

**CITY COUNCIL AGENDA  
Monday, December 19, 2016**

**Workshop – 6:30 p.m.**

- WS-1 Executive Session for Attorney-Client Consultation
- WS-2 Riverview Avenue Stormwater Culverts

**Council Meeting – 7:30 p.m.**

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

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

- 2. Minutes of the November 28, 2016 City Council Meeting
- 3. Claims for City Operations
- 4. Public Housing Authority Claims
- 5. Authorize City Manager to Sign Claims for Year End 2016
- 6. City Council Meeting Dates and Holidays for 2017
- 7. Cereal Malt Beverage Renewals for 2017
- 8. Appointments to Boards and Commissions
- 9. Unified Government Contract for Senior Center Funds for 2017
- 10. Write Off Uncollected Accounts - Utilities, Weeds and Miscellaneous
- 11. Resolution to Write off Uncollected Accounts Payable and Payroll Warrants
- 12. Authorization to Cancel Unclaimed Check Issued by Public Housing Authority
- 13. Resolution to Write Off Uncollected Public Housing Authority Accounts
- 14. Public Housing Laundry Machine Contract Update with CoinMach
- 15. Public Housing Contract with The Wilson Group, Inc. for Installation of Apartment Doors
- 16. Tiblow Transit Title VI Reapproval
- 17. Cooperative Agreement for Funding of Operation Green Light Traffic Control System
- 18. REJIS On-Line Payment Service Agreement

**REGULAR MEETING AGENDA**

- 19. TIF Resolution for Westgate Development
- 20. Resolution to Approve the Public Housing 2017 Operating Budget
- 21. Pay Plan Ordinance
- 22. Bid Award for Electronic Message Board
- 23. Final Payment & Project Acceptance for Lion's Park Playground Equipment
- 24. Final Payment & Project Acceptance for Street Project
- 25. City Manager's Report
- 26. City Council Items
- 27. Mayor's Report

**City Council Regular Agenda**  
**Monday, December 19, 2016 – 6:30 p.m.**

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

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

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

**AGENDA ITEM: Executive Session for Attorney-Client Consultation**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

**AGENDA ITEM: Riverview Avenue Stormwater Culverts**

**NARRATIVE:** Staff is looking for the Council to reach consensus to pursue completion of the Riverview Culvert Replacement Project in accordance with the enclosed memo. The background and financial impact of the Riverview Avenue Stormwater Culvert Replacement project is discussed in the enclosed memo.

**MEMORANDUM**

To: Mayor and City Council  
Through: Sean Pederson, City Manager, Tillie LaPlante, Finance Director  
From: Rick Sailer, Director; Matt Beets, Project Manager

**Subject:** Riverview Avenue Stormwater Culverts

**Recommendation:** City Council reach consensus to pursue completion of the Riverview Culvert Replacement Project in accordance with this memo.

**Background:** The Public Works Department closed Riverview Avenue between 118<sup>th</sup> Street and 110<sup>th</sup> Street on 16 September 2016. This action was taken after a re-inspection by the City Engineer deemed the roadway to be unsafe for travel due to the deteriorated Mission Creek culverts. The two stone culverts are located in close proximity to each other - approximately 11500 Riverview Avenue. The culverts, constructed of rock, are estimated to be 62-80 years old (possibly older). The west culvert is considered to be in worse condition than the east culvert, however, the recommendation is to replace both culverts.

The original inspection by our City Engineer, performed in June 2016 is attached.

**Discussion:** Public Works Department staff explored several options to rehabilitate the existing structures. However, the City Engineer has recommended that we replace the culverts entirely. The Engineering estimate to replace both culverts is \$400,000.

To better evaluate project scope and cost, staff recommends publishing a Request for Proposal for the design engineering, estimated at \$90,000.

**Financial Impact:** The Design Engineering cost (\$90,000) will be paid using Stormwater Funds.

The Public Works and Utilities Director with the assistance of the Finance Director and City Manager are evaluating funding options for the construction phase of the project. Other Stormwater infrastructure projects have already been identified (e.g. Garfield Culvert Project, estimated at \$200,000) as needing replacement due to condition. It is not feasible to issue less than \$1,000,000 for General Obligation Bonds, so it is possible to incorporate several Projects into one issuance.

City staff is currently completing a Stormwater fee analysis, and expects to bring forth in early 2017 a recommendation to modify Stormwater fees to be based on square footage of impervious area (e.g. Parking Lots, rooftops, etc.). Staff will have final details regarding the financing of this Project along with other projects prior to construction of this Project. The Design Engineering cost will be paid for using Stormwater Funds.

# Memorandum

Alaska  
Arizona  
California  
Colorado  
Kansas  
Louisiana  
Minnesota  
Missouri  
Nebraska  
New Mexico  
Texas  
Utah

**To:** Matt Beets - City of Bonner Springs, Kansas  
**From:** Wilson & Company, Inc., Engineers & Architects  
**CC:**  
**Date:** June 21, 2016      **File Number:** 14-100-501-00  
**Re:** Culvert Assessments – 11533 East Riverview

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The City of Bonner Springs, Kansas tasked Wilson & Company with the inspection and assessment of two stone culverts under Riverview Avenue near the address of 11533. This report provides documentation of the inspection observations, recommendations for rehabilitation or replacement of the culverts, and the estimated project costs of the final recommendations.

## Field Inspection

Wilson & Company staff performed a field inspection of the culverts on June 20, 2016. Documentation during the inspection included recording interior conditions and ground level conditions over the structure with photos. Manned entry inspection was the inspection method due to the size of the culverts

## West Culvert

The west culvert is in poor structural condition. Field observations of the interior revealed a partially collapsed wall at the northeast corner of the structure. Additionally, scour is starting to undermine the east wall. On the exterior, the wingwalls and headwalls have collapsed in several locations and the roadway is settling along the walls of the structure.

## East Culvert

The east culvert appears to be in better structural condition than the west culvert, but standing water prevented a complete inspection of the interior. Due to the standing water, the amount of scour in the channel bottom cannot be determined.

## Recommendations

Based on the condition of each culvert, a full replacement of both culverts is recommended.

**City of Bonner Springs, Kansas  
West Culvert Condition Assessment**



***Upstream Headwall and Exposed Utilities***



***Collapsed Downstream Headwall and Wingwall***



***Interior View***



***Partially Collapsed Interior Wall***



***Scour Under East Wall***



***Roadway Settlement Along Culvert Walls***

**ITEM NO. 1.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

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

**ACTION: None**

**RECOMMENDATION:**

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

## **CONSENT AGENDA**

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

**ITEM NO. 2.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Minutes of the November 28, 2016 City Council Meeting**

**ACTION: Make a Motion to Approve the Minutes of the Regular Meeting Held on November 28, 2016**

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

Enclosed are the minutes for approval.

**City Council Workshop Meeting – Monday, November 28, 2016 – 6:00 p.m.**

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

**Governing Body Absent:** Councilmember Joe Peterson

**City Staff Present:** Sean Pederson, City Manager; Amber McCullough, City Clerk; and Carol Sharp, Human Resources Director; Matt Beets, Project Manager

**Others Present:** Matthew Gist, Ensz & Jester, P.C.

**WS - 1- Executive Session for Attorney - Client Consultation** – Shannon made a motion to go into executive session at 6:00 p.m. for an attorney - client consultation for 45 minutes. Gurley seconded the motion and it carried on a vote of seven to zero.

Shannon made a motion to return to open session with no action taken at 6:45 p.m. Gurley seconded the motion and it carried on a vote of seven to zero.

**WS - 2- Pay Matrix** – Staff presented the updated pay matrix.

➤ Positions not listed will be established by City Manager and/or subsequent plans.

➤ General discussion included how steps and grades were determined and how employees can move through the steps.

**WS – 3 – Cornell, Emerson, Sheidley Improvement Project** - The Project Manager presented:

➤ The City Council approved funding for waterline replacements on Cornell, Emerson and Sheidley in the 2012 through 2016 budgets. The project has been delayed several times due to emergency expenses.

➤ Staff requested consensus to complete the multi-phased project which includes: Cornell waterline from Morse to Spring - \$100,000, Emerson waterline from Morse to Murphy - \$50,000 and Sheidley waterline from Murphy to Insley/Pine - \$200,000

➤ These streets were prioritized because of the high number of breaks in the waterlines.

