.)
- j. **Spot Relamping.** Contractor shall commence repairs of early lamp burnouts or day burners within two (2) business days of notification or patrol discovery; repairs will include lens cleaning and interior wiping of the luminaire. Contractor shall furnish lamps and photocells.
- k. **Repair Response.** Contractor to respond to light out calls within two (2) business days. In most cases, repairs will be made immediately. However, some maintenance may require the crew to leave the site to obtain the necessary materials or equipment to complete such repairs. In the event extensive repairs are required; Contractor shall complete as soon as reasonably possible; however, not longer than fourteen (14) days after knowledge of the outage.
- l. **Decorative Poles.** The maintenance services will include any decorative poles and fixtures under the same provisions. The City will work with the Contractor on selection of replacement decorative poles.
- m. **Permits and Responsibilities.** The Contractor shall be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of work. The City agrees to furnish permits required by the City to the Contractor at no charge.

C. Added Cost Work

Repair services shall be made by the Contractor at the request of the City to address unexpected repairs to the street lighting system that are outside of the scope as defined for Unit Price Services. Repair work shall be paid by the unit for items as identified in the Unit Price Proposal and further defined in this Scope of Work.

The estimated services in the Unit Cost Proposal are only an annual estimate and do not guaranty the availability or extent of the City services needed during the term of the Agreement.

Line Items

- 3. Remove and Replace LED Luminaire (Reuse Mast Arm).** Contractor shall remove an existing luminaire at the request of the City and replace it

with an LED that matches the materials provided to the Contractor as part of the Initial Term services of this Agreement.

4. **Remove and Replace Mast Arm.** Contractor shall remove an existing luminaire and mast arm at the request of the City and replace it with an appropriate LED and mast arm.
5. **Remove and Replace Steel Pole.** Contractor shall provide all labor, materials, and equipment to remove existing pole and install a new pole on the existing base. New pole shall include new pole and bracket cable, new fuse connectors, cable connectors, and a new replacement luminaire.
6. **Remove and Replace Steel Pole and Base.** Contractor shall provide all labor, materials, and equipment to remove existing pole and base for complete replacement. New pole shall include new pole and bracket cable, new fuse connectors, cable connectors, new replacement luminaire, and new base.
7. **Underground Cable Repair with Splice.** For direct buried cable the Contractor shall expose the damaged cable and repair with underground gel splice kit. Underground repair with splice shall include the repair of up to 2 cables and may require 2 gel kits per splice with a short section of new wire or may require new wire to the adjacent fixture. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.
8. **Conduit Repair.** Contractor shall repair conduit by exposing damaged area, removing electrical cable, repairing conduit with up to 10 feet of new conduit and replacing electrical wiring. If wiring has been damaged Contractor shall replace the wiring with new from pole to pole or from pole to junction box as directed by the City. New wiring shall be paid for by the lineal foot as bid for Installed Wire in Conduit. Repairs required to splices or pole makeup shall be paid for the appropriate item as required for this repair. All ground restoration and repairs shall be subsidiary to the conduit installation.
9. **Paint Pole.** Contractor shall paint pole with Sherwin Williams Silver-Brite Heavy Duty Rust Resistant Aluminum Paint or approved equal. Metal surfaces shall be properly cleaned in accordance with the manufacturers recommendations and the appropriate primer shall be applied as needed. When completed, the Contractor shall repaint with black 2 inch stencil the appropriate pole number.
10. **Straighten Leaning Pole.** Contractor shall provide all labor, equipment and materials necessary to straighten and level a leaning pole that is not in danger or causing public harm.
11. **Relocate Steel Pole and Base along Existing Underground Line.** Contractor shall provide all labor, materials, and equipment to remove

existing pole and base and relocate all equipment to a new location along the existing underground circuit. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.

- 12. Directional Bore or Trench.** Conduit shall provide conduit in the length requested by the City to be bored or trenched between fixtures or between junction box and fixture. Minimum length of conduit payment shall be 50 feet per location. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.
- 13. Directional Bore or Trench** (With rock Surcharge). Recognizing the potential for substantial rock. This unit price, when encountered and agreed upon by the City, may be substituted in place of Line Item 13.
- 14. Install New Street Light Pole.** Contractor shall install a completely new street light pole and foundation. Unit price includes all labor, equipment, and materials associated with the new installation of a standard City 30 foot streetlight pole, mast arm, LED luminaire, and all cables/conductors/ground wiring.

The City may from time to time have requests for new street light poles on new circuits. A combination of Line Items 12 or 13, and 14-22 shall be used as pricing for an agreed upon scope of work as need arises.
- 15. Pole Makeup.** Contractor shall provide all fuse connectors and cable connectors to makeup a complete new connection to a pole. One pole makeup will require 3 fuse kits and 3 cable connectors.
- 16. Set Junction Box.** Contractor shall install Type I or Type II junction box as directed by the City. Restoration of the adjacent ground and associated repairs shall be subsidiary to the item.
- 17. Set Street Light Controller.** Contractor shall install a concrete pad mounted, photocell controlled, street light control center. Control center will be standard to the Johnson County region (Millbank, Myers, Pacific Utility Products or approved equal) with pad and controller constructed per manufacturer recommendation. Price includes all equipment, labor, materials to construct controller and properly restore disturbed area.
- 18. Set Street Light Meter.** Contractor shall provide installed street light meter enclosure and coordinate and pay all non-City fees and permits associated with the installation of the meter by the appropriate power company.
- 19. Install 3c #4 in Conduit.** Price per linear foot of 3 conductor #4 wire in conduit as agreed upon between the Contractor and City and directed by the City.
- 20. Install 1c #4 in Conduit.** Price per linear foot of a 1 conductor #4 wire in conduit as agreed upon between the Contractor and City and directed by

the City.

21. Install 3c #8 in Conduit. Price per linear foot of 3 conductor #8 wire in conduit as agreed upon between the Contractor and City and directed by the City.

22. Install 1c #8 in Conduit. Price per linear foot of a 1 conductor #8 wire in conduit as agreed upon between the Contractor and City and directed by the City.

D. Locating Services

Line Item

23. Cable Location Service. Cost per Kansas One-Call locate ticket for underground City streetlight locations. Contractor to receive incoming tickets, dispatch locators, mark streetlights, and notify excavators as appropriate.

IV. WORK STANDARDS

- A. All of the designated street lights will be field checked by the Contractor for proper operation each month. Street lights found not functioning during the field check will be repaired upon discovery if possible.
- B. All installed material items used will be new, unless otherwise agreed to by the City and be of a type and brand approved by the City.
- C. Most repairs are to be completed within two (2) business days of notification or patrol discovery. Extensive repairs as required, or the replacement of fallen or damaged street lights shall be completed as reasonably as possible; however, not longer than fourteen (14) days of being aware of the incident.

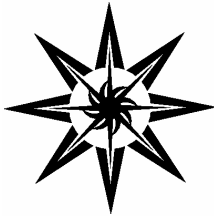
Work approved by the City as Added Cost Work shall also be completed within fourteen (14) days of authorization to proceed.

UNIT PRICE PROPOSAL

Service	Unit	Estimated Quantity	Unit Price	Total
Initial Term Services (One-time system luminaire replacement)				
1. Luminaire Replacement	Each	1736	69.75	121,086.00
Line A: Total Initial Term Services				
Unit Price Services (All work associated with keeping the system operational, record keeping, 24-hour services)				
2. Annual Street Light Maintenance	Each	2070	27.00	55,890.00
Line B: Total Unit Price Services				
Added Cost Work (Potential work authorized by the City outside of the scope of Unit Price Services)				
3. Remove and Replace LED Luminaire (Reuse Mast Arm)	Each	5	440.00	2200.00
4. Remove and Replace Mast Arm	Each	5	720.00	3600.00
5. Remove and Replace Steel Pole	Each	3	1750.00	5250.00
6. Remove and Replace Steel Pole and Base	Each	3	2050.00	6150.00
7. Underground Cable Repair with Splice	Each	10	590.00	5900.00
8. Conduit Repair	Each	10	475.00	4750.00
9. Paint Pole	Each	5	185.00	925.00
10. Straighten Leaning Pole	Each	5	400.00	2000.00
11. Relocate Steel Pole and Base along Existing Underground Line	Each	1	850.00	850.00
12. Directional Bore or Trench	L.F.	2000	9.75	19,500.00
13. Directional Bore or Trench (Rock Surcharge)	L.F.	500	12.00	6,000.00
14. Install New Street Light Pole	Each	5	1745.00	8725.00
15. Pole Makeup	Each	13	140.00	1820.00
16. Set Junction Box	Each	1	345.00	345.00
17. Set Street Light Controller	Each	2	5385.00	10770.00
18. Set Street Light Meter	Each	2	2295.00	4590.00
19. Install 3c #4 in Conduit	L.F.	2000	3.75	7500.00
20. Install 1c #4 in Conduit	L.F.	100	3.00	300.00
21. Install 3c #8 in Conduit	L.F.	1000	2.95	2950.00
22. Install 1c #8 in Conduit	L.F.	100	2.60	260.00
Line C: Total Added Cost Work Services				
Locating Services				
23. Cable Location Service <i>*Standard* only</i>	Ticket	1000	41.00	41,000.00
Line D: Total Locating Services				

Note: ** Emergency locate service per Ticket 62.00

Line A: Total Initial Term Services	\$	<u>121,086.00</u>
Line B: Total Unit Price Services	\$	<u>55,890.00</u>
Line C: Total Added Cost Work	\$	<u>95,385.00</u>
Line D: Total Locating Services	\$	<u>4,000.00</u>
Line A+B+C+D: Total Price Proposal	\$	<u>313,361.00</u>
Line A+B+C: Total Price Proposal (No Locating Services)	\$	<u>272,361.00</u>
Line B+C: Total Unit Price Services and Added Cost Work	\$	<u>151,275.00</u>



PUBLIC WORKS DEPARTMENT

Council Committee Meeting Date: November 7, 2016

Council Meeting Date: November 7, 2016

CONSIDER AGREEMENT WITH INTEGRITY LOCATING SERVICES FOR UNDERGROUND LINE LOCATION SERVICES RELATED TO THE STREETLIGHT SYSTEM.

