

CITY COUNCIL AGENDA

Monday, March 28, 2016

Workshop – 6:45 p.m.

WS-1 UG Amphitheater Capital Improvements Memorandum of Understanding

WS-2 Tobacco 21: Purchase Age

Council Meeting – 7:30 p.m.

1. Proclamation Presentation - Fair Housing Month - April
2. Proclamation Presentation - National Library Week - April 10 through April 16
3. 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.
4. Minutes of the March 14, 2016 City Council Meeting
5. Claims for City Operations for March 28, 2016
6. Public Housing Authority Claims for March 28, 2016
7. Appointments to Boards and Commissions
8. Strategic Planning Agreement

REGULAR MEETING AGENDA

9. Tobacco 21: Purchase Age
10. Award of Mowing Contract
11. Public Housing Rent Rates
12. UG Amphitheater Capital Improvements Memorandum of Understanding
13. Water and Wastewater Utility Rates
14. City Manager's Report
15. City Council Items
16. Mayor's Report



City of Bonner Springs

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

WORKSHOP MEETING

6:45 p.m.

REGULAR CITY COUNCIL MEETING

7:30 p.m.

CITY HALL COUNCIL CHAMBERS

Monday, March 28, 2016

Life is Better in Bonner Springs

ITEM NO. WS-1

City Council Workshop Agenda Monday, March 28, 2016 – 6:45 p.m.

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

AGENDA ITEM: UG Amphitheater Capital Improvements Memorandum of Understanding

NARRATIVE:

The enclosed memorandum provides the background and financial impact of approving the Memorandum of Understanding.



City of Bonner Springs, Kansas
Memorandum

DATE: March 24, 2016
TO: Mayor and City Council
THRU: Sean Pederson, City Manager
FROM: Marcia Harrington, Community and Economic Development Director 

SUBJECT: Memorandum of Understanding with Unified Government for Providence Medical Center Amphitheater Capital Improvements

Recommendation:

The City Manager, Finance Director, City Attorney and Community and Economic Development Director recommend approval of a Memorandum of Understanding (MOU) with the Unified Government (UG) for Providence Medical Center (PMC) Amphitheater capital improvements.

Background:

At the July 27, 2015 Council Workshop, the City Council reviewed a request from Chris Fritz, New West Presentations, Inc., and Joe Connor, Assistant UG Administrator, regarding proposed capital improvements for Cricket Wireless Amphitheater, which is now renamed to Providence Medical Center Amphitheater. The proposed list of capital improvements in the amount of \$865,000 has not changed and is included in the attached MOU as Exhibit A. The capital improvements started in the fall of 2015 will be completed prior to the concert season starting this year in May.

The proposal from New West requested participation from the UG and the City of Bonner Springs to assist with payment of the \$865,000 in capital improvements. The request consisted of a one-time, up-front payment of \$115,000 with the UG contributing \$85,000 and the City of Bonner Springs contributing \$30,000. The remaining \$750,000 would be debt financed for ten years by the UG.

New West proposed to make the annual bond and interest payments to the UG in the estimated amount of \$92,500; pay an annual management fee of \$50,000 to the UG; pay an annual user fee of \$15,000 to the City of Bonner Springs in lieu of the Amusement Tax revenue collected from the venue; and after 52,500 tickets were sold, New West would pay \$0.75 to the UG for every ticket sold and \$0.25 to the City for every ticket sold.

The City Council provided consensus with the request to participate in the \$15,000 annual fee in lieu of Amusement Tax revenue, the \$0.25 payment for every ticket sold after 52,500 tickets sold and a one-time, up-front payment of \$30,000.

Discussion:

The enclosed MOU between the City of Bonner Springs and the Unified Government relates to the capital improvements at the PMC Amphitheater and outlines the mutual understandings and actions required to finance the capital improvements. The method of financial participation from the City of Bonner Springs has changed due requirements in the Amusement Tax Ordinance, but the end result is the same.

Instead of New West paying the City an annual user fee of \$15,000, the City would continue to collect the Amusement Tax from New West at the current rates of \$0.40 per ticket sold from 2016-2020 and \$0.45 per ticket sold for years 2021-2025. The City will retain the first \$15,000 collected from the Amusement Tax and will then pay the UG the amount collected above the \$15,000 up to the minimum ticket sales listed in the MOU Exhibit B for years 2016-2025, which would be used for repayment of the debt. In addition, for each ticket sold above the minimum ticket sales listed in Exhibit B, the City will pay to the UG \$0.15 from the amusement tax collected from 2016-2020 and \$0.20 from 2021-2025. These payments would be used for repayment of the debt or other capital costs that exceed \$1,000. A designated Bond/Capital Improvements Fund will be established by the UG to receive payments by the City.

Dan Trent, City Attorney, will be at the meeting on Monday evening to explain the MOU and answer questions you may have. We are expecting UG and New West representatives as well.

Financial Impact:

The City will continue to receive sales tax and liquor tax from the venue. We will continue to collect the amusement tax per the rate established in the ordinance. Revenue collected from the amusement tax in excess of \$15,000 up to the minimum ticket sales listed in the MOU will be paid annually to the UG for ten years. An additional \$0.15 per ticket from 2016-2020 and \$0.20 per ticket from 2021-2025 will be paid to the UG when ticket sales exceed the minimum ticket sales per Exhibit B. Participation with the UG and New West in this capital improvement endeavor will greatly contribute to the viability of the venue to attract bands that attract larger crowds.

The \$30,000 one-time, up-front payment was encumbered in the 2015 budget, with \$15,000 funded from the Tourism budget and \$15,000 from the General Fund.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BONNER SPRINGS AND
THE UNIFIED GOVERNMENT RELATING TO CAPITAL IMPROVEMENTS AT
PROVIDENCE MEDICAL CENTER AMPHITHEATER**

This MEMORANDUM OF UNDERSTANDING ("MOU"), is made and entered into as of _____, by and between the City of Bonner Springs, Kansas (hereinafter, the "City"), a municipal corporation and the Unified Government of Wyandotte County/Kansas City, Kansas, (hereinafter, the "Unified Government"), a municipal corporation, hereafter collectively referred to as "Parties."

RECITALS

WHEREAS, the Unified Government owns and controls property located at 633 North 130th Street, Bonner Springs, Wyandotte County, Kansas 66012 on which is constructed an outdoor amphitheater (the "Amphitheater"), now known as Providence Medical Center Amphitheater; and

WHEREAS, to enhance the public benefit of the Amphitheater to the citizens of Bonners Springs, the City desires to cooperate with the Unified Government in improving the viability of the Amphitheater through various capital improvements; and

WHEREAS, K.S.A. 12-2908 authorizes the parties to contract with each other to perform the above noted activity; and

NOW, THEREFORE, the Parties set forth their mutual understandings and actions required for financing of capital improvements at the Amphitheater, as follows:

UNDERSTANDINGS

1) OBLIGATIONS

- a. The Unified Government shall debt finance seven hundred and fifty thousand dollars (\$750,000) to perform capital improvements (as defined in Exhibit A) for the Amphitheater. The details of this financing are set out in a separate Management Agreement between the Unified Government and New West Presentations, Inc., a Missouri corporation (New West).
- b. Upon execution of this MOU by both parties, the City will provide a one-time payment of thirty thousand dollars (\$30,000.00) to the Unified Government to perform such capital improvements.
- c. The City will pay to the Unified Government certain proceeds from Amusement Tax revenues, as defined in Charter Ordinance No. 19A, as amended by Charter Ordinance No. 21 of the City of Bonner Springs, generated from tickets sales at the Amphitheater. These payments will be based on the following:
 - I. The City collects Amusement Tax at the rate of \$0.40 per ticket sold from 2016-2020 and at the rate of \$0.45 per ticket sold for years 2021-2025.
 - II. For the tickets sold at the Amphitheater according to Exhibit B, the City will collect the full amusement tax as provided by relevant ordinances and shall retain the first \$15,000 collected. The City will pay the amount collected above

\$15,000 to the Unified Government for years 2016-2025. Such payments shall be used toward repayment of debt as defined in Section 1a of this MOU.

- III. For each ticket sold beyond the number set in Exhibit B in a given year, the City will pay to the Unified Government from the amusement tax collected \$0.15 per ticket for years 2016-2020 and \$0.20 per ticket for years 2021-2025 . Such payments shall be used for the repayment of debt or other capital costs for the facility. Capital costs shall be defined as improvements or large repairs that exceed \$1,000.
- d. The Unified Government agrees to provide the City with an invoice that reflects that amount due to pay the current year's bond payment thirty (30) days in advance of such payment becoming due. Such documentation shall be provided no later than December 31st of each year.
- e. The Unified Government shall oversee the design and construction of all capital improvements and ensure compliance with local, state, and Federal laws.
- f. The Unified Government will establish a Bond/Capital Improvements Fund to receive payments from the City of Bonner Springs. At the end of the term set forth in Section 2)a., all unused remaining funds from the city of Bonner Springs will be remitted to the City of Bonner Springs within sixty (60) days.

2) OTHER PROVISIONS

- a. This MOU is effective on _____ and shall remain in force until December 31, 2025 unless extended or sooner terminated by full satisfaction by New West of its debt obligation, or by mutual consent of the Parties.
- b. This MOU may be executed in counterparts. This MOU does not create a joint venture, partnership, or any other relationship of association among the parties. Nothing contained herein is intended, nor shall this MOU be construed, as an agreement to benefit any third parties. This MOU embodies the entire agreement of the parties in relation to the matters contained herein, and no other understanding whether verbal, written, or otherwise exists among the parties.
- c. This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
- d. This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
- e. This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on either party. This Agreement shall be construed and interpreted so as to ensure that both parties shall at all times stay in conformity with such laws and, as a condition of this Agreement, both parties reserve the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. Both parties are obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the party's current budget year or (b) funds made available from any lawfully operated revenue producing source.

3) **NOTICES**

All notices, comments, consents, objections, approvals, waivers, and elections which any party shall be required or requested or may desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or facsimile transmission. All such communications shall be addressed to the applicable addresses set forth below or as any party may otherwise designate in the manner prescribed in this paragraph.

UNIFIED GOVERNMENT:

Unified Government Clerk
Municipal Office Building
701 No. 7th Street
Kansas City, KS 66101

With a copy to:

Chief Counsel
Unified Government Legal Department
701 No. 7th Street, 9th Floor
Kansas City, KS 66101

CITY OF BONNER SPRINGS:

City of Bonner Springs
Attn: City Manager
205 E. 2nd Street, P.O. Box 38
Bonner Springs, KS 66012

The address to which notices are mailed may be changed from time to time through notice served as set out in this paragraph.

IN WITNESS WHEREOF, the Parties have entered into this Memorandum of Understanding as of the date first set forth above:

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

Douglas G. Bach, County Administrator

Attest:

By: _____
Unified Government Clerk

Approved as to Form:

Misty S. Brown, Assistant Counsel

CITY OF BONNER SPRINGS, KANSAS

Sean Pederson, City Manager

Attest:

By: _____
Amber McCullough, City Clerk

Approved as to Form:

Danny C. Trent, City Attorney

Exhibit A

CAPITAL IMPROVEMENTS LIST

<u>Expense</u>	<u>Project</u>	<u>Description</u>
\$200,000	Seats	Replace lower seating and VIP boxes, refurbish upper seating. 1,200 regular seats -\$130,000; 224 VIP seats - \$30,000; refurbishment of 3,156 upper seats - \$40,000
\$100,000	Asphalt Repair	Repair entrances, walkways, plazas, employee lot and backstage lot
\$30,000	Sealing	Seal and stripe over all asphalt, Brenner Drive, reserved parking lot, employee lot, backstage
\$120,000	Concrete Work	Repair issues in seating areas and steps, lawn walkways and mixing booth
\$120,000	Concession Stands/Restrooms (exterior)	Replace awnings, counters and windows, paint, add stone and trim
\$35,000	Awnings	Replace all concession and merchandise stand awnings
\$5,000	Landscaping/Irrigation	Install irrigation system near VIP Club and in back corners of lawn
\$30,000	Backstage Pavilion	Create backstage party space for sponsors and artists
\$10,000	Signage & Lighting	Update signage and replace lighting
\$20,000	Fencing/Gates	Repair and stain fencing, repair and replace gates
\$35,000	VIP Club	Reseal floor, paint, replace furniture and update bathrooms
\$30,000	Public Restrooms (interior)	Repair and paint stalls and floors, replace walls and mirrors
\$10,000	Backstage	Replace catering and kitchen floor, paint
\$20,000	GA Pit/Walkway	Repair and epoxy finish in GA Pit; stain walkways near seating areas
\$45,000	Stage	Electrical, plumbing and lighting work, repair insulation and interior walls, paint
\$55,000	Concessions Coolers	Replacement of concessions compressors and eliminate R-22 coolant
Total: \$865,000		

Exhibit B - Annual Ticket Sales Schedule
To Satisfy Minimum Commitment Levels

Year	Bond Payment	U.G.	Bonner Springs	Ticket Sales @ \$3.00
1	\$90,158	\$50,000	\$15,000	51,719
2	\$93,465	\$50,000	\$15,000	52,822
3	\$91,155	\$50,000	\$15,000	52,052
4	\$93,845	\$50,000	\$15,000	52,948
5	\$91,370	\$50,000	\$15,000	52,123
6	\$88,895	\$50,000	\$15,000	51,298
7	\$91,420	\$50,000	\$15,000	52,140
8	\$93,780	\$50,000	\$15,000	52,927
9	\$90,975	\$50,000	\$15,000	51,992
10	\$93,170	\$50,000	\$15,000	52,723

ITEM NO. WS-2

City Council Workshop Agenda Monday, March 28, 2016 – 6:45 p.m.

