

**CITY COUNCIL AGENDA**  
**Monday, March 14, 2016**

**Workshop – 6:30 p.m.**

- WS-1 G.O. Bond Issue 2016-A and Refinance 2007-A, 2008-A, and 2009-A Bonds for a Total of \$5,175,000
- WS-2 Custodial Service Contract
- WS-3 Well 4 Cleaning and Treatment
- WS-4 2016 Water and Wastewater Users Rates & Fees

**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 February 22, 2016 City Council Meeting
3. Minutes of the February 29, 2016 Special Meeting
4. Claims for City Operations for March 14, 2016
5. Public Housing Authority Claims for March 14, 2016
6. Drug & Alcohol Advisory Committee 2016 Funding Recommendations
7. Award of Custodial Service Contract

REGULAR MEETING AGENDA

8. Resolutions for G.O. Bond Issue 2016-A and Refinance 2007-A, 2008-A, and 2009-A Bonds for a Total of \$5,175,000
9. Mid-America Regional Council's Planning Sustainable Places Program Funding Agreement
10. Water Storage Tank Cleaning/Inspection & Painting Project
11. City Manager's Report
12. City Council Items
13. Mayor's Report



# *City of Bonner Springs*

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

## **WORKSHOP MEETING**

**6:30 p.m.**

## **REGULAR CITY COUNCIL MEETING**

**7:30 p.m.**

## **CITY HALL COUNCIL CHAMBERS**

**Monday, March 14, 2016**

*Life is Better in Bonner Springs*

# ITEM NO. WS-1

## City Council Workshop Agenda Monday, March 14, 2016 – 6:30 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				
<b>RESULT</b>	<b>PASS</b>	<b>FAIL</b>		

**AGENDA ITEM: G.O. Bond Issue 2016-A and Refinance 2007-A, 2008-A, and 2009-A Bonds for a Total of \$5,175,000**

**NARRATIVE:** The recommendation and discussion for the G.O. Bond Issue and Refinance is included in the attached memo. Both resolutions are included with Regular Agenda Item No. 8.



## City Council Staff Report Memorandum

Date: March 9, 2016  
To: Mayor & City Council  
Through: Scan Pederson, City Manager  
From: Tillie LaPlante, Finance Director & Amber McCullough, City Clerk

**Subject: G.O. Bond Issue 2016-A and Refinance 2007-A, 2008-A, and 2009-A Bonds for a Total Amount of \$5,175,000.**

### **Recommendation:**

The City Manager, City Clerk, Finance Director, Bond Counsel and Financial Advisor recommend the issuance of G.O. Bonds Series 2016-A in the amount of \$5,175,000 to:

1. Issue bonds for Sewer Improvements in the amount of **\$255,000**.
2. Refinance the callable portion of the 2007-A, 2008-A, and 2009-A G. O. Bonds for an amount of **\$4,920,000**.

### **Background:**

The City issued the 2007-A Bonds in August 2007 in the total amount of \$1,120,000 to mature September 2022 to pay for Watermain Improvements, Storm Drainage, and Trafficway Improvements. The 2008-A Bonds were issued in February 2008 in the total amount of \$1,680,000 to mature September 2028 for the Lake Forest Benefit District, and the 2009-A Bonds were issued in August 2009 in the total amount of 7,605,000 to mature September 2029 for Trafficway Improvements, Watermain Improvements, and the Fire/EMS Facility Addition.

### **Discussion:**

1. The Financial Advisor provided the attached financial information for issuance of G.O. Bonds, Series 2016-A in a total amount of **\$255,000** for Sewer Improvements. See the attached memo for more information regarding the sewer improvements. The term for payment of the new bonds is seven years with interest only payments until September 2023 when the principal will be paid in full. This structuring allows the City to pay the full principal when the current debt service payments attributed to the Wastewater Fund are reduced in 2023.
2. The enclosed financial information shows the estimated interest cost savings to the City to refinance the callable portion of the 2007-A, 2008-A, and 2009-A G. O. Bonds. The attached information reflects an estimated cost savings of \$238,983 if we refinance these bonds at this time. The term for the payments for the refinanced bonds will coincide with the original maturity date.

Rodger Edgar, G. K. Baum, will be present at the meeting on Monday to review the financial calculations and to answer questions the City Council may have.

The schedule for the bond sale for the new bonds and refinanced bonds is April 25, 2016 at 1 p.m. At the regular meeting on April 25, 2016, Staff will present the recommendation for the bond sale based upon the interest rates bid at 1 p.m. on that date. The final total bond amount may reduce based upon the bids received. Actions by the City Council for that meeting include: An Ordinance to authorize the issuance of G.O. Bonds, Series 2016-A in the total amount of \$5,175,000 and a Resolution to authorize the delivery of G.O. Bonds, Series 2016-A in the total amount of \$5,175,000.

### **Financial Impact:**

1. The City will pay interest only payments on the Wastewater Improvement debt of \$255,000 until September 2023 when the principal will be paid in full.
2. The estimated interest savings to refinance the 2007-A, 2008-A, and 2009-A Bonds with the 2016-A Bonds is \$238,983.

# BONNER SPRINGS UTILITIES

PROVIDING SAFE DRINKING WATER FOR OUR CITY AND CLEAN WATER FOR THE ENVIRONMENT

## MEMORANDUM

Date: March 10, 2016

To: Mayor and City Council  
Through: Sean Pederson, City Manager  
From: Rick Sailer, Director

**SUBJECT: Wastewater Treatment Plant Upgrades**

**Background:** The 2016 Wastewater Budget includes funding for the Headworks Screening Upgrade Project and rehabilitation work for one of our clarifiers (CLF2). The work includes a new in-channel grinder and screening equipment for solids removal and major rehabilitation of CLF2 including gear drive rebuild, concrete repairs, potential pipeline repairs, mechanical repairs and painting of the steel structure.

**Discussion:** Staff's recommendation is to fund the Wastewater projects with G.O. Bonds and allocate the approved budgetary funds for engineering design for the Sante Fe Interceptor Project. The estimated cost of the design work is \$75,000. The remaining funds of \$175,000 would increase the reserves in the Wastewater Fund for future expenditures.

## Refunding Analysis

City of Bonner Springs, Kansas

(Refunding of THREE Outstanding Bond Issues + New Sewer Project)

## Total Issue Sources And Uses

Dated 05/19/2016 | Delivered 05/19/2016

	2007-A Refunding	2008-A Refunding	2009-A Refunding	New Money	Issue Summary
<b>Sources Of Funds</b>					
Par Amount of Bonds	\$485,000.00	\$1,175,000.00	\$3,260,000.00	\$255,000.00	\$5,175,000.00
Transfers from Prior Issue Debt Service Funds	9,594.38	22,736.25	59,547.50	-	91,878.13
<b>Total Sources</b>	<b>\$494,594.38</b>	<b>\$1,197,736.25</b>	<b>\$3,319,547.50</b>	<b>\$255,000.00</b>	<b>\$5,266,878.13</b>
<b>Uses Of Funds</b>					
Deposit to Net Cash Escrow Fund	484,456.55	1,172,728.84	3,250,936.72	-	4,908,122.11
Deposit to Project Construction Fund	-	-	-	250,000.00	250,000.00
Costs of Issuance	5,923.08	14,349.76	39,812.94	3,114.22	63,200.00
Total Underwriter's Discount (0.800%)	3,880.00	9,400.00	26,080.00	2,040.00	41,400.00
Rounding Amount	334.75	1,257.65	2,717.84	(154.22)	4,156.02
<b>Total Uses</b>	<b>\$494,594.38</b>	<b>\$1,197,736.25</b>	<b>\$3,319,547.50</b>	<b>\$255,000.00</b>	<b>\$5,266,878.13</b>

## New Money Portion

City of Bonner Springs, Kansas  
General Obligation Bonds  
Series 2016-A

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
05/19/2016	-	-	-	-	-
03/01/2017	-	-	3,695.38	3,695.38	-
09/01/2017	-	-	2,358.75	2,358.75	6,054.13
03/01/2018	-	-	2,358.75	2,358.75	-
09/01/2018	-	-	2,358.75	2,358.75	4,717.50
03/01/2019	-	-	2,358.75	2,358.75	-
09/01/2019	-	-	2,358.75	2,358.75	4,717.50
03/01/2020	-	-	2,358.75	2,358.75	-
09/01/2020	-	-	2,358.75	2,358.75	4,717.50
03/01/2021	-	-	2,358.75	2,358.75	-
09/01/2021	-	-	2,358.75	2,358.75	4,717.50
03/01/2022	-	-	2,358.75	2,358.75	-
09/01/2022	-	-	2,358.75	2,358.75	4,717.50
03/01/2023	-	-	2,358.75	2,358.75	-
09/01/2023	255,000.00	1.850%	2,358.75	257,358.75	259,717.50
<b>Total</b>	<b>\$255,000.00</b>	<b>-</b>	<b>\$34,359.13</b>	<b>\$289,359.13</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$1,857.25
Average Life	7.283 Years
Average Coupon	1.850003%
Net Interest Cost (NIC)	1.9598401%
True Interest Cost (TIC)	1.9678499%
Bond Yield for Arbitrage Purposes	1.9954747%
All Inclusive Cost (AIC)	2.1506619%

### IRS Form 8038

Net Interest Cost	1.850003%
Weighted Average Maturity	7.283 Years

## Refunding Portion

City of Bonner Springs, Kansas  
 General Obligation Refunding & Improvement Bonds  
 Series 2016-A (Refunding Portion)

## Savings Report - Aggregate

Date	Principal	Coupon	Interest	New D/S	OLD D/S	Savings	Fiscal Total
05/19/2016	-	-	-	(4,310.24)	(91,878.13)	(87,567.89)	-
09/01/2016	-	-	-	-	91,878.13	91,878.13	4,310.24
03/01/2017	-	-	69,387.67	69,387.67	91,878.13	22,490.46	-
09/01/2017	50,000.00	0.700%	44,290.00	94,290.00	91,878.13	(2,411.87)	20,078.59
03/01/2018	-	-	44,115.00	44,115.00	91,878.13	47,763.13	-
09/01/2018	240,000.00	0.950%	44,115.00	284,115.00	256,878.13	(27,236.87)	20,526.26
03/01/2019	-	-	42,975.00	42,975.00	88,685.00	45,710.00	-
09/01/2019	245,000.00	1.100%	42,975.00	287,975.00	263,685.00	(24,290.00)	21,420.00
03/01/2020	-	-	41,627.50	41,627.50	85,171.25	43,543.75	-
09/01/2020	620,000.00	1.250%	41,627.50	661,627.50	640,171.25	(21,456.25)	22,087.50
03/01/2021	-	-	37,752.50	37,752.50	74,588.75	36,836.25	-
09/01/2021	640,000.00	1.450%	37,752.50	677,752.50	659,588.75	(18,163.75)	18,672.50
03/01/2022	-	-	33,112.50	33,112.50	63,238.75	30,126.25	-
09/01/2022	635,000.00	1.650%	33,112.50	668,112.50	658,238.75	(9,873.75)	20,252.50
03/01/2023	-	-	27,873.75	27,873.75	51,486.25	23,612.50	-
09/01/2023	550,000.00	1.850%	27,873.75	577,873.75	571,486.25	(6,387.50)	17,225.00
03/01/2024	-	-	22,786.25	22,786.25	41,011.25	18,225.00	-
09/01/2024	565,000.00	2.050%	22,786.25	587,786.25	591,011.25	3,225.00	21,450.00
03/01/2025	-	-	16,995.00	16,995.00	29,932.50	12,937.50	-
09/01/2025	285,000.00	2.200%	16,995.00	301,995.00	304,932.50	2,937.50	15,875.00
03/01/2026	-	-	13,860.00	13,860.00	24,020.00	10,160.00	-
09/01/2026	290,000.00	2.300%	13,860.00	303,860.00	309,020.00	5,160.00	15,320.00
03/01/2027	-	-	10,525.00	10,525.00	17,807.50	7,282.50	-
09/01/2027	295,000.00	2.500%	10,525.00	305,525.00	317,807.50	12,282.50	19,565.00
03/01/2028	-	-	6,837.50	6,837.50	11,267.50	4,430.00	-
09/01/2028	310,000.00	2.650%	6,837.50	316,837.50	326,267.50	9,430.00	13,860.00
03/01/2029	-	-	2,730.00	2,730.00	4,400.00	1,670.00	-
09/01/2029	195,000.00	2.800%	2,730.00	197,730.00	204,400.00	6,670.00	8,340.00
<b>Total</b>	<b>\$4,920,000.00</b>	<b>-</b>	<b>\$716,057.67</b>	<b>\$5,631,747.43</b>	<b>\$5,870,730.02</b>	<b>\$238,982.59</b>	<b>\$238,982.59</b>

### PV Analysis Summary (Gross to Gross)

Gross PV Debt Service Savings	300,048.19
Transfers from Prior Issue Debt Service Fund	(91,878.13)
Contingency or Rounding Amount	4,310.24
Net Present Value Benefit	\$212,480.30

<b>Net PV Benefit / \$4,520,000 Refunded Principal</b>	<b>4.701%</b>
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Average Coupon on Refunded Bonds:	4.1398%
True Interest Cost on New Refunding Bonds:	2.1240%

2016-A - Refund + New \$ ( | 2009-A Refunding | 3/7/2016 | 2:13 PM

**George K. Baum & Company**  
 Kansas Public Finance

**CITY OF BONNER SPRINGS, KANSAS  
GENERAL OBLIGATION REFUNDING BONDS  
SERIES 2016-A**

**CALENDAR OF EVENTS**

- MAR**
- 1 Begin Gathering Data
  - 7 Resolution Authorizing Sale Forwarded to City
  - 14 Review Financing Plan with City Council at Work Session  
City Council Adopts Resolution Authorizing Sale of Bonds**
  - 15 Draft Preliminary Official Statement Distributed for Comments  
Forward Information to Rating Agency

MARCH						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

- APR**
- 1 Draft Notice of Sale Distributed for Comment
  - 7-12 Rating Conference Call**
  - 15 Comments Due on Draft Notice of Bond Sale  
Comments Due on Preliminary Official Statement
  - 18 Preliminary Official Statement Distributed to Potential Bidders  
Draft Bond Resolution and Ordinance Distributed  
Receive Bond Rating
  - 25 Bond Sale**  
Comments Due on Draft Bond Resolution and Ordinance  
Final Bond Resolution and Ordinance Forwarded to City  
**Pass Bond Resolution and Bond Ordinance**
  - 26 Bond Ordinance Forwarded to Local Paper  
Transcript Assembly Begins
  - 28 Final Official Statement to Printer  
Receive Final Official Statement from Printer
  - 29 Bond Ordinance Published in Local Paper

APRIL						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

- MAY**
- 4 Transcript Assembly Complete  
Transcripts Forwarded to Attorney General  
Registration Instructions to State Treasurer
  - 5 Closing Arrangements Distributed in Writing
  - 10 Transcript Approved  
Bond Registration Complete-Bonds Forwarded to Purchaser
  - 12 Closing and Delivery of Funds

MAY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 25, 2016

**NOTE: Bold items indicate actions of City Council**

**ITEM NO. WS-2**

**City Council Workshop Agenda  
Monday, March 14, 2016 – 6:30 p.m.**

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

**AGENDA ITEM: Custodial Service Contract**

**NARRATIVE:** The discussion for the recommendation to contract for custodial service is attached.

## Memorandum

Date: March 10, 2016  
To: Mayor and City Council  
Through: Sean Pederson, City Manager  
From: Amber McCullough, City Clerk

**Subject: Custodial Service Contract**

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**Recommendation:** Approve a contract with City Wide to provide custodial service for the City through December 31, 2017.

