

CITY COUNCIL AGENDA
Monday, November 23, 2015

Workshop – 7:00 p.m.

WS-1 Sales Tax Election

WS-2 Review Fee Changes

Council Meeting – 7:30 p.m.

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

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. Minutes of the November 9, 2015 City Council Meeting
3. Claims for City Operations for November 23, 2015
4. Public Housing Authority Claims for November 23, 2015
5. Appointments to Boards & Commissions
6. Waste Management Industrial Waste & Disposal Services Agreement

REGULAR MEETING AGENDA

7. Rezoning Lot 2 Replat of Lot 3, Berkel Subdivision
8. Stormwater Repair Program Bid Approval
9. Bonner Springs Housing Authority Smoke Free Policy
10. City Manager's Report
11. City Council Items
12. 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, November 23, 2015

Life is Better in Bonner Springs

ITEM NO. WS-1

City Council Workshop Agenda Monday, November 23, 2015 – 7:00 p.m.

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

AGENDA ITEM: Sales Tax Election

NARRATIVE:

The enclosed memo discusses the sales tax extension.



City Council Staff Report Memorandum

Date: October 15, 2012
To: Mayor & City Council
Through: Sean Pederson, City Manager
From: Amber McCullough, City Clerk

Subject: Extending the Library Sales Tax

Recommendation:

1. The City Council reach consensus on a date for the mail in ballot election.
2. Discuss any projects the Council would like to see accomplished with the funding.

Background:

The sales tax to pay for the Library was approved by voters in 2006 and will sunset December 2016. The amount of the sales tax is one quarter percent (.25%) which is estimated to raise approximately \$467,500 per year. Council discussed extending the sales tax at the August 24, 2015 Council Meeting and reached consensus to have a mail in ballot election in the Spring to extend the sales tax for General Fund purposes.

Discussion:

Staff raised the idea of having an election to approve a sales tax extension for the .25% in sales tax that has been going to the Library. We would not be increasing the sales tax rate, but keeping it the same it has been for the past nine years. As a general tax, it would be indefinite and not sunset as our special sales taxes do, but that can be changed at any time in the future. The State allows us to levy a sales tax of up to 2% General and 1% Special. The City currently has a 1% General and .75% Special sales tax (including the current .25% Library sales tax which will expire in December 2016). A timeline for the election is attached based on an April 12, 2016 election date.

There are numerous projects the funds could be used. The changes that resulted from the recently completed pay plan have a significant effect on the General Fund. We also need to continue to improve the City's streets. We have been making headway on street improvements these past several years, but there is still much that needs to be done. Another consideration is that we will lose the revenue generated by the Ford dealership sometime in the next year when they move to their new location at Parallel Road and I-435 in KCK. The loss of that revenue will have a significant negative impact on our revenue for the General Fund.

Another thing to consider is the legislation that was approved this past year that caps our ability to raise property taxes without an election which is effective in 2018. Having the sales tax revenue will ease the issue of possibly not being able to raise the mill levy.

As for projects, these elections are typically easier to pass when they are tied to projects the community would like to see accomplished. An information sheet we have distributed to voters in the past is attached with updates relevant to this election. If there are specific projects you would like to see added, this is the opportunity to discuss those so we are able to add the information to the distribution.

Financial Impact:

In order for the sales tax rate to remain constant at 9.25%, the State requires the election to be complete prior to October 1, 2016. Based on discussion at this year's budget retreat, we budgeted \$10,500 for a mail in ballot election in 2016. If approved, the sales tax would generate approximately \$467,500 per year, based on estimated Library sales tax revenue.

One-Quarter Cent Sales Tax Question – April 12, 2016 General Election Information to Qualified Voters

The City of Bonner Springs sales tax rate is currently one and three-fourths (1.75%) percent. The Bonner Springs City Council approved the following question to be placed on the April 12 General Election ballot:

“Shall a City General Purpose Retailers’ Sales Tax in the amount of one-quarter of one percent (.25%) be levied in the City of Bonner Springs, Kansas, pursuant to the authority granted in K.S.A. 12-187, such new general purpose sales tax is a portion of the total sales tax of one and three-fourths percent (1.75%) retailers’ sales tax currently levied by the City, with such tax intended to be used to help finance capital improvements of the City. However, all or any portion of such revenue may be utilized for other purposes if such application is deemed appropriate by the Governing Body. Such levy of tax is to remain in effect for an indefinite period with collection to begin January 1, 2017 upon the expiration of the current City Public Library Special Purpose tax of one-quarter percent (.25%) established by Ordinance No. 2147. Yes or No.”

If the above question is approved by the qualified voters of Bonner Springs, the City Council will consider an ordinance adopting the one-quarter cent sales tax. Upon approval of the establishment of the sales tax, the total sales tax would remain the same at:

State of Kansas	6.5%
Wyandotte County	1.0%
Bonner Springs	1.75%
Total	9.25%

The proposed sales tax is projected to generate approximately \$467,500 annually to finance general operational needs of the City to provide an adequate level of public services. Sales tax is paid by residents and non-residents who purchase taxable items or services within the City. The proposed sales tax, if approved, would remain in effect for an indefinite period.

Sales Tax Charged by Other Kansas Cities

Perry, Willis	8.00%
Basehor, Emporia, Greensburg, Lansing	8.50%
Altamont, Baldwin City, Iola, Manhattan	8.75%
Baxter Springs, Edwardsville, Paxico, Hiawatha	9.00%
Kansas City, Kansas (not in special tax district)	9.125%
Kansas City, Kansas (Special Tax Districts)	9.225%-11.125%
Eudora, Louisburg, Paola, Parsons, Tonganoxie	9.25%
Mission, Shawnee	9.35%
DeSoto	9.475%
Coffeyville, Independence, Leavenworth, Neodesha	9.50%
Junction City	9.75%
Pomona	10.00%

Sales Tax Comparison - Value

If you purchase an item for \$100, you currently pay \$9.25 in sales tax. This amount would remain the same if the ballot proposal is passed. Residents having questions about the proposed on-quarter cent sales tax should contact the Finance Director or the City Clerk at 422-1020.

Milestone – Sales Tax Question to Replace the Library Sales Tax

Action	Date	Comment
Memo, draft ballot language and election timeline prepared and reviewed by staff	11/9/2015	
- Brief City Council on Timeline for election, -review ballot language -Determine date for election (prior to April 30) -Gain consensus on the issue	11/23/2015	Election for April 12, 2016
Ballot Language prepared, reviewed by attorney	11/24/2015	
Ballot language sent to election commissioner for review	11/30/2015	
Staff prepares public information material and news release for election	12/1/2015	
Public Information and news release shared with City Council, adjustments made to material based on their input	12/14/2015	
Information material mailed to residents?	1/11/2015	
News Release sent to newspaper, added to City website	1/11/2015	
84 days before the desired election date – deadline for the City of Bonner Springs to submit the written request for the election, accompanied with the approved resolution and ballot wording.	1/11/2016	
21 days before election date is the deadline for Bonner Springs to publish the first Notice of Election. Two Notices are required, published in consecutive weeks. The second notice is published 7 days after the first Notice, but no later than 14 days prior to the election date.	3/17/2016	
20 days prior to the election date, there is a mass mailing of ballots to active voters who are registered prior to 30 days before the election date. Voters who register 20 to 30 days prior to the election date must request a mail ballot.	3/24/2016	
On Election Day and shortly after 12 Noon, all ballots cast are tabulated to produce the unofficial results. Results become official after the meeting of the County Board of Canvassers. For elections held on Tuesday, the Board of Canvassers meets on the Monday following Election Day.	4/12/2016	
Council Accept Ordinance Declaring Sales Tax	5/9/2016	

ITEM NO. WS-2

City Council Workshop Agenda Monday, November 23, 2015 – 7:00 p.m.

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

AGENDA ITEM: Review Fee Changes

NARRATIVE:

Copy Fees - The current cost for copies is listed under Open Records Requests and is set at \$0.10 per page. This covers the cost for black and white copies, but color copies have an additional cost to the City. Staff recommends setting the cost for color copies at \$0.25 per page and keeping the cost for black and white copies at \$0.10.

Comprehensive (Master) Plan - The cost for the Comprehensive Plan is currently listed as \$0.20 per page with 122 pages. Staff recommends setting the fee for the Plan at a flat \$30. If a customer would like only a certain few pages, the normal copy fees would apply. The entire Plan is also available on the City's website, but we do occasionally receive requests for printed copies.

Parks and Recreation - The enclosed memo discusses fee recommendations for various programs.

Stormwater Utility Fee - Council reached consensus without opposition to move forward with a \$0.50 increase per month in Stormwater Utility Fees. The memo from the August 24, 2015 meeting is enclosed.



MEMO

Date: November 12, 2015
To: Mayor and City Council
Through: Sean Pederson, City Manager
From: Skip Dobbs, Director

Subject: Fee changes

Recommendation: The Parks Board and Recreation staff recommend the following fee changes:

- A. Approve a standard late fee of \$10 for all youth sports programs.
- B. Add program fee for Little Chefs - \$32 for residents and \$37 for non-residents.
- C. Add program fee for Safe Sitters - \$45 for residents and \$50 for non-residents.
- D. Provide a 10% discount when a session of youth camp is paid in advance.

Background:

- A. In order to make late fees consistent in all of our youth sports programs, the Parks Board and Staff recommends making all sports' late fees \$10, which is consistent with other area community youth sports programs with which we participate. Currently, staff charges \$10 for late fees, but the City's fee schedule doesn't have this fee listed for volleyball and soccer.
- B. Little Chefs is a fun cooking class for ages 9 & under and 10-12 years of age that is offered in the evenings. Staff offered the Little Chefs cooking classes this past year on a trial basis. The program has been successful with classes at or near capacity (8 per class) for each session. The class limit is based on the number of participants that can utilize the kitchen safely. Each session is 4 weeks in length.
- C. Safe Sitters is a class for participants 13 years of age and older to learn all aspects of babysitting from setting fees and bookkeeping to CPR and child safety. Staff offered Safe Sitter classes this past year on a trial basis. Staff recommends setting the fee for this program at \$45 for residents and \$50 for non-residents.
- D. The Camp Program consists of three summer camps or sessions (two are 4 weeks long, one is 3 weeks), a Winter Camp, and a Spring Break Camp. To encourage parents/guardians to pay in advance, a 10% discount has been given for advanced payment for an entire camp/session that is at least 3 weeks long. This practice has been implemented for approximately 4 years, but isn't in the fee schedule.

Discussion:

- A. This is a “house cleaning” measure since staff has been charging a \$10 late fee. Late fees for sports encourage parents to register their youth by the deadline so staff can get rosters and schedules created in a timely manner. The fee also covers the expense of special orders for uniforms.
- B. Little Chefs – Staff recommend the fee for this class to be set at \$32 for residents and \$37 for non-residents.
- C. Safe Sitters – Staff offered Safe Sitter classes this past year on a trial basis. Each class had 7 participants totaling 14 for the year. The instructor is Patty Nickell, who is certified by Safe Sitter, Inc. as an instructor.
- D. Advance payment serves the department in two ways; parents aren’t likely to change their mind about sending their child to camp if they have pre-paid and it provides a rough count of the number of kids that will be attending that camp. Parents like it because they don’t have to write checks or get cash out of a bank each week. It was brought to our attention that the department should get the discount (fee) approved by the City Council.

Financial Impact:

Standardizing the late fees for all sports will not have a financial impact on the sports budgets since the fees are already being implemented.

The new program fees for Safe Sitter and Little Chefs will not have an impact on the Programs Budget because both programs were run in 2015 and budgeted in the 2016. These programs are revenue neutral; expenditures do not exceed revenue.

The Camp discount will not affect revenue since it has been given in the past.

**CITY OF BONNER SPRINGS
MEMORANDUM**

DATE: August 17, 2015
TO: Mayor and City Council
THRU: City Manager *SPMS*
FROM: Public Works Director

SUBJECT: **Increase in Stormwater Utility Fee**

Recommendation

Approve an increase to the storm water utility fee of .50/month, which increases residential rate from \$2.50 to \$3.00 per month and commercial rate from \$5.00 to \$5.50 per month effective 1 January 2016.

Background

In April of 2008, the City enacted a Stormwater Utility Fee at a flat rate of \$2.50 per month for residential and \$5.00 per month for commercial properties. At that time, staff studied other cities and how they established their stormwater utilities. As a result, staff recommended the current rates in an effort to get the program started.

Attached is a Stormwater Utility Fact Sheet we used to initially create the fund.

Below is a table that compares the 2008 residential rates to the 2015 residential rates being charged by the same Cities previously studied in 2008:

	2008 Rate	2015 Rate	Increase
Shawnee	\$3.00	\$3.00	0
Lawrence	\$4.00	\$4.00	0
Olathe	\$3.75	\$5.55	\$1.80
Lenexa	\$2.50	\$9.00	\$6.50
Pittsburgh	\$2.97	\$3.78	\$.81
<i>Bonner Springs</i>	<i>\$2.50</i>	<i>\$3.00</i>	<i>\$.50 (Proposed)</i>

Discussion Since the inception of the stormwater utility seven years ago, there have been no increases in the fees. The City has completed several projects through the use of these funds mostly consisting of replacement of curb inlets, extension/replacement of existing pipes, and maintenance of the street sweeper.

