City of Mission
Regular Meeting Agenda
Wednesday, May 18, 2016
7:00 p.m.
Mission City Hall

If you require any accommodations (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify the Administrative Office at 913-676-8350 no later than 24 hours prior to the beginning of the meeting.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

- Presentation of Colors, Mission Police Department Color Guard

ROLL CALL

PUBLIC HEARING

1. SPECIAL PRESENTATIONS

- Introduction of Mission Police Department Color Guard
- Proclamation Declaring "National Police Week 2016"
- Update from David Boutros, Mission Representative to Shawnee Indian Mission Foundation
- Proclamation Declaring "Kids to Parks Month 2016"
- Proclamation Declaring "National Bike Month 2016"

2. ISSUANCE OF NOTES AND BONDS

3. CONSENT AGENDA

NOTE: Information on consent agenda items has been provided to the Governing Body. These items are determined to be routine enough to be acted on in a single motion; however, this does not preclude discussion. ***If a councilmember or member of the public requests, an item may be removed from the consent agenda for further consideration and separate motion.***

CONSENT AGENDA - GENERAL

3a. Minutes of the April 20, 2016 City Council Meeting

CONSENT AGENDA - Finance & Administration Committee

Finance & Administration Committee Meeting Packet 5-4-16
Finance & Administration Committee Meeting Minutes 5-4-16

3b. Approval of 2015 Audit
3c. Amendments to Inoperable Vehicle Ordinance
3d. Waiver of Chapter 205 - Fireworks for Mission Family Summer Picnic
3e. Massage Establishment License, 6025 Martway

CONSENT AGENDA - Community Development Committee

Community Development Committee Meeting Packet 5-4-16
Community Development Committee Meeting Minutes 5-4-16

3f. Donation of Land
3g. 2020 Geotechnical Services Contract
3h. SPJCC Sidewalk Improvements

COMMUNITY COMMITTEE REPORTS

Approved Minutes from Board and Commission meetings are available on the City of Mission website under the "Agendas & Minutes" tab.

4. PUBLIC COMMENTS

5. ACTION ITEMS

Planning Commission

Miscellaneous

6. COMMITTEE REPORTS

Finance & Administration, Arcie Rothrock

Finance & Administration Committee Meeting Packet 5-4-16
Finance & Administration Committee Meeting Minutes 5-4-16

6a. Resolution of Intent to Lease-Purchase Vehicles and Equipment
6b. Amendments to Chapter 210 - Animal Control

Community Development, Pat Quinn

Community Development Committee Meeting Packet 5-4-16
Community Development Committee Meeting Minutes 5-4-16

6c. Cartegraph Street Inventory and Condition Update
6d. Business Improvement Grant (BIG) Program Modifications

7. UNFINISHED BUSINESS

8. NEW BUSINESS

8a. Election of Council President and Vice President
8b. Election of Council Committee Chairpersons and Vice Chairpersons

9. MAYOR'S REPORT

Appointments

10. CITY ADMINISTRATOR'S REPORT

EXECUTIVE SESSION

ADJOURNMENT

City of Mission	Item Number:	6a.
ACTION ITEM SUMMARY	Date:	April 26, 2016
Administration	From:	Brian Scott

Action items require a vote to recommend the item to full City Council for further action.

RE: Resolution Authorizing City Staff to Initiate a Lease-Purchase of Six Police Vehicles, One Police Motorcycle, and One Public Works Skid-Steer Loader.

RECOMMENDATION: Approve the resolution of intent authorizing staff to initiate the lease-purchase of six police vehicles, one police motorcycle, and one skid-steer loader.

DETAILS: The police department's six, front-line patrol vehicles are scheduled to be replaced this year. All six patrol vehicles are 2012 Chevrolet Tahoes, and are nearing the end of their useful life. The department has opted to replace them with Ford Explorers at an approximate cost of $55,650 each.

In addition, the police department needs to replace a 2007 Harley-Davidson police motorcycle at a cost of approximately $34,000; and the public works department needs to replace a skid-steer loader at a cost of approximately $65,000.

The total cost for replacement of the six patrol vehicles, the one police motorcycle, and the skid-steer loader is $433,000. This is a sizeable amount for the City to pay from the general fund budget in any given year. In such situations, we look to make these purchases through a lease-purchase financing arrangement. This process entails placing all vehicles out for bid to secure the lowest and best price. Once these prices have been secured, the city solicits bids from financial institutions that can offer the lowest interest rates and serve as the lessor in purchasing the vehicles on the City's behalf and leasing them back to the City in a lease-to-purchase arrangement.

The attached resolution authorizes staff to formally begin the process of setting-up a lease-purchase arrangement. The final lease-purchase arrangement will still require the approval of the City Council before it can be finalized.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	Article 12, §5 of the Kansas Constitution and K.S.A. 12-101
Line Item Code/Description:	01-30-403-01 Police Vehicles / 01-20-403-03 Public Works Vehicles
Available Budget:	$100,000 / $65,000

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACQUISITION OF POLICE VEHICLES AND PUBLIC WORKS EQUIPMENT BY PURCHASE OR LEASE FOR THE CITY OF MISSION, KANSAS.

WHEREAS, the City of Mission, Kansas (the "City"), desires to acquire and equip certain police vehicles and public works equipment (the "Equipment"); and

WHEREAS, in order to expedite the ordering of such Equipment, the City needs to enter into a purchase order for such Equipment; and

WHEREAS, the City expects that such Equipment will be financed by a lease-purchase agreement with vendors to be selected by the City.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF MISSION, KANSAS, AS FOLLOWS:

Section 1. City staff are authorized to execute and deliver purchase orders for the Equipment in an amount not to exceed $433,000.

Section 2. City staff is authorized to solicit lease purchase proposals to finance the Equipment.

Section 3. The City may incur costs for the Equipment in the maximum principal amount of $445,000 and the City intends to reimburse itself for such expenditures with the proceeds of bonds, notes or a lease purchase agreement.

Section 4. The Mayor, City Administrator, City Clerk, Finance Director and the other officers and representatives of the City are hereby authorized and directed to take such other action as may be necessary to carry out the intent of this Resolution.

Section 5. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED by the Governing Body on May 18, 2016.

(SEAL)

_____
Mayor

ATTEST:

_____
Clerk

City of Mission	Item Number:	6b.
ACTION ITEM SUMMARY	Date:	April 29, 2016
Finance & Administration	From:	Laura Smith & Glen Cole

Action items require a vote to recommend the item to full City Council for further action.

RE: Changes to Animal Ordinances Regulating Number of Pets Allowed and Animal Fostering

DETAILS: Following discussion at the Committee's January meeting, staff prepared changes to the municipal code that would repeal the existing regulations on keeping a third cat or dog and would, instead, regulate them under the same policies the Council adopted for chickens and bees last fall.

By right, a person would be able to keep up to four cats or dogs, in any combination. An accessory animal permit would allow a person to keep an additional two animals, cats or dogs, in any combination. This could be used for foster or permanently owned animals above the limits granted by right above.

Accessory animal permits would cost $50.00 annually, require an inspection, and would not allow persons with a history of animal and/or code enforcement violations to obtain a permit. The language used takes into account a variety of ordinance violations, such as animals running at large, unsafe or unhealthy animal keeping practices, inoperable vehicles, junk and rubbish piles, and failure to keep weeds and grass at an acceptable height. Permits are handled administratively, and require no consent from surrounding neighbors or the City Council. Permits would have to be renewed annually.

In addition to the revised limits discussed above, staff and the City Attorney have prepared a comprehensive rewrite of Chapter 210 of the Mission Municipal Code to assist in ensuring our animal ordinances represent best practices and are clear. A number of other small substantive changes were made, including the following:

- **Rabies vaccination:** A rabies shot is now required at 4 (instead of 6) months of age. This is the threshold used by most of Mission's peer cities, and reflects the CDC's determination that rabies vaccines are effective for dogs and cats starting at 3 months of age.

- **Rabies observation:** An animal biting another animal does not trigger mandatory rabies observation, but the animal <u>may</u> still be impounded for observation at the discretion of the Animal Control Officer. Animal-on-animal bites where both animals are vaccinated are no longer considered a high risk for rabies transmission. Mission is one of the last cities in the area to still require rabies observations for these type of bites.

Related Statute/City Ordinance:	Chapter 210 of the Mission Municipal Code
Line Item Code/Description:	N/A
Available Budget:	N/A

- **Minimum impoundment period:** The minimum impoundment period before releasing an animal for adoption has been reduced from 5 days to 3 days. This lower threshold helps reduce shelter overcrowding and the cost of impoundment fees paid by the City for animals that are not claimed.

- **Feral cat release:** Non-domesticated animals (i.e. feral cats) may be immediately released without observing the 3-day minimum impoundment period. This allows the City to avoid paying impoundment fees for feral animals before they are offered for adoption, i.e. as barn or warehouse cats.

- **Animal cruelty:** The animal cruelty section is now significantly more comprehensive. The City's previous ordinance on animal cruelty was adopted verbatim from state statute. The language proposed does a better job of laying out conditions that definitively constitute animal cruelty, such as when an animal is left in a sealed car on a hot day, intentionally abandoned for impoundment, fed poison, etc. while still providing broad protections.

- **Duty to care:** A section has been added (210.130) which places an affirmative burden on the owner of an animal to provide humane care, food, shelter, etc.

The changes and rewrites of the existing code chapter were so extensive that a red-lined version was difficult to follow. If you have any questions about how provisions tie back to the existing chapter, please feel free to contact Glen Cole.

CFAA CONSIDERATIONS/IMPACTS: N/A

Related Statute/City Ordinance:	Chapter 210 of the Mission Municipal Code
Line Item Code/Description:	N/A
Available Budget:	N/A

CHAPTER 210 - ANIMAL CONTROL

REVISIONS DRAFT - 4 / 1 / 2016

ARTICLE I: GENERAL PROVISIONS

210.010 Findings.
210.020 Definitions.
210.030 Animal Control Officer - Authority.
210.040 Animals - Financial Responsibility.
210.050 Animals - Impounding, Redemption, and Disposition.
210.060 Animals - Biting or Scratching Persons Report - Impoundment and Examination.

ARTICLE II: DOMESTIC ANIMALS

210.070 Owning Certain Animals Prohibited.
210.080 Animals Allowed Without a Permit.
210.090 Limitations Upon Number Of Domesticated Dogs and Cats.
210.100 Animals Only Allowed With a Permit.
210.110 Accessory Animal Permits.
210.120 Inoculations Against Rabies Required.
210.130 Responsible Animal Care Required.
210.140 Animal Nuisances Prohibited.
210.150 Dangerous or Vicious Animals Prohibited.
210.160 Cruelty to Animals Prohibited.
210.170 Trapping Prohibited.
210.180 Sale or Display of Certain Animals Prohibited.
210.190 Penalties.

ARTICLE III: NORTHEAST ANIMAL CONTROL COMMISSION

210.200 Findings.
210.210 Purpose and Objectives.
210.220 Agreement Incorporated.

Legend:

Cross-references in the existing code are in bold / red

Cross-references to sections within this code are highlighted in blue

CROSS-REFERENCE OF OLD TO NEW SECTIONS

OLD	NEW
210.020	NONE
210.030	210.180
210.040	210.170
210.050	210.030.B.f
210.060	210.070; 210.080; 210.100
210.065	210.110
210.070	210.120
210.090	210.090; 210.110
210.130	210.140.A
210.140	210.050
210.150	210.050.A
210.170	210.140
210.180	210.140.I
210.190	210.150
210.200	210.060
210.210	210.060.C
210.220	210.140.E
210.230	210.140.D
210.240	210.160
210.250	210.040.C
210.260	210.030, 210.050
210.270	210.020
210.280	210.190
210.290	210.200
210.300	210.210
210.310	210.220
210.320	210.070
210.330	210.070

CHAPTER 210 - ANIMAL CONTROL

TITLE ONE: GENERAL PROVISIONS

210.010 Findings.

The Governing Body of the City of Mission, Kansas hereby finds that to protect and preserve the public health, safety and welfare it is necessary to prohibit the ownership of certain animals within the City and to establish regulations governing the ownership of animals allowed within the City. **new**

210.020 Definitions.

For the purposes of this Chapter, the following words shall have the following meanings:

"Abandon" means for the owner to leave an animal without demonstrated or apparent intent to recover or resume custody; to leave an animal for more than 12 hours without providing adequate food and shelter for the duration of the absence; or to turn out or release an animal for the purpose of causing it to be impounded.

"Accessory Animal" refers to those animals requiring an Accessory Animal Permit before they may be lawfully owned in the City pursuant to Sections 210.090 through 210.100.

"Animal" means and includes any mammal, amphibian, fish, reptile, fowl, or other warm-blooded or cold-blooded vertebrate.

"Animal Nuisance" means and includes those unlawful activities specified in Section 210.140 and any animal performing such activities.

"Animal Shelter" means the facility or facilities operated by the City or an authorized service provider for the purpose of impounding, adopting or caring for any seized, stray, homeless, relinquished or abandoned animals under the authority of this Chapter or State law.

"At Large" means an animal not under control, as defined herein, of the animal's owner or a competent person.

"Control" of an animal means that the same is on a leash not more than eight (8) feet in length; is on or within a vehicle being driven or parked; or is within the property limits of its owner or upon the premises of another person with the consent of that person.

"Dangerous or vicious animals" shall include all animals deemed to be dangerous or vicious pursuant to Section 210.150.

“Domestic animals” shall include all animals allowed within the City pursuant to Title One of this Chapter.

"Domesticated" shall mean adapted to living dependently in an urban household setting.

“Hive” includes any man-made habitation in which bees are harbored or kept, including beehives, standards, boxes, or apiaries.

"Impound" means to seize summarily, confine, or restrain in custody.

“Officer” means the City’s Animal Control Officer, Police Officer, or Neighborhood Services Officer.

"Own" means the act of being the owner of an animal.

"Owner" means any person who provides food, water, shelter or who owns, keeps, possesses, harbors or offers refuge or asylum to or for any animal, or who professes to be doing the same or permits the same upon their property, for three (3) consecutive days or more shall be considered the animal's owner. Additionally, any person who signs a receipt for the return of an animal from any City designated animal shelter facility, animal holding facility, humane shelter or licensed veterinarian shall be considered the animal's owner. A parent or legal guardian shall be deemed to be an owner of animals owned by children upon their premises. **210.270**

“Person” means any individual, firm, corporation, association or partnership.

"Trap" means any mechanical device or snare which seeks to hold, capture or kill an animal.

"Trapping" means the setting or laying or otherwise using a trap.