**Background:** Over the years, the City has experienced constant turnover within the custodial department. This results in a high cost for employment screening, a constant retraining process, and an additional burden placed on remaining custodial staff when we are short-handed. Staff recommends contracting for custodial services to alleviate the turnover rate, increase the effectiveness of custodial operations, and better ensure consistent financial expectations.

**Discussion:** An RFP for Custodial Services was advertised with a due date of February 18, 2016. We received eight bids. Of those bids, information for the top company is listed below. This company was chosen due to price, extensive experience with other cities, and positive information received from multiple references. The remaining bid information is included with your packet information

The number of days for service varies by facility and the tasks are included in the attachment. All contract employees working at City facilities will need to have a background check run by our Police Department prior to work at any facility.

	City Wide
City Hall – 2 Days per Week	\$537.00
Comm. Center – 5 Days per Week	\$2,333.00
Fire/EMS – 3 Days per Week	\$649.00
Library – 7 Days per Week	\$1,500.00
PD – 3 Days per Week	\$481.00
PW – 3 Days per Week	\$577.00
Special Service Hourly Rate (Events, Ancillary Services)	\$18.50
Total Monthly	\$6,077.00
Total Annual	<b>\$72,924.00</b>
References:	City of Overland Park City of Shawnee City of Blue Springs

Ancillary services from City Wide include: strip and wax tile flooring for \$.30/sq. ft.; top scrub and wax tile flooring for \$.15/sq. ft.; machine scrub tile floors for \$.12/sq. ft.; hi-speed buffing for \$.08/sq. ft.; and carpet extraction for \$.14/sq. ft. They can also provide costs for services such as supplies, window washing, blind cleaning, parking lot maintenance, etc.

Custodial Tasks	Daily	Weekly	Monthly
Vacuum all carpeted areas	X		
Sweep and mop floors & stairs; including restrooms	X		
Empty trash daily & place in dumpster	X		
Clean/Dust counter, table tops	X		
Clean drinking fountains	X		
Clean entrance & interior glass (including all public and employee entrances)	X		
Clean restrooms (sinks, toilets, dispensers, urinals, mirrors)	X		
Service restroom & kitchen dispensing units	X		
Clean eating areas counters, sinks and floors	X		
Remove paper, debris and sweep patios and entrance areas	X		
Spot clean carpets		X	
Sanitize All Door Handles/Buttons/Handrails (elevator, office, etc)		X	
Machine scrub gymnasium floor		X	
Sanitize restroom walls & partitions with bleach			X
Reline wastebaskets		As needed	

**Financial Impact:** The \$72,924.00 annual cost for City Wide to perform the custodial services is within the budgeted amount of \$79,990 for city personnel costs for 2016. In contracting for services, the City will no longer have the constant turnover costs of hiring employees.

	City Wide	Jani-King	Riteway	Source
City Hall - 2	\$ 537.00	\$ 575.25	\$ 346.00	\$ 411.06
Comm. Ctr - 5	\$ 2,333.00	\$ 2,926.56	\$ 2,600.00	\$ 2,723.66
Fire/EMS - 3	\$ 649.00	\$ 518.41	\$ 490.00	\$ 554.72
Library - 7	\$ 1,550.00	\$ 2,730.00	\$ 2,208.00	\$ 3,160.28
PD - 3	\$ 481.00	\$ 484.09	\$ 500.00	\$ 447.19
PW - 3	\$ 577.00	\$ 480.19	\$ 500.00	\$ 321.63
Ancillary Costs	Yes	Yes	No	Yes
Special Service/Hr	18.5	17.5	18	18
Emergency/Hr	NA	NA	NA	25
Total Monthly	\$ 6,127.00	\$ 7,714.50	\$ 6,644.00	\$ 7,618.54
Total Annual	\$ 73,524.00	\$ 92,574.00	\$ 79,728.00	\$ 91,422.48
References:	Overland Park Shawnee Blue Springs	Mission Hills Prairie Village Springhill	Bd. Public Utilities UMKC Jackson Co. Med Exam Roeland Park	Posty Cards Graybar Electric Co. KS City Orthopedic
City Hall - 2	\$ 324.00	\$ 276.95	\$ 795.00	\$ 720.00
Comm. Ctr - 5	\$ 1,750.00	\$ 1,787.50	\$ 1,752.36	\$ 3,060.00
Fire/EMS - 3	\$ 147.00	\$ 386.10	\$ 215.60	\$ 540.00
Library - 7	\$ 1,970.00	\$ 1,201.20	\$ 1,911.76	\$ 3,752.00
PD - 3	\$ 240.00	\$ 386.10	\$ 336.00	\$ 1,188.00
PW - 3	\$ 101.16	\$ 386.10	\$ 519.62	\$ 972.00
Ancillary Costs	Minimal	list no cost	No	Yes
Special Service/Hr	13	20	15	18wkday/22wkend
Emergency/Hr	NA	NA	NA	NA
Total Monthly	\$ 4,532.16	\$ 4,423.95	\$ 5,530.34	\$ 10,232.00
Total Annual	\$ 54,385.92	\$ 53,087.40	\$ 66,364.08	\$ 122,784.00
References:	K-State Olathe Olathe YMCA Greater KC	KC North Facilities Lincoln Facilities KC South Facilities	Mesa Co. Sheriff's St. Bldg Grand Junc. Dpt. Eco. Opportunity	Office Max/Depot P. Brent Koprivica Appvion

# CONTRACT FOR CUSTODIAL SERVICES

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by and between the CITY OF BONNER SPRINGS, KANSAS, hereinafter referred to as CITY, and City Wide Maintenance, hereinafter referred to as CONTRACTOR. It is the intention of the CITY to use the services of CONTRACTOR to provide custodial services for CITY facilities as outlined in this CONTRACT.

## SECTION I - GENERAL SPECIFICATIONS

- 1) **Tax Exempt:** The CITY is exempt from taxes as set forth in K.S.A. 79-3606 as a political subdivision and pricing should be based accordingly.
- 2) **Cash Basis Law:** Per KSA 10-1116b (3), the contract provides that the CITY is obligated only to pay periodic payments or monthly installments under the contract as may lawfully be made from funds budgeted and appropriated for that purchase during each current budget year.
- 3) **General Conditions:**
  - A. Prior to execution of a contract, CONTRACTOR shall furnish a list to the CITY of the CONTRACTOR's employees, including supervisors and management personnel, who will be assigned to do the custodial work under the contract. The Bonner Springs Police Department will do a background check on each of these employees. Any CONTRACTOR employee who does not pass a background check will not be allowed to do any work under the contract. Any new CONTRACTOR employees assigned to do work in any CITY facilities after the contract is initially signed will be likewise required to pass a background check before beginning work under the contract.
  - B. The CONTRACTOR's employees may be subject to HIPAA certification training conducted by CITY staff prior to being assigned to do any work at certain facilities.
  - C. The CONTRACTOR and its employees shall not discuss, comment upon, disparage, or disclose any information, in any manner or form, directly or indirectly, to any person or entity, about the CITY or any employee, litigation, or closed records. Additionally, the CONTRACTOR and its employees shall not assist, or cooperate with, any other person or entity in committing any act which, if committed by either of the parties, would constitute a violation of this section.
  - D. The CONTRACTOR's employees will be required to have in their possession while working in CITY facilities a security identification badge.
  - E. The CONTRACTOR shall furnish all labor, supervision, equipment and supplies to adequately perform the required custodial services specified in the Scope.
  - F. The CONTRACTOR will identify the chemicals and will provide to the CITY a Safety Data Sheet (SDS) for each chemical used.
  - G. The CONTRACTOR shall be liable for restoring and/or replacing any equipment or facilities which are damaged during the performance of the work specified in the Custodial contract.
  - H. The CITY will provide hand soap, paper towels, toilet paper, air freshener, batteries and light bulbs.

## SECTION II - SCOPE OF WORK

CONTRACTOR shall furnish custodial services for the following facilities:

1. City Hall - 205 E. 2<sup>nd</sup> Street
2. Community Center - 200 E. Third Street
3. Fire/EMS Facility - 13001 Metropolitan
4. Library - 201 N. Nettleton

# **CONTRACT FOR CUSTODIAL SERVICES**

5. Police Department (2 Buildings) – 120/130 N. Nettleton
6. Public Works/Utilities (3 buildings) – 12021/12401 Kaw Drive

The custodial services shall consist of the work as set forth in the Scope of Work of the Request For Proposals For Custodial Services, (hereinafter, the "Services"). CONTRACTOR agrees to provide services on the days requested by the City, with the exception of holidays, for the facilities listed above, to include the work of custodians, supervisors and management.

## **SECTION III - EMPLOYMENT CITY PERSONNEL**

The CONTRACTOR may consider for equitable employment the CITY employees currently on payroll and providing custodial services for the CITY.

## **SECTION IV - COMPENSATION**

The CITY agrees to pay CONTRACTOR as set forth in Pricing for the Services specified under this CONTRACT through the CONTRACT term. Thereafter, CONTRACTOR may increase the monthly amount by not more than three percent (3%) above the previous Pricing for the next CONTRACT term, if such increase is justified to the CITY and approved by the CITY. The CITY reserves the right to bid the services at any time during the term of the CONTRACT.

CONTRACTOR shall submit an invoice by the 15<sup>th</sup> of each month for Services performed during the immediate past month. CITY agrees to remit payment for each valid invoice received and approved within thirty (30) days of receipt of invoice.

CITY may request that CONTRACTOR perform work beyond, outside of or in addition to the scope of work specified in this CONTRACT and such work shall be designated "Ancillary Services." CITY and CONTRACTOR shall negotiate a scope of work and compensation for such Ancillary Services. The terms and conditions of this CONTRACT shall apply to any Ancillary Services approved by the CITY. CONTRACTOR shall submit a separate invoice for approved Ancillary Services by the 15<sup>th</sup> of the month following the month during which the Ancillary Services were performed.

## **SECTION V - CONTRACT TERM**

The term of this CONTRACT shall be through December 31, 2017 with options to renew for consecutive 24-month terms.

## **SECTION VI - TERMINATION FOR CONVENIENCE**

Notwithstanding the provisions of Section III herein, the CITY may, at any time, terminate this CONTRACT in whole or in part for the convenience of the CITY. CITY shall give written notice at least thirty (30) days in advance of the termination to CONTRACTOR specifying that the CONTRACT or a designated part thereof shall be terminated and when termination becomes effective. Contractor shall incur no further obligations to the CITY in connection with the termination of Services. On the date set forth in the written notice, CONTRACTOR shall stop Services on behalf of the CITY to the extent specified and shall invoice the CITY for Services provided to that date. The CITY shall thereafter have no further obligation to CONTRACTOR. Contractor does not have the right to terminate this CONTRACT in whole or in part for the convenience of CONTRACTOR, without first having given ninety (90) days written notice to the CITY.

## **SECTION VII - TERMINATION FOR CAUSE**

If either party is in violation of any of the conditions of this CONTRACT, the other party may serve written notice of its intention to terminate the CONTRACT. Unless within thirty (30) days after serving the notice a satisfactory arrangement has been made to correct the violation, this CONTRACT shall terminate. The CITY retains the right to withhold payment or any portion thereof for damages incurred as a result of CONTRACTOR's breach of this CONTRACT.

# CONTRACT FOR CUSTODIAL SERVICES

## SECTION VIII - DISPUTE RESOLUTION

CITY and CONTRACTOR agree that disputes relative to the Services performed should first be addressed by good faith negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute, CONTRACTOR shall proceed with the Services as per this CONTRACT as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the parties' express written consent.

## SECTION IX - INDEPENDENT CONTRACTOR

Contractor is an independent CONTRACTOR and as such neither CONTRACTOR nor its personnel are agents or employees of the CITY. CONTRACTOR is responsible for payment of any and all federal, state and local taxes.

## SECTION X - INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgements for bodily injury, physical property damage and/or death arising out of CONTRACTOR's or any of its agents, servants, employees' or subcontractors' negligent acts, and for failure to act in the performance of this CONTRACT. Neither acceptance of the completed Services nor payment therefore shall release CONTRACTOR of its obligation under this paragraph.

## SECTION XI - INSURANCE REQUIREMENTS

- A. CONTRACTOR shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. CONTRACTOR shall provide certificates of insurance and renewals thereof. The CITY shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- B. Notice of Claim Reduction of Policy Limits: CONTRACTOR, upon receipt of notice of any claim in connection with the CONTRACT, shall promptly notify the CITY, providing full details thereof, including an estimate of the amount of loss or liability.
  - C. CONTRACTOR shall promptly notify the CITY of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the CONTRACT) in excess of \$10,000.00, whether or not such impairment came about as a result of this CONTRACT.
  - D. In the event the CITY shall determine that CONTRACTOR's aggregate limits of protection shall have been impaired or reduced to such extent that the CITY shall determine such limits inadequate for the balance of the project, CONTRACTOR shall, upon notice from the CITY, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the CITY.
  - E. The Commercial General Liability insurance coverage that is to be provided by CONTRACTOR shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by the CONTRACTOR.

### MINIMUM INSURANCE REQUIREMENTS - COMMERCIAL GENERAL LIABILITY POLICY

General Aggregate:

\$ 500,000

# CONTRACT FOR CUSTODIAL SERVICES

Products-Completed  
Operations Aggregate: \$ 500,000

Personal & Advertising  
Injury: \$ 500,000

Bodily Injury and/or Property Damage  
Each Occurrence Limit \$ 500,000

Policy must include the following conditions:

- i. contractual/contractually Assumed Liability
- ii. Independent contractors working for CONTRACTOR (If any)

F. Automobile Liability -Policy shall protect CONTRACTOR against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either:

- i. Any Auto
- OR
- ii. All Owned Autos, Hired Autos and Non-Owned Autos.