Since 2008 construction costs have increased. While there will always be small projects to be completed, there are larger projects that need to be done such as the culvert under Garfield and the culvert under 137th Street. These larger projects will also require some amount of design engineering that will add to the overall project cost.

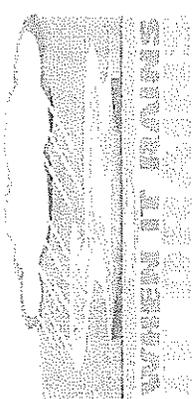
The City of Shawnee is requesting an .11cent per month increase as part of their 2016 budget which would bring their fee to \$3.11 per month. Their current stormwater utility annual revenue is 1.7 million dollars.

The City currently receives approximately \$90,000 annually in the Stormwater Utility fund. As projects increase in complexity and therefore costs, more funding will be needed to address larger stormwater issues.

Financial Impact

The recommended increase in fees will create additional revenue for the City of approximately \$16,626 annually for a total of \$106,626.00.

1 Attachment



**BONNER SPRINGS PROPOSES
TO CREATE A
STORMWATER UTILITY FEE**

December 2007

Dear Citizen,

As Bonner Springs continues to grow, more of our city which used to be open fields, wooded areas and agricultural sites is now covered by homes, businesses, roads, and parking lots. Those areas which at one time soaked up water from rains and snows now force that stormwater to find a creek, ditch, pond, or sewer line. Increases in development pose greater challenges to water quality, stormwater maintenance, and floodplain management. In order to address these issues, the city must find a new source of funds. As a result, the city is considering creating a stormwater utility. Since all improved property contributes to the problem of runoff, a utility fee is a fair and equitable method that shares the costs of stormwater systems among all property owners. We are interested in your feedback. You can write or e-mail your comments to the city at: City Hall, P.O. Box 38, Bonner Springs, KS or cityhall@bonnersprings.org. We will also hold a public meeting on January 14, 2008 at 6:00 pm. at city hall. Answers to frequently asked questions are contained in this flyer and on the city's web site www.bonnersprings.org

City of Bonner Springs

FREQUENTLY ASKED QUESTIONS

What is a stormwater utility fee?

The stormwater utility fee is a monthly charge applicable to all properties which contribute runoff to the stormwater drainage system. The utility fee is to stormwater like a sewer charge is to sewage, and a water charge is to drinking water. The utility is responsible for funding the management, construction, operation, and maintenance of the stormwater drainage system. That includes inlets, storm sewers, borrow ditches, detention facilities and floodplains. A stormwater utility generates revenue through utility fees, which are based upon the amount of stormwater runoff a particular property passes to the stormwater drainage system.

Why does the City of Bonner Springs need a stormwater utility fee?

Previously there were no dedicated funds for maintenance of stormwater facilities. All funds for needed repairs/improvements were taken from the General Fund. However, mandates from the Environmental Protection Agency (EPA) in the area of stormwater are causing the need for a continuous funding program for maintenance of the stormwater system. Bonner Springs is required to meet EPA stormwater quality requirements. A utility fee provides the most reliable, efficient, and equitable funding source needed to implement and maintain stormwater improvements, including detention facilities, floodplain maintenance, erosion control and required water quality programs.

Why not just use General Funds like before?

General Funds are collected mainly through property and sales taxes. There are certain tax-exempt properties that do not contribute to the General Fund, but do contribute to stormwater runoff. A stormwater utility fee is an equitable way for everyone that contributes to stormwater to contribute to mitigating the problems. Otherwise, the burden falls more heavily on taxpayers.

What will the charges be used for?

The following list is an example the types of projects targeted by the stormwater management program:

- Storm sewer system cleaning, maintenance, and repair.
- Construction of new storm sewers.
- Maintenance and repair of streets to reduce areas of standing water.
- Borrow and drainage ditch re-grading and maintenance.
- Education and public outreach regarding flooding and pollution.
- Regional detention ponds that might also be used for recreational purposes.
- Flood reduction programs.
- Improved water quality programs and educational outreach programs.
- Creek and floodplain maintenance.



City of Bonner Springs
205 E. Second, P.O. Box 38
Bonner Springs, KS 66012

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STORMWATER UTILITY FEE

FREQUENTLY ASKED QUESTIONS

Are other communities implementing stormwater drainage system service charges also?

Yes. Hundreds of communities nationwide are currently using stormwater utility fees as a method of funding stormwater programs. Below are just some of the cities in Kansas that have a utility fee:

- City of Shawnee: \$3.00 per month/residential
- City of Lawrence: \$4.00 per month/residential
- City of Olathe: \$3.75 per month/residential
- City of Lenexa: \$2.50 per month/residential
- City of Pittsburgh: \$2.97 per month/residential

How much will I pay?

The proposed stormwater utility fee for Bonner Springs would be:

- \$2.50 per month for residential and
- \$5.00 per month for non-residential properties.

Is this another tax?

No. This is a stormwater utility fee set up to pay specifically for the utility services provided by the City of Bonner Springs in relation to the stormwater system.

Why are churches and other tax-exempt properties charged?

The stormwater utility fee is based on how much the property contributes to the amount of stormwater runoff to the stormwater drainage system. The stormwater utility fee is a fee for service, not a tax. All properties must make an equitable contribution to stormwater system maintenance.

What is the single-family residential properties charge?

The Stormwater Management Ordinance establishes a stormwater utility fee on a per month basis. All single-family residential homes within the city limits of Bonner Springs are assessed a flat fee. The fee will appear on utility bills for residents already receiving city water, sanitary, or solid waste services. A separate bill will be created for properties not currently receiving a bill for other city services.

What is the non-single family residential properties charge?

Apartments, businesses, and industrial sites are examples of non-single family residential properties. These properties are evaluated at a non-residential customer rate. The utility fee will appear on utility bills for residents already receiving city water, sanitary, or solid waste services. A separate bill is created for properties not currently receiving a bill for other city services.

I live in a duplex, what will I be charged?

Each dwelling that receives a separate utility bill will be charged the residential property rate. If the landlord/owner pays the utilities, then the charge will appear on that bill.

If I don't have any drainage problems near my property and my property drains directly to the creek, why do I have to pay?

There may not be a specific stormwater drainage problem in your area or neighborhood, but the runoff from your property does contribute to the city's overall stormwater drainage system. This includes floodplain areas within the Spring Creek, Wolf Creek, Mission Creek, Kansas River tributaries. Floodplain maintenance, multi-use detention facilities, major bridges and culverts on arterial roads, and improved water quality within the creeks are examples of portions of the program which affect all citizens.

Hasn't the City always had creeks and storm sewers to maintain? Why are we being charged now?

Yes, the City has had storm sewers for a long time. However, EPA regulations that require a more stringent comprehensive approach to stormwater management became effective in March of 2003 for the City of Bonner Springs and cities and towns throughout our nation. The stormwater utility fee enables the city to

meet state and federal requirements on stormwater quality and to meet the responsibilities to manage the stormwater drainage system more closely, study the contents of the stormwater, seek out and eliminate illicit connections and illegal dumping, enforce codes, and educate the public on floodplain and stormwater issues.

Will the City repair drainage problems that are on my property now?

The City cannot legally perform maintenance or work on areas within private property. Private drainage problems between adjacent private property owners is still the responsibility of the property owners.

What happens if I don't pay my bill?

If you currently receive city utilities, you risk having these services stopped. In addition, the city could place a lien against your property or file civil charges to collect.

A public meeting on a new stormwater utility ordinance will be held:

January 14, 2008

at 6:00 PM, in City Hall.

The proposed effective date

for the utility fee will be

April 1, 2008.

ITEM NO. 1.

**City Council Regular Agenda
Monday, November 23, 2015 – 7:30 p.m.**

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

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

ACTION: None

STAFF RECOMMENDATION:

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

CONSENT AGENDA

The City Council will consider Consent Agenda items by one motion with no discussion unless the City Council, Staff or the audience requests removal of an item from the Consent Agenda. The City Council will consider an item removed from the Consent Agenda as the next item after their action on the Consent Agenda.

ITEM NO. 2.

**City Council Regular Agenda
Monday, November 23, 2015 – 7:30 p.m.**

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Minutes of the November 9, 2015 City Council Meeting

ACTION: Make a Motion to Approve the Minutes of the Regular Meeting Held on November 9, 2015

STAFF RECOMMENDATION: The City Clerk Recommends Approval

Enclosed are the minutes for approval.

City Council Minutes – Regular Meeting – Monday, November 9, 2015

The Bonner Springs City Council met in regular session at 7:30 p.m. on Monday, November 9, 2015.

Governing Body Present: Mayor Jeff Harrington; Councilmembers: Tom Stephens, George Cooper, Mark Kipp, Dani Gurley, Joe Peterson, Bob Reeves and Mike Thompson

Governing Body Absent: Councilmember Rodger Shannon

City Staff Present: Sean Pederson, City Manager; Amber McCullough, City Clerk; Matt Beets, Project Manager

The Mayor led the Pledge of Allegiance to the Flag of the United States of America.

Item No 1. – Proclamation Presentation Veteran’s Day – The Mayor presented a proclamation to Jim Jenkins and other members of the local VFW in observance of Veteran’s Day.

Item No. 2 – Proclamation Presentation Pancreatic Cancer Awareness – The Mayor presented a proclamation to Mallory Wetta with the Pancreatic Cancer Action Network.

Item No. 3 – Proclamation Presentation America Recycles Day - The Mayor presented a proclamation to the City Clerk in recognition of America Recycles Day.

Item No. 4 - Citizen Concerns About Items Not on Today’s Agenda – None Presented.

CONSENT AGENDA

The Mayor read the Consent Agenda Items 5 through 7 and asked the staff, audience or City Council if they wished to remove an item for separate consideration. No items were removed.

Item No. 5 – Minutes of the October 26, 2015 City Council Meeting – Presented for approval.

Item No. 6 – Claims for City Operations for November 9, 2015 - Presented for approval were the Supplement Claims in the amount of \$94,740.55 and Regular Claims in the amount of \$200,805.72.

Item No. 7 – Public Housing Authority Claims – November 9, 2015 – Presented for approval in the amount of \$3,353.82.

CONSENT AGENDA APPROVAL

Cooper made a Motion to Approve the Consent Agenda. Reeves seconded the motion and it carried on a vote of seven to zero.

REGULAR MEETING AGENDA

Item No. 8 – Public Housing Authority Utility Study – The City Manager presented:

➤The Department of Housing and Urban Development requires the PHA to annually review the utility allowances.

➤Zeffert and Associates conducted the utility allowance review and staff recommended changes based on the review to be effective January 1, 2016.

Stephens made a Motion to Approve a Resolution Setting the Utility Allowances for the Bonner Springs Public Housing Authority. Gurley seconded the motion and it carried on a vote of seven to zero. **Assigned Resolution No. 2015-09.**

Item No. 9 – Final Payment and Acceptance of Pavement Preservation Project - The Project Manager presented:

➤The contractor mobilized and chipsealed Pratt and 130th Street, Swartz and 132nd Street and completed all preservation work on October 23.

➤Staff authorized the contractor to use additional tack oil to seal the the full depth patches because of time restrictions due to cooler weather. The cost of the additional tack oil was included in Change Order No. 1.

Cooper made a Motion to Accept the 2015 Pavement Preservation Program at a Total Cost of \$79,520.34 and Approve a Change Order and Final Payment to Harbour Construction for the Amount of \$1,200.00. Reeves seconded the motion and it carried on a vote of seven to zero.

Item No. 10 – Final Payment and Acceptance of Concrete Repair Program - The Project Manager presented:

➤The City Council approved a contract with Phoenix Concrete in the amount of \$131,711.11. Actual quantities varied resulting in a decrease to \$19,733.09.

➤A two year maintenance bond will begin upon project acceptance.

➤Staff recommended the City Council approve the project.

➤Councilmembers asked staff to look at specific locations which may need street or sidewalk repairs.

Thompson made a Motion to Accept the 2015 Concrete Repair Program at a Total Cost of \$111,978.62, Approve a Change Order for a Decrease of \$19,733.09 and Final Payment to Phoenix Concrete for the Amount of \$11,197.86. Gurley seconded the motion and it carried on a vote of seven to zero.

Item No. 11 – City Manager’s Report – The City Manager reported:

- City offices will be closed on Wednesday, November 11 in honor of Veteran’s Day..
- Mayor Holland’s listening tour will be at Bonner Springs High School November 17 from 5:30 p.m. to 7:30 p.m. The Mayor is seeking residents’ input on usage of the STAR bond sales tax windfall.
- Invited everyone to the Candy Cane Christmas parade and tree lighting on December 1, 2015 at 6:30 p.m.
- He is glad to be here and appreciates getting to know everybody.