RECOMMENDATION

Execute the agreement with Integrity Line Location Services for underground line location services related to the streetlight system.

BACKGROUND

On November 1, 2016 the streetlight system in Prairie Village was purchased from KCPL. With the purchase of the system we now have to locate underground wires etc. for excavations that take place near the street light system. This work and associated costs were contemplated when deciding to purchase the streetlight system. We bid these services and four bids were received as summarized below. This agreement will renew for two one year periods.

<u>Company</u>	<u>Cost per locate</u>
Integrity	\$ 7.00
USIC	\$ 12.00
Black and McDonald	\$ 41.00
Mark One	\$ 214.00

We have contacted references and recommend using Integrity Locating Services.

FUNDING SOURCES

Funds for this work come from the City's operations budget for streetlights.

ATTACHMENTS

Agreement with Integrity Locating Services

PREPARED BY

Keith Bredehoeft, Public Works Director

November 1, 2016

**CONTRACT AGREEMENT
UNDERGROUND FACILITIES LOCATING
AND MARKING SERVICES**

THIS AGREEMENT is made this 7th day of November, 2016, by and between Integrity Locating Services, LLC or assigns, hereinafter referred to as "Contractor", and the City of Prairie Village, hereinafter referred to as "City".

WHEREAS, the City and the Contractor desire to enter into an agreement under the terms of which the Contractor will be an independent contractor and will perform jobs of locating and marking underground facilities which City may assign to the Contractor from time to time.

NOW THEREFORE, in consideration of the mutual promises, the work to be done and payments to be made, as hereinafter provided, the parties hereby covenant and agree as follows:

ARTICLE 1 : SAFEGUARDS AND GENERAL CONDITIONS

THE CONTRACTOR SHALL:

- 1.01 Perform the locating and marking work with the utmost regard for public safety and welfare, taking all necessary safety precautions as required by the City or local, state and federal authorities to safeguard the lives and property of all concerned or involved.
- 1.02 Acting as an independent contractor, furnish labor, supervision, tools, equipment and transportation as required to perform underground facilities locating and marking services on all jobs assigned by the Company and accepted by the Contractor.
- 1.03 Comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations and codes, including, but not limited to the Contractor's obligations as an employer with regard to the health, safety and payment of its employees.

ARTICLE 2 : DEFINITIONS

- 2.01 "Contract": This agreement.
- 2.02 "Business Day": Any day other than Saturday, Sunday or legal holidays. Business day hours will be 8:00 A.M. until 5:00 P.M. CST.
- 2.03 "Excavation": Any operation in which earth, rock, or other material on or below the ground is moved or otherwise displaced by any means.
- 2.04 "Excavation Site": The area where an Excavator intends to do or does excavating.
- 2.05 "Excavator": Any person who engages directly in excavation and/or the design of excavation and requests the location of the Company's Underground Facilities.
- 2.06 "Excavator Notification": Notification given to the Excavator that Underground Facilities are not present at the Excavation Site.
- 2.07 "Facility Owner": The City.

- 2.08 "Identified, But Unlocatable": A City Underground Facility, the presence of which is known, but which cannot be field marked with Reasonable Accuracy.
- 2.09 "Locatable Underground Facility": An Underground Facility which can be field marked with Reasonable Accuracy by using devices designed to respond to the presence of the City's Underground Facilities.
- 2.10 "Locate Service": The process of determining the presence of City owned Underground Facilities, their conflict with proposed Excavations, Marking and staking of the proper places or routes of such facilities within Reasonable Accuracy limits as required.
- 2.11 "Locate or Locating": The completed process of having provided Locating Services at an Excavation Site or adjacent sites on a single one-call ticket notification.
- 2.12 "Locate Request":
- a. "Normal Locate Request": A request to locate received at least TWO FULL BUSINESS DAYS, not including the request day, but no more than fifteen (15) days prior to the commencement of excavation excluding Saturdays, Sundays, and state and federal holidays.
 - b. "Emergency Locate Request": A request to locate which demands immediate action to prevent significant environmental damage or loss of life, health, property or essential public services.
- 2.13 "Marking": The use of stakes, flags, paint strips, or other clearly identifiable materials at distances of every ten (10) feet and at each divergence from a straight line in accordance with the current marking standards of the American Public Works Association (APWA) to show the field location of Underground Facilities accurately. Contractor shall furnish all paint and flags meeting City standards and specifications.
- 2.14 "One-Call System": A centralized call-in and utility locating coordination center through which subscribing utility members may receive notification of proposed excavations.
- 2.15 "Person": Any individual, partnership, franchise holder, company, corporation, state, city, county or any subdivision or instrumentality of a state and its employees, agents, or legal representatives.
- 2.16 "Reasonable Accuracy": Locating with twenty-four (24) inches horizontally to the centerline of the Underground Facility or the tracer wire for the Underground Facility which ever is closer.
- 2.17 "Underground Facility": Any item buried or placed below the ground for use in connection with the City's street light system.
- 2.18 "Visual Examination": Determination of the existence of any Underground Facility at the Excavation Site by visual means rather than from the City's maps and records.
- 2.19 "Damage to Plant": Includes the penetration or destruction of any protective coating, sheath, housing, or other protective facility of Underground Facility, the partial or complete severance of Underground Facility, or the rendering of any Underground Facility partially or completely inoperable.
- 2.20 "Site Surveillance": To watch over and protect any Underground Facility during unusual or extensive excavation projects (Le.; road widening projects, sewer projects, etc.) and providing such continuous on-site Locate Services as may be dictated by the nature and scope of the Excavation or as may be required by the Excavator. Also known as standby protection.
- 2.21 "Project or Extended Locate": A single ticket or project requiring the locating and marking of multiple non-adjacent addresses or dig areas in an urban environment or the locating and marking of more than one half mile in a rural environment. Notification will be provided to the City when project or extended locate activity is initiated.

ARTICLE 3 : DESIGNATED WORK AND PERFORMANCE REQUIREMENTS

- 3.01 The Contractor shall receive and record Locate Requests from the One-Call System and on occasion, directly from the City. Locate Requests shall be received from the One-Call System during normal business hours (8:00 A.M. - 5:00 P.M. CST) on business days. The Contractor shall be prepared to receive and record Emergency Locate Requests at any time of any day.
- 3.02 The Contractor shall provide a qualified staff, an office, and appropriate field equipment. Office communication equipment shall include a Teletype printer that is computer compatible with the existing communications equipment of the One-Call system. The Contractor shall also provide all transportation and supplies required to fulfill all of the duties specified under this contract.
- 3.03 The Contractor will store and safeguard all City location maps or records made available for locating purposes. Such information shall not be disclosed or given to any person(s) not approved by the City.
- 3.04 The Contractor shall maintain records appropriate to support the invoicing and recording requirements set forth in Article 4.
- 3.05 The Contractor shall be responsible for making arrangements with all Excavators for locate purposes. All Locate Requests will be processed within the required timeframe or contact will be made with the Excavator to arrange an appropriate time to perform the Locate. All Excavators will be called as soon as possible to confirm requested time of appointments to make appropriate arrangements as required.
- 3.06 Each Locate Request shall require Contractor to determine if a conflict exists between the City's Underground Facility and the proposed Excavation. When a conflict does exist, all Underground Facilities shall be located and marked in accordance with the American Public Works Association (APWA) Guidelines and Section 2.13 of this Contract.
- 3.07 For each Normal Locate Request, the Contractor will complete the requirements of Section 3.06 in accordance with the provisions of the Kansas Underground Utility Damage Prevention Act.
- 3.08 For each Emergency Locate Request the Contractor will respond within 2 hours unless agreed upon with caller.
- 3.09 The Contractor may be requested to provide such additional services as Site Surveillance or Projects, and extended locates requiring standby protection. The Contractor must provide notification to the City prior to commencement of the work and the rate charges will be at the hourly rate as specified in Exhibit "A".
- 3.10 In the event of Damage to Plant, the City will be responsible for the initial response to the report of damage. If the initial investigation indicates possible Contractor responsibility for the damage, the City shall notify Contractor within twenty-four hours (forty-eight hours if the City receives notice of such damages between 5:00 P.M. Friday and 7:00 A.M. Monday unless Monday is a legal holiday in which event such time shall be extended to seventy-two hours) upon receiving notice of any damages. Contractor shall within twenty-four hours (forty-eight hours if Contractor receives notice of such damages between 5:00 P.M. Friday and 7:00 A.M. Monday unless Monday is a legal holiday in which event such time shall be extended to seventy-two hours) of being notified by the City to commence the investigation of all incidents of Damage to Plant when the locate accuracy or lack of locate accuracy, is suspect or questionable, and will submit to City a written report of said investigation within seven calendar days following the actual date of damage notification if requested to do so. If the City does not provide Contractor with such timely notification of damages as required hereunder, then notwithstanding any other provisions of this Contract to the contrary, the City shall be solely responsible (as between the City and Contractor) for any such damages. If Contractor is given timely notification of damages as required hereunder but fails to commence an investigation (as between the City and Contractor) for any such damages. For purposes of the provision "to commence an

investigation" shall mean Contractor visiting the site of such damages and commencing the gathering of documents. Contractor agrees to reimbursement to the City for actual down time cost in the event of a mislocated line pertaining to the Work Order for the work at the site of such damage. Contractor will maintain a copy of the written report for a period of six years. Contractor will give testimonial support in cases where deemed necessary by the City. In the performance of any work assignment, should Contractor become aware of any Damage to Plant, the Contractor must notify a City representative immediately to facilitate the repair of damage.

