

CITY COUNCIL AGENDA
Monday, March 12, 2012

Workshop – 7:00 p.m.

WS-1 K-7 Corridor Utility Relocation Costs

Council Meeting – 7:30 p.m.

1. Flood Awareness Week Proclamation- March 12 through March 16

CONSENT AGENDA - If a Councilmember has a simple question about an item, it can be asked before the Mayor calls for the vote on the Consent Agenda. An item only needs to be removed from the Consent Agenda if it warrants discussion.

2. Citizen Concerns About Items Not on Today's Agenda. (Copies of any written material presented to the City Council also needs to be provided to the City Clerk or City Manager.)

3. Minutes of the February 27, 2012 City Council Meeting

4. Claims for City Operations for March 12, 2012

5. Public Housing Authority Claims for March 12, 2012

6. Drug & Alcohol Committee Recommendation for Program Funds

7. Appointment to Unified Government Human Relations Commission

8. Lease Maintenance Agreement for Pitney Bowes Postage Meter

9. KDOT KLINK Agreement K32-105 U-0080-01

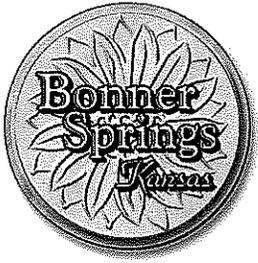
REGULAR MEETING AGENDA

10. Collective Bargaining Ordinance for the Police Department

11. City Manager's Report

12. City Council Items

13. Mayor's Report



City of Bonner Springs

P. O. Box 38, 205 East Second Street, Bonner Springs, KS 66012

WORKSHOP MEETING

7:00 p.m.

REGULAR CITY COUNCIL MEETING

7:30 p.m.

CITY HALL COUNCIL CHAMBERS

Monday, March 12, 2012

Life is Better in Bonner Springs

ITEM NO. WS-1

City Council Workshop Agenda
Monday, March 12, 2012

Present:	Harrington	_____
	Cooper	_____
	Reeves	_____
	Haas	_____
	Knight	_____
	Stephens	_____
	Freeman	_____
	Shannon	_____

Staff Present: _____

AGENDA ITEM: K-7 Corridor Utility Relocation Costs

NARRATIVE: The enclosed memorandum provides the background and discussion for this item and provides the method of calculation for the percentage of reimbursement from KDOT for the relocation of the City's sewer and water mains along K-7 Highway required by the KDOT I-70/K-7 phased improvements.

MEMORANDUM

Date: February 22, 2012
To: Mayor and City Council
Thru: Jack Helin, City Manager
From: Rick Sailer, Director

Subject: KDOT Percentages for Reimbursement to Relocate Utilities due to Construction of new loops for K-7 & I-70.

Background: KDOT will make major improvements to the I-70 & K-7 interchange, which is part of the overall K-7 Improvement Project (hereafter referred to as the "Project"). The project will require the relocation of the City's water and sewer lines adjacent to K-7 that go through the new interchange loops.

Discussion: The utilities relocation project includes the relocation of an existing waterline on the east side of K-7 and the sanitary sewer force main pipeline located on the west side of K-7. Both of these pipelines run from Kansas Avenue to the north of I-70. Wilson & Co. completed a preliminary project cost estimate for relocation of these pipelines to 134th Street. The estimated total project cost is \$3,276,500.

KDOT submitted compensation percentages based on the location of the pipelines. Pipelines located within State Right-of-Way (ROW) must be relocated wholly at the owner's expense. Relocation of pipelines located on private property or City ROW are subject to 100% reimbursement from KDOT. KDOT identified the current location of pipelines within the State ROW areas and calculated the compensation percentages based on that analysis. Joe Perry, our City Attorney, reviewed old maps and agreements to help identify what the appropriate percentage of reimbursement should be from KDOT. The result of both his research and negotiation with KDOT attorneys are the percentages shown below.

City Staff, the City Engineer and the City Attorney reviewed the final compensation percentages presented by KDOT and agree with the calculations. KDOT based the compensation on the Total Project Cost, which includes design, easement acquisition, construction, construction management and observation.

The preliminary design has 5,300 feet of twelve-inch (12") waterline installed on 134th between Kansas Avenue and Riverview Avenue. This pipeline would connect to existing 12" waterlines at each end. The eight-inch (8") sanitary sewer force main pipe would also be installed on 134th Street, and also extend from Riverview Avenue to Kansas Avenue then to K-7 to encompass a distance of 10,000 feet.

KDOT will reimburse the City for 37% of the total project cost of the waterline relocation and 87% of the sanitary sewer pipeline relocation.

Waterline Relocation Project Cost =	\$1,385,889
KDOT Compensation at 37% =	\$ 512,779
City expense at 63% =	\$ 873,110
Sewer Relocation Project Cost =	\$ 1,890,603
KDOT Compensation at 87% =	\$ 1,644,825
City expense at 13% =	\$ 245,778

The Project Costs are based on a Preliminary Cost Analysis completed by Wilson & Co. Engineers. These are rough estimates at this time and the Project Costs will probably change once we complete final design. Subsequent to the work Wilson Co. did, the Utilities Director brought up the idea to install a short section of gravity sanitary sewer along 134th (Riverview to just south of I-70) rather than use a force main. This would provide the opportunity for this sewer line to be able to take in additional flows from the north in the future. This design change would require a new lift station and additional cost of manholes along this section. Total cost for the sanitary sewer relocation would increase to approximately \$1.2-\$2.3 million. However, the City could justify this design as part of the Project and offset the cost because KDOT would, presumably, reimburse us 87% of the costs (This was not part of the design sent to KDOT). Likewise, a similar design change alternative along Kansas Avenue could reduce the construction costs by \$350,000. These issues will ultimately be worked out in the final design phases.

The next step in the process will be the issuance of a Request for Proposal (RFP) for the engineering design, construction management and observation of the entire project. The Staff recommendation for the selected engineering firm will be brought to the City Council for selection before the engineering phase begins.

Financial Impact: The City's share of the Waterline Relocation project cost will be paid with funds obtained through either a State Loan Fund or the issuance of bonds. Finance will review the interest and terms of the loan along with bond financing to determine which option is best for the City.

The repayment expenses on \$1M would increase monthly service fees by about \$2.40. The Utilities Department determined the effect of that borrowed money by calculating the payments over 20 years against service connections. Capital project payments are normally included in the monthly service fee. These numbers are only estimates at this time. We will run final calculations once the selected engineer firm completes the final design.

The City's share of the Sanitary Sewer Relocation project cost of \$245,778 will be paid with current reserve funds. Reserves estimated to carry over to 2013 based on the 2011 ending reserve balance and the 2012 budgeted revenue and expenditures are \$844,049 or 7.4 months. A reduction of this reserve fund to \$598,271 will lower our reserves to 5.2 months based on annual expenses of \$1.4M. Use of reserve funds will not influence user rates or monthly service fees since these are calculated based on annual expenses.

ITEM NO. 1.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: Flood Awareness Week Proclamation- March 12 through March 16

ACTION: Proclamation Presentation

STAFF RECOMMENDATION: None

The Mayor will present a Proclamation in recognition of Flood Awareness Week. The Planning Director/City Flood Plain Manager will be present to accept the Proclamation.

ITEM NO. 2.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: Citizen Concerns About Items Not on Today's Agenda. (Copies of any written material presented to the City Council also needs to be provided to the City Clerk or City Manager.)

ACTION: None

STAFF RECOMMENDATION: None

This item is provided for comments and questions from the audience about items that are not included on today's agenda.

CONSENT AGENDA

The City Council will consider the following items by one motion with no discussion unless an item is removed from the Consent Agenda by a member of the staff, the City Council or the audience. The City Council will consider an item removed from the Consent Agenda as the next item following the action on the Consent Agenda.

ITEM NO. 3.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: Minutes of the February 27, 2012 City Council Meeting

ACTION: Make a Motion to Approve the Minutes of the Regular Meeting Held on February 27, 2012

STAFF RECOMMENDATION: The City Clerk Recommends Approval

Enclosed are the minutes for approval. Enclosed are the minutes of the Workshop meeting as information.

City Council Minutes – Regular Meeting - Monday, February 27, 2012

The Bonner Springs City Council met in regular session at 7:30 p.m. on Monday, February 27, 2012.

Governing Body Present: Mayor Clausie Smith; Councilmembers: Jeff Harrington, George Cooper, Bob Reeves, Racheal Haas, Jack Knight, Tom Stephens, Eric Freeman and Rodger Shannon

City Staff Present: Jack Helin, City Manager; Rita Hoag, City Clerk; Kevin Bruemmer, Public Works Director, Rick Sailler; Utilities Director, Don Slone, Planning Director and Donna Billington, High School Student Senior Project

The Mayor opened the meeting with the Pledge of Allegiance to the Flag of the United States of America.