Item No. 12 – City Council Items –

- Stephens attended the K-32 Tri-City Corridor Study Advisory Committee project kick off meeting in Edwardsville last week. The Committee will hold a public meeting at the South Park building November 19 from 6:00 p.m. to 7:30 p.m.
- Cooper asked all the councilmembers to drive thirty miles per hour on City streets to evaluate the speed limits.
- Cooper wished everyone a Happy Veteran’s Day and recognized Councilmembers Reeves and Thompson for their service.
- Reeves stated 134th Street looks great and thanked staff for their efforts.

Item No. 13 – Mayor’s Report – The Mayor reported:

- Thanked the council for their support of proclamations
- Invited everyone to attend the Bonner Springs Business and Professional Women’s Organization seventy year anniversary celebration on November 10 at the First Christian Church from 6:30 p.m. to 8:00 p.m.
- Encouraged everyone in District 7 to attend Mayor Holland’s listening tour. The Mayor will attend and encourage funds be directed to infrastructure repair and improvement.
- Spoke with Mayors McTaggart and Holland at the monthly meeting.
- Participated in the Johnson/Wyandotte County Mayors’ Legislative Meeting.
- Invited everyone to the Candy Cane Christmas event.

The meeting adjourned at 8:14 p.m.

_____ Amber McCullough, City Clerk

ITEM NO. 3.

**City Council Regular Agenda
Monday, November 23, 2015 – 7:30 p.m.**

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Claims for City Operations for November 23, 2015

ACTION: Make a Motion to Approve the Claims for City Operations for November 23, 2015

STAFF RECOMMENDATION: The City Manager and City Clerk Recommend Approval

Enclosed are the Supplement Claims for City Operations in the amount of \$25,765.34 and the Regular Claims in the amount of \$107,321.94.

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

SUPPLEMENTAL CHECK REGISTER

Date: 11/18/2015

Time: 10:09 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							
128566	11/06/2015	Printed		7102	CENTRAL SECURITY GROUP-	SECURITY SYSTEM MONITORING	147.00
128567	11/06/2015	Printed		0144	CITY OF BONNER SPRINGS KS	SECURITY DEPOSITS APPLIED	425.00
128568	11/06/2015	Printed		7513	HSA BANK	PAYROLL DEDUCTIONS	670.00
128569	11/06/2015	Printed		0898	ICMA RETIREMENT CORPORATION	PAYROLL DEDUCTS/BENEFITS	2,695.22
128570	11/06/2015	Printed		2195	KANSAS PAYMENT CENTER	PAYROLL DEDUCTIONS	747.28
128571	11/06/2015	Printed		2014	KCPL	ELECTRIC SERVICE	144.54
128572	11/06/2015	Printed		9879	MAINSTREET CREDIT UNION	PAYROLL DEDUCTIONS	2,687.82
128573	11/06/2015	Printed		7057	MIZE HOUSER & COMPANY P.A.	EMPLOYER COMPLIANCE WORKSHOP	50.00
128574	11/06/2015	Printed		7530	WASTE MANAGEMENT OF MISSOURI	LANDFILL CHARGES 9/1-10/15	6,372.02
128575	11/06/2015	Printed		3790	WESTAR ENERGY	ELECTRIC SERVICE	11,826.46
Total Checks: 10						Checks Total (excluding void checks):	25,765.34
Total Payments: 10						Bank Total (excluding void checks):	25,765.34
Total Payments: 10						Grand Total (excluding void checks):	25,765.34

Check Register Report

CHECK REGISTER

Date: 11/18/2015

Time: 12:31 pm

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							
128576	11/17/2015	Printed		0015	A-1 SEWER & SEPTIC SVC INC	VACUUM DRY PIT FLOODING-WWTP	180.00
128577	11/17/2015	Printed		9828	ABC TIRE, LLC	DISPOSAL OF 32 TIRES-PW	84.00
128578	11/17/2015	Printed		7398	LISA ADAIR	RENTAL DEPOSIT REFUND	100.00
128579	11/17/2015	Printed		3169	AKAWAM	COFFEE SERVICE-UT & PW	110.28
128580	11/17/2015	Printed		3562	ALAMAR	UNIFORMS-PD	2,277.13
128581	11/17/2015	Printed		0402	ALDEN-HARRINGTON FUNERAL HOME	BOUQUET & PLANT-HELIN & KIPP	78.00
128582	11/17/2015	Printed		6409	ANTHONY CONSTRUCTION	RIVERVIEW WATERLINE INSPECTION	4,924.33
128583	11/17/2015	Printed		6000	APAC	GRAVEL-UT	978.23
128584	11/17/2015	Printed		5184	AT & T MOBILITY	MOBILE PHONE SERVICE	2,700.30
128585	11/17/2015	Printed		0173	ATHCO	FABRIC F/UMBRELLAS-POOL	4,510.00
128586	11/17/2015	Printed		2470	ATMOS ENERGY	GAS SERVICE	950.70
128587	11/17/2015	Printed		9842	AUTOZONE	VEH MAINT/REPAIRS-PW	4.29
128588	11/17/2015	Printed		9975	KENNEDY BACON	VOLLEYBALL REFEREE FEES	90.00
128589	11/17/2015	Printed		2129	BARTLETT & WEST INC	ENGINEERING REPORT F/TANK MIXR	1,494.00
128590	11/17/2015	Printed		2849	BOCKYN LLC	RECREATION SOFTWARE FEES	150.00
128591	11/17/2015	Printed		4172	BOUND TREE MEDICAL	MEDICAL SUPPLIES-EMS	544.24
128592	11/17/2015	Printed		2733	CHRIS BRAKE	IIML CONFERENCE EXPENSE-CC	218.64
128593	11/17/2015	Printed		7279	KARLY BRUNGARDT	VOLLEYBALL REFEREE FEES	75.00
128594	11/17/2015	Printed		4743	BSN SPORTS, INC	RUBBER STOPPERS F/BLEACHERS	39.92
128595	11/17/2015	Printed		7466	CDI INDUSTRIAL AND MECHANICAL	REWASH/RINSE LINE REPLACE-WTP	3,833.64
128596	11/17/2015	Printed		0222	CONRAD FIRE EQUIPMENT INC	VEH MAINT/REPAIRS-FIRE	1,946.52
128597	11/17/2015	Printed		6683	KENNETH RAY CROSBY	BUILDING INSPECTION-PD	165.00
128598	11/17/2015	Printed		4383	CUMMINS CENTRAL POWER LLC	GENERATOR REPAIR-FIRE	1,451.16
128599	11/17/2015	Printed		0238	DEFFENBAUGH DISPOSAL SERVICE	DUMPSTER CHARGES	97.00
128600	11/17/2015	Printed		5254	DEGOLER PHARMACY	POISON IVY MEDICATION-UT	42.62
128601	11/17/2015	Printed		1438	DIAMOND MANUFACTURING INC	BADGES (8) - FIRE	370.08
128602	11/17/2015	Printed		7360	DSG EQUIPMENT & SUPPLIES INC	SOAP F/HOTSY HOT WASH-PW,UT,PR	422.05
128603	11/17/2015	Printed		3845	ED ROEHR SAFETY PRODUCTS	AIR CARTRIDGES-PD	483.39
128604	11/17/2015	Printed		5516	EXECUTIVE MARKETING PROMOTIONS	REC PROGRAM UNIFORM&BANNERS	1,922.60
128605	11/17/2015	Printed		2621	EXPRESS WASH AMERICA LLC	CAR WASHES-PD	140.00
128606	11/17/2015	Printed		4736	FASTENAL	BOLTS F/LIFT STATION-WWTP	76.02
128607	11/17/2015	Printed		4342	FELDMANS	UNIFORM,WEED KILLER,OIL-UT,P&R	547.47
128608	11/17/2015	Printed		7535	BRENDA FRANKLIN	RENTAL DEPOSIT REFUND	50.00
128609	11/17/2015	Printed		1942	GRASS PAD INC	IRONWARE TREE SCULPTURE&STRAW	365.90
128610	11/17/2015	Printed		7383	GREAT PLAINS SOCIETY FOR	ANIMAL SHELTER EXPENSE	315.00
128611	11/17/2015	Printed		0021	HACH COMPANY	PLANT MAINT SUPPLIES-UT	307.00
128612	11/17/2015	Printed		2430	HAMBLIN PETROLEUM	MOTOR FUEL	7,909.44
128613	11/17/2015	Printed		1353	HAMPEL OIL INC	OIL F/PUMP-WW	94.01
128614	11/17/2015	Printed		0804	HARBOUR CONSTRUCTION INC	PAVEMENT PRESERVATION PROGRAM	1,200.00
128615	11/17/2015	Printed		1089	HAWKINS, INC	CHEMICALS,VACUUM REGULATOR-UT	2,028.14
128616	11/17/2015	Printed		4275	HAYNES EQUIPMENT CO INC	GRINDER PUMP REPL & MAINT-UT	3,076.92
128617	11/17/2015	Printed		2813	HD SUPPLY WATERWORKS LTD	DISTRIBUTION PARTS&EQUIP MAINT	2,585.29
128618	11/17/2015	Printed		7532	ROCHELLE HECK	RENTAL DEPOSIT REFUND	100.00
128619	11/17/2015	Printed		7242	HELGET GAS PRODUCTS INC	OXYGEN- EMS	138.86
128620	11/17/2015	Printed		4587	EDWARD WAYNE HICKMAN	COLLECTION MAINT SUPPLIES-UT	275.00
128621	11/17/2015	Printed		0072	J P COOKE CO	ANIMAL LICENSE TAGS-CITY CLERK	72.60