If it is determined that the Contractor located an Underground Facility in error, Contractor shall be responsible for all damages resulting from such error, including, but not limited to the following: all costs of repair to damaged Underground Facilities, including labor and materials, all damages to other property, and all personal injuries resulting from such error.

The Contractor agrees to indemnify, defend and hold harmless the City from any and all Loss where Loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the Contractor. "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the work required hereunder.

- 3.11 The Contractor shall locate all of the City Locatable Underground Facilities in accordance with APWA guidelines. The Contractor guarantees the accuracy of locations as marked.
- 3.12 When the Underground Facility is Identified, but Unlocatable, the Contractor must contact the City's representative and advise the representative of the situation. The City's representative shall determine the course of action to be taken. If no course of action is successful, the Contractor shall notify the Excavator of the presence of any Identified, but Unlocatable Underground Facilities of the City and caution the Excavator that any location information supplied may not be within the definition of Reasonable Accuracy.
- 3.13 All locating equipment or devices are subject to the City's approval. All Underground Facility shall be electronically located except where electronically impossible. Where electronically impossible, the procedure identified in paragraph 3.12, above, shall be followed.
- 3.14 The Contractor shall promptly notify the City of any discrepancies or omissions in the records, or other information provided by the Company.
- 3.15 The Excavator is responsible for the maintenance of location marks up to the start of Excavation. A request to remark the location after the start of Excavation will be considered an additional ticket.
- 3.16 Additional visits to the site of the locate which are required due to Excavator request or other Excavator reason, such as, inadequate address, work area not accessible, etc. will be considered an additional ticket.
- 3.17 Locating personnel shall be proficient in the use of approved locating devices, methods, marking procedures, communicative skills and record keeping requirements necessary to perform the Locating and Marking task. They shall represent the City in a courteous and professional manner at all times. The Contractor agrees to take appropriate corrective measures in any situation where Locating performance levels are deemed unsatisfactory by the City.
- 3.18 Upon the execution of this Contract, the Contractor's representatives will establish lines of communication with the One-Call System and/or the Company representatives for contacts involving

normal and emergency work assignments.

- 3.19 In the event that the Contractor fails to meet the demands for Locate Requests, or if the City resources are such to allow the use of its own forces to conduct locates, the City in its sole determination shall have the right to use its own resources to satisfy such needs.
- 3.20 The City shall provide Contractor with a currently effective contact call list of City personnel involved in managing this Contract.
- 3.21 The Contractor shall provide the City a current employee list showing their qualifications to perform line locating tasks. This employee list will be the sole responsibility of the Contractor to be kept up to date in the event of employee turnover and/or continuing operator qualification updates.

ARTICLE 4 : RECORD KEEPING

- 4.01 The Contractor agrees to maintain records to support all work performed and all items billed to the City and shall retain all such records for the term of this Contract and must forfeit all records to the Company in the event of a Contract termination.
- 4.02 The Contractor must retain all teletype or email messages for Locate Requests from the One-Call System. In addition, the Contractor will document and retain the name of any Company representative authorizing items of work outside regular hours or on a flat-rate (hourly) basis.
- 4.03 The Contractor shall maintain records to comply with any local, state or federal requirements by law.
- 4.04 The Contractor must maintain a record of each Excavator Notification given in accordance with the One-Call System requirements and to include, but not limited to:
 - a) One-Call notification ticket
 - b) Fax back or email notification
 - c) Record of locations and work performed
- 4.05 The Contractor shall prepare a written report of all investigations for incidents of damages for accuracy of the Locate or Locates including names, dates, time of day, measurements, addresses, methods, pictures or other pertinent information relative to the incident within five business days.
- 4.06 The City shall be responsible for coordinating the updating of One-Call System records.

ARTICLE 5 : CONTRACT AREA

- 5.01 The Contractor's costs detailed in the schedule of prices shall be applicable to all work operations assigned within the City's boundaries (the "Contract Area").
- 5.02 The Contractor acknowledges that the City acquired the Underground Facilities from Kansas City Power and Light Company ("KCP&L") in October, 2016 and that all maps detailing the Underground Facilities in City's possession were prepared by KCP&L and obtained by the City from KCP&L. To the extent that the City has possession of maps detailing the Underground Facilities, City shall provide Contractor with copies of same. In situations where, the Contractor determines that the map provides insufficient information to accurately complete the Locate Request, the City will provide assistance in determining the location of the Underground Facilities. Contractor shall be responsible for the privacy of such records and shall not provide copies to others without City approval.

ARTICLE 6 : CONTRACT PRICE

- 6.01 The City and Contractor agree that compensation to be paid the Contractor under this Contract for work performed shall be in accordance with Exhibit "A". If the City renews this Contract for at least one year, before November 1st, 2017, Exhibit "A" will remain in effect.
- 6.02 The charges set forth in Exhibit "A" shall be in effect for the duration of the Contract unless changed in accordance with Article 8.

ARTICLE 7 : METHOD OF PAYMENT

- 7.01 The Contractor agrees to furnish detailed invoices on a monthly basis.
- 7.02 The City agrees to render payment to the Contractor not later than 30 days from the receipt of correct and proper invoices.

ARTICLE 8 : CONTRACT CHANGES

- 8.01 At any time during the Contract period, either party shall have the right to add, delete, change or modify this Contract with consent of both parties. Changes must be presented, in writing, sixty (60) days prior to the effected change. All change orders shall be numbered sequentially.

ARTICLE 9 : CONTRACT PERIOD

- 9.01 The term of this contract shall be from November 7, 2016 through November 1, 2017. The City may, at its option, renew the Contract for up to (2) one year contract periods by giving written notice to the Contractor.
- 9.02 The City, within its sole discretion, may elect to terminate the Contract with the Contractor for convenience upon three (3) days written Notice to Contractor..
- 9.03 Contractor and/or City may cancel this contract prior to the scheduled termination date. However, sixty (60) days written notice must be given to the City.
- 9.04 In the event of breach of this agreement by either party, the other party may terminate this agreement by written notice to the other party. within five (5) days' notice In the event that either party brings a legal action against the other party regarding this Contract, the prevailing party shall be awarded costs of the action including reasonable attorney fees.
- 9.05 Notwithstanding any other provision in this Contract to the contrary, Contractor acknowledges that City is a municipality under Kansas law and funds for payment under the terms of this Contract are subject to annual appropriation by the governing body. As such, the terms of this Contract shall not exceed any one (1) City budget year.

ARTICLE 10 : INSURANCE

- 10.01 The Contractor shall procure and maintain, at its expense, the following insurance coverage:
 - a) Commercial General Liability for liability including bodily injury and property damage, on

the CGL 2013 ISO Occurrence form or such other form as may be approved by City, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, annually;

b) Commercial Automobile Liability covering liability including bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles;

Deductibles for any of the above coverages shall not exceed \$25,000 per claim, per occurrence, or in the aggregate unless approved in writing by City.

- 10.02 All policies required in this Contract, shall name as additional insureds, City, and departments, officials, officers and employees, and other parties as specified by City as additional insureds as their interest may appear. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- 10.03 Contractor shall not modify, cancel or not renew any policy during the term of this Contract until after thirty (30) days' unqualified written notice of such action has been given to the City.
- 10.04 Before Contractor performs any portion of the services hereunder, it shall provide City with certificates and endorsements evidencing the insurance required by this Article.
- 10.05 All insurance coverage required herein shall contain a waiver of subrogation in favor of the City, and City's departments, officials, officers and employees. Contractor's insurance policies shall be endorsed to indicate that Contractor's insurance coverage is primary and any other insurance maintained by City, is non-contributing as respects the work of Contractor.

ARTICLE 11 : CONTRACT NOTIFICATION

11.01 Any contract notification to the Contractor shall be sent to:

Jay Van Biber
18993 W 158th st
Olathe, Ks. 66062

11.02 Any contract notification to the City shall be sent to:

City of Prairie Village
ATTN CITY CLERK
7700 Mission Road
Prairie Village, Ks. 66208

ARTICLE 12 : ADDITIONAL CLAUSES

12.01 The attached Exhibit "A" is made a part of this contract.

Exhibit A

1st, 2nd & 3rd Years

Type of Locate	Number Units	Cost of Locate
Per Ticket	1	\$7.00
Emergency daytime	1	\$18.00
Emergency afterhours	1	\$35.00
Project Locating	Per Hr.	\$35.00 Minimum of One Hour,
Site Surveillance	Per Hr.	\$50.00 Billed ¼ Hr increments
GPS Mapping	Per Hr.	\$65.00 thereafter.

IN WITNESS WHEREOF, THE PARTIES hereto have executed this contract as of the month and day above written.