Item No. 1 - Citizen Concerns About Items Not on Today's Agenda – None presented.

CONSENT AGENDA

The Mayor read the Consent Agenda Items 2 through 6 and no items were removed.

Item No. 2 - Minutes of the February 13, 2012 City Council Meeting – Presented for approval.

Item No. 3 - Claims for City Operations for February 27, 2012 - The Supplement Claims for City Operations in the amount of \$97,752.89 and the Regular Claims in the amount of \$131,182.90 were presented for approval.

Item No. 4 - Public Housing Authority Claims for February 27, 2012 - The Public Housing Authority Claims in the amount of \$24,302.33 were presented for approval.

Item No. 5 - Appointments to Boards, Committees & Commissions - Senior Center Advisory Committee – Appointment of Pauline Reitzel and Cathy Ramirez to fill the terms held by Alice Zimmerman and Mary Ann Allen. The terms for Ms. Reitzel and Mrs. Ramirez will expire March 2015. Band Commission – Reappointment of David Tisch and Don Wheeler whose terms expire April 2012. Their new terms will expire April 2015.

Item No. 6 - Riverview Water Line Relocation - Engineer Agreement with Wilson & Company – Staff recommended approval of the Owner-Engineer Agreement with Wilson & Company for the Riverview Waterline Relocation Project in the total amount of \$17,250. KDOT will reimburse one hundred percent of the total project cost.

CONSENT AGENDA APPROVAL – Reeves made a Motion to approve the Consent Agenda as presented. Stephens seconded the motion and it carried on a vote of eight to zero.

REGULAR MEETING AGENDA

Item No. 7 - Comprehensive Plan Change BSCP-21 & Rezoning BSZ-127 for The Village at Deerfield – The Mayor introduced this item with an overview as follows:

- The Planning Commission held a public hearing on this item at their regular meeting on Tuesday, January 24, 2012.
- The action is quasi-judicial and Councilmembers shall only consider the findings/facts forwarded by the Planning Commission, presented by the Planning Director.
- The vote to approve the Ordinance requires a three-fourth majority vote or seven “yes” votes to pass due to a valid protest. Any “no” vote requires identification of the factor used as the reason to vote no.

The Planning Director made a brief presentation as follows:

- Provided background information and history on the property that dated back to 1973.
- Provided exhibits that outlined the overall project that consists of a total of 17.11 acres with a proposed 232 unit gated apartment complex.
- The requested change in zoning is from R-1, Single-Family Residential District to R-3, Multi-Family Residential District.
- The three tracts include 6.24 acres located at 708 South 130 Street, 8.64 acres at 700 South 132 Street and 2.23 acres at 811 South 132 Street.
- This is the fifth version of the plan. If approved, there are three more steps that include a preliminary plat, final plat and site plan.
- The buildings will act as a buffer between the lower density zoning and the more intense commercial zoning. The detention basin will remain a detention basin.
- The recommendation for approval includes a reversionary clause under Condition No. 4 of the Ordinance to approve the Comprehensive Plan Change and Rezoning. The clause requires the final plat to be approved by the City and filed with the County within one year from the date of approval by the Governing Body.
- Staff and the Planning Commission recommend approval of an Ordinance to change the Future Land Use Map of the Comprehensive Plan for 8.4 acres from a Low-Density Residential designation to a High-Density

Residential designation based upon the Factors for Consideration presented and rezone the property from R-1 to R-3 for the "The Village at Deerfield" Apartments.

➤ The applicant Daniel Foster, Schlagel and Associates and Guy Tiner are present to answer questions.

City Council Discussion:

➤ Harrington asked if the project would be built in phases such as roadways, infrastructure, parking lot areas and buildings. Daniel Foster stated yes. Harrington thanked the Deerfield community for their questions, concerns, input and professionalism during the process for this project.

➤ Cooper asked how long the project would take to complete. Mr. Foster stated it could be five years but they hope to complete it sooner. He further stated the apartment complex would be of high end quality.

➤ Shannon asked Mr. Foster to explain specifically what he meant by high end. Mr. Foster said the apartment buildings would be more architecturally attractive, constructed of stucco with some brick or stone, more attractive roofs and a higher quality interior finish. They will install landscaping, gated entrances, a clubhouse and a pool. Shannon stated his concerns with the possibility of any future Section 8 apartments. Mr. Foster stated the developer has no plans for Section 8.

➤ Freeman stated he understood the rezoning of the 8.4 acres was necessary in order for developer to construct this high end apartment complex with all amenities. Mr. Tiner stated that was correct.

➤ Reeves asked what the gated community would be comprised of. Mr. Foster stated there will be wood and wrought iron fence around the perimeter and each entrance will have a gated column with entry signs. The gates will be in operation 100 percent of the time except for short periods of time due to inclement weather. Residents will have their own individual code, the Fire and Ambulance Departments will have a code and they will install a knox box. They will construct landscape areas along the property boundaries.

➤ Stephens asked if they will install the fence and secure the property prior to construction of the buildings. Mr. Foster stated they had not discussed that but it will be addressed in the site plan.

➤ Haas asked the Planning Director if there was any other use for the property if the rezoning was not approved. The Planning Director stated the proposed apartment complex is probably one of the best uses for the land because it sets directly behind a commercial area. Most single family residences would not want to be located in this area. The parking area, fencing and buildings will serve as a buffer for those that live in the apartments.

Shannon made a Motion to Approve an Ordinance to Approve the Comprehensive Plan Change BSCP-21 and Rezoning BSZ-127 for "The Village at Deerfield." Cooper seconded the motion and it carried on a vote of nine to zero. **Assigned Ordinance No. 2335**

Item No. 8 - City Manager's Report – The City Manager commented on items as follows:

➤ KDOT will begin work on K-7 in the next couple of months as stated in the City Manager report.

➤ The KDOT Economic Development Study is complete and is on line.

➤ At the last K-7 Corridor Committee meeting, the City of Olathe announced they would no longer support a freeway through their city.

Item No. 9 - City Council Items –

➤ Harrington stated he appreciated the professionalism of the City Council for the sensitive project "The Village at Deerfield." He stated Pat Sheley passed away at the Kansas City Hospice House.

➤ Cooper stated it appeared there was an event at the Bonner Springs Event Center on Saturday evening. Centennial Park parking lot was full of trash, cans and other debris and a stop sign was torn down. The City Manager stated he would pass this information on to the Police Department. Cooper stated there has been some vandalism in the downtown area with graffiti and broken car windows. He asked if the City planned to present a proclamation to the Clark Middle School student who won the Wyandotte County spelling bee. The Mayor stated we will but wants to wait to see the outcome at the state level.

Item No. 10 - Mayor's Report – Announced he has tickets for the Kiwanis Club Pancake Breakfast to be held Saturday, March 3 from 7:00 to 10:00 a.m. at the High School

The meeting adjourned at 8:29 p.m.

Rita Hoag, City Clerk

City Council Workshop Meeting – Monday, February 27, 2012 – 7:00 p.m.

Governing Body Present: Mayor Clausie Smith; Councilmembers: Jeff Harrington, George Cooper, Jack Knight, Bob Reeves, Tom Stephens, Racheal Haas, Eric Freeman and Rodger Shannon (arrived at 6:20 p.m.)

City Staff Present: John Helin, City Manager; Rita Hoag, City Clerk; Kevin Bruemmer, Public Works Director and Jim Pickett, KDOT.

WS-1 – Support for Grant Application for Traffic Signal Equipment & Coordination on K-7 – The Public Works Director made a Power Point as follows:

- Study conducted in 2011 to determine costs and benefits to coordinate traffic signals from 47 Street in Shawnee to Lansing.
- Benefits Determined: Decreased travel time by 1.3 minutes, annual fuel cost saving of \$210,000, vehicle travel time savings of 20,000 hours and reduced traffic signal maintenance/operation costs by remote operations.
- Grant application due to KDOT by March 9, 2012. Applicants include Shawnee, Unified Government (UG), Lansing and Leavenworth. The grant would pay for initial signal sequence and operation cost for one year with Operation Green Light (OGL) for Bonner Springs.
- OGL administered by MARC as a cooperative effort to improve coordination of signals which operates approximately 700 signals in 22 jurisdictions in the metropolitan area with an annual cost of \$1,833 per signal per year for each jurisdiction.
- OGL costs for Bonner Springs: First year (2014) included in the grant if awarded. In 2015, the City would incur annual costs of \$3,666 for four signals. The net difference in current costs versus OGL costs is an additional \$1,055 per year. The City can opt out of OGL in the future.
- Recommendation: City Council consensus to support the Mayor to send a letter of support for the grant application. This implies that the City will join OGL if KDOT awards the grant.