Limits of liability protection required are the SAME as the limits for the Commercial General Liability section. Policy shall insure the contractual liability assumed by CONTRACTOR.

G. Workers' Compensation and Employer's Liability -This insurance shall protect CONTRACTOR against all claims under applicable state Workers' Compensation laws. CONTRACTOR shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include services in the State of Kansas with liability limits of not be less than the following:

- i) Workers' Compensation: Statutory
- ii) Employer's Liability:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

H. Industry Ratings -The CITY will only accept coverage from an insurance carrier who offers proof that it:

- i. Is licensed to do business in the State of Kansas;
- ii. Carries a Best's policy holder rating of B + or better; and
- iii. Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the CITY and CONTRACTOR.

## SECTION XII - SURETY BOND; SERVICE INDUSTRY BOND

The CONTRACTOR is to secure a "Service Industry Bond" in an amount not less than \$5,000. The CITY is to be named as the sole subscriber and the bond is to include a conviction clause waiver. Any claim payments are to be made directly to the subscriber.

## SECTION XIII - NON-DISCRIMINATION AND OTHER LAWS

A. The CONTRACTOR agrees that:

## **CONTRACT FOR CUSTODIAL SERVICES**

1. The CONTRACTOR shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of Services under the present CONTRACT because of race, religion, color, sex, disability, national origin ancestry or age;
2. In all solicitations or advertisements for employees, the CONTRACTOR shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
3. If the CONTRACTOR fails to comply with the manner in which the CONTRACTOR reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the CONTRACTOR shall be deemed to have breached the present CONTRACT and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
4. If the CONTRACTOR is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the CONTRACTOR shall be deemed to have breached the present CONTRACT and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
5. The CONTRACTOR shall include the provisions of subsections (A)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to a CONTRACT entered into by a CONTRACTOR that employs fewer than four employees during the term of such CONTRACT.

- B. The CONTRACTOR further agrees that the CONTRACTOR shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

### **SECTION XIV - PROHIBITION AGAINST CONTINGENT FEES**

CONTRACTOR warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure the awarding of this CONTRACT based upon an arrangement that the person, firm or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this CONTRACT. For the breach or violation of the foregoing provision, the CITY shall have the right to terminate the CONTRACT without liability and, at its discretion to deduct from the CONTRACT price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

### **SECTION XV - ASSIGNMENT**

Parties hereto agree that neither shall assign, sublet or transfer their interest in this CONTRACT without the written consent of the other and further agree that this CONTRACT binds the parties, their successors, trustees, assignees and legal representatives.

### **SECTION XVI - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING**

It is understood and agreed that the written terms and provisions of this CONTRACT shall supersede all prior verbal and written statements of any and every official and/or other representative of the CITY and CONTRACTOR and such statements shall not be effective or be construed as entering

## CONTRACT FOR CUSTODIAL SERVICES

into, or forming a part of, or altering in any way whatsoever, the written CONTRACT. In the event that the CITY issues a purchase order, work order, invoice or similar document relating to services performed, such purchase order or similar document shall be for the CITY's administrative purposes only and will not supplement, supersede, modify or affect any of the terms and conditions set forth herein.

### SECTION XVII - APPLICABLE LAW, NONWAIVER

This CONTRACT is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. The waiver of or failure to enforce any term or condition of this CONTRACT shall not be construed as a waiver of any other term or condition. If any provision is held to be unenforceable by a court or other tribunal, the enforceability of the other provisions shall not be affected.

### SECTION XVIII - SEVERABILITY CLAUSE

Should any provision of this CONTRACT be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this CONTRACT shall be unaffected thereby and shall continue to be valid and enforceable.

### SECTION XIV - ENTIRE CONTRACT

The terms and conditions contained herein, the Request for Proposals (RFP) for Custodial Services, and the CONTRACTOR's response to the RFP constitute the entire and exclusive CONTRACT between the Parties. The Request for Proposals (RFP) for Custodial Services and the CONTRACTOR's response to the RFP are hereby full incorporated by reference and made a part of this CONTRACT. In the event of a conflict between any terms or conditions in this CONTRACT, the RFP or the response to the RFP, the terms and conditions of the CONTRACT shall take precedence.

### SECTION XV - EXECUTION OF CONTRACT

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

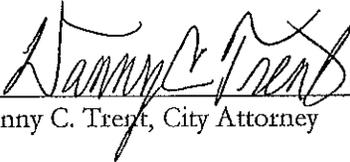
ATTEST:

CITY OF BONNER SPRINGS, KANSAS

\_\_\_\_\_  
Amber McCullough, City Clerk

\_\_\_\_\_  
Sean Pederson, City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Danny C. Trent, City Attorney

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



# CONTRACT FOR CUSTODIAL SERVICES

## CITY OF BONNER SPRINGS RFP FOR CUSTODIAL SERVICES

The City of Bonner Springs, Kansas (subsequently referred to as the CITY) is requesting proposals from qualified contractors to provide custodial services. The purpose of this RFP is to gather information from qualified companies that provide custodial services so the CITY staff can evaluate alternatives. The issuance of this RFP is not intended to suggest that the CITY feels a need to change custodial services from CITY Personnel to contracted services. While pricing will be one factor in the evaluation process, it is not the single most important factor. The CITY intends to make an evaluation based upon top quality service using a reliable and trustworthy workforce at a competitive price.

The CONTRACTOR will provide any necessary machinery, tools, and equipment, and complete all work specified in the scope.

A mandatory walk-through of the CITY facilities is scheduled for 10:00 a.m. on Thursday, February 11, 2016. RSVP to Amber McCullough at (913) 667-1716 or [cityclerk@bonnersprings.org](mailto:cityclerk@bonnersprings.org) for the walk-through no later than 11:00 a.m. on Tuesday, February 9, 2016. This will be your only opportunity to tour the facilities.

Respondents must submit their **sealed** proposals not later than 3:00 p.m. on February 18, 2016 in person or by mail to:

City of Bonner Springs  
City Clerk  
205 East Second Street, PO Box 38  
Bonner Springs, KS 66012

Sealed proposals must be clearly marked on the outside of the envelope with the following description: "**Custodial Services Proposal**". Any proposal that is mailed but does not reach the City Clerk by the deadline time set forth above will not be accepted regardless of postmark date.

The CITY reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. No respondent may withdraw his or her proposal for a period of forty-five (45) days from the deadline date specified above.

### GENERAL SPECIFICATIONS:

- 1) **Proposal Requirements:** Each proposal must include the Reference Sheet and the Pricing Sheet, properly executed in order to be eligible for consideration. Upon request, the RFP will be mailed to local area custodial firms or provided in Word format by email.
- 2) **Term of Contract:** The CITY intends to develop a multi-year contract with the minimum term being two years.
- 3) **Tax Exempt:** The CITY is exempt from taxes as set forth in K.S.A. 79-3606 as a political subdivision and pricing should be based accordingly.
- 4) **Cash Basis Law:** Per KSA 10-1116b (3), the contract provides that the CITY is obligated only to pay periodic payments or monthly installments under the contract as may lawfully be made from funds budgeted and appropriated for that purchase during each current budget year.
- 5) **General Conditions:**
  - A. Prior to execution of a contract, CONTRACTOR shall furnish a list to the CITY of the CONTRACTOR's employees, including supervisors and management personnel, who will be assigned to do the custodial work under the contract. The Bonner Springs Police Department will do a background check on each of these employees. Any CONTRACTOR employee who does not pass a background check will not be allowed to do any work under the contract. Any new CONTRACTOR employees assigned to do work in any CITY facilities after the contract is initially signed will be likewise required to pass a background check before beginning work

## CONTRACT FOR CUSTODIAL SERVICES

under the contract.

- B. The CONTRACTOR's employees may be subject to HIPAA certification training conducted by CITY staff prior to being assigned to do any work at certain facilities.
- C. The CONTRACTOR's employees will be required to have in their possession while working in CITY facilities a security identification badge.
- D. The CONTRACTOR shall furnish all labor, supervision, equipment and supplies to adequately perform the required custodial services specified in the Scope.
- E. The CONTRACTOR will identify the chemicals and will provide to the CITY a Safety Data Sheet for each chemical used.
- F. The CONTRACTOR shall be liable for restoring and/or replacing any equipment or facilities which are damaged during the performance of the work specified in the Custodial contract.
- G. The CITY will provide hand soap, paper towels, toilet paper, air freshener, batteries and light bulbs.
- H. The CONTRACTOR shall provide a list of optional ancillary services and costs to be completed upon request.

### 6) Insurance Requirements:

- A. CONTRACTOR shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. CONTRACTOR shall provide certificates of insurance and renewals thereof. The CITY shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.
- B. Notice of Claim Reduction of Policy Limits: CONTRACTOR, upon receipt of notice of any claim in connection with the contract, shall promptly notify the CITY, providing full details thereof, including an estimate of the amount of loss or liability.
- C. CONTRACTOR shall promptly notify the CITY of any reduction in limits of protection afforded under any policy listed in the Certificate (or otherwise required by the contract) in excess of \$10,000.00, whether or not such impairment came about as a result of this contract.
- D. In the event the CITY shall determine that CONTRACTOR's aggregate limits of protection shall have been impaired or reduced to such extent that the CITY shall determine such limits inadequate for the balance of the project, CONTRACTOR shall, upon notice from the CITY, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the CITY.
- E. The Commercial General Liability insurance coverage that is to be provided by CONTRACTOR shall comply with appropriate section. Such insurance shall specifically insure the contractual liability assumed by the CONTRACTOR.

#### MINIMUM INSURANCE REQUIREMENTS - COMMERCIAL GENERAL LIABILITY POLICY

General Aggregate:	\$ 500,000
Products-Completed Operations Aggregate:	\$ 500,000
Personal & Advertising Injury:	\$ 500,000

## CONTRACT FOR CUSTODIAL SERVICES

Bodily Injury and/or Property Damage \$ 500,000  
Each Occurrence Limit

Policy must include the following conditions:

- iii. Contractual/Contractually Assumed Liability
- iv. Independent CONTRACTORS working for CONTRACTOR (If any)

F. Automobile Liability -Policy shall protect CONTRACTOR against claims for bodily injury and/or property damage arising from the ownership or use of all owned, hired and/or non-owned vehicles and must include protection for either:

iii. Any Auto

OR

iv. All Owned Autos, Hired Autos and Non-Owned Autos.

Limits of liability protection required are the SAME as the limits for the Commercial General Liability section. Policy shall insure the contractual liability assumed by CONTRACTOR.

G. Workers' Compensation and Employer's Liability -This insurance shall protect CONTRACTOR against all claims under applicable state Workers' Compensation laws. CONTRACTOR shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law. The policy shall include services in the State of Kansas with liability limits of not be less than the following:

- i) Workers' Compensation: Statutory
- ii) Employer's Liability:
  - Bodily Injury by Accident \$100,000 each accident
  - Bodily Injury by Disease \$500,000 policy limit
  - Bodily Injury by Disease \$100,000 each employee

H. Industry Ratings -The City will only accept coverage from an insurance carrier who offers proof that it:

- iv. Is licensed to do business in the State of Kansas;
- v. Carries a Best's policy holder rating of B+ or better; and
- vi. Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the CITY and CONTRACTOR.

I. Surety Bond; Service Industry Bond: The CONTRACTOR is to secure a "Service Industry Bond" in an amount not less than \$5,000. The City is to be named as the sole subscriber and the bond is to include a conviction clause waiver. Any claim payments are to be made directly to the subscriber.

### 7) NON-DISCRIMINATION/OTHER LAWS

A. The CONTRACTOR agrees that:

- i) the CONTRACTOR shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin ancestry or age;
- ii) in all solicitations or advertisements for employees, the CONTRACTOR shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (Commission);
- iii) if the CONTRACTOR fails to comply with the manner in which the

## CONTRACT FOR CUSTODIAL SERVICES

CONTRACTOR reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the CONTRACTOR shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;

- iv) if the CONTRACTOR is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the CONTRACTOR shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
- v) the CONTRACTOR shall include the provisions of subsections (A)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or CONTRACTOR.

The provisions of this section shall not apply to a contract entered into by a CONTRACTOR who employs fewer than four employees during the term of such contract; or

- B. The CONTRACTOR further agrees that the CONTRACTOR shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

# CONTRACT FOR CUSTODIAL SERVICES

## SCOPE OF WORK

The following describes the scope of custodial work for each of the CITY's facilities listed to be included in the custodial contract. The pricing to be presented with any response to this RFP is to be based on the following scope of work. The final scope of work and associated pricing may change during development of the custodial contract. The CITY may choose service days varying throughout buildings or remove buildings as determined necessary.

**Facilities:**

- City Hall – 205 E. 2<sup>nd</sup> Street
- Community Center – 200 E. Third Street
- Fire/EMS Facility – 13001 Metropolitan
- Library – 201 N. Nettleton
- Police Department (2 Buildings) – 120/130 N. Nettleton
- Public Works/Utilities (3 buildings) – 12021/12401 Kaw Drive

**Service Specifications:**

- 1) The CONTRACTOR will provide building custodial services on a flexible schedule based on the custodial need for each building listed under the above Facilities section.
- 2) The CONTRACTOR will provide all labor, equipment, and cleaning materials to adequately perform the required custodial services.
- 3) The CONTRACTOR will identify all chemicals and will provide to the CITY a Safety Data Sheet for each chemical used.
- 4) The CITY will provide hand soap, paper towels, toilet paper, air fresheners, air freshener cartridges, batteries, and light bulbs.
- 5) The cleaning schedule for the CONTRACTOR for each building:

	DAILY	WEEKLY	MONTHLY
Vacuum all carpeted areas	X		
Sweep and mop floors & stairs (including restrooms)	X		
Empty trash daily & place in dumpster	X		
Clean/Dust counter, table tops	X		
Clean drinking fountains	X		
Clean entrance & interior glass (including all public and employee entrances)	X		
Clean restrooms (sinks, toilets, dispensers, urinals, mirrors)	X		
Service restroom & kitchen dispensing units	X		
Clean eating areas counters, sinks and floors	X		
Remove paper, debris and sweep patios and entrance areas	X		
Spot clean carpets		X	
Sanitize All Door Handles/Buttons/Handrails (elevator, office, etc)		X	
Sanitize restroom walls & partitions with bleach			X
Machine Scrub Gym Floor			X
Reline wastebaskets	As needed		

# CONTRACT FOR CUSTODIAL SERVICES

## PRICING SHEET

Respondent (Company) Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Officer Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

The following pricing is to be based on the Scope of Work as presented in this RFP for each of the following service day options:

Building	Monthly Price			
	2 Service Days per Week	3 Service Days per Week	5 Service Days per Week	7 Service Days per Week
City Hall	\$537	\$649	\$768	\$900
Community Center	\$857	\$1,135	\$2,333	\$2,650
Fire/EMS Facility	\$537	\$649	\$768	\$900
Library	\$825	\$980	\$1,300	\$1,550
Police Department	\$370	\$481	\$644	\$796
Public Works/Utilities	\$453	\$577	\$747	\$885

**Special Service Request Hourly Pricing: \$ 18.50**

Attach a list of ancillary services and associated costs to be completed upon request of the CITY.