Contractor: Co Integrity Locating Services, LLC

By: Jay Van Biber

Title: Managing Member

City: **Cit** City of Prairie Village

Laura Wassmer, Mayor

Attest:

Joyce Hagen Mundy, City Clerk

Approved as to Form

Catherine P. Logan, City Attorney

INFORMATIONAL ITEMS
November 7, 2016

1. Council Committee of the Whole - October 17, 2016
2. Planning Commission Minutes - October 4, 2016
3. Environment/Recycle Committee Minutes - August 24, 2016
4. Tree Board Minutes - September 7, 2016
5. 3rd Quarter Crime Report
6. Mark Your Calendar

COUNCIL COMMITTEE OF THE WHOLE
October 17, 2016

The Council Committee of the Whole met on Monday, October 17, 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, Courtney McFadden and Ted Odell

Staff Members present: Captain Myron Ward; Melissa Prenger, Project Manager for Public Works; Katie Logan, City Attorney; Quinn Bennion, City Administrator; Wes Jordan, Assistant City Administrator; Lisa Santa Maria, Finance Director and Joyce Hagen Mundy, City Clerk.

Also present were Gary Anderson and Kevin Wempe with Gilmore & Bell, City's Bond Counsel, and Jim Prichard with Columbia Capital, the City's Financial Advisor.

Council President Ted Odell requested a change in the order of the agenda as he has a conflict of interest on items COU2016-60 and COU2016-62 asking former Council President Ashley Weaver to chair the discussion of those two items.

COU2016-60 Consider approval of items for Bond Sale related to the purchase of the streetlight system from KCP&L

Gary Anderson noted that in September the City Council approved the purchase of the streetlight system located in street right-of-way and on city property consisting of 2,062 streetlights from KCP&L, which are currently leased. On October 3, the purchase agreement for that purchase was approved by the City Council. Bids were received for general obligation bonds for the funding of that purchase today. The City Council needs to take the following actions to complete this process:

- Approve Resolution 2016-05 authorizing a streetlight project within the City and its financing
- Approve the best bid received from the general obligation bond sale
- Approve an Ordinance authorizing and providing for the issuance of the bonds
- Approve Resolution 2016-06 prescribing the form and details of and authorizing and directing the sale and delivery of the General Obligation Improvement Bonds, Series 2016C

Jim Prichard, with Columbia Capital, reported that five strong bids were received for the offered bonds ranging from 1.370% to 1.499%. The municipal market remains strong. The city's transaction was the highest rated offering in Kansas. The low bid of George K. Baum will result in a savings of \$72,000 from what was projected in July.

Eric Mikkelson made the following motion, which was seconded by Sheila Myers and passed 7 to 0 with Ted Odell abstaining due to a professional conflict of interest.

MOVE THE CITY COUNCIL APPROVE RESOLUTION 2016

AUTHORIZING A STREETLIGHT PROJECT WITHIN THE CITY AND ITS FINANCING; APPROVE THE BEST BID OF GEORGE K. BAUM; APPROVE ORDINANCE 2355 AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2016C AND APPROVE RESOLUTION 2016-06 PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING THE DIRECTING THE SALE AND DELIVERY OF THE GENERAL OBLIGATION IMPROVEMENT BONDS, SERIES 2016C

**COUNCIL ACTION TAKEN
10/17/2016**

COU2016-62 Consider purchase and installation of a Replacement Generator for the Police Department Building

Melissa Prenger noted the existing generator at the Police Building is nearing the end of its useful life of 20 years and is in need of replacement. This generator provides the Police Department building with backup power when the main power supply from KCPL shuts off. Backup power to Police Department building is essential and therefore staff is recommending replacement with a new generator to ensure quality backup power. The new generator will function essentially the same as the existing one does. A new feature has been added which will allow for the easy connection to a portable backup generator should the need arise.

The following three bids were received for this purchase which will be funded from the Equipment Reserve Fund:

MarkOne Electric, Inc	\$59,987.14
Capital Electric	\$63,068.00
RF Fisher	\$98,135.00

Eric Mikkelson asked if there was a resale value for the existing generator. Mrs. Prenger responded she did not know, but would look into that.

Sheila Myers made the following motion, which was seconded by Eric Mikkelson and 7 to 0 with Ted Odell abstaining due to a professional conflict of interest.

MOVE THE CITY COUNCIL APPROVE THE PURCHASE AND INSTALLATION OF A REPLACEMENT GENERATOR FOR THE POLICE DEPARTMENT BUILDING FROM MARK ONE ELECTRIC, AT A COST NOT TO EXCEED \$60,000

**COUNCIL ACTION TAKEN
10/17/2016**

Council President Ted Odell assumed the Chair.

COU2016-61 Consider Audit Services Contract

Finance Director Lisa Santa Maria stated that KSA 75-1124 requires the City to have an annual audit. In 2012, the City issues a Request for Proposals for auditing services and

selected Berberich Trahan & Co., P.A. The firm performed the audits of the 2012-2015 financial statements.

In August of this year, staff issued a Request for Proposals for the Professional Audit Services for the City. The Selection Committee found Berberich Trahan & Company services to be of high quality and their proposal best fit the needs and philosophy of the City. The proposed agreement is for three years with two one-year options to renew. The renewal is subject to an annual review and the concurrence of the City Council. Mrs. Santa Maria noted the proposed fee is \$24,000, the same cost as the 2015 audit. She noted funding for this is included in the 2016 budget for the Financial Management Program.

Steve Noll made the following motion, which was seconded by Eric Mikkelson and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE AGREEMENT WITH
BERBERICH TRAHAN & CO., P.A. TO AUDIT THE CITY'S 2016
FINANCIAL STATEMENTS**

**COUNCIL ACTION TAKEN
10/17/2016**

COU2016-663 Consider Design Agreement with Affinis Corp for the design of the 2017 Paving Program

Melissa Prenger stated this agreement is for the design of the 2017 Paving Program and contains a tentative list of streets for the program. The list will be evaluated in the coming months for prioritization based on street condition. Construction is anticipated to begin in the summer of 2017. Mrs. Prenger noted that funding is available in the Capital Improvement Program budget for this project.

Eric Mikkelson asked if this agreement was put out to bid. Mrs. Prenger replied that this contract extends the three year engineering agreement with Affinis for one year. The design engineer contract will be rebid next year. Mr. Mikkelson asked if the cost remained the same. Mrs. Prenger replied the rates are the same and the costs are very competitive.

Serena Schermoly made the following motion, which was seconded by Steve Noll and passed unanimously:

**MOVE THE CITY COUNCIL APPROVE THE DESIGN AGREEMENT
WITH AFFINIS CORPORATION FOR THE DESIGN OF THE 2017
PAVING PROGRAM IN THE AMOUNT OF \$86,006.00**

COUNCIL ACTION REQUIRED

PRESENTATION AND DISCUSSION OF 75TH STREET STUDY NEAR ROSEWOOD DRIVE

Quinn Bennion announced that this item has been continued to the November 7th

committee meeting due to the absence of Public Works Director Keith Bredehoeft. Serena Schermoly has notified the residents of the change in the meeting date.

COU2016-55 Consider an amendment to the Right of Way Ordinance on small cell facilities

Katie Logan, City Attorney, stated that at the October 3, 2016 meeting, Ordinance No. 2353 was adopted amending certain provisions of the City code governing use of the Public Right-of-Way required as a result of the enactment of Senate Substitute for House Bill 2131, which contains what is now known as the Kansas New Wireless Deployment Act.

Mrs. Logan noted that the version of Section 13-510(F)(b) which was in the packet at the October 3 meeting was not the final version being recommended by staff. The change proposed is to define “front yard” consistently with the zoning and subdivision regulations.

Additions:

- The addition of definitions for “Application” and “Existing facility” taken from the Act for clarity.
- The definition of “newly constructed facility” as incorporated in 13-510(F) prohibits “newly constructed facilities” in front yards. At the October 3 meeting staff recommended a carve-out from this prohibition for antennas on existing or replacement street lights. Since such antennas in some case also require above ground utility boxes at the base of the poles, staff recommended the addition to the exception in (ii) of the “new constructed facility” definition the following: **“and any attached utility box which is permitted without a conditional use permit under Sections 19.02.499 and 19.30.055 of the City’s Zoning Regulations”**. (Utility boxes that would be allowed would (a) have a footprint of 12 square feet or less in area and (i) a pad 2.5 times the area of the utility box footprint or less, or (ii) 32 square feet or less, or (b) have a height of 56 inches or less.
- A new section 13-516(D) has been added to address how an amended application is to be processed following language used by the City of Shawnee.

Mrs. Logan reported that she has reviewed the proposed changes with those of the City of Overland Park, Leawood and Shawnee and presented a comparison of the ordinances. Based on her findings, she believes the proposed provisions are as restrictive as the other cities, and in the case of the prohibition in front yards, are more restrictive than those cities. She noted that the cities of Olathe and Lenexa do not have their ordinances ready at this time.

Eric Mikkelson stated he is troubled by the exception for utility boxes and that he felt the ordinance adopted at the last meeting was without the carve out for utility boxes. Mrs. Logan responded that it was her understanding that was delayed to future discussion. Quinn Bennion noted the concern was to not exclude utility boxes that are currently allowed by the city’s zoning regulations and referenced the zoning code on utility boxes which allows boxes of a certain size without any action by the Planning Commission. Mr. Mikkelson replied he felt the size allowed in the zoning regulations was too large for

a front yard and that the right-of-way ordinance should require all boxes to be underground. Mrs. Logan noted that if these are not carved out, the code gives the Director of Public Works authority to determine location. Mr. Bennion raised the question of how an ordinance prohibiting above ground boxes may have impacted Google's or other provider's desire to locate in Prairie Village.