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

AGENDA ITEM: Tobacco 21: Purchase Age

NARRATIVE:

The enclosed memorandum provides the information and background for Tobacco 21 which is an ordinance recommendation developed by the HealthyKC Tobacco Action Team. An ordinance is attached with Regular Agenda Item No. 9 for Council consideration.

Representatives from Healthy Communities Wyandotte will be present at the meeting to discuss Tobacco 21.



Date: March 22, 2016
To: Mayor and City Council
Through: Sean Pederson, City Manager
From: Skip Dobbs, Parks & Recreation Director
Subject: Tobacco 21 Ordinance

Recommendation: Approve an ordinance to raise the age to buy tobacco products from 18 to 21 years of age in the City of Bonner Springs.

Background: "Tobacco 21" is an ordinance recommendation developed by the HealthyKC Tobacco Action Team. HealthyKC is a regional health and wellness initiative launched by the Greater Kansas City Chamber of Commerce in partnership with Blue Cross and Blue Shield of Kansas City and many of our area's most esteemed health leaders. A national effort to reduce the age to purchase tobacco started in 1996. In 2005, Needham, Massachusetts, was the first city to act. Since then over 135 cities, including New York City and Chicago, in eight states and the entire state of Hawaii have passed Tobacco 21 and that number is increasing weekly.

The HealthyKC team supports local "Tobacco 21" ordinances that raise the legal age of purchase and sale for tobacco products, including alternative nicotine delivery devices, to 21 throughout Wyandotte County. Such ordinances have proven to reduce high school tobacco use, which is critically important since 95% of lifelong smokers begin before the age of 21. Roughly 10% of Wyandotte County high school seniors have smoked in the last 30 days and the use of e-cigarettes and vapor products is rising dramatically. Tobacco 21 ordinances are effective because the primary place that young smokers get tobacco is from their 18 to 20 year old peers.

By passing the ordinance it will also create county uniformity. The Unified Government passed an ordinance to raise the age to purchase tobacco products from 18 to 21 years of age on November 19, 2015.

Discussion: The Health Impact of raising the legal age to purchase cigarettes can be pronounced. Increasing the minimum legal sale age of purchasing tobacco to 21 can reduce overall smoking rates by 12%, while data from Needham, Massachusetts, shows a 50% reduction in tobacco use by high school students since their Tobacco 21 policy change in 2005. Fewer smokers before age 18 lead to fewer long-term smokers. In time, smoking prevalence will be significantly lower in our schools, workforce, and community.

Support has been tremendous. Seventy-five percent (75%) of U.S. adults, including 70% of current smokers are in favor of this ordinance to curtail young smokers. As of February 19, 2016, there are over 160 health organizations and businesses throughout the KC metro area supporting Tobacco 21.

Chief Zaretski doesn't see the change causing an additional burden on his department. Police will follow their normal checks and enforcement procedures, but for under 21 instead of under 18.

Finance Impact: This ordinance should not have a significant economic impact. It is expected to decrease tobacco sales by 2%.

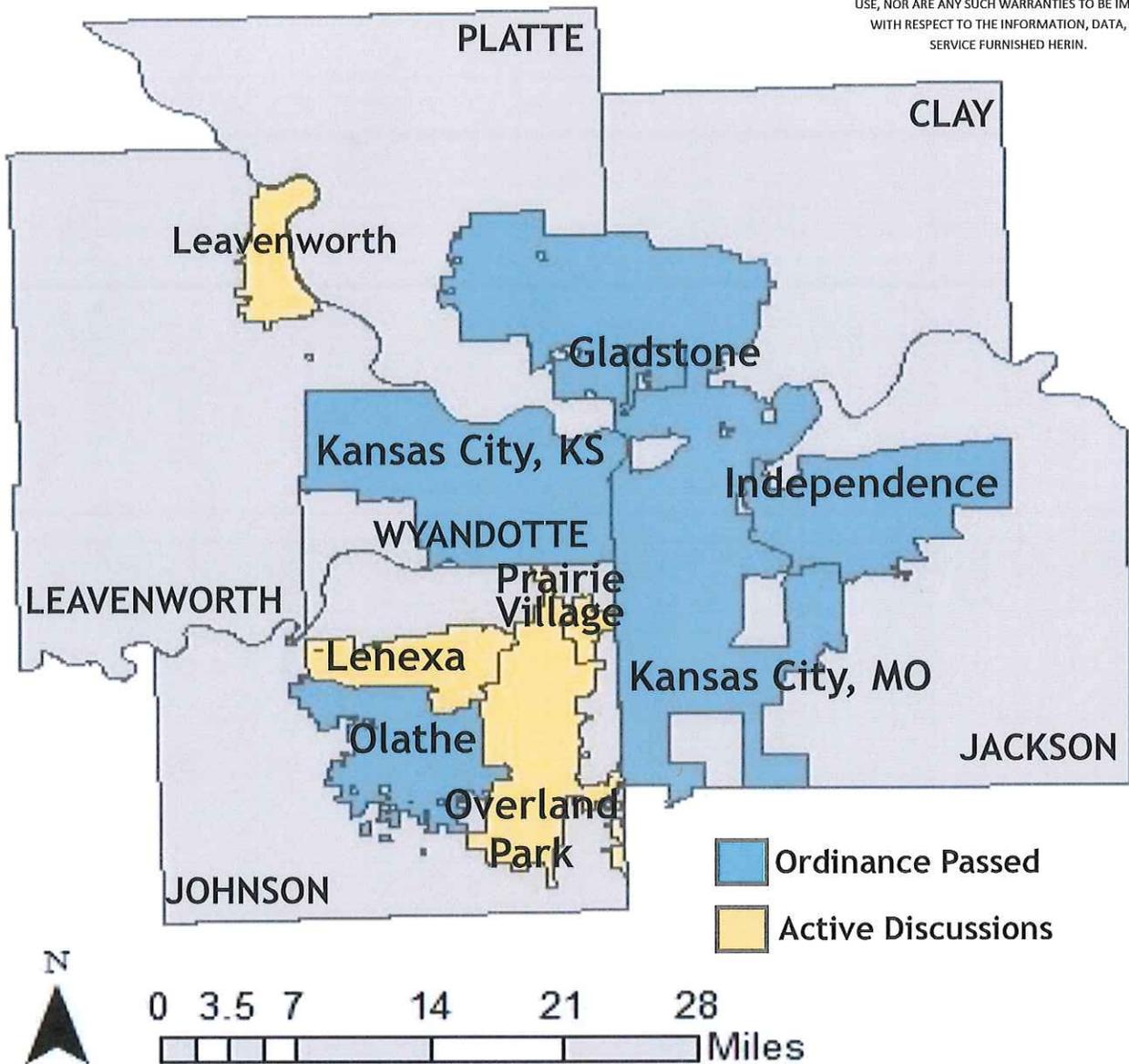


Tobacco 21 Activity Kansas City Metro Area

February 9, 2016



It is understood that, while the AIMS participating agencies and information suppliers have no indication or reason to believe that there are inaccuracies in information incorporated in the base map, AIMS AND ITS SUPPLIER MAKE NO REPRESENTATION OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED WITH RESPECT TO THE INFORMATION, DATA, OR SERVICE FURNISHED HERIN.



897,792 metro residents live in a city with a T21 ordinance

49% of the metro's population is covered by a T21 ordinance





Reducing Youth Smoking in Wyandotte County, KS

The Problem:

- » More than 95% of long-term smokers started before age of 21.
- » Adolescent brains are still developing and are uniquely sensitive to nicotine addiction.
- » While youth smoking cigarettes is slowly declining, e-cigarette use among youth has more than doubled in recent years.
- » E-cigarettes contain nicotine, toxic chemicals and carcinogens and are currently available to 18-year-olds.
- » On average, area youth try cigarettes for the first time at age 12.
- » Smokers cost up to 40% more than non-smokers in health care costs.
- » For private businesses, smoking employees have an excess cost of, on average, \$5,816 per year.
- » The primary place that underage smokers get tobacco is from their 18 to 20 year old peers.
- » Over 80% of high school seniors are older than 18 when they graduate.

The Solution: Increasing the minimum legal age of sale for tobacco products to 21.

Our Proposal:

1. The sale of tobacco products, e-cigarettes, vapor products, and paraphernalia should be restricted to those 21 and over.

The Health Impact:

- » Increasing the minimum legal sale age of tobacco to 21 can reduce overall smoking rates by 12%.
- » Data from Needham, MA shows a 50% reduction in tobacco use by high school students since their Tobacco 21 policy change in 2005.
- » Fewer smokers before 18 lead to fewer long-term smokers. In time, smoking prevalence will be significantly lower in our schools, workforce, and community.

Supporters:

- » 75% of U.S. adults, including 70% of current smokers.
- » Over 127 cities in eight states and the entire state of Hawaii have passed Tobacco 21.
- » Countless health organizations and businesses throughout the KC metro area.

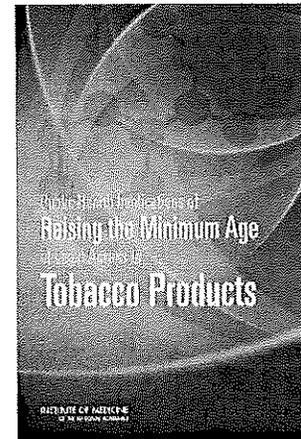
How do we do this?

Through simple changes to city ordinances, similar to the ones seen below.

Sec. 22-204. - Furnishing cigarettes to minors.

- (a) It shall be unlawful for any person within the city to sell or give to any minor under the age of ~~18~~ 21 years any cigarette, electronic cigarette, or tobacco product. No person shall buy any cigarette, electronic cigarettes, or tobacco product for any person under ~~18~~ 21 years of age.

Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products



Over the past 50 years, tobacco control in the United States has led to an estimated 8 million fewer premature deaths. However, tobacco use continues to significantly affect public health, and more than 40 million Americans still smoke.

In 2009, the Family Smoking Prevention and Tobacco Control Act granted the U.S. Food and Drug Administration (FDA) broad authorities over tobacco products, though it prohibited FDA from establishing a nationwide minimum age of legal access—an MLA for tobacco products—above 18 years of age. It also directed FDA to convene a panel of experts to conduct a study on the public health implications of raising the minimum age to purchase tobacco products. At FDA's request, the Institute of Medicine (IOM) convened a committee in 2013 for this purpose.

In the resulting report, *Public Health Implications of Raising the Minimum Age of Legal Access to Tobacco Products*, the committee of experts reviews existing literature on tobacco use initiation, developmental biology and psychology, and tobacco policy and predicts the likely public health outcomes of raising the MLA for tobacco products to 19 years, 21 years, and 25 years. The committee also uses mathematical modeling to quantify these predictions. Of note, the report contains only conclusions regarding raising the MLA; as requested by FDA, the committee does not offer recommendations as to whether the MLA should be raised.

...tobacco use continues to significantly affect public health, and more than 40 million Americans still smoke.

Lowering Initiation Rates

The initiation age of tobacco use is critical. Among adults who become daily smokers, approximately 90 percent report first use of cigarettes before reaching 19 years of age, and almost 100 percent report first use before age 26. As mentioned above, FDA cannot raise the MLA nationwide. However, states and localities can set a higher minimum age for their communities. Most states currently set the MLA at 18 years. Four states set it at 19 years, and several localities around the country have raised the minimum age to 21 years.

Based on its review of the literature, the committee concludes that overall, increasing the MLA for tobacco products will likely prevent or delay initiation of tobacco use by adolescents and young adults. The age group most impacted will be those age 15 to 17 years. The committee also concludes that the impact of raising the MLA to 21 will likely be substantially higher than raising it to 19. However, the added effect of raising the MLA from 21 to 25 will likely be considerably less.