210.030 Animal Control Officer - Authority. 210.260

A. There is hereby established the position of Animal Control Officer, who are hereby charged with the duties of enforcing this title and shall have such powers and authority as allowed by law. The Officers of the Northeast Animal Control Commission, as established in Title 4 of this Chapter, shall serve as the City’s Animal Control Officers. The City’s Police Officers and Neighborhood Services Officers may also enforce this Chapter and, when doing so, possess the same powers and authority. No person shall interfere with, hinder, molest or abuse such officers in the exercise of their powers.
B. The officers of the city enforcing this Chapter may:
    a. Take up and impound all animals found in the City in violation of the provisions of this Chapter; **210.260**

b. Issue a citation to the owner of an animal in violation of this Chapter and the person receiving the citation shall be compelled to, at the date and time specified on the citation, appear in the Municipal Court of the City to answer the charged violation of this Chapter; **210.260**
c. Enter without a warrant upon private property to regulate or prohibit the running at large of any animal or the creation of an animal nuisance where such animal is found in plain sight, other than in a residence structure, and to seize such animal from said private property; **new**
d. Enter without a warrant upon private property to apprehend a dangerous animal, a wild creature, or an animal suspected of being infected with rabies where such animal is found in plain sight, other than in a residential structure, and to seize such animal from said property; **new**
e. Enter upon private property to investigate cruelty to animals; and **new**
f. Destroy, without notice, any animal that is dangerous, fierce or vicious; suspected of being infected with rabies, distemper or other zoonotic disease; presents an immediate danger to the public health and safety; or is injured severely with no apparent chance of survival or in such pain as to warrant humane destruction. **210.050**

210.040 Animals - Financial Responsibility. 210.250; 210.270
In the event any person or their owned animals shall be found to be in violation of any of the provisions of this Chapter, any financial liability incurred for the treatment, impoundment and care or destruction of such animal shall be the personal financial responsibility of such person. In the event such person is a minor, the parent or legal guardian of such minor shall be financially responsible for such treatment and care. **210.250**

210.050 Animals - Impounding, Redemption, and Disposition. 210.140; 210.150
An officer is authorized to receive and dispose of animals, and to impound, offer for adoption, or destroy: any animal in violation of this Chapter, any animal that may carry a disease communicable to humans, or any animal that otherwise presents an immediate danger to the public health and safety. Such animals may be taken or impounded even though no citizen makes a complaint and even though the officer issues no notice to appear. Impoundment shall be subject to the following:

A. The officer shall notify the owner of an animal, identifiable by a tag or other method, which is impounded under this Chapter, by telephone or personal service. Failure to receive such notice shall not prevent the City or its authorized agency to carry out the provisions of this Article. **210.150**
B. Such animal shall be confined in the City's animal shelter for a period of three (3) days, such period of time beginning at nine a.m. on the morning following the day of impoundment. If the owner does not reclaim his or her animal during the three (3) day period, or if the officer or animal shelter is unable to locate and notify the owner after making a good faith effort to do so within the three (3) day period, then the animal shelter may offer for adoption or destroy such animal. **210.140**

   If the animal is not identifiable by a tag or other approved method, no notice is required and such animal shall be confined for a period of three (3) days beginning at nine a.m. of the morning following its capture; after such time the animal shelter may offer for

adoption or destroy such animal. **210.140**

Exception: Notwithstanding the above, any animal impounded as provided in Section 210.060 shall be held for a period of at least ten (10) days for the purpose of observing such animal for symptoms of rabies disease; after such time the animal shelter may dispose of the animal. **210.200 / 210.210**

Exception: Notwithstanding the above, any animal that is determined by the Animal Control Officer to not be domesticated may be released immediately to an animal shelter for disposition without observing the minimum period of confinement. **new**

C. Any animal may be claimed by its owner upon the payment of an impoundment fee which shall be set by the Northeast Animal Control Commission. Each animal impoundment is a separate and subsequent impoundment regardless of animal ownership in prior impoundments. **210.140**

210.060 Animals - Biting or Scratching Persons Report - Impoundment and Examination. 210.200 - 210.210

When any animal subject to rabies has bitten, scratched or attacked any person, or when an animal is suspected of having rabies, it shall be the duty of any person having knowledge of such facts to report the same immediately to an officer. Such animal shall not be killed, but shall be confined for a period of ten (10) days to the premises of: **210.200**

A. The City's animal shelter; or **210.200**
B. The premises of a duly licensed veterinarian; or **210.200**
C. The officer may authorize the confinement of the animal on the owner's premises if the owner produces a current rabies vaccination certificate for the animal. The owner of the animal must sign a written agreement to keep the animal confined as directed by the officer, and further agree to allow the animal to be examined periodically to determine its physical condition during the confinement period. **210.210**

No person shall refuse to surrender any animal for quarantine when demand is made by the order of the officer. The animal must be confined as directed by the officer. The confinement of the animal shall be at the expense of the owner of such animal, as set forth in Section 210.040. No person shall release from confinement any such animal or remove such animal from its place of confinement to another place without the consent of the officer. **210.200**

Following consultation with a licensed veterinarian, if the officer has reasonable cause to believe the animal is diseased, or upon exigent circumstances, the officer shall be empowered to order examination of such animal to determine whether it may have rabies. If the animal dies or is killed, a laboratory examination shall be made at the expense of the animal's owner.

TITLE TWO: DOMESTIC ANIMALS

210.070 Owning Certain Animals Prohibited. 210.060 / 210.330

It shall be unlawful for any person(s) to own, within the city limits, any animal except as allowed by Section 210.080 and Section 210.100.

This Section shall not apply to:

A. Animals being transported through the City;
B. Veterinary facilities operated by a licensed veterinarian;
C. *Bona fide* medical institutions or accredited educational institutions;
D. Facilities licensed by the State of Kansas to impound, shelter, or care for animals; or
E. Law enforcement officers acting in their official capacity.

210.080 Animals Allowed Without a Permit. 210.060; 210.090

A person may own the following animals lawfully without first obtaining an Accessory Animal Permit:

A. Domesticated dogs, subject to the limitations prescribed in Section 210.090;
B. Domesticated cats,subject to the limitations prescribed in Section 210.090;
C. Rabbits, subject to the following limitations:
    a. No more than three (3) adults over the age of twelve (12) weeks and fourteen (14) young under the age of twelve (12) weeks may be kept.
    b. Rabbits may either be housed outdoors or in a fenced yard.
        i. If housed outdoors, rabbits shall be housed in hutches located in the rear yard of the property at least ten (10) feet from the nearest property line.
        ii. Rabbits may be owned, with no distance requirements from residences or other establishments, in any fenced yard that is at least five hundred (500) square feet. Said fence shall be constructed of small, mesh wire that the rabbit cannot escape through with the perimeter of the fence buried along the bottom to prevent the rabbit from burrowing out. Rabbit(s) fenced in a yard shall be provided with adequate housing for protection from the weather.
D. Domesticated rodents, ferrets, and hedgehogs;
E. Birds;
F. Nonvenomous lizards, arachnids, and snakes;
G. Turtles;
H. Amphibians;
I. Fish; or
J. Invertebrates.

210.090 Limitations Upon Number Of Domesticated Dogs and Cats. 210.090

A. It shall be unlawful to own more than four (4) of the following animals, in any combination, without first obtaining an Accessory Animal Permit as provided in Section 210.110:
    a. Domesticated dogs over the age of six (6) months; or
    b. Domesticated cats over the age of six (6) months.
B. It shall be unlawful for a person to own more than one (1):
    a. Litter of pups under the age of six (6) months; or
    b. Litter of kittens under the age of six (6) months.

C. *Exception:* Domesticated dogs providing services for the disabled, as defined in and governed under K.S.A. 39-1101 *et seq.*, shall be exempt from restriction under this Section, and shall not be considered when calculating the maximum lawful number of animals under this Section.

210.100 Accessory Animals Allowed Only With a Permit. 210.060

A person may, upon first applying for and receiving an Accessory Animal Permit as provided in Section 210.110, own the following animals ("accessory animals") subject to the restrictions contained herein:

A. *Additional Dogs or Cats.* Upon obtaining an Accessory Animal Permit, a person may own up to two (2) additional domesticated dogs or cats over the age of six (6) months, in any combination, such that a person may own a maximum of six (6) dogs or cats.

B. *Chickens.* Any person keeping chickens shall comply with the following:
   a. No more than six (6) adult chickens may be owned.
   b. Male chickens ("roosters") shall not be owned.
   c. Chickens shall be kept in an adequate shelter, such as an aviary, coop, run, or tractor. Such shelter shall be located in the rear yard of the property at least ten (10) feet from the nearest property line.

C. *Bees.* Any person keeping bees shall comply with the following:
   a. No more than two (2) hives shall be located on a single property.
   b. All hives shall be located in the rear yard of the property at least ten (10) feet from the nearest property line.
   c. The rear yard shall be surrounded by an exterior fence at least forty-two (42) inches in height. A flyway structure or barrier (such as shrubbery or fencing) shall be provided if the exterior fence is less than six (6) feet in height.
   d. The owner shall maintain and manage hives to minimize swarming and prevent the creation of any public nuisance.
   e. A source of water shall be provided on the property at all times.

210.110 Accessory Animal Permits. 210.065

A. *Permit Required.* It shall be unlawful for any person to own within the City any accessory animal requiring a permit as set forth in Sections 210.090 through 210.100 without first applying to and receiving a permit from the City Clerk as hereinafter provided.

B. *Application.* Any person desiring a new or renewal accessory animal permit shall file an application with the City Clerk or his or her designee on a form provided by the City and remit a fee established by ordinance. The application shall identify the owner by name, address, and telephone number, the classes of animal to be kept at the property, and location and shelter facilities for the subject animal(s) so permitted.

C. *Requirements.* At all times, applicants or permittees must comply with all of the following to be eligible to hold an accessory animal permit:
   a. The applicant or permittee must comply with the requirements listed in this Chapter for the particular class of animal being kept.
   b. The applicant or permittee must successfully pass his or her most recent inspection relating to adequate shelter, food, water, yard condition, yard security, and animal health concerns, and compliance with this Chapter. An on-site inspection shall be performed prior to first issuance of an accessory animal permit, and from time to time as described elsewhere in this Section.

c. The applicant or permittee may not be the subject of more than three (3) of the following, in any combination:
    i. Valid complaints submitted to the City documenting a violation of any Section of Chapter 220, concerning public nuisances, within twelve (12) months preceding the date of the application;
    ii. Valid complaints submitted to the City documenting a violation of any Section of Chapter 210, concerning animal control, within twenty-four (24) months preceding the date of the application.

D. *Other Conditions of Permit.* Accessory animal permits issued shall be valid from the date of issuance until the next succeeding March 1. Permits must be renewed annually. The fee for a permit shall not be calculated pro rata or refunded after issuance. Permits issued shall only be valid for the specific classes of animal, address, and applicant listed on the application. A new permit and application fee shall be required in the event that an applicant or permittee moves to a new address or transfers the animal(s) listed in the permit to a person not already possessing the appropriate permit.

E. *Inspection.* An officer may perform an inspection of the property of an applicant or permittee for any of the following reasons:
    a. The City Clerk or his or her designee requires an inspection for first issuance of an accessory animal permit or as a condition of renewal;
    b. The applicant or permittee has received a citation for violation of any section of this Chapter within the preceding twelve (12) months;
    c. The City has received a documented complaint from the owner, lessee, or occupant of a contiguous property concerning the conditions of the permit, including the animal(s) permitted or the manner in which the animal(s) are kept;
    d. The officer has probable cause to believe a violation of this Chapter exists.
    e. The inspection shall verify that the applicant or permittee provides adequate shelter, food, water, yard condition, yard security, and other necessary conditions to preserve the health of the animal, and complies with the requirements of this Chapter. If any deficiency of these conditions is found, the applicant or permittee must correct such violation within such period of time as the officer shall direct.

F. *Denial, revocation, cancellation, non-renewal.* The City Clerk or his or her designee may deny, revoke, cancel, or refuse to renew an accessory animal permit if, at any time, the applicant or permittee:
    a. Fails to comply with any requirement of this Section or the requirements listed in this Chapter for the particular class of animal being kept;
    b. Is the subject of an ongoing violation of this Chapter;
    c. Allows any animal they own to habitually cause or to be a public nuisance as defined in Chapter 220;
    d. Refuses to allow an inspection of his or her property as elsewhere authorized by this Chapter;
    e. Has provided false information in his or her permit application.

G. Persons granted an Accessory Animal Permit shall be subject to all code provisions relating to animals.

210.120 Inoculations Against Rabies Required. 210.070

A. It shall be unlawful for any person to own any dog or cat over four (4) months old unless such dog or cat is currently vaccinated against rabies with a vaccine approved by the

State of Kansas for use in the prevention of rabies. Proof of valid rabies inoculation must be produced upon request of an officer.

B. *Exception:* The provisions of this Section shall not apply if a licensed veterinarian recommends that a dog or cat not be inoculated with a rabies vaccine. The owner of such animal shall maintain a statement from a licensed veterinarian on official letterhead specifying the reason that the animal should not be vaccinated, and produce it upon request of an officer.

210.130 Responsible Animal Care Required.

It shall be unlawful for any owner of an animal not to provide:

A. Sufficient quantity of good and wholesome food and water;
B. Proper protection and shelter from the weather;
C. Veterinary care when needed to prevent suffering;
D. Humane treatment; and
E. Prompt removal and sanitary disposal of all excreta deposited by his animal in the City.

210.140 Animal Nuisances Prohibited.

It shall be unlawful for the owner of any animal to cause or permit such animal to perform, create or engage in any of the following activities:

A. Runs at large or upon the private property of any other person or firm than the owner; **210.130**
B. Molests or disturbs persons or vehicles by chasing, barking, or biting, or otherwise interferes with their use of public property; **210.170.B.1**
C. Attacks other animals;
D. Damages property other than that of the owner; **210.230; 210.170.B.2**
E. Barks, whines, howls, brays, cries or makes other noise excessively between the hours of 10:00 P.M. and 7:00 A.M., or at any time so as to cause unreasonable annoyance, disturbance or discomfort to an individual residing in a residence structure which is within one thousand (1000) yards of the property on which the animal is kept or harbored; **210.220**
F. Creates noxious or offensive odors; **210.170**
G. Defecates upon any public place or upon premises not owned or controlled by the owner unless promptly removed by the owner; **210.170.A.2 / 210.170.B.3**
H. Creates an insect breeding and/or attraction site due to an accumulation of excreta;
I. Is in estrus (heat) and not securely confined and enclosed within a building except when on the owner's premises briefly for toilet purposes while under complete control of a responsible person. **210.180**
J. Is ridden on public property and obstructs or interferes with vehicular or pedestrian traffic;
K. Threatens or causes a condition which endangers public health; or
L. Impedes refuse collection by ripping any bag or tipping any container of such. **210.170.B.3-4**

Any animal found acting in any way forbidden by this Section, in the determination of an officer, shall hereby be declared a nuisance and its owner shall be subject to citation. Knowledge, intent or scienter is not required for this offense. **210.130**

210.150 Dangerous or Vicious Animals Prohibited. 210.190

A. *Prohibited.* It shall be unlawful for any person to keep, possess or harbor a vicious animal within the City. Impoundment of animals whose owners have been cited for violation of this Section shall be at the discretion of the Animal Control Officer. If the animal presents a clear and present danger to the public health or safety, it shall be the duty of the Animal Control Officer or his/her agent to impound such animal.