Eric Mikkelson stated he is not suggesting a prohibition, but he is not comfortable having the boxes allowed without any city review. He wants to be able to mitigate the aesthetic issues with these installations. Mr. Bennion replied the Council can take this opportunity to further restrict these installations; however, this needs to also be done through the zoning ordinances.

Katie Logan noted that this ordinance applies to city right-of-way only; whereas, the zoning regulations apply to the entire city. Mr. Mikkelson stated his concern is with what is being placed in front yards. Noting that the law is already in effect, Mrs. Logan suggested that the city adopt what is proposed and amend it later. Mr. Mikkelson asked if the law prevented the city from putting a process in place. He suggested that all utility boxes be required to get a conditional use permit.

Mrs. Logan stated she met with the city attorney for Overland Park and for the most part their Commission only approves antenna and other cities handle this administratively. Mr. Mikkelson stated that he had not envisioned this ordinance allowing large utility boxes in city right-of-way. He would like to see the city maintain some discretion.

Jori Nelson agreed with Mr. Mikkelson that large utility boxes should not be able to be placed in front yards. The city should be able to maintain some control over the design of these. She noted these will be in addition to the proliferation of boxes that are already located in the city. If additional utility boxes are allowed in front yards without any regard to size and location, Prairie Village residents will be angry. Mayor Wassmer stated that the city needs to find an acceptable middle ground between to address the needs of businesses to provide services and the desires of residents in regard to placement of utility boxes in their front yards. She would like to see larger boxes placed underground.

Courtney McFadden reminded the Council that this is a right-of-way ordinance to address small cell applications primarily on existing poles to extend communication services to residents and businesses. She noted there is an international company located on 75th Street that is currently in a dead zone for coverage. This site is in the middle of two cellular towers. These applications will extend the service provided by the existing cell towers.

Sheila Myers confirmed that above ground facilities are allowed for newly constructed applications. Mrs. Logan confirmed if they are allowed by the city's code, they would be allowed. She added this can be removed from the ordinance or a size restriction could be added. Mrs. Myers asked if residents were notified prior to the placement of boxes.

Melissa Prenger reviewed the process followed in the recent installations by AT&T and

Google. When a new box is going in where there has not been one previously, the residents were notified in writing of the proposed installation. Large installations are forward to the Codes Department for action.

Ted Odell urged the Council to allow staff flexibility. He is concerned with sending everything back to the Planning Commission as this would significantly extend the process and lengthen their agendas. The utility companies have done a good job working with the city. The drafted language needs to have some flexibility.

Ms. Nelson noted there is a significant difference between a box in a residential front yard and in a commercial area. There is even a difference for residential properties noting the varied sizes of lots within the city.

Mr. Mikkelson suggested two ways to address this issue. One would be to remove the carve-out language added which would not strictly prohibit but go to staff for approval. Another option would be to craft a manageable definition to address the size. He is comfortable with 36 inches in height and two square feet.

Serena Schermoly asked what happens if a resident is sent a letter and opposes the installation. Mrs. Prenger replied that the complaints have been handled by the provider either with a relocation or screening. Mrs. Schermoly stated she did not want to see the process bottlenecked; however, she does not support boxes located in the front yards. She would like the residents have something stronger than the ability to “ask” the providers to relocate the boxes. She acknowledged that past providers have been cooperative, but with new companies entering this field that may not be the case.

Mayor Wassmer agreed that boxes should not be allowed in front yards. She does not want to see all applications being required to go before the Planning Commission for approval.

Katie Logan noted the issue could not be resolved at this meeting and that the Director of Public Works retains the authority to approve or disapprove locations. She suggested that the carve-out language added to the proposed ordinance be removed and staff would come back with further amendments to address the size.

Jori Nelson asked if the city’s former communication committee could address this. Mayor Wassmer replied the communications committee dealt with the newsletter and website. She suggested forming an ad-hoc committee to provide one more set of eyes on the proposed ordinance.

Mayor Wassmer stated another committee was not needed. She felt the key was drafting language where things can be handled administratively. Mr. Bennion noted that there are two utility box sizes identified in the zoning code. Mrs. Prenger stated that for boxes less than 36” in height the proposed locations are submitted to Public Works for review and approval and anything larger than 36” in height requires a submittal of the actual box. AT&T and Google boxes are generally less than 36”; some are 40”or 41” and they are required to be screened. Anything larger is sent to codes for approval.

Katie Logan stated that previously there was no language addressing boxes in the front yard in the code. This ordinance can address boxes within the right-of-way which is generally located in front yards. She is ok with Mr. Mikkelson's suggested change with the ability of the Public Works Director to approve unless the size mandates Planning Commission approval with the default being located underground.

Eric Mikkelson made the following motion which was seconded by Serena Schermoly and passed unanimously:

**MOVE THE GOVERNING BODY ADOPT ORDINANCE 2354
RELATING TO MANAGING THE USE AND OCCUPANCY OF
PUBLIC RIGHT-OF-WAY FOR THE CITY OF PRAIRIE VILLAGE,
KANSAS; WITH REFERENCE TO UTILITY BOXES IN SECTION
13-503(S) REMOVED, AMENDING AND REPEALING EXISTING
PRAIRIE VILLAGE MUNICIPAL CODE SECTIONS 13-503, 13-510,
13-511, 13-512, 13-514, 13-516, 13-518, 13-525 and 13-528 AND
PROVIDING SUBSTITUTE PROVISIONS, THEREFORE
COUNCIL ACTION TAKEN
10/17/2017**

STAFF REPORTS

Public Safety

- Captain Ward reported that Chief Schwartzkopf and Captain Roberson are attending the National Chief of Police Conference.
- The Department had their annual retirement luncheon last week welcoming back retired officers.
- The Department will be participating in the "National Drug Take Back" program this weekend.
- The October 7th Coffee with a Cop at Panera was very well attended.

Public Works

- Melissa Prenger provided an update on city construction projects that a wrapping up. Mission Road project is putting down sod and benches will be installed shortly. New play sets will be installed at Windsor Park October 25th and in Taliaferro Park
- Crews are working on pot hole repairs.

Jori Nelson noted the street lights have extensions for banners and asked if there were plans to hang banners. Mayor Wassmer added that those will be added after the completion 75th to Somerset section of Mission Road. Mrs. Prenger noted the arms will be removed for the short term to prevent possible damage and returned after the completion of the entire Mission Road project and banners will be hung at that time.

Ted Odell asked for an update on Taliaferro Park. Melissa Prenger replied the asphalt trail is nearing completion, rock work was done this past weekend and French drains have been installed.

Administration

- Lisa Santa Maria urged Council members to submit any expense forms and mileage requests.
- The Third Quarter Financial Report was distributed and Mrs. Santa Maria provided a brief overview noting that revenue was at 77% and expenditures were at 71% of budget. She noted that traditionally the fourth quarter has higher revenue.
- Wes Jordan provided an update on the transition plan for the change over from Deffenbaugh to Republic for solid waste services noting the cart transition will take place between December 15th and 22nd. Staff is currently looking for a staging area for the carts. There will be five crews delivering 500 carts per day. Mr. Jordan noted three cart sizes are available (35 gallon, 65 gallon and 95 gallon). The carts are being manufactured in DeSoto and staff can arrange a trip to the facility to see their operations.

Sheila Myers stated that she felt the 95 gallon carts are too large and should not be offered. Mr. Jordan replied that they will enable to pick-up of larger quantities without requiring the extra bag stickers and allow for the bins, even when full, to be closed to prevent blowing debris. Mrs. Myers felt that residents should be required to pay more for these.

Serena Schermoly asked when residents would be able to place their orders. Mr. Jordan stated a special publication will be mailed to all households explaining the new solid waste services and processes, there will also be information in the city newsletter and on the city website. The trash provider will be doing an audit of the sizes of bins currently being used by residents on which to base their production runs. Mrs. Schermoly would like to have the number to call to order the 95 gallon bid when it is available.

Eric Mikkelson confirmed that for a period of time residents will have two sets of trash containers. Mr. Jordan stated he is working on a contingency plan if Deffenbaugh does not pick up their carts.

- Quinn Bennion reported that he and Serena Schermoly attended the League of Kansas Municipalities conference in Overland Park.
- Last week he, Alley Williams and members of the Village Square Committee toured two area amphitheaters
- The clubhouse at Meadowbrook will be demolished in December or January. Plans for the new facility are progressing; however, the Park Board is looking at delaying the bid to put it out together with the park bid.

MAYOR'S REPORT

Mayor Wassmer noted the holiday season is rapidly approaching and advised Council of upcoming events that they will be invited to attend including the Northeast Johnson County Chamber Gala and the Johnson/Wyandotte Council of Mayors holiday social. She reported from the Council of Mayors meeting that there are several exciting and positive things happening in Johnson and Wyandotte counties. She noted other events and meetings attended representing the city. She congratulated the Arts Council on a

very successful 10th annual State of the Arts and thanked staff and council for their support and attendance.

ADJOURNMENT

The Council Committee of the Whole meeting was adjourned at 7:20 p.m.

Ted Odell
Council President

PLANNING COMMISSION MINUTES
October 4, 2016

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, October 4, 2016 in the Municipal Building Council Chambers at 7700 Mission Road. Vice Chairman Gregory Wolf called the meeting to order at 7:00 p.m. with the following members present: James Breneman, Patrick Lenahan, Melissa Brown, Jonathan Birkel, and Jeffrey Valentino.