The CITY may choose service days varying throughout facilities or remove facilities as determined necessary.

I certify that I have read the Request for Proposals for Custodial Services, have contacted the CITY regarding any needed clarifications and submit this proposal with a full understanding of the requirements and specifications.

If selected by the CITY as the CONTRACTOR, I agree to abide by the terms and conditions specified in this RFP. I understand that this RFP and the proposal I submitted will become a part of and will be fully incorporated into the contract for Custodial services.

## ITEM NO. WS-3

### City Council Workshop Agenda Monday, March 14, 2016 – 6:30 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				
<b>RESULT</b>	<b>PASS</b>	<b>FAIL</b>		

**AGENDA ITEM: Well 4 Cleaning and Treatment**

**NARRATIVE:** The recommendation to chemically treat and clean Well 4 is discussed in the attached memo.



# BONNER SPRINGS UTILITIES



PROVIDING SAFE DRINKING WATER FOR OUR CITY AND CLEAN WATER FOR THE ENVIRONMENT

## MEMORANDUM

Date: March 9, 2016

To: Mayor and City Council  
Through: Sean Pederson, City Manager  
From: Rick Sailer, Director

**Subject: Well 4 Cleaning and Treatment**

**Recommendation:** Consensus to complete chemical cleaning and treatment for Well 4.

**Background:**

Well 4 was taken offline from our Public Drinking Water supply in 2013 due to extremely high manganese concentrations. We obtained a remediation permit from the Kansas Department of Agriculture (KDA) to purge the surrounding formation based on input and recommendation of our hydrogeological consultant and KDA. Under Kansas Water Right laws we cannot forego operations of an existing well without the risk of losing the water right. We pumped water from this well directly back into the river under the existing remediation permit in 2015 and began to see a reduction of the manganese levels. We expected reduced manganese levels once the Water Treatment Plant Backwash Settling Tank was brought online and the high levels of manganese being discharged into the Kansas River were reduced.

**Discussion:**

The Well has experienced a tremendous drop in output due to formation deterioration caused by naturally occurring bacteria which inhibits the ability of the well operation. The normal process when this occurs is to chemically clean and treat the well formation using acids and surfactants to remove the bacteriological build up causing the low water production. In an effort to get this well back into the Public Drinking Water permit, Staff recommends the cleaning and treatment, even though the expense was not included in the 2016 budget.

**Financial Impact:**

The estimated cost to chemically clean and treat Well 4 is \$14,000. The line item for well maintenance in the 2016 Budget is \$20,000. A purchase order has been issued for Well 2 routine cleaning and treatment for \$14,000, leaving \$6,000 in available budget. The work for Well 4 will require an additional \$8,000 over the available budget, which would be covered by using funds from another line item expense or a budget amendment. That final decision will be made during the 2017 Budget process.

**ITEM NO. WS-4**

**City Council Workshop Agenda  
Monday, March 14, 2016 – 6:30 p.m.**

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

**AGENDA ITEM: 2016 Water and Wastewater Users Rates & Fees**

**NARRATIVE:** The recommended rate and fee changes are discussed in the attached memo.

# BONNER SPRINGS UTILITIES

PROVIDING SAFE DRINKING WATER FOR OUR CITY AND CLEAN WATER FOR THE ENVIRONMENT

## MEMORANDUM

Date: March 7, 2016  
To: Mayor and City Council  
Through: Sean Pederson, City Manager  
From: Rick Sailer, Director  
  
Subject: 2016 Water & Wastewater Users Rates & Fees

---

### **Recommendation:**

Reach consensus for staff to move forward with Rate and Fee adjustments for FY2016 effective April 1, 2016.

### **Background:**

The items being discussed are listed below:

1. Approve a 2% increase for Water Rates & Service Charge (Fee).
2. Remove discounted water rate from 70,000-120,000 gallons
3. Approve a \$0.32/1,000 gallons increase for High Volume Water Rates (over 120,000 gallons).
4. Approve an 8% increase for Wastewater Rates & Service Charge.
5. Approve "Temporary Water Service Rate" for fire hydrant water usage.

### **Discussion:**

The Utilities Department adjusts Water and Wastewater User Rates based on the cost of operations and maintenance expenditures for each division and adjusts service fees based on overhead costs, debt payments, and capital costs required for replacement and upgrades to the water and wastewater systems. To ensure adequate funding is in place for the anticipated expenditures, the City Council was approved the FY2016 budget with these anticipated rate increases.

The Water Division Enterprise Fund remains healthy; therefore only minor increases are needed to maintain adequate reserves.

The Wastewater Division Enterprise Fund, however, remains under the desired reserve limit by \$200,000. The proposed 8% increase will maintain current reserves and fund some additional capital needs in 2016.

The recommended adjustments are based on the increased cost of materials and labor within the operations and maintenance portions of the budgets, incurred debt repayment, and scheduled capital improvements required to maintain efficient and sustainable infrastructure. The average bill for a residential customer for water and wastewater, using 6,000 gallons per month, will increase by \$4.87 per month, or \$0.162 per day.

## Financial Impact:

1. **Water User Fees & Rates:** Staff recommends a 2% increase for Water Service Fees and the water user base-rate effective 1 April 2016. Average residential bill for water will increase \$0.91 per month.
  - The service charge for residential customers will increase \$0.25 per month (\$12.60 to \$12.85)
    - Service Charge fees are based on meter size; the monthly fee will increase by 2% for all meter sizes.
  - The usage rate will increase \$0.11 per 1,000 gallons (\$5.46 to \$5.57).
    - *Average Kansas City Regional rate is \$6.11/1,000g (gallons)*
  - New Rate - Temporary Water Usage Fee established at 25% higher than base rate - \$6.96/1000g
    - *Temporary water is used by contractors using a fire hydrant meter.*
2. **High Volume Water Rates:** The volume discount rate of 5% for usage greater than 70,000 gallons will be deleted. Usage greater than 120,000 gallons will be set at 10% discount from the base rate resulting in an increase from \$4.69 to \$5.01/1,000g.
3. **Wholesale Water Rates:** We currently do not have a purchaser of water on a wholesale basis – such as a Rural Water District. Rates will be adjusted based on the previously approved discount rate structure.
4. **Wastewater User Fee and Rate:** Staff recommends an 8% increase for Wastewater Service Fees and wastewater base-rate effective 1 April 2016. An average residential customer bill for wastewater will increase \$3.96 per month, which is based on the follow:
  - The service charge for all customers will increase \$1.20 per month (\$14.95 to \$16.15)
  - The usage rate will increase \$0.46 per 1,000 gallons (\$5.69 to \$6.15).
    - *Average Kansas City Regional Rate is \$6.13/1000 gallons.*
5. **Outside City Limits Rates & Fees for Water & Wastewater:**
  - Outside City-Limit rates & fees will remain at 10% higher than City rates & fees. No discount will be offered for this rate.

## City Utility Rate Impact

The 2% increase in Water Service Fees and User Rates will result in estimated additional revenue in 2016 of \$33,000.

The 8% increase in the Wastewater Service Fee and User Rate will result in estimated additional revenue in 2016 of \$120,000.

# ITEM NO. 1.

## City Council Regular Agenda Monday, March 14, 2016 – 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				
<b>RESULT</b>	<b>PASS</b>	<b>FAIL</b>		

**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, March 14, 2016 – 7:30 p.m.**

**MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_

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

**Mayor Vote on Charter Ordinances & Planning Items** \_\_\_\_\_

**AGENDA ITEM: Minutes of the February 22, 2016 City Council Meeting**

**ACTION: Make a Motion to Approve the Minutes of the Regular Meeting Held on February 22, 2016**

**STAFF RECOMMENDATION: The City Manager and City Clerk Recommend Approval**

Enclosed are the minutes for approval.

## City Council Workshop Meeting – Monday, February 22, 2016 – 6:30 p.m.

**Governing Body Present:** Mayor Jeff Harrington and Councilmembers: Tom Stephens, Joe Peterson, Dani Gurley, Mike Thompson, Mark Kipp, George Cooper and Rodger Shannon

**Governing Body Absent:** Councilmember Bob Reeves

**City Staff Present:** Sean Pederson, City Manager; Amber McCullough, City Clerk; Tillie LaPlante, Finance Director; Carrie Newton, Public Housing Director; Jack Granath, Library Director, Skip Dobbs, Parks and Recreation Director; Justine Smith, Recreation Coordinator and Mark Zaretski, Police Chief

**WS – 3 - Strategic Planning Presentation** – The City Manager introduced the Newmark Grubb Zimmer team.

➤ Dr. Troy Nash, Principal, Newmark Grubb Zimmer introduced Stacy Sedler, Parker Webb and Santina Cessar. Discussion included the Newmark Grubb Zimmer philosophy and the process of strategic planning.

**WS – 2 - KONE Elevator Contract Rider** – The Public Housing Director presented:

- Kone has provided the Public Housing Authority (PHA) elevator maintenance for over thirty years.
- The current contract is for \$988 per quarter for a five year period. The PHA Director received notification from Kone that the rate was increasing to \$1,022.09 per quarter. The current contract expires on December 31, 2016.
- The PHA Director negotiated a new contract with Kone for \$405 per quarter effective February 1, 2016. The contract renews every thirty days and includes an annual price increase cap of 3.5%. The phone monitoring fee will be removed in the new contract.
- The current contract only requires the maintenance person drive by the facility “systematically.” The new contract requires the maintenance person must inspect the elevator quarterly and must check in with the PHA Director on site.
- The terms of the new contract will provide a total savings of \$7,988.48 over the next three years.

**WS – 1 - Occupational Licenses** – The City Clerk presented:

- Staff requested the City Council place a moratorium on all out-of-city occupational licenses not to include the Renaissance Festival until staff is able to review the Code of Ordinances.

Councilmember Stephens asked to take a break at 7:31 p.m. and reconvene after the City Council meeting. Council members reached consensus without opposition to break and reconvene after the City Council meeting.

The meeting reconvened at 7:59 p.m.

- Discussion included options for excluding certain types of businesses from the Occupational License requirement, state licensing, enforcement of occupational licenses, residents’ perception and reciprocity with other localities.

The City Council reached consensus to not place a moratorium but to revisit the issue at a City Council Workshop meeting in March.

The meeting adjourned at 8:37 p.m.

## City Council Minutes – Regular Meeting – Monday, February 22, 2016

The Bonner Springs City Council met in regular session at 7:30 p.m. on Monday, February 22, 2016.

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

**Governing Body Absent:** Councilmember Bob Reeves

**City Staff Present:** Sean Pederson, City Manager; Amber McCullough, City Clerk; Brian Hunt, Building Official and Dennis Hubbel, Fire Chief

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

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

### CONSENT AGENDA

The Council President read the Consent Agenda Items 2 through 9 and asked the staff, audience or City Council if they wished to remove an item for separate consideration. No items were removed.

**Item No. 2 – Minutes of the February 8, 2016 City Council Meeting** – Presented for approval.

**Item No. 3 – Claims for City Operations for February 22, 2016** - Presented for approval were the Supplement Claims in the amount of \$34,726.68 and Regular Claims in the amount of \$137,470.14.

**Item No. 4 – Public Housing Authority Claims for February 22, 2016** – Presented for approval were Supplement Claims in the amount of \$734.34 and Regular Claims in the amount of \$22,363.84.

**Item No. 5 – Appointments to Boards and Commissions** – Senior Center Advisory Board: Appoint Roger Miller to replace Judy Hitchcock for a three-year term to end March 2019 and appoint Marcia Atkinson to fill the unexpired term of Betty Walker to end March 2018.

**Item No. 6 – Reappointment to MARC Total Transportation Policy Committee** – Reappoint Rodger Shannon for a two-year term as Alternate Member of the MARC Total Transportation Policy Committee to end December 2017.

**Item No. 7 – KONE Elevator Contract Rider** – Approval to renew the contract with KONE to monitor and inspect the elevator at 420 North Park for \$135 per month.

**Item No. 8 – Public Housing Trash Policy for Family Units** - Approve and adopt a residential trash policy for all Bonner Springs Public Housing Authority family units.

**Item No. 9 – City Manager Contract Amendment** – Approval of the 1<sup>st</sup> Amendment to the City Manager's Employment Agreement.

### CONSENT AGENDA APPROVAL

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

### REGULAR MEETING AGENDA

**Item No. 10 - Update Fireworks Regulations** – The Building Official presented:

➤ The City Council reached consensus without opposition at the January 25, 2016 Workshop to present an Ordinance to amend the Fireworks regulations to align with the Kansas City, Kansas regulations to ensure consistency throughout Wyandotte County.

➤ Leslie Kline, Tonganoxie, KS, Manager of Kaboomer's fireworks stand, asked if the 500 gram multi-shot fireworks will be prohibited. The Mayor reviewed the details of the proposed regulations.

Stephens made a Motion to Approve an Ordinance Amending the Fireworks Regulations. Shannon seconded the motion and it carried on a vote of six to one. Councilmember Cooper voted against the motion. **Assigned**

**Ordinance No. 2421.**

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

➤ Staff included the department year end reports in the agenda packet. Please direct any questions to the City Manager.

➤ The 2016 Community Recycling and Shredding event will be March 10<sup>th</sup> through 17<sup>th</sup> at the library.

➤ The City is working on an e-newsletter. Text "BonnerNews" 22828 to sign up for the e-newsletter. Interested persons can also use the links on the City's website or the City's Facebook page to sign up for the e-newsletter.

➤ Cooper stated he appreciates that the parking lot at the old Thriftway store is being addressed and there is an asphalt company open about twenty miles away.

**Item No. 12 – City Council Items –**

- Stephens commented that tickets to the Kiwanis pancake breakfast March 12<sup>th</sup> are available.
- Kipp commented on the significant drop in DUIs reflected in the Police Chief's end of the year report.