B. *Defined.* For purposes of this Chapter, a vicious animal shall include:
   1. Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals;
   2. Any animal which attacks a human being or domestic animal without provocation;
   3. Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting;
   4. Any animal which is urged by its owner or harborer to attack or whose owner or harborer threatens to provoke such animal to attack any Law Enforcement Officer while such officer is engaged in the performance of official duty, attack any person or attack any animal;
   5. Any hybrid animal that is part wild;
   6. Any breed of animal, physically altered or unaltered, trained or untrained, with or without external evidence of previous injury, that will, unprovoked or upon any type of command, attack human beings, other animals or damage property; or
   7. Any guard canine or security canine running at large.

C. *Complaint.* Whenever a complaint is filed in the Municipal Court against the owner of an animal alleging that such animal is vicious and in violation of this Section, the Municipal Judge shall hold a hearing to determine whether or not the animal is vicious within the meaning of this Section and thereby in violation of this Section. The owner of the animal shall be notified in writing of the time and place of the hearing at least one (1) week prior to the hearing. In making a determination, the Municipal Judge shall consider the following:
   1. The seriousness of the attack or bite;
   2. Past history of attacks or bites;
   3. Likelihood of attacks or bites in the future;
   4. The condition and circumstances under which the animal is kept or confined;
   5. Other factors which may reasonably relate to the determination of whether or not the animal is vicious.

   The Municipal Judge shall order the impoundment, the muzzling in accordance with Subsection D and/or the confinement of the animal accused of being in violation of this Section in a manner and location that will insure that it is no threat to persons or other animals pending the outcome of the hearing. If such impoundment, muzzling or otherwise safe confinement is not possible or if prior court orders to restrain such animal have gone unheeded, the Municipal Judge may order the animal immediately destroyed.

D. *Vicious Canines To Be Muzzled.* It shall be the duty of every owner, keeper or harborer of any canine in the City, which canine is vicious or has been known to bite, chase or run

after any person or animal in the streets, alleys or any public place in the City, to keep the same muzzled with a good and sufficient wire or leather muzzle securely fastened so as to wholly prevent such canine from biting any animal or person until such time as a determination has been made by the court as to whether the canine is vicious or not. Any person owning, keeping or harboring any canine within the City limits contrary to this Section shall be guilty of a violation of this Code.

E. *Immediate Destruction.* Nothing in this Chapter shall be construed to prevent the Animal Control Officer or any Law Enforcement Officer from taking whatever action is reasonably necessary to protect himself/herself or members of the public from injury or danger, including immediate destruction of any vicious animal without notice to the owner.

F. *Release Of.* If a complaint has been filed in the Municipal Court against the owner of an impounded animal for a charge under this Section, the animal shall not be released except on the order of the Municipal Judge who may also direct the owner to pay all impounding fees in addition to any penalties for violation of this Chapter. The Municipal Judge may, upon making a finding that an animal is vicious or that it represents a clear and present danger to the citizens or to other animals in the community, order the animal to be destroyed in a humane manner by the animal shelter. Surrender of an animal by the owner thereof to the Animal Control Officer does not relieve or render the owner immune from the decision of the court nor to the fees and fines which may result from a violation of this Section.

G. *Confinement, Destruction, Removal By Judge.* The Municipal Court Judge or Judge Pro Tem shall have the authority to order any animal deemed to be dangerous or vicious to be confined, destroyed or permanently removed from the corporate City limits.

210.160 Cruelty to Animals Prohibited. 210.240

A. It shall be unlawful for any person:
    a. to willfully or maliciously kill, maim, disfigure or torture, strike, hit or beat with a stick, board, chain, club or other object; mutilate, burn, or scald with any substance; or drive over any domestic animal, or cruelly set an animal upon another animal, except that reasonable force may be employed to drive off vicious or trespassing animals; or
    b. by any means to make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with harmful or poisonous substances; or
    c. to fail, refuse or neglect to provide any animal in his or her charge or custody as owner or otherwise with proper food, drink, shade, care, or shelter. Any animal kept outside shall be provided with structurally sound weatherproof enclosure, large enough to accommodate the animal; or
    d. to drive or work any animal cruelly; or
    e. to abandon any animal within the City limits; or
    f. to cause, instigate, stage, or train any animal to fight or permit any fight between any animal and another animal or human; or
    g. except a licensed veterinarian, to crop animal ears or dock animal tails; or

h. to give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter a place of amusement; or offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade; or
i. to leave any animal confined in a vehicle for more than five (5) minutes in extreme weather conditions, defined as less than thirty (30) degrees Fahrenheit or more than eighty (80) degrees Fahrenheit.

B. Any person who, as the operator of a motor vehicle, strikes a domestic animal shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained and located, such operator shall at once report the accident to the appropriate law enforcement agency.

C. *Exceptions:* Nothing in Subsection A of this Section shall:
   a. Be deemed to prohibit any action by a licensed veterinarian done in accordance with accepted standards of veterinary medicine, or any action taken by a law enforcement officer pursuant to the interests of public health and safety.
   b. Be deemed to prohibit any act done in self-defense or done to defend another person.
   c. Be deemed to prohibit the use of poisonous substances for the control of vermin of significance to the public health.

210.170 Trapping Prohibited. 210.040

A. No person shall do any trapping anywhere in the City.

B. *Exceptions:*
   a. This Section does not apply to the use of any trap specifically designed to kill rats, mice, gophers, moles, or vermin of significance to the public health.
   b. This Section does not apply to the use of cage-type live traps employed for the control of wild animals.
   c. This Section does not apply to actions taken by a law enforcement officer pursuant to the interests of public health and safety.
   d. This Section does not apply to actions taken by a professional rodent or wildlife control company.

210.180 Sale or Display of Certain Animals Prohibited. 210.030

A. It shall be unlawful for any person to do any of the following actions to any newly hatched fowl or any newly born rabbit under the age of three (3) months:
   a. use as a toy;
   b. use for display;
   c. use for decorative purposes;
   d. sell;
   e. offer for sale;
   f. expose for sale;
   g. subject to any form of mistreatment or careless handling; or
   h. dye;

B. *Exception:* The provisions of this Section relating to the sale of certain animals shall not apply to a regular licensed pet dealer who is licensed by the Kansas Department of Agriculture or any Federal licensing or regulating authority.

210.190 Penalties. 210.280

Any person violating any provisions of this Chapter shall, upon conviction thereof, be punished by a fine of not more than five hundred dollars ($500.00) or be imprisoned not to exceed thirty (30) days, or be both so fined and imprisoned. Each consecutive day's violation shall constitute a separate punishable offense.

TITLE FOUR: NORTHEAST ANIMAL CONTROL COMMISSION

210.200 Findings. 210.290

The Governing Body deems it advisable and necessary that this City adequately control the problems of dead and uncontrolled domestic and wild animals on the streets or roaming at large within the City. It further finds it necessary to join together with other Cities to continue a cooperative animal control program with certain other Johnson County Cities to effect for the benefit of the citizens of the Cities a better animal control service at the lowest possible cost to the Cities.

210.210 Purpose and Objectives. 210.300

A. It is hereby declared that the cost and operation of animal control can best be effected in the several member cities by cooperative management and financing of personnel and equipment needed to enforce and provide services necessary to pick up, care for and dispose of, where necessary, domestic, unwanted or at-large animals or dead or dangerous animals within the member cities.
B. It is hereby declared the purpose of the cooperative program to study and provide new or better methods of animal control and to develop and maintain communications with the governing bodies and residents of the member cities to eliminate problems of animal control.

210.220 Agreement Incorporated. 210.310

A. The City joins with at least two (2) other adopting cities to continue the Johnson County Animal Control Commission, which name shall be changed to the Northeast Animal Control Commission.
B. There is hereby incorporated by reference, as though reproduced herein in its entirety, Ordinance No. 1228 providing for the establishment and operation of the Northeast Animal Control Commission.

ORDINANCE NO. ____

AN ORDINANCE REPEALING CHAPTER 210 OF THE CODE OF THE CITY OF MISSION, REGARDING ANIMAL CONTROL, IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 210 REGARDING SAME.

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

Section 1. Chapter 210 is hereby repealed in its entirety;

Section 2. Section 103.020 is hereby repealed in its entirety;

Section 3. Chapter 210 of the Code of the City of Mission is hereby adopted, to read as follows:

CHAPTER 210: ANIMAL CONTROL

ARTICLE I: GENERAL PROVISIONS

210.010 Findings.

The Governing Body of the City of Mission, Kansas hereby finds that to protect and preserve the public health, safety and welfare it is necessary to prohibit the ownership of certain animals within the City and to establish regulations governing the ownership of animals allowed within the City.

210.020 Definitions.

For the purposes of this Chapter, the following words shall have the following meanings:

"Abandon" means for the owner to leave an animal without demonstrated or apparent intent to recover or resume custody; to leave an animal for more than 12 hours without providing adequate food and shelter for the duration of the absence; or to turn out or release an animal for the purpose of causing it to be impounded.

"Accessory Animal" refers to those animals requiring an Accessory Animal Permit before they may be lawfully owned in the City pursuant to Sections 210.090 through 210.100.

"Animal" means and includes any mammal, amphibian, fish, reptile, fowl, or other warm-blooded or cold-blooded vertebrate.

"Animal Nuisance" means and includes those unlawful activities specified in Section 210.140 and any animal performing such activities.

"Animal Shelter" means the facility or facilities operated by the City or an authorized service provider for the purpose of impounding, adopting or caring for any seized, stray,

homeless, relinquished or abandoned animals under the authority of this Chapter or State law.

"At Large" means an animal not under control, as defined herein, of the animal's owner or a competent person.

"Control" of an animal means that the same is on a leash not more than eight (8) feet in length; is on or within a vehicle being driven or parked; or is within the property limits of its owner or upon the premises of another person with the consent of that person.

"Dangerous or vicious animals" shall include all animals deemed to be dangerous or vicious pursuant to Section 210.150.

"Domestic animals" shall include all animals allowed within the City pursuant to Title One of this Chapter.

"Domesticated" shall mean adapted to living dependently in an urban household setting.

"Hive" includes any man-made habitation in which bees are harbored or kept, including beehives, standards, boxes, or apiaries.

"Impound" means to seize summarily, confine, or restrain in custody.

"Officer" means the City's Animal Control Officer, Police Officer, or Neighborhood Services Officer.

"Own" means the act of being the owner of an animal.

"Owner" means any person who provides food, water, shelter or who owns, keeps, possesses, harbors or offers refuge or asylum to or for any animal, or who professes to be doing the same or permits the same upon their property, for three (3) consecutive days or more shall be considered the animal's owner. Additionally, any person who signs a receipt for the return of an animal from any City designated animal shelter facility, animal holding facility, humane shelter or licensed veterinarian shall be considered the animal's owner. A parent or legal guardian shall be deemed to be an owner of animals owned by children upon their premises.

"Person" means any individual, firm, corporation, association or partnership.

"Trap" means any mechanical device or snare which seeks to hold, capture or kill an animal.

"Trapping" means the setting or laying or otherwise using a trap.

210.030 Animal Control Officer - Authority.

A. There is hereby established the position of Animal Control Officer, who are hereby charged with the duties of enforcing this title and shall have such powers and authority as allowed by law. The Officers of the Northeast Animal Control Commission, as established in Title 4 of this Chapter, shall serve as the City's Animal Control Officers. The City's Police Officers and Neighborhood Services Officers may also enforce this Chapter and, when doing so, possess the same powers and authority. No person shall interfere with, hinder, molest or abuse such officers in the exercise of their powers.

B. The officers of the city enforcing this Chapter may:

    a. Take up and impound all animals found in the City in violation of the provisions of this Chapter;
    b. Issue a citation to the owner of an animal in violation of this Chapter and the person receiving the citation shall be compelled to, at the date and time specified on the citation, appear in the Municipal Court of the City to answer the charged violation of this Chapter;
    c. Enter without a warrant upon private property to regulate or prohibit the running at large of any animal or the creation of an animal nuisance where such animal is found in plain sight, other than in a residence structure, and to seize such animal from said private property;
    d. Enter without a warrant upon private property to apprehend a dangerous animal, a wild creature, or an animal suspected of being infected with rabies where such animal is found in plain sight, other than in a residential structure, and to seize such animal from said property;
    e. Enter upon private property to investigate cruelty to animals; and
    f. Destroy, without notice, any animal that is dangerous, fierce or vicious; suspected of being infected with rabies, distemper or other zoonotic disease; presents an immediate danger to the public health and safety; or is injured severely with no apparent chance of survival or in such pain as to warrant humane destruction.

210.040 Animals - Financial Responsibility.

In the event any person or their owned animals shall be found to be in violation of any of the provisions of this Chapter, any financial liability incurred for the treatment, impoundment and care or destruction of such animal shall be the personal financial responsibility of such person. In the event such person is a minor, the parent or legal guardian of such minor shall be financially responsible for such treatment and care.

210.050 Animals - Impounding, Redemption, and Disposition.

An officer is authorized to receive and dispose of animals, and to impound, offer for adoption, or destroy: any animal in violation of this Chapter, any animal that may carry a disease communicable to humans, or any animal that otherwise presents an immediate danger to the public health and safety. Such animals may be taken or impounded even though no citizen makes a complaint and even though the officer issues no notice to appear. Impoundment shall be subject to the following:

A. The officer shall notify the owner of an animal, identifiable by a tag or other method, which is impounded under this Chapter, by telephone or personal service. Failure to receive such notice shall not prevent the City or its authorized agency to carry out the provisions of this Article.
B. Such animal shall be confined in the City's animal shelter for a period of three (3) days, such period of time beginning at nine a.m. on the morning following the day of impoundment. If the owner does not reclaim his or her animal during the three (3) day period, or if the officer or animal shelter is unable to locate and notify the owner after making a good faith effort to do so within the three (3) day period, then the animal shelter may offer for adoption or destroy such animal.