➤ The total estimated cost is \$720,000 including waterline replacement, new sidewalks, curb inlet replacements, curb and gutter repairs and street pavement mill & overlay.

The City Council reached consensus without opposition to move forward with the project.

The meeting adjourned at 7:15 p.m.

## City Council Minutes – Regular Meeting – Monday, November 28, 2016

The Bonner Springs City Council met in regular session at 7:30 p.m. on Monday, November 28, 2016.

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

**Governing Body Absent:** Councilmember Joe Peterson

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

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

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

### CONSENT AGENDA

The Mayor read the Consent Agenda Items 2 through 5 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 November 14, 2016 City Council Meeting** – Presented for approval.

**Item No. 3 – Claims for City Operations for November 28, 2016** - Presented for approval were the Supplement Claims in the amount of \$92,351.43 and Regular Claims in the amount of \$201,727.96.

**Item No. 4 – Public Housing Authority Claims for November 28, 2016** – Presented for approval were Regular Claims in the amount of \$21,279.44.

**Item No. 5 - Massage Therapy License Renewals for Bodyworks** – Bill Miller applied and paid the fee for renewal of his 2017 Massage Therapy Business Establishment and Massage Therapist Licenses.

### CONSENT AGENDA APPROVAL

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

### REGULAR MEETING AGENDA

**Item No. 6 – Ordinance for Pay Matrix and Personnel Manual** – The City Manager presented:

➤ Staff recommended the City Council approve an ordinance adopting the proposed uniform personnel manual guidelines and a performance pay plan for full-time employees.

Cooper made a Motion to Adopt an Ordinance Approving the Pay Matrix and Personnel Manual. Thompson seconded the motion and it carried on a vote of seven to zero. **Assigned Ordinance No. 2439.**

**Item No. 7 – Ordinance to Establish City Manager Salary & Contract Amendment** – The City Manager presented:

➤ Staff recommended the City Council approve an ordinance establishing salary for the City Manager and three amendments to the employment contract.

Shannon made a Motion to Approve an Ordinance to Establish the City Manager's Salary. Cooper seconded the motion and it carried on a vote of seven to zero. **Assigned Ordinance No. 2440**

Stephens made a Motion to Approve the Second Amendment to the City Manager's Contract. Shannon seconded the motion and it carried on a vote of seven to three.

**Item No. 8 – Lion's Park Trail Change Orders** – The Parks and Recreation Director presented:

➤ Staff recommended the City Council approve two change orders for a total of \$30,893.50.

➤ Change Order No. 1 added 490 linear feet to phase 2 of the Lion's Park trail at a cost of \$16,747.50.

➤ Change Order No. 2 added AB3 under 2,053 linear feet of the trail at a cost of \$14,146.

Stephens made a Motion to Approve the Change Orders for an Additional Cost not to Exceed 30,893.50. Reeves seconded the motion and it carried on a vote of seven to zero.

**Item No. 9 – Award Bid for Roadway Network Inventory Analysis Project** – The Project Manager presented:

➤ On November 17, 2016 the City received one bid for the Roadway Network Inventory Analysis Project – Infrastructure Management Services - \$42,670.

➤ Staff recommended the City Council award the bid to Infrastructure Management Services for an amount not to exceed \$42,670.

➤ The contractor will evaluate approximately 71 miles of city streets to help determine the necessary funding for proper management and maintenance of city streets.

Reeves made a Motion to Award the Bid for the Roadway Network Interface Analysis Project to Infrastructure Management Services (IMS) for a Cost not to Exceed \$42,670. Thompson seconded the motion and it carried on a vote of seven to zero.

**Item No. 10 – Final Payment & Project Acceptance for Concrete Project –** The Project Manager presented:

- Staff authorized work change directives for additional curb replacement on Schubert and sidewalk along Commercial Drive.
  - Staff recommended the City Council approve the change order totaling \$11,708, approve final payment and accept the concrete repair project.
  - Work Change Directive No. 1 was for additional curb work at a cost of \$2,688 on Schubert.
  - Work Change Directive No. 2 was for additional sidewalk work at a cost of \$9,020 along Commercial Drive.
- Gurley made a Motion to Approve a Change Order, Accept the Concrete Repair Project and Approve Final Payment to Vintage Green Mark Construction, Inc. in the Amount of \$47,988. Reeves seconded the motion and it carried on a vote of seven to zero.

**Item No. 11 – Final Payment & Project Acceptance for Pavement Preservation Project –** The Project Manager presented:

- The project included restoration paving at the cemetery and chip seal work throughout the city.
- Staff recommended the City Council approve the change order for several cul-de-sacs and/or large radius corners which exceeded the estimated quantities.

Thompson made a Motion to Approve a Change Order, Accept the Pavement Preservation Project and Approve a Final Payment to Harbour Construction in the Amount of \$153,401.40. Cooper seconded the motion and it carried on a vote of seven to zero.

**Item No. 12 – City Manager’s Report –** The City Manager reported:

- The City budgeted a website redesign for 2017 and is asking residents to submit photos of the city to the City Clerk to showcase on the website.
- Candy Cane Christmas is on December 3<sup>rd</sup>. The City is working with the Ag Hall of Fame to coordinate activities on the same day.
- Anyone interested in volunteering for the Snow Angels program should contact Barb Bille.
- The new playground at Lion’s Park is up and running. The City Manager thanked staff for a job well done.
- The City Council will only meet once in December on December 19<sup>th</sup>.

**Item No. 13 – City Council Items –**

- Cooper asked will the sidewalk on Allcutt that was damaged by Bearcat will be repaired? Staff will look at it.
- Reeves reported his grandchildren enjoyed the new playground equipment.
- Gurley reported her teenager is thrilled the merry-go-round is there and that the new playground is Bonner Braves’ colors.
- Kipp attended the ribbon cutting for the new playground and thanked the Parks and Recreation department for a great job.

**Item No. 14 – Mayor’s Report –**

- Appreciated seeing the new ambulance and stated it is a good example of the benefit of the Emergency Services Sales Tax.
- Appreciates the website redesign.
- The Mayor’s Youth Advisory Council will help flip the switch at the Christmas Tree lighting this Saturday.
- Complimented the Parks and Recreation department on the new facilities. Appreciated the level of professionalism of the staff.
- Appreciates the work the City Clerk is doing to use social media to highlight city events.
- Asked for an update on the new sign. Staff reported a new sign is proposed for the area in front of the fire station, and staff is reviewing bids.
- Cooper stated the Shawnee Dispatch is available in Bonner Springs.
- Gurley attended the open house for Third Space, a coffee shop set to open on Oak Street in the coming months.
- Gurley asked about the Welcome to Bonner Springs sign from the exit ramp from Westbound I-70 to K-7 north. Staff reported we have the sign.

The meeting adjourned at 8:10 p.m.

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

**ITEM NO. 3.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Claims for City Operations**

**ACTION: Make a Motion to Approve the Claims for City Operations for December 19, 2016**

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

Enclosed are the Supplement Claims for City Operations in the amount of \$47,711.43 and the Regular Claims in the amount of \$447,913.03.