**Item No. 13 – Mayor's Report – The Mayor:**

- Appreciates the hard work that is going into the workshop items and thanked staff for printing the information.
- Encouraged people to voice concern to legislators with support for STAR bonds for Economic Development.
- Councilmember Cooper asked if anyone else received a flier regarding the Woodlands?
- The Mayor welcome new Police Officer Stephen Wheeler to the City.

The meeting adjourned at 7:58 p.m.

\_\_\_\_\_ Amber McCullough, City Clerk

**ITEM NO. 3.**

**City Council Regular Agenda  
Monday, March 14, 2016 – 7:30 p.m.**

**MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_

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

**Mayor Vote on Charter Ordinances & Planning Items** \_\_\_\_\_

**AGENDA ITEM: Minutes of the February 29, 2016 Special Meeting**

**ACTION: Make a Motion to Approve the Minutes of the Special Meeting Held on February 29, 2016**

**STAFF RECOMMENDATION: The City Manager and City Clerk Recommend Approval**

Enclosed are the minutes for approval.

## City Council Special Meeting – Monday, February 29, 2016 – 5:30 p.m.

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

**City Staff Present:** Sean Pederson, City Manager; Amber McCullough, City Clerk; Tillie LaPlante, Finance Director; Carol Sharp, Human Resources Director; Brian Hunt, Building Official; Carrie Newton, Public Housing Authority Director; Don Slone, Planning Director; Jack Granath, Library Director; John Claxton, Emergency Medical Services Chief; Marcia Harrington, Community and Economic Development Director; Mark Zaretski, Police Chief; Rick Sailer, Public Works and Utilities Director; Skip Dobbs, Parks and Recreation Director; Justine Smith, Recreation Coordinator; Betsy Smith, Recreation and Facility Assistant and Tiffany Glover, Recreation Coordinator-Sports

The Mayor opened the meeting:

### **Strategic Planning Presentation –**

➤ Shockey Consulting – Sheila Shockey presented:

- Overview of employees and qualifications.
- Three phase plan –
  - Phase One - Project initiation and discovery – identify key issues in the community, identify topics, develop a community engagement plan and create a brand.
  - Phase Two - Engagement and vision – craft a vision and goals, create online questionnaire, facilitate and interactive public input forum, and digital engagement and draft a vision statement and goal areas.
  - Phase Three - Implementation – create and implement a strategic plan, hold a one day retreat, finalize the draft vision statement, develop and document goals, objectives and priorities.

- Recommend a follow up public forum after draft plan is available

- Documented final plan will be available to staff as a guide.

- Begin Phase 1 in March/April

- Approximate total cost of \$15,000

- Questions from City Council and staff:

What kinds of follow up services have been successful in the past? Shockey replied they followed up with another community with an economic summit and followed up with just the Mayor's staff with one client. What did you do with the Unified Government? Worked with the commission and council on their storm water and wastewater programs.

Does Shockey Consulting work with economic developers? Shockey only works with local government, not private entities.

What are the secrets to success with community involvement? It is easy to get involvement if people don't like what's going on; it is harder if things are going fine. Residents in smaller communities tend to be more involved and younger residents tend to like on line communication. Go to the community if they don't come to you.

Who will facilitate the staff retreat? Sheila Shockey, Shelby Ferguson and other staff members.

- Sheila Shockey asked at the end of the day, what do you think will make the process successful? Answers from staff and Council included: large community involvement and community trust and buy in.

➤ Novak Consulting

- Julia Novak presented and introduced herself and Patty Gentrup
- Strategic planning involves identifying what is true today, where do we want to go in the future, how are we going to get there?
- Setting the stage for the process – read up on the City then sit with City Manager and key staff to understand expectations, timeline and deliverables.
- Environmental scan - meet with each member of governing body individually and staff members, speak individually and in focus groups, public forum for the community.
- Retreat with City Council – work with City to identify a vision and key performance ideas; come away with a plan with action items and performance metrics.
- Headquartered in Cincinnati, OH and worked with multiple Kansas communities.
- Suggested the City Council should select Novak Consulting because they provide a tailored approach with local and national experience and 35% of 173 clients hired Novak for repeat engagements.
- Approximate total cost of \$25,000

- Questions from City Council and staff:
  - Are implementation strategies additional services? The company has built in to the proposal to leave the City with an implementation plan.
  - Are there recommended amounts of follow ups? Novak suggests annual visits.
  - What is the time frame? Novak is aware of a June deadline and stated it usually takes about 12-16 weeks.
  - How long is the plan valid? Novak stated the length of time is not as important as the vision. Some policies will be short term and some will be long term.
  - What will you do for downtown? Gentrup stated they will look at the goals.
  - What community involvement tricks do you have? Novak asked how the community is about using technology. Novak suggested using the people who are engaged in the process already.
  - Is printing and distributing the brochure included? No, the brochure will be provided electronically.
  - Do you use social meeting for data gathering? Do not have a large component for data gathering.

#### ➤ Management Partners

- Jaquelyn McCray presented.
- Collaborate with the governing body, department directors and community members.
- Develop a vision and mission, set goals and develop an implementation plan.
- Will conduct individual interviews with council and staff.
- Environment scan – inward and outward view of the area.
- Facilitate a public outreach forum
- Planning retreat to set goals and set success indicators.
- Draft a strategic plan and implementation action plan.
- Approximate total cost of \$22,990
- Questions from City Council and staff:
  - Who is the team who will be working on the project and how are they involved? Kevin Knutson, Project Director, Jacquelyn McCray, Project Manager and Sam Lieberman, Support.
  - Will you be on site for implementation assistance? That is not part of the proposal but can be added on.
  - What avenues will you use to get community involvement? Neighborhoods, school and athletic groups and use the city's website.

#### ➤ Waters and Company

- Art Davis presented:
  - An overview of his qualifications.
  - Very familiar with the Kansas City Metropolitan area
  - Recommend dialogue before locking into a process.
  - Approximate total cost of \$6,000
- Questions from City Council and staff:
  - Do you work alone or with a team? Typically works alone but has support staff if needed.
  - What ideas do you have for community involvement? Engage the civic and business community. It is tougher to get neighborhood groups involved.
  - Do you utilize strictly face to face data collection? Can customize, like to hold a pre-work session retreat to ask the governing body about important issues.
  - Can you expand on your deliverables? Can customize deliverables to the needs of the community.
  - Encourage the governing body to revisit the status about every six months.

Cooper made a Motion to Accept the Shockey Consulting proposal contingent upon formal approval of a contract. Reeves seconded the motion and it carried on a vote of eight to zero.

The meeting adjourned at 8:33 p.m.

**ITEM NO. 4.**

**City Council Regular Agenda  
Monday, March 14, 2016 – 7:30 p.m.**

**MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_

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

**Mayor Vote on Charter Ordinances & Planning Items** \_\_\_\_\_

**AGENDA ITEM: Claims for City Operations for March 14, 2016**

**ACTION: Make a Motion to Approve the Claims for City Operations for March 14, 2016**

**STAFF RECOMMENDATION: The City Manager and City Clerk Recommend Approval**

Enclosed are the Supplement Claims for City Operations in the amount of \$103,311.09 and the Regular Claims in the amount of \$217,326.45.

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: 03/10/2016

Time: 9:11 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
<b>UNION BANK &amp; TRUST Checks</b>							
129389	02/25/2016	Printed		4413	AT & T 5001	PHONE SERVICE	3,635.32
129390	02/25/2016	Printed		7084	AT&T U-VERSE	INTERNET SERVICE 1/10-2/9/16	217.00
129391	02/25/2016	Void	02/25/2016			Void Check	0.00
129392	02/25/2016	Void	02/25/2016			Void Check	0.00
129393	02/25/2016	Void	02/25/2016			Void Check	0.00
129394	02/25/2016	Void	02/25/2016			Void Check	0.00
129395	02/25/2016	Void	02/25/2016			Void Check	0.00
129396	02/25/2016	Void	02/25/2016			Void Check	0.00
129397	02/25/2016	Void	02/25/2016			Void Check	0.00
129398	02/25/2016	Void	02/25/2016			Void Check	0.00
129399	02/25/2016	Printed		6536	BANKCARD PROCESSING CENTER	TRAINING,VEH/EQUIP/BUILD MAINT	14,545.38
129400	02/25/2016	Printed		6222	JOSIE BAUMGARTNER	RESTITUTION	351.17
129401	02/25/2016	Printed		0122	BONNER SPGS FIREFIGHTERS ASSC	PAYROLL DEDUCTIONS	140.50
129402	02/25/2016	Printed		7632	LAUREN COPHER	WITNESS FEE	10.00
129403	02/25/2016	Printed		7630	DEB CRUM	RENTAL DEPOSIT REFUND	100.00
129404	02/25/2016	Printed		3665	W H GRIFFIN, TRUSTEE	PAYROLL DEDUCTIONS	2,220.00
129405	02/25/2016	Printed		7513	HSA BANK	PAYROLL DEDUCTIONS	620.00
129406	02/25/2016	Printed		7633	DOROTHY HUFF	REFUND UT BILLING OVERPAYMENT	66.42
129407	02/25/2016	Printed		7635	RICHIE HURT	RENTAL DEPOSIT REFUND	100.00
129408	02/25/2016	Printed		0898	ICMA RETIREMENT CORPORATION	PAYROLL DEDUCTS/BENEFITS	2,298.89
129409	02/25/2016	Printed		2195	KANSAS PAYMENT CENTER	PAYROLL DEDUCTIONS	747.28
129410	02/25/2016	Printed		9879	MAINSTREET CREDIT UNION	PAYROLL DEDUCTIONS	3,227.82
129411	02/25/2016	Printed		7637	RANDY MCAFFEE	REC PROGRAM CANCELED	50.00
129412	02/25/2016	Printed		8001	MIDWEST PUBLIC RISK	HEALTH,DENTAL,VISION INSURANCE	68,935.89
129413	02/25/2016	Printed		7206	NATIONAL INSURANCE MARKETING	PAYROLL DEDUCTIONS	2,490.81
129414	02/25/2016	Printed		7629	RONALD SARAGUZA	COURT BOND REFUND	350.00
129415	02/25/2016	Printed		7636	TIME WARNER CABLE	INTERNET SVC-EMS/FIRE,PD	1,143.82
129416	02/25/2016	Printed		4441	TMHC SVCS INC	DRUG POOL EXPENSES	303.50
129417	02/25/2016	Printed		0915	VERIZON WIRELESS	COMMUNICATION - IND PK - UT	11.01
129418	02/25/2016	Printed		7634	DENNIS VITT	WITNESS FEE	10.00
129419	02/25/2016	Printed		7631	STORMI VITT	WITNESS FEE	10.00
129420	02/25/2016	Void	02/25/2016			Void Check	0.00
129421	02/25/2016	Void	02/25/2016			Void Check	0.00
129422	02/25/2016	Printed		2169	WALMART	TIRE,MONITOR,REC PROGRAM SUPP	1,654.79
129423	02/25/2016	Printed		3790	WESTAR ENERGY	ELECTRIC SERVICE	71.49