The parts of the brain most responsible for

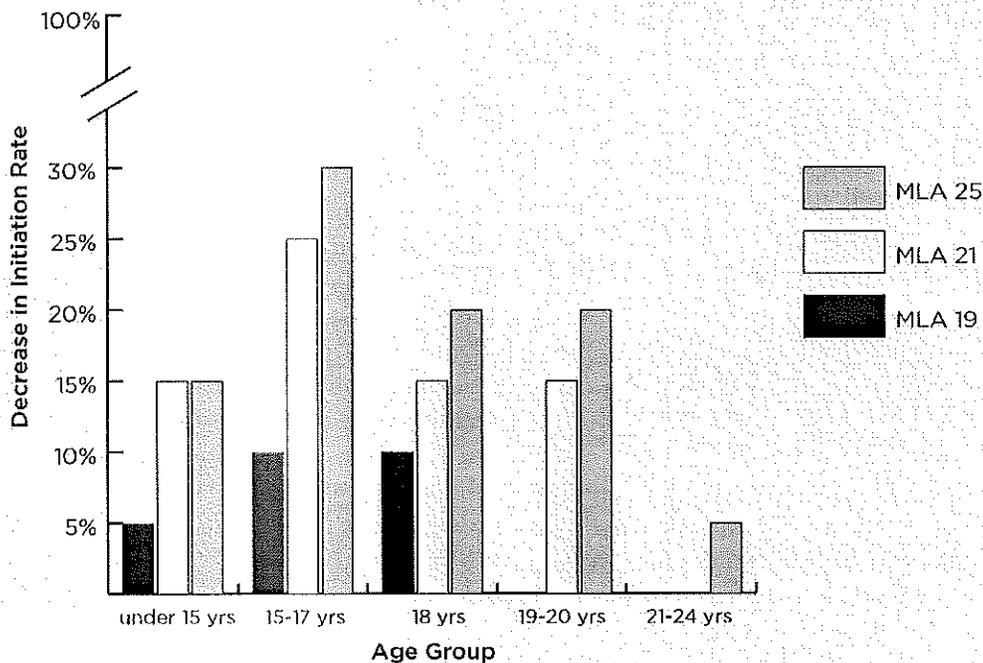
decision making, impulse control, sensation seeking, and susceptibility to peer pressure continue to develop and change through young adulthood, and adolescent brains are uniquely vulnerable to the effects of nicotine. In addition, the majority of underage users rely on social sources—like family and friends—to get tobacco.

Raising the MLA to 19 will therefore not have much of an effect on reducing the social sources of those in high school. Raising the MLA to 21 will mean that those who can legally obtain tobacco are less likely to be in the same social networks as high school students. In the same vein, increasing the MLA from 21 to 25 is not likely to achieve additional notable reductions in social sources for those under age 15.

Reducing Prevalence, Decreasing Disease

Delaying initiation rates will likely decrease the prevalence of tobacco users in the U.S. population. To quantify this decrease in both prevalence of tobacco users and in related health concerns

FIGURE: Committee Estimates Regarding Effects on Initiation Rates



NOTE: This figure was created using data from Table 7-2 in the report.

The parts of the brain most responsible for decision making, impulse control, sensation seeking, and susceptibility to peer pressure continue to develop and change through young adulthood, and adolescent brains are uniquely vulnerable to the effects of nicotine and nicotine addiction.

that could be a result of raising the MLA, the committee commissioned the use of two established and complementary tobacco simulation models, SimSmoke and the Cancer Intervention and Surveillance Modeling Network smoking population model (CISNET).

In using the models, the committee employed all available evidence and expert judgment to project outcomes. The committee also had to make assumptions with important implications. The models only address cigarette smoking, but the committee expects the MLA and relative effects on initiation to apply to all tobacco products. In addition, the models project the effects of raising the MLA on the United States as a whole and do not take into account existing variations in tobacco use—such as by race or socioeconomic status—initiation rates, and tobacco control activities. In addition, the rapidly changing landscape of tobacco products—for example, e-cigarettes—provides unknowns and could affect the future of tobacco product use in ways that the committee was unable to anticipate due to lack of evidence.

Based on the modeling and backed up by the literature review, the committee concludes that raising the minimum age of legal access to tobacco products in the United States, particularly to ages 21 and 25, will likely lead to a substantial reduction in smoking prevalence. If the MLA were raised now, the models projected that by the time today's teenagers were adults, there would be a 3 percent decrease in prevalence of tobacco use among those adults if the MLA were raised to 19, a 12 percent decrease if raised to 21, and a 16 per-

cent decrease if raised to 25.

Given a decline in the initiation rates of tobacco use by adolescents and lower prevalence in the population, it follows that tobacco-related disease would also decrease in proportion to the reduction in tobacco use. It is generally known that smoking-related diseases like cancer and heart disease develop over decades, and therefore, it could take many years to lower rates of these diseases; however, there could be immediate decreases in other tobacco-related health effects.

The committee concludes that raising the MLA will likely immediately improve the health of adolescents and young adults by reducing the number of those with adverse physiological effects such as increased inflammation and impaired immune functioning caused by smoking, as these could potentially lead to negative health consequences, including increased hospitalizations and lessened capacity to heal wounds. Adverse maternal, fetal, and infant outcomes—including preterm births, low birth weight, and sudden infant death—will also probably decrease due to reduced tobacco exposure in mothers and infants. Raising the MLA will also lessen the population's exposure to secondhand smoke and its associated health effects, both now and in the future.

Over time, the committee concludes that raising the MLA will likely lead to substantial reductions in smoking-related mortality, though results from the models suggest that these results will not be observed for at least 30 years, assuming that the MLA increase occurs now. The CISNET model



Committee on the Public Health Implications of Raising the Minimum Age for Purchasing Tobacco Products

Richard J. Bonnie (Chair)
Harrison Foundation Professor of Medicine and Law, Professor of Psychiatry and Neurobehavioral Sciences, Director of the Institute of Law, Psychiatry, and Public Policy, University of Virginia

Anthony J. Alberg
Blatt Ness Distinguished Endowed Chair in Oncology, Professor, Public Health Sciences, Interim Director of Hollings Cancer Center, Medical University of South Carolina

Regina Benjamin
NOLA.com/Times Picayune Endowed Chair in Public Health Sciences, Xavier University, New Orleans

Jonathan Caulkins
Professor, Operations Research and Public Health Policy, Heinz College of Public Policy and Management, Operations Research Department, Carnegie Mellon University

Bonnie Halpern-Felsher
Professor, Department of Pediatrics, Director of Research, Associate Director of Adolescent Medicine Fellowship Program, Division of Adolescent Medicine, Stanford University

Swannie Jett
Executive Director, Florida Department of Health in Seminole County

Harlan Juster
Director, Bureau of Tobacco Control, New York State Department of Health

Jonathan D. Klein
Associate Executive Director, Julius B. Richmond Center of Excellence for Children and Secondhand Smoke, American Academy of Pediatrics

Paula M. Lantz
Professor and Chair, Department of Health Policy and Management, Milken Institute School of Public Health, The George Washington University

Robin Mermelstein
Director of the Institute for Health Research and Policy, Professor of Psychology, Clinical Professor of Community Health Sciences, School of Public Health, Institute for Health Research and Policy, University of Illinois, Chicago

Rafael Meza
Assistant Professor, Department of Epidemiology, University of Michigan

Patrick O'Malley
Research Professor, Institute for Social Research, University of Michigan

Kimberly Thompson
Professor of Preventive Medicine and Global Health, University of Central Florida College of Medicine, President, Kid Risk, Inc.

Consultants

Theodore R. Holford
Susan Dwight Bliss Professor of Public Health (Biostatistics) and Professor of Statistics, Yale School of Medicine, Yale University

David T. Levy
Professor, Lombardi Comprehensive Cancer Center, Georgetown University Medical Center

Maria Rofitis
Postdoctoral Research Fellow, Adolescent Medicine, Division of Adolescent Medicine, Department of Pediatrics, Stanford University

Study Staff

Kathleen Stratton
Study Director

Leslie Y. Kwan
Research Associate

Bettina Ritter
Research Assistant

Anna Martin
Senior Program Assistant

Dois Romero
Financial Associate

Rose Marie Martinez
Senior Board Director, Board on Population Health and Public Health Practice

Study Sponsor

U.S. Food and Drug Administration

projected that if the MLA were raised now to 21 nationwide, there would be approximately 223,000 fewer premature deaths, 50,000 fewer deaths from lung cancer, and 4.2 million fewer years of life lost for those born between 2000 and 2019.

Conclusion

The public health impact of raising the MLA for tobacco products depends on the degree to which local and state governments change their policies. These decisions will depend on each state's or locality's balance between personal interests and the privacy of young adults to make their own choices versus society's legitimate concerns about protecting public health.

The IOM committee makes conclusions about likely public health outcomes of raising the MLA for tobacco products. Overall, in the absence of transformative changes in the tobacco market, social norms and attitudes, or in the knowledge of patterns and causes of tobacco use, the committee is reasonably confident that raising the MLA will reduce tobacco use initiation, particularly among adolescents 15 to 17 years of age; improve the health of Americans across the lifespan; and save lives. 



INSTITUTE OF MEDICINE
OF THE NATIONAL ACADEMIES

Advising the nation • Improving health

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Washington, DC 20001
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ITEM NO. 1.

City Council Regular Agenda Monday, March 28, 2016 – 7:30 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				
RESULT	PASS	FAIL		

AGENDA ITEM: Proclamation Presentation - Fair Housing Month - April

ACTION: None

STAFF RECOMMENDATION:

The Mayor will present a proclamation for Fair Housing Month.

ITEM NO. 2.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Proclamation Presentation - National Library Week - April 10 through April 16

ACTION: None

STAFF RECOMMENDATION:

The Mayor will present a proclamation for National Library Week.

ITEM NO. 3.

City Council Regular Agenda Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

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

ACTION: None

STAFF RECOMMENDATION:

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

CONSENT AGENDA

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

ITEM NO. 4.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Minutes of the March 14, 2016 City Council Meeting

ACTION: Make a Motion to Approve the Minutes of the Regular Meeting Held on March 14, 2016

STAFF RECOMMENDATION: The City Manager and City Clerk Recommend Approval

Enclosed are the minutes for approval.

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

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

Governing Body Absent: Councilmember Tom Stephens

City Staff Present: Sean Pederson, City Manager; Christina Brake, Deputy City Clerk; Tillie LaPlante, Finance Director; Rick Sailer, Utilities Director

WS – 1 – G.O. Bond Issue and Refinance 2007-A, 2008-A and 2009-A Bonds for a Total of \$5,175,000 –

The Finance Director introduced Roger Edgar, George K. Baum, who reviewed refinancing bonds.

- The City has three bond issues which are close to their optional redemption date with an average 4.1% interest rate. The City can issue new bonds with same amortization at just over 2% interest rate to save a projected \$ 238,983.
- Staff recommended issuance of G.O. Bond Series 2016-A in the amount of \$255,000 for sewer improvements. The 2016 Wastewater Budget includes funding for the Headworks Screening Upgrade Project and rehabilitation of one clarifier. Staff recommended funding the Wastewater projects with G.O. Bonds and allocating the approved budgetary funds for engineering design for the Sante Fe Interceptor Project at an estimated cost of \$75,000. The remaining funds will increase the Wastewater Fund Reserves.

WS – 2 – Custodial Service Contract – The City Manager presented:

- The City issued an RFP for custodial services in February 2016.
- The custodial department has experienced constant turnover for years.
- The Library reduced their requirements from seven days to five days per week
- Staff considered the bid amounts, checked references and recommends the City Council award the contract to City Wide.
- The department currently has three part time employees whose positions will be eliminated.

WS – 3 – Well 4 Cleaning and Treatment – The Utilities Director presented:

- Well No. 4 was taken off line previously and pumps under a remediation permit form Kansas Department of Agriculture.
- Well No. 4 experienced a drop in output due to naturally occurring bacteria formation.
- The 2016 includes \$20,000 for well maintenance. Well no. 2 is scheduled for routine cleaning and treatment at a cost of \$14,000 leaving \$6,000.
- Well No. 4 will require an additional \$8,000 over the available budget which will be covered by another line item or by a budget amendment.
- Staff recommended the City Council reach consensus to complete chemical cleaning and treatment for Well No.4.

WS – 4 – 2016 Water and Wastewater User Rates and Fees – The Utilities Director presented:

- During 2016 Budget discussions the City Council discussed Water and Wastewater user rate increases.
- Staff recommended the City Council approve the following:
 - Water rate and service charge increase – 2%. The service charge for residential customers will increase from \$12.60 to \$12.85 per month. Usage rates for residential customers will increase from \$5.64 per 1,000 gallons to \$5.57 per 1,000 gallons. The 2 % increase will result in estimated additional revenue in the amount of \$33,000 for 2016.
 - Remove discounted water rate for 70,000-120,000 gallons
 - High volume water rate (over 120,000 gallons) increase to \$0.32 per 1,000 gallons from \$4.69 per 1,000 gallons to \$5.01 per 1,000 gallons.
 - Wastewater rate and service charge increase – 8%. The service charge for residential customers will increase from \$14.95 to \$16.15 per month. Usage rates for residential customers will increase from \$5.69 per 1,000 gallons to \$6.15 per 1,000 gallons. The 8 % increase will result in estimated additional revenue in the amount of \$120,000 for 2016.
 - Temporary Water Service Rate for fire hydrant water usage at 25% above base rate at \$6.96 per 1,000 gallons.
- The Wastewater Enterprise Fund is under the desired reserve limit by \$200,000. The proposed 8% increase will maintain current reserve funds and fund some additional capital needs in 2016.
- Staff recommended the City Council reach consensus to move forward with rate and fee increases effective April 1, 2016.

The meeting adjourned at 7:28 p.m.

City Council Minutes – Regular Meeting – Monday, March 14, 2016

The Bonner Springs City Council met in regular session at 7:30 p.m. on Monday, March 14, 2016.