After general discussion, the City Council reached consensus for the Mayor to send the letter of support.

The meeting adjourned at 7:25 p.m.

rh

ITEM NO. 4.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: Claims for City Operations for March 12, 2012

ACTION: Make a Motion to Approve the Claims for City Operations for March 12, 2012

STAFF RECOMMENDATION: The City Manager and City Clerk Recommend Approval and State that all Expenditures Comply with the State of Kansas Cash Basis Law

Enclosed are the Supplement Claims for City Operations in the amount of \$35,788.92 and the Regular Claims in the amount of \$91,523.18.

Note: If a Councilmember has questions on any of the claims, it would be helpful to call or email ahead in order to get a detailed answer.

Check Register Report

Supplement Check Register

Date: 03/07/2012

Time: 10:33 am

Page: 1

Bonner Springs City Hall

BANK: UNION BANK & TRUST

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK & TRUST Checks							
116279	03/02/2012	Printed		6389	BANCORP BANK HSA	PAYROLL DEDUCTIONS	100.00
116280	03/02/2012	Printed		0117	BOARD OF PUBLIC UTILITIES	WATER USAGE F/JAN 2012	4,894.94
116281	03/02/2012	Printed		0120	BONNER SPGS FED CREDIT UNION	PAYROLL DEDUCTIONS	3,437.37
116282	03/02/2012	Printed		0898	ICMA RETIREMENT CORPORATION	PAYROLL DEDUCTS/EMP BENEFITS	3,402.87
116283	03/02/2012	Printed		3960	JOHN HANCOCK	PAYROLL DEDUCTS/EMP BENEFITS	662.00
116284	03/02/2012	Printed		7064	DEBORAH JONES	BOND REFUND	620.00
116285	03/02/2012	Printed		2195	KANSAS PAYMENT CENTER	PAYROLL DEDUCTIONS	1,279.17
116286	03/02/2012	Printed		2014	KCPL	ELECTRIC SERVICE	158.94
116287	03/02/2012	Printed		7063	MISHA STEWART	BOND REFUND	105.50
116288	03/02/2012	Printed		0915	VERIZON WIRELESS	MTHLY COMM LINE CHRGS/UTIL	33.33
116289	03/02/2012	Void	03/02/2012			Void Check	0.00
116290	03/02/2012	Printed		1315	WALMART COMMUNITY GEMB	OFFICE,MAINT,VEH,REC SUPP	1,034.23
116291	03/02/2012	Printed		3790	WESTAR ENERGY	ELECTRIC SERVICE	20,060.57

Total Checks: 13

Checks Total (excluding void checks):

35,788.92

Total Payments: 13

Bank Total (excluding void checks):

35,788.92

Total Payments: 13

Grand Total (excluding void checks):

35,788.92

Check Register Report

Check Register

Date: 03/07/2012

Time: 10:34 am

Bonner Springs City Hall

BANK: UNION BANK & TRUST

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK & TRUST Checks							
116292	03/06/2012	Printed		3169	AKAWAM	COFFEE SUPPLIES/UTIL,PW	185.04
116293	03/06/2012	Printed		3562	ALAMAR	UNIFORMS/PD	704.91
116294	03/06/2012	Printed		0056	ALCOHOL SAFETY ACTION PROJECT	ADSAP FEES	135.00
116295	03/06/2012	Printed		6367	ALLIED ARROW BUSINESS MACHINES	SVC CALL-RPR PNTR/CODES,HR,CTC	79.50
116296	03/06/2012	Printed		0030	AMERICAN RED CROSS	BABYSITNG CLASS (9)/PRKS&REC	315.00
116297	03/06/2012	Printed		6000	APAC	CRUSHED ROCK/PW	323.40
116298	03/06/2012	Printed		5615	AT & T 5011	ALARM SERVICE	724.16
116299	03/06/2012	Printed		5184	AT & T MOBILITY	MOBILE PHONE SERVICE	1,672.07
116300	03/06/2012	Printed		1461	AUGUSTINE EXTERMINATORS	PEST CONTROL/FIRE/EMS	56.00
116301	03/06/2012	Printed		6388	AXIOM SECURITY	RPLC APRON LGHTS,QTR MNTRNG	2,131.56
116302	03/06/2012	Printed		0109	BERNING TIRE COMPANY	TIRE REPAIR/UTIL	16.50
116303	03/06/2012	Printed		5508	ROGER BETTS	WINDOW TINTING-2 POLICE VEH	280.00
116304	03/06/2012	Printed		5920	AMBER NICHOLE BIXLER	VOLLEYBALL REFEREE	306.00
116305	03/06/2012	Printed		7062	OVA BRIZENDINE M	FIRE LIEN REFUND@167 CORNELL	14,559.45
116306	03/06/2012	Printed		0213	COLEMAN EQUIPMENT INC	SAW BLADE,CAUT TAPE/PW,UTIL	32.36
116307	03/06/2012	Printed		0218	COMMENCO INC	ANTNA, RADIO MAINT/PD,FIRE	447.24
116308	03/06/2012	Printed		0222	CONRAD FIRE EQUIPMENT INC	MULTI-PURPOSE HOOK/FIRE	77.48
116309	03/06/2012	Printed		0229	CROFT RENTAL CENTER	KEROSENE/UTIL	111.94
116310	03/06/2012	Printed		3165	DAKTRONICS INC	SCOREBOARD BATTERIES/PARKS&REC	315.00
116311	03/06/2012	Printed		0238	DEFFENBAUGH DISPOSAL SERVICE	DUMPSTER CHRNG/PW	344.40
116312	03/06/2012	Printed		4151	SHARI LEE DEMATO	TUMBLING INSTRUCTR/PRKS&REC	250.00
116313	03/06/2012	Printed		0053	DPC INDUSTRIES INC	CHLORINE/UTIL	1,269.62
116314	03/06/2012	Printed		0276	ENVIRONMENTAL LABORATORIES	WKLY ANALYSIS/UTIL,PW	443.00
116315	03/06/2012	Printed		5420	EVERETT MILBERGER PEST CONTROL	SEMI-ANNUAL SENTRICON/UTIL	150.00
116316	03/06/2012	Printed		4342	FELDMANS	SHOP SUPPLIES/PW,UTIL	59.89
116317	03/06/2012	Printed		4120	FOUR COUNTY PARATRANSIT	2012 DUES/TIBLOW	50.00
116318	03/06/2012	Printed		5143	GALLS INC	(2) FLASHLIGHTS/EMS	246.47
116319	03/06/2012	Printed		7066	ROBIN GERBER L	ZUMBATOMIC INSTRUCTR/PRKS&REC	336.00
116320	03/06/2012	Printed		6465	GILLILAND GROUP PARTNERSHIP	BLDG LEASE/PD	1,000.00
116321	03/06/2012	Printed		7061	ELIAS GONZALEZ	SEC DPST,LESS DAMGES/PARKS&REC	50.00
116322	03/06/2012	Printed		7068	STEVE GREER	REIMB F/HEP B SHOTS/BLDG&GRNDS	60.00
116323	03/06/2012	Printed		0021	HACH COMPANY	LAB SUPPLIES/UTIL	545.16
116324	03/06/2012	Printed		2430	HAMBLIN PETROLEUM	MOTOR FUEL	12,973.20
116325	03/06/2012	Printed		0402	HARRINGTON FLORAL	PLANTS-HUBBEL, HARRINGTON	65.00
116326	03/06/2012	Printed		4275	HAYNES EQUIPMENT CO INC	RPR GRINDER PUMP/UTIL	298.73
116327	03/06/2012	Printed		0816	RITA HOAG	MILEAGE	23.86
116328	03/06/2012	Printed		7058	HOGAN'S PAINT AND EXTERIOR	REMODEL RESTROOM/PD	700.00
116329	03/06/2012	Printed		7056	HOLLAND HOMES, INC	REFUND OVERPAY F/OCC LICENSE	30.00
116330	03/06/2012	Printed		6581	INLAND TRUCK PARTS CO.	RPR AIR BRAKES/PW	594.80
116331	03/06/2012	Printed		3289	J & D EQUIPMENT INC	SANDER PARTS/PW	276.49
116332	03/06/2012	Printed		2503	JAYS UNIFORMS	UNIFORMS/EMS	158.41
116333	03/06/2012	Printed		1022	JO CO LANDFILL INC	LANDFILL CHRGS/UTIL	3,157.88
116334	03/06/2012	Printed		5345	JOHNSON COUNTY WASTEWATER	WASTEWATER CHGS/UTIL	191.69
116335	03/06/2012	Printed		4354	KANSAS CITY CONVENTION &	KCCVA DUES/CTC	250.00
116336	03/06/2012	Printed		5308	KANSAS ONE-CALL	FEB LOCATE FEES/UTIL	102.20
116337	03/06/2012	Printed		0406	KELLER FIRE & SAFETY INC	KTCHN FIRE SYS INSPCTN/PRK&REC	138.00
116338	03/06/2012	Printed		7067	KRAMES STAYWELL, LLC	LIFEGUARD INSTR MANUALS/POOL	254.44
116339	03/06/2012	Printed		5799	KS DEPT OF AGRICULTURE	2012 FOOD LICENSE/PRKS&REC	200.00
116340	03/06/2012	Printed		3003	LAKE OF THE FOREST INC	REFUSE SUBSIDY	247.00
116341	03/06/2012	Printed		3373	LUKE HTG & AIR CONDITIONING	NEW HEATER/WWTP	1,870.00
116342	03/06/2012	Printed		5757	MEDICAL GAS PRODUCTS INC	OXYGEN/EMS	4.40
116343	03/06/2012	Printed		6137	METRO COURIER INC	DELIVERY CHARGES/UTIL	154.68
116344	03/06/2012	Printed		5912	MID AMERICA REGIONAL COUNCIL	MARCER 2012 MEMBERSHIP/EMS	350.00