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: 12/14/2016

Time: 2:15 pm

Page: 1

Bonner Springs City Hall

BANK: UNION BANK & TRUST

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK &amp; TRUST Checks</b>							
131902	12/02/2016	Printed		7925	KENDRA ARNETT	RENTAL DEPOSIT REFUND	100.00
131903	12/02/2016	Printed		4413	AT & T 5001	PHONE SERVICE	3,901.57
131904	12/02/2016	Printed		7514	AXIOM INSTRUMENTATION SERVICES	REPLACES CK #131642	180.00
131905	12/02/2016	Printed		0117	BOARD OF PUBLIC UTILITIES	WATER USAGE/OCTOBER 2016	4,480.40
131906	12/02/2016	Printed		7923	SARAH BOATWRIGHT	RENTAL DEPOSIT REFUND	100.00
131907	12/02/2016	Printed		7928	AMANDA DANIELS	RENTAL DEPOSIT REFUND	100.00
131908	12/02/2016	Printed		7926	STEVE HAMMEKE	UT OVERPAYMENT REFUND	233.85
131909	12/02/2016	Printed		7513	HSA BANK	PAYROLL DEDUCTIONS	545.00
131910	12/02/2016	Printed		0898	ICMA RETIREMENT CORPORATION	PAYROLL DEDUCTS/BENEFITS	3,283.14
131911	12/02/2016	Printed		2195	KANSAS PAYMENT CENTER	PAYROLL DEDUCTIONS	851.62
131912	12/02/2016	Printed		2014	KCPL	ELECTRIC SERVICE	60.01
131913	12/02/2016	Printed		7927	SARAH LOUN	RENTAL DEPOSIT REFUND	107.50
131914	12/02/2016	Printed		9879	MAINSTREET CREDIT UNION	PAYROLL DEDUCTIONS	3,327.82
131915	12/02/2016	Printed		7924	ANGIE MCCARTY	RENTAL DEPOSIT REFUND	100.00
131916	12/02/2016	Printed		7922	JEANETTE MCVAY	RENTAL DEPOSIT REFUND	100.00
131917	12/02/2016	Printed		7273	AYDE PICHARDO	RENTAL DEPOSIT REFUND	100.00
131918	12/02/2016	Printed		7022	POSTMASTER	BROCHURE MAILINGS- P&R	790.42
131919	12/02/2016	Printed		7929	POSTMASTER	BROCHURE MAILINGS- P&R	630.08
131920	12/02/2016	Printed		7930	POSTMASTER	BROCHURE MAILINGS- P&R	694.67
131921	12/02/2016	Printed		7447	LACRETIA SANDERSON	RENTAL DEPOSIT REFUND	200.00
131922	12/02/2016	Void	12/02/2016			Void Check	0.00
131923	12/02/2016	Printed		1315	WALMART COMMUNITY GECRB	JANITORIAL SUP, TONER, CANDY-REC	721.77
131924	12/02/2016	Printed		7684	WASTE MANAGEMENT OF MISSOURI	PORTABLE TOILET-SOCCER FIELD	125.00
131925	12/02/2016	Printed		3790	WESTAR ENERGY	ELECTRIC SERVICE	26,290.87
131926	12/08/2016	Void	12/08/2016			Void Check	0.00
131927	12/08/2016	Void	12/08/2016			Void Check	0.00
131928	12/08/2016	Void	12/08/2016			Void Check	0.00
131929	12/08/2016	Void	12/08/2016			Void Check	0.00
131930	12/08/2016	Printed		6709	NUTS & BOLTS	REPLACES CK #131717	687.71

**Total Checks: 29** **Checks Total (excluding void checks): 47,711.43**

**Total Payments: 29** **Bank Total (excluding void checks): 47,711.43**

**Total Payments: 29** **Grand Total (excluding void checks): 47,711.43**

# Check Register Report

CHECK REGISTER

Date: 12/15/2016

Time: 3:19 pm

Bonner Springs City Hall

BANK: UNION BANK & TRUST

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK &amp; TRUST Checks</b>							
131931	12/14/2016	Printed		0293	ABY MANUFACTURING GROUP INC	AWARD BARS (2)- PD	108.50
131932	12/14/2016	Printed		3167	ACE PIPE CLEANING INC	SEWER LINE TV WORK	1,401.83
131933	12/14/2016	Printed		3169	AKAWAM	COFFEE SERVICE-PW,UT,CHALL	153.40
131934	12/14/2016	Printed		6000	APAC	GRAVEL F/RETAINING WALL @ LP	70.80
131935	12/14/2016	Printed		7449	APEX ENVIROTECH, INC.	LAB TESTING -UT	1,034.00
131936	12/14/2016	Printed		7932	REJANE ARAGON	RENTAL DEPOSIT REFUND	200.00
131937	12/14/2016	Printed		5615	AT & T 5011	SPECIAL CIRCUITS & ALARMS	291.58
131938	12/14/2016	Printed		5184	AT & T MOBILITY	MOBILE PHONE SVC 10/24-11/23	4,065.09
131939	12/14/2016	Printed		2470	ATMOS ENERGY	GAS SERVICE	357.85
131940	12/14/2016	Printed		1461	AUGUSTINE EXTERMINATORS	PEST CONTROL-FIRE/EMS	75.00
131941	12/14/2016	Printed		5588	JAMES BALLEW	INSTALLATION CHRISTMAS LIGHTS	1,375.00
131942	12/14/2016	Printed		0109	BERNING TIRE COMPANY	FLAT TIRE REPAIR-PD	23.00
131943	12/14/2016	Printed		4172	BOUND TREE MEDICAL	MEDICAL SUPPLIES & UNIFORM-EMS	245.85
131944	12/14/2016	Printed		6734	BREATHING AIR SERVICES, INC	AIR COMPRESSOR	250.00
131945	12/14/2016	Printed		7931	CARL E BROWN	INSPECTION-FIRE WATER AND SEWER RATE ANALYSIS	12,139.57
131946	12/14/2016	Printed		3764	CHAD CANNON MD	MEDICAL DIRECTOR SVCS-EMS	1,900.00
131947	12/14/2016	Printed		7102	CENTRAL SECURITY GROUP-	SECURITY SYSTEM MONITORING	122.00
131948	12/14/2016	Printed		0019	CHEMQUEST INC	WATER PLANT CHEMICALS	3,374.25
131949	12/14/2016	Printed		6354	CINTAS FAS LOCK BOX 636525	FIRE EXTINGUISHER INSPECTIONS	1,018.39
131950	12/14/2016	Printed		2410	CITY TREASURER KCK	RESIDENTIAL REFUSE SVC	33,084.72
131951	12/14/2016	Printed		7668	CITY WIDE MAINTENANCE CO	CUSTODIAL SVCS & JANITORIAL SUP	10,144.05
131952	12/14/2016	Printed		6248	CLASSIC GRAPHICS INC	HELMET LETTERING-FIRE	35.00
131953	12/14/2016	Printed		0213	COLEMAN EQUIPMENT INC	EQUIP REPL PARTS, VEH SUPPLIES	480.91
131954	12/14/2016	Printed		0222	CONRAD FIRE EQUIPMENT INC	VEH MAINT/REP, UNIFORMS-FIRE	459.04
131955	12/14/2016	Printed		6724	D K LEASING, LLC	CONCRETE FILL-UT	735.00
131956	12/14/2016	Printed		0053	DPC INDUSTRIES INC	CHEMICALS-WTP	2,643.60
131957	12/14/2016	Printed		2626	EL POTRO MEXICAN CAFE 3 LLC	FOOD F/EMPLOYEE LUNCHEON	582.20
131958	12/14/2016	Printed		2211	FAMILY TREE NURSERY	BUSHES F/WELCOME SIGN	166.45
131959	12/14/2016	Void	12/14/2016			Void Check	0.00
131960	12/14/2016	Printed		4342	FELDMANS	UNIFORMS,UTILITY KNIFE,PAINT	468.48
131961	12/14/2016	Printed		7108	FOLEY EQUIPMENT COMPANY	BUCKET TRUCK RENTAL-PW	433.59
131962	12/14/2016	Printed		7225	FORTILINE, INC	DISTRIBUTION MAINT SUPPLIES-UT	280.45
131963	12/14/2016	Printed		2755	FTC EQUIPMENT LLC	LEIVALLEY PIPE REP,PLANT MAINT	3,674.78
131964	12/14/2016	Printed		7858	GALLS, LLC	UNIFORMS- PD	557.70
131965	12/14/2016	Printed		3286	GCI CASTINGS INC	COLLECTION MAINT SUPPLIES-UT	280.00
131966	12/14/2016	Printed		1284	GEAR GRID	LOCKER F/BUNKER GEAR-FIRE	1,939.00
131967	12/14/2016	Printed		1942	GRASS PAD INC	GRASS SEED & STAPLES-UT	42.55
131968	12/14/2016	Printed		7383	GREAT PLAINS SOCIETY FOR	ANIMAL SHELTER EXPENSE	270.00
131969	12/14/2016	Printed		0804	HARBOUR CONSTRUCTION INC	PAVEMENT PRESERVATION PROJECT	153,401.40
131970	12/14/2016	Printed		7242	HELGET GAS PRODUCTS INC	OXYGEN-EMS	108.88
131971	12/14/2016	Printed		5589	ICE-MASTERS, INC	ICE MACHINE INSTALLATION-FIRE	457.00
131972	12/14/2016	Printed		2503	JAYS UNIFORMS	UNIFORMS-FIRE	242.32
131973	12/14/2016	Printed		3108	JC COMMUNICATIONS BEST	AFTER HRS ANSWERING SVC	103.00
131974	12/14/2016	Printed		1007	JERRYS NURSERY INC	MULCH-BON BEAUTIFUL	240.00
131975	12/14/2016	Printed		5345	JOHNSON COUNTY WASTEWATER	WASTEWATER CHARGES/NOV 16	249.42
131976	12/14/2016	Printed		7373	KANEQUIP INC	AIR CONDITIONING REPAIR-PW	461.10
131977	12/14/2016	Printed		5308	KANSAS ONE-CALL SYSTEM, INC	LOCATE FEES/NOVEMBER 2016	70.00
131978	12/14/2016	Printed		5028	KANSAS TURNPIKE AUTHORITY	MONTHLY TAG FEE&TOLLS-PD	54.18
131979	12/14/2016	Printed		2014	KCPL	ELECTRIC SERVICE	629.31