The following persons were present in their advisory capacity to the Planning Commission: Chris Brewster, City Planning Consultant; Wes Jordan, Assistant City Administrator, Mitch Dringman, Building Official, Serena Schermoly, Council Liaison, Tyler Ruzick, Teen Council member, and Joyce Hagen Mundy, Commission Secretary.

APPROVAL OF MINUTES

Jonathan Birkel moved for the approval of the minutes of the Planning Commission for September 13, 2016 as submitted. The motion was seconded by Melissa Brown and passed by a vote of 4 to 0 with James Breneman and Patrick Lenahan abstaining.

PUBLIC HEARINGS

There were no Public Hearings scheduled before the Planning Commission.

NON PUBLIC HEARINGS

PC2016-123 Request for Monument Sign Approval
6510 Mission Road

Katie Wynn, 1920 West 143rd Street, #150 Leawood, representing Evan-Talan Homes, presented the application for a monument sign as a neighborhood entry feature to the new neighborhood development Homestead Estates and Homestead Country Club. Homestead Estates includes 11 single-family lots served by a public street, Homestead Court. Homestead Court is a cul-de-sac that is approximately 770 feet in length and also provides access to the Homestead Country Club.

Ms Wynn presented photographs and material samples of the proposed sign which included Kansas Limestone - Prairie Shell. A graphic of the material to be used for the lettering which is designed to look like capstone was distributed. An example of the capstone material "oyster colored" was also distributed.

Ms. Wynn confirmed that the applicant was in agreement with the staff recommendations and conditions of approval.

Chris Brewster stated the final plat was conditionally approved by the Planning Commission in February of 2015, and required the applicant to complete several steps

prior to the final acceptance of public improvements and recording of the plat. The Governing Body accepted the rights-of-way and easements in February of 2015, subject to those same conditions.

Included in the plat was a tract of land on the south side of the street at the intersection with Mission Road, where the proposed sign will be located. Part of the conditions of previous approvals was the submission of proposed covenants, and maintenance obligations specific to this tract noted on the plat. The tract will be maintained by the Homes Association.

The proposed sign meets all of these standards of the city code. Specifically -

- Maximum height is 5' for the monument structure and approximately 3.5 feet (excluding grade) for the sign portion.
- Sign area is 6.25 square feet
- Location - The sign structure is 2.2' from the closest boundary of Tract A along the mission frontage and at least 10' at all other locations, however it is well over 12' from the curb lines of adjacent streets. As part of the construction permits, the grading and specific location for any sight clearance issues related to Mission Road will need to be approved by Public Works.
- Materials - the applicant has proposed a stone monument structure with associated retaining walls, and a synthetic foam material for the sign board to replicate metal plates. Samples or specifications of these materials, or examples of comparable signs should be provided for review by the Planning Commission.
- The landscape plan has been reviewed and is considered acceptable to staff.

Jonathan Birkel expressed concern with the "Big Blue Liriope" identified on the landscape plan noting that it grows to a height of 1 to 2 feet. He questioned if this would block the lettering of the proposed sign from view. Ms. Wynn replied that they have contracted regular maintenance of the landscaping and that she would have them make sure it was trimmed as not to interfere with the visibility of the lettering.

James Breneman moved the Planning Commission approve the proposed monument sign for Homestead Estates as presented subject to the following conditions:

1. Covent's reviewed and recorded as part of the final plat acceptance clearly designate maintenance of Tract A, and specifically the sign, supporting structures and landscape is the obligation of the homeowners, and shall at all times maintain safe visibility for the intersection.
2. Any changes to the proposed landscape associated with the monument sign shall require review and approval by staff.
3. As part of the construction permits, the grading and specific location for any sight clearance issues related to Mission Road shall be approved by Public Works.
4. Material specification be provided at the Planning Commission shall demonstrate quality materials and a style and color that is compatible with the surrounding area.

The motion was seconded by Patrick Lenahan and passed unanimously.

**PC2016-126 Request for Monument Sign Approval
5300 West 86th Street - Briarwood Elementary**

The Planning Commission Secretary reported that she had received e-mail communication from the applicant indicating that she would not be able to be present along with information to be distributed to the Commission. Chairman Gregory Wolf asked the Commission could take action without the applicant present. Chris Brewster responded the application is for the standard sign adopted by the Shawnee Mission School District and that the Commission previously approved a very similar sign for Shawnee Mission East that was within the 20 square foot sign area.

The proposed monument sign is similar to one approved by the Planning Commission in May 2015, and reflects a new district sign - specifically it is more of a "cube" design with a 4' x 4' panel logo of the specific school on the side, and a perforated metal panel with aluminum letters, and mounted on a brick base with materials that complement the primary materials of the building or site. The Shawnee Mission East Sign was 5' high with a 4' high x 4' deep x 5' wide cube mounted on the base.

In addition, the sign regulations also provide the following general standards applicable to all monument signs [19.48.015.M Regulations Applicable to All Districts, Monument Signs].

- Maximum height 5' above average grade of base.
- Sign area maximum 20 square feet per face (not including base or structural elements)
- Location - at least 12' from curb and at least 3' from property lines, plus any other safety or visibility location limitations.
- Materials compliment building materials on the site or in the area.
- A landscape plan approved by the Planning Commission.

Mr. Brewster noted the proposed sign presents some interpretation issues on the sign area. Section 19.48.015.N. Sign Area Calculations states the following for monument signs - "The area shall include the sign panel but not the sign base on which it is mounted or the structural elements or frames that form the perimeter of the panel. The following are specific to this application:

- The area of the sign panel is 25.25 square feet. (20 square feet is the generally applicable limit, and was the size approved in May 2015 for Shawnee Mission East)
- The actual sign area (text and changeable copy area) is slightly less than 20 square feet.
- The sign includes a 4' x 4' school logo on the side. (a similar design was approved in July 2015 for Shawnee Mission East.)
- The brick base of the sign - which is to be excluded from sign area per the ordinance section above - includes sign text. (This text was included in the second calculation above where the text area was shown to be slightly below 20 square feet.)
- The proposed base material is not specified by appears to be the same or similar materials and colors as proposed for the school building.

- A landscape plan associated with the overall site plan approval has been approved subject to comments by staff, as required by that approval.

Although this sign is larger than the size for monument signs generally applicable for the area if you measured just the sign panel, the text area is compliant with the sign area limit. Further, the site is 9.1 acres and the overall structure (base and sign panel) is within scale of this sized site.

Jonathan Birkel questioned the proposed landscape plan, noting the proposed size and location of plantings would impact the visibility of the proposed lettering as shown on the Shawnee Mission South sign photograph submitted by the applicant. Mr. Brewster replied that a landscape plan for the entire project was completed and presented to staff for review a few weeks ago. He noted that he will consider Mr. Birkel's comments in the evaluation of the plan. He noted the code does not necessarily require landscaping at the base of the sign; the sign could be placed within a landscaped island.

James Breneman noted the proposed location is next to the exit driveway and questioned if the sign would interfere with vision for individuals turning out of the drive. Mr. Brewster replied that the site distance is measured from the stop sign. They have checked the sight distance in their analysis, but added that Public Works will have the final say on location and sight distance prior to installation of the sign.

Mr. Wolf asked Commissioners if they wished to proceed without the applicant present.

Jeffrey Valentino replied that if sufficient information has been presented to make a decision, he supports moving forward. However, if any Commissioners need additional information, the application should be continued. Mr. Lenahan stated that since the application is requesting a sign larger than code allows, he feels the applicant should be present to explain the need for the larger sign. Mr. Valentino stated that he is generally not supportive of signs of this size. Mrs. Brown agreed particularly with this sign being located on a residential street and not an arterial street. She feels it is too large for a residential area.

Jonathan Birkel questioned if the logo was lit. Mr. Breneman noted the side panels are not illuminated. He noted that a rearrangement of the lettering to have "Briarwood Elementary" on the same line, rather than two as shown,

James Breneman moved the Planning Commission continue PC2016-126 to the November 1st meeting and request that the applicant be present. The motion was seconded by Melissa Brown and passed by a vote of 5 to 0 with Mr. Valentino abstaining.

**PC2016-127 Request for Vacation of Easement on Replat of Lot 17
5012 West 70th Street**

Joe Elder, 2705 West 51st Terrace, addressed the Commission regarding the requested easement vacation. Mr. Elder noted corrections in the staff report referencing the location of the requested easement. The second line under comments should read:

There is currently a 10' easement down the **east** (not west) lot line. The last line in the paragraph should also reference the "**east** (not west) property boundary." The first condition in the recommendation for approval should read: "The vacation of only the western 5' of the **east** utility easement on the boundary of Lot 17 and Lot 18, and that the eastern 5' be held in place as designated on the plat." Mr. Brewster noted the retention of the eastern 5' has been requested by Public Works.

Mr. Elder asked if the vacation needed action by the Governing Body, noting they are anxious to begin the project before the weather changes. Mr. Brewster replied the vacation is a two part process and is not final until the Governing Body accepts the vacation of the easement. This is required by statute. It was noted their next meeting would be Monday, October 17th. Mr. Elder asked if a special meeting could be held prior to that date. He was advised the Mayor would need to request a special meeting.

Patrick Lenahan moved the Planning Commission approve PC2016-127 recommending the vacation request/replat of Prairie Village Lot 17 and West 5 feet of Lot 18, Block 55 with the following conditions.