ITEM NO. 5.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: Public Housing Authority Claims for March 12, 2012

ACTION: Make a Motion to Approve the Public Housing Authority Claims for March 12, 2012

STAFF RECOMMENDATION: The City Manager & Public Housing Authority Director Recommend Approval

Enclosed are the claims for March 12, 2012 in the total amount of \$1,119.74.

Check Register Report

Public Housing Check Register

Date: 03/07/2012

Time: 10:35 am

Bonner Springs City Hall

BANK: UNION BANK & TRUST-PHA

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK & TRUST-PHA Checks							
96299	03/06/2012	Printed		6882	P KRUEGER CONSULTANTS, INC.	CONSULTING/ENGINEERING	500.00
96300	03/06/2012	Printed		P542	P LINDSEY SOFTWARE SYS INC	MTHLY ACCOUNTING FEES	135.00
96301	03/06/2012	Printed		P503	P LOWES COMPANIES INC	MAINT, ELEC, PLUMBING SUPPLIES	394.35
96302	03/06/2012	Printed		P800	P NUTS & BOLTS	MAINT, CUSTODIAL SUPPLIES	71.39
96303	03/06/2012	Printed		P 712	P THE PI COMPANY	EMPLOYMENT VERIFICATION	19.00

Total Checks: 5 **Checks Total (excluding void checks): 1,119.74**

Total Payments: 5 **Bank Total (excluding void checks): 1,119.74**

Total Payments: 5 **Grand Total (excluding void checks): 1,119.74**

ITEM NO. 6.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: Drug & Alcohol Committee Recommendation for Program Funds

ACTION: Make a Motion to Approve the Drug & Alcohol Program Recommendation for 2012

STAFF RECOMMENDATION: The City Manager, Finance Director & Drug & Alcohol Advisory Committee Recommend Approval

The enclosed memorandum provides the recommendation for this year's program to fund \$16,335 for substance abuse programs. Since the funds requested is less than the \$25,000 budgeted, the Committee may come back to the City Council for additional programs to fund this year.

Memorandum

Date: March 7, 2012
To: Mayor and Council
Thru: John Helin, City Manager *smk*
From: Tillie LaPlante, Finance Director

Subject: Drug and Alcohol Advisory Committee 2012 Funding Recommendations

Recommendation:

Approve funding recommendations from the City's Drug and Alcohol Advisory Committee totaling \$16,335 for substance abuse programs in 2012.

Background:

In the 2012 budget the City Council approved funding in the amount of \$25,000 for substance abuse programs to be paid from the Drug and Alcohol Fund. In December, the Drug and Alcohol Committee sent applications for funding to all agencies who were awarded funding in 2011. The total amount of funding requested for 2012 from the applications received was \$19,335.

Discussion:

The Drug and Alcohol Advisory Committee recommends funding for 2012 as listed below.

<u>Agency/Program</u>	<u>Approved By Council 2011</u>	<u>Requested By Agencies 2012</u>	<u>Recommended By Committee 2012</u>
Salvation Army	\$10,000	\$ 10,000	\$ 10,000
Clark Middle School	\$ 0	\$ 1,200	\$ 1,200
Project Graduation	\$ 500	\$ 0	\$ 0
Wyandot Center for Behavioral Healthcare	\$ 3,135	\$ 3,135	\$ 3,135
Wyandot Center for Behavior Health-PEER	\$ 1,000	\$ 0	\$ 0
DARE Festival	<u>\$ 4,600</u>	<u>\$ 5,000</u>	<u>\$ 2,000</u>
Total Awards	\$19,235	\$19,335	\$ 16,335

Agency/Program**Description of Program**

Salvation Army

Provides detoxification, reintegration, intermediate, and outpatient drug and alcohol treatment programs.

Clark Middle School

Informational materials are provided to parents and students regarding the harmful effects of drugs. These are provided to students who are suspended or under the influence of a substance. Urine analysis testing kits are also provided to parents (who are interested). The school educates the parent on how to read the results and provide outside agencies contact information.

Wyandot Center for Behavioral Healthcare

Provides intake/substance abuse evaluations and treatment services through therapy and counseling.

DARE Festival

Festival held for DARE graduates promoting the idea of students remaining drug and alcohol free.

Project Graduation did not submit a request for funding for 2012 and Wyandot Center for Behavioral Health eliminated their PEER program last fall, therefore, no requests for funding were received for these programs. There was a new request for funding submitted by Clark Middle School for informational materials and urine testing kits. These items were previously funded through the state but that funding has been cut. The DARE Festival funding recommendation is \$2,000 rather than the \$5,000 requested due to a carryover from prior years of \$5,062 which can be used toward this year's festival.

Because funding requests were less than the approved budget for substance abuse programs (\$25,000 budget compared to \$16,335 recommendations), the committee may come back to the council with additional funding requests during the year. If no additional requests are made, the difference between the budget and the recommendations will carry over to the 2013 budget year.

In addition to the substance abuse programs, the City Council approved funding for the DARE program in the amount of \$50,800 in the 2012 Drug and Alcohol Budget. This covers 75% of the cost of the DARE Program which includes salary and benefits for the DARE officer as well as supplies for the program. All costs associated with the DARE program are paid through the police operating budget in the General Fund. The amount funded by the Drug and Alcohol Fund is recorded as a transfer into revenue in the General Fund.

ITEM NO. 7.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: Appointment to Unified Government Human Relations Commission

ACTION: Make a Motion to Confirm the Appointment to the Unified Government Human Relations Commission

STAFF RECOMMENDATION: The Mayor Recommends Approval

The City Council confirmed the Mayor's appointment of Malisa Wallace to this position in October 2009 for a four-year term to expire October 2013. Ms. Wallace moved out of state. The Mayor recommends the appointment of Melva Jarrett to fill the unexpired term. Her bio form is on file in the City Clerk's office.

ITEM NO. 8.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: Lease Maintenance Agreement for Pitney Bowes Postage Meter

ACTION: Make a Motion to Authorize the City Manager to Sign a Sixty-Month Lease with Pitney Bowes for an Upgraded Postage Meter at \$154 for a Cost Savings of \$21 Per Month

STAFF RECOMMENDATION: The City Manager & City Clerk Recommend Approval

The enclosed memorandum provides the recommendation to upgrade the City Hall postage meter and to sign a sixty-month lease for \$154 per month which is a cost savings of \$21 per month.



City Council Staff Report Memorandum

Date: March 5, 2012
To: Mayor & City Council
Through: John Helin, City Manager
From: Rita Hoag, City Clerk

Subject: Postage Meter Maintenance Agreement

Recommendation:

The City Council Authorize the City Manager to Sign a Sixty-Month Lease with Pitney Bowes for an Upgraded Postage Meter at \$154 Per Month for a Cost Savings of \$21 Per Month.

Background:

The City leases Pitney Bowes postage meters that includes maintenance. The lease for the current meter ends December 30, 2012. We obtained a proposal from Pitney Bowes for an upgraded meter and from Lineage for a Hasler Postage Meter. Due to cash basis law, there is a non-appropriation clause in the lease/maintenance agreement that requires City Council approval.

Discussion:

The Pitney Bowes DM400 Series Postage Meter is an upgrade of the current DM400 Meter we now have but with additional features for more efficiency. The Hasler IM440 Plus Postage Meter is comparable to the Pitney Bowes DM400 Series Meter but they did not provide a proposal for a meter with a ten pound scale.