# Check Register Report

CHECK REGISTER

Date: 12/15/2016

Time: 3:19 pm

Bonner Springs City Hall

BANK: UNION BANK & TRUST

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK &amp; TRUST Checks</b>							
131980	12/14/2016	Printed		3517	KEY EQUIPMENT & SUPPLY CO	EQUIPMENT MAINT/REPAIRS-UT	430.89
131981	12/14/2016	Printed		3699	KSFFA	MEMBERSHIP DUES-FIRE	50.00
131982	12/14/2016	Printed		0418	KWEA	CERTIFICATION EXAM -UT	65.00
131983	12/14/2016	Printed		3003	LAKE OF THE FOREST INC	REFUSE SUBSIDY	247.00
131984	12/14/2016	Printed		6837	LAMAR TEXAS LIMITED PARTNERSHP	BILLBOARD ADVERTISING-CTC	415.00
131985	12/14/2016	Printed		0852	LANMAN INCORPORATED	COMPUTER SVC/MAINT	900.00
131986	12/14/2016	Printed		2419	LARUE DISTRIBUTING INC	COFFEE & SUPPLIES-EMS&FIRE	231.21
131987	12/14/2016	Printed		3603	LEI VALLEY REDEVELOPMENT LLC	REIMBURSE OFF-SITE SEWER	1,500.00
131988	12/14/2016	Printed		1138	LIGHT BULBS ETC	CHRISTMAS LIGHTS-PW	49.94
131989	12/14/2016	Void	12/14/2016			Void Check	0.00
131990	12/14/2016	Printed		1836	LOWE'S CREDIT SERVICES	MATERIAL F/RETAING WALL,PLAYGR	1,427.75
131991	12/14/2016	Printed		7604	M.R.P.P. INC.	PUBLIC NOTICES, ORDINANCES	84.00
131992	12/14/2016	Printed		7674	LISA MARTIN	RENTAL DEPOSIT REFUND	100.00
131993	12/14/2016	Printed		7587	MCANANY OIL CO., INC.	MOTOR FUEL	6,437.55
131994	12/14/2016	Printed		3007	MES-MIDAM	PORTABLE SCENE LIGHT-FIRE	562.50
131995	12/14/2016	Printed		6137	METRO COURIER INC	DELIVERY CHARGES-UT	14.37
131996	12/14/2016	Printed		2826	SUSAN MUCKENTHALER	TRANSCRIPTION SERVICES-PD	681.60
131997	12/14/2016	Printed		5050	NORTHERN SAFETY CO INC	DOG REPELLENT-UT	23.67
131998	12/14/2016	Printed		7827	THE NOVAK CONSULTING GROUP	EFFICIENCY STUDY-PW/UT	8,043.00
131999	12/14/2016	Void	12/14/2016			Void Check	0.00
132000	12/14/2016	Void	12/14/2016			Void Check	0.00
132001	12/14/2016	Void	12/14/2016			Void Check	0.00
132002	12/14/2016	Printed		6709	NUTS & BOLTS	BUILDING/DISTRIBUTN MAINT SUP	450.80
132003	12/14/2016	Void	12/14/2016			Void Check	0.00
132004	12/14/2016	Printed		0947	O'REILLY AUTO STORES INC	VEH & EQUIP MAINT SUPPLIES	216.10
132005	12/14/2016	Printed		0187	OLATHE WINWATER WORKS	DISTRIBUTION MAINT SUPPLIES	817.00
132006	12/14/2016	Printed		2126	OMNI SVC GROUP LLC	NOV AMB BILLING	1,047.13
132007	12/14/2016	Printed		7575	PERKY'S CAFE	FOOD F/EMPLOYEE LUNCHEON	135.00
132008	12/14/2016	Printed		3531	PERRY & TRENT LLC	PROSECUTOR & LEGAL SVC	7,865.00
132009	12/14/2016	Printed		2884	PITNEY BOWES	QTRLY MAINT/RENTAL AGMT	462.00
132010	12/14/2016	Printed		2290	PMSI	YELLOW PAINT & SUPPLIES-PW	677.90
132011	12/14/2016	Printed		5217	JOSEPH G POLLARD CO INC	SLUDGE SAMPLER-WWT	165.38
132012	12/14/2016	Printed		7022	POSTMASTER	PO BOX RENTAL FEE-CITY HALL	228.00
132013	12/14/2016	Printed		7022	POSTMASTER	FIRST CLASS MAIL POSTAGE	825.00
132014	12/14/2016	Printed		7933	AMY PROFETA	RENTAL DEPOSIT REFUND	75.00
132015	12/14/2016	Printed		0646	PUSHWATER ENTERPRISES INC	FLYERS,DOOR HANGERS,BUS CARDS	577.46
132016	12/14/2016	Printed		4746	QUEEN'S PRICE CHOPPER	SUPPLIES F/REC PROGRAMS	107.72
132017	12/14/2016	Printed		3932	QUILL	PLASTIC TOTES,STAPLES,TAPE	41.74
132018	12/14/2016	Printed		8035	REEVES-WIEDEMAN COMPANY	DISTRIBUTION MAINT SUPPLIES	49.50
132019	12/14/2016	Printed		6838	REJIS COMMISSION	RMS MAINT AGRMT NOV-COURT	836.50
132020	12/14/2016	Printed		1811	RICOH USA, INC.	COPIER LEASES	1,429.94
132021	12/14/2016	Printed		4733	RIVER CITY T'S	UNIFORM SHIRTS-FIRE	712.90
132022	12/14/2016	Printed		7710	GLEANARD SHANE ROACH	DOG KENNEL CONCRETE PAD-PD	950.00
132023	12/14/2016	Printed		3011	ANTHONY R RUSSO	JUDGE PRO-TEM	200.00
132024	12/14/2016	Printed		3714	SAMS CLUB DIRECT	SUPPLIES F/SENIOR ACTIVITIES	13.96
132025	12/14/2016	Printed		6010	SCHUETZ CONSTRUCTION	PIPELINE REPAIR & MAIN BREAK	8,853.19
132026	12/14/2016	Printed		8441	SHAWNEE COPY CENTER	NEWSLETTER & CALENDAR-SC	100.00
132027	12/14/2016	Printed		7878	SHRED-IT US HOLDCO, INC	SHREDDING SERVICE-EMS	52.93
132028	12/14/2016	Printed		7934	SITEONE LANDSCAPE SUPPLY HOLDN	DIMMABLE LIGHTS-PW	198.47
132029	12/14/2016	Printed		7846	ELIZABETH SMITH	MILEAGE EXPENSE 10/10-12/7	97.96
132030	12/14/2016	Printed		7899	JUSTINE SPEASE	MILEAGE EXPENSE 10/20-12/6/16	62.10
132031	12/14/2016	Printed		7670	STAPLES CONTRACT & COMMERCIAL	BINDERS,TAPE,ENVELOPES,PEN	50.15
132032	12/14/2016	Printed		0766	T A STOLFUS DVM	VET SERVICES-PD	340.00
132033	12/14/2016	Printed		4597	TASER INTERNATIONAL	(2)TASERS & SUPPLIES-PD	5,199.99