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

Governing Body Absent: Councilmember Tom Stephens

City Staff Present: Sean Pederson, City Manager; Christina Brake, Deputy City Clerk; Tillie LaPlante, Finance Director; Rick Sailer, Utilities/Public Works Director; Dennis Hubbel, Fire Chief and Teresa Hubbel, Fire Admin

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 – Larry Roland, Wyandotte County Undersheriff, presented a plaque to Denny Hubbel, Fire Chief and Teresa Hubbel, Fire Admin, in appreciation of the Bonner springs Fire Department.

CONSENT AGENDA

The Council President read the Consent Agenda Items 2 through 7 and asked the staff, audience or City Council if they wished to remove an item for separate consideration. No items were removed.

Item No. 2 – Minutes of the February 22, 2016 City Council Meeting – Presented for approval.

Item No. 3 - Minutes of the February 29, 2016 Special Meeting – Presented for approval.

Item No. 4 – Claims for City Operations for March 14, 2016 - Presented for approval were the Supplement Claims in the amount of \$103,311.09 and Regular Claims in the amount of \$217,326.45.

Item No. 5 – Public Housing Authority Claims for March 14, 2016 – Presented for approval were Supplement Claims in the amount of \$734.34 and Regular Claims in the amount of \$2,743.57.

Item No. 6 – Drug and Alcohol Advisory Committee 2016 Funding Recommendations – The Finance Director and Drug and Alcohol Advisory Committee recommended the City Council approve program funds in the amount of \$17,445 for 2016 substance abuse programs. The requests received were less than the approved budget of \$25,000. The Committee may request the City Council fund additional programs later this year.

Item No. 7 – Award of Custodial Service Contract – On February 18, 2016 the City received eight bids for the Custodial Service RFP from DSA Precision Cleaning, Jani-King, Source Building Solutions, Riteway Maintenance, City Wide, FSG, MC Janitorial and VB Enterprises. Staff recommended the City Council award the bid to City Wide due to cost, extensive experience with other cities and positive information received from multiple references.

CONSENT AGENDA APPROVAL

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

REGULAR MEETING AGENDA

Item No. 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 – The Finance Director presented:

➤The City issued Series 2007-A Bonds in August 2007 in a total amount of \$1,120,000 to mature September 2022; Series 2008-A Bonds February 2008 in a total amount of \$1,680,000 to mature September 2028 and Series 2009-A Bonds in August 2009 in a total amount of \$7,605,000 to mature September 2029.

➤Staff recommended the City Council approve refinancing the callable portion of the bonds to realize an estimated savings of \$238,983.

➤Staff recommended the City Council approve issuance of General Obligation Bonds Series 2016-A in a total amount of \$255,000 for sewer improvements. The term for the new bonds is seven years with interest only payments until September 2023 when the principal will be paid in full.

Cooper made 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. Thompson seconded the motion and it carried on a vote of seven to zero. **Assigned Resolution No. 2016-03.**

Cooper made 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. Reeves seconded the motion and it carried on a vote of seven to zero. **Assigned Resolution No. 2016-04.**

Item No. 9 – Mid-America Regional Council’s Planning Sustainable Places Program Funding Agreement –
The Finance Director presented:

- During the 2015 budget session the City Council approved funding for the K-32 Corridor study in the amount of \$20,000.
- The 2015 General budget included the \$20,000 but the money was not spent in 2015 and is available for use in the 2016 General Fund budget.
- The amount needed for the Mid America Regional Council (MARC) Sustainable Places Program Funding Agreement is \$17,200.
- Staff recommended the City Council approve the Funding Agreement with MARC in the amount of \$17,200 and authorize the Mayor to execute the agreement.

Reeves made 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. Kipp seconded the motion and it carried on a vote of seven to zero.

Item No. 10 – Water Storage Tank Cleaning/Inspection and Painting Project – The Utilities Director presented:

- The North Water Storage Tank was built around 2002 and has been dive inspected approximately every three years.
- Staff determined it needs to be drained, dry inspected and thoroughly cleaned.
- On March 3, 2016 Staff received three bids for cleaning, inspection and painting; McGuire Ironworks - \$121,880, Genesis Environmental Solutions, Inc. -\$62,800 and TMI Coatings, Inc. - \$36,500.
- The funds were included in the 2015 budget and will be reallocated to the 2016 budget.
- The contractor will clean and inspect the interior of the tank and paint the bottom 16 feet of the tank exterior.
- Staff recommended the City Council approve to award the bid to TMI Coatings, Inc. for water storage tank cleaning, inspection and painting in an amount of \$36,500.

Gurley made a Motion to Approve the Bid from TMI Coatings, Inc. for the Water Storage Tank Cleaning/Inspection and Painting Project in the Amount of \$36,500. Cooper seconded the motion and it carried on a vote of seven to zero.

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

- The Planning Director sent a letter to Guy Tiner, property owner, stating the request for Comprehensive Plan Change and Rezoning for “The Villages at Deerfield” expired.
- Staff is researching regulations and code language regarding Occupational Licenses.
- Bonner Springs Pizza Company at 128 Oak is out of business and Gambino’s Pizza will open in the same space.
- Met with Shicla Shockey, Shockey Consulting, to discuss the Strategic Plan timeline and will provide a more thorough update later.

Item No. 12 – City Council Items –

- Shannon asked what other communities are doing with their Occupational License regulations.
- Kipp met with the Parks and Recreation Board and is excited about items planned for the Aquatic Park.
- Thompson commended the City Manager on the Strategic Planning presentations and thanked staff for their work.
- Reeves reported a patch of road just south of 648 Lakewood about three feet wide and six feet long needs attention.
- Cooper reported the Community Garden is sold out again this year and thanked Parks and Recreation staff for their work.
- Cooper asked if the City need a designated IT person to help with the new emergency service system. The City Manager noted that at this time, there is not a need.
- Cooper attended the Kansas State Taxation Committee.

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

- Reported the Welcome sign at the I-70 westbound exit is broken.
- Continues to watch the Kansas legislature regarding Star Bond financing.

The meeting adjourned at 8:06 p.m.

_____ Amber McCullough, City Clerk

ITEM NO. 5.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Claims for City Operations for March 28, 2016

ACTION: Make a Motion to Approve the Claims for City Operations for March 28, 2016

STAFF RECOMMENDATION: The City Manager and City Clerk Recommend Approval

Enclosed are the Supplement Claims for City Operations in the amount of \$26,242.49 and the Regular Claims in the amount of \$96,452.73.

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: 03/23/2016

Time: 2:51 pm

Page: 1

Bonner Springs City Hall

BANK: UNION BANK & TRUST

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129562	03/11/2016	Printed		2470	ATMOS ENERGY	GAS SERVICE	644.77
129563	03/11/2016	Printed		7324	ANNE HOLT	RENTAL DEPOSIT REFUND	100.00
129564	03/11/2016	Printed		7655	NICOLE HOUSER	RENTAL DEPOSIT REFUND	100.00
129565	03/11/2016	Printed		7513	HSA BANK	PAYROLL DEDUCTIONS	1,520.00
129566	03/11/2016	Printed		0898	ICMA RETIREMENT CORPORATION	PAYROLL DEDUCTS/BENEFITS	2,209.60
129567	03/11/2016	Printed		3108	JC COMMUNICATIONS BEST	AFTER HRS ANSWERING SVC	73.00
129568	03/11/2016	Printed		2195	KANSAS PAYMENT CENTER	PAYROLL DEDUCTIONS	562.61
129569	03/11/2016	Printed		9879	MAINSTREET CREDIT UNION	PAYROLL DEDUCTIONS	3,202.82
129570	03/11/2016	Void	03/11/2016			Void Check	0.00
129571	03/11/2016	Void	03/11/2016			Void Check	0.00
129572	03/11/2016	Void	03/11/2016			Void Check	0.00
129573	03/11/2016	Printed		6709	NUTS & BOLTS	UTIL&PARK SUPPLIES,VEH SUPP	655.88
129574	03/11/2016	Printed		7653	ABBIE OWENS	RENTAL DEPOSIT REFUND	100.00
129575	03/11/2016	Printed		1811	RICOH USA, INC.	COPIER LEASE	369.09
129576	03/11/2016	Printed		7654	CHELSEA ROBERTSON	RENTAL DEPOSIT REFUND	100.00
129577	03/11/2016	Printed		7656	SELENA SHARP	RENTAL DEPOSIT REFUND	100.00
129578	03/11/2016	Printed		3790	WESTAR ENERGY	ELECTRIC SERVICE	13,251.17
129579	03/21/2016	Printed		7022	POSTMASTER	POSTAGE F/HYDRANT FLUSHING	569.65
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Total Payments: 19						Bank Total (excluding void checks):	26,242.49
Total Payments: 19						Grand Total (excluding void checks):	26,242.49

Check Register Report

CHECK REGISTER

Date: 03/23/2016

Time: 2:48 pm

Bonner Springs City Hall

BANK: UNION BANK & TRUST

Page: 1

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129581	03/23/2016	Printed		7586	ANTHEM PUBLISHING INC	AD F/OVERLAND PK VISITOR GUIDE	600.00
129582	03/23/2016	Printed		7449	APEX ENVIROTECH, INC.	LAB TESTING -UT	1,034.00
129583	03/23/2016	Printed		2894	ARROW INTERNATIONAL	MEDICAL SUPPLIES-EMS	1,112.09
129584	03/23/2016	Printed		7084	AT&T U-VERSE	INTERNET SVC 2/10-3/9/16	224.47
129585	03/23/2016	Printed		2470	ATMOS ENERGY	GAS SERVICE	1,511.91
129586	03/23/2016	Printed		9975	KENNEDY BACON	VOLLEYBALL REFEREE FEES	75.00
129587	03/23/2016	Printed		4399	BEDFORD CO	POOL TABLE MAINT-SENIOR CENTER	380.00
129588	03/23/2016	Printed		0109	BERNING TIRE COMPANY	TIRE F/WELDER- UT	28.50
129589	03/23/2016	Printed		4457	BILL RUSS PRODUCTIONS	DARE FESTIVAL M.C.	1,000.00
129590	03/23/2016	Printed		0117	BOARD OF PUBLIC UTILITIES	WATER USAGE/FEBRUARY 2016	3,778.64
129591	03/23/2016	Printed		0121	BONNER SPGS LIBRARY	WY & JO CO TAX DISTRIBUTION	14,752.92
129592	03/23/2016	Printed		7027	BONNER SPRINGS ANIMAL CARE CTR	VET SERVICES-PD	481.00
129593	03/23/2016	Printed		7379	BONNER SPRINGS HIGH SCHOOL	SUBSTANCE ABUSE FUNDING 2016	4,500.00
129594	03/23/2016	Void	03/23/2016			Void Check	0.00
129595	03/23/2016	Printed		4172	BOUND TREE MEDICAL	MEDICAL SUPPLIES-EMS	2,409.78
129596	03/23/2016	Printed		0966	CITY OF OLATHE	TREE & TURF SEMINAR-PW	40.00
129597	03/23/2016	Printed		0213	COLEMAN EQUIPMENT INC	EQUIPMENT REPLACEMENT PARTS-PW	135.37
129598	03/23/2016	Printed		0218	COMMENCO INC	VEHICLE EQUIPMENT-PD	81.00
129599	03/23/2016	Printed		5560	COMMERCIAL AQUATIC SVCS INC	CHEMICALS FOR POOL	54.62
129600	03/23/2016	Printed		2676	CONOCO	PROPANE -UT	18.00
129601	03/23/2016	Printed		0222	CONRAD FIRE EQUIPMENT INC	FIRE BROOMS	224.64
129602	03/23/2016	Printed		2216	CROSBY PLUMBING	BATHROOM DRAIN REPAIRS-CHALL	118.00
129603	03/23/2016	Printed		6509	CS CAREY, INC.	MULCH F/COMM GARDEN WALKWAY	90.00
129604	03/23/2016	Printed		6724	D K LEASING, LLC	CONCRETE FILL-UT	589.50
129605	03/23/2016	Printed		7662	DENNIS BOSLEY TOPSOIL	TOPSOIL F/COMMUNITY GARDEN BED	375.00
129606	03/23/2016	Printed		0192	DOUGLAS PUMP SERVICE INC	COLLECTION SYS MAINT-WW	2,515.00
129607	03/23/2016	Printed		0274	EMERGENCY MEDICAL PRODUCTS	MEDICAL SUPPLIES-EMS	79.16
129608	03/23/2016	Printed		5420	EVERETT MILBERGER PEST CONTROL	PEST CONTROL-UT	150.00
129609	03/23/2016	Printed		2621	EXPRESS WASH AMERICA LLC	CAR WASHES-PD	140.00
129610	03/23/2016	Printed		4736	FASTENAL	PART F/BOOSTER STATION-UT	336.12
129611	03/23/2016	Printed		7205	FC INDUSTRIES	ANIMAL CREMATION-PD	190.00
129612	03/23/2016	Printed		4342	FELDMANS	VEHICLE/EQUIPMENT SUPPLIES	239.10
129613	03/23/2016	Printed		7225	FORTILINE, INC	DISTRIBUTION MAINT SUPPLIES-UT	84.00
129614	03/23/2016	Printed		7489	DEAN L. GALVAN JR	CARPET CLEANING-FIRE/EMS	500.00
129615	03/23/2016	Printed		0021	HACH COMPANY	CHEMICALS-UT	36.55
129616	03/23/2016	Printed		7242	HELGET GAS PRODUCTS INC	OXYGEN- EMS	149.07
129617	03/23/2016	Printed		0821	HOLLIDAY SAND AND GRAVEL CO	SAND F/COMM GARDEN&PLAYGROUND	77.49
129618	03/23/2016	Printed		6092	IDEAL LAWN & LANDSCAPE LLP	LANDSCAPE MAINT @CITY ENTRANCE	600.00
129619	03/23/2016	Printed		6581	INLAND TRUCK PARTS CO.	VEH MAINT/REPAIRS-PW	211.68
129620	03/23/2016	Printed		2503	JAYS UNIFORMS	UNIFORMS-FIRE	140.08
129621	03/23/2016	Printed		0359	JIMS LOCK & SAFE SERVICE	DOOR KNOB REPAIRS-FIRE/EMS	157.50
129622	03/23/2016	Printed		5345	JOHNSON COUNTY WASTEWATER	WASTEWATER CHARGES/FEB 2016	145.94
129623	03/23/2016	Printed		0694	KANSAS DEPARTMENT OF BUDGETING	WORKSHOP-FINANCE/CC	120.00
129624	03/23/2016	Printed		2061	KCK COMMUNITY COLLEGE	NANCY JONES-JOHNSON SCHOLARSHP	1,000.00
129625	03/23/2016	Printed		1772	KNOX CO	USB DATA CABLE-FIRE	57.00