Shown below are the proposals received with the recommendation bolded. The proposal for the Pitney Bowes meter with a ten pound scale is \$16 less per month than the current lease. Since we seldom mail packages between five and ten pounds, the recommendation is to reduce the scale size to five pounds to realize the additional \$5 per month reduction in costs.

Table with 5 columns: Description, Current Cost, Difference, and Annual Savings. Rows include Current (Pitney Bowes-10# Scale 48 Months \$175.00) and various Proposals (Pitney Bowes-10# Scale 48 Months \$171.00, Pitney Bowes-10# Scale 60 Months \$159.00, Pitney Bowes-5# Scale 48 Months \$166.00, Pitney Bowes-5# Scale 60 Months \$154.00, Hasler (Lineage)-5# Scale 48 Months \$190.00, Hasler (Lineage)-5# Scale 63 Months \$160.00).

Financial Impact:

Upon approval of the recommendation, the City will realize an annual cost savings of \$252.

ITEM NO. 9.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: KDOT KLINK Agreement K32-105 U-0080-01

ACTION: Make a Motion to Approve the KDOT KLINK Agreement K32-105 U-0080-01 for the K-32 Resurface Project

STAFF RECOMMENDATION: The City Manager, Public Works Director & City Clerk Recommend Approval

The enclosed memorandum provides the recommendation for approval of the attached standard KDOT agreement for this project. The project is to resurface K-32 from Front Street to Nettleton/Gibbs Road and from the Wolf Creek Bridge to 142 Street. KDOT will reimburse 75% of the construction related costs.

**CITY OF BONNER SPRINGS
PROJECT MANAGERS MEMORANDUM**

DATE: March 05, 2012
TO: Mayor and City Council
THRU: Public Works Director
City Manager *SM*
FROM: Project Manager

SUBJECT: KLINK Resurfacing Project – Cedar, from Front Street to Nettleton & Gibbs Road from the Wolf Creek Bridge to S. 142nd Street

Recommendation

Approve the agreement with the Kansas Department of Transportation for a resurfacing project (mil and overlay) of K-32/Cedar Ave. from Front Street to Nettleton & Gibbs Road from the Wolf Creek Bridge to S. 142nd Street and authorize the Mayor to sign the agreement.

Background

In July 2011 staff applied for funding for resurfacing (2" mill & asphalt overlay) K-32 from Front Street to Nettleton & Gibbs from the Wolf Creek Bridge to S. 142nd Street, under the KDOT City Connecting Links (KLINK) 1R Resurfacing program. This project has been approved for funding after July 2012. The State will reimburse 75% percent of construction and construction inspection costs up to a maximum of \$200,000.

The agreement is based on a total estimated construction and construction inspection costs of \$268,410. KDOT will pay \$200,000 and the City will pay \$68,410.

Financial Impact

The City's portion of the funding, which is estimated at \$68,410., will come from the 2012 Streets Project budget.

PROJECT NO. K32-105 U-0080-01
KLINK 1R RESURFACING PROJECT
CITY OF BONNER SPRINGS, KANSAS

AGREEMENT

PARTIES: **BARBARA W. RANKIN, Acting Secretary of Transportation, Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"**

The City of Bonner Springs, Kansas, hereinafter referred to as the "City,"

Collectively referred to as the "Parties."

PURPOSE: The City has applied for and the Secretary has approved a KLINK 1R Resurfacing Project, hereinafter referred to as the "Project." The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City. The City desires to construct a street resurfacing Project on Gibbs Road and Cedar Road, city connecting links for State Highway K-32 in the City. The Secretary desires to enter into an Agreement with the City to participate in the cost of the Project by use of State Highway funds.

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

DEFINITIONS

City Connecting Link - a route inside the city limits of a city which: (1) connects a state highway through a city; (2) connects a state highway to a city connecting link of another state highway; (3) is a state highway which terminates within such city; (4) connects a state highway with a road or highway under the jurisdiction of the Kansas Turnpike Authority; or (5) begins and ends within a city's limits and is designated as part of the national system of Interstate and defense highways.

KLINK 1R Resurfacing Program - a city connecting link (KLINK) resurfacing program that is a part of the KDOT Local Partnership Program with cities and counties. The state's participation in the cost of construction and construction engineering will be seventy-five percent (75%) for cities with a population of less than 10,000 or fifty percent (50%) for cities with a population of 10,000 or greater, up to \$200,000.00 per fiscal year of state funds. The KLINK 1R Resurfacing Program is for contract maintenance only.

Project - mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other pre-approved resurfacing methods for the KLINK 1R Resurfacing Program for mill and overlay on Gibbs Road from bridge over Wolf Creek to 142nd Street and on Cedar Street from Front Street to Nettleton Avenue.

Project Description - the location of the Project from its point of beginning to its ending point, the street resurfacing Project being located as described in the PURPOSE or Project paragraphs above.

Eligible/Participating Bid Items - all bid items that pertain to Project resurfacing and stripping along the connecting link only. The eligible resurfacing may include mill and overlay, reconstruction, minor patching, joint repair, slurry seal, microsurfacing, and any other approved resurfacing methods within the Project roadway. Shoulder resurfacing is participating bid item if a shoulder exists on the city-connecting link. Traffic loop replacement is eligible on the connecting link when milling will destroy the existing loop(s). Installation of a traffic signal video detection system is eligible along the connecting link if the City can demonstrate to the Secretary installation of such a system will be less expensive than replacing and maintaining traffic signal loops. The hauling of millings to one pre-arranged location within the City and minor adjustments of existing manhole rings to match the final surface are participating bid items.

Non-Eligible/Non-Participating Bid Items - roadway resurfacing does not include bridge deck patching, curb and gutter (repair or new construction), storm sewers, construction or repair of driveways or sidewalks, sidewalk ramps, major manhole adjustments or reconstruction of manholes, utility adjustments, adjustment of surveying monuments, any warranty contracts for the Project, mountable or barrier curbed medians, work performed outside the Project termini, work performed outside the city limits, items with unit price changes from the let price (other than items with price adjustment specification in the bid documents) and any other items deemed non-eligible by the Secretary.

Fiscal Year (FY) - the state's fiscal year begins July 1 and ends on June 30 of the following calendar year.

TERMS OF AGREEMENT

ARTICLE I

THE SECRETARY AGREES:

1. To reimburse the City seventy-five percent (75%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering, but not to exceed \$200,000.00, as the Secretary's total share of the cost to construct the Project. The Secretary shall not be responsible for the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering that exceeds \$266,666.66. The Secretary shall not be responsible for the total actual costs of preliminary engineering, utility adjustments, and items not participating in the KLINK 1R Resurfacing Program.

2. To make such payment to the City as soon as reasonably possible after construction of the Project is completed, after receipt of proper billing, and attestation by a licensed professional engineer employed by the City that the Project was constructed within substantial compliance of the final design plans and specifications.

ARTICLE II

THE CITY AGREES:

1. The participating Project limits as described in the PURPOSE or Project Description above are on a city connecting link of the State Highway System and is limited to roadway resurfacing

along the Project. The Project roadway resurfacing may include all eligible items as defined above. Roadway resurfacing does not include such non-eligible items as defined above and any other items deemed non-eligible by the Secretary.

2. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current KLINK 1R Resurfacing Program for this Project.

3. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, or subcontractors. The City shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

4. To require the contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary of the City defends a third party's claim, the contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

5. To prepare or contract to have prepared, the design plans, specifications, and cost estimate (PS&E) for the Project, to let the contract and award the contract to the lowest responsible bidder. The City agrees to construct or have constructed the Project in accordance with the final design plans and specifications; inspect or have inspected the construction; administer the Project; and make the payments due the contractor, including the portion of cost borne by the Secretary. The City shall design the Project or contract to have the Project designed in conformity with the Project's initially programmed fiscal year version of the KLINK 1R Resurfacing Program Guidelines. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of the design plans, specifications, and estimates. Any review of these items that may be performed by the Secretary or his or her representatives is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, and estimates. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, expressed or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, and estimates or any other work performed by the consultant or the City.

6. To follow a schedule for design and development of plans that will allow the Project to be let to contract in the programmed fiscal year, otherwise, the City agrees the Secretary has the right to withdraw his or her participation in the Project.

7. To submit preliminary plans, specifications, and a cost estimate (PPS&E) to the KDOT KLINK Program Manager, Bureau of Local Projects electronically between November 1 and March 1 of the Project's programmed fiscal year. All correspondence must be sent by e-mail. Project PPS&E

received later than May 1 of the programmed fiscal year shall require the Project to move into the future fiscal year.