Total Checks: 35 Checks Total (excluding void checks): 103,311.09

Total Payments: 35 Bank Total (excluding void checks): 103,311.09

Total Payments: 35 Grand Total (excluding void checks): 103,311.09

## Check Register Report

CHECK REGISTER

Date: 03/10/2016

Time: 9:16 am

Page: 1

Bonner Springs City Hall

BANK: UNION BANK & TRUST

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK &amp; TRUST Checks</b>							
129424	03/09/2016	Printed		2666	ABLE HANDS INTERPRETING SVCS	DEAF INTERPRETING SVC-COURT	131.00
129425	03/09/2016	Printed		3167	ACE PIPE CLEANING INC	SEWER LINE TV WORK	4,823.37
129426	03/09/2016	Printed		3562	ALAMAR	UNIFORMS-FIRE,PD,EMS	2,329.80
129427	03/09/2016	Printed		7638	ALANDON REBUILDER'S &EQUIPMENT	VEHICLE TOWING-PD	300.00
129428	03/09/2016	Printed		0402	ALDEN-HARRINGTON FUNERAL HOME	PLANT-CLAXTON	47.00
129429	03/09/2016	Printed		7646	CHRIS ALEXANDER	RENTAL DEPOSIT REFUND	100.00
129430	03/09/2016	Printed		6656	ANCHOR SALES & SERVICE	REPAIR WETWELL CRANE-WWTP	401.71
129431	03/09/2016	Printed		0825	ARLAN CO INC	FIELD PAINT-SOCCER	303.00
129432	03/09/2016	Printed		7647	CINDA ARNETT	RENTAL DEPOSIT REFUND	120.00
129433	03/09/2016	Printed		5615	AT & T 5011	SPECIAL CIRCUITS & ALARMS	291.58
129434	03/09/2016	Printed		2470	ATMOS ENERGY	GAS SERVICE	2,684.69
129435	03/09/2016	Printed		1461	AUGUSTINE EXTERMINATORS	PEST CONTROL-FIRE/EMS	75.00
129436	03/09/2016	Printed		9842	AUTOZONE	VEH MAINT/REPAIRS-PD,UT,P&R	64.21
129437	03/09/2016	Printed		1113	AWWA	MEMBERSHIP DUES-UT	300.00
129438	03/09/2016	Printed		9975	KENNEDY BACON	VOLLEYBALL REFEREE FEES	165.00
129439	03/09/2016	Printed		7645	LISA BELDEN	RENTAL DEPOSIT REFUND	125.00
129440	03/09/2016	Printed		0117	BOARD OF PUBLIC UTILITIES	WATER USAGE/JANUARY 2016	3,061.25
129441	03/09/2016	Printed		2849	BOCKYN LLC	RECREATION SOFTWARE FEES	150.00
129442	03/09/2016	Printed		4172	BOUND TREE MEDICAL	MEDICAL SUPPLIES-EMS	742.66
129443	03/09/2016	Printed		7650	DEVIN CAMPBELL	SECURITY DEPOSIT REFUND	15.56
129444	03/09/2016	Printed		7643	DEMEEKA CANADY	SHELTER RENTAL DEPOSIT	35.00
129445	03/09/2016	Printed		7070	CAPITAL ELECTRIC CONSTRUCTION	PLANT MAINTENANCE-UT	927.00
129446	03/09/2016	Printed		7102	CENTRAL SECURITY GROUP-	SECURITY SYSTEM MONITORING	122.00
129447	03/09/2016	Printed		0019	CHEMQUEST INC	CHEMICALS-WATER	3,374.25
129448	03/09/2016	Void	03/09/2016			Void Check	0.00
129449	03/09/2016	Printed		0144	CITY OF BONNER SPRINGS KS	SECURITY DEPOSITS APPLIED	1,325.00
129450	03/09/2016	Printed		2410	CITY TREASURER KCK	RESIDENTIAL REFUSE SVC	33,084.72
129451	03/09/2016	Printed		7235	CLIFFORD POWER SYSTEMS INC.	EQUIP MAINT/REPAIRS-UT	420.75
129452	03/09/2016	Printed		0213	COLEMAN EQUIPMENT INC	WEED EATER & EQUIP PARTS-CEMET	368.85
129453	03/09/2016	Printed		2676	CONOCO	PROPANE -PW,UT,P&R	85.00
129454	03/09/2016	Printed		0222	CONRAD FIRE EQUIPMENT INC	HELMETS & LIGHT BULBS-FIRE	633.67
129455	03/09/2016	Printed		4383	CUMMINS CENTRAL POWER LLC	LIFT STATION GENERATOR REPAIRS	430.83
129456	03/09/2016	Printed		1739	CUSTOM WELDING & FABRICATION	STREETLIGHT MAINT,REFILL CYLIND	225.67
129457	03/09/2016	Printed		6724	D K LEASING, LLC	CONCRETE FILL-UT	1,215.50
129458	03/09/2016	Printed		7640	DAVID DEARTH	REC PROGRAM CANCELATION	37.00
129459	03/09/2016	Printed		0467	DELL	TABLET DOCK STATION&ACCESORIES	11,848.72
129460	03/09/2016	Printed		7649	CHRISTINE DEVASTO	SECURITY DEPOSIT REFUND	11.04
129461	03/09/2016	Printed		1438	DIAMOND MANUFACTURING INC	BADGES-FIRE	487.59
129462	03/09/2016	Printed		7483	DXP ENTERPRISES INC	PLANT MAINTENANCE SUPPLIES	222.91
129463	03/09/2016	Printed		7652	EARLY FOUNDATION LLC	SECURITY DEPOSIT REFUND	43.52
129464	03/09/2016	Printed		6866	EDGARS TRANSMISSION	VEH MAINT/REPAIRS-TIBLOW	1,299.35
129465	03/09/2016	Printed		5516	EXECUTIVE MARKETING PROMOTIONS	REC PROGRAM UNIFORMS	1,086.03
129466	03/09/2016	Printed		4342	FELDMANS	LANDSCPE BARK,PADLOCKS,UNIFORM	277.72
129467	03/09/2016	Printed		7225	FORTILINE, INC	BUILDING MAINT/SUPPLIES	18.00
129468	03/09/2016	Printed		5223	G W VAN KEPPEL CO	EQUIP. REPLACEMENT PARTS-PW	103.82
129469	03/09/2016	Printed		7628	TIFFANY GLOVER	MILEAGE EXPENSE 1/19-1/20	52.70
129470	03/09/2016	Printed		7383	GREAT PLAINS SOCIETY FOR	ANIMAL SHELTER EXPENSE-PD	90.00
129471	03/09/2016	Printed		0021	HACH COMPANY	CHEMICALS-WTP	458.87
129472	03/09/2016	Printed		7644	DEE HARRIS	RENTAL DEPOSIT REFUND	100.00
129473	03/09/2016	Printed		1076	KATHERINE HAWK	REC PROGRAM CANCELATION	32.00

Check Register Report

CHECK REGISTER

Date: 03/10/2016

Time: 9:16 am

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
<b>UNION BANK &amp; TRUST Checks</b>							
129474	03/09/2016	Printed		4275	HAYNES EQUIPMENT CO INC	GRINDER PUMP REPAIRS-UT	6,921.67
129475	03/09/2016	Printed		7642	JEREMY HELDSTAB	COURT BOND REFUND	100.00
129476	03/09/2016	Printed		7242	HELGET GAS PRODUCTS INC	OXYGEN-EMS	149.07
129477	03/09/2016	Printed		7641	JENNY HOUSE	REC PROGRAM CANCELATION	60.00
129478	03/09/2016	Printed		0916	IIMC	MEMBERSHIP FEES-CITY CLERK	250.00
129479	03/09/2016	Printed		7069	INGERSOLL RAND COMPANY	PARTS F/AIR COMPRESSOR DRYER	974.29
129480	03/09/2016	Printed		6581	INLAND TRUCK PARTS CO.	VEH MAINT/REPAIRS-UT/PW	930.60
129481	03/09/2016	Printed		3289	J & D EQUIPMENT INC	SNOW PLOW-PW	3,908.00
129482	03/09/2016	Printed		0359	JIMS LOCK & SAFE SERVICE	REKEY DOOR-PD,PARTS F/LOCKS-PK	160.50
129483	03/09/2016	Printed		8018	KANSAS LAW ENFORCEMENT TRAINING	ENFORCEMENT ACADEMY TRAINING	450.00
129484	03/09/2016	Printed		5308	KANSAS ONE-CALL SYSTEM, INC	LOCATE FEES/FEB 2016	90.00
129485	03/09/2016	Printed		2014	KCPL	ELECTRIC SERVICE	668.08
129486	03/09/2016	Printed		4319	KDHE	CERTIFICATE RENEWAL-UT	20.00
129487	03/09/2016	Printed		3517	KEY EQUIPMENT & SUPPLY CO	GUTTER BROOM -PW	102.21
129488	03/09/2016	Printed		2023	KMJA	KS JUDGES' ASSOCIATION DUES	25.00
129489	03/09/2016	Printed		5799	KS DEPT OF AGRICULTURE	LIONS PARK FOOD LICENSE	160.00
129490	03/09/2016	Printed		3003	LAKE OF THE FOREST INC	REFUSE SUBSIDY	247.00
129491	03/09/2016	Printed		0852	LANMAN INCORPORATED	COMPUTER SVC/MAINT	775.00
129492	03/09/2016	Printed		2419	LARUE DISTRIBUTING INC	COFFEE & SUPPLIES-EMS	127.01
129493	03/09/2016	Printed		2248	LIFELINE TRAINING, LTD	WARRIOR'S EDGE TRAINING -PD	139.00
129494	03/09/2016	Void	03/09/2016			Void Check	0.00
129495	03/09/2016	Printed		1836	LOWE'S CREDIT SERVICES	COUNTERTOPS F/LIONS PARK,BULBS	1,181.37
129496	03/09/2016	Printed		7604	M.R.P.P. INC.	ORDINANCES,HEARING NOTICE	237.30
129497	03/09/2016	Printed		7553	MCANANY CONSTRUCTION INC	SECURITY DEPOSIT REFUND	754.28
129498	03/09/2016	Printed		7587	MCANANY OIL CO., INC.	MOTOR FUEL	7,560.77
129499	03/09/2016	Printed		9817	MEDASSURE HEARTLAND, LLC	MEDICAL WASTE DISPOSAL-EMS	37.13
129500	03/09/2016	Printed		6137	METRO COURIER INC	DELIVERY CHARGES-UT	26.30
129501	03/09/2016	Printed		6694	METROMEDIA, INC	VISITORS GUIDE & WEB LINK-CTC	445.00
129502	03/09/2016	Printed		3759	MIDWEST BUS SALES INC	VEH MAINT/REPAIRS-TIBLOW	115.50
129503	03/09/2016	Printed		6849	MJV-A LLC	UNIFORM CLEANING 1/1-1/31	145.50
129504	03/09/2016	Printed		2826	SUSAN MUCKENTHALER	TRANSCRIPTION SERVICES-PD	890.40
129505	03/09/2016	Printed		9839	MUELLER SYSTEMS, LLC	EZREADER SOFTWARE MAINT-UT	1,237.50
129506	03/09/2016	Printed		7506	NATURAL STRUCTURES	SLIDES-AQUATIC PARK	29,675.00
129507	03/09/2016	Printed		2933	EMILY NELSON	VOLLEYBALL REFEREE FEES	90.00
129508	03/09/2016	Printed		3094	NORRIS EQUIPMENT CO LLC	GRASSHOPPER MOWER-P&R	12,999.00
129509	03/09/2016	Printed		5050	NORTHERN SAFETY CO INC	GLOVES-WW & UT	173.77
129510	03/09/2016	Void	03/09/2016			Void Check	0.00
129511	03/09/2016	Printed		0947	O'REILLY AUTO STORES INC	VEH & EQUIP MAINT SUPPLIES	579.97
129512	03/09/2016	Printed		2924	OHD, INC	FIT TESTER CALIBRATION-FIRE	860.00
129513	03/09/2016	Printed		0187	OLATHE WINWATER WORKS	DISTRIBUTION & BUILDING MAINT	120.00
129514	03/09/2016	Printed		2126	OMNI SVC GROUP LLC	FEBRUARY AMB BILLING	1,245.73
129515	03/09/2016	Printed		3393	PACE ANALYTICAL	LAB TESTING F/WWTP	566.00
129516	03/09/2016	Printed		7003	ERIC PARR B	GIS SERVICES-PROJ. MANAGER	187.50
129517	03/09/2016	Printed		3531	PERRY & TRENT LLC	LEGALSVCS-CM	1,133.00
129518	03/09/2016	Printed		7012	PAUL PETERSON	VEH MAINT/REPAIRS-PD	353.82
129519	03/09/2016	Printed		0558	PHYSIO CONTROL INC	CPR DEVICE & SUPPORT AGRMT-EMS	20,284.06
129520	03/09/2016	Printed		2884	PITNEY BOWES	POSTAGE MACHINE SUPPLIES	104.53
129521	03/09/2016	Printed		7022	POSTMASTER	FIRST CLASS MAIL POSTAGE	825.00
129522	03/09/2016	Printed		0904	PREDATOR TERMITE & PEST CONTRL	QUARTERLY PEST CONTROL-PD	96.00
129523	03/09/2016	Printed		7648	MICHAEL PRICE	SECURITY DEPOSIT REFUND	63.71
129524	03/09/2016	Printed		0646	PUSHWATER ENTERPRISES INC	RECREATION PROGRAM FLYERS	232.11
129525	03/09/2016	Printed		4746	QUEEN'S PRICE CHOPPER	REC PROGRAM DANCE SUPPLIES	104.43

Check Register Report

CHECK REGISTER

Date: 03/10/2016

Time: 9:16 am

Bonner Springs City Hall

BANK: UNION BANK & TRUST

Page: 3

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK &amp; TRUST Checks</b>							
129526	03/09/2016	Printed		1811	RICOH USA, INC.	COPIER LEASES	1,228.62
129527	03/09/2016	Printed		3011	ANTHONY R RUSSO	JUDGE PRO-TEM	200.00
129528	03/09/2016	Printed		8441	SHAWNEE COPY CENTER	BUSINESS CARDS-PW	70.00
129529	03/09/2016	Printed		2927	SHRED-IT US JV LLC	SHREDDING SERVICE-EMS	48.78
129530	03/09/2016	Printed		3709	SIRCHIE FINGER PRINT LAB INC	PROPERTY ROOM SUPPLIES-PD	477.74
129531	03/09/2016	Printed		9993	SOUTHEASTERN EMERGENCY	CUSTODIAL SUPPLIES	16.52
129532	03/09/2016	Printed		3578	SPECTRA	PLIER,WRENCH,SCREWDRIVER SETS	407.10
129533	03/09/2016	Printed		6081	STAPLES ADVANTAGE	TOTES,TRAY,ENVELOPES,LABEL	126.10
129534	03/09/2016	Printed		0963	STATE INDUSTRIAL PRODUCTS	DISINFECTANT-EMS	119.99
129535	03/09/2016	Printed		7639	AMAYA C STICE	VOLLEYBALL REFEREE FEES	60.00
129536	03/09/2016	Printed		0766	T A STOLFUS DVM	VET SERVICES-PD	361.00
129537	03/09/2016	Printed		7257	THE PITNEY BOWES BANK INC	POSTAGE FOR METER	1,100.00
129538	03/09/2016	Printed		0352	TIGER TOW & TRANSPORT INC	VEH TOWING-TIBLOW	179.00
129539	03/09/2016	Printed		6802	TOTAL ELECTRIC CONTRACTORS INC	TRAFFIC SIGNAL REPAIRS	1,541.87
129540	03/09/2016	Printed		0299	TRAINING @ YOUR PLACE	COMPUTER SERVICES & MAINT	997.50
129541	03/09/2016	Printed		5824	ULINE	KEY CABINET&OFFICE SIGNAGE-P&R	152.47
129542	03/09/2016	Printed		3736	UNIFIED TREASURER	PRISONER CARE-PD	600.25
129543	03/09/2016	Void	03/09/2016			Void Check	0.00
129544	03/09/2016	Printed		6819	UNIFIRST COPRORATION	UNIFORM,RUG RENTAL-PW,UTIL	628.77
129545	03/09/2016	Printed		5442	UNITED COMMUNICATIONS CORP	PAGER REPAIRS-FIRE	197.10
129546	03/09/2016	Printed		1541	UNITED LABORATORIES	BACTERIAL TREATMENT-WW	360.93
129547	03/09/2016	Printed		3078	USA BLUE BOOK	FIRE HYDRANT GAUGES & FILTER	256.82
129548	03/09/2016	Printed		6332	UTILITY SOLUTIONS LLC	GRINDER PUMP TANK REPAIR-UT	800.00
129549	03/09/2016	Printed		8404	VESTA LEE LUMBER COMPANY	LUMBER & QUICKRETE- P&R	575.45
129550	03/09/2016	Printed		0712	W W GRAINGER	UNIFORMS,PAINT,STREET BROOMS	504.05
129551	03/09/2016	Printed		3230	WALLYS BODY SHOP	VEH MAINT/REPAIRS-PD	973.60
129552	03/09/2016	Printed		7530	WASTE MANAGEMENT OF MISSOURI	LANDFILL CHARGES FEB 1-15	3,109.05
129553	03/09/2016	Printed		7572	WASTE MANAGEMENT OF MISSOURI	DUMPSTER CHARGES	352.63
129554	03/09/2016	Printed		7588	WASTE MANAGEMENT OF MISSOURI	DUMPSTER CHARGES	97.00
129555	03/09/2016	Printed		2845	WATTS UP	LIGHTS F/CITY ENTRANCE SIGNS	199.00
129556	03/09/2016	Printed		7651	CORTNEY WELTZ-WYNETTE	SECURITY DEPOSIT REFUND	34.92
129557	03/09/2016	Printed		3790	WESTAR ENERGY	ELECTRIC SERVICE	26,190.21
129558	03/09/2016	Printed		8411	WILSON & COMPANY ENGINEERS	ENGINEERING SVCS-UT	1,629.75
129559	03/09/2016	Printed		3012	WORK ZONE	SIGNS & RIVETS-PW	319.78
129560	03/09/2016	Printed		7286	MARYAM ZLITNI	VOLLEYBALL REFEREE FEES	180.00

**Total Checks: 137** **Checks Total (excluding void checks): 217,326.45**

**Total Payments: 137** **Bank Total (excluding void checks): 217,326.45**

**Total Payments: 137** **Grand Total (excluding void checks): 217,326.45**

**ITEM NO. 5.**

**City Council Regular Agenda  
Monday, March 14, 2016 – 7:30 p.m.**

**MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_

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

**Mayor Vote on Charter Ordinances & Planning Items** \_\_\_\_\_

**AGENDA ITEM: Public Housing Authority Claims for March 14, 2016**

**ACTION: Make a Motion to Approve the Public Housing Authority Claims for March 14, 2016**

**STAFF RECOMMENDATION: The City Manager and Finance Director Recommend Approval**

Enclosed are the Regular Claims in the amount of \$2,743.57.