Check Register Report

CHECK REGISTER

Date: 03/23/2016

Time: 2:48 pm

Bonner Springs City Hall

BANK: UNION BANK & TRUST

Page: 2

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129627	03/23/2016	Printed		4578	KSAWWA	WASTEWATER OPERATOR WORKSHOP	75.00
129628	03/23/2016	Printed		3058	KUSSMAUL ELECTRONICS	EQUIPMENT	564.85
129629	03/23/2016	Printed		6837	LAMAR TEXAS LIMITED PARTNERSHP	MAINT/REPAIRS-FIRE BILLBOARD ADVERTISING-CTC	415.00
129630	03/23/2016	Printed		0852	LANMAN INCORPORATED	COMPUTER	300.00
129631	03/23/2016	Printed		2128	LAS CORP	SVC/MAINT-FIRE/EMS TIRES (2) - PW	354.12
129632	03/23/2016	Printed		3603	LEI VALLEY REDEVELOPMENT LLC	REIMBURSE OFF-SITE SEWER	3,000.00
129633	03/23/2016	Void	03/23/2016			Void Check	0.00
129634	03/23/2016	Printed		1836	LOWE'S CREDIT SERVICES	BUILDING/PARKS SUPPLIES/REPAIR	434.32
129635	03/23/2016	Printed		7604	M.R.P.P. INC.	AD & ORDINANCE-TIBLOW/FIRE	21.00
129636	03/23/2016	Printed		4478	MADDEN PREPRINT MEDIA	AD F/VISIT KC TOURISM GUIDE	2,400.00
129637	03/23/2016	Printed		4864	MATRIX MEDIA INC	AD F/2016 KS TRAVEL MAGAZINE	895.00
129638	03/23/2016	Printed		6137	METRO COURIER INC	DELIVERY CHARGES-UT	13.15
129639	03/23/2016	Printed		7664	METROPOLITAN COMPOUNDS INC	GREASE CONTROL F/LIFT STATION	657.65
129640	03/23/2016	Printed		6849	MJV-A LLC	UNIFORM CLEANING -PD	270.00
129641	03/23/2016	Printed		2478	MOORE MEDICAL CORP	MEDICAL SUPPLIES-EMS	72.99
129642	03/23/2016	Printed		3047	NATIONAL AGRICULTURAL CENTER	TRACTOR DAZE SPONSRSHP-TOURISM	2,000.00
129643	03/23/2016	Printed		2933	EMILY NELSON	VOLLEYBALL REFEREE FEES	90.00
129644	03/23/2016	Printed		7663	TAMIKA NEWBILL.	COURT BOND REFUND	144.00
129645	03/23/2016	Printed		6244	NEXTEL	WIRELESS CARDS-PD	43.27
129646	03/23/2016	Void	03/23/2016			Void Check	0.00
129647	03/23/2016	Printed		0947	O'REILLY AUTO STORES INC	AIRFILTER,BATTERY,VEH SUPPLIES	347.23
129648	03/23/2016	Printed		0187	OLATHE WINWATER WORKS	METER SUPPLIES-UT	193.00
129649	03/23/2016	Printed		3393	PACE ANALYTICAL	LAB TESTING F/WWTP	414.00
129650	03/23/2016	Printed		3531	PERRY & TRENT LLC	PROSECUTOR SVCS	10,028.50
129651	03/23/2016	Printed		1679	PRAXAIR DISTRIBUTION INC	CYLINDER RENTAL-PW,UT,PARKS	264.00
129652	03/23/2016	Printed		0646	PUSHWATER ENTERPRISES INC	FLYERS F/EASTER EGG HUNT	133.35
129653	03/23/2016	Printed		4746	QUEEN'S PRICE CHOPPER	FOOD F/SC ACTIVITIES	6.99
129654	03/23/2016	Printed		6838	REJIS COMMISSION	SET UP REJIS CONNECTION-PD	249.00
129655	03/23/2016	Printed		1811	RICOH USA, INC.	MONTHLY LEASE FIRE/EMS COPIER	171.26
129656	03/23/2016	Printed		3714	SAMS CLUB DIRECT	TRASH BAGS F/ANIMAL CONTROL	42.96
129657	03/23/2016	Printed		8441	SHAWNEE COPY CENTER	SC NEWSLETTER & BUS. CARDS-UT	200.00
129658	03/23/2016	Printed		7434	SHIFTPLANNING, INC.	SHIFT PLANNING SVCS-POOL	300.00
129659	03/23/2016	Printed		5018	SIGNCO	FIX A LEAK BANNER CHANGES-UT	90.00
129660	03/23/2016	Printed		3578	SPECTRA	COLLECTION MAINT SUPPLIES-WW	181.00
129661	03/23/2016	Printed		1947	STANDARD & POOR'S FINANCIAL	MAINT PROFILE DATA-FINANCE	119.00
129662	03/23/2016	Printed		6081	STAPLES ADVANTAGE	(2)OFFICECHAIRS,WIRE ROLL FILE	619.01
129663	03/23/2016	Printed		7658	TELE DATA CONTRACTORS, INC.	PHONE SYSTEM MAINT-FIRE/EMS	234.00
129664	03/23/2016	Printed		7568	THORMAN ENTERPRISES	SWR BACKUP CONSTRUCTION-CC	16,272.10
129665	03/23/2016	Printed		7636	TIME WARNER CABLE	INTERNET	863.10
129666	03/23/2016	Printed		6802	TOTAL ELECTRIC CONTRACTORS INC	SVC-EMS/FIRE,PD,CHALL TRAFFIC SIGNAL REPAIRS	622.40
129667	03/23/2016	Printed		3736	UNIFIED TREASURER	PRISONER CARE-PD	1,715.00
129668	03/23/2016	Printed		6819	UNIFIRST COPORATION	UNIFORM,RUG RENTAL-PW,UTIL	189.94

Check Register Report

CHECK REGISTER

Date: 03/23/2016

Time: 2:48 pm

Page: 3

Bonner Springs City Hall

BANK: UNION BANK & TRUST

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK & TRUST Checks							
129669	03/23/2016	Printed		5442	UNITED COMMUNICATIONS CORP	PAGER REPAIRS-FIRE	104.10
129670	03/23/2016	Printed		0915	VERIZON WIRELESS	COMMUNICATION - IND PK - UT	11.01
129671	03/23/2016	Printed		8404	VESTA LEE LUMBER COMPANY	SUPPLIES F/CABINET-PD,PVC-UT	14.20
129672	03/23/2016	Printed		0712	W W GRAINGER	PLANT & DISTRIBUTION MAINT SUP	130.79
129673	03/23/2016	Printed		4731	WALKER TOWEL & UNIFORM SVC INC	RUG RENTAL-FIRE/EMS	65.31
129674	03/23/2016	Printed		7530	WASTE MANAGEMENT OF MISSOURI	LANDFILL CHARGES FEB 15-29	3,456.46
129675	03/23/2016	Printed		3790	WESTAR ENERGY	ELECTRIC SERVICE	1,682.98
129676	03/23/2016	Printed		7088	WYANDOT CENTER FOR BEHAVIORAL	SUBSTANCE ABUSE FUNDING	3,135.00
Total Checks: 97						Checks Total (excluding void checks):	96,452.73
Total Payments: 97						Bank Total (excluding void checks):	96,452.73
Total Payments: 97						Grand Total (excluding void checks):	96,452.73

ITEM NO. 6.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Public Housing Authority Claims for March 28, 2016

ACTION: Make a Motion to Approve the Public Housing Authority Claims for March 28, 2016

STAFF RECOMMENDATION: The City Manager and Finance Director Recommend Approval

Enclosed are the Regular Claims in the amount of \$16,128.55.

Check Register Report

PUBLIC HOUSING CHECK REGISTER

Date: 03/23/2016

Time: 2:43 pm

Bonner Springs City Hall

BANK: UNION BANK & TRUST-PHA

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
UNION BANK & TRUST-PHA Checks							
97378	03/23/2016	Printed		P 797	P BANKCARD PROCESSING CENTER	TRASH RECEPTACLES,MINI BLINDS	1,531.06
97379	03/23/2016	Printed		P312	P C & C LOCK SERVICE	KEY COPIES (2)	7.90
97380	03/23/2016	Void	03/23/2016			Void Check	0.00
97381	03/23/2016	Printed		P506	P CITY OF BONNER SPGS	REIMB WAGES/BENEFITS/UTIL	14,339.59
97382	03/23/2016	Printed		P991	P JAMES O. GOSS JR	PEST CONTROL	250.00

Total Checks: 5 **Checks Total (excluding void checks): 16,128.55**

Total Payments: 5 **Bank Total (excluding void checks): 16,128.55**

Total Payments: 5 **Grand Total (excluding void checks): 16,128.55**

ITEM NO. 7.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Appointments to Boards and Commissions

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

STAFF RECOMMENDATION: The Mayor Recommends Approval

Bonner Beautiful: Reappoint Norman Maier, Sherri Neff & Ted Stolfus for three-year terms expiring April 2019. Their bio forms are on file in the City Clerk's Office.

Library Board: Appoint Vicky Wheeler to a four-year term expiring April 2020. Mrs. Wheeler will be taking the place of Kelby Sherer who has a term expiring in April. Her bio form is on file in the City Clerk's Office.

ITEM NO. 8.

City Council Regular Agenda Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Strategic Planning Agreement

ACTION: Make a Motion to Approve the Consultant Services Agreement for Strategic Planning with Shockey Consulting

STAFF RECOMMENDATION: The City Manager Recommends Approval

The contract, scope of service, timeline and cost information is attached. The difference in cost of \$3,815 from the amount presented in their proposal and at the February 29, 2016 Special Meeting is to allow for additional staff engagement in the process.

City of Bonner Springs, Kansas Strategic Plan
CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made in _____ by and between The City of Bonner Springs, Kansas [hereinafter "Client"], and Shockey Consulting Services, LLC, [hereinafter "Consultant"]. Client intends to contract with consultant for Strategic Planning Services [hereinafter "Project"].

Client hereby contracts with Consultant for the furnishing of professional services in connection with said Project, for the furnishing of such consulting services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, Consultant represents to Client that Consultant is professionally qualified to do this Project.

SECTION I - DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Agreement, and other forms of any defined words shall have a meaning parallel thereto.

"Client" means City of Bonner Springs, Kansas.

"Consultant" means Shockey Consulting Services, LLC.

"Consulting Documents" means all documents required or reasonably implied by the nature of the Project, including, but not limited to, plans, presentation materials, written materials.

"Consulting Services" means the professional services, labor, materials, supplies, and other acts or duties required of Consultant under this Agreement together with such other services as Client may require pursuant to the terms of this Agreement.

"Project" is as above described.

"Project Representative" means the person designated to represent Client in coordinating this Project with Consultant with authority to transmit instructions and define policies and decisions of Client.

SECTION II - PAYMENT

A. COMPENSATION.

1. Maximum Total Fee and Expense: Client agrees to pay Consultant a fee based on the actual hours expended on the project at the rates indicated in the attached Fee Schedule, Exhibit "A", not to exceed a maximum fee of \$19,235. This fee is based on the scope of services outlined in this Agreement and is projected to be completed on or before July 15, 2016.
2. Hourly Fee: Any additional services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit "A". No additional service fees shall be incurred without prior written consent of Client.
3. Reimbursable Expenses: **Reimbursable expenses shall be considered as included in the total maximum fee.** The Client agrees to pay reimbursable expenses including expense of transportation in connection

with the Project; expenses in connection with authorized travel; long-distance communications; expenses of printing and reproductions, postage; expenses of maps, renderings and models requested by Client and other costs as authorized by Client. Reimbursable expenses do not include overhead costs or additional insurance premiums. Expenses will be billed at cost and not marked up.