8. The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipelines, meters, and other utilities, publicly or privately owned, which may be necessary for construction of the Project in accordance with the final design plans. The expense of the removal or adjustment of the utilities and encroachments located on public right of way or easement shall be borne by the owner or the City.

9. To prohibit future erection, installation or construction of encroachments either on or above the right of way, and it will not in the future permit the erection of fuel dispensing pumps upon the right of way of the connecting link. The City further agrees it will require any fuel dispensing pumps erected, moved or installed along the connecting link be placed no less than twelve (12) feet back of the right of way line.

10. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

11. It is understood the City (or the City's consultant) shall determine the manner in which traffic is to be handled during construction in accordance with the latest version, adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD)

12. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by a public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Secretary.

13. To maintain control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

14. The final design plans shall depict the entire KLINK 1R Project location. The eligible/participating bid items shall be shown separated and listed apart from the non-eligible/non-participating bid items on the final design plans, bid documents, and on the detailed billing provided by the City. The City shall have the final design plans signed and sealed by a licensed professional engineer. **The City or the City's consultant shall receive a Final Review of PS&E notice from KDOT stating the final review of the plans, specifications, and estimates (PS&E) is complete before the City can advertise the Project for bid letting. If the City lets the Project to contract prior to receiving the Final Review of PS&E notice from KDOT, the City acknowledges and agrees the funding for Project may be cancelled for the Project.** The City agrees to furnish KDOT an electronic set of final design plans and specifications. The City further agrees the specifications will require the contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

The City agrees, immediately after the Project is let, to inform the KDOT KLINK Program Manager, Bureau of Local Projects and the KDOT Area Engineer the date the contract is let and the total contract amount. The City agrees to submit electronically the Bid Tabulations, the Notice of Award, and the Signed Contract Documents (scanned) to the KDOT KLINK Program

Manager, Bureau of Local Projects before obtaining a "Notice of Work Starting" from the KDOT Area Engineer. The City shall obtain a "Notice of Work Starting" from the Area Engineer's office prior to beginning any construction on the Project. **Any work completed prior to receipt of a "Notice of Work Starting" shall be considered ineligible for participation and such costs shall be the responsibility of the City.**

15. With the following: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*)(ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in (a) through (c) in every contract, subcontract or purchase order so they are binding upon such contractor, subcontractor or vendor; (e) a failure to comply with any applicable requirements of (a) through (d) above or if the City is found guilty of any violation by federal or state agencies having enforcement jurisdiction for those Acts, such violation shall constitute a breach of the Agreement; (f) if the Secretary determines the City has violated applicable provisions of ADA, violation shall constitute a breach of the Agreement; (g) if (e) or (f) occurs, the Agreement may be cancelled, terminated or suspended in whole or in part.

16. To require the contractor to pay prevailing wages. The City will incorporate into the construction contract the current general wage decision for the county in which the Project is being constructed. The City may obtain the current wage decision from the KDOT Bureau of Construction and Maintenance website.

17. To provide the construction engineering/inspection necessary to determine substantial compliance with the final design plans, specifications, and this Agreement. The City will require at a minimum all personnel, whether City or consultant to comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests. If the City executes an agreement for inspection, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

18. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of the funding participation in the KLINK 1R Resurfacing Program. The Secretary does not undertake (for the benefit of the City, the contractor, the consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the contractor's errors, omissions or deviations from the final design plans and specifications.

19. The City upon completion of the Project shall have a licensed professional engineer employed by the City attest in an email to the KDOT Area Engineer and the KLINK Program Manager, Bureau of Local Projects that the Project was completed in substantial compliance with the final design plans and specifications.

20. It will obtain final acceptance of the Project via email from the KDOT Area Engineer.

21. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the City to any party outside of KDOT and costs incurred

by the City not to be reimbursed by KDOT for preliminary engineering, utility adjustments, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

22. It will request payment from the Secretary after the City has paid the contractor in full, and a licensed professional engineer has attested in writing the Project has been completed in conformance with the plans and specifications.

ARTICLE III

THE PARTIES MUTUALLY AGREE:

1. The Project will be constructed within the limits of the existing right of way.
2. The final design plans and specifications are by reference made a part of this Agreement.
3. To participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered non-participating, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.
4. The City shall agree to comply with all appropriate state and federal laws and regulations applicable to this Project.
5. Any of the following Project changes require the City to send a formal notice to the Secretary for approval:
 - a. Fiscal year the Project is to be let
 - b. Project length
 - c. Project location
 - d. Project scope

Items b, c, and d require an attached map to scale.

If it is further mutually agreed during construction, the City shall inform the Secretary of any changes in the plans and specifications.

6. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

7. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

8. If, in the judgment of KDOT, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, KDOT may terminate this Agreement at the end of its current fiscal year. KDOT will participate in all costs approved by KDOT incurred prior to the termination of the Agreement.

9. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

10. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST: THE CITY OF BONNER SPRINGS, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

Kansas Department of Transportation
Barbara W. Rankin, Acting Secretary of Transportation

By: _____ (Date)
Jerome T. Younger, P.E.
Deputy Secretary and
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
 - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
 - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

ACTION FOR CONSENT AGENDA

MOTION: _____

SECOND: _____

Harrington _____
Cooper _____
Reeves _____
Haas _____

Knight _____
Stephens _____
Freeman _____
Shannon _____

- Reminder:**
- 1. Councilmembers need to abstain on check numbers on the claims issued to their personal business.**
 - 2. If a Councilmember has a simple question about a Consent Agenda item, it can be asked before the Mayor calls for a vote on the Consent Agenda.**
 - 3. If a Councilmember feels a Consent Agenda item warrants discussion, then it needs to be removed from the Consent Agenda.**

Staff Present: _____

REGULAR AGENDA

The City Council will consider the following items individually.

ITEM NO. 10.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: Collective Bargaining Ordinance for the Police Department

ACTION: Make a Motion to Approve the Ordinance to Bring the City Under the Provisions of the Kansas Public Employer-Employee Relations Act (PEERA)

STAFF RECOMMENDATION: The City Manager Does Not Recommend Approval of the Ordinance

Enclosed is a memorandum that provides information about collective bargaining and the request from the FOP to form a union. The enclosed Ordinance, if approved, would put the City under the Public Employer-Employee Relations Act (PEERA). Representatives of the FOP will be present Monday to make a presentation.

MEMORANDUM

DATE: 8 March 2012
FROM: City Manager *DM*
TO: Mayor and City Council

SUBJECT: Collective Bargaining for Employees.

Recommendation: Not approve the attached Ordinance allowing collective bargaining by City Employees under PEERA.

Background:

In October 2011 we received a letter from the Bonner Springs Fraternal Order of Police (FOP) Lodge requesting that the City agree to go under the Kansas Public Employer-Employee Relations Act (PEERA) in order to for them to form a union and collectively bargain with the City. A copy of their letter is attached.

Based on Mayor Smith's statement that he would agree to meet with the Lodge President, Andy Bair, the Mayor and I met with Mr. Bair as well as the State FOP president, Mr. Pete Fogarty, to have them explain the issues they presented in their letter. We did meet with them as promised.

Discussion:

The FOP Lodge has requested the Governing Body to approve the City coming under the Public Employer-Employee Relations Act (PEERA). The act is codified in K.S.A. 75-4321 et. seq. (Kansas Statutes are available to view on-line at http://kslegislature.org/li/b2011_12/statute/) This Act gives public employees the right to voluntarily form, join and participate in activities of labor unions and establishes rules governing collective bargaining.

The Office of Labor Relations acts on behalf of the Public Employee Relations Board (PERB) to administer the Public Employer-Employee Relations Act (PEERA).

The Public Employee Relations Board (PERB) administers the Kansas Public Employer-Employee Relations Act (PEERA). The Board handles unfair labor practice complaints against public employers, employee organizations and others. The Board consists of five members appointed by the Governor and confirmed by the Kansas Senate. One member is a representative of public employers; one member is a representative of public employees; three members represent the general public.

It is important to understand that Governing Body approval of collective bargaining under PEERA would not be just for the City's police officers but would in fact entitle all City employees to form a union and obligates the City to collective bargaining with every organized work unit.

The attached letter from the FOP makes numerous claims about the advantages of collective bargaining. The following are a few of the statements made in the letter from the FOP, followed by a responsive comment.

Statement in FOP letter

Response

“The Kansas City, Kansas Police Department's collective bargaining agreement is a primary reason Bonner Springs leave to for the jobs in KCK.”

In the past ten years, we have had 2 officers leave to take a job in KCK. In fact, the majority of officers who have left have taken jobs with cities in Johnson County, none of whom have police unions. In the recent past we have had two officers go to the City of Lawrence, which has a police union and one of those officers just returned to our police department. We have also had another officer who left for a higher paying federal police job and he also returned to the City.