# Check Register Report

CHECK REGISTER

Date: 12/15/2016

Time: 3:19 pm

Bonner Springs City Hall

BANK: UNION BANK & TRUST

Page: 3

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>UNION BANK &amp; TRUST Checks</b>							
132034	12/14/2016	Printed		2466	TFM COMM INC	VEHICLE MAINT/REPAIRS-PD	607.65
132035	12/14/2016	Printed		7872	TRINITY AUTOMOTIVE LLC	VEH MAINT/REPAIRS-PD, UT	995.36
132036	12/14/2016	Void	12/14/2016			Void Check	0.00
132037	12/14/2016	Printed		6819	UNIFIRST COPORATION	UNIFORM,RUG RENTAL-PW,UTIL	627.90
132038	12/14/2016	Printed		3078	USA BLUE BOOK	CHEMICAL LAB SUPPLIES-WWTP	34.09
132039	12/14/2016	Printed		8404	VESTA LEE LUMBER COMPANY	FILE & SAND PAPER-UT	19.99
132040	12/14/2016	Printed		7865	VINTAGE GREENMARK CONSTRUCTION	CURB & SIDEWALK REPLACEMENTS	47,988.00
132041	12/14/2016	Printed		0712	W W GRAINGER	TRAY CABLE & DRUM PUMP-UT	217.46
132042	12/14/2016	Printed		7776	WAM NORTH AMERICA, INC	ROTRY MECHANICL FINE-SCREEN-UT	47,900.00
132043	12/14/2016	Printed		7530	WASTE MANAGEMENT OF MISSOURI	LANDFILL CHARGES NOV 1-30	5,293.75
132044	12/14/2016	Printed		7588	WASTE MANAGEMENT OF MISSOURI	DUMPSTER CHARGES	97.00
132045	12/14/2016	Printed		7898	WATER MOVERS, INC.	ROLL BOX RENTAL F/TANK CLEANG	736.20
132046	12/14/2016	Printed		3790	WESTAR ENERGY	ELECTRIC SERVICE	13,395.18
132047	12/14/2016	Printed		8399	WESTFALL GMC TRUCK INC	VEHICLE MAINT/REPAIRS-EMS	37.91
132048	12/14/2016	Printed		8411	WILSON & COMPANY ENGINEERS	ENGINEERING SVCS	360.00
132049	12/15/2016	Printed		7939	VICTORIA FOGARTY AND	SETTLEMENT PAYMENT	35,000.00

**Total Checks: 119**

**Checks Total (excluding void checks):**

**447,913.03**

**Total Payments: 119**

**Bank Total (excluding void checks):**

**447,913.03**

**Total Payments: 119**

**Grand Total (excluding void checks):**

**447,913.03**

**ITEM NO. 4.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Public Housing Authority Claims**

**ACTION: Make a Motion to Approve the Public Housing Authority Claims for December 19, 2016**

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

Enclosed are the Regular Claims in the amount of \$90,431.42.

# Check Register Report

PUBLIC HOUSING CHECK REGISTER

Date: 12/14/2016

Time: 2:44 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
<b>UNION BANK &amp; TRUST-PHA Checks</b>							
97540	12/14/2016	Printed		P325	P A GREEN WAY HOME CLEANING	CLEAN AFTER TENANT MOVE	175.00
97541	12/14/2016	Printed		P822	P ARCHER PIGAN LLC	ADDRESS LIGHTS (4) F/UNITS	150.50
97542	12/14/2016	Printed		P827	P ATMOS ENERGY	TENANT UTILITY REIMBURSEMENT	90.33
97543	12/14/2016	Void	12/14/2016			Void Check	0.00
97544	12/14/2016	Printed		P 797	P BANKCARD PROCESSING CENTER	SMOKE DETECTRS,BLINDS,TRAINING	372.35
97545	12/14/2016	Printed		P312	P C & C LOCK SERVICE	KEY COPIES	15.70
97546	12/14/2016	Printed		P580	P DENNIS HUNT	PLUMBING MAINT 4 UNITS	725.00
97547	12/14/2016	Printed		P510	P FIRE DETECTION SVCS INC	FIRE ALARM MONITORING	280.00
97548	12/14/2016	Printed		P794	P HD SUPPLY FACILITIES MAINT	VENT COVERS F/HALLWAYS	94.24
97549	12/14/2016	Printed		P477	P LANMAN	COMPUTER MAINT/REPAIRS	50.00
97550	12/14/2016	Printed		P542	P LINDSEY SOFTWARE SYS INC	ACCOUNTING SVCS	142.00
97551	12/14/2016	Printed		P503	P LOWES COMPANIES INC	OUTSIDE LIGHT COVER & OUTLET	37.98
97552	12/14/2016	Printed		P336	P NANCY L GOSS	PEST CONTROL	250.00
97553	12/14/2016	Printed		P800	P NUTS & BOLTS	PAINTING SUP, DEADBOLT,GREASE	104.89
97554	12/14/2016	Printed		P337	P ROGER HILT	SECURITY DEPOSIT REFUND	68.12
97555	12/14/2016	Printed		P987	P THE WILSON GROUP INC	BATHROOM RENOVATION-FAM UNITS	87,640.03
97556	12/14/2016	Printed		P713	P WASTE MANAGEMENT OF MISSOURI	REFUSE SERVICE	62.61
97557	12/14/2016	Printed		P472	P WESTAR ENERGY	TENANT UTILITY REIMBURSEMENT	172.67

<b>Total Checks: 18</b>	<b>Checks Total (excluding void checks):</b>	<b>90,431.42</b>
<b>Total Payments: 18</b>	<b>Bank Total (excluding void checks):</b>	<b>90,431.42</b>
<b>Total Payments: 18</b>	<b>Grand Total (excluding void checks):</b>	<b>90,431.42</b>

**ITEM NO. 5.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Authorize City Manager to Sign Claims for Year End 2016**

**ACTION: Make a Motion to Authorize the City Manager to Approve Claims for the Year End 2016**

**RECOMMENDATION:**

For a number of years, we have had only one City Council meeting in December. This creates some problems with the payment of invoices due this year that would not be paid until the first meeting in January. There are three weeks between the December meeting and the January meeting.

The City pays bills within thirty days of receipt of an invoice or sooner if necessary. A number of invoices, for credit cards and utilities, include a penalty if not paid by a required date. The City Staff currently processes these invoices and/or refunds prior to City Council approval but show a list of those checks on a Supplement Claims Register. The City Manager is charged with the responsibility for daily operations. The City Manager, City Clerk and Finance Director must comply with state budget law that prohibits the expenditure of funds above that approved by the City Council in any fund for each fiscal year.

If the City Council approves the requested authorization, City Staff will process and mail payments for 2016 and will provide a separate 2016 Year End Supplemental Claims Register with the January City Claims Item for that agenda. The City Council approved this item for the first time in 2013.

**ITEM NO. 6.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: City Council Meeting Dates and Holidays for 2017**

**ACTION: Make a Motion to Approve City Council Meeting Dates for 2017**

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

Attached is the meeting schedule for 2017.

**City of Bonner Springs**  
**2017 Holiday Schedule & City Council Meeting Dates**

<u>Holiday</u>	<u>Day</u>	<u>Date</u>
New Year's Day	Sunday	January 1 (Holiday observed Monday, Jan. 2)
Martin Luther King Day	Monday	January 16
President's Day	Monday	February 20
Memorial Day	Monday	May 29
Independence Day	Tuesday	July 4
Labor Day	Monday	September 4
Veteran's Day	Saturday	November 11 (Holiday observed Friday, Nov. 10)
Thanksgiving	Thursday & Friday	November 23 & 24
Christmas	Monday	December 25

One personal floating day at employee's choice.