Check Register Report

PUBLIC HOUSING CHECK REGISTER

Date: 03/10/2016

Time: 9:09 am

Bonner Springs City Hall

BANK: UNION BANK & TRUST-PHA

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK &amp; TRUST-PHA Checks</b>							
97367	03/09/2016	Printed		P325	P A GREEN WAY HOME CLEANING	CLEAN AFTER TENANT MOVE	558.50
97368	03/09/2016	Printed		P827	P ATMOS ENERGY	TENANT UTILITY REIMBURSEMENT	186.40
97369	03/09/2016	Printed		P312	P C & C LOCK SERVICE	KEY COPIES (4)	15.80
97370	03/09/2016	Printed		P794	P HD SUPPLY FACILITIES MAINT	MAINTENANCE MATERIALS	147.59
97371	03/09/2016	Printed		P324	P HUELSON LAW FIRM LLC	EVICTON FEE	325.00
97372	03/09/2016	Printed		P542	P LINDSEY SOFTWARE SYS INC	ACCOUNTING SVCS	142.00
97373	03/09/2016	Printed		P503	P LOWES COMPANIES INC	TOILETS (2), STOVE BURNER	307.70
97374	03/09/2016	Printed		P800	P NUTS & BOLTS	PLUMBING & MAINT MATERIALS	184.32
97375	03/09/2016	Printed		P323	P WARREN LIKINS&ANGELA DANIELS	SECURITY DEPOSIT REFUND	237.00
97376	03/09/2016	Printed		P713	P WASTE MANAGEMENT OF MISSOURI	REFUSE SERVICE	271.54
97377	03/09/2016	Printed		P472	P WESTAR ENERGY	TENANT UTILITY REIMBURSEMENT	367.72
<b>Total Checks: 11</b>						<b>Checks Total (excluding void checks):</b>	<b>2,743.57</b>
<b>Total Payments: 11</b>						<b>Bank Total (excluding void checks):</b>	<b>2,743.57</b>
<b>Total Payments: 11</b>						<b>Grand Total (excluding void checks):</b>	<b>2,743.57</b>

**ITEM NO. 6.**

**City Council Regular Agenda  
Monday, March 14, 2016 – 7:30 p.m.**

**MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_

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

**Mayor Vote on Charter Ordinances & Planning Items** \_\_\_\_\_

**AGENDA ITEM: Drug & Alcohol Advisory Committee 2016 Funding Recommendations**

**ACTION: Make a Motion to Approve the City's Drug and Alcohol Advisory Committee Recommendation in the Total Amount of \$17,445 for Substance Abuse Programs and Equipment in 2016**

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

The recommendations from the Drug and Alcohol Advisory Committee are attached.

**Memorandum**

---

Date: March 2, 2016  
To: Mayor and Council  
Through: Sean Pederson, City Manager  
From: Tillie LaPlante, Finance Director

**Subject: Drug and Alcohol Advisory Committee 2016 Funding Recommendations**

**Recommendation:**

Approve the City's Drug and Alcohol Advisory Committee recommendation in the total amount of \$17,445 for substance abuse programs and equipment in 2016.

**Background:**

In the 2016 Budget, the City Council approved funds in the amount of \$25,000 for substance abuse programs to be paid from the Drug and Alcohol Fund. In December, the Drug and Alcohol Committee sent applications to all agencies who were awarded funds in 2015. The total amount of funds requested for 2016 from the applications received was \$17,445.

**Discussion:**

The Drug and Alcohol Advisory Committee recommends awards for 2016 as listed below.

<u>Agency/Program</u>	<u>Approved By Council 2015</u>	<u>Requested By Agencies 2016</u>	<u>Recommended By Committee 2016</u>
Bonner Spgs High School	\$ 1,099.95	\$ 1,100	\$ 1,100
Clark Middle School (Positive Action)	\$ 4,456.40	\$ 2,280	\$ 2,280
Clark Middle School (8 <sup>th</sup> Grade At-Risk Prog)		\$ 780	\$ 780
Project Graduation	\$ 4,000	\$ 4,500	\$ 4,500
Bonner Springs Police (Fatal Vision Goggles)		\$ 1,650	\$ 1,650
PACES (Wyandot Center For Behavioral Healthcare)	\$ 3,135	\$ 3,135	\$ 3,135
DARE Festival	\$ 4,000	\$ 4,000	\$ 4,000
Total Awards	\$16,691.35	\$ 17,445	\$ 17,445

Following are descriptions of the programs which are recommended for funding.

<b><u>Agency/Program</u></b>	<b><u>Description of Program</u></b>
Bonner Springs High School	Purchase the Human Relations Media Alcohol Tool Kit and Marijuana & Tobacco Kit to supplement the Essential Health Curriculum funded through the Drug and Alcohol fund last year. The materials will be utilized in freshman Health classes.
Project Graduation	This funding will pay for rental of the facility for an after-graduation celebration to provide senior high graduates a drug and alcohol free environment that is safe to enjoy and celebrate their senior accomplishments. With funding from the City for this event, parents and family members who in the past have spent their energy and efforts doing fundraising will now organize and conduct a variety of drug and alcohol programs and activities leading up to graduation night. The primary aim of the activities will be to increase awareness of the dangers of drinking, drugs, and driving and to reduce the number of youth involved in alcohol and other drug-related highway crashes. The parents plan to coordinate with local police, highway patrol, drug and alcohol recovery centers, and community sponsors to provide education and support during the school year culminating with the graduation night event.
PACES (Wyandot Center For Behavioral Healthcare)	Serve youth (ages 3 to 22) with behavioral and emotional needs who face issues including abuse, neglect, or other trauma; acting out in school; anger or aggression; problems paying attention; suicidal feelings; substance abuse; or run-ins with law enforcement.
DARE Festival	Festival held for DARE graduates promoting the idea of students remaining drug and alcohol free.
Clark Middle School	The Positive Action education program addresses a variety of healthy choices to live a drug free life and prepare students to handle social stresses and make wise choices. The program has age level kits so students will be educated each year of middle school (6 <sup>th</sup> – 8 <sup>th</sup> ) with different materials. This program was funded last year through the Drug and Alcohol fund. This year's funding will pay for a 6 <sup>th</sup> grade refresher kit, student training, shirts, and wristbands.
Clark Middle School	The 8 <sup>th</sup> Grade At-Risk Interventions and Rewards Program helps students develop the skills and work habits necessary to graduate high school. This includes working with the students on positive lifestyle choices outside of school, avoiding drugs and alcohol, and resisting peer pressure. The program involves a rewards system in which students who succeed in maintaining passing grades, demonstrate positive behaviors, and stay drug and alcohol free get to go to Worlds of Fun at the end of the school year. The funding would help pay the cost for 30 at-risk students to attend Worlds of Fun as a reward for succeeding in the program.

Bonner Springs Police

Funds will be used to purchase Fatal Vision Goggles which can be used at school and community events. When worn, the Fatal Vision Goggles give the appearance of impairment by alcohol. The goggles will be owned by the City and all use of the goggles will be approved through the School Resource Officer.

In addition to the above substance abuse programs, the City Council approved funds for the DARE program in the amount of \$42,650 in the 2016 Drug and Alcohol Budget. This covers 50% of the cost of the DARE Program which includes salary and benefits for the DARE officer as well as supplies for the program. All costs associated with the DARE program are paid through the Police budget in the General Fund. The amount funded by the Drug and Alcohol Fund is recorded as a transfer into revenue in the General Fund.

**ITEM NO. 7.**

**City Council Regular Agenda  
Monday, March 14, 2016 – 7:30 p.m.**

**MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_

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

**Mayor Vote on Charter Ordinances & Planning Items** \_\_\_\_\_

**AGENDA ITEM: Award of Custodial Service Contract**

**ACTION: Make a Motion to Approve the Contract with City Wide for Custodial Services Through December 31, 2017**

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

Please refer to Workshop Item No. WS-2 for more information.

## 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				
<b>RESULT</b>	<b>PASS</b>	<b>FAIL</b>		

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. 8.**

**City Council Regular Agenda  
Monday, March 14, 2016 – 7:30 p.m.**

**MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_

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

**Mayor Vote on Charter Ordinances & Planning Items** \_\_\_\_\_

**AGENDA ITEM: Resolutions for G.O. Bond Issue 2016-A and Refinance 2007-A, 2008-A, and 2009-A Bonds for a Total of \$5,175,000**

**ACTION: This item requires two motions: 1. Make a Motion to Approve a Resolution Authorizing the Public Sale of Approximately \$5,175,000 Principal Amount of General Obligation Refunding and Improvement Bonds, Series 2016-A; 2. Make a Motion to Approve a Resolution Authorizing the Construction of Certain Improvements to the Sewage System of the City and Authorize General Obligation Bonds to Provide Financing**

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

The City's Bond Counsel prepared the enclosed resolutions. Refer to Workshop Item No. WS-1 for more information.

**RESOLUTION NO. 2016-\_\_**

**A RESOLUTION AUTHORIZING THE PUBLIC SALE OF APPROXIMATELY \$5,175,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2016-A, OF THE CITY OF BONNER SPRINGS, KANSAS.**

**WHEREAS**, the City of Bonner Springs, Kansas (the "City") has previously issued the following general obligation bonds (collectively, the "Refunded Bonds"):

(a) General Obligation Bonds, Series 2007-A, dated August 1, 2007, in the original principal amount of \$1,120,000 and outstanding in the principal amount of \$615,000;

(b) General Obligation Bonds, Series 2008-A, dated February 15, 2008, in the original principal amount of \$1,680,000 and outstanding in the principal amount of \$1,270,000; and

(c) General Obligation Refunding and Improvement Bonds, Series 2009-A, dated August 15, 2009, in the original principal amount of \$7,605,000 and outstanding in the principal amount of \$4,340,000;

**WHEREAS**, the Governing Body of the City has determined that, in order to achieve interest cost savings through early redemption of the Refunded Bonds and to provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to provide for the sale of general obligation refunding bonds to refund certain maturities of all or a portion of the Refunded Bonds; and

**WHEREAS**, the Governing Body of the City has further determined that it is desirable to issue general obligation bonds to finance certain sewage system improvements within the City;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, KANSAS, AS FOLLOWS:**

**Section 1.** The General Obligation Refunding and Improvement Bonds, Series 2016-A, of the City in the principal amount of approximately \$5,175,000 (the "Bonds"), shall be offered at competitive public sale on April 25, 2016, at 11:00 a.m., Central Daylight Saving Time or at such other date or time approved by the Mayor that is the date of a City Council meeting.

**Section 2.** The City Clerk is authorized and directed to receive bids for the purchase of the Bonds on behalf of the City at the specified time and place and to deliver all bids received to the Governing Body at its meeting to be held at 7:30 p.m. on such date, at which meeting the Governing Body shall review the bids and act on the acceptance of the best bid. Such bids may be received electronically through an experienced municipal bond electronic bid provider and through other means determined by the Finance Director, in consultation with the City's Bond Counsel and Financial Advisor, as described herein, to be in the best interest of the City. The issuance of the Bonds is conditioned on (a) receipt of an opinion of the City's Bond Counsel,

Kutak Rock LLP (“Bond Counsel”), to the effect that the Bonds have been validly issued and that the interest on the Bonds is exempt from federal income taxation subject to the standard exceptions and (b) the net present value savings from the refunding is not less than 3%.

**Section 3.** The Mayor and City Clerk are authorized to cause to be prepared and executed a Preliminary Official Statement for use in connection with the sale of the Bonds.

**Section 4.** The City Clerk is authorized and directed to give notice of the sale of the Bonds by making copies of a Notice of Bond Sale and Preliminary Official Statement available to prospective purchasers of the Bonds.

**Section 5.** For the purpose of enabling the purchaser of the Bonds (the “Original Purchaser”) to comply with the requirements of Rule 15c2-12(b)(1) of the Securities Exchange Commission, the appropriate officers of the City are authorized, if requested, to provide the Original Purchaser a letter or certification to the effect that the City deems the information contained in the Preliminary Official Statement to be “final” as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Original Purchaser to comply with the requirement of such Rule.

**Section 6.** The City agrees to provide to the Original Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Original Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Original Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 7.** The Mayor; the City Clerk; the Finance Director; the City’s Bond Counsel; George K. Baum & Company, the City’s Financial Advisor; and the other officers and representatives of the City are authorized and directed to take such other action as may be necessary to carry out the public sale of the Bonds, including, but not limited to, selecting an escrow trustee and a certified public accountant for verification of the sufficiency of the refunding escrow.