“Having a collective bargaining agreement in place encourages these officers to stay with Bonner Springs for then entire career...(and) equates to better retention rates”

Without a collective bargaining agreement, we have maintained very good retention in the department. The following are the average number of years for the positions listed:

Lieutenants: 24 yrs

Investigators: 12.6 yrs

Sergeants: 13 yrs

All of these officers have had the opportunity to go to KCK and yet chose to stay.

Financial Aspects:

The City's police officers already receive the benefit of being under a more beneficial state retirement system (KP&F) than all other city employees (KPERS). Besides receiving better benefits and receiving them earlier than KPERS enrolled employees, the City contributes more towards their retirement than other employees. The employer contribution for KPERS is 6.74% of wages, while the City contributes 14.57% for KP&F employees. That is more than double the cost/contribution the city makes for all other employees.

A 2011 salary survey conducted by MARC revealed that the starting salary for a new police officer in Bonner Springs is approximately 10% higher than the average (43 organizations surveyed). That same survey shows that on average, a Bonner Springs police officer has a higher salary than 40% of the survey's respondents. There were 10 respondents and only two of them were smaller jurisdictions than Bonner Springs. In fact, our average salary for a police officer was higher than the following cities: Shawnee (Pop.62,209); Leavenworth (Pop. 32,251); and Miami County (Pop. 32,787).

The City will have non-budgeted, increased costs if working with collective bargaining units. Initial costs to negotiate contracts will most likely be a five figure cost. The cost to Edwardsville for this was over \$30,000. There would also be ongoing costs every year associated with this. These new annual costs are a result of dealing with grievances. According to a League of Kansas Municipalities attorney who use to represent Shawnee County, every disciplinary action is grieved. The cost the City of Edwardsville has realized for dealing with grievances is approximately \$10,000 per grievance.

As a reminder, the City has contracted with a firm that is currently conducting a full salary study for all positions in the City. In the past, the City has made salary adjustments to positions to keep them competitive to those similar sized communities included in the survey and I would expect we would do the same this year and next.

ORDINANCE NO. _____

**AN ORDINANCE THAT EXPRESSES THE CITY'S ELECTION
TO BRING THE CITY UNDER THE PROVISIONS OF
THE KANSAS PUBLIC EMPLOYER-EMPLOYEE RELATIONS
ACT, K.S.A. 75-4321, ET SEQ.**

WHEREAS, pursuant to K.S.A. 75-4321(c), the Governing Body of the City of Bonner Springs, Kansas (hereinafter "City"), by a majority vote, may elect to bring itself under the provisions of the Kansas Public Employer-Employee Relations Act, K.S.A. 75-4321, et seq. (hereinafter "the Act"); and,

WHEREAS, the City in an effort to develop a harmonious and cooperative relationship between the City and its' employees determined that the City should elect to come under the purview of the Act;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF BONNER SPRINGS, KANSAS:

SECTION 1: Pursuant to K.S.A. 75-4321(c), the City of Bonner Springs, Kansas, by a majority vote of all of the members of the Governing Body, does hereby elect to bring the City of Bonner Springs under the provisions of the Kansas Public Employer-Employee Relations Act, K.S.A. 75-4321, et seq. The City does hereby express its' intent that the City and its' employees shall be bound by the provisions of the Act from the effective date of this ordinance until such time as the City may rescind the herein election pursuant to K.S.A. 75-4321(c), any amendments thereto, or other applicable State or Federal law.

Approved by the Governing Body and Signed by the Mayor on March 12, 2012.

Clausie W. Smith, Mayor

Attest:

Rita Hoag, City Clerk

(Seal)

October 3, 2011

John N. Helin
City Manager
City Hall
205 E. Second
Bonner Springs, KS 66012

RE: FOP's Position Regarding Collective Bargaining

Dear Mr. Helin:

As requested in your previous email, the FOP submits the following position statement regarding the City Council's deliberations as to whether to opt in under the Kansas Public Employer Employee Relations Act (PEERA) which would allow police officers to collectively bargain with the City of Bonner Springs. The FOP membership appreciates your willingness to listen to our concerns and our belief that collective bargaining can have a positive effect on the Department and the Bonner Springs community. We also look forward to the opportunity to discuss the FOP's position in person with individual members of the City Council, the Mayor and the City administration.

As you are probably aware, police officers across the United States have been collectively bargaining with their employers for over seventy (70) years. There are literally thousands of collective bargaining agreements in place across the country between police officers and their respective cities, counties and government agencies. The sheer number of agreements demonstrates that numerous cities, both large and small,

across the United States have recognized the advantages of collective bargaining. Bonner Springs police officers strongly believe in their duty to serve and protect and are committed to the citizens which they serve. We proudly accept the responsibility of protecting the community, but we believe our pay and benefits should reflect the risks associated with our jobs and the sacrifices that we make on behalf of the community. The ultimate goal of the collective bargaining is to bring the FOP and the City together on a level playing field to reach a mutually beneficial agreement. In reaching such an agreement, the City, the FOP and the members of the department would demonstrate their willingness to work together for the betterment of the entire community.

From the FOP's perspective, the collective bargaining process would raise employee morale and provide officers with the basic level of self-determination. Having such direct contact would foster a sense of loyalty between our officers and the City. Collective bargaining would also improve the operations of the Police Department since our officers on the street would have a direct input on how the Department works.

The FOP's goal in the process is to define our terms and conditions of employment in a contract, commonly called "Memorandum of Understanding" (MOU) in Kansas. MOUs in Kansas often contain provisions for items such as hours of work, wages, salary, safety and work rules, vacation and sick leave use and accrual, as well as a meaningful grievance procedure to settle disputes regarding working conditions and disciplinary actions.

By and large, the collective bargaining process also provides taxpayers with the feeling that the Department is transparent and is operating in a responsible manner.

MOU's are public documents, which can be reviewed and discussed by members of the community, along with their respective legislative representatives. We believe that in Bonner Springs this would have a positive effect on the community's relationship with the Department.

Collective bargaining equates to better retention rates. Costs for training officers increase each year. A great deal of money is invested in each new officer. However, Departments without collective bargaining agreements, like Bonner Springs, tend to train officers only to see them leave for better paying jobs with Departments with collective bargaining agreements, like the Kansas City, Kansas Police Department. While Bonner Springs is a wonderful community to serve and work, our officers tend to leave for better benefits, higher pay and a certain level of job security. Having a collective bargaining agreement in place encourages these officers to stay with Bonner Springs for their entire career. For evidence of this, look no further than the Kansas City, Kansas Police Department. There, the collective bargaining agreement has equated to long-tenured, highly trained officers who stay with KCK PD for their entire careers. KCK Officers do not leave for better paying jobs on different departments in the metro area because they realize that Kansas City, Kansas offers competitive pay, better benefits and increased job security. The Kansas City, Kansas Police Department's collective bargaining agreement is a primary reason Bonner Springs leave to for the jobs in KCK.

The existence of a collective bargaining agreement also increases application rates for new officers. Knowledgeable applicants with some law enforcement experience tend to evaluate their prospective employers by asking if they have a collective bargaining

agreement in place. These knowledgeable applicants are who our City wants to attract but can't because we do not have collective bargaining. As a result, our City misses out on more qualified and better applicants.

With a MOU the Department management also retains statutory rights to conduct the operations of the Department. In Kansas, management rights are statutory and include directing the work of employees, hiring, promoting, demoting, transferring, assigning and retaining employees in positions within the organization, suspending or discharging employees for proper cause, maintaining the efficiency of the government operation, relieving employees from duties because of lack of work or other legitimate reasons, taking actions they deem necessary to carry out the mission of the agency in emergencies, and determining the methods, means and personnel by which operations are to be carried on.

Overall, the FOP believes the collective bargaining process will create a proven and stable platform for communication between the City and its employees and will create a strong partnership between the citizens of the community and their police employees.

We appreciate your time in reviewing these materials and we look forward to meeting with you to discuss them in more detail. If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy Bair', written in a cursive style.

Andy Bair

ITEM NO. 11.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: City Manager's Report

ACTION: None

STAFF RECOMMENDATION: None

Report attached.