1. The vacation of only the western 5 feet of the east utility easement on the boundary of Lot 17 and Lot 18, and that the eastern 5 feet be held in place as designated on the plat.
2. That the Governing Body accept the replat and vacation of the easement.
3. That the certificate of survey provided with this application dated 8/18/16 be filed with the County.

The motion was seconded by James Breneman and passed unanimously.

OTHER BUSINESS

Discussion of Countryside East Overlay District

Wes Jordan continued the discussion begun at the last meeting regarding concerns and challenges placed on the City with the enforcement of the Countryside East Overlay District approved in 2012. In addition to the regulations in the Overlay District, the association also has covenants, which in some instances conflict with the Overlay District. The City has also now adopted new building standards. Review of projects in this area under these multiple guidelines/regulations is cumbersome for the staff and confusing for applicants.

Mr. Jordan noted the appeal process established by the Overlay District involves a hearing before a board made of two homes association board members and one planning commission member. Jonathan Birkel has served on the appeal board. Mr. Birkel shared his experiences with the appeal process and noted that all appeals have been granted by the Board. Mr. Birkel noted that this is an R-1a District with large lots which are prime real estate for redevelopment resulting in continuing appeals. He would like to have Countryside East consider dropping the Overlay District and follow the city's new building standards. Mr. Jordan added that it is not only tear-downs that are impacted, but also remodels and building additions.

Mr. Wolf asked what would be the governing entity if the Overlay District were removed. Mr. Jordan responded the Covenants. Mr. Breneman confirmed that the Overlay District governs over the city's building standards.

Mr. Jordan noted that since the city's adoption of the building standards the differences are few, primarily the distance between properties. The city requires an 80% width with 20% setback, whereas the Overlay District requires a 12.5% setback on each side.

The Commission members feel that this is an area that will continue to be redeveloped and feels that action should be taken to encourage the Homes Association to accept the Prairie Village Building Standards and remove the Overlay District creating consistency throughout the City and clarity in implementation and enforcement. They directed Mr. Jordan to reach out to the Association leadership to discuss the current challenges and recommendation of the Commission to have unified acceptance of the city building standards. Mr. Jordan noted there has been a change in the membership on the Board since the adoption of the Overlay District.

Melissa Brown questioned the need for the Overlay District with the city's tightened building standards. Mr. Jordan noted that when this was adopted in 2012 there was a core group proposing the change and were not many individuals spoke at the Planning Commission public hearing or City Council meeting in opposition to the proposed District. He shared a challenge staff is currently dealing with from a home owner within the Overlay District submitting plans that meet the city's building standards and covenants but cannot be approved as they do not meet all of the Overlay District standards.

Discussion of Changes to Special Use and Conditional Use Permit Regulations

Chris Brewster stated that he made a presentation to the City Council on Special and Conditional Special Use Permits and reviewed the presentation that he made. These tools are generally applied in two situations:

1. To allow uses that are not ideal for the long-range planning goals of a particular area or district, but are an appropriate interim use on a particular site that will not undermine other surrounding investments that are consistent with plans or goals for the area.
2. To allow uses that are not universally appropriate for a particular zoning district under generally applicable standards, but based on specific site conditions, uniqueness of a particular location, or design or operation criteria for that particular application that may be appropriate.

The City Council directed him to meet with the Commission on possible changes to the current regulations. As he views the current code the Conditional Use Permit was created for more administrative or routine applications with the Special Use Permit designed for projects of a larger scope with greater potential neighborhood impact. These have become blurred over time. These are uses that do not fit into a specific zoning district. For those items that are more routine, criteria could be written into the code that would allow for them to be handled more administratively.

Mr. Brewster noted one of the first steps would be to review those uses identified as allowed conditional and special uses and determine where they are best fit.

Gregory Wolf asked how other cities have dealt with this. Mr. Brewster replied their responses are as varied as the number of cities. Generally uses that don't need a full discretionary review have criteria written that allow them to be handled administratively. Specific criteria cannot be written for more unique uses. Mr. Breneman noted that "hotels/motels" are not addressed in the city's code. Mr. Lenahan noted in many cities zoning districts are progressively more restrictive with special use guidelines established for each district.

Mr. Breneman noted the clearer the regulations could be drafted the more helpful it would be for investors and developers.

Mr. Brewster reviewed five steps he felt should be followed in the review process. Mr. Lenahan stated it would be helpful if the Commission could review zoning regulations from one or two other cities to see how they addressed these issues. Mr. Birkel stated there need to be clarity between when a property needs to be rezoned and when a special use permit is required. Mr. Lenahan stated he would like to see criteria established to allow for more items to be handled administratively.

Mr. Jordan asked for any other comments or suggestions to be e-mail to him or Mr. Brewster.

NEXT MEETING

The Commission Secretary reported that the November 1st agenda would include the continued item, a replat of the recently replatted Prairie Ridge (5201 West 77th Street) and a request for rezoning of Homestead Estates from R-1a to RP-1a to allow for flexibility to meet the needs of individuals who have purchased particular lots. There will not be a Board of Zoning Appeals meeting.

ADJOURNMENT

With no further business to come before the Commission, Vice Chairman Gregory Wolf adjourned the meeting at 8:10 p.m.

Gregory Wolf
Vice-Chairman

Prairie Village Environment and Recycling Committee

August 24, 2016

Pete Jarchow, for the Steering Committee, called the meeting to order at 5:30 p.m.

Members attending were Pete, Karin McAdams, Maurine Kierl, Devin Scrogum, Thomas O'Brien, Robert Roberge, Al Pugsley, Catherine Sinclair, Polly Swafford and Deborah English. Linda Marcusen is a new member. Wes Jordan, Jori Nelson and Alley Williams, the Prairie Village staff's new representative to the committee, were there from the city.

The May minutes were approved.

Al Pugsley announced an electric car show to take place on September 14.

Committee reports:

Community Forum:

- The forum will be held at Village Church on October 6. Our partners in sponsoring the event are the Sierra Club and KNRC (Kansas Natural Resources Council).
- A description of the event will be published in the *Village Voice*, and the *Shawnee Mission Post* (previously the *PV Post*).
- Four speakers are scheduled to speak on different aspects of the effect of budget cuts on Kansas environmental issues.
- The price of the event is \$15; this is lower than before because the menu will consist of a variety of appetizers rather than a full meal. They should arrive about 5:00.
- PCERC needs to provide lots of volunteers for setting up and serving food.

[At this point Pete summarized our committee system for the benefit of new members: Village Fest, Education, Earth Fair, Community Gardens and the Steering Committee are the permanent sub-committees.]

Education:

- Maurine asked that we "like" the Facebook page called JoCo Environmental Advocates, which is really a Prairie Village page.
- Please let Maurine know about local environmental events.
- Regarding signage for educational events, it seems that Public Works has a storage building with a loft, but our banner and two posters did not turn up there. Margaret Goldstein may have the banner.

Earth Fair:

- The sub-committee agrees that it would be appropriate to invite Chad Cooper to head up the fair again next year.
- The fair is scheduled for April 15, 2017.
- Karin would prefer not to be the committee chair for this coming fair-planning season.

Community Gardens:

- A church at 63rd St. and Nall has offered space for another garden site, but there are reasons to think this over. It's a lot of work to prepare another site, and it's not clear that the waiting list is long enough to justify it at this time.
- New fencing has reduced the problems with unauthorized 2- and 4-leggeds using the garden.

City news: Wes Jordan, helping Alley Williams to prepare for future reports.

- Waste collection issues:
 - The contract with Deffenbaugh, in effect since 2002, has not been renewed, due to many complaints.
 - The best bid came from Republic, a nationwide company that services Liberty, MO. They seem to provide good customer service. Since starting with them at the New Year, right after Christmas, the transition could be challenging. 17,000 bins need to be switched out by then.
 - Mission Chateau and the Meadowbrook development plan to use city recycling services.
- Meadowbrook:
 - Many were distressed to see so many trees cut down and ponds drained, but this is necessary, as the grade will be changed. The old trees would die if left alone.
 - The park plan is out to bid, and a developer is being sought for the senior facility. The old clubhouse will be replaced; it is not in good enough shape to save.
- The city no longer has a contract with the textile service, which never met expectations.
- The city council discussed economic incentive for electric car charging stations, but nothing more has happened. They could take it up again if someone brought it up.

Coming up...

- Joan Leavens will be speaking at our September meeting.
- Tom Jacobs from MARC is willing to address a future meeting.
- The E-recycling event will take place on October 8 at Black and Veatch from 8 am to 2pm. As we partner with Overland Park on this, our committee needs to supply its share of volunteers.
- At the September meeting, members will be invited to sign up for committee slots.

The meeting was adjourned at 7:00 p.m. The next meeting will be held at 5:30 on Wednesday, September 28, at 5:30 p.m.

Respectfully submitted,

Karin McAdams

TREE BOARD

City of Prairie Village, Kansas

MINUTES (draft)

Wednesday September 7, 2016

Public Works Conference Room

3535 Somerset Drive

Board Members: Deborah Nixon, Rick Howell, Jonathan Pruitt, Tucker Poling, Frank Riott, Kevin Dunn

Other Attendees: Suzanne Lownes

Deborah Nixon called the meeting to order at 6:00 p.m. with a quorum present.