**City Council meetings held on the second and fourth Monday unless otherwise noted.**  
**Work Sessions – Generally 6:00 or 6:30 p.m. - City Council Meetings - 7:30 p.m.**

**Meeting Dates:**

January 9 & 23  
February 13 & 27  
March 13 & 27  
April 10 & 24  
May 8 & 22  
June 12 & 26  
July 10 & 24  
August 14 & 28  
September 11 & 25  
October 9 & 23  
November 13 & 27  
December 18 – Third Monday

**NOTE:** Material for City Council agendas due at 8 a.m. the Wednesday prior to each Council Meeting date unless otherwise notified. Holidays & Meeting Dates posted annually on the City's website.

pc: Mayor and City Council  
Department Heads  
Media  
Staff  
Bulletin Board

**ITEM NO. 7.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Cereal Malt Beverage Renewals for 2017**

**ACTION: Make a Motion to Approve Cereal Malt Beverage License Renewals for 2017**

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

The enclosed list provides the businesses that made application to renew their Cereal Malt Beverage License for 2016. All businesses paid their renewal fee and meet the ordinance requirements. The Police Department conducted background checks. The Building Official completed safety inspections for all businesses.

# CMB Current Year Report - 2017

Year	Name of Business	Restrictions	Fee	Street Address
2016	7-Eleven, Inc. dba 7-Eleven Store #36691	Unopened Container	\$75.00	34 North 130 Terrace
<del>2016</del>	<del>Bonner Springs Pizza Company</del>	<del>Consumption on Premises</del>	<del>\$225.00</del>	<del>128 Oak Street <span style="color: blue;">Closed</span></del>
2016	Papa Bob's Bar-B-Que	Consumption on Premises	\$225.00	11610 Kaw Drive
2016	Queen Enterprises, LLC dba Bonner Springs Price Chopper	Unopened Containers	\$75.00	501 South Commercial Driv
2016	Quik Trip Corporation	Unopened Containers	\$75.00	389 North 130 Street
2016	Springs Enterprise LLC dba Discount Smokes	Unopened Containers	\$75.00	13010 Kansas Avenue
2016	Sunflower Hills Golf Course	Consumption on Premises	\$225.00	12200 Riverview
2016	Walgreens #12922	Unopened Containers	\$75.00	550 South 129 Street
2016	Walmart Store # 486	Unopened Container	\$75.00	12801 Kansas Avenue
2016	Wood Oil #6	Unopened Containers	\$75.00	413 Front Street

**ITEM NO. 8.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Appointments to Boards and Commissions**

**ACTION: Make a Motion to Approve the Appointments to Boards and Commissions**

**RECOMMENDATION: The Mayor Recommends Approval**

**Cemetery Advisory Committee** - Reappoint Judy Anderson, Linda Kasselmann, and Mary Whitney to additional three-year terms ending January 2020.

**Drug & Alcohol Advisory** - Appoint David Mouille to a three-year term ending August 2019. Mr. Mouille will be filling the vacancy of the service organization member.

**Parks & Recreation Advisory Board** - Reappoint Jan Madlock, Judy Shelton, and Kent Wilson for additional three-year terms ending December 2019.

**Planning Commission** - Appoint Tyler McMahan to fill an unexpired term ending August 2019.

**Vaughn Trent Community Services** - Reappoint Jeannine Gallagher for another two-year term ending November 2018.

All bio forms are on file in the City Clerk's Office.

**ITEM NO. 9.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Unified Government Contract for Senior Center Funds for 2017**

**ACTION: Make a Motion to Approve a Unified Government Contract for Senior Center Funds for 2017**

**RECOMMENDATION:**

The Unified Government submitted the enclosed agreement form for the City to extend the current contract for January 1 through December 31. The amount of funds to be received is \$6,450 which is the same amount received for the past several years. The Area Agency on Aging receives mill levy funds to assist various programs that includes Senior Centers that they award to various agencies.

## PROFESSIONAL SERVICE AGREEMENT

**THIS AGREEMENT** made as of January 1, 2017, between the Unified Government of Wyandotte County/Kansas City, Kansas (hereinafter called the "Unified Government"), and Bonner Springs Senior Center, (hereinafter called the "Provider or Consultant").

**WHEREAS**, the Unified Government is in need of provider for senior center services to the Elderly of Wyandotte County funding provided by the mill levy funds.

**WHEREAS**, the Provider represents that they have sufficient experience and qualified personnel to perform, and the Unified Government desires the Provider to perform, the professional services herein described; and

**NOW, THEREFORE**, the Unified Government and the Provider, in consideration of their mutual covenants herein, agree in respect to the performance of professional services by the Provider and the payment for those services by the Unified Government as set forth below.

### ARTICLE I

#### Scope of Services

The Provider shall perform for the Unified Government Area Agency on Aging Department ("AAA") the following professional services:

1. Priority for Services

Agency shall offer services to persons 60 years of age and older, with priority to economically and socially disadvantaged persons, frail and elderly, as per conditions set out below:

- (a) The provider shall publicize its services to insure that potential clients, other service providers and the AAA's Information and Referral program are aware of services and referral procedures.
- (b) The provider shall refer clients to agencies for other services as identified.
- (c) The provider shall maintain all appropriate licenses and certificates to provide these service(s). The facility to be used for the provision of services to clients shall meet the accessibility standards of the ADA (must be documented) and all applicable local and state standards for health and safety.

## Senior Center Requirements

1. Purpose. To promote a better quality of life for senior citizens, 60 years of age and older, residing in Wyandotte County. The center will provide various functions and activities related to developing self-respect and usefulness, stimulating new interests and skills, promoting physical and emotional health and combating loneliness.
  
2. Scope. The senior center shall:
  - Schedule daily activities, functions, and provide services as needed.
  - Continue to coordinate with referral agencies in Wyandotte County.
  - Provide information about the program, purpose of the program, and its guidelines.
  
3. Administration. The duties of the director of the senior center shall include, but not limited to:
  - Planning and implementation of services.
  - Day-to-day operation and scheduling of activities, functions, and services.
  - Coordination of services with the Wyandotte/Leavenworth Area Agency on Aging.
  - Financial accountability on the use of the funds allocated to the program.
  - Provide outreach to those persons who are in need of the same.
  - Evaluating and updating of services.

## ARTICLE II

### Reporting

The provider is required to submit a monthly financial and program report and must complete forms requesting funds to the Wyandotte/Leavenworth Area Agency on Aging by the 10<sup>th</sup> of each month. The Unified Government reserves the right to conduct an on-site assessment of the project annually. Prior notice will be given on the date and time of assessment.

The provider will be responsible for maintaining a separate accounting record for all mill levy funds expended and will be required to expend these funds according to an approved budget schedule. Any revisions and requests must be submitted in writing to the Unified Government and approved in writing by the Unified Government.

Final reports are due thirty days after the end of the reporting year using a calendar year beginning January 1 through December 30. Any changes, revisions, adjustments, or addendums must first be in writing to the Wyandotte/Leavenworth Area Agency on Aging before implementation.

### Compensation

The Unified Government shall pay the Provider costs and expenses on a monthly basis up to \$6,450.00 for the entire one year term of this Agreement.

### ARTICLE III

#### Term

This Agreement shall commence on January 1, 2017 and shall terminate on December 31, 2017, unless terminated or renewed sooner as provided below. If the provider has complied with all the terms and conditions of this Agreement the parties shall have the option to renew for an additional one year term until December 31, 2018 based upon mutual renegotiation of the terms and conditions of this Agreement. If there is no default and upon mutual renegotiation of terms and conditions of this Agreement, this Agreement may then be renewed an additional one year term until December 31, 2019.

### ARTICLE IV

#### Provider's Responsibilities

In addition to the services identified in Article I "Scope of Services" the provider shall also do the following:

1. Comply with all local, state and federal rules, regulations and laws applicable to this Agreement.
2. Indemnify and hold harmless the Unified Government, its officers, employees, and agents, from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by a negligent act, error or omission of the Provider, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.
3. Conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Agreement.
4. Maintain throughout the duration of this contract insurance in the following amounts and will, upon request of the Unified Government, furnish copy of certification thereof:

(a) Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
Employers' Liability	Statutory

(b) Comprehensive Automobile Liability

Bodily Injury	\$500,000 each person
	\$500,000 each accident
Property Damage	\$500,000 each occurrence

(c) Comprehensive General Liability

Bodily Injury	\$1,000,000 each person
	\$1,000,000 each accident
Property Damage	\$1,000,000 each occurrence

The Provider shall maintain Professional Liability Insurance in an amount of \$1,000,000, and provide Unified Government with certification thereof upon request.