4. Billing: Consultant shall bill Client monthly for all services and reimbursable expenses. The bill submitted by Consultant shall itemize the services and reimbursable expenses for which payment is requested. Client agrees to pay Consultant within thirty (30) days of approval. Consultant agrees to submit herewith such financial information as shall be required by Client.
5. Client's Right to Withhold Payment: In the event Client becomes credibly informed that any representations of Consultant provided in its monthly billing, are wholly or partially inaccurate, Client may withhold payment of sums then or in the future otherwise due to Consultant until the inaccuracy and the cause thereof, is corrected to Client's reasonable satisfaction. In the event Client questions some element of an invoice, that fact shall be made known to Consultant immediately. Consultant will help effect resolution and transmit a revised invoice if necessary. Amounts not questioned by Client shall be paid to Consultant in accordance with the contract payment procedures. Failure of Client to make non-disputed payments to Consultant in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.
6. Time is of the Essence: Consultant will perform the services in a timely manner; however, if during their performance, for reasons beyond the control of Consultant, protracted delays occur, the parties agree that they will renegotiate the schedule.
7. Change in Scope: For substantial modifications in authorized project scope, and/or substantial modifications of drawings and/or specifications previously accepted by Client, when requested by Client and through no fault of Consultant, Consultant shall be compensated for time and expense required to incorporate such modifications at Consultant's standard hourly rates per Exhibit "A". Provided, however, that any increase in Contract Price or Contract Time must be approved through a written Change Order. Consultant shall correct or revise any errors or deficiencies in the Project without additional compensation when due to Consultant's negligence.
8. Additional Services: Consultant shall provide with Client's concurrence services in addition to those listed in Section III when such services are requested or authorized in writing by Client. Prior to entering into any additional services, Consultant must submit a proposal outlining the additional services to be provided, estimation of total hours and a maximum fee based upon the hourly fee schedule attached hereto as Exhibit "A". Reimbursable expenses incurred in conjunction with additional services shall be paid separately and those reimbursable expenses shall be paid at actual cost. Records of reimbursable expenses and expenses pertaining to additional services and services performed on an hourly basis shall be made available to Client if so requested in writing. Production of these records shall be made at Consultant's office during normal business hours within a reasonable time at a date and time mutually convenient to both parties.
9. Change Orders: This Agreement may be amended to provide for additions, deletions and revisions in the work or to modify the terms and conditions thereof by either written amendment or by change order. The Contract Price and Contract Time may only be changed by a written change order approved by Client, unless it is the result of an emergency situation in which case the Project Representative may give written approval to be followed by a written and approved change order. If notice of any change affecting the general scope of the work or provisions of this Agreement, including but not limited to,

Contract Price or Contract Time, is a requirement of any insurance policy held by Consultant as a requirement of this Agreement, the giving of such notice shall be Consultant's responsibility.

SECTION III - RESPONSIBILITIES OF CONSULTANT

Consultant shall furnish and perform the various professional duties and services in all phases of the Project to which this Agreement applies as herein provided and which are required for the completion of the Project which services shall include:

A. SERVICES

The services to be provided are set out in Exhibit "B" attached hereto and incorporated by reference.

B. GENERAL DUTIES AND RESPONSIBILITIES

1. Personnel: Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of the Agreement, the parties anticipate that the Sheila Shockey will perform as the principal on this project. As principal on this project, this person shall have authority to bind Consultant. The project manager for the project is: Sheila Shockey. They will have primary communication with client project representative. All billing and contracting issues should be discussed with the consultant principal.
2. Independent Contractor: Consultant is an independent contractor and as such is not an agent or employee of Client.
3. Special Services: Consultant may be called on to serve as a consultant or witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. Consultant shall not be paid extra by Client if its appearance is to defend its professional services. If Consultant is requested in writing by Client to appear as a general witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as Exhibit "A".
4. Subcontracting of Service: Consultant shall not subcontract or assign any of the consulting services to be performed under this Agreement without first obtaining the written approval of Client regarding the work to be subcontracted or assigned and the consulting firm or person proposed to accomplish the subcontracted/assigned portion of the project. Such approval shall not unreasonably be withheld by Client. Neither Client nor Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.
5. Professional Responsibility: Consultant will exercise reasonable skill, care and diligence in the performance of its services as is ordinarily possessed and exercised by a professional consultant in the same community under similar circumstances. If Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from Client the professional services necessary to correct errors and omissions which are caused by Consultant's failure to comply with the above standard.

SECTION IV. CLIENT RESPONSIBILITIES

A. GENERAL DUTIES AND RESPONSIBILITIES

1. Communication: Client shall provide to Consultant information and criteria regarding Client's requirements for the project; examine and timely respond to questions and submissions; and give written notice to Consultant if the Client observes or otherwise becomes aware of any defect in the work.
2. Program and Budget: Client shall provide full information, including a program which shall set forth Client's objectives, schedule, constraints, budget with reasonable contingencies, and other necessary information.
3. Access: If necessary, Client will provide access for Consultant to enter public and private property provided adequate notice of such need is provided to Client.
4. Duties: Client shall furnish and perform the various duties and services in all phases of the Project which are outlined and designated in Exhibit "B" as Client's responsibility.
5. Project Representative: Client shall designate Sean Pederson, City Manager as the project representative to represent Client in coordinating this project with Consultant, with authority to transmit instructions and define policies and decisions of Client. Written consent shall be required to approve any increase in Project cost.

SECTION V - GENERAL PROVISIONS

A. TERMINATION

1. Notice: Client reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of Consultant, by providing ten (10) days written notice of such termination to Consultant. Upon receipt of such notice from Client, Consultant shall, at Client's option as contained in the notice: (1) immediately cease all work; or (2) meet with Client and, subject to Client's approval, determine what work shall be required of Consultant in order to bring the Project to a reasonable termination in accordance with the request of Client. Consultant shall also provide to Client copies of all documents completed or partially completed at the date of termination.

If Client defaults on its obligation under this Agreement, Consultant is entitled to terminate this contract by providing ten (10) days written notice.

2. Compensation for Convenience Termination: If Client shall terminate for its convenience as herein provided, Client shall compensate Consultant for all work completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Default Termination: If Client shall terminate for cause or default on the part of Consultant, Client shall compensate Consultant for the reasonable cost of work completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed. Client also retains all its rights and remedies against Consultant including but not limited to its rights to sue for damages, interest and attorney fees.
4. Incomplete Documents: Neither the Consultant nor its subcontractors shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this Section, Consultant having been deprived of the opportunity to complete such documents and certify them.

B. DISPUTE RESOLUTION

Client and Consultant agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Consultant, the Project or this Agreement (hereinafter collectively referred to as "Disputes"). Therefore, Client and Consultant agree to endeavor in good faith to settle the dispute by mediation and in the event that the mediation is unsuccessful to submit the dispute to arbitration. Performance of this Agreement shall continue during arbitration proceedings or any other dispute resolution mechanism pursuant to Section V(C). No payment due or payable shall be withheld on account of a pending reference to arbitration or other dispute resolution mechanism except to the extent that such payment is the subject of such dispute.

1. Any mediation shall take place in Wyandotte County, Kansas.
2. This clause shall survive termination of this agreement.

C. OWNERSHIP OF DOCUMENTS

All documents prepared in connection with this Project shall be the property of Consultant, whether the project for which they are made is executed or not, however, Consultant will provide Client a copy of all final documents, including but not limited to prints and reproductions. Reports, plans, written materials and related documents are Consultant's instruments. Provided that Consultant is paid in full for its services, then Client may subsequently reuse these final documents without any additional compensation or agreement of Consultant. The consultant may use the materials delivered for the purposes of marketing their services to other clients.

D. INSURANCE

The CONSULTANT shall maintain the following minimum insurance at CONSULTANTS sole cost to protect against claims arising out of the services performed under this AGREEMENT.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$1,000,000 per Accident
Commercial General Liability Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit \$2,000,000 annual aggregate

This policy shall be endorsed to include contractual liability coverage.

Commercial Automobile Liability Bodily Injury (including death) and Property Damage	\$1,000,000 Combined Single Limit
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This policy shall include all vehicles used in connection with the AGREEMENT whether owned, unowned or hired.

Professional Liability	\$1,000,000 per claim and annual aggregate
------------------------	--

This insurance shall be maintained for a period of five (5) years after completion of all services by CONSULTANT.

Policies providing the insurance specified under subsection D shall be endorsed to include CLIENT as additional insured, and all policies shall include a provision restricting the right of the insurer to cancel or change such coverage except upon thirty (30) days' written notice to CLIENT. Certificates evidencing the coverage above shall be delivered to the CLIENT prior to performing any services under this AGREEMENT and CLIENT's receipt of proper certificates of insurance shall be a condition precedent to CONSULTANT'S right to receive payment hereunder.

Consultant shall purchase and maintain in a company or companies authorized to do business in the State of Kansas such insurance as required in the Prime Contract. Consultant agrees to maintain policies of insurance as required herein for as long as this Agreement is in force and effect, and as to the professional liability policy, if any, for a period of six (6) year(s) following the Date of Substantial Completion of the Project. Consultant's obligation to maintain the professional liability policy for six (6) years following the Date of Substantial Completion is subject to the general availability of such professional liability insurance policy in the marketplace, with no commercially unreasonable increase in premium therefore. With respect to all of the insurance required by this Agreement, Consultant shall deliver to Client, certificates of insurance, in a form and substance reasonably acceptable to Client within ten (10) days after execution of this Agreement.

With respect to the insurance coverages which are required to remain in force after the Date of Substantial Completion, a certificate of insurance evidencing continuation of such coverage shall be submitted along with the Consultant's invoice for its last payment under the terms of this Agreement, and at least annually thereafter where applicable. The certificates of insurance, as well as insurance policies required by this Agreement, shall contain a provision that coverage will not be materially changed, materially altered, cancelled, or allowed to expire until at least 30 days' prior written notice has been given to Client.

E. INDEMNIFICATION

For purposes of this Agreement, Consultant hereby agrees to indemnify and hold harmless Client, its employees and agents from any and all loss where loss is caused or incurred in whole or in part as a result of the negligence or other actionable fault of Consultant, its affiliates, subsidiaries, employees, agents and subcontractors/assignees and their respective servants, agents and employees. Consultant's obligation hereunder shall not include amounts attributable to the fault or negligence of Client or any third party for whom Consultant is not responsible.

F. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

G. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

H. COMPLIANCE WITH LAWS

Consultant shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the work. Consultant shall secure all occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of his obligations under this Agreement.

I. TITLES, SUBHEADS AND CAPITALIZATION

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Contract but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

J. 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.

K. EXECUTION OF CONTRACT

The parties hereto have caused this Agreement to be executed in quadruplicate this _____ day of _____
_____, 20__.

CLIENT NAME

By: _____

APPROVED AS TO FORM

By: _____

CONSULTANT

Shockey Consulting Services, LLC

By: _____

Sheila Shockey, President

**EXHIBIT A
Fees for Service**

Shockey Consulting Services, LLC

Hourly Rate Schedule

Consultant III	\$210.00/hour
Consultant II	\$125.00/hour
Graphic Designer	\$110.00/hour
Consultant I	\$80.00/hour
Administrative Support	\$60.00/hour

Scope of Work described in Exhibit B

TOTAL FEE \$19,235

REIMBURSABLE EXPENSES

Reimbursable expenses shall be considered as included in the total maximum fee. Reimbursable will be reimbursed per Section II, Sub-section A, Part 3 of this agreement.

EXHIBIT B Scope of Services

The Shockey approach to identifying priorities for the future of Bonner Springs is to bring the right people together, discuss the various options and bring them to consensus. The results are strategic plans that communities believe in and implement. It is our understanding that the outcomes of the strategic process are as follows:

- Establish a shared community vision.
- Create an overall blueprint including goals, strategies & implementation steps.
- Identify the City's underlying principles upon which decisions should be based.
- Set priorities with the Governing Body that drive decisions about budget, capital outlay, financial policies and operations.
- Create a strategic plan to achieve the long range vision.

To successfully create these outcomes, and address the unique opportunities, issues, needs, challenges facing Bonner Springs requires skilled experts, but also a team of genuinely personable individuals that are committed to working closely with City leaders, and to listening and building relationships with the public and the stakeholders they encounter throughout the project.

With the understanding above, our team is prepared to address the scope of services before July 1, 2016 so the Strategic Plan can inform the fiscal year 2017 budgeting sessions through the following proposed approach.

PHASE ONE: IDENTIFY ISSUES/TOPICS AND STAKEHOLDERS

Stakeholder Engagement Planning -- Shockey staff will meet with City Council, the City Manager, and Department Heads in a 1.5 hour meeting to identify key stakeholders and community leaders to involve in the strategic planning process. We identify issues/topics for discussion during the public input and council retreat.

Deliverable: We will prepare a brief Stakeholder Engagement Plan identifying methods to solicit stakeholder input into the plan and describing responsibilities for this work and a schedule.