   If the animal is not identifiable by a tag or other approved method, no notice is required and such animal shall be confined for a period of three (3) days beginning at nine a.m. of the morning following its capture; after such time the animal shelter may offer for adoption or destroy such animal.

   Exception: Notwithstanding the above, any animal impounded as provided in Section 210.060 shall be held for a period of at least ten (10) days for the purpose of observing such animal for symptoms of rabies disease; after such time the animal shelter may dispose of the animal.

   Exception: Notwithstanding the above, any animal that is determined by the Animal Control Officer to not be domesticated may be released immediately to an animal shelter for disposition without observing the minimum period of confinement.

C. Any animal may be claimed by its owner upon the payment of an impoundment fee which shall be set by the Northeast Animal Control Commission. Each animal impoundment is a separate and subsequent impoundment regardless of animal ownership in prior impoundments.

210.060 Animals - Biting or Scratching Persons Report - Impoundment and Examination.

When any animal subject to rabies has bitten, scratched or attacked any person, or when an animal is suspected of having rabies, it shall be the duty of any person having knowledge of such facts to report the same immediately to an officer. Such animal shall not be killed, but shall be confined for a period of ten (10) days to the premises of;

A. The City's animal shelter; or
B. The premises of a duly licensed veterinarian; or
C. The officer may authorize the confinement of the animal on the owner's premises if the owner produces a current rabies vaccination certificate for the animal. The owner of the animal must sign a written agreement to keep the animal confined as directed by the officer, and further agree to allow the animal to be examined periodically to determine its physical condition during the confinement period.

No person shall refuse to surrender any animal for quarantine when demand is made by the order of the officer. The animal must be confined as directed by the officer. The confinement of the animal shall be at the expense of the owner of such animal, as set forth in Section 210.040.

No person shall release from confinement any such animal or remove such animal from its place of confinement to another place without the consent of the officer.

Following consultation with a licensed veterinarian, if the officer has reasonable cause to believe the animal is diseased, or upon exigent circumstances, the officer shall be empowered to order examination of such animal to determine whether it may have rabies. If the animal dies or is killed, a laboratory examination shall be made at the expense of the animal's owner.

ARTICLE II: DOMESTIC ANIMALS

210.070 Owning Certain Animals Prohibited.
It shall be unlawful for any person(s) to own, within the city limits, any animal except as allowed by Section 210.080 and Section 210.100.

This Section shall not apply to:

A. Animals being transported through the City;
B. Veterinary facilities operated by a licensed veterinarian;
C. *Bona fide* medical institutions or accredited educational institutions;
D. Facilities licensed by the State of Kansas to impound, shelter, or care for animals; or
E. Law enforcement officers acting in their official capacity.

210.080 Animals Allowed Without a Permit.
A person may own the following animals lawfully without first obtaining an Accessory Animal Permit:

A. Domesticated dogs, subject to the limitations prescribed in Section 210.090;
B. Domesticated cats,subject to the limitations prescribed in Section 210.090;
C. Rabbits, subject to the following limitations:
    a. No more than three (3) adults over the age of twelve (12) weeks and fourteen (14) young under the age of twelve (12) weeks may be kept.
    b. Rabbits may either be housed outdoors or in a fenced yard.
        i. If housed outdoors, rabbits shall be housed in hutches located in the rear yard of the property at least ten (10) feet from the nearest property line.
        ii. Rabbits may be owned, with no distance requirements from residences or other establishments, in any fenced yard that is at least five hundred (500) square feet. Said fence shall be constructed of small, mesh wire that the rabbit cannot escape through with the perimeter of the fence buried along the bottom to prevent the rabbit from burrowing out. Rabbit(s) fenced in a yard shall be provided with adequate housing for protection from the weather.
D. Domesticated rodents, ferrets, and hedgehogs;
E. Birds;
F. Nonvenomous lizards, arachnids, and snakes;
G. Turtles;
H. Amphibians;
I. Fish; or
J. Invertebrates.

210.090 Limitations Upon Number Of Domesticated Dogs and Cats.

A. It shall be unlawful to own more than four (4) of the following animals, in any combination, without first obtaining an Accessory Animal Permit as provided in Section 210.110:
    a. Domesticated dogs over the age of six (6) months; or
    b. Domesticated cats over the age of six (6) months.
B. It shall be unlawful for a person to own more than one (1):
    a. Litter of pups under the age of six (6) months; or
    b. Litter of kittens under the age of six (6) months.
C. *Exception:* Domesticated dogs providing services for the disabled, as defined in and governed under K.S.A. 39-1101 *et seq.*, shall be exempt from restriction under this Section, and shall not be considered when calculating the maximum lawful number of animals under this Section.

210.100 Accessory Animals Allowed Only With a Permit.

A person may, upon first applying for and receiving an Accessory Animal Permit as provided in Section 210.110, own the following animals ("accessory animals") subject to the restrictions contained herein:

A. *Additional Dogs or Cats.* Upon obtaining an Accessory Animal Permit, a person may own up to two (2) additional domesticated dogs or cats over the age of six (6) months, in any combination, such that a person may own a maximum of six (6) dogs or cats.
B. *Chickens.* Any person keeping chickens shall comply with the following:
    a. No more than six (6) adult chickens may be owned.
    b. Male chickens ("roosters") shall not be owned.
    c. Chickens shall be kept in an adequate shelter, such as an aviary, coop, run, or tractor. Such shelter shall be located in the rear yard of the property at least ten (10) feet from the nearest property line.
C. *Bees.* Any person keeping bees shall comply with the following:
    a. No more than two (2) hives shall be located on a single property.
    b. All hives shall be located in the rear yard of the property at least ten (10) feet from the nearest property line.
    c. The rear yard shall be surrounded by an exterior fence at least forty-two (42) inches in height. A flyway structure or barrier (such as shrubbery or fencing) shall be provided if the exterior fence is less than six (6) feet in height.
    d. The owner shall maintain and manage hives to minimize swarming and prevent the creation of any public nuisance.
    e. A source of water shall be provided on the property at all times.

210.110 Accessory Animal Permits.

A. *Permit Required.* It shall be unlawful for any person to own within the City any accessory animal requiring a permit as set forth in Sections 210.090 through 210.100 without first applying to and receiving a permit from the City Clerk as hereinafter provided.
B. *Application.* Any person desiring a new or renewal accessory animal permit shall file an application with the City Clerk or his or her designee on a form provided by the City and remit a fee established by ordinance. The application shall identify the owner by name, address, and telephone number, the classes of animal to be kept at the property, and location and shelter facilities for the subject animal(s) so permitted.
C. *Requirements.* At all times, applicants or permittees must comply with all of the following to be eligible to hold an accessory animal permit:

a. The applicant or permittee must comply with the requirements listed in this Chapter for the particular class of animal being kept.
b. The applicant or permittee must successfully pass his or her most recent inspection relating to adequate shelter, food, water, yard condition, yard security, and animal health concerns, and compliance with this Chapter. An on-site inspection shall be performed prior to first issuance of an accessory animal permit, and from time to time as described elsewhere in this Section.
c. The applicant or permittee may not be the subject of more than three (3) of the following, in any combination:
    i. Valid complaints submitted to the City documenting a violation of any Section of Chapter 220, concerning public nuisances, within twelve (12) months preceding the date of the application;
    ii. Valid complaints submitted to the City documenting a violation of any Section of Chapter 210, concerning animal control, within twenty-four (24) months preceding the date of the application.

D. *Other Conditions of Permit.* Accessory animal permits issued shall be valid from the date of issuance until the next succeeding March 1. Permits must be renewed annually. The fee for a permit shall not be calculated pro rata or refunded after issuance. Permits issued shall only be valid for the specific classes of animal, address, and applicant listed on the application. A new permit and application fee shall be required in the event that an applicant or permittee moves to a new address or transfers the animal(s) listed in the permit to a person not already possessing the appropriate permit.

E. *Inspection.* An officer may perform an inspection of the property of an applicant or permittee for any of the following reasons:
    a. The City Clerk or his or her designee requires an inspection for first issuance of an accessory animal permit or as a condition of renewal;
    b. The applicant or permittee has received a citation for violation of any section of this Chapter within the preceding twelve (12) months;
    c. The City has received a documented complaint from the owner, lessee, or occupant of a contiguous property concerning the conditions of the permit, including the animal(s) permitted or the manner in which the animal(s) are kept;
    d. The officer has probable cause to believe a violation of this Chapter exists.
    e. The inspection shall verify that the applicant or permittee provides adequate shelter, food, water, yard condition, yard security, and other necessary conditions to preserve the health of the animal, and complies with the requirements of this Chapter. If any deficiency of these conditions is found, the applicant or permittee must correct such violation within such period of time as the officer shall direct.

F. *Denial, revocation, cancellation, non-renewal.* The City Clerk or his or her designee may deny, revoke, cancel, or refuse to renew an accessory animal permit if, at any time, the applicant or permittee:
    a. Fails to comply with any requirement of this Section or the requirements listed in this Chapter for the particular class of animal being kept;
    b. Is the subject of an ongoing violation of this Chapter;
    c. Allows any animal they own to habitually cause or to be a public nuisance as defined in Chapter 220;
    d. Refuses to allow an inspection of his or her property as elsewhere authorized by this Chapter;
    e. Has provided false information in his or her permit application.

G. Persons granted an Accessory Animal Permit shall be subject to all code provisions relating to animals.

210.120 Inoculations Against Rabies Required.

A. It shall be unlawful for any person to own any dog or cat over four (4) months old unless such dog or cat is currently vaccinated against rabies with a vaccine approved by the State of Kansas for use in the prevention of rabies. Proof of valid rabies inoculation must be produced upon request of an officer.
B. *Exception:* The provisions of this Section shall not apply if a licensed veterinarian recommends that a dog or cat not be inoculated with a rabies vaccine. The owner of such animal shall maintain a statement from a licensed veterinarian on official letterhead specifying the reason that the animal should not be vaccinated, and produce it upon request of an officer.

210.130 Responsible Animal Care Required.

It shall be unlawful for any owner of an animal not to provide:

A. Sufficient quantity of good and wholesome food and water;
B. Proper protection and shelter from the weather;
C. Veterinary care when needed to prevent suffering;
D. Humane treatment; and
E. Prompt removal and sanitary disposal of all excreta deposited by his animal in the City.

210.140 Animal Nuisances Prohibited.

It shall be unlawful for the owner of any animal to cause or permit such animal to perform, create or engage in any of the following activities:

A. Runs at large or upon the private property of any other person or firm than the owner;
B. Molests or disturbs persons or vehicles by chasing, barking, or biting, or otherwise interferes with their use of public property;
C. Attacks other animals;
D. Damages property other than that of the owner;
E. Barks, whines, howls, brays, cries or makes other noise excessively between the hours of 10:00 P.M. and 7:00 A.M., or at any time so as to cause unreasonable annoyance, disturbance or discomfort to an individual residing in a residence structure which is within one thousand (1000) yards of the property on which the animal is kept or harbored;
F. Creates noxious or offensive odors;
G. Defecates upon any public place or upon premises not owned or controlled by the owner unless promptly removed by the owner;
H. Creates an insect breeding and/or attraction site due to an accumulation of excreta;
I. Is in estrus (heat) and not securely confined and enclosed within a building except when on the owner's premises briefly for toilet purposes while under complete control of a responsible person.
J. Is ridden on public property and obstructs or interferes with vehicular or pedestrian traffic;
K. Threatens or causes a condition which endangers public health; or
L. Impedes refuse collection by ripping any bag or tipping any container of such.

Any animal found acting in any way forbidden by this Section, in the determination of an officer, shall hereby be declared a nuisance and its owner shall be subject to citation. Knowledge, intent or scienter is not required for this offense.

210.150 Dangerous or Vicious Animals Prohibited.

A. *Prohibited.* It shall be unlawful for any person to keep, possess or harbor a vicious animal within the City. Impoundment of animals whose owners have been cited for violation of this Section shall be at the discretion of the Animal Control Officer. If the animal presents a clear and present danger to the public health or safety, it shall be the duty of the Animal Control Officer or his/her agent to impound such animal.

B. *Defined.* For purposes of this Chapter, a vicious animal shall include:
   1. Any animal with a known propensity, tendency or disposition to attack unprovoked, to cause injury or to otherwise endanger the safety of human beings or domestic animals;
   2. Any animal which attacks a human being or domestic animal without provocation;
   3. Any animal owned or harbored primarily or in part for the purpose of fighting or any animal trained for fighting;
   4. Any animal which is urged by its owner or harborer to attack or whose owner or harborer threatens to provoke such animal to attack any Law Enforcement Officer while such officer is engaged in the performance of official duty, attack any person or attack any animal;
   5. Any hybrid animal that is part wild;
   6. Any breed of animal, physically altered or unaltered, trained or untrained, with or without external evidence of previous injury, that will, unprovoked or upon any type of command, attack human beings, other animals or damage property; or
   7. Any guard canine or security canine running at large.

C. *Complaint.* Whenever a complaint is filed in the Municipal Court against the owner of an animal alleging that such animal is vicious and in violation of this Section, the Municipal Judge shall hold a hearing to determine whether or not the animal is vicious within the meaning of this Section and thereby in violation of this Section. The owner of the animal shall be notified in writing of the time and place of the hearing at least one (1) week prior to the hearing. In making a determination, the Municipal Judge shall consider the following:
   1. The seriousness of the attack or bite;
   2. Past history of attacks or bites;
   3. Likelihood of attacks or bites in the future;
   4. The condition and circumstances under which the animal is kept or confined;
   5. Other factors which may reasonably relate to the determination of whether or not the animal is vicious.

   The Municipal Judge shall order the impoundment, the muzzling in accordance with Subsection D and/or the confinement of the animal accused of being in violation of this Section in a manner and location that will insure that it is no threat to persons or other animals pending the outcome of the hearing. If such impoundment, muzzling or

otherwise safe confinement is not possible or if prior court orders to restrain such animal have gone unheeded, the Municipal Judge may order the animal immediately destroyed.

D. *Vicious Canines To Be Muzzled.* It shall be the duty of every owner, keeper or harborer of any canine in the City, which canine is vicious or has been known to bite, chase or run after any person or animal in the streets, alleys or any public place in the City, to keep the same muzzled with a good and sufficient wire or leather muzzle securely fastened so as to wholly prevent such canine from biting any animal or person until such time as a determination has been made by the court as to whether the canine is vicious or not. Any person owning, keeping or harboring any canine within the City limits contrary to this Section shall be guilty of a violation of this Code.