5. Employ only persons qualified to efficiently perform the obligations and duties of the Provider under this Agreement.

## ARTICLE VI

### Miscellaneous

1. Controlling law. This Agreement is to be governed by the laws of the State of Kansas
2. Assignment. The obligations of the Provider under this Agreement shall not be assigned without the approval in writing of the Unified Government.
3. Binding on Successors. The Unified Government and the Provider each is hereby bound, and the partners, successors, administrators and legal representatives of the Unified Government and the Provider are hereby bound, to the other party in respect of all covenants and obligations of this agreement.
4. Reuse of Information. Provider shall retain ownership of information, including reports, surveys, designs, presentation graphics and creative products, furnished under this service agreement. Unless covered by a separate license agreement, Unified Government shall have right of reuse of all information furnished under this agreement. Unified Government's right of reuse shall be unlimited in frequency and quantity and may be for completion of the project, an extension of the project by parties other than the Provider, or for uses unrelated to the project. When information is subject to third party royalties or license agreements Unified Government shall pay such royalties and license fees associated with the reuse of the documents. Unified Government's reuse of the information without verification or adaptation by the Provider shall be at the Unified Government's sole risk without liability or legal exposure to the Provider. No additional compensation shall be due the Provider for Unified Government's reuse of the information.

5. Termination for Default.

5.1 Default. If the Provider refuses or fails to perform any of the provision of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Unified Government Procurement Officer ("Procurement Officer") may notify the Provider in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Provider's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

5.2 Compensation. The Unified Government shall pay the Provider the costs and expenses and reasonable profit for services performed by the Provider prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Provider such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Provider because of the default. No amount over \$6,450.00 will be paid to the Provider by the Unified Government.

5.3 Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the Provider shall not be in default by reason of any failure in performance of this contract in accordance with its terms if the Provider has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as, acts of God; acts of the public enemy; acts of terrorism; acts of the Unified Government and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of the causes set forth above, the Provider shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Provider to meet the terms of the Agreement. Upon request of the Provider, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Provider's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly, subject to the rights of the Unified Government under the clause entitled "Termination for Convenience".

5.4 Erroneous Termination for Default. If, after notice of termination of the Provider's right to proceed under the provisions of this Section, it is determined for any reason that the Provider was not in default under the provisions of this Section, or that the delay was excusable under the provision of Subsection 5.3, and both the Unified Government and the Provider agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. Otherwise, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Section entitled "Termination for Convenience".

6. Termination for Convenience.

6.1 Termination. The Procurement Officer may, when the interests of the Unified Government so require, terminate this Agreement in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Provider specifying the part of the Agreement terminated and when termination becomes effective.

6.2 Provider's Obligations. The Provider shall incur no further obligations in connection with the terminated services and on the date set in the notice of termination the Provider will stop work to the extent specified.

6.3 Compensation. The Procurement Officer shall pay the Provider the following amounts:

- (a) All costs and expenses incurred by the Provider for work accepted by the Unified Government prior to the Provider's receipt of the notice of termination, plus a reasonable profit for said work up
- (b) All costs and expenses incurred by the Provider for work not yet accepted by the Unified Government but performed by the Provider prior to receipt of the notice of termination, plus a reasonable profit for said work.
- (c) Costs and expenses incurred by the Provider under this section will be paid up to \$6,450.00 total during the term of this Agreement. No amount over \$6,450.00 will be paid by the Unified Government to the Provider.

Anticipatory profit for work and service not performed by the Provider shall not be allowed.

7. Disputes.

7.1 All controversies between the Unified Government and the Provider which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Provider for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Provider may proceed as if an adverse decision had been received.

7.2 The Procurement Officer shall immediately furnish a copy of the decision to the Provider by certified mail, return receipt requested, or by any other method that provides evidence of receipt.

7.3 Any such decision shall be final and conclusive, unless fraudulent, or the Provider brings an action seeking judicial review of the decision in the Wyandotte County District Court.

7.4 The Provider shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government, provided, however, that in any event the Provider shall proceed diligently with the

performance of the Agreement where the Purchasing Officer or head of a Purchasing Agency has made a written determination that continuation of work under the Agreement is essential to the public health and safety.

8. Representations. The Provider certifies that:
  - 8.1 The price submitted is independently arrived at without collusion.
  - 8.2 The Provider has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 (Ethics in Public Contracting) of the Procurement Code and in Chapter 12 of the Procurement Regulations.
  - 8.3 The Provider has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in R-12-106 (Gratuities and Kickbacks) of the Procurement Regulations.
  - 8.4 The Provider represents that he has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
9. Equal Employment Opportunity. During the performance of this Agreement, the Provider agrees as follows:
  - 9.1 The Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Provider will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited, to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this non-discrimination clause.
  - 9.2 The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
  - 9.3 The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - 9.4 The Provider shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.

- 9.5 It the Provider shall fail, refuse or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the Agreement and such Agreement may be terminated, canceled or suspended, in whole or in part, and the Provider may be declared ineligible for any further Unified Government contract for a period of up to one year. Provided, that if an Agreement is terminated, canceled or suspended for failure to comply with this section, the Provider shall have no claims for damages against the Unified Government on account of such termination, cancellation or suspension or declaration of ineligibility.
- 9.6 The Provider shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment section of this contract and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS § 2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS §§ 2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS § 3601 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, and amendments thereto); the Kansas Act Against Discrimination (KSA § 44-1001 through 1004, 1992 Supp. and amendments thereto); Chapter 11 of the Procurement Code and Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and amendments thereto; and §§ 18-86 and 87 of the 1988 Code of Ordinances of the City of Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.
- 9.7 The Provider and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made part of this Agreement.
- 9.8 The Provider will be required to conform to Affirmative Action and Equal Employment Opportunity Requirements prior to the execution of this Agreement.
- 10 Cash Basis Law. 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 the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves 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. The Unified Government is 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 Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.
- 11 Independent Contractor Relation. The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Provider are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons.

- 12 Waiver of Breach. The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
- 13 Severability. If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
- 14 Entire Agreement. This Agreement set for the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement the day and year first above written.

Recommended for approval by:

\_\_\_\_\_   
 Director Area Agency on Aging

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

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

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

Provider

By: \_\_\_\_\_   
 Title \_\_\_\_\_

Attest: \_\_\_\_\_   
 Title \_\_\_\_\_

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Write Off Uncollected Accounts - Utilities, Weeds and Miscellaneous**

**ACTION: Make a Motion to Write Off Uncollected Accounts - Utilities, Weeds & Miscellaneous Charges per the Governing Body Policy GB-03-01**

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

Governing Body Policy GB-03-01 provides the procedure to annually write off uncollected bills.

The enclosed memorandum provides the information for uncollected charges for utilities, weeds, and other miscellaneous write offs. Collection efforts will continue after the City Council's action on Monday.

The memorandum explains the City's policy for uncollected EMS bills.

## **MEMORANDUM**

---

December 15, 2016

To: Mayor and City Council

Thru: Sean Pederson, City Manager

From: Tillie LaPlante, Finance Director

Re: Write off of Past Due City Bills

**Recommendation** – Approve the write off of uncollected revenue per city policy.

**Discussion** – Following is a list of utility bills, weed mowing charges, and other miscellaneous billings which have been outstanding with no activity since November of 2015. Per the city's write off policy, I am requesting that these accounts which are over one year in arrears be written off of the City's books. The city will continue to pursue collection of the utility accounts and miscellaneous billings through the State's setoff collection program and the weed mowing charges through assessment to the owner's tax bill.

Per the city's policy, ambulance bills which are deemed uncollectable are written off of the City's books throughout the year as they are turned into the State's setoff collection program for collection. Due to HIPPA restrictions, we are not allowed to release names related to medical services. The total ambulance billings written off and turned into the setoff collection program from December 2015 through November 2016 was \$48,657.91. During that same time period, the city collected \$17,642.78 for ambulance bills through the State's setoff collection program.