Check Register Report

CHECK REGISTER

Date: 11/18/2015

Time: 12:31 pm

Bonner Springs City Hall

BANK: UNION BANK & TRUST

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK & TRUST Checks							
128622	11/17/2015	Printed		3108	JC COMMUNICATIONS BEST	AFTER HRS ANSWERING SVC	83.00
128623	11/17/2015	Printed		5902	JC'S SPEEDY LUBE	VEHICLE MAINT-UT	98.33
128624	11/17/2015	Printed		0359	JIMS LOCK & SAFE SERVICE	LOCK REPAIRS&LEVERS INSTALLED	855.00
128625	11/17/2015	Printed		6800	KACP	PREHIRING TESTS & GUIDES-PD	1,335.00
128626	11/17/2015	Printed		0400	KANSAS CITY PETERBILT	VEHICLE MAINT/REPAIRS-FIRE	278.16
128627	11/17/2015	Printed		5308	KANSAS ONE-CALL SYSTEM, INC	LOCATE FEES/OCTOBER 2015	100.00
128628	11/17/2015	Printed		2014	KCPL	ELECTRIC SERVICE	540.79
128629	11/17/2015	Printed		7531	MARIA KRUG	REC PROGRAM REFUND	45.00
128630	11/17/2015	Printed		0852	LANMAN INCORPORATED	COMPUTER SVC/MAINT	700.00
128631	11/17/2015	Printed		2419	LARUE DISTRIBUTING INC	COFFEE & SUPPLIES-PD	188.02
128632	11/17/2015	Printed		2128	LAS CORP	TIRE REPAIR-PD	20.28
128633	11/17/2015	Printed		3030	LEAGUE OF KANSAS MUNICIPALITIES	KS LOCAL GOV LAW BOOK-CM	204.95
128634	11/17/2015	Printed		1836	LOWE'S CREDIT SERVICES	NEW LIGHTS & LIGHT BULBS	203.31
128635	11/17/2015	Printed		4478	MADDEN PREPRINT MEDIA	AD F/KS OFFICIAL TRAVEL GUIDE	1,708.50
128636	11/17/2015	Printed		9817	MEDASSURE HEARTLAND, LLC	MEDICAL WASTE DISPOSAL-EMS	74.26
128637	11/17/2015	Printed		6137	METRO COURIER INC	DELIVERY CHARGES-UT	27.48
128638	11/17/2015	Printed		3759	MIDWEST BUS SALES INC	BUS MAINT/REPAIRS-TIBLOW	115.50
128639	11/17/2015	Printed		3443	WES MILLS	NAME & PHOTO PLATE-CM	40.00
128640	11/17/2015	Printed		6849	MJV-A LLC	UNIFORM CLEANING-PD	312.00
128641	11/17/2015	Printed		2826	SUSAN MUCKENTHALER	TRANSCRIPTION SERVICES-PD	135.60
128642	11/17/2015	Printed		2933	EMILY NELSON	VOLLEYBALL REFEREE FEES	150.00
128643	11/17/2015	Printed		7467	NEW WORLD SYSTEMS CORPORATION	RECORDS MANAGEMENT	3,070.00
128644	11/17/2015	Printed		6244	NEXTEL	WIRELESS CARDS-PD	43.27
128645	11/17/2015	Void	11/17/2015			Void Check	0.00
128646	11/17/2015	Void	11/17/2015			Void Check	0.00
128647	11/17/2015	Printed		6709	NUTS & BOLTS	ELECTRICAL,STAIN,PAINTING SUPP	511.93
128648	11/17/2015	Void	11/17/2015			Void Check	0.00
128649	11/17/2015	Printed		0947	O'REILLY AUTO STORES INC	VEH & EQUIP MAINT SUPPLIES	253.30
128650	11/17/2015	Printed		5261	OLATHE DODGE	VEH MAINT/REPAIRS-PD	304.81
128651	11/17/2015	Printed		2126	OMNI SVC GROUP LLC	OCTOBER AMB BILLING	1,011.54
128652	11/17/2015	Printed		3393	PACE ANALYTICAL	LAB TESTING F/WWTP	380.00
128653	11/17/2015	Printed		7012	PAUL PETERSON	VEHICLE MAINT/REPAIRS-PD	1,971.15
128654	11/17/2015	Printed		7493	PHOENIX CONCRETE & UNDERGROUND	CONCRETE PROGRAM	11,197.86
128655	11/17/2015	Printed		2290	PMSI	PAVEMENT PAINT&CRACK SEAL SUPP	805.30
128656	11/17/2015	Printed		5217	JOSEPH G POLLARD CO INC	REPLACE DRYWELL SUMP PUMP-UT	509.95
128657	11/17/2015	Printed		6374	POLYDYNE INC	POLYMER F/ BELT FILTER-UT	2,677.50
128658	11/17/2015	Printed		7022	POSTMASTER	POSTAGE F/SMOKE TEST NOTICE	154.35
128659	11/17/2015	Printed		0904	PREDATOR TERMITE & PEST CONTRL	MOWING	570.00
128660	11/17/2015	Printed		2838	PREMIER AUTOMOTIVE OF BS KS	VEH CUP HOLDER REPLACED-UT	128.88
128661	11/17/2015	Printed		0738	PROSE	DESK-WW	100.00
128662	11/17/2015	Printed		0646	PUSHWATER ENTERPRISES INC	BUS. CARDS,ENVELOPES,FLYERS	1,053.27
128663	11/17/2015	Printed		5302	R E PEDROTTI CO INC	LIFT STATION TELEMETRY UPGRADE	14,436.00
128664	11/17/2015	Printed		7533	RETAIL ACQUISITION&DEVELOPMNT	BATTERIES-PD	75.57
128665	11/17/2015	Printed		1811	RICOH USA, INC.	COPIER LEASES	258.67
128666	11/17/2015	Printed		3714	SAMS CLUB DIRECT	CUSTODIAL SUPP,CANDY,SOFTENER	967.04
128667	11/17/2015	Printed		1727	ALEXIS SECHRIST	VOLLEYBALL REFEREE FEES	75.00
128668	11/17/2015	Printed		8441	SHAWNEE COPY CENTER	NEWSLETTER & CALENDAR-SC	170.00
128669	11/17/2015	Printed		2927	SHRED-IT US JV LLC	SHREDDING SERVICE-EMS	45.80
128670	11/17/2015	Printed		9993	SOUTHEASTERN EMERGENCY	UNIFORM HATS-EMS	300.00

Check Register Report

CHECK REGISTER

Date: 11/18/2015

Time: 12:31 pm

Page: 3

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							
128671	11/17/2015	Printed		7534	MARVA SPROULES	RENTAL DEPOSIT REFUND	150.00
128672	11/17/2015	Printed		6081	STAPLES ADVANTAGE	OFFICE CHAIR,KEYBOARD,CALENDAR	505.90
128673	11/17/2015	Printed		4260	STURGIS MATERIALS INC	CAPSTONE F/DIRECTORY WALL-CEMT	395.00
128674	11/17/2015	Printed		5824	ULINE	WORK STOOL -P&R	242.89
128675	11/17/2015	Printed		7438	ULTRAMAX	BOLT CONVERSION KIT-CM	493.49
128676	11/17/2015	Printed		3585	UNIFIED GOVERNMENT TREASURER	FOOD PERMIT F/POOL	40.00
128677	11/17/2015	Printed		3736	UNIFIED TREASURER	PRISONER CARE-PD	4,030.25
128678	11/17/2015	Printed		6819	UNIFIRST COPORATION	UNIFORM,RUG RENTAL-PW,UTIL	336.46
128679	11/17/2015	Printed		0712	W W GRAINGER	PLANT MAINT SUPPLIES-UT	19.42
128680	11/17/2015	Printed		2845	WATTS UP	BULBS,BATTERIES,BALLAST-PW	468.49
128681	11/17/2015	Printed		3790	WESTAR ENERGY	ELECTRIC SERVICE	1,723.00
128682	11/17/2015	Printed		4353	THE WORLD COMPANY	TREASURER REPORT,ORDINANCES,AD	1,105.90

Total Checks: 107	Checks Total (excluding void checks): 107,321.94
Total Payments: 107	Bank Total (excluding void checks): 107,321.94
Total Payments: 107	Grand Total (excluding void checks): 107,321.94

ITEM NO. 4.

**City Council Regular Agenda
Monday, November 23, 2015 – 7:30 p.m.**

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Public Housing Authority Claims for November 23, 2015

ACTION: Make a Motion to Approve the Public Housing Authority Claims for November 23, 2015

STAFF RECOMMENDATION: The City Manager and Finance Director Recommend Approval

Enclosed are the Claims in the amount of \$14,488.71.

Check Register Report

PUBLIC HOUSING CHECK REGISTER

Date: 11/18/2015

Time: 9:47 am

Page: 1

Bonner Springs City Hall

BANK: UNION BANK & TRUST-PHA

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK & TRUST-PHA Checks							
97289	11/18/2015	Printed		P325	P A GREEN WAY HOME	CLEAN AFTER TENANT MOVE	372.00
97290	11/18/2015	Printed		P319	P CHRISTA GUMM	SECURITY DEPOSIT REFUND	69.83
97291	11/18/2015	Printed		P655	P CINTAS FAS LOCKBOX 636525	FIRE EXTINGUISHER	321.47
97292	11/18/2015	Void	11/18/2015			INSPECTIONS	0.00
97293	11/18/2015	Printed		P506	P CITY OF BONNER SPGS	Void Check	12,699.60
97294	11/18/2015	Printed		P540	P DEFFENBAUGH DISPOSAL	REIMB WAGES/BENEFITS/UTIL	526.54
97295	11/18/2015	Printed		P580	P DENNIS HUNT	REFUSE SERVICE	125.00
97296	11/18/2015	Void	11/18/2015			PLUMBING REPAIRS- 1 UNIT	0.00
97297	11/18/2015	Printed		P800	P NUTS & BOLTS	Void Check	165.68
97298	11/18/2015	Printed		P753	P RICOH USA, INC	PLUMBING & MAINT SUPPLIES	208.59
						COPIER LEASE	208.59
Total Checks: 10						Checks Total (excluding void checks):	14,488.71
Total Payments: 10						Bank Total (excluding void checks):	14,488.71
Total Payments: 10						Grand Total (excluding void checks):	14,488.71

ITEM NO. 5.

**City Council Regular Agenda
Monday, November 23, 2015 – 7:30 p.m.**

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Appointments to Boards & Commissions

ACTION: Make a Motion to Approve Appointments to Boards & Commissions

STAFF RECOMMENDATION: The Mayor Recommends Approval

Parks & Recreation Advisory Board - Reappoint Angie Thomas & Jason Schram to additional three year terms to expire December 2018. Their current terms expire December 2015 and their bio forms are on file in the City Clerk's Office.

ITEM NO. 6.

**City Council Regular Agenda
Monday, November 23, 2015 – 7:30 p.m.**

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Waste Management Industrial Waste & Disposal Services Agreement

ACTION: Make a Motion to Allow Staff to Sign a 36 Month Agreement with Waste Management for Municipal Sludge Disposal

STAFF RECOMMENDATION: The City Manager, City Clerk, Finance Director and Utilities Director Recommend Approval

Waste Management recently purchased the Johnson County Landfill which is where we haul municipal sludge from the Wastewater Treatment Facility. In order to continue to haul the sludge to the landfill, Waste Management requires a signed agreement from the City.

The cost of the service will remain the same as we have been paying at \$49.00 per ton. After the initial contract period of three years, the contract renews automatically in twelve month periods unless either party provides written notice 90 days prior to the end of the existing term.



INDUSTRIAL WASTE & DISPOSAL SERVICES AGREEMENT

Exhibit A

CUSTOMER INFORMATION
City of Bonner Springs
PO Box 38
Bonner Springs, KS 66012
Contact Name: Jeffery Johnson
Contact Phone: 913-207-3609

GENERATOR INFORMATION (If different from Customer Information)
Bonner Springs WWTP
12021 Kaw Dr
Bonner Springs, KS 66012

PROFILE NUMBER: 151611KS
DISPOSAL FACILITY: Johnson County Landfill
PROFILE EXPIRATION DATE: 11/19/2016
PO NUMBER:

Service Information	Material / Ticket Description	Anticipated Volume	Rate / UOM / Minimum
Disposal	Municipal Sludge	1500 Ton	\$49.00/Ton (Min: 2.0 Tons)
Profile Fee	WAIVED		
Tax	WAIVED		
Fuel&Envir	WAIVED		
RCR	RCR Fee - WAIVED		
Digout (frozen load): \$50.00/load (\$300/load with excavator) Roll-off storage at WM facility: \$20/day		Washout Fee: \$300.00/load Plus \$0.30/gallon with a \$75.00 minimum charge Manifests / ITR: \$1.00/form	Certificate of Burial / Destruction: \$25.00/each event Special Handling / Burial: TBD by rep - minimum \$195.00/load
Containers provided by WM:	Quantity:	Size:	Quantity: Size:
Additional Information/Special Handling:	<ul style="list-style-type: none"> - Acceptance of waste is contingent upon the completion, submittal and approval of special waste profile sheet, required analytical, Industrial Waste & Disposal Services Agreement (ISA), and Exhibit A. All loads must be manifested. Confirmation will be sent to customer upon approval to ship into designated facility. - Prices quoted herein are valid for 60 days from Wednesday, November 18, 2015 unless Waste Management is hired for this project prior to the expiration of this 60 day period in which case pricing remains valid in accordance with the terms of the Service Agreement - The fuel surcharge percentage can fluctuate on a weekly basis; www.wm.com provides the current Fuel Surcharge and DOE average. The actual percentage rate applied to the total project invoice will be determined the week that the invoice is generated. - If Waste Management (or a Waste Management contracted hauler) is NOT providing the transportation services, you must ensure that the transporter is licensed and approved to haul the Special Waste or Hazardous Waste. - Please see profile approval form for special handling instructions. 		

THE WORK CONTEMPLATED BY THIS EXHIBIT A IS TO BE DONE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE INDUSTRIAL SERVICES AGREEMENT OR OTHER CONTRACTUAL AGREEMENT BETWEEN THE PARTIES DATED: _____

COMPANY Waste Management of , Inc.

By: _____ Date _____
 Name: Karla Scarce
 Title: Technical Service Representative
 (800)WMDisposal or (800) 963-4776

CUSTOMER City of Bonner Springs

Signature: _____ Date _____
 Name: _____
 Title: _____



INDUSTRIAL WASTE SERVICES & DISPOSAL AGREEMENT

COMPANY: Waste Management
A WASTE MANAGEMENT COMPANY

CUSTOMER: _____

Name: Karla Scarce _____
Date

Name: _____
Date

Title: TSR _____

Title: _____

Initial Term: 36 months

Effective Date of Agreement: _____

This Industrial Waste & Disposal Services Agreement, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

TERMS AND CONDITIONS

1. SERVICES PROVIDED. The Company will provide Customer with collection, management, transportation, disposal, treatment, and recycling services ("Services") for Customer's non-hazardous solid waste, special waste, and/or hazardous waste (collectively "Industrial Waste") as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets. **Solid Waste** means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. **Special Waste** includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/decharacterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, provincial or local laws or regulations. **Hazardous Waste** means any toxic or radioactive substances, as such terms are defined by applicable federal, state, provincial or local laws or regulations. All Industrial Waste that is generated, handled and/or collected by Customer shall be managed exclusively by Company during the term of this Agreement. When Company handles special or hazardous waste for Customer, Customer will provide Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all special or hazardous waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by Company, Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations. Tender of delivery shall be considered nonconforming if not in accordance with this Paragraph.

ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste.