Staff Engagement – Shockey will administer a questionnaire for all municipal staff.

Deliverable: Shockey will prepare a document that summarizes the issues Bonner Springs will face. This will be the basis for future conversations both online and in person.

PHASE TWO: ENGAGEMENT OF PUBLIC AND OTHER STAKEHOLDERS TO DEFINE AND INFORM VISION & GOALS

Shockey will work with community stakeholders to identify a vision and set of priority issues to address. Goals, objectives and strategies will be developed through engagement of the citizens and the City Council.

STAKEHOLDER PARTICIPATION AND INPUT

We work to gain a firm understanding of the issues the community faces by preparing an online questionnaire to the governing body and city committee members. This could also be sent to a list of community leaders as well to gain their perspective regarding issues to address during strategic planning and posted online so any Bonner Springs resident can weigh in. Shockey will provide a link to the questionnaire, a hard copy for distribution by the City and summarize the results. The results of the questionnaire will provide good background information and help frame the engagement during the Public Input Forum.

PUBLIC INPUT FORUM

A public input forum will provide an opportunity for the citizens of Bonner Springs to become educated about the issues facing the community and potential strategies. Citizens provide input into the community's vision, and long-range goals and objectives during the meeting. This meeting will be conducted with small group exercises that allow participants to be highly interactive. We will also employ MySidewalk which is a digital engagement service where we pose the same questions as during the public input forum. People comment, vote and share ideas just like they would do in person at the public input forum.

PHASE THREE: CREATE & IMPLEMENT

Summarize Stakeholder Input -- Shockey will develop a summary report of the input obtained through the engagement process.

Deliverable: The Stakeholder Input Report will include an outline of the process, the statements developed, and supplementary information gathered during the process.

City Council Goal Setting - Shockey will work with City Manager and staff to establish the agenda and then facilitate a one day city council retreat to prepare the goals, objectives and priorities.

Deliverable: Draft Framework with Vision, Goals & Priorities from Stakeholder Input and City Council Retreat

Executive Staff Workshop – Shockey will facilitate a ½ day workshop with the City Manager and Executive Team. During this workshop, City Staff will utilize all of the information from the summary report and priorities, goals and vision established in the City Council retreat.

Deliverable: Draft Strategic Plan.

Final Review Session -- Shockey will develop the draft strategic plan and implementation plan that will inform the budget process. The draft plan could be posted online by City Staff. Shockey will present the final draft Strategic Plan at a two-hour review session with the City Council.

Deliverable: Final Strategic Plan document – electronic in Microsoft Word and as a PDF.

PRELIMINARY SCHEDULE

	March 2016	April 2016	May 2016	June 2016	July 2016
PHASE ONE: RECRUITMENT AND IDENTIFICATION OF STAKEHOLDERS/ISSUES + STAFF ENGAGEMENT					
PHASE TWO: ENGAGEMENT OF PUBLIC AND OTHER STAKEHOLDERS TO DEFINE AND INFORM VISION AND GOALS Includes:					
<ul style="list-style-type: none"> Public Input Forum 					
<ul style="list-style-type: none"> Community Questionnaire/MySidewalk Online Engagement 					
PHASE THREE: CREATE AND IMPLEMENT Includes:					
<ul style="list-style-type: none"> Facilitate Council retreat preparation and facilitation 					
<ul style="list-style-type: none"> Create draft strategic plan and implementation goals (1/2 day staff retreat from Phase 1 above) 					
<ul style="list-style-type: none"> Final Review Session with City Council 					

PHASE 1a: STAFF ENGAGEMENT \$ 3,815

Includes:

- Questionnaire for All Staff Members
- ½ Day Executive Staff Retreat (follows City Council Retreat)

PHASE 1b: IDENTIFY ISSUES/TOPICS AND STAKEHOLDERS \$ 1,600

Includes:

- Stakeholder/Issue Identification Workshop (1.5 hour meeting)
- Issues/Topics Summary
- Stakeholder Engagement Plan

PHASE 2: ENGAGEMENT OF PUBLIC AND OTHER STAKEHOLDERS TO DEFINE AND INFORM VISION AND GOALS \$ 6,000

Includes:

- Online questionnaire
- One public input forum*
- Online forum (My Sidewalk)

PHASE 3: CREATE AND IMPLEMENT \$ 7,820

Includes:

- Public input summary document
- City Council retreat preparation, meeting with staff, preparation of retreat agenda materials
- Retreat facilitation (1 day) with City Council*
- Draft strategic plan
- Two-hour review session with City Council regarding final draft plan*

TOTAL: \$19,235

** Refreshments and meeting space for Council Retreat excluded from pricing. Light refreshments for public input forum(s) included.*

ADDITIONAL SERVICES TO CONSIDER \$ 3,300

- Second public forum/open house*

Bonner Springs Strategic Plan	SHOCKEY CONSULTING SERVICES										Task Sub-Total (Fees + Expenses)	
	Consultant III	Consultant II	Consultant I	Graphic Designer	Administrative Support	Hours	Fee	Expenses				
Hourly Rate	\$210	\$125	\$80	\$110	\$60							
Staff Engagement												
One-on-One Meetings with 5 key staff members	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	
Questionnaire to key leaders	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Questionnaire to All Staff members	3.0	0.0	6.0	0.0	0.0	9.0	0.0	0.0	0.0	0.0	25	
1/2 Day Retreat with Key Staff	8.0	8.0	0.0	0.0	0.0	16.0	0.0	0.0	0.0	0.0		
	11.0	8.0	6.0	0.0	0.0	25.0						
	Hours											
	Fee	\$2,310	\$1,000	\$480	\$0		\$3,790	\$25				\$3,815

Bonner Springs Strategic Plan	SHOCKEY CONSULTING SERVICES										Task Sub-Total (Fees + Expenses)	
	Consultant III	Consultant II	Consultant I	Graphic Designer	Administrative Support	Hours	Fee	Expenses				
Public Input Forum #1: Creating Vision & Goal Areas												
Meet with client to identify desired outcomes	3.0	3.0	0.0	0.0	0.0	6.0					0	
Prepare meeting materials	1.0	0.0	4.0	0.0	6.0	11.0						
Manage logistics	0.0	0.0	0.0	0.0	2.0	2.0						
Create and manage distribution list	0.0	0.0	0.0	0.0	2.0	2.0						
Develop meeting announcement (City mails)	0.0	0.0	2.0	0.0	2.0	4.0					0	
Facilitate Meeting	4.0	4.0	0.0	0.0	0.0	8.0					170	
Compile documents (sign in sheets, comment cards, etc)	0.0	0.0	0.0	0.0	2.0	2.0						
Prepare and distribute meeting summary	1.0	1.0	0.0	0.0	0.0	2.0						
	9.0	8.0	6.0	0.0	14.0	37.0						
	\$1,890	\$1,000	\$480	\$0	\$840		\$4,210	\$170				\$4,380

Bonner Springs Strategic Plan	SHOCKEY CONSULTING SERVICES										Task Sub-Total (Fees + Expenses)	
	Consultant III	Consultant II	Consultant I	Graphic Designer	Administrative Support	Hours	Fee	Expenses				
Identify Issues/Topics & Stakeholders												
Meet with client to identify key components	2.0	2.0	0.0	0.0	0.0	4.0					10	
Conduct research	0.0	0.0	0.0	0.0	0.0	0.0						
Develop and maintain detailed planning document	2.0	4.0	0.0	0.0	0.0	6.0						
Ongoing correspondence	0.0	0.0	0.0	0.0	0.0	0.0						
	4.0	6.0	0.0	0.0	0.0	10.0						
<i>Hours</i>												
<i>Fee</i>	\$840	\$750	\$0	\$0	\$0		\$1,590	\$10				\$1,600

Bonner Springs Strategic Plan	SHOCKEY CONSULTING SERVICES										Task Sub-Total (Fees + Expenses)	
	Consultant III	Consultant II	Consultant I	Graphic Designer	Administrative Support	Hours	Fee	Expenses				
Online Engagement (MySidewalk)	1.0	0.0	2.0	0.0	0.0	3.0						
Develop MySidewalk content	0.0	0.0	2.0	0.0	0.0	2.0						
Update and maintain site	1.0	0.0	4.0	0.0	0.0	5.0						
	\$210	\$0	\$320	\$0	\$0		\$530	\$0				\$530
	49.0	34.0	40.5	0.0	20.0							\$19,235
	SUB-TOTAL HOURS											

HOURS BY FIRM
FEEES BY FIRM
EXPENSES BY FIRM
FEEES + EXPENSES TOTAL BY FIRM
 Second Public Meeting (not included) \$3,300

GRAND TOTAL	
Hours (all firms)	143.5
Fees (all firms)	\$18,980
Expenses (all firms)	\$255
FEEES + EXPENSES TOTAL (ALL FIRMS)	\$19,235

Bonner Springs Strategic Plan

SHOCKEY CONSULTING SERVICES							Task Sub-Total (Fees + Expenses)
Consultant III	Consultant II	Consultant I	Graphic Designer	Administrative Support	Hours	Fee	Expenses

ACTION FOR CONSENT AGENDA

MOTION: _____ **SECOND:** _____

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

Mayor Vote on Charter Ordinances & Planning Items _____

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

Staff Present: _____

REGULAR AGENDA

The City Council will consider the following items individually.

ITEM NO. 9.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Tobacco 21: Purchase Age

ACTION: Make a Motion to Approve an Ordinance to Raise the Age to Purchase Tobacco Products from 18 to 21 Years of Age in the City.

STAFF RECOMMENDATION: The City Manager and Parks and Recreation Director Recommend Approval

An ordinance is attached for consideration. Please see Workshop Agenda Item No. WS-2 for more information.

Ordinance No.

An Ordinance Amending Chapter XII Public Offenses, Article 1. Uniform Offense Code, Section 12-102 to Delete and Omit Article 5, Section 5.7 of the Uniform Public Offense Code; and Amending Chapter XII Public Offenses to Add Article 2 Local Regulations; Section 12-203 Selling, Giving or Furnishing Cigarettes or Tobacco Products to A Person Under 21 Years of Age of the Code of Ordinances of the City of Bonner Springs, Kansas

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

Section I: Chapter XII Public Offenses, Article 1. Uniform Offense Code, Section 12-102, is amended as follows:

SAME; DELETIONS AND OMISSIONS.

Article 5, Offenses Affecting Children, Section 5.7 Selling, Giving Or Furnishing Cigarettes Or Tobacco Products To A Minor of the Uniform Public Offense Code for Kansas Cities, 2015 Edition, is hereby deleted and omitted.

Section II: Chapter XII Public Offenses, Article 2 Local Regulations; Section 12-203 Selling, Giving or Furnishing Cigarettes or Tobacco Products to A Person Under 21 Years of Age is added as follows:

SELLING, GIVING OR FURNISHING CIGARETTES OR TOBACCO PRODUCTS TO A PERSON UNDER 21 YEARS OF AGE.

(a) It shall be unlawful for any person to:

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

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

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

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

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

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

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

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

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

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

(e) **Electronic cigarette** means a device that delivers nicotine or other substances to the person inhaling from the device, including but not limited to any electronic cigarette, cigar, pipe, or hookah, including any component, part, or accessory of such a device, whether or not sold separately. Electronic cigarette shall not include any products that have been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where such product is marketed and sold solely for such an approved purpose.

(f) As used in this section, **sale** means any transfer of title or possession or both, exchange, barter, distribution or gift of cigarettes or tobacco products, with or without consideration.

(g) It is unlawful for any person who is a retail dealer to fail to post and maintain in a conspicuous place in the dealer's establishment the following notice: "BY LAW, CIGARETTES AND TOBACCO PRODUCTS MAY BE SOLD ONLY TO PERSONS 21 YEARS OF AGE AND OLDER."

(h) Violation of this section is a class B violation punishable by a minimum fine of \$200.

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

Approved by the City Council and Signed by the Mayor March 28, 2016.

Jeff Harrington, Mayor

Attest:

Amber McCullough, City Clerk

(Seal)

ITEM NO. 10.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Award of Mowing Contract

ACTION: Make a Motion to Award the 2016 Mowing Services Contract to Top Care, Inc. to Expire March 31, 2017

STAFF RECOMMENDATION: The City Manager, Community and Economic Development Director and Property Maintenance Code Officer Recommend Approval

The enclosed memorandum provides information and the recommendation for award of the contract. The contract provides services to mow, remove trash and debris and to trim trees and brush when property owners are not in compliance with the City's regulations.

City of Bonner Springs, Kansas
Memorandum

DATE: March 23, 2016
TO: Mayor and City Council
THRU: Sean Pederson, City Manager
FROM: Marcia Harrington, Community and Economic Development Director 

SUBJECT: 2016 Mowing Services Contract for Property Maintenance Code Violations

Recommendation:

The recommendation from the City Manager, Community and Economic Development Director and Property Maintenance Code Officer is to award the annual mowing services contract to Top Care, Inc. to expire March 31, 2017.