E. *Immediate Destruction.* Nothing in this Chapter shall be construed to prevent the Animal Control Officer or any Law Enforcement Officer from taking whatever action is reasonably necessary to protect himself/herself or members of the public from injury or danger, including immediate destruction of any vicious animal without notice to the owner.

F. *Release Of.* If a complaint has been filed in the Municipal Court against the owner of an impounded animal for a charge under this Section, the animal shall not be released except on the order of the Municipal Judge who may also direct the owner to pay all impounding fees in addition to any penalties for violation of this Chapter. The Municipal Judge may, upon making a finding that an animal is vicious or that it represents a clear and present danger to the citizens or to other animals in the community, order the animal to be destroyed in a humane manner by the animal shelter. Surrender of an animal by the owner thereof to the Animal Control Officer does not relieve or render the owner immune from the decision of the court nor to the fees and fines which may result from a violation of this Section.

G. *Confinement, Destruction, Removal By Judge.* The Municipal Court Judge or Judge Pro Tem shall have the authority to order any animal deemed to be dangerous or vicious to be confined, destroyed or permanently removed from the corporate City limits.

210.160 Cruelty to Animals Prohibited.

A. It shall be unlawful for any person:
    a. to willfully or maliciously kill, maim, disfigure or torture, strike, hit or beat with a stick, board, chain, club or other object; mutilate, burn, or scald with any substance; or drive over any domestic animal, or cruelly set an animal upon another animal, except that reasonable force may be employed to drive off vicious or trespassing animals; or
    b. by any means to make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with harmful or poisonous substances; or
    c. to fail, refuse or neglect to provide any animal in his or her charge or custody as owner or otherwise with proper food, drink, shade, care, or shelter. Any animal kept outside shall be provided with structurally sound weatherproof enclosure, large enough to accommodate the animal; or
    d. to drive or work any animal cruelly; or

e. to abandon any animal within the City limits; or
f. to cause, instigate, stage, or train any animal to fight or permit any fight between any animal and another animal or human; or
g. except a licensed veterinarian, to crop animal ears or dock animal tails; or
h. to give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter a place of amusement; or offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade; or
i. to leave any animal confined in a vehicle for more than five (5) minutes in extreme weather conditions, defined as less than thirty (30) degrees Fahrenheit or more than eighty (80) degrees Fahrenheit.

B. Any person who, as the operator of a motor vehicle, strikes a domestic animal shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal's owner; in the event the owner cannot be ascertained and located, such operator shall at once report the accident to the appropriate law enforcement agency.

C. *Exceptions:* Nothing in Subsection A of this Section shall:
   a. Be deemed to prohibit any action by a licensed veterinarian done in accordance with accepted standards of veterinary medicine, or any action taken by a law enforcement officer pursuant to the interests of public health and safety.
   b. Be deemed to prohibit any act done in self-defense or done to defend another person.
   c. Be deemed to prohibit the use of poisonous substances for the control of vermin of significance to the public health.

210.170 Trapping Prohibited.

A. No person shall do any trapping anywhere in the City.

B. *Exceptions:*
   a. This Section does not apply to the use of any trap specifically designed to kill rats, mice, gophers, moles, or vermin of significance to the public health.
   b. This Section does not apply to the use of cage-type live traps employed for the control of wild animals.
   c. This Section does not apply to actions taken by a law enforcement officer pursuant to the interests of public health and safety.
   d. This Section does not apply to actions taken by a professional rodent or wildlife control company.

210.180 Sale or Display of Certain Animals Prohibited.

A. It shall be unlawful for any person to do any of the following actions to any newly hatched fowl or any newly born rabbit under the age of three (3) months:
   a. use as a toy;
   b. use for display;
   c. use for decorative purposes;
   d. sell;
   e. offer for sale;
   f. expose for sale;
   g. subject to any form of mistreatment or careless handling; or

h. dye;

B. *Exception:* The provisions of this Section relating to the sale of certain animals shall not apply to a regular licensed pet dealer who is licensed by the Kansas Department of Agriculture or any Federal licensing or regulating authority.

210.190 Penalties.

Any person violating any provisions of this Chapter shall, upon conviction thereof, be punished by a fine of not more than five hundred dollars ($500.00) or be imprisoned not to exceed thirty (30) days, or be both so fined and imprisoned. Each consecutive day's violation shall constitute a separate punishable offense.

ARTICLE III: NORTHEAST ANIMAL CONTROL COMMISSION

210.200 Findings.

The Governing Body deems it advisable and necessary that this City adequately control the problems of dead and uncontrolled domestic and wild animals on the streets or roaming at large within the City. It further finds it necessary to join together with other Cities to continue a cooperative animal control program with certain other Johnson County Cities to effect for the benefit of the citizens of the Cities a better animal control service at the lowest possible cost to the Cities.

210.210 Purpose and Objectives.

A. It is hereby declared that the cost and operation of animal control can best be effected in the several member cities by cooperative management and financing of personnel and equipment needed to enforce and provide services necessary to pick up, care for and dispose of, where necessary, domestic, unwanted or at-large animals or dead or dangerous animals within the member cities.

B. It is hereby declared the purpose of the cooperative program to study and provide new or better methods of animal control and to develop and maintain communications with the governing bodies and residents of the member cities to eliminate problems of animal control.

210.220 Agreement Incorporated.

A. The City joins with at least two (2) other adopting cities to continue the Johnson County Animal Control Commission, which name shall be changed to the Northeast Animal Control Commission.

B. There is hereby incorporated by reference, as though reproduced herein in its entirety, Ordinance No. 1228 providing for the establishment and operation of the Northeast Animal Control Commission.

Section 4. Any person violating any provisions of this Ordinance shall, upon conviction thereof, be punished by a fine of not more than five hundred dollars ($500.00) or be imprisoned not to exceed thirty (30) days, or be both so fined and imprisoned as set forth in Section 210.190. Each consecutive day's violation shall constitute a separate punishable offense.

PASSED AND APPROVED by the City Council this 18th day of May 2016.

APPROVED by the Mayor this this 18th day of May 2016.

(SEAL)

_____
Steve Schowengerdt, Mayor

ATTEST:

_____
Martha M. Sumrall, City Clerk

APPROVED AS TO FORM:
PAYNE & JONES, CHTD.

_____
David K. Martin, City Attorney
11000 King, Suite 200
P. O. Box 25625
Overland Park, KS 66225-5625
Tel: (913) 469-4100
Fax: (913) 469-8182

City of Mission	Item Number:	6c.
ACTION ITEM SUMMARY	Date:	5/4/2016
PUBLIC WORKS	From:	John Belger

Action items require a vote to recommend the item to full City Council for further action.

RE: Cartegraph Asset Inventory and Condition Update

RECOMMENDATION: Approve a contract with Cartegraph Systems Inc. to perform a Street Asset Inventory and Condition Update, including sidewalks for an amount not to exceed $43,400.

DETAILS: Several years ago, during the initial planning phases of the City's comprehensive Street Program, all streets were given a Pavement Condition Index (PCI) score. PCI measures the condition of the pavement surface and the smoothness of the road. A numerical rating is assigned to each section of road, with 0 being the worst and 100 being the best. Once all the street segments were scored, sections were assigned the treatment best suited for the conditions. This pavement rating system formed the basis of the Annual Street Program. The goal was to maintain all streets at a PCI of 70 or higher.

PCI is a useful tool when looking at street maintenance. It provides a current condition of the road network and shows how roads deteriorate over time. PCI scores be updated on a regular basis in order to track the performance of various maintenance types. This information helps in the budgeting and planning processes for street maintenance. We also use other tools, such as geotechnical analysis, to compliment PCI in assigning the correct treatment to each street in the program.

Cartegraph currently hosts our operation management system for Public Works. This contract would task Cartegraph with updating the PCI scores on all street sections in Mission. This would also inventory and assign a condition to all of the curb and gutter adjacent to the streets.

Following discussion at the Committee meeting, staff requested pricing from Cartegraph to include a sidewalk inventory and condition rating. This would be an additional $7,500, bringing the total contract amount to $43,400. Staff recommends the sidewalk inventory be added to the contract.

CFAA CONSIDERATIONS/IMPACTS: No impacts

Related Statute/City Ordinance:	Ordinance 1332
Line Item Code/Description:	03-90-801-11 Special Highway Fund (50%); 25-90-809-05 Capital Improvement Fund (50%)
Available Budget:	Special Highway Fund $ 175,000 Capital Improvement Fund $ 175,000 Combined Available Total: $ 350,000

This Agreement is by and between **Cartegraph Systems, Inc.**, an Iowa corporation having its principal place of business at **3600 Digital Drive, Dubuque, Iowa, 52003** ("Cartegraph"), and **City of Mission** ("Customer") with an address of **6090 Woodson, Mission, KS 66202** dated **March 23, 2016.**

This Agreement is intended to serve as the primary controlling agreement between the parties. This Agreement includes the following terms and conditions, as well as all Exhibits and Addendums to this Agreement, Purchase Agreements, and all other future agreements referencing this Agreement which Cartegraph and Customer may execute from time to time for the purchase of Software, Support, Services and Hosting. Collectively these are referred to as "Products". The terms and conditions herein provided shall be controlling as between Cartegraph and Customer unless specifically superseded by an Exhibit to this Agreement, a contemporaneously or subsequently executed Purchase Agreement, or any other contemporaneously or subsequently executed agreement specifically referencing this Agreement.

BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES IN ADDITION TO ANY EXHIBITS AND PURCHASE AGREEMENTS AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date _____

City of Mission

By _____
(Signature)

_____
(Type or print name)

Title _____

Date _____

The following are the terms and conditions under which Cartegraph licenses its Software and provides Support, Services and Hosting as listed in the Exhibits and Purchase Agreements referencing this Agreement.

1. Grant of License to Software.

A. Cartegraph is licensed by third parties ("Third Party Licensors") to sublicense certain third party software products to Customer and to offer services to Customer for these third party software products under this Agreement.

B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Cartegraph (collectively "Software"), is furnished to Customer under a personal, non-exclusive, nontransferable limited license solely for Customer's own internal use on Host Computer System (as defined below) and with Customer's Clients.

1. Host Computer Systems, if applicable, are Servers owned or controlled by Cartegraph that Customer may access under this Agreement (the provision of this service is herein referred to as "Hosted" or "Hosting").

2. Servers are personal computers, minicomputers, mainframes, workstations, and terminal devices that interact with Client Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.

3. Server Software is a copy of Software residing on a server, multiple servers, or a Host Computer System.

4. Clients are personal computers, minicomputers, mainframes, workstations, mobile devices, and terminal devices that interact with Server Software and have been approved by Cartegraph or Third Party Licensors for operation of Software.

5. Client Software is a copy of Software residing on a Client that interacts with Server Software.

6. Data Files are those files which contain data that is input by the Customer during the use of the Software.

C. Customer agrees that the number of users licensed will be listed in the Purchase Agreement and only that number of users may use the Software at any given time.

1. If Customer has purchased a Per-User License, as indicated in the Purchase Agreement, only a finite number of licenses have been purchased by Customer and only that finite number of users may access and use the Software at any given time. The specific number of licenses purchased shall be identified in the Purchase Agreement.

2. If Customer has purchased an Unlimited License, as indicated in the Purchase Agreement, all employees of Customer are considered to be licensed to access and use the Software at any given time. Such Unlimited License applies only to employees of Customer and does not allow the access or use of the Software by any independent contractors, affiliated entities or organizations, or any other individual, party, or entity that is not an employee of Customer.

D. Customer agrees the Software license for the Software is limited as follows:

1. Browser Based User – Each browser based user is defined by unique ID and password.

2. For Server Software – one copy of Server Software for each Server or, if Hosted, no copies of Server Software for a Server that is not a Host Computer System.

E. Customer agrees that this license does not permit Customer to: (1) use the Software for a service bureau application or (2) sublicense the Software.

F. Except as set forth in this Agreement or as may be permitted in writing by Third Party Licensors, Customer shall not use, provide or otherwise make available the Software or any part or copies thereof to any third party.

G. Customer shall not, and shall not permit others to:

1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;

2. Modify, translate, adapt, alter, or create derivative works from the Software;

3. Copy, (other than one back-up copy), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or

4. Distribute, sublicense, rent, lease, loan (or grant any third party access to or use of) the Software to any third party.

H. Customer may make copies of the Client Software for archival purposes. The Server Software may not be copied, in whole or in part.

2. Title to Software and Data Files.

A. Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Cartegraph or Third Party Licensors, as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and Customer agrees to be bound by and observe the proprietary nature thereof as provided herein.

B. Customer acknowledges that unauthorized reproduction, use, or disclosure of the Software or any part thereof may cause irreparable injury to Cartegraph or Third Party Licensors, who may therefore be entitled to injunctive relief to enforce these license restrictions, in addition to any other remedies available at law, in equity, or under this Agreement.

C. Customer agrees that Cartegraph or Third Party Licensors may audit Customer's Software usage remotely or on-site during Support, Services or Hosting or upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement.

D. Cartegraph agrees that ownership of data in Data Files remains with Customer. However, Customer agrees that Cartegraph may access Data Files and grants Cartegraph a license to use the data for 1) internal business purposes to evaluate the use and operation of the Software, Support, Services or Hosting; and 2) marketing purposes provided that any information shared with third parties is anonymized and/or aggregated so that Customer cannot be identified from the information.

3. License Fees, Support Charges, Services and Hosting Charges.

A. Customer agrees to pay the license fees for the Software, Support charges, Services charges and Hosting charges as set forth in the Purchase Agreement for each Product.

B. Cartegraph agrees that the total amount listed in the Purchase Agreement shall be considered the not-to-exceed price for the Software, Support, Services and Hosting included in that Purchase Agreement. Hosting includes 10G of available file storage. If additional storage is required, the Customer can purchase in 10G increments

C. Customer agrees that all payments are due 30 days from date of invoice and Customer shall be in default if amounts due have not been received in that time period. Customer's default will constitute sufficient cause for Cartegraph to suspend or terminate the Software license, Support, Services and Hosting under this Agreement.

D. Customer shall be invoiced for Software, Support, Hosting and hardware upon delivery. Customer shall be invoiced for Services as set forth in the Purchase Agreement.

E. Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Support, Services or Hosting. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement and include the number of trips to customer site. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

4. Delivery and Installation.

A. **On-Site Installation**

1. This subsection "A" regarding On-Site Installation shall apply if Customer elects, as indicated in the Purchase Agreement, to have Software and Products installed on Customer's Servers and Client computers at Customer's facilities ("On-Site") instead of utilizing Cartegraph Hosting Services.

   a. Execution of a Purchase Agreement by Customer shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Products identified in the Purchase Agreement.

   b. Delivery of Software and Support shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Software to Customer in a downloadable form. Notification by Cartegraph that Software is available for download shall constitute delivery of Software and Support, regardless of when Customer downloads the Software.

   c. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.

   d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.

   e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

B. **Hosting**

1. This subsection "B" regarding Hosting shall apply if Customer elects, as indicated in the Purchase Agreement, to utilize the Hosting services offered by Cartegraph instead of having the Software installed On-Site, as described in the previous subsection.

a. Execution of a Purchase Agreement shall be considered as Customer's notification to Cartegraph to proceed with delivery of the Software and Services as indicated in the Purchase Agreement.

b. Delivery of Software, Support, and Hosting shall take place reasonably quickly after execution of the Purchase Agreement. Cartegraph shall provide access to the Server Software to Customer on a Host Computer System. Notification by Cartegraph that Server Software is available for access shall constitute delivery of Server Software, Support and Hosting, regardless of when Customer first accesses the Server Software.

c. Cartegraph shall be responsible for installation of the Server Software on Cartegraph's Host Computer System. Customer shall be responsible for installation of the Client Software on Customer's Clients, unless agreed otherwise.

d. After execution of the Purchase Agreement, delivery of Services will be scheduled in cooperation with Customer. Customer shall remain responsible for Service charges even if Services are not delivered.

e. Any hardware included in the Purchase Agreement shall be ordered after execution of the Purchase Agreement. Delivery of hardware will be scheduled in cooperation with Customer.

2. **Hosting Services**

a. Cartegraph will install, and operate Server Software on one or more Host Computer Systems.

b. Cartegraph will provide all equipment, software and services necessary for the operation, maintenance and support of one or more Host Computer Systems and the Server Software. Cartegraph may contract with third parties for all or part of such equipment, software and services ("Third Party Hosts"). Cartegraph reserves the right to change the configuration of the Host Computer System and the Server Software and to change or delete such equipment or software at any time, but Cartegraph shall make the Software compatible with such change or deletion without additional charge to Customer.

c. Customer shall have access to and be permitted to use the Server Software via Clients.

d. Customer shall provide a computing and networking environment that meets the minimum requirements set forth in Cartegraph's published specifications.

e. Customer shall be responsible for all bandwidth between Host Computer System and Clients and in such amounts as to provide reasonable responsiveness of the system.

f. Cartegraph shall perform a full back-up of data files on a daily basis. The daily full back-up will be retained for (14) fourteen days and then deleted unless customer contracts for additional days. Cartegraph's hosting services uses RAID 10 which both mirrors the data and stripes across multiple drives creating redundancy. Cartegraph hosting services have dual redundancy with offsite back-up storage and a back-up data centers

g. The Host Computer System shall be used by Customer only for purposes relating to Customer's own use of the Software. Customer shall have no right to assign any of its rights under this section.

h. Customer agrees that it shall be bound by the terms and conditions of any agreement between Cartegraph and any Third Party Hosts that relate to the use and operation of Host Computer Systems. Cartegraph will apprise Customer of the terms and conditions of such agreements from time to time.

i. Cartegraph will take reasonable precautions to guard against unauthorized access to Data Files. However, Cartegraph assumes no responsibility that the Software will be used properly.

j. Customer shall have the right to receive Data Files within sixty (60) days of termination of any Hosting on the condition that customer has paid all outstanding invoices owed to Cartegraph.

3. **Availability of Host Computer System.**

a. If Cartegraph contracts with a Third Party Host to provide Hosting, the service level provided by the Third Party Host shall be the service level provided by Cartegraph to Customer, except as required for Cartegraph to provide Support under this Agreement.

b. In general, Server Software will be available for use and access by Customer 24 hours a day, 7 days a week, except for scheduled maintenance to take place at commercially reasonable times. Furthermore, if access to the Server Software becomes a problem, then Cartegraph shall provide Support in view of the severity of the problem.

c. Server Software will be available for use and access by Customer during back-up activities performed by Cartegraph.

5. Support.

A. Scope of Support. Support includes the response to and resolution of Customer-encountered problems with the Software as reported to Cartegraph by Customer.

1. Resolution of Customer-encountered problems shall, at Cartegraph's option, consist of (1) maintenance provided through telephone, email or remote access; (2) correction of the problem in the Software program; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release.

2. Cartegraph will only support licensed Software located on Servers or Clients. Cartegraph will use commercially reasonable efforts to respond to Customer problems according to the priority level of the problem.

3. Support may also include upgrades to Software.

B. Support Limitations. Any Support is dependent upon the use by Customer of unmodified Software (except as authorized by Cartegraph) operated in accordance with Cartegraph's documentation. Support specifically excludes the following: (1) Support to a version of Software other than the current or immediate prior release; (2) efforts to restore a release of the Software beyond the current or immediate prior release; (3) efforts to restore a Customer Data File beyond the most recent back-up; and (4) efforts to convert a Customer Data File to another format.

As part of Support, Cartegraph is under no obligation to modify the Software so that the modified Software would depart from Cartegraph's published specifications for the Software.

6. Professional Services.

A. The professional consulting services and deliverables to be performed or delivered by Cartegraph under this Agreement may include, but are not limited to: consulting, network engineering, systems integration, hardware installation, special studies, pre-installation support, installation of Client Software, installation support, training, custom Software modification, tools/utilities components, programming and documentation, data conversion, application design and development, systems analysis and design, conversions, implementing planning and implementation of the Software (collectively referred to as the "Services").

B. Services shall only be provided as the result of a Purchase Agreement and any attached statements of work.

C. Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

7. Customer's Responsibilities.

A. Customer is responsible for maintenance and installation of any Clients, common carrier equipment or communication equipment related to the operation of the Software and not furnished by Cartegraph. Before Customer introduces equipment not within Cartegraph's published specification, Cartegraph must approve the additional equipment.

B. Customer is responsible for charges incurred for communication facilities at Customer's facilities, whether incurred by Customer or by Cartegraph Support representatives while performing Support on the Software.

C. Customer is responsible for performing Software back-ups in accordance with published documentation.

D. Customer shall notify Cartegraph of any problem and shall allow Cartegraph reasonable access to the Software for performing Support, Services or Hosting.

E. Customer shall furnish Cartegraph, at Customer's expense, all technical data and information as may be necessary to furnish Support, Services or Hosting.

F. Customer shall grant Cartegraph access to Servers and Clients as may be necessary for the adequate delivery of the Support, Services or Hosting.

8. Software Modification. Cartegraph and Third Party Licensors will not be responsible to Customer for loss of use of the Software or data or for any other liabilities arising from alterations, additions, adjustments or repairs which are made to the Software by Customer or third parties. Cartegraph reserves the right to terminate the Software license, Support, Services or Hosting under this Agreement upon written notice to Customer if any such alteration, addition, adjustment or repair adversely affects Cartegraph's ability to render Support, Services or Hosting.

9. Term.

A. Unless terminated by Cartegraph in accordance with this Agreement, the term of the Software license, Support and Hosting shall begin upon the execution of a Purchase Agreement and shall continue for the period of time identified in that Purchase Agreement.

B. Support for any subsequently added components or upgrades shall be either coterminous with the term of Support applicable to the Software initially covered or as otherwise agreed and stated in the Purchase Agreement.

C. If Customer elects to purchase Services, then Services shall terminate as agreed in the appropriate Purchase Agreement.

D. Unless otherwise stated in the most recently executed Purchase Agreement, this Agreement and the Purchase Agreement shall automatically renew at the then current rates for a one (1) year term beginning on the first day following the date identified in the Purchase Agreement as the end of the term of this Agreement. Such automatic renewal shall continue after the end of each successive year until a new Purchase Agreement is executed or until Customer or Cartegraph terminate this Agreement as provided for herein.

E. If this Agreement and the most recently executed Purchase Agreement are automatically renewed under the terms of the previous paragraph "D", there shall be an automatic increase of up to five percent (5%) annually to all prices that were in effect during the immediately previous term.

F. If Customer wishes not to renew this Agreement, Customer must provide written notice of Customer's intent not to renew this Agreement at least ninety (90) days prior to the end of the term then in effect.

G. Notwithstanding anything to the contrary in this Section, Support, Services and Hosting shall terminate immediately upon termination of this Agreement.

10. Termination.

A. Notwithstanding the foregoing, Cartegraph shall have the right to terminate this Agreement if Customer fails to pay any and all required license fees, Support charges, Services charges, Hosting charges or otherwise fails to comply with this Agreement or the terms and conditions of any applicable Third Party Licensor agreement.

B. Upon expiration of the license term or upon notice of such termination, Customer shall immediately return or destroy the Software and all portions and copies thereof as directed by Cartegraph or Third Party Licensors and, if requested by Cartegraph or Third Party Licensors, shall certify in writing as to the destruction or return of the same.

C. Any termination of this Agreement shall automatically terminate Support, Services and Hosting provided under any Purchase Agreement or Statements of Work, unless otherwise agreed. All confidentiality and non-disclosure obligations shall survive any such termination.

D. Customer shall have the right to terminate this Agreement, according to the terms provided herein, by returning or destroying the Software and all portions and copies thereof and certifying in writing as to the destruction or return of the same.

E. If Customer wishes to terminate this Agreement prior to the end of the term of this Agreement as identified above or in the appropriate Purchase Agreement, Customer must provide Cartegraph with written notice of such intent to terminate at least ninety (90) days prior to such termination. Any such termination by Customer shall subject Customer to the cancellation fee identified below.

F. If Customer terminates before the date set in the Purchase Agreement, Customer shall pay a cancellation fee equal to 80% of the remainder of licensing fees, Support charges and Hosting charges due under this Agreement. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.

G. Provided however, if Customer is a governmental entity and Software, Support, Services or Hosting are not funded for future fiscal years under the appropriate legal budgeting process for such governmental entity, Customer may terminate for future fiscal years with the cancellation fee identified in the previous paragraph reduced from 80% to 20%. There shall be no cancellation fee for Services not yet performed. However, no matter the reason, Customer's termination shall not relieve it of the obligation to pay any amounts already due under this Agreement.

H. Cartegraph shall have the right to terminate Hosting, if Hosting services are being provided, by giving at least ninety (90) days written notice that Cartegraph cannot meet its obligations of availability of the Host Computer System.

I. In addition to the right of termination provided to Cartegraph under other sections of this Agreement, Cartegraph shall have the right to terminate the Software license, Support, Services and/or Hosting upon the occurrence of any of the following events:

1. Customer's oldest invoice is ninety (90) days past due. Support hold will be initiated when customer's oldest invoice is thirty (30) days past due or,

2. Subject to applicable law, the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets of Customer, or

3. There is an assignment of this Agreement without the prior written consent of Cartegraph.

J. Termination shall not be Cartegraph's exclusive remedy and termination shall not adversely affect any claim for damages against Customer.

11. Limited Warranty.

A. Cartegraph warrants that it has the right to sublicense the Software being licensed hereunder pursuant to the terms provided herein.

B. Cartegraph warrants that the Software will conform to Cartegraph's published specifications until Support ends.

C. Provided that the Software is used in a manner for which it was designed as set forth in the Software, Cartegraph's sole obligation and liability hereunder for the Software shall be to use reasonable efforts to remedy any substantial non-conformance which is reported to Cartegraph. In the alternative, Cartegraph may refund amounts paid by Customer pursuant to Purchase Agreements for such Software products.

D. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE LICENSED HEREUNDER.

E. SUPPORT, SERVICES AND HOSTING SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUPPORT, SERVICES AND HOSTING PROVIDED UNDER THIS AGREEMENT DO NOT ASSURE THE UNINTERRUPTED OPERATION OF THE SOFTWARE.

F. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO TERMINATE THE SOFTWARE LICENSE, SUPPORT OR SERVICES. THE REMEDY SET FORTH IN THIS SECTION IS CARTEGRAPH'S SOLE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, IN LIEU OF ALL OTHERS, FOR ANY BREACH BY CARTEGRAPH OF ITS SOFTWARE, SUPPORT, SERVICES AND HOSTING WARRANTIES HEREUNDER.

12. Limitation of Liability. TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW:

A. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSS OF DATA, HOWEVER ARISING, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;

B. EXCEPT FOR DAMAGES RESULTING FROM BODILY INJURY OR PATENT OR COPYRIGHT INFRINGEMENT, AS DISCUSSED BELOW, IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER UNDER THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER TO CARTEGRAPH DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY.

C. If Cartegraph will provide Support or Services at Customer's location, liability of Cartegraph arising out of bodily injury, shall not in any event exceed the limits of its insurance coverage.

13. Insurance. If Cartegraph will provide Support or Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of $1,000,000 per occurrence and a $2,000,000 aggregate limit, business auto liability insurance with a limit of $1,000,000 and workers compensation insurance with statutory coverage. Cartegraph agrees to hold harmless and defend Customer and its agents, officials and employees from bodily injury and property damage claims related to or caused by the sole negligence of Cartegraph employees or contractors.

14. U.S. Government Restricted Rights. The Software is commercial software and the Software is provided with restricted rights. Use, duplication or disclosure by the Government is subject to restrictions as set forth in paragraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 of subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

15. Employees and Conflicts of Interest. This Agreement shall not prevent Cartegraph from performing similar services or restrict Cartegraph's use of the employees or contractors provided under this Agreement.

16. Proprietary Rights and Confidential Information of Cartegraph.

A. Certain information and materials supplied by Cartegraph with the Products, such as, without limitation, deliverables, manuals, diagrams, drawings, plans, flowcharts, software, technical processes and formulae, source codes, product designs, sales, costs and other unpublished financial information, product and business plans, usage rates, relationships, projects and data, are Cartegraph's or Third Party Licensors' confidential or proprietary trade secrets (the "Confidential Information") and Cartegraph furnishes them solely to assist Customer in the installation, operation and use of Software. Customer must not reproduce, copy or disclose such Confidential Information except as is reasonable and necessary to properly use Software. Nothing herein shall restrict Customer from complying with its obligations under any law requiring disclosure, but Customer shall give Cartegraph five days prior notice before any release of Confidential Information.

B. Customer acknowledges and agrees that Cartegraph or Third Party Licensors shall suffer irreparable injury not compensable by money damages and therefore shall not have an adequate remedy at law in the event of an unauthorized use of proprietary rights or an unauthorized use or disclosure of any Confidential Information in breach of the provisions of this Agreement. Accordingly, Cartegraph or Third Party Licensors shall be entitled to injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that Cartegraph or Third Party Licensors may have at law or in equity.