City Managers Update

Date: 8 March 2012

To: Mayor and City Council

1. Council Follow Up Items.

- Concert at Event Center (Bottles in the parking lot): Lt. Schubert worked police security at the entry and exit door to the event. There were also two civilians working at the door. There was alcohol served at the event, but it was served in Styrofoam cups and nobody was allowed to leave with the cups. There were no bottles or cans at the event. Lt. Shubert advised he was out in the parking lot during and after the event and he did not observe anyone with bottles or cans. He also did not observe any bottles or cans lying in the area when he left the event at 0130 hours.
- Criminal Damage to Vehicles: There have been numerous vehicles that have had the windows shot out with an air gun or similar weapon. This has occurred throughout the city and is not isolated to one area. Edwardsville and western KCK have also had incidents with similar damage. Our investigations division has a pin map and a spread sheet which they have shared with the patrol division. We have put out unmarked cars and have saturated the two hardest hit areas with patrols. We are stopping suspicious vehicles and persons in these areas. Investigations Division is also working with KCKPD and Edwardsville PD to develop leads.
- Graffiti: The graffiti occurred over a month ago and we haven't had any incidents since that time. We are still frequently patrolling the areas where these incidents occurred.

2. **New Solid Waste Contract with Deffenbaugh** – The County informed us that they have signed a new 20 year contract with Deffenbaugh for solid waste. Since we fall under that same contract, we will reap the benefits of the UG's staff work to lock in a long term contract. One significant issue, which we knew was coming sooner or later, is that beginning on 1 July 2013, yard waste will not be collected under the contract. UG staff and Deffenbaugh are looking at options on how to deal with that issue.

3. **Insurance Refund for 2012 from Thomas McGee** – We received a refund from Thomas McGee for insurance premiums paid in 2012 of \$13,175.00 because we shifted our insurance coverage to MPR. We will add this amount to our Risk Management Fund which will give us a new balance of \$153,921 in this fund.

4. **Stockton, California, Might Enter Bankruptcy** - The AP (2/29) reports Stockton, California is "on the brink of insolvency and could become the nation's largest city to fall into Chapter 9 bankruptcy protection," and the city council was "expected to vote Tuesday on a proposal to continue the city's fiscal emergency for a third year and use a new California law to enter mediation with its creditors." The city is facing a \$15 million debt, and deficits ranging from \$20 million to \$38 million for the next fiscal year. A significant cause of their fiscal problems are "multi-year labor contracts with escalating costs, forcing officials to make deep emergency cuts to the city payroll, including its police department."

5. **Tiblow Transit** – We've recently received donations from the City of Edwardsville, Commerce Bank and Moon Mable to help offset costs to provide Tiblow Transit Public Transportation services.
6. **Parks & Recreation Update:**
 - **Leagues and Programs:**
 - Youth Soccer Registration – 149 children registered (2nd largest registration for this league – 150 in 2009)
 - Youth Baseball Registration – has begun. It ends March 28
 - Girls' Volleyball League – practices on week nights and play games Saturdays at Community Center.
 - Blarney Stone – the search has begun for the magical stone that brings the Gift of Eloquence to those that kiss it (the triangular, green stone is hidden in a park, website and newspaper has clues)
 - Tumbling (3rd session) – starts March 19
 - Adult Spring Softball – registration deadline March 14
 - **Parks:** Staff added a new infield mix to the baseball fields to make them softer and absorb water better. This should make the balls bounce truer, sliding easier on the body, and less rainouts.
 - **Summer Staffing:** Over 90% of last year's staff at the Aquatic Park and almost 60% of the Summer Camp staff will be returning this year.
7. **Tornado Season** – Attached is a news release providing information on how to prepare for tornado season. We have information and checklists on how to prepare for tornados available for citizens at both City Hall and the Library.
8. **Daylight Savings Time** – Daylight Savings Time begins Sunday, March 11. Turn your clocks ahead one hour Saturday night.

City of Bonner Springs

205 E. 2nd Street, P.O. Box 38
Bonner Springs, KS 66012
(913) 422-1020

NEWS RELEASE

For Immediate Release: 29 February 2012

Be Prepared for a Tornado

The disastrous Tornado that just hit Harveyville, Kansas is a stark reminder of the dangers we face this time of year. Peak tornado activity generally occurs in the months of March, April, May and June and Kansas lies within the area of the nation known as “Tornado Alley”, which experiences more tornadoes each year than any other part of the United States. Because of the destructive power of nature, it is important for families to review tornado safety procedures.

Tornadoes are violently rotating columns of wind that extend to the surface of the earth. They come in many shapes and sizes, and do not always appear in the classic "funnel" form. Occurring most often during thunderstorms, these wind columns must be in contact with a cloud and the ground to be classified as a tornado. A twister can last anywhere from a few seconds to more than an hour — but most last less than 10 minutes.

Tornado Safety Tips from the American Red Cross

- **Prepare a Home Tornado Plan:** Select a designated place to gather in the event of a tornado. A basement is ideal, but if your home has no underground level, a central hallway, bathroom or closet on the lowest floor should be used. If you find yourself in a high-rise building during a tornado, go to a hallway in the center of the building.
- **Assemble a Disaster Supplies Kit:** Put together a permanent collection of items that are easily accessible in emergency (ideally kept in your basement or safe room). It should include a first aid kit, essential medications, canned food and a can opener, three gallons of water per person, protective clothing, bedding, a battery-powered radio, a flashlight, extra batteries, items for any special needs the family may have (infant or elderly needs, for example), and written instructions on how to turn off electricity, gas and water.
- **Stay Tuned for Storm Warnings:** Tune in to local radio and TV stations for storm information. A **tornado watch** means a tornado is possible in your area. A **tornado warning** means a tornado has been sighted and may be headed for your area. It is also important to remember that while the City has an outdoor siren warning system, but it is important to remember that it is only designed to alert people that are out of doors. It is not designed to necessarily be heard inside of every house in the city. If you do hear the siren, you should immediately head for shelter. It is also important to know that there is no “all clear” signal so every time you hear the siren, head to shelter. That is why it is critical to listen to the news when storms approach the area.

According to Bob Evans, Wyandotte County Emergency Management Director, "Everyone should have an emergency weather radio as part of their emergency supplies". Price Chopper stores help sponsor this program by offering these battery operated radios, which provide you with direct broadcasts from the National Weather service, for \$29.95.

- **If a Tornado Watch Is Issued:** Monitor the news for updates. Pay attention to changing weather conditions — blowing debris or a sound similar to an approaching freight train can mean a tornado is nearby.
- **If a Tornado Warning Is Issued:** Go into your basement or safe room immediately. If you are outside, try to get into the basement of a nearby building, or lie flat in a ditch or low-lying area. If you are in a car or mobile home, get out immediately and head for safety.

Detailed instructions on how to prepare your family and home for a tornado are available at the Red Cross Internet site at www.redcross.org on their page titled: Disaster Safety . Also, in order to help citizens prepare for severe storms season, the city has prepared a resource book as well as other emergency preparedness brochures and information with a variety of handouts that contain tips and checklists for preparing for a storm event. A copy of this resource book is available at both City Hall and the Library.

Prepared and Approved for Release by John Helin, City Manager (422-1020)

ITEM NO. 12.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: City Council Items

ACTION: None

STAFF RECOMMENDATION: None

ITEM NO. 13.

**City Council Regular Agenda
Monday, March 12, 2012 – 7:30 p.m.**

Present & Vote	Harrington _____	Knight _____
	Cooper _____	Stephens _____
	Reeves _____	Freeman _____
	Haas _____	Shannon _____
	Mayor Vote on Planning Items _____	

MOTION: _____ **SECOND:** _____

AGENDA ITEM: Mayor's Report

ACTION: None

STAFF RECOMMENDATION: None

Report attached.

MAYOR'S REPORT – March 12, 2012

1. There was a light agenda at the February MARC Board meeting.
2. Greg Kindle was the speaker at the Chamber of Commerce meeting. He is the new Director of Wyandotte County Economic Development, Inc. He did a great job explaining economic development in Wyandotte County.
3. We held a ribbon cutting for This-N-That, the new antique store on Oak Street. Tom and Rodger attended the event.
4. I attended the KCK Chamber of Commerce Annual Meeting. It was hosted by the Hollywood Casino and was an excellent event. Incidentally, it was reported the casino exceeded expectations during the first three weeks of operations.
5. The Boy Scouts of America are having their annual financial drive. Bruce Coleman is Chairperson for the event. Yes, I'm on the committee and if anyone would like to contribute, please see me.
6. Congratulations to the Bonner Springs girls' basketball team for qualifying for the state tournament at Salina. A state championship would be great.
7. The Wyandotte-Johnson County Mayors toured the new Johnson County Crime lab during their monthly meeting.
8. Mayor-CEO Joe Reardon gave the state of the county report before the KCK Rotary Club on Tuesday. He pointed out the growth of the county and how we are benefitting from cooperation. Mayor McTaggart, Mayor Sly James of Kansas City, Mo. and I attended the event.
9. A ribbon-cutting was held on Wednesday for Pure Movement Integrated Health Center. Dr. Kelly Svitak, D.C. praised the help she received from Marcia in finding a location in Bonner Springs. Tom attended the event.