Background:

The City's contract for mowing, trash and debris removal and tree and brush trimming services related to Property Maintenance Code violations expired as of December 31, 2015. These contract services are used when grass and/or weeds reach a height of 12-inches or more and property owners have not mowed by the deadline date. The City then communicates with the contract mower to abate the violation. In certain circumstances, there may need to be additional services completed, such as trash, debris and limb removal prior to mowing, so this work is also completed by the contract mower.

Once the City has mowed a property, an invoice is mailed to the property owner billing them \$100 for the first hour of work plus a \$25 administrative fee. Any time beyond the one hour minimum is \$50 for each half hour thereafter. If an invoice is not paid within 60 days, the mowing fees are assessed to the property.

Discussion:

Bid information for contract mowing services was posted on the City website and mailed to six area businesses. Bids were received from the following companies in order of lowest to highest.

Company	Weighted Bids Based on 2015 Services
Top Care, Inc.	\$2,065.00
Predator Termite & Pest Control	\$2,553.75
Supreme Green Landworks	\$2,712.50
Custom Tree Care	\$2,940.00
Arbor Masters Tree & Landscape	\$4,150.00

In prior years, we used the lowest average overall bid for four work items. This year, we weighted each of the four work items based on the City's 2015 mowing contract services. Standard mowing has the highest weight followed by brush hog mowing, tree trimming and trash/debris removal.

Top Care has the lowest overall weighted bid in the amount of \$2,065. Their per hour bid rates are: Standard Mowing/Trimming - \$25; Brush Hog Mowing - \$65; Trash & Debris Removal - \$20 and Tree Trimming - \$45. Top Care is a commercial contract mowing company that started in St. Louis in 1978 and opened a branch in Edwardsville in 1999. Their three references were contacted and each had high recommendations for the company.

Financial Impact:

The 2016 Property Maintenance Code budget has \$4,000 for contract mowing services.

ITEM NO. 11.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Public Housing Rent Rates

ACTION: Make a Motion to Approve the Flat Rate Rent Schedule

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

The enclosed memorandum provides the background and new proposed rates.

City of Bonner Springs
Public Housing Authority



Public Housing Memorandum

Date: March 28, 2016
To: Mayor & City Council
Through: Sean Pederson, City Manager
From: Carrie Newton, PHA Executive Director

Subject: 2016 Flat Rent Schedule

Recommendation:

Staff recommends approval of the proposed flat rent schedule.

Background:

The 1998 Quality Housing Work Responsibility Act (QHWRA) requires public housing agencies (PHAs) offer the option of a flat rent (as opposed to an income-based rent) to their residents. Flat rents are based on market rents and do not vary with income levels. The U.S. Department of Housing and Urban Development (HUD) believes offering the option of flat rate rent to the residents would keep them from being discouraged to find work due to income based rents increasing if the income of the household increases. Similarly, QHWRA's flat-rent option was also expected to avoid the creation of disincentives for continued residency by families who attempt to become economically self-sufficient.

The PHA must establish the flat rent amount for each unit and review these amounts annually. The PHA uses the HUD established Fair Market Rents (FMR) for the Kansas City metropolitan area.

A choice between income-based and flat rents must be offered to each resident once each year at the annual reexamination/lease renewal. If a resident chooses a flat rent, the PHA must conduct a reexamination (updates) of income at a minimum of every three years. The PHA currently has no residents that selected the flat rent option.

Discussion:

The Consolidated Appropriations Act of 2014 now requires that flat rents shall not be any lower than 80% of FMR for the area. The local HUD field office indicated that PHAs may reduce that amount by the reasonable cost of tenant-paid utilities.

To complete the required annual review of flat rents, staff surveyed area landlords to determine their rent amounts and amenities. We also hired a consultant to review the utility usage for apartments with tenant-paid utilities. As a result, staff believes the current flat rents for all apartment sizes need adjusted to reflect the utility costs and amenities to meet the 80% requirement and to help attain and retain tenants with low income.

We sent out the proposed rents below to all residents for comment, with no comments received.

Apartment Size	Current FMR (KC Metro)	80% FMR	Proposed Rent	Current Flat Rent	Proposed Flat Rent (considering tenant-paid utilities)	Rent Change
0 Bedroom	\$562	\$449.60	\$450	\$500	\$450	-50
1 Bedroom	\$721	\$576.80	\$577	\$550	\$577	+27
2 Bedroom	\$893	\$714.40	\$715	\$571	\$604	+33
3 Bedroom	\$1,219	\$975.20	\$976	\$796	\$837	+41
4 Bedroom	\$1,385	\$1,108.00	\$1,108	\$894	\$894	0

Financial Impact:

The proposed flat rate rents would affect one resident that just moved in. She is currently above the proposed flat rate for a studio so her rent would lower after the passing of the new amounts. The change has been discussed with the resident and she is in favor of the change.

Housing Authority groups across the country issued comments to HUD in regard to the revised flat rent rule. Small PHAs, in particular, have noted they are significantly impacted by this rule as higher income families will continue to move to unassisted properties as their incomes increase.

ITEM NO. 12.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: UG Amphitheater Capital Improvements Memorandum of Understanding

ACTION: Make a Motion to Approve the UG Amphitheater Capital Improvements Memorandum of Understanding

STAFF RECOMMENDATION: The City Manager, City Attorney, Community and Economic Development Director and Finance Director Recommend Approval

Please see Workshop Item No. WS-1 for information.

ITEM NO. 13.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Water and Wastewater Utility Rates

ACTION: Make a Motion to Approve the Water and Wastewater Rate and Fee Adjustments Effective April 1, 2016

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

A memorandum is enclosed with discussion and financial impact for the rate and fee adjustments as discussed at the March 14, 2016 Workshop.

BONNER SPRINGS UTILITIES

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

MEMORANDUM

Date: March 21, 2016
To: Mayor and City Council
Through: Sean Pederson, City Manager
From: Rick Sailer, Director

Subject: 2016 Water & Wastewater Rates & Fees

Recommendation: Approve Water and Wastewater Rate and Fee adjustments effective 1 April 2016.

1. Approve a 2% increase for Water Rates & Service Charges (Fee).
2. Approve a \$0.32/1,000 gallons increase for High Volume Water Rates (6.8% increase)
3. Approve deletion of discount water rate for 70,000 – 120,000
4. Approve deletion of Water Service fee for ¾", 1 ½" and 8" meters (meters are not used)
5. Approve an 8% increase for Wastewater Rate & Service Charge.
6. Approve "Temporary Water Service Rate" for fire hydrant water usage of 25% above standard water rates and fees.

Background:

Staff reviewed the recommended rate and fee adjustments for 2016 at the City Council Workshop on 14 March 2016. City Council gave consensus to move forward with the recommended adjustments. Based on the recommended adjustments, the average bill for a residential customer for water and wastewater, using 6,000 gallons per month, will increase \$4.87 per month, or \$0.162 per day.

Discussion:

1. **Water Fees & Rates:** *(Average residential bill for water will increase \$0.91 per month.)*
 - 2% increase for Water Service Fees and the water user base-rate.
 - Monthly Service fee will increase by 2% for all meter sizes.
 - Residential customers will increase \$0.25 per month (\$12.60 to \$12.85)
 - The base rate usage will increase \$0.11 per 1,000 gallons (\$5.46 to \$5.57)
 - Volume discount rate of 5% for usage greater than 70,000 gallons will be deleted.
 - Usage greater than 120,000 gallons will receive a 10% discount from the base rate.
 - Wholesales rates adjusted based on the previously approved discount rate structure.
 - Outside City Limits fees & rates will remain at 10% higher than in-City fees & rates.
 - No discounts provided for Outside City Limits fees & rates.
 - New "Temporary" Water Service Usage Rate established at 25% higher than base rate.
 - *Temporary water is used by contractors using a fire hydrant meter.*
 - 2. **Wastewater Fee and Rate:** *(Average residential bill for wastewater will increase \$3.96 per month.)*
 - 8% increase for Wastewater Service Fee and Wastewater treatment (WWT) base-rate.
 - Monthly service charge will increase 8% for all customers.
 - Increase \$1.20 per month (\$14.95 to \$16.15)
 - WWT rate will increase \$0.46 per 1,000 gallons (\$5.69 to \$6.15).
 - Outside City Limits fee & rate will remain at 10% higher than in-City fee & rate.

Financial Impact:

- The 2% increase in Water Service Fees and User Rates will result in estimated additional revenue in 2016 of \$33,000 based on 2015 revenue.
- The 8% increase in the Wastewater Service Fee and User Rate will result in additional revenue in 2016 of \$120,000 based on 2015 revenue.

2016 Fees and Rates Adjustments		Current	Recommended	OCL*
Water Rates & Fees (Rate per 1,000 gallons)				
Water Rate 0 - 70,000 Gallons		\$5.46	\$5.57	\$6.13
Water Rate 70,001 - 120,000 Gallons		\$5.20	N/A	N/A
Water Rate 120,001 Gallons and Over		\$4.69	\$5.01	N/A
Temporary Water Service Usage Rate (NEW)		N/A	\$6.96	\$7.66
Monthly Water Service Fee 5/8" Meter		\$12.60	\$12.85	\$14.14
Monthly Water Service Fee 3/4" Meter		\$15.61	N/A	N/A
Monthly Water Service Fee 1" Meter		\$18.21	\$18.57	\$20.43
Monthly Water Service Fee 1 1/2" Meter		\$22.94	N/A	N/A
Monthly Water Service Fee 2" Meter		\$45.05	\$45.95	\$50.55
Monthly Water Service Fee 3" Meter		\$67.49	\$68.84	\$75.72
Monthly Water Service Fee 4" Meter		\$113.39	\$115.66	\$127.22
Monthly Water Service Fee 6" Meter		\$200.93	\$204.95	\$225.44
Monthly Water Service Fee 8" Meter		\$270.00	N/A	N/A
Wastewater Rate & Fee				
Monthly Wastewater Service Fee		\$14.95	\$16.15	\$17.76
Wastewater Rate – per 1,000 gallons		\$5.69	\$6.15	\$6.76

*OCL – Outside City Limits

ITEM NO. 14.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: City Manager's Report

ACTION: None

STAFF RECOMMENDATION:

Report attached.

City Managers Update

Date: March 24, 2016

To: Mayor and City Council

1. **Planning Department Update** – The Third Public Meeting for the K-32 Tri-City Multimodal Redevelopment Plan is scheduled for Thursday, March 31st from 6:00-7:30 pm in the Sunflower Room at the Bonner Springs Community Center.
2. **City Clerk’s Office Update** – The City Clerk recently attended a two-day Basic Public Information Officer training course through the Kansas Division of Emergency Management and FEMA. She is also attending monthly meetings for the Regional Association of Public Information Officers (RAPIO) through Mid-America Regional Council to remain current on regional issues, trends and training opportunities.
3. **KDOT 5311 Grant Award Tiblow Transit** – KDOT awarded another 5311 Grant to the City for Tiblow Transit with sources of funds as follows:

Operations	
State Match (20 Percent)	\$16,000*
5311 Federal Match (50 Percent)	\$40,000*
Local Match (30 Percent)	\$24,000
Total	\$80,000.00
Administration	
5311 Federal Match (80 Percent)	\$19,000*
Local Match (20 Percent)	\$4,000
Total	\$23,000.00
Total for Operations & Administration	\$103,000.00
*TOTAL GRANT FUNDS	\$75,000.00

We were also awarded a replacement vehicle with grant matches to be determined towards the end of the year after the State bidding process.

4. **Community and Economic Development Update** –
 - a. **Corner Collections** – This new boutique has opened at 201 Oak Street offering a variety of repurposed furniture and home décor. Skylar Hollenbeck and his mother, Marcia, are the owners. Their hours of operation are Thursdays 9:00-5:00; Fridays 1:00-5:00 and Saturdays 1:00-5:00.
 - b. **Update on Gambino’s Pizza** – Dustin Gillespie is the owner of this new pizza shop that will be opening mid-April at 128 Oak Street. They will be open 7 days a week with the following hours: Sunday-Thursday 11:00-8:00; Friday and Saturday 11:00-9:00.
 - c. **Stephan’s Standard Closing** - After 57 years of business, Stephan's Service, a family-owned and operated, full-service gas station and auto repair on Front Street, is closing its doors. The Stephan family has planned a customer appreciation day on Saturday, March 26, from 12:00-3:00 p.m. Craig Stephan will continue to work in the auto repair business at Kling Auto and Diesel, 16463 Linwood Road, Bonner Springs.
 - d. **Grand Master Kim’s Tae Kwon Do Closes** – The owner of this martial arts business, Rick Grimm, has informed the City that he has closed the business at 615 E. Front Street and is taking a break for a while. He would like to reopen at some point in the future. Mr. Grimm first opened Grand Master Kim’s at K-7/Kansas Avenue in 2010 and then later moved to the Bonner Shops Mall on Front Street.

ITEM NO. 15.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: City Council Items

ACTION: None

STAFF RECOMMENDATION:

ITEM NO. 16.

**City Council Regular Agenda
Monday, March 28, 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				
RESULT	PASS	FAIL		

Mayor Vote on Charter Ordinances & Planning Items _____

AGENDA ITEM: Mayor's Report

ACTION: None

STAFF RECOMMENDATION:

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