17. Proprietary Information of Customer.

A. In order to provide Products under this Agreement, Customer may, from time to time, disclose to Cartegraph certain information respecting Customer's technical, financial, statistical and personnel data, (hereinafter "Information"). Any

such Information which is submitted in writing to Cartegraph by the Customer and which is clearly and conspicuously marked as confidential shall be protected by Cartegraph against unauthorized disclosure by using the same degree of care and discretion that Cartegraph uses with similar Information which Cartegraph does not want disclosed to third parties. However, Cartegraph shall not be required to protect Information which (a) is or becomes publicly available, (b) is already in Cartegraph's or its related companies' possession, (c) is independently developed by Cartegraph outside the scope of this Agreement, or (d) is rightfully obtained from third parties. Cartegraph's obligations under this Section shall cease immediately upon return to Customer or destruction by Cartegraph of such Information.

B. Cartegraph shall not be required to protect any ideas, concepts, know-how, or techniques relating to data, electronic document processing and image processing developed or resulting from the Information or the Services provided under this Agreement.

18. Infringement Indemnification.

A. Cartegraph or Third Party Licensors will defend any action, suit or proceeding brought against Customer if based on a claim that Products infringe any United States patent or copyright of any third party ("Intellectual Property") provided that Customer promptly notifies Cartegraph or Third Party Licensors immediately and gives Cartegraph or Third Party Licensors full authority, information and assistance for the action's defense. Cartegraph or Third Party Licensors will pay all damages and costs awarded therein against Customer, but shall not be responsible for any compromise made without its consent. Cartegraph or Third Party Licensors may, at any time it is concerned over the possibility of such an infringement, at its option and expense, replace or modify Products so that infringement will not exist. In the alternative, Cartegraph may remove a component of Products involved and refund to Customer the price as depreciated by an equal annual amount over five (5) years.

B. Cartegraph and Third Party Licensors shall have no liability to Customer if any Intellectual Property infringement or claim thereof is based upon the use of Products in connection or in combination with equipment, devices, or software not supplied by Cartegraph or used in a manner not expressly authorized by this Agreement or in a manner for which Products were not designed, or if the claim of infringement would have been avoided but for Customer's use of software other than the latest, unmodified release of Software made available to Customer by Cartegraph.

C. Customer shall indemnify and hold Cartegraph and Third Party Licensors harmless from any loss, cost or expense suffered or incurred in connection with any claim, suit or proceeding brought against Cartegraph or Third Party Licensors so far as it is based on a claim that the use, sale or licensing of any Products delivered hereunder and modified or altered or combined with any products, device, or software not supplied by Cartegraph hereunder constitutes an infringement because of such modification, alteration or combination.

19. Miscellaneous.

A. Taxes. Customer shall pay all taxes, levies and similar governmental charges, however designated, and all liabilities with respect thereto which may be imposed by any jurisdiction, including, without limitation, customs, privilege, excise, sales, use, value-added and property taxes levied or based on gross revenue or operation of this Agreement, except those taxes based upon Cartegraph's net income.

B. Relationship of the Parties: Cartegraph and Customer are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. Cartegraph is an independent contractor, customarily engaged in the performance of similar services for other parties.

C. Attorney's Fees/Legal Proceedings: In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.

D. Export. Customer agrees that the Software, Support, Services and Hosting purchased hereunder will not be exported directly or indirectly, separately or as part of any system, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required.

E. Assignment. Customer may not assign, voluntarily or by operation of law, any of its rights or obligations in this Agreement except with Cartegraph's prior written consent. This Agreement will be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

F. Waiver. The parties' rights and remedies are separate and cumulative. Neither parties' waiver nor failure to exercise in any respect any right or remedy provided in this Agreement is a waiver of any future right or remedy hereunder.

G. Force Majeure. If any cause beyond Cartegraph's reasonable control prevents Cartegraph from performing under this Agreement by a given date or time, Cartegraph's performance will be automatically postponed.

H. Choice of Law. Cartegraph agrees that jurisdiction and venue are proper in the state where the Customer has its principal place of business and that the law of the state where the Customer has its principal place of business shall govern any litigation that results from this Agreement.

I. Severability. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provision.

J. Notice. Notices hereunder must be sent to the addresses on the face of this Agreement, or to such other addresses as specified by a notice complying with this provision. Notice is effective on the earlier of actual receipt or five days after deposit in the mail. Notices in the form of a fax or email are acceptable. Notices must be sent to the attention of the person signing on behalf of the party.

K. Entire Agreement. This Agreement constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral between Cartegraph and Customer. This Agreement is not an acceptance of any conflicting terms and conditions and will prevail over any conflicting Customer's terms and conditions. Notwithstanding the foregoing, Customer agrees and acknowledges that the license(s) granted hereunder to Customer may be subject to additional terms and conditions of certain Third Party Licensors, which terms and conditions may be subject to change from time to time without notice at the sole discretion of such Third Party Licensors. A current copy of all such Third Party Licensor terms and conditions can be found at http://www.cartegraph.com/privacy-policy/#third-party-licenses.

L. Amendment. Only a writing executed by authorized representatives of the parties and referenced as an amendment to this Agreement may modify, supplement, or change this Agreement.

M. Customer gives Cartegraph permission to use customer's organization name and/or logo for promotional purposes, including, but not limited to industry announcements, public press releases, and customer stories.

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between City of Mission (hereinafter referred to as **"Customer"** or **"Licensee"** and **Cartegraph Systems, Inc.** (hereinafter referred to as **"Cartegraph"**). This Purchase Agreement is intended to supplement, clarify, and amend the Master Agreement previously executed between **Cartegraph** and **Customer**. In the case that any terms or conditions provided in the Master agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Master Agreement, #MA203 dated March 23, 2016 shall control.

Customer Bill To:	**Customer Ship To:**
John Belger City of Mission 4775 Lamar Avenue Mission, KS 66202 913-676-8381	Same

Investment Summary

Cartegraph's proposed fees for this project are included in the summary below.

Date: March 23, 2016 **Purchase Agreement Expiration Date:** June 30, 2016 **Purchase Agreement No.:** #PA316

	Purchase Type	**Qty.**	**Unit Price**	**Total Price**
YEAR 1				
SOFTWARE PRODUCTS				
360 Imagery	Subscription	1	$2,000.00	$2,000.00
DATA SERVICES				
Data Services	Fixed Fee Service	1	$33,900.00	$33,900.00
TOTAL COST				**$35,900.00**

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer, Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling: Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Software Invoicing:** Invoicing for the Software Products will be due upon execution of the Purchase Agreement. The initial term of Subscription will commence upon execution of this Purchase Agreement and will continue for 365 days. At the end of the term the 360 Imagery Software will renew at current prices in effect on the anniversary date:
    a. $2,000.00 due upon execution of the Purchase Agreement.
4. **Data Services Invoicing:** Invoicing for the Data Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
    a. **Installment 1 due upon commencement of pavement and/or street level mapping services–** 100% of General Data Collection Services and 50% of pavement and/or street level mapping services, $19,150.00.
    b. **Installment 2 due upon field completion of pavement and/or street level mapping services –** 40% of pavement / street level mapping services, $8,120.00.
    c. **Installment 3 due upon completion of all GIS Asset Inventory / Inspection Services –** 100% of GIS Asset Inventory / Inspection Services, $4,600.00.
    d. **Installment 4 due upon final delivery of data –** 10% pavement and/or street level mapping services, $2,030.00.
5. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
6. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date _____

City of Mission

By _____
(Signature)

_____
(Type or print name)

Title _____

Date _____

Cartegraph Systems, Inc.
Addendum A - Software Products

Cartegraph hereby pledges to issue software licenses in the agreed upon quantities specified in your Investment Summary. The “Software,” as defined in Master Agreement #MA203, consists of developed and supported technology products available from Cartegraph.

In addition to full access to Cartegraph licensed software, your organization will receive:

1. Support

a. ***Campus – www.cartegraph.com/campus***
Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph applications. Instantly access user tips, step-by-step guides, videos, and more.

b. ***Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050***
When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.

c. ***Secure, Live Remote Support***
If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. Training & Education

a. ***Convenient Online Resources***
All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

b. ***Regional User Groups***
Meet and network with similar Cartegraph users in your region. Our smaller, more personalized User Groups allow you to find out what other organizations are doing to get more from their Cartegraph Systems.

3. Software Releases & Upgrades

a. ***New Software Releases***
Be the first to know about all new Cartegraph releases, enhancements, and upgrades. Gain immediate access to the latest features and functionality, and increased system performance.

b. ***Hot Fixes***
If an issue is determined to be a software defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.	**City of Mission**
By _____	By _____
(Signature)	(Signature)
Randy L. Skemp	_____
(Type or print name)	(Type or print name)
Title Vice President of Sales	Title _____
Date _____	Date _____

Cartegraph Systems, Inc.

Addendum C - Data Services (Fee for Service)

The Fee for Service Data Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #MA203.

Cartegraph Data Collection Services – Scope of Work

Cartegraph Data Collection Services include the following:

Project Initiation, Planning, and Management

Project Orientation

The Cartegraph project manager will schedule a remote project orientation meeting with the customer project team. During this meeting the entire project team will review the proposed project work plan, including scope of work, budget, schedule, and deliverables. The meeting will include:

- Introduction of the project team and their respective responsibilities
- Review the scope of work
- Review the work plan and schedule including milestone dates for data review, delivery, and acceptance
- Information Exchange – (gathering history, background, levels of service measures, decision making framework, and review/discuss all available information and data)
- Identification of the Customer's best practices on pavement/asset management. This component will provide an understanding of project success for both the Customer and Cartegraph team.
- Follow up documentation summarizing discussions and decisions. This may include meeting minutes, final work plan deliverables, and mutually agreed upon adjustments to scope and delivery timelines.

Regular Progress Updates

These monthly or bi-weekly updates will summarize and provide a status of the project progress. The progress updates may include the following:

- Survey Schedule and percentage (%) complete of the project
- Details of validation surveys completed during recent week including upcoming field schedules
- Major issues faced on field operation, and accidents or incidents that occurred, health and safety issues and traffic management and remedial measures taken to resolve these issues
- Quality control and assurance practices
- Data validation / control / acceptance measures

Executive Summary Report

The executive summary report will include a brief overview of the project activities, statistical outputs and achievements, delivery results, and any future recommendations for distributing to wider audience such as senior management or the general public.

Development and Implementation

Roadway Network Inventory - Build/Define Roadway Database

The first step in a roadway management process is definition of the roadway network. A roadway network is comprised of an inventory of the different physical characteristics of the roadways being managed by the agency. This inventory may either be gathered by estimating the data or physically collecting the required information. The exact type of inventory information required by an agency depends on what data will be used by the agency to support its management decisions.

During the process of building the roadway network the inventory properties are broken into management sections, typically "block to block" and will contain (but not limited to) the items listed in the table below. The Responsible Party field identifies the party responsible (Cartegraph or Customer) for providing and populating the information.

Name	Roadway Network Item Description	Responsible Party
OBJECTID (GIS ID)	Cartegraph generated unique record number from customer provided GIS	Cartegraph
Cartegraph ID	Cartegraph generated unique Roadway ID for each roadway section record. Note: This ID will be used to link all associated roadway section related tables	Cartegraph
Street	Roadway section street name - Cartegraph generated from GIS roadway centerline provided	Cartegraph
Street Back	Cartegraph generated route back street name limit from GIS street centerline provided	Cartegraph
Street Ahead	Cartegraph generated route ahead street name limit from GIS street centerline provided	Cartegraph
Functional Classification	Roadway Traffic Functional Classification - customer desired input i.e. Arterial, Collector, Local.	Customer
Pavement Type	Pavement Surface Type - gathered from Cartegraph field data collection	Cartegraph
Section Length	Roadway Section Length will be gathered from Cartegraph field data collection and/or customer's GIS street centerline file.	Cartegraph
Pavement Width	Customer required input. Cartegraph may collect or populate this item at an additional cost.	Customer
Average Daily Traffic	Annual daily traffic - customer desired input – "if available"	Customer
Last Construction Date	Customer required input. *Note: Cartegraph can estimate the Last Construction Date based on the current condition at an additional cost.*	Customer
Owner Jurisdiction	Customer desired input "i.e. State, County, City, Private – if available"	Customer

Task Assumptions:

a) Customer must provide GIS street centerline identifying the roads network to be inventoried.

Pavement Width Survey

In order to determine overall pavement area, at minimum, length and width of a particular roadway section is required. Cartegraph can obtain length from the GIS street centerline or from equipment during field surveys. However, the width of each roadway section must be conducted under a separate survey. Under this task the

Cartegraph team will measure the average roadway width for every management section (to the nearest whole foot).

Task Assumptions:

a) Measurement conducted (in feet) from pavement edge to pavement edge

b) Average measurement for entire section (to the nearest foot)

GIS Link

Cartegraph will provide a 1-to-1 relationship (GIS link) between an Esri geodatabase or Shapefile and the agency's roadway management database.

Task Assumptions:

a) Customer provided GIS street centerline identifying roads to be inventoried

b) Polyline or Polygon feature class

Pavement Management Program (PMP) Pavement Condition Assessment

Pavement Surface Distress

Pavement inspection technicians will identify all required pavement distress data utilizing Cartegraph's pavement inspection guidelines, the US Department of Transportation's Federal Highway Administration (FHWA) distress rating manual FHWA-RD-03-031, as well as, the American Society for Testing and Materials; ASTM Standard D 6433 -11.

The evaluation of the pavement surface distress is always based on two components:

- **Severity** is defined as *'How bad is the defect?'* in terms of the measurement or degree of wear associated with the condition.
- **Extent** refers to quantity/percentage or *'How much?'* of the pavement sample area is affected by a particular distress.