**UTILITY ACCOUNT WRITE-OFFS (DECEMBER 2014-NOVEMBER 2015)**

<b>NAME</b>	<b>AMOUNT</b>	<b>NAME</b>	<b>AMOUNT</b>
ADMIRE, RICK	\$85.62	LINGENFELSOR, GEORGE	\$46.41
BAILEY, LISA	\$5.63	LITTLEJOHN, JACKIE	\$122.22
BEARD, CHRISTOPHER	\$107.55	LOEHR, JACOB	\$119.81
BELCHER, RODNEY	\$162.45	MAJOR, RACHEL	\$22.95
BELL, LYNN	\$220.62	MARQUES, ALBERTO	\$296.20
BERNARD, DIANA	\$38.96	MCGREGOR, ANDY	\$145.61
BERNARD, DUSTIN	\$154.91	MEGEE, CLINTON	\$81.13
BORDER, CANDICE	\$15.22	MELLOTT, IAN	\$16.15
BUCK, RICHARD	\$105.16	MOORE, YVONNE	\$45.32
BUTERAKAS, DARIN	\$108.03	MORGAN, BRUCE	\$138.48
CARRIGER, NICOLE	\$128.02	MOSTAR, VIRGINIA	\$9.38
CASE, SANDY	\$39.72	MULICH, JESSIE	\$112.84
CASTLEBERRY, DOROTHY	\$28.08	NELSON, DENNIS	\$105.82
CHANCELLOR, CLIFTON	\$255.26	NEWTON, ELIZABETH	\$151.79
CHUNN, JOHN	\$147.53	NIDIFFER, COLT	\$167.78
CLARK, KRISTIN	\$56.87	OCHA, CRYSTAL	\$105.27
CLARK, ZACHARY	\$115.61	ORTEGA, DONOVAN	\$40.39
COLSTON, CYNTHIA	\$137.50	PATRICK, ERICA	\$4.19
CRUSE, JASON	\$226.36	PEOPLES, JAMES JR	\$155.94
CRUSE, JASON	\$66.54	PEOPLES, RHONDA	\$82.61
DAVENPORT, JANET	\$26.55	PORTING, KELLY	\$42.19
DAVIS, PHILLIP	\$24.83	RAMBERGER, ROBERT	\$232.67
DERADCLIFF, DEMARCUS	\$143.28	RATLIFF, TADD	\$98.23
EDWARDS, HELEN	\$12.57	REED, BETTY	\$251.01
GALLAGHER, JADAH	\$75.00	RICHARDSON, TASHA	\$92.42
GARCIA, JESUS	\$115.73	ROBERTSON, SABEN	\$141.75
GARCIA, JOSEFINA	\$1.95	SCAIFE, HERBERT	\$41.94
GERBER, PAMELA	\$83.82	SCOTT, JANICE	\$160.16
GILLESPIE, BRANDY	\$396.27	SIMMONS, EARL	\$84.57
GILPIN, TINA	\$1.70	STRATEGIC RESTAURANT	\$5.59
GILRATH, LAMONTE	\$108.97	STRINGER, DAVID	\$41.89
GINGER, PATRICK	\$136.66	STROUGH, CARRIE	\$53.31
GLEN, ROBERT	\$203.41	SWARTZ, AMY	\$56.29
GRAF, SHERRY	\$82.40	TINER, CHRISTY	\$48.00
GREEN, M.J.	\$74.03	TORRES, BILLI	\$15.98
GROVE, CHRISTINA	\$12.54	TRICKETT, BETTY	\$127.05
GUTHRIE, MICHAEL	\$237.45	TURNER, SHELLY	\$38.02
HAND, CHERILYN	\$123.86	TURNER, VIRGINIA	\$21.14
HARRIS, KAYLA MARIE	\$91.14	WALTERS, MIRANDA	\$137.73
HENDERSON, CHARLES	\$190.66	WATTS, JUDITH	\$99.31
INMAN, LESLIE	\$84.13	WHEELER, DEEETA	\$232.03
ISTAS, BROOKE	\$111.66	WILLIAMS, CHLOE	\$238.60
JOHNS, ALYSHA	\$44.86	WILSON, WILLIAM	\$11.06
JOHNSON, ANGELA	\$233.39	WOODARD, GINA	\$44.42
JOHNSON, ANGELINE	\$92.11	WORRELL, KAYLA	\$38.60
JONES, CHASITY	\$81.41	WYATT, TREVOR	\$147.23
LANGLEY, JODI	\$146.04	YOUNG, SHANNON	\$76.33
LEDBETTER, SHELLY	\$23.22	ZAMORA, JURIANA	\$78.27
LEFTWICH, SHIRLEY	\$163.77	LINDUFF, KATHY	\$58.72
		<b>Total</b>	<b>\$10,013.85</b>

## Weed Mowing Write-Offs (December 2014-November 2015)

<u>Name</u>	<u>Amount</u>
Vest, Eric	\$500.00
Guess, Ricky	\$225.00
Tiner, Guy	\$350.00
JP Morgan Chase	\$410.00
Select Portfolio Servicing	\$250.00
Safeguard Properties	\$250.00
Burns, Vernon	\$175.00
Cedar Springs Development	\$1,000.00
Tiner, Christine	\$275.00
<b>Total</b>	<b>\$3,435.00</b>

## Miscellaneous Write-Offs (December 2014-November 2015)

<u>NAME</u>	<u>AMOUNT</u>	<u>SERVICE</u>
Tiner, Guy	\$ 150.00	Failed Reinspection Fees
Crosby, Reggie	\$217.50	Grinder Pump Maintenance
Dalton, Patrick	\$402.00	Railroad Lease
<b>Total</b>	<b>\$ 769.50</b>	

**ITEM NO. 11.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Resolution to Write off Uncollected Accounts Payable and Payroll Warrants**

**ACTION: Make a Motion to Approve a Resolution to Authorize the Cancellation of Certain Accounts Payable & Payroll Warrants Issued**

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

State law authorizes cities to cancel Accounts Payable and Payroll checks not cashed after publication of a list of checks in the City's official newspaper. Individuals have sixty days to contact City Hall to claim the check. The total amount to be written off is \$\_\_\_\_\_.

After approval of the enclosed Resolution, all unclaimed checks will be canceled and the funds put back into the account paid from.

**RESOLUTION NO. 2016-**

**A Resolution to Authorize the Cancellation of Certain Accounts  
Payable and Payroll Warrants Issued by the City of Bonner Springs  
as Authorized by KSA 10-816**

---

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

**Whereas**, the City issued certain individuals accounts payable and/or payroll checks that were not cashed, and

**Whereas**, KSA 10-816 authorizes the Governing Body to cancel and set aside such unclaimed warrants, and

**Whereas**, publication of the unclaimed warrants dated from August 2012 to August 2013 occurred on September 22 and October 6, 2016 in the City's official newspaper that requested individuals listed in the notice to contact City Hall within 60 days, and

**Whereas**, the publication provided sufficient time and notice to all individuals to make a claim for their checks to be issued, and

**Whereas**, the Attached Exhibit A that lists all unclaimed warrants in the total amount of \$946.64 is a part of this Resolution.

**Now, Therefore, be it Resolved by the Governing Body of the City of Bonner Springs, Kansas:**

Unclaimed warrants listed on the attached Exhibit A shall be cancelled and such monies shall revert to the City fund drawn from.

**Approved by the City Council and Signed by the Mayor on December 19, 2016.**

**Attest:**

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

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

(Seal)

**Notice of Outstanding Checks - City of Bonner Springs & Bonner Springs Housing Authority**

Following is a list of outstanding checks issued by the City of Bonner Springs (Prior to August 2013). If you are listed below, contact the Finance Director at City Hall at 913-667-1709 within 60 days of this publication for reissue of the designated check.

**City of Bonner Springs**

Devon Haywood	\$17.11	Joyce Dunivan	\$30.00
Sophia Deleon	\$3.69	Travis Cope	\$28.42
Dianna Morrissey	\$85.52	Jordan Hill	\$70.00
Dianna Morrissey	\$9.20	Andrea Abarca	\$69.00
Jared Clements	\$97.81	Bruce Clapham	\$52.10
Jared Clements	\$307.11	Laura Felty	\$10.00
Danny Colston	\$.76	Kirsten Groves	\$19.55
Rachel Wedel	\$27.06	Mark Barnard	