2. CUSTOMER WARRANTIES. Customer hereby represents and warrants that all waste material delivered by Customer to Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. "Nonconforming Waste" means: (a) non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (b) waste that is not in conformance with the description of the waste in Exhibit A, the Confirmation Letter(s) or the Profile Sheet incorporated herein; (c) waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the Profile Sheet or Confirmation Letter; or (d) waste that is prohibited from being received, managed or disposed of at the designated disposal facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition. Customer (including its subcontractors) represents and warrants that it will comply with all applicable laws,

3. TERM OF AGREEMENT; RIGHT OF FIRST REFUSAL. The Initial Term of this Agreement shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Service provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Service is completed. Customer grants to Company a right of first refusal to match any offer which Customer receives or intends to make after the completion of any Term of this Agreement relating to any services provided hereunder and further agrees to give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

4. INSPECTION; REJECTION OF WASTE. Title to and liability for Nonconforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

5. SPECIAL HANDLING; TITLE. If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

6. COMPANY WARRANTIES. Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state

and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

7. LIMITED LICENSE TO ENTER. When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of off-loading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

8. CHARGES AND PAYMENTS. Customer shall pay the rates set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. The rates may be adjusted by Company to account for: any increase in or to recoup all or any portion of, disposal, transportation, fuel or environmental compliance fees or costs; any change in the composition of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. All rate adjustments as provided above and in Paragraph 5 shall take effect upon notification from Company to Customer. Customer shall pay the rates in full within 30 days of invoice date. Customer shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of 2.5% per month or, if less, the maximum rate allowed by law.

9. INDEMNIFICATION. The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorneys fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Waste Management, provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorneys fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

10. UNCONTROLLABLE CIRCUMSTANCES. Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit

changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

11. ASSIGNMENT. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

12. ENTIRE AGREEMENT. This Agreement represents the entire understanding and agreement between the parties relating to the management of waste and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement between the parties shall govern over any inconsistent terms herein.

13. TERMINATION; LIQUIDATED DAMAGES. Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of any Initial or Renewal Term for any reason other than as provided herein, or in the event Company terminates this Agreement for Customer's Default, liquidated damages in addition to the Company's legal fees shall be paid and calculated as follows: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at common law.

14. MISCELLANEOUS. (a) The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorneys fees, court costs or handling fees for returned checks from Customer; (b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

Agreed & Accepted

COMPANY

Signed: _____

Authorized Signatory

CUSTOMER

Signed: _____

Authorized Signatory

ACTION FOR CONSENT AGENDA

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

- 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. 7.

**City Council Regular Agenda
Monday, November 23, 2015 – 7:30 p.m.**

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Rezoning Lot 2 Replat of Lot 3, Berkel Subdivision

ACTION: Make a Motion to Approve an Ordinance to Rezone Lot 2 Replat of Lot 3, Berkel Subdivision, from R-3, Multi-Family Residential to A-1, Agricultural District.

STAFF RECOMMENDATION: The City Manager, Planning Director and Planning Commission Recommend Approval

The enclosed staff report explains the background and recommendation for the rezoning.

To: Mayor and City Council
 Thru: Sean Pederson, City Manager
 From: Don E. Slone, AICP, CFM, Planning Director – Floodplain Manager
 Subject: **Rezoning: BSZ-131: “Lot 2 Replat of Lot 3, Berkel Subdivision”**

Recommendation:

The Planning Commission, by unanimous vote, recommends approval of an ordinance to rezone 9.56 acres from R-3, Multi-Family Residential District to A-1, Agricultural District for Lot 2 Replat of Lot 3, Berkel Subdivision based upon the Staff Findings presented below and to forward it to the Governing Body with a recommendation for approval. If approved by the Governing Body and subject to all fees being paid, the Planning Director will amend the Official Zoning Map to reflect this change in zoning.

Exhibits: Rezoning Exhibit, Official Zoning Map; GIS Map, Ordinance No. 1370, Applicant’s Letter with Exhibit and adopting Ordinance.

Background:

This request is to amend the zoning classification to allow for the construction of a new single-family residence and barn. The original zoning classification for the subject property was both A-1, Agricultural District and I-2, Heavy Industrial District amended to Community Unit Plan District (R-P) approved under Ordinance No. 1370 on October 15, 1984 (attached). The Community Unit Plan District was later changed to R-3, Multi-Family Residential District. The proposed apartment development was never initiated due to the requirement for sewer and water extensions to support the increased density. As of this date, the only change to the utilities was a waterline upgrade from a 2” to a 6” in early 2000.

Discussion:

Staff presented the following information to the Planning Commission including an Excerpt of the Minutes and Exhibits from the October 27, 2015 Public Hearing by the Planning Commission:

REZONING: “LOT 2 REPLAT OF LOT 3, BERKEL SUBDIVISION”

Case No.: BSZ-131
Applicant: Kristopher Davis
Owners: Kristopher and Lindsay Davis
Location: 14100 Woodend Road (Lot 2 Replat of Lot 3, Berkel Subdivision)
Tract Size: 9.56 acres
Zoning: R-3, Multi-Family Residential District
Land Use Designation: Low-Density Residential

General Information:

Current Zoning and Land Use: R-3 (Multi-Family Residential District) vacant, agricultural uses;
 Surrounding Zoning and Land Use: A-1 (Agricultural District) to the east and south with agricultural uses and with single-family residences; and
 I-2 (Heavy Industrial District) to the north and west with Berkel & Company, Atmos Energy and Mid States Propane.

Staff Findings:

- I. **CHARACTER OF THE NEIGHBORHOOD** – The surrounding neighborhood remains rural and has not developed as anticipated with the zoning change on October 15, 1984. That change in zoning was from A-1, Agricultural District and I-2, Heavy Industrial District to RP, Community Unit Planned District. The Community Unit Planned District was later changed to R-3, Multi-Family Residential District. The abutting property to the north and west are industrial uses that are buffered by the creek and overhead Westar Energy powerlines. The abutting properties to the east and south remain agricultural in use with rural residences.
- **Staff Finding** – The surrounding neighborhood remains rural and has not developed as anticipated with the zoning change from A-1, Agricultural District and I-2, Heavy Industrial District to RP, Community Unit Planned District. The abutting properties to the east and south remain agricultural in use with rural residences.
- II. **ZONING AND USES OF PROPERTY NEARBY** – The zoning and uses of the nearby properties are listed above under General Information.
- **Staff Finding** – The zoning and uses of the nearby properties are listed above under General Information.
- III. **SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED** – The property is currently vacant and under the current R-3, Multi-Family Residential District zoning, single-family residential uses are not allowed. The proposed use is allowed if the change in zoning to A-1, Agricultural District is approved. The change in zoning of the subject property to its original zoning would be consistent with the abutting agricultural zoning to the east and south.
- **Staff Finding** – The property is currently vacant and under the current R-3, Multi-Family Residential District zoning, single-family residential uses are not allowed. The change in zoning of the subject property to its original zoning would be consistent with the abutting agricultural zoning to the east and south.
- IV. **EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY** – The surrounding area is primarily agricultural in nature, therefore the change in zoning will not detrimentally effect nearby properties.
- **Staff Finding** – The surrounding area is primarily agricultural in nature, therefore the change in zoning will not detrimentally effect nearby properties.
- V. **LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED** – The subject property never developed as proposed in 1984 and has remained vacant since that time.
- **Staff Finding** – The subject property never developed as proposed in 1984 and has remained vacant since that time.
- VI. **RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE PETITIONER'S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL LANDOWNERS** – Denial of this application would not destroy the value of the petitioner's property as it could continue being used for agricultural purposes. In staff's opinion, there is no measurable benefit to the public health, safety and welfare to deny this application.
- **Staff Finding** – Denial of this application would not destroy the value of the petitioner's property as it could continue being used for agricultural purposes.

VII. **AVAILABILITY AND ADEQUACY OF REQUIRED UTILITIES AND SERVICES TO SERVE THE PROPOSED USE** – City water service is available from a 6” waterline located within the 10’ platted Utility Easement. Both electric and phone service is also available to the site. An On-Site Wastewater System (OWTS) is required to be issued by the Wyandotte County Health Department.

- **Staff Finding** – City water service is available from a 6” waterline located within the 10’ platted Utility Easement.

VIII. **CONFORMANCE WITH THE COMPREHENSIVE PLAN** – This property currently has a Low-Density Residential land use designation. The requested change in zoning will be in conformance with the Comprehensive Plan.

- **Staff Finding** – This property currently has a Low-Density Residential land use designation. The requested change in zoning will be in conformance with the Comprehensive Plan.

IX. **PROFESSIONAL STAFF RECOMMENDATION**

Staff recommends approval of the request to rezone 9.56 acres from R-3, Multi-Family Residential District to A-1, Agricultural District based upon the Staff Findings presented above and to forward it to the Governing Body with a recommendation for approval.

Excerpt of the Minutes from the October 27, 2015 Public Hearing by the Planning Commission:

Chairman Parks introduced **Item No. 4: Rezoning: BSZ-131: “Lot 2 Replat of Lot 3, Berkel Subdivision”** A request to rezone 9.56 acres from R-3, Multi-Family Residential District to A-1, Agricultural District classification. Requested by Kristopher Davis, property owner of record. This request is to change the current zoning classification to allow for the construction of a new single-family residence and barn on Lot 2 Replat of Lot 3, Berkel Subdivision located at 14100 Woodend Road.

Chairman Parks opened the public hearing at 7:04 p.m. and asked for Staff Presentation. The Planning Director presented the case including the background dating back to 1984 with a Staff Recommendation to approve this item as listed in the Staff Report. The Planning Director also stated that this is a “down-zoning” back to its original A-1, Agricultural District zoning in 1984. The Planning Director stated that the applicant is present to answer any questions.

Chairman Parks asked if the applicant would like to address the Planning Commission. **Kristopher Davis** stated that he is in agreement with Staff’s Recommendation as listed in the Staff Report and would be glad to answer any questions.

Chairman Parks asked if anyone in the audience had any questions or comments. Chairman Parks asked if the Planning Commission had any comments or questions. Seeing none he closed the public hearing at 7:07 p.m. and asked for a motion. Commissioner Kasselmann made a motion to approve the Rezoning as listed in the Staff Report with a second from Commissioner Pierce.

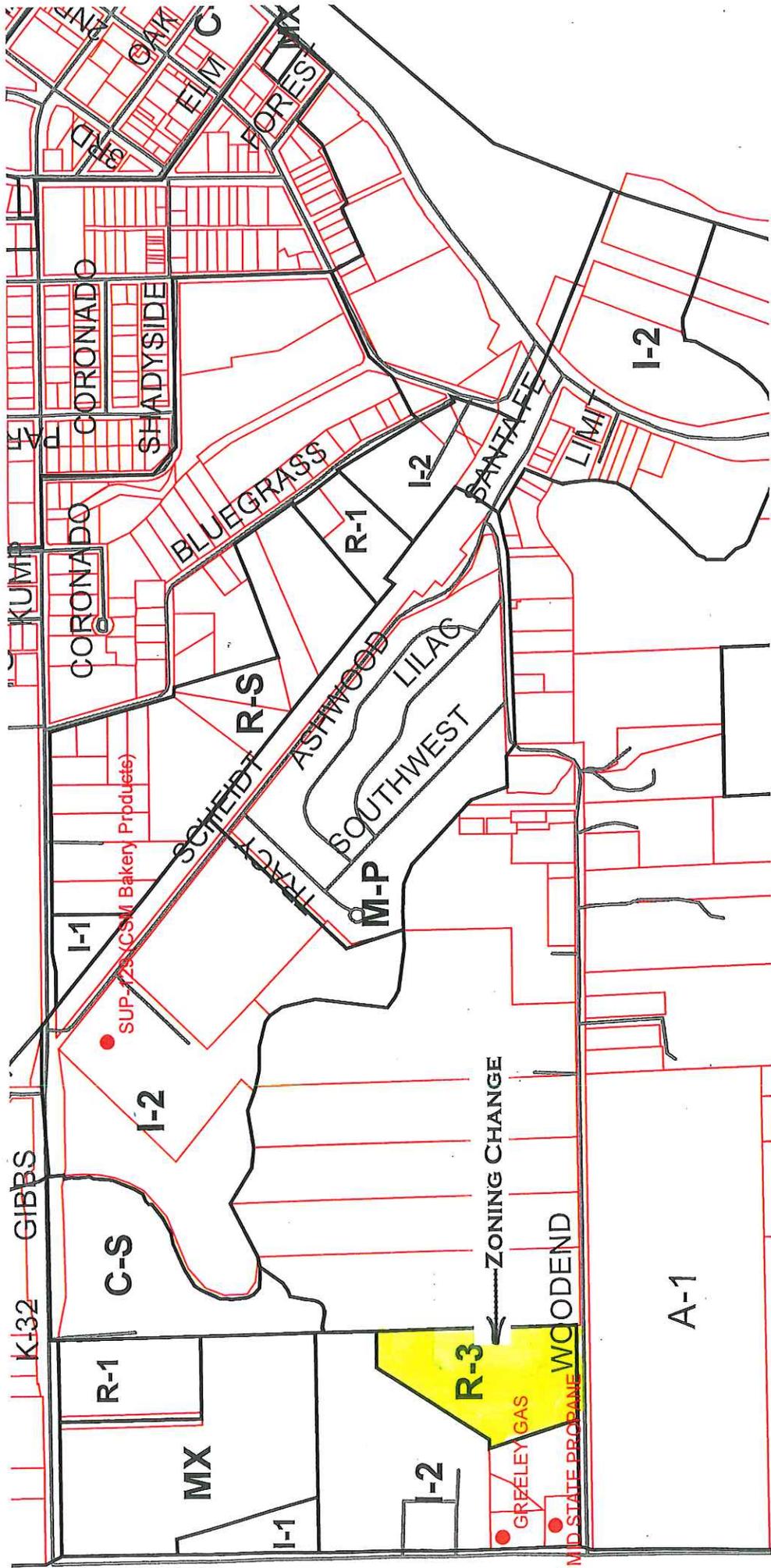
Chairman Parks asked if there were any further questions or comments. Seeing none he called for a vote. Motion passed 7-0.

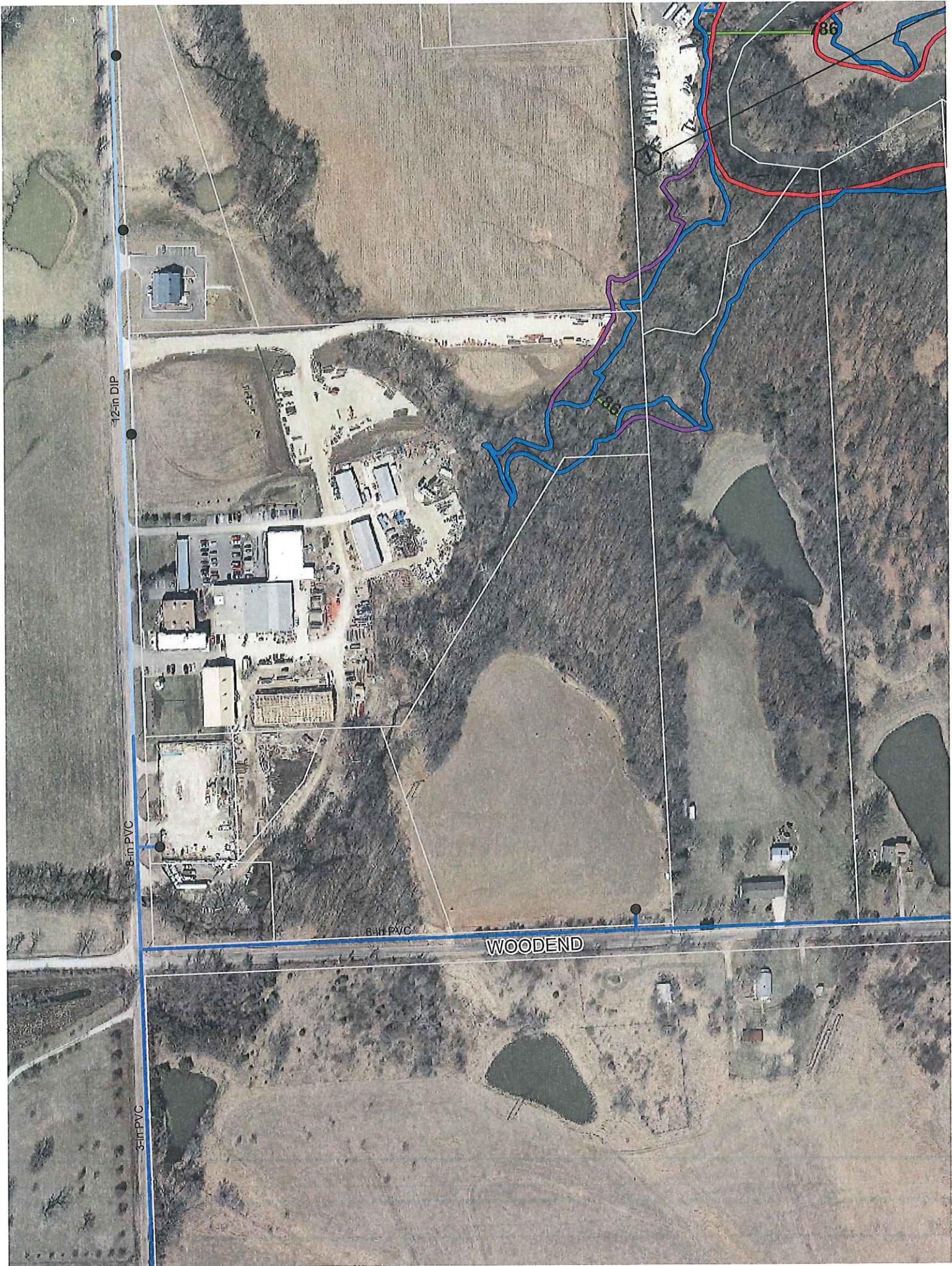
The Planning Director stated that he will forward this item to the Governing Body on November 23, 2015 with a Planning Commission recommendation of approval.

LOT 2 REPLAT OF LOT 3, BERKEL SUBDIVISION

REZONING: BSZ-131

OFFICIAL ZONING MAP





12-in DIP

8-in PVC

6-in PVC

WOODEND

3-in PVC

86

ORDINANCE NO. 1370

AN ORDINANCE RELATING TO, AND PROVIDING FOR, THE ESTABLISHMENT AND CHANGE OF ZONE FOR CERTAIN PROPERTY WITHIN THE CITY OF BONNER SPRINGS, KANSAS.

WHEREAS, the City of Bonner Springs, Kansas, is a legally constituted municipal corporation, a City of the Second Class, under the provisions of the laws of the State of Kansas, having a Mayor-Council-Manager form of City Government; and

WHEREAS, the Planning Commission, in their regularly scheduled meeting of April 24, 1984, scheduled, with unanimous approval, a public hearing to consider a change of zoning request for part of Lot 2 and part of Lot 3 in the Berkel Subdivision from "A-1", Agricultural District, to "R-2", Multiple Family Dwelling District, more particularly described as follows;

Commencing at the Southwest Corner of Lot 3, said Berkel Subdivision; thence North 89 degrees 33 minutes 11 seconds East on the dedicated northerly Right-of-Way Line of Woodend Avenue a distance 251.32 feet to the True Point of Beginning; thence North 33 degrees 02 minutes 28 seconds East a distance of 635.47 feet to a point on the northerly line of said Lot 3; thence continuing North 33 degrees 02 minutes 28 seconds East a distance of 539.54 feet; thence North 89 degrees 33 minutes 15 seconds East a distance of 179.54 feet to a point on the easterly line of said Berkel Subdivision; thence South 00 degrees 59 minutes 21 seconds east on said easterly line, Berkel Subdivision, a distance of 980.00 feet to a point of the dedicated northerly Right-of-Way Line of Woodend Avenue; thence South 89 degrees 33 minutes 11 seconds West on said northerly Right-of-Way Line a distance of 837.13 feet to the True Point of Beginning; containing 11.44 acres, more or less.

WHEREAS, the Planning Commission met in said duly advertised public hearing on May 29, 1984, in the City Council Chambers of the City of Bonner Springs, Kansas, at 7:30 P.M.; and

WHEREAS, after considering 1) the comments from the Planning Staff and Planning Consultant, Bucher, Willis & Ratliff, 2) the Staff Report, 3) hearing from the applicant, represented by Mr. Lawrence S. Graham, P.E., of the firm of Harper and Kerr, Consulting Structural Engineers, and 4) hearing from the opponents to said application, represented by their attorney, Mr. Joseph N. Vader, the Planning Commission forwarded the request to the Governing Body with a recommendation for denial; and

WHEREAS, The Governing Body returned said recommendation to the Planning Commission with a recommendation for reconsideration as an "R-P", Community Unit Plan District; and

WHEREAS, the Planning Commission considered said request in their regularly scheduled meeting of August 28, 1984, and made the following findings of fact:

- 1) That the "R-2" zoning request would substantially increase the density of residential development in the area proposed;
- 2) That adequate water service for both use and fire protection is not available at this site for the development proposed, being limited to minimal Rural Water District service lines;
- 3) That municipal sanitary sewer service is not presently available and that it is the opinion of the Planning Commission that it is in the best interest of the health and safety of the citizens of the City of Bonner Springs to require municipal sewer service to developments of this density;
- 4) That both 142nd Street and Woodend Avenue, the principle access roads to this site, are of light grade construction and should be improved to City standard prior to significantly greater development in this area;
- 5) That a development of this magnitude may substantially increase storm water runoff, a potential problem which should be addressed by the applicant prior to a zoning change which would increase said runoff; and
- 6) That a residential use of this property is not inappropriate given existing development trends and natural "buffers" between this property and adjacent industrial property.
- 7) That, given the above concerns, an "R-P" request provides the developer with an opportunity to resolve development constraints in the final development plan, in an appropriate manner; and
- 8) That the development plan previously submitted by the applicant substantially complies with Article X, "R-P" Community Unit Plan District, of Ordinance No. 1045.

WHEREAS, the Planning Commission has forwarded a resolution, with unanimous approval, recommending approval of the above stated change in zoning;

NOW, THEREFORE, after reviewing the minutes of the Planning Commission pertaining to this matter and considering the favorable recommendation of the Planning Commission, the Governing Body of the City of Bonner Springs, Kansas, does approve the recommendation of the Planning Commission to amend the zoning district boundaries.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, KANSAS:

Section 1:

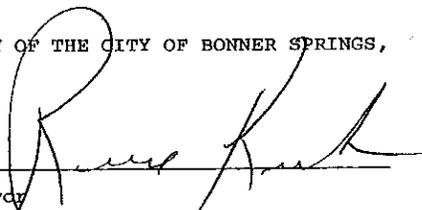
That the zoning district boundaries of the City of Bonner Springs, Kansas, be amended to reflect a change from Agricultural District (A-1) and Heavy Industrial District (I-2) to Community Unit Plan District (R-P), for the following described tract:

Commencing at the Southwest Corner of Lot 3, said Berkel Sub-division; thence North 89 degrees 33 minutes 11 seconds East on the dedicated northerly Right-of-Way Line of Woodend Avenue a distance 251.32 feet to the True Point of Beginning; thence North 33 degrees 02 minutes 28 seconds East a distance of 635.47 feet to a point on the northerly line of said Lot 3; thence continuing North 33 degrees 02 minutes 28 seconds East a distance of 539.54 feet; thence North 89 degrees 33 minutes 15 seconds East a distance of 179.54 feet to a point on the easterly line of said Berkel Subdivision; thence South 00 degrees 59 minutes 21 seconds east on said easterly line, Berkel Subdivision, a distance of 980.00 feet to a point of the dedicated northerly Right-of-Way Line of Woodend Avenue; thence South 89 degrees 33 minutes 11 seconds West on said northerly Right-of-Way Line a distance of 837.13 feet to the True Point of Beginning; containing 11.44 acres, more or less.

Section 2:

That this Ordinance shall be in effect and in force from and after its passage and publication in the official City paper of the City of Bonner Springs, Kansas.

PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, KANSAS, THIS 15th DAY OF October, 1984.



Mayor

ATTEST:


City Clerk

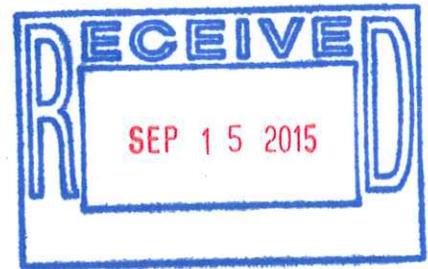
To whom it may concern:

My family and I are requesting the rezoning of the property located at 14100 Woodend Road from R-3 to A-1. Our purpose for the property will be as our primary residence with no plans of sub-dividing the land or future development. Lindsay and I lived in Bonner Springs most of our lives and are looking to get more open space for our family like so many in Bonner enjoy. We look forward to adding another rural residence that the city can be proud of. Thank you for your time and consideration.

The Davis Family

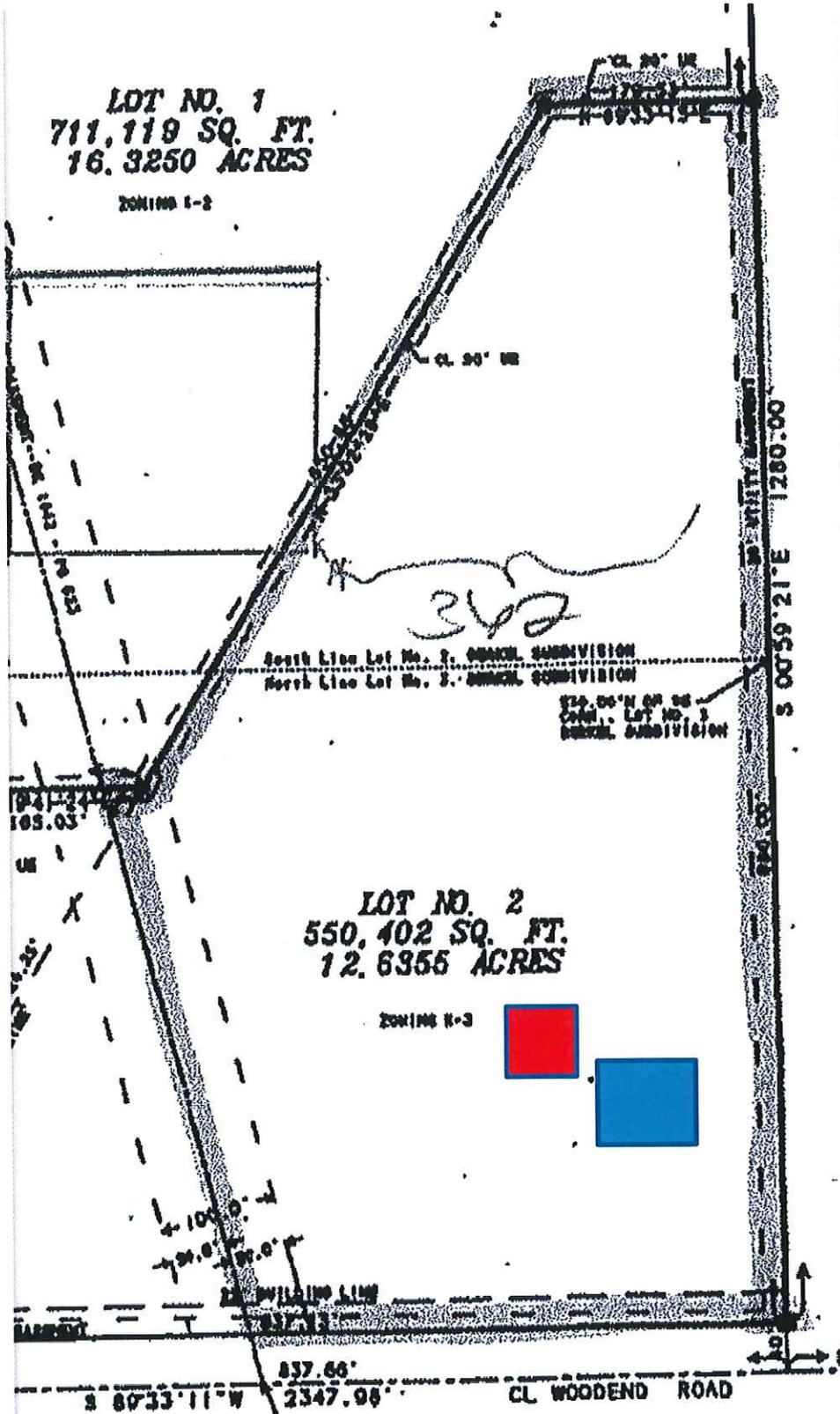


K.C.Davis



LOT NO. 1
711,119 SQ. FT.
16.3250 ACRES

ZONING R-3



LOT NO. 2
550,402 SQ. FT.
12.6355 ACRES

ZONING R-3



Future Barn and Personal Residence.

3 X
 1/4 Sec. 31 T118-R23E
 1) Found 1/2" iron rod on west side 1 1/2' off
 to West, 0.75' below asphalt surface.
 2) 2" dia. of East pipe of 622 Water. 21.77
 3) 2" dia. of East pipe of 622 Water. 22.51

ORDINANCE NO. _____

An Ordinance to Amend the Official Zoning Map from R-3, Multi-Family Residential District to A-1, Agricultural District under BSZ-131 for property platted as "Lot 2 Replat of Lot 3, Berkel Subdivision" located at 14100 Woodend Road

Be it Ordained by the Governing Body of the City of Bonner Springs, Kansas:

Section I: That the Zoning classification for all that part of Lot 2, Replat of Lot 3, Berkel Subdivision situated on Section 31, Township 11 South, Range 23 East of the 6th Principal Meridian, located at 14100 Woodend Road all in the City of Bonner Springs, Wyandotte County, Kansas, to wit:

Beginning at the Southeast corner of said Lot 2; thence North 00 degrees 59 minutes 21 seconds West, along the East line of said Lot 2, a distance of 980.00 feet to the Northeast corner of said Lot 2; thence South 89 degrees 33 minutes 15 seconds West, along the North line of said Lot 2, a distance of 179.53 feet; thence South 33 degrees 02 minutes 28 seconds West, along the Westerly line of said Lot 2, a distance of 650.66 feet; thence South 89 degrees 41 minutes 24 seconds West, along the North line of said Lot 2, a distance of 34.24 feet; thence South 15 degrees 45 minutes 52 seconds East, a distance of 453.50 feet to a point on the South line of said Lot 2; thence North 89 degrees 33 minutes 11 seconds East, along the South line of said Lot 2, a distance of 462.26 feet to the point of beginning. Containing 416,230 square feet or 9.555 acres. Subject to all easement, covenants, conditions, restrictions and road right of ways of record.

Be **rezoned** from R-3, Multi-Family Residential District to **A-1, Agricultural District** under BSZ-131 for "Lot 2 Replat of Lot 3, Berkel Subdivision" subject to all fees to being paid. Once paid, the Planning Director shall amend the Official Zoning Map to reflect this change in zoning.

Section II: Ordinance No. 1370 adopted on October 15, 1984 is hereby repealed.

Section III: This ordinance shall be in full force and effect from and after its passage and publication in the official city newspaper.

Approved by the Governing Body and signed by the Mayor on November 23, 2015.

Jeff Harrington, Mayor

ATTEST:

Amber McCullough, CMC, City Clerk

(SEAL)

ITEM NO. 8.

**City Council Regular Agenda
Monday, November 23, 2015 – 7:30 p.m.**

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Stormwater Repair Program Bid Approval

ACTION: Make a Motion to Award the Bid for the 2015 Stormwater Repair Program to Westland Construction in the Amount of \$93,725.

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

The enclosed memo discusses the project area and bid information for the 2015 Stormwater Repair Program.

**CITY OF BONNER SPRINGS
PUBLIC WORKS DIRECTOR MEMORANDUM**

DATE: November 18, 2015
TO: Mayor and City Council
THRU: City Manager
FROM: Public Works Director

SUBJECT: 2015 Stormwater Repair Program

Recommendation

Award the bid to Westland Construction in the amount of \$93,725 for the 2015 Stormwater Repair Program.

Discussion

This project includes the replacement of deteriorated sections of corrugated metal roadway culverts at ten different locations around the City. It also includes the replacement of three stormwater curb inlets at the intersection of 136th Street and Morse.

All work shall be completed within 45 calendar days of Notice to Proceed. Allowance for lost time due to weather may be approved by the City

On November 17, 2015, the City Clerk opened four bids as follows:

- | | |
|----------------------------------|------------------|
| • Westland Construction | \$ 93,725 |
| • Kansas Heavy Construction Inc. | \$120,385 |
| • Wiedenmann Inc. | \$145,450 |
| • Freeman Concrete Construction | \$150,470 |
| <i>Staff Estimate</i> | <i>\$137,000</i> |

Westland Construction is a reputable contractor who performs quality work and has worked for the City in the past.

Financial Impact

The 2015 Stormwater Utility Fund has \$141,057 available for this work. This leaves \$47,332 for contingencies and to carry over to 2016.

ITEM NO. 9.

**City Council Regular Agenda
Monday, November 23, 2015 – 7:30 p.m.**

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Bonner Springs Housing Authority Smoke Free Policy

ACTION: Make a Motion to Adopt the Smoke Free Policy for all Bonner Springs Housing Authority Units

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

Attached is Staff's recommendation and background information for implementing a non-smoking policy for all Bonner Springs Housing Authority units.

The City Council reached consensus with no opposition at the October 12, 2015 Workshop to move forward with a non-smoking policy for all Public Housing units.

City of Bonner Springs Public Housing Authority



Date: November 23, 2015
To: Mayor & City Council
Through: Sean Pederson, City Manager
From: Carrie Newton, PHA Executive Director
Subject: **Adopt a Smoke Free Policy for Bonner Springs Housing Authority**

Background:

According to the National Fire Protection Association:

- In 2011, there were an estimated 90,000 smoking-material fires in the United States. These fires caused 540 civilian deaths, 1,640 civilian injuries and \$621 million in direct property damage.
- One out of four fatal victims of smoking-material fires is not the smoker whose cigarette started the fire.
- Most deaths result from fires that started in bedrooms (40%), or in living rooms, family rooms or dens (35%).
- Nearly half (46%) fatal home smoking-material fire victims were age 65 or older.
- According to the American Lung Association, 392,000 people die yearly from smoking and another 50,000 die from being exposed to second hand smoke.

Discussion

HUD officially announced their Open Comment Period and Proposal to mandate all Housing Authorities go Smoke Free within eighteen (18) months of their policy passing. If the proposed rule change is implemented, all Public Housing Agencies (PHA) must implement a policy prohibiting lit tobacco products in all living units, indoor common areas in public housing, and in PHA administrative office buildings (in brief, a smoke-free policy for all public housing indoor areas). The smoke-free policy must also extend to all outdoor areas up to 25 feet from the housing and administrative office buildings.

HUD proposes implementation of smoke-free public housing to improve indoor air quality in the housing, benefit the health of public housing residents and PHA staff, reduce the risk of catastrophic fires, and lower overall maintenance costs. HUD PIH Notice 2009-21 also encourages housing authorities to develop no smoking policies.

Policy Changes

All BSHA properties will be smoke free living environments. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or within 25 (Twenty-Five) feet of adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product in any manner or in any form.

Recommended Timeline

Even though we believe this policy is a change for the better, we also understand that it will not be easy for those residents that do smoke. The following timeline is suggested to help in the transition.

- Transition/Notice Period - Policy to take effect six months from date of adoption by the Board. This will provide ample time for notification to tenants of the changes and also allow current residents that smoke time to make any necessary lifestyle changes.
- Education & Smoking Cessation - Provide informational workshops for tenants on the benefits of smoke free living including health, safety, financial and maintenance benefits. If feasible, intend to hold a smoking cessation clinic for residents and provide smoking cessation materials.
- Mutually Agreed Lease Termination – Suggested that anyone that does wish to comply with this new policy be “let out” of their lease in order to find new housing. Given our long waiting list, any open units that come about from this policy change should be filled quickly.

Current residents will have to sign the Smoke Free Lease Addendum before the initiation date listed above. A copy will be kept in the resident file. Failure to sign the addendum will result in the first verbal violation being issued and will continue in order until addendum is signed. Failure to sign the new addendum will result in non-renewal of lease or a “14/30 Notice” (14 days to correct the matter or 30 days to vacate the premises) being issued, whichever comes first.

Financial Impact

Statistics show that the cost of turning a smokers unit can cost two to seven times more than a smoke free unit.

	Non-Smoking	Light Smoking	Heavy Smoking
General Cleaning	\$270	\$500	\$720
Paint	\$170	\$225	\$480
Flooring	\$50	\$950	\$1,425
Appliances	\$60	\$75	\$490
Bathroom	\$40	\$60	\$400
TOTAL	\$560	\$1,810	\$3,515

**Data reflects surveys from housing authorities and subsidized facilities in 2009*

Recommendation

Staff recommends adoption of the attached Smoke Free Policy for all Bonner Springs Housing Authority units.

Attachment: Smoke Free Policy Addendum for Bonner Springs Housing Authority



Smoke-Free Housing Policy Addendum

Effective June 1, 2016

- 1. Purpose of Smoke-Free Housing:** The parties desire to mitigate (i) the irritation and known health effects caused by secondhand smoke; (ii) the maintenance, cleaning, and redecorating costs attributable to smoking; (iii) and the increased risk of fire from smoking.

- 2. Definitions:**
 - Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted or heated cigar, cigarette, or other tobacco product or plant product in any manner or in any form.

 - Units.** The term “units” are defined as the interior or exterior spaces tied to a particular unit. This includes, but is not limited to bedrooms, hallways, kitchens, bathrooms, and unit entryways.

- 3. Smoke Free Complex:** Premises to be occupied by Tenant and members of Tenant’s household have been designated as a smoke-free living environment. Tenant and members of Tenant’s household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant’s dwelling is located or in any of the common areas such as the stairwells, patios, playgrounds, laundry rooms, office, and community room of the rental community or within 25 (twenty-five) feet of adjoining grounds of such building or other parts of the rental community, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

- 4. Landlord to Promote No-Smoking Policy:** No-smoking signs will be placed at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the apartment complex.

- 5. Designated Smoking Areas:** Areas intended for smoking will be properly posted and will have proper cigarette disposal cans.

6. **Property Manager/Owner Not a Guarantor of Smoke Free Environment:** Tenant acknowledges that Property Manager/Owner's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke free, do not make the Property Manager/Owner or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Property Manager/Owner shall take reasonable steps to enforce the smoke-free terms of its Leases/House Rules and to make the (designated areas of the) complex smoke-free. Property Manager/Owner is not required to take steps in response to smoking unless Property Manager/Owner knows of said smoking or has been given a report of said smoking.