**Section 8.** This Resolution shall be in full force and effect from and after its adoption.

(Remainder of Page Intentionally Left Blank)

**ADOPTED** by the Governing Body of the City on March 14, 2016.

CITY OF BONNER SPRINGS, KANSAS

(Seal)

\_\_\_\_\_  
Jeff Harrington, Mayor

ATTEST:

\_\_\_\_\_  
Amber McCullough, City Clerk

**RESOLUTION NO. 2016-\_\_\_**

**A RESOLUTION AUTHORIZING THE CONSTRUCTION OF CERTAIN IMPROVEMENTS TO THE SEWAGE SYSTEM OF THE CITY OF BONNER SPRINGS, KANSAS, UNDER K.S.A. 12-617 AND 12-618 AND AUTHORIZING GENERAL OBLIGATION BONDS TO PROVIDE FINANCING FOR SUCH IMPROVEMENTS.**

**WHEREAS**, pursuant to K.S.A. 12-617 and 12-618 (the "Act"), any city having a population of less than 80,000 which has not divided the city into more than one district for sewer purposes is authorized to provide for a system of sewerage, to build and construct sewers and to issue general obligation bonds to pay the cost thereof; and

**WHEREAS**, the City of Bonner Springs, Kansas (the "City"), is a city with a population of less than 80,000 which has not divided the City into more than one district for sewer purposes; and

**WHEREAS**, the Governing Body of the City hereby finds and determines that it is desirable and necessary to finance the cost of constructing improvements to the City's sewage system consisting of (i) installing a new in-channel grinder in the main flow channel at the headworks and installing a 6mm rotary mechanical fine-screen in the existing screening facility at the wastewater treatment plant, and (ii) pulling and rebuilding the clarifier #2 main drive, removing damaged material from the basin floor and recoating the basin floor, repainting the steel structure and repairing broken pipe under the basin floor at the wastewater treatment plant, and all related and appurtenant improvements (the "Improvements") which Improvements are a necessary and integral part of the City's system of sewerage and, therefore, authorized to be constructed and financed under the Act; and

**WHEREAS**, the Governing Body of the City hereby finds and determines that it is desirable and in the best interests of the City to provide financing for the Improvements through the issuance of general obligation bonds pursuant to the Act; and

**WHEREAS**, the total estimated cost of the Improvements, including the costs of issuance and financing costs, is \$260,000;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, KANSAS, AS FOLLOWS:**

**Section 1.** The Improvements are hereby authorized under the Act, and the City is authorized to issue its general obligation bonds in an amount not to exceed \$260,000 to pay for the cost of the Improvements.

**Section 2.** The obligations authorized by this Resolution are authorized to reimburse expenditures made by the City 60 days before and during the time after the date of this Resolution and certain preliminary expenditures in accordance with United States Treasury Regulation 1.150-2.

**Section 3.** This Resolution shall be in full force and effect from and after its adoption.

**ADOPTED** by the Governing Body of the City on March 14, 2016.

CITY OF BONNER SPRINGS, KANSAS

(Seal)

\_\_\_\_\_  
Jeff Harrington, Mayor

ATTEST:

\_\_\_\_\_  
Amber McCullough, City Clerk

**ITEM NO. 9.**

**City Council Regular Agenda  
Monday, March 14, 2016 – 7:30 p.m.**

**MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_

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

**Mayor Vote on Charter Ordinances & Planning Items** \_\_\_\_\_

**AGENDA ITEM: Mid-America Regional Council’s Planning Sustainable Places Program Funding Agreement**

**ACTION: Make a Motion to Approve the Funding Agreement with Mid-America Regional Council in the Amount of \$17,200 and Authorize the Mayor to Execute the Agreement**

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

During the 2015 budget session, Council approved funding for the K-32 Corridor study in the amount of \$20,000. This amount was included in the 2015 General Fund Budget. The money was not spent in 2015 and is available for use in 2016 General Fund budget.

**Funding Agreement**  
**Mid-America Regional Council's Planning Sustainable Places Program**

This Funding Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, between the Unified Government of Wyandotte County/Kansas City, Kansas ("Unified Government"), a municipal corporation, and the City of Bonner Springs, Kansas, a municipal corporation ("Bonner Springs").

**WHEREAS**, K.S.A. 12-2908 *et seq.*, allows municipalities to contract with each other to perform any governmental service, activity, or undertaking which each contracting municipality is authorized to perform by law; and

**WHEREAS**, the Mid-America Regional Council ("MARC") has developed *Transportation Outlook 2040* as the metropolitan transportation plan for Greater Kansas City that provides a policy framework for the investment of anticipated federal, state, and local funds, based on anticipated needs and regional goals and objectives, through the year 2040; and

**WHEREAS**, the Planning Sustainable Places program ("PSP Program") provides local governments with financial support to advance detailed planning and project development activities in support of *Transportation Outlook 2040's* activity centers and corridors framework; and

**WHEREAS**, MARC has received Seventy Seven Thousand Three Hundred Dollars and 00/100 (\$77,300.00) in federal grant funds for the Tri-City Multimodal Redevelopment Plan for redevelopment of the K32 corridor; and

**WHEREAS**, the Unified Government and MARC have entered into the Agreement for Planning Sustainable Places Program ("PSP Agreement"), in which the Unified Government agreed to pay a local match of Seventy Seven Thousand Three Hundred Dollars and 00/100 (\$77,300.00) for the Tri-City Multimodal Redevelopment Plan; and

**WHEREAS**, the Unified Government and Bonner Springs have determined that the Tri-City Multimodal Redevelopment Plan is a necessary investment to guide redevelopment of the K32 corridor so that it occurs in a coordinated, efficient, and effective manner; and

**WHEREAS**, Bonner Springs desires to provide funding to the Unified Government and the Unified Government desires to accept funding from Bonner Springs to support the Tri-City Multimodal Redevelopment Plan.

**NOW, THEREFORE, THE UNIFIED GOVERNMENT AND BONNER SPRINGS, IN CONSIDERATION OF THE TERMS, COVENANTS, AND CONDITIONS HEREIN CONTAINED, HEREBY AGREE AS FOLLOWS:**

**Section 1.** Bonner Springs shall pay the Unified Government Seventeen Thousand Two Hundred Dollars and 00/100 (\$17,200.00) for purposes of supporting the Tri-City Multimodal Redevelopment Plan. The Unified Government shall prepare and submit to Bonner Springs an invoice for that amount, and Bonner Springs shall make payment in a timely manner, not to

exceed sixty (60) days from receipt of the invoice. The Unified Government shall deposit the payment in a special account designated for the Tri-City Multimodal Redevelopment Plan.

**Section 2. Notices.** All notices required by this Agreement shall be in writing sent by regular U.S. mail, postage prepaid or commercial overnight courier to the following:

**To The Unified Government:**

Unified Government of Wyandotte County/ Kansas City, Kansas  
Public Safety Business Office  
D. Tiberius Laughlin, Director  
701 North 7th Street, Suite 715  
Kansas City, Kansas 66101

With copy to:

Unified Government of Wyandotte County/ Kansas City, Kansas  
Legal Department  
Kenneth J. Moore, Chief Counsel  
701 North 7th Street, Suite 961  
Kansas City, Kansas 66101

**To Bonner Springs:**

[Title]  
City of Bonner Springs, Kansas  
205 East Second Street  
Post Office Box 38  
Bonner Springs, Kansas 66012

With a copy to:

[Provide information.]

All notices are effective three (3) days after mailing if sent by U.S. mail or upon receipt if delivered by a courier. Either party may provide the other party a change of address which change shall be effective ten (10) days after delivery.

**Section 3. Ownership/Maintenance.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced in connection with the Tri-City Multimodal Redevelopment Plan shall be in the Unified Government.

**Section 4. Governing Law.** This Agreement shall be construed and governed in accordance with the law of the State of Kansas.

**Section 5. Compliance with Laws.** The parties shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Study and this Agreement.

**Section 6. Waiver.** No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted. Waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition.

**Section 7. Default and Remedies.** If a party shall be in default or breach of any provision of this Agreement, the other party may terminate this Agreement, suspend their performance, and invoke any other legal or equitable remedy after giving the other party thirty (30) days written notice and opportunity to correct such default or breach.

**Section 8. Headings; Construction of Contract.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender. In the event of any conflict between this Agreement and any incorporated Exhibits, the provisions of this Agreement shall control.

**Section 9. Modification.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except by written consent of both parties to this Agreement.

**Section 10. Severability of Provisions.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intention of the parties.

**Section 11. Force Majeure.** The term "Force Majeure Event" means acts or omissions of any governmental authority (other than with respect to the Unified Government), fires, storms, natural disasters, strikes, riots, terrorist attack, power failures, and any other event or occurrence, irrespective of whether similar to the foregoing, that is beyond the reasonable control of the party claiming that the Force Majeure Event affects its ability to perform any of its obligations under this Agreement. No party shall be liable for any delay in performance of any obligation under

this Agreement (other than the payment of money owned) or any inability to perform any obligation under this Agreement (other than the payment of money) if and to the extent that such delay in performance or inability to perform is caused by a Force Majeure Event, so long as the party claiming the Force Majeure Event is working diligently, to the extent reasonably possible, to terminate the Force Majeure Event. A party claiming a Force Majeure Event as an excuse for delay or nonperformance under this Agreement shall provide the other party with prompt notice of the initiation of the Force Majeure Event, when it is expected to terminate, and of the termination of such Force Majeure Event. A Force Majeure Event shall be deemed to be terminated with respect to a particular delay or nonperformance when its effects on such future performance have been substantially eliminated. Notwithstanding the foregoing provisions, settlement of a strike or lockout shall be deemed beyond the control of the party claiming excuse thereby regardless of the cause of, or the ability of such party to settle, such strike or lockout.

**Section 12. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same instrument.

**Section 13. Further Acts.** Subject to the appropriation of funds, the parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement.

**Section 14. Merger.** This Agreement, including any referenced Exhibits, constitutes the entire agreement between The Unified Government and Bonner Springs with respect to this subject matter, and supersedes all prior agreements between the Unified Government and Bonner Springs with respect to this subject matter, and any such prior agreement shall be void and of no further force or effect as of the date of this Agreement.

**Section 15. Term.** This Agreement shall begin upon its execution and shall continue until all the services to be provided are completed subject to the terms and conditions set forth in this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

**City of Bonner Springs, Kansas**

**Unified Government of Wyandotte  
County/Kansas City, Kansas**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Douglas G. Bach  
County Administrator  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Unified Government Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Assistant Counsel

**ITEM NO. 10.**

**City Council Regular Agenda  
Monday, March 14, 2016 – 7:30 p.m.**

**MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_

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

**Mayor Vote on Charter Ordinances & Planning Items** \_\_\_\_\_

**AGENDA ITEM: Water Storage Tank Cleaning/Inspection & Painting Project**

**ACTION: Make a Motion to Approve the Bid from TMI Coatings, Inc. for the Water Storage Tank Cleaning/Inspection & Painting Project in the Amount of \$36,500.**

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

The information for the recommendation is discussed in the enclosed memo.



# City of Bonner Springs



## PROJECT MANAGER MEMORANDUM

Date: March 07, 2016  
 To: Mayor and City Council  
 Through: City Manager, Public Works/Utilities Director  
 From: Project Manager

**SUBJECT: Water Storage Tank Cleaning/Inspection & Painting Project**

### Recommendation

Approve TMI Coatings, Inc. for the Water Storage Tank Cleaning/Inspection & Painting Project in the amount of \$36,500.

### Background

On 11 February 2016, Staff released for bid the Water Storage Tank Cleaning/Inspection & Painting Project. The invitation to bid was posted on the City website, in the Wyandotte Echo newspaper and sent to a Drexel Plan house. The bid includes a base bid price to clean and inspect the interior of the tank and paint the bottom 16 feet of the tank. Also included in the bid are alternate items to establish a price in case additional work is needed after inspection. These items include: removal of additional sediment from the bottom of the tank (if greater than three-inches), an hourly rate for floor stabilization, replacement of the roof vent and to paint the entire interior of the storage tank. At this time, we are only awarding the work for the base bid items.

On 3 March 2016, the City Clerk opened three bids as follows:

- |   |              |
|---|--------------|
| • TMI Coatings, Inc.                    | \$36,500.00  |
| • Genesis Environmental Solutions, Inc. | \$62,800.00  |
| • McGuire Ironworks                     | \$121,880.00 |

### Discussion

The water storage tank was constructed around 2002 and is dive inspected approximately every three years. After the last inspection, it was determined the tank needed to be drained and a dry inspection performed along with a thorough interior cleaning. Staff included several alternate items on the bid in case additional work is identified after the dry inspection. During Staff's weekly inspection, the exterior painting was identified as a problem which needs to be addressed as small areas in the lower two rings are peeling, exposing the steel tank to the elements. The top portion of the tank is fine and should be good for another 10-12 years at which time the whole tank will need to be repainted. Engineering is still evaluating the need to upgrade the vent system, but at this time we don't anticipate completing that work.

### Financial Impact

The Utilities Department budgeted \$200,000 for the tank cleaning, inspection and painting of the North Storage Tank. This amount was included in the 2015 budget and will be reallocated to the 2016 budget, which was discussed with Council at the Workshop held on 8 February 2016. The bid by TMI Coating, Inc. leaves a balance of \$163,500 to cover any additional work, such as interior painting if required, after the dry inspection is completed.

**ITEM NO. 11.**

**City Council Regular Agenda  
Monday, March 14, 2016 – 7:30 p.m.**

**MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_

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

**Mayor Vote on Charter Ordinances & Planning Items** \_\_\_\_\_

**AGENDA ITEM:** City Manager's Report

**ACTION:** None

**STAFF RECOMMENDATION:**

Report attached.

# City Managers Update

Date: March 10, 2016

To: Mayor and City Council

**1. Council Follow Up Items.**

**A. Drop in DUI arrest rate** – The Police Chief stated the drop in DUI arrest rates is consistent across the metro area. Many cities, including Bonner Springs, are seeing a drop in DUI rates.

**2. Planning Department Update** – The Planning Director sent a letter to the applicant, Daniel Foster, Schlagel & Associates, and the property owner, Guy Tiner, stating the request for the Comprehensive Plan Change and Rezoning for “The Villages at Deerfield” had expired. The “reversionary clause” in the adopting ordinance was executed due to the fact that no action was taken to address the conditions of approval that included the design and construction of the public improvements required in order to “file” the final plat. In view of this, the Future Land Use Map will retain the original Low Density Residential designation and the Official Zoning Map will reflect the original R-1, Single-Family Residential District zoning classification for the subject development.

**3. Occupational Licenses** – Staff is researching and comparing other cities’ regulations and Code language.

**4. Community and Economic Development Update** – Bonner Springs Pizza Company at 128 Oak Street is going out of business and Gambino’s Pizza is backfilling their tenant space. They anticipate opening in April.

**5. Strategic Planning** – I recently met with Sheila Shockey of Shockey Consulting to discuss the Strategic Planning timeline. We will be working to finalize community forum(s) and other ways of engaging the public. More information to follow.

**ITEM NO. 12.**

**City Council Regular Agenda  
Monday, March 14, 2016 – 7:30 p.m.**

**MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_

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

**Mayor Vote on Charter Ordinances & Planning Items** \_\_\_\_\_

**AGENDA ITEM:** City Council Items

**ACTION:** None

**STAFF RECOMMENDATION:**

**ITEM NO. 13.**

**City Council Regular Agenda  
Monday, March 14, 2016 – 7:30 p.m.**

**MOTION:** \_\_\_\_\_ **SECOND:** \_\_\_\_\_

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

**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.