- 1) **Review and Approve Minutes of August 3, 2016** - Motion by Rick Howell to accept the minutes, seconded by Frank Riott. **Approved unanimously.**

- 2) **Fall Seminar - Planning**

Rick Howell stated that Chad Weinand with Loma Vista was set as a speaker and would be speaking on the best trees to plant and what is new on the market. Deborah Nixon stated that Sarah Crowder with Heartland Tree Alliance would also be on hand for a Q&A session at the end of the presentation. Suzanne Lownes stated that she would check on the availability of the Community Center for the October 5th event at 7:00pm.

As far as notifications the following was discussed: Deborah Nixon would notify the Master Gardeners, Jonathan Pruitt would notify Jay at the Shawnee Mission Post, Suzanne Lownes would post on the website and email the Tree Boards from last year's list. Once the location is verified Suzanne Lownes will notify the members.

Rick Howell will get a short biography of Chad Weinand for the website and Deborah Nixon would do the same for Sarah Crowder.

- 3) **Tree Board Priorities**

- a) **Landscape Recommendation Update** - The Tree Board feels there should be a landscape ordinance for development to follow. They will review their highlights concerning trees and then submit them to City staff to help in developing a landscaping plan for the City.

- b) **Street Tree Planting** - It was suggested to look at a good street and make it great to help promote the value of trees. The group had not gone out and looked at potential streets yet. Rick Howell said that Loma Vista had offered a deal on trees, but he thought it was for the City as a whole, but he would talk to them about how it might help their Street Tree Planting project. Also discussion on setting up a methodology to the process and selection. Suzanne Lownes updated the group that there was no additional tree planting funds for this year. Funding this project would need to be discussed. There was discussion on contacting the Homes Associations for participation.

- 4) **Old Business** - None

- 5) **New Business** - In Franklin Park there are arboretum trees that are not marked and it might make for a good boy scout project. Suzanne Lownes said that she would look for the plaques.

Deborah Nixon asked about the preliminary landscape plans for the Mission Road Project. Suzanne Lownes stated that she would talk with Keith Bredehoeft about getting a set for them to see.

- 6) **Fall Seminar** - October 5, 2016 at 7:00pm TBD
- Next Meeting** - November 2, 2016 at 6:00pm

The meeting adjourned at 7:20 p.m.
Minutes prepared by Suzanne Lownes

**PRAIRIE VILLAGE
THIRD QUARTER CRIME REPORT - 2016**

CRIME	2012	2013	2014	2015	2016	AVERAGE	2016 +/- AVG
Homicide	0	0	0	0	1	0.20	0.80
Rape	5	1	2	4	1	2.60	-1.60
Robbery	2	2	3	1	0	1.60	-1.60
Assault	55	69	45	52	46	53.40	-7.40
Burglary	33	43	25	31	29	32.20	-3.20
Residence	28	38	18	29	25	27.60	-2.60
Business/Miscellaneous	5	5	7	2	4	4.60	-0.60
Theft	156	134	144	128	130	138.40	-8.40
Auto Theft	9	18	10	24	19	16.00	3.00
Arson	2	0	0	1	0	0.60	-0.60
Forgery	5	6	10	13	7	8.20	-1.20
Fraud	18	18	30	76	65	41.40	23.60
Criminal Damage	90	86	40	72	68	71.20	-3.20
Sexual Offenses	8	10	9	7	11	9.00	2.00
TOTAL	383	387	318	409	377	374.80	2.20

ACCIDENTS	2012	2013	2014	2015	2016	AVERAGE	2016 +/- AVG
Fatal	0	1	0	0	1	0.40	0.60
Street - Injury	18	18	26	22	27	22.20	4.80
Street - Property + \$1,000*	218	134	177	192	232	190.60	41.40
Street - Property - \$1,000*	45	47	27	38	28	37.00	-9.00
Private - Injury	0	0	1	1	4	1.20	2.80
Private - Property	56	49	46	48	40	47.80	-7.80
Walk-In Property	27	33	22	19	13	22.80	-9.80
TOTAL	364	282	299	320	345	322.00	23.00

MENTAL HEALTH	2012	2013	2014	2015	2016	AVERAGE	2016 +/- AVG
Suicide	1	3	1	2	3	2.00	1.00
Attempted Suicide	9	6	5	5	9	6.80	2.20
Involuntary Committal	14	7	12	1	8	8.40	-0.40
Voluntary Committal	22	16	11	4	17	14.00	3.00
All Other Mental Health	59	96	57	64	87	72.60	14.40
TOTAL	105	128	86	76	124	103.80	20.20

TOTAL CALLS	4,947	4,753	4,864	5,342	5,205	5,022.20	182.80
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MISSION HILLS THIRD QUARTER CRIME REPORT - 2016

CRIME	2012	2013	2014	2015	2016	AVERAGE	2016 +/- AVG
Homicide	0	0	0	0	0	0.00	0.00
Rape	0	0	0	0	0	0.00	0.00
Robbery	1	0	0	0	0	0.20	-0.20
Assault	6	3	2	4	2	3.40	-1.40
Burglary	5	5	12	7	13	8.40	4.60
Residence	5	5	11	6	13	8.00	5.00
Business/Miscellaneous	0	0	1	1	0	0.40	-0.40
Theft	23	15	19	13	19	17.80	1.20
Auto Theft	1	5	3	2	8	3.80	4.20
Arson	0	1	1	1	0	0.60	-0.60
Forgery	0	0	1	0	0	0.20	-0.20
Fraud	3	0	0	25	0	5.60	-5.60
Criminal Damage	18	8	11	12	12	12.20	-0.20
Sexual Offenses	1	0	0	0	0	0.20	-0.20
TOTAL	58	37	49	64	54	52.40	1.60

ACCIDENTS	2012	2013	2014	2015	2016	AVERAGE	2016 +/- AVG
Fatal	0	0	0	0	0	0.00	0.00
Street - Injury	0	0	0	3	2	1.00	1.00
Street - Property + \$1,000*	22	16	14	15	32	19.80	12.20
Street - Property - \$1,000*	9	3	4	7	4	5.40	-1.40
Private - Injury	0	1	0	0	0	0.20	-0.20
Private - Property	2	3	3	5	7	4.00	3.00
Walk-In - Property	2	0	4	0	3	1.80	1.20
TOTAL	35	23	25	30	48	32.20	15.80

MENTAL HEALTH	2012	2013	2014	2015	2016	AVERAGE	2016 +/- AVG
Suicide	0	0	0	0	0	0.00	0.00
Attempted Suicide	0	1	0	0	0	0.20	-0.20
Involuntary Committal	0	5	0	1	0	1.20	-1.20
Voluntary Committal	1	2	0	0	1	0.80	0.20
All Other Mental Health	5	3	3	6	10	5.40	4.60
TOTAL	6	11	3	7	11	7.60	3.40

TOTAL CALLS	1,048	1,006	1,038	1,311	1,169	1,114.40	54.60
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**PRAIRIE VILLAGE - MISSION HILLS
THIRD QUARTER CRIME REPORT - 2016**

CRIME	2012	2013	2014	2015	2016	AVERAGE	2016 +/- AVG
Homicide	0	0	0	0	1	0.20	0.80
Rape	5	1	2	4	1	2.60	-1.60
Robbery	3	2	3	1	0	1.80	-1.80
Assault	61	72	47	56	48	56.80	-8.80
Burglary	38	48	37	38	42	40.60	1.40
Residence	33	43	29	35	38	35.60	2.40
Business/Miscellaneous	5	5	8	3	4	5.00	-1.00
Theft	179	149	163	141	149	156.20	-7.20
Auto Theft	10	23	13	26	27	19.80	7.20
Arson	2	1	1	2	0	1.20	-1.20
Forgery	5	6	11	13	7	8.40	-1.40
Fraud	21	18	30	101	65	47.00	18.00
Criminal Damage	108	94	51	84	80	83.40	-3.40
Sexual Offenses	9	10	9	7	11	9.20	1.80
TOTAL	441	424	367	473	431	427.20	3.80

ACCIDENTS	2012	2013	2014	2015	2016	AVERAGE	2016 +/- AVG
Fatal	0	1	0	0	1	0.40	0.60
Street - Injury	18	18	26	25	29	23.20	5.80
Street - Property + \$1,000*	240	150	191	207	264	210.40	53.60
Street - Property - \$1,000*	54	50	31	45	32	42.40	-10.40
Private - Injury	0	1	1	1	4	1.40	2.60
Private - Property	58	52	49	53	47	51.80	-4.80
Walk-In - Property	29	33	26	19	16	24.60	-8.60
TOTAL	399	305	324	350	393	354.20	38.80

MENTAL HEALTH	2012	2013	2014	2015	2016	AVERAGE	2016 +/- AVG
Suicide	1	3	1	2	3	2.00	1.00
Attempted Suicide	9	7	5	5	9	7.00	2.00
Involuntary Committal	14	12	12	2	8	9.60	-1.60
Voluntary Committal	23	18	11	4	18	14.80	3.20
All Other Mental Health	64	99	60	70	97	78.00	19.00
TOTAL	111	139	89	83	135	111.40	23.60

TOTAL CALLS	5,995	5,759	5,902	6,653	6,374	6,136.60	237.40
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**Council Members
Mark Your Calendars
November 7, 2016**

November 2016	Jonathan Crabtree, Jeff Foster, Louanne Hein in the R.G. Endres Gallery
November 19	Northeast Johnson County Chamber Gala
November 21	City Council Meeting
November 24-25	City Offices Closed for Thanksgiving Holiday
December 2016	City Owned Art in the R.G. Endres Gallery
December 1	Mayor's Holiday Tree Lighting at Corinth Square
December 4	Gingerbread House Event at Corinth Elementary
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