7. **Violations:** Any deviation from the smoke free policy by any Tenant, a member of their household, or their guest will be considered a lease violation. Three (3) violations will be considered to be a repeat violation of the material terms of the lease and will result in eviction. All expenses incurred by the Bonner Springs Housing Authority in relation to turn over for smoke damage will be charged back to the Tenant. Failure to acknowledge a single smoking incident does not waive the right to cite violation for future occurrences.

8. **Effect of Breach and Right to Terminate Lease:** A breach of this Addendum shall give each party all the rights contained herein, as well as the rights provided for in the Lease.

A material breach of this Addendum by the Tenant shall be a material breach of the Lease and grounds for immediate termination of the Lease by the Property Manager/Owner. Property Manager/Owner acknowledges that in declaring a building (or portion of the building) to be smoke-free, the failure to respond by Property Manager/Owner to a complaint filed by the Tenant shall be treated as equivalent to failure to respond to a request for maintenance.

9. **Enforcement:** Should a Tenant not follow the no smoking policy, the following disciplinary steps shall be taken:
 - 1) If someone reports smelling smoke, the manager will find the source and have an in home meeting with the Tenant that is found to be the source.
 - 2) *Second Warning:* Formal warning letter to the Tenant (s) which will include nature of violation and subsequent consequences should there be additional violations.
 - 3) *Third Warning:* Eviction proceedings through the Wyandotte County Court.

10. Disclaimer by Property Manager/Owner: Tenant acknowledges that Property Manager/Owner's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Property Manager/Owner would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Property Manager/Owner specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Property Manager/Owner cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Property Manager/Owner's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenant s with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Property Manager/Owner does not assume any higher duty of care to enforce this Lease Addendum than any other Property Manager/Owner obligation under the Lease.

Tenant Signature

Date

Tenant Signature

Date

Property Manager/Owner Signature

Date

ITEM NO. 10.

**City Council Regular Agenda
Monday, November 23, 2015 – 7:30 p.m.**

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: City Manager's Report

ACTION: None

STAFF RECOMMENDATION:

Report attached.

City Managers Update

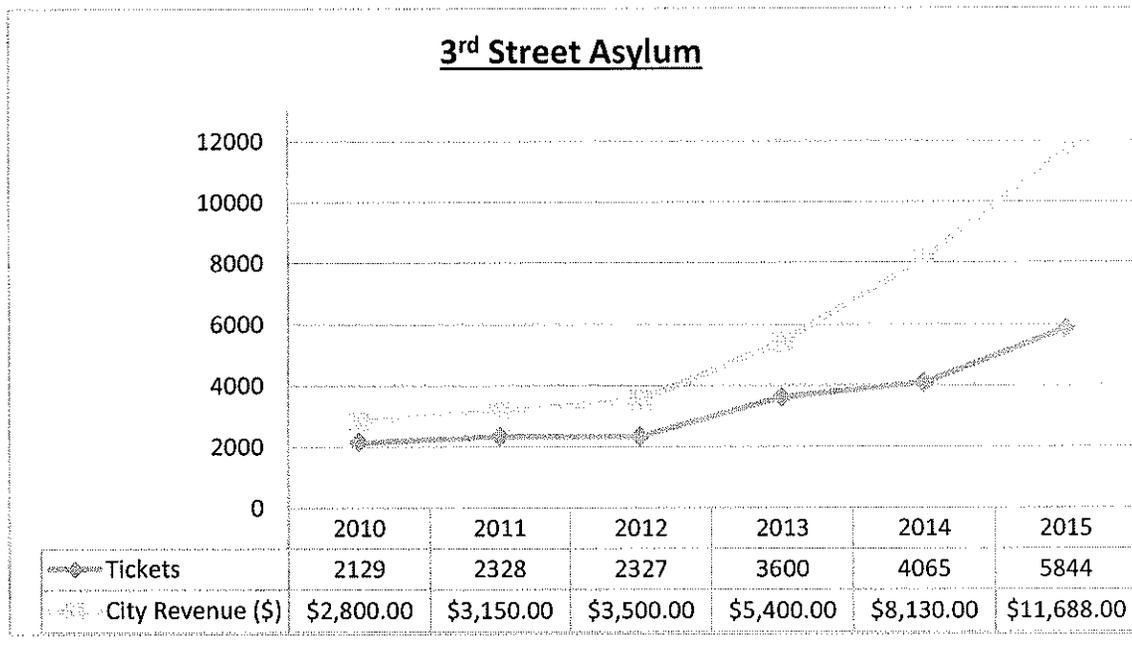
Date: November 23, 2015

To: Mayor and City Council

1. **City Offices will be closed on Thanksgiving Holiday, Thursday, November 26th and Friday, Friday November 27th.**
2. **Early Debt Payoff for Library Bonds** – On January 15, 2016, the City will redeem the remaining outstanding principal of \$455,000 on the 2006-A bonds which were used to finance construction of the Library. The maturity date of the bonds is March 1, 2017. By redeeming the bonds early, the city will realize an interest savings of \$3,419.31.

Sales tax collections will continue through December 31, 2017 and will be used for Library capital needs. The Library Board and Director are compiling a capital needs list and timeline for additional sales tax collections.

3.



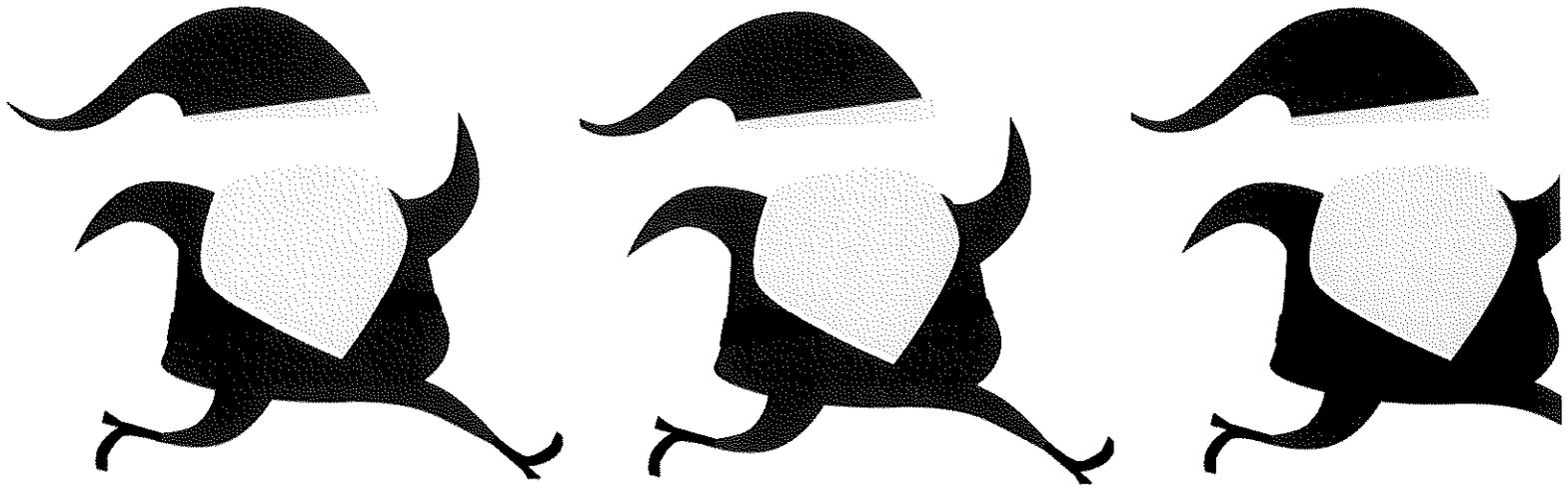
4. **Police Graduates for the Kansas CPM program– Chief Zaretski and Capt. Kennedy**, were two of 72 students to graduate from the Kansas Certified Public Manager program on Friday, November 20 at 10 a.m. The ceremony was held in the House Chamber of the Statehouse in Topeka, KS. The Kansas CPM program is a professional education opportunity for managers working in government agencies, nonprofits and organizations that contract to provide public services and meet community needs. The CPM program is a nationally-accredited management program and certification in which participants develop and strengthen their management skills through a competency-based curriculum.

5. **Community and Economic Development Update -**

- a. **Property Sold in Canaan Center Development Area** – El Potro Mexican Café has reached a point with their operation that they need more parking spaces. The owner of El Potro’s building, Mosburg & Associates, Inc., has purchased the adjacent property to the west consisting of .922

acres that will accommodate a shared parking area. They also have plans to develop the property but have not yet identified what the end use will be.

- b. **Flip.Kansas City Expansion** – This multi-vendor retail business located on the top floor of 300 Oak Street will expand into a space that was recently leased by Mona Lisa Fine Arts Studio. The new space is will accommodate approximately 15 new vendors and will be used for teaching a variety of classes as well as hosting space for small parties.
 - c. **Sale of Former River Road Inn Property** – Donald and Renee Slinkard purchased the property on the corner of Loring and Santa Fe that was the site of the former River Road Inn. The building has been removed and Don has long-term plans for the property that will complement his current business, Custom Welding and Fabrication, Inc. located at 214 Santa Fe.
 - d. **New Business at 220 Cedar Street** – The former Go Lizards building at 220 Cedar Street will soon be home to Above All Construction and Universal Window Kansas City owned by Phil Self. The building will house the business office, some storage and will serve as a show room for the window company. According to Phil, Universal Window is ranked 20th out of the Home Builders Association's top 500 in the United States. Above All Construction works on new homes and renovations of residential structures. The company has three employees with plans to increase that to twelve within the next year.
6. **Santa Express and 5K Run** – The National Agricultural Center and Hall of Fame is sponsoring the Santa Express on Saturdays, December 5 & 12 from 10:00 am-4:00 pm and Sundays, December 6 & 13, 1:00-4:00 pm. This is the first year for the Santa Express 5K run, which will be held on Saturday, December 5 at 10:00 am. A flyer is attached regarding the run. For more information about the Santa Express, visit www.aghalloffame.com.
7. **Staff Update** – Dustin Care, Parks and Rec., has accepted a new position as the Director of Parks and Recreation for the City of Sikeston, MO. We wish him the best of luck!
8. **A Candy Cane Christmas** – The Candy Cane Christmas event (parade and Mayor's tree lighting ceremony as well as other activities) is on Tuesday, December 1.



Santa Express 5K

1 mile Reindeer Route

Saturday, Dec 5th 10 AM

Ag Hall at the Depot

Register online at

AgHallOfFame.com

Santa T-Shirt

Xmas Ornament Finish Medal

Reindeer Route Antlers

SEE SANTA & Ride the Train!

Saturday, Dec. 5 & 12, 10 am to 4 pm

Sunday, Dec. 6 & 13, 1 to 4 pm

Name _____

Gender _____ Age on Race Day _____

Address _____

City _____ State _____ ZIP _____

Phone _____

Email _____

Shirt Size (Circle) S M L XL XXL

No guarantee of shirt after Nov. 26

ENTRY FEES

5K \$25 Reindeer Route \$15

Day of \$30 \$20

Register online at

AgHallOfFame.com or Mail Form To:

630 N 126th St., Bonner Springs, KS 66012

Event Waiver:

I know that running is a potentially hazardous activity. I should not enter or run in this event unless I am medically able and properly trained. I agree to abide by any decision of a race official relative to my ability to safely complete the run. I assume all risks associated with running in this race including, but not limited to, falls, contact with other participants, the effects of weather including high heat, cold or humidity, the condition of the road and traffic on the course. All potential risks are known and appreciated by me. Having read this waiver and knowing these facts, and in consideration of your acceptance of my application, I, for myself and anyone entitled to act on my behalf, waive and release the Santa Express 5K, RaceDay Timing, Agricultural Hall of Fame, all sponsors, their representatives and successors from all claims of liabilities of any kind, including any claims arising out of negligence of aforementioned parties, arising out of participation in this event. I grant permission to all of the foregoing to use any photographs, motion pictures, recording, or any other record of this event for any legitimate purpose.

Date _____

Signature _____

Parents or guardian must sign for participants under 18



National Agricultural Center
And Hall of Fame

ITEM NO. 11.

**City Council Regular Agenda
Monday, November 23, 2015 – 7:30 p.m.**

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: City Council Items

ACTION: None

STAFF RECOMMENDATION:

ITEM NO. 12.

**City Council Regular Agenda
Monday, November 23, 2015 – 7:30 p.m.**

MOTION: _____ **SECOND:** _____

Name	Yes	No	Abstain	Absent
Tom Stephens				
George Cooper				
Bob Reeves				
Dani Gurley				
Joe Peterson				
Mike Thompson				
Mark Kipp				
Rodger Shannon				
Mayor Jeff Harrington				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Mayor's Report

ACTION: None

STAFF RECOMMENDATION:

The Mayor will give a verbal report at the meeting on Monday.