The identification of pavement surface distresses to calculate the pavement condition may include:

Asphalt Concrete (AC) Rating System		
Distress Description	***Extent Criterion***	***Severity Criterion***
Patching (AC)	Area %	Condition
Corrugation & Shoving	Area %	Roughness
Weathering & Raveling	Area %	Appearance
Flushing & Bleeding	Area %	Appearance
Deformation & Distortions	Area %	Profile Deviation "
Progressive Edge Cracking	Length	Width '
Alligator Cracking	Area %	Crack Width "
Potholes (AC)	Count/Area	Width "/Depth"
Map (Block) Cracking	Area %	Crack Width "
Longitudinal Cracking	Crack length '	Crack Width "
Transverse Cracks	Crack length '	Crack Width "
Wheel Track Rutting	Area %	Rut Depth "

Portland Cement Concrete (PCC) Rating System		
Distress Description	***Extent Criterion***	***Severity Criterion***
Patching	% / Slab Count	Condition
Scaling	% / Slab Count	Surface Peeling
Polished Aggregate	% / Slab Count	Appearance
Blow up / Buckling	% / Slab Count	Profile Deviation "
Corner/Durability Cracking	% / Slab Count	Crack Width "
Coarse Aggregate Loss	% / Slab Count	Pocked Areas
Popouts	% / Slab Count	Width "/Depth"
Joint Sealant Loss	Joints / Sample	Exposed Sealant %
Linear Cracking	Crack / Sample	Crack Width "
Punchouts	% / Slab Count	Crack Width "
Joint/ Corner Spalling	Joints / Sample	Crack Progress "
Joint Faulting/Stepping	Joints / Sample	Displacement "

Field Verification – Roadway Network

Additional information that is collected and verified during the pavement condition survey includes, length of the section, roadway surface type, number of travel lanes, and one way or divided roadways). A short report highlighting the collected data elements from the field survey will be provided to the agency team for their review. Upon authorization and validation by the agency, any corrected and/or updated values will be inserted into the final roadway network database.

Pavement Roughness Profile Survey –

Pavement smoothness is a key factor in determining roadway user satisfaction. To adequately represent drivers' opinions of roadway conditions, Cartegraph uses a laser road profiling device to measure roughness or ride quality.

Cartegraph's laser roadway profiling device meets the Class 1 ASTM E 950-98 designation for measuring the longitudinal profile of traveled surfaces. The results of our Class 1 laser precision profilers produce what is called an International Roughness Index (IRI). Since its introduction in 1986, IRI has become the road roughness index most commonly used worldwide for evaluating and managing road systems and is required for data provided to the United States Department of Transportation's Federal Highway Administration (FHWA).

Pavement Management Program (PMP) Optimization & Deployment

PMP - Pavement Condition Data Load

All required pavement condition data will be loaded into the PMP by the Cartegraph team. Upon receiving the program data from Cartegraph, the customer must review all condition data supplied and issue a 'Data Acceptance Certificate' in less than 30 calendar days provided no discrepancy or issue is found with the supplied data.

PMP Overall Condition Index (OCI) Analysis

The condition of a road is based on the data collected by our automated collection vehicle and pavement inspection team. The Overall Condition Index (OCI) is derived from a combination of the Pavement Condition Distress Index (PCI/DI) (per ASTM D6433) and Ride Index (RI/ International Roughness Index per ASTM E950) collected field data. Under this task, the Cartegraph team will calculate the Overall Condition Index (OCI), Ride Index (RI) and Pavement Condition /Distress Index (PCI/DI) for each roadway section in the pavement database.

Street Level Mapping

High Resolution 360º Spherical Imagery

Mobile data collection units will gather high-resolution 360 degree geo-referenced right-of-way (ROW) digital images. This mobile mapping system gives the ability to inventory infrastructure assets (such as signs, drainage, and curb ramps) with a high level of accuracy. These images will be provided with viewing software to allow road right-of-ways to be viewed in the office environment ("virtual field trip"), thus reducing lengthy field trips required for site investigations.

Overall Scope Assumptions

- Includes one time mobilization to City of Mission, KS
- Up to 55 centerline miles of data capture at street level of publically accessible maintained roadways.
- High resolution 360 degree spherical imagery and point cloud data capture will be provided via cloud-based software. The proposal includes viewing software and hosting services for one (1) year.
- Capture interval 10 meter
- The current scope of work includes delivery of processed imagery and asset inventory and attributes listed below.

Asset Type	Shape	Attributes *
Curb & Gutter Inventory	Linear	Length, Type, Material, and Spatial Location
Curb & Gutter Inspection	Linear	Asset Location, Visual Inspection: Good, Fair, Poor ratings

** Additional attributes can be collected for any asset type above. Additional attribute collection may impact effort and service cost.*

Customer Responsibility

For the duration of the project, the customer will be responsible for the following:

- Appoint a project manager/coordinator to be responsible for all aspects of the project.
- Review scope of work
- Ensure all scheduled meetings are attended by invited staff.
- Approve Project Status Reports
- Authorize project work
- Accept agreed upon deliverables defined in the scope of work
- Consult and partner with the Cartegraph Project Manager on a continuing basis
- Provide leadership on all issues related to the customer, such as policy, organization, staff, technical architecture, data, and current systems.
- Monitor progress of the project, including the review of Cartegraph regular status reports and managing internal resources.

Exclusions

The following service items are not included in the scope of this project:

- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed herein.

Customer Responsibilities

Customer accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer resources and management of Customer project tasks is the responsibility of Customer. Customer will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Data Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Data Services will not be impeded.
3. Customer understands that the successful performance of Data Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer shall install and network its own hardware and communications and ensure these tasks will not affect the timing or delivery of Cartegraph services.
5. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

6. Customer agrees to work with Cartegraph to schedule Data Services in a timely manner. All undelivered Data Services shall expire 365 days from the execution of this Purchase Agreement. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer**.** In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.	**City of Mission**
By _____ (Signature)	By _____ (Signature)
Randy L. Skemp (Type or print name)	_____ (Type or print name)
Title Vice President of Sales	Title _____
Date _____	Date _____

City of Mission	Item Number:	6d.
ACTION ITEM SUMMARY	Date:	4/26/2016
Community Development	From:	Danielle Murray

Action items require a vote to recommend the item to full City Council for further action.

RE: 2016 Business Improvement Grant (BIG) Program Modifications

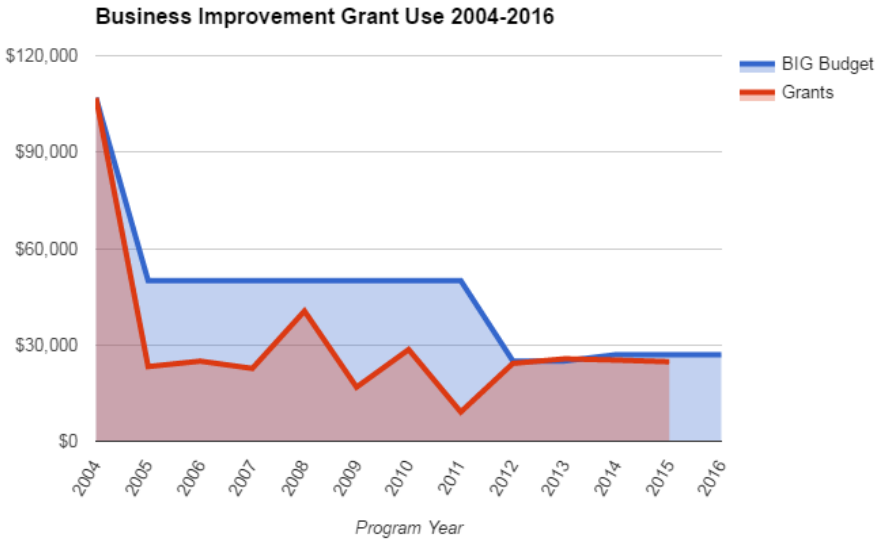
RECOMMENDATION: Approve the proposed modifications to the BIG program for fiscal year 2016.

DETAILS: The Business Improvement Grant program was established in 2004 to fund improvements for local businesses. Grants are structured as a reimbursement of 50% of a project's cost, up to $10,000. Initially the program focused only on exterior renovation but was expanded in 2009 to include energy efficiency upgrades.

Since its inception, the BIG Program has awarded over $370,000 benefitting more than 60 local businesses. The grants have leveraged over $1.1 million in total investment in the community. BIG funded projects have included replacing doors, storefront windows, and awnings, painting, brick repair, stucco repair, new patios, HVAC and lighting upgrades, walkway repairs, and new signs. Examples of properties that have benefited from the grant are shown in their before and after photos included in the packet

The BIG Program is included as a line item in the Community Development budget. In 2016, the program was funded in the amount of $27,000.

Each year before the program opens, staff reviews trends in grant usage and recommends any changes to promote optimum use of the program. In the past, these changes have been fairly minor, but this year staff is proposing broader changes to the grant process. The proposed changes are highlighted in red in the attached program description sheet.



Related Statute/City Ordinance:	N/A
Line Item Code/Description:	01-15-216-07
Available Budget:	$27,000

Proposed changes to the program in 2016 include:

- Implementation of a scoring system for project ranking and selection
- Review of applications by a committee
- Expansion of grant eligible projects to include improvements for ADA compliance
- Clarifying project completion requirements
- Adding project initiation deadlines
- Reduction in the City contribution to energy audits

CFAA CONSIDERATIONS/IMPACTS: Proposed eligible improvements often include site amenities for non-motorists such as sidewalks, shade, bike facilities, and seating. The program can also cover ADA accommodations.

Projects Funded With City of Mission Business Improvement Grant (BIG) Program

Before **After**

5420-26 Johnson Dr-2004

6114-16 Johnson Dr-2006

5959 Broadmoor St-2004

5636 Johnson Dr-2013

5820 Johnson Dr-2013

5731 Johnson Dr-2013

6120 Johnson Dr-2013

Business
Improvement
Grant

Applications Accepted June 1-30, 2016

The goal of the Mission Business Improvement Grant (BIG) Program is to support local businesses through funding for exterior building repairs or improvements and qualified energy efficiency improvements.

Since its start in 2004, the Mission BIG Program has awarded over $370,000 to benefit more than 60 local businesses. These grants have leveraged over $1.1 million in total investment in the community. The grant program allows applicants to be reimbursed up to one-half (50%) of approved costs, with the City's share not to exceed $10,000 per project annually ($2,000 per sign).

2016 Eligibility and Program Details

- Applications will be accepted no sooner than the opening date of the grant period.
- The grant is open to any properties in the City of Mission with Commercial, Industrial, Main Street, Mixed Use, or Business Park District zoning.
- Grant applications may be made by either a business or property owner. All grant monies will be issued as a reimbursement to the applicant.
- Property or business owners cannot claim exemption from city, state, or federal taxes and must be current on their property taxes.
- Business must have a valid Occupational License with the City of Mission at the time of application.
- Projects must meet all applicable Design Guideline, Form Based Code, Zoning, Sign and Building Code requirements.
- Only one grant is allowed per annual cycle per applicant.
- Businesses or property owners may only submit a new application any/all existing grant funded projects are completed.

- Reported project values shall include the total value of work, including materials and labor, for which the grant is being issued. Projects or project elements valued at over $5,000 will be required to submit three bids. The City will reimburse at the applicable rate of the lowest bid but the applicant is free to select whichever bid they prefer.
- Applications will be accepted and reviewed in two batches throughout the year. The first round of applications will be accepted June 1st-30th. Once the application deadline has passed, grant awards will be assigned based on project scores until all funds are committed. Grant scoring criteria are listed below. If any funds remain, a second round of grant applications will be accepted until August 31st and reviewed in a similar process.
- Applications will be reviewed and scored by a committee appointed by the Mayor and the City Administrator.
- Projects may not be started prior to grant approval. Project costs incurred prior to grant approval will not be reimbursed. Projects already underway are not eligible for consideration, with the exception of an energy audit. Up to twenty-five percent (25%) of the cost of the audit can be reimbursed with the project.
- Projects must be complete or substantially complete within three (3) months of approval. A deadline for completion will be included in the grant approval. Projects may only receive a one deadline extension. Projects not completed in the required timeframe may lose their grant awards
- Properties or business may only receive assistance with the cost of conducting an energy audit once.
- For projects that require building permits, a passing final building inspection is required prior to the disbursement of any grant funds.

Examples of Qualifying Exterior Improvements

- Building repairs (painting, tuck pointing, awning replacement, etc)
- Building improvements (additions, replacements)
- Sidewalk and streetscape improvements (pedestrian pavement, seating, etc)
- Signs ($2,000 Maximum)

Examples of Qualifying Energy Efficiency Improvements*

- Interior and Exterior Lighting Systems
- Building Mechanical Systems (Heating, Cooling, Ventilation)
- Hot Water Systems
- Building Envelope (Including doors, windows, insulation, roofing etc)
- Electric Vehicle Charging Station installation

* An energy audit conducted by a State or KCP&L certified auditor identifying the interior energy efficiency improvement and demonstrating an improvement over existing conditions is required. Up to 25% of the cost of the audit can be reimbursed with the project. Locations that participated in the City's Pilot Assessment Audit in the spring of 2009 are also eligible.

Application Process

- Contact Danielle Murray in the Community Development Department for a pre-application meeting to discuss the project and identify the necessary permits and approvals.
- Submit a grant application form, W-9, and "before" photos of project by the application deadline. Site plans, elevations, architectural renderings, and contractor bids may also be required prior to the start of the project depending, on the project scope.
- Receive grant approval, then complete work by the specified deadline.
- Upon completion of the project, submit all receipts, proof of payment and "after" photos" for review.
- If all program requirements have been met, the City will reimburse the applicant up to one-half (50%) of the approved costs, with the City's share not to exceed $10,000 per project annually or $2,000 per sign.

Staff Contact: Danielle Murray
dmurray@missionks.org
Fax:913-722-1415 Phone: 913.676.8363

Grant Scoring Criteria

Required Elements	
An application must satisfy all of the required elements in order to proceed on to review for optional elements	**Points**
Zoning district (commercial, industrial, main street, mixed use,or business park)	1
Current on payment of property taxes	1
Not exempt from city, state or federal taxes	1
Has a valid occupational license	1
Meets applicable Design Guideline, Form Based Code, Zoning, Sign, and Building Codes	1
Structure not in a regulatory floodplain	1
Total	**6**

Optional Elements	
Facade Improvement-Project makes improvement to the primary facade of the building excluding signs	3
Professional Design-Project includes work by a design professional/architect	2
Superior Energy Efficiency-Improvements result in the building or building system obtaining energy star compliance, or uses renewable energy sources such as solar or wind, or includes stormwater runoff infiltration/reuse, or greywater reuse	2
Removes a non-conforming feature, situation, sign, or other code violation	2
Includes site improvements for non-motorists such as sidewalks, crosswalks, shade, bike facilities, and other amenities	2
Mixed Use-Project for a property that includes a mixed of uses such as commercial, residential, office	2
Johnson Drive Corridor-Project improvement for a property located on and visible along Johnson Drive	1
First time applicant-First grant application for the subject property by either a business or property owner or minimum of 5 years between applications	1
Accessibility-Project includes improvements for the accessibility of the property for those with physical limitations and mobility needs in conformance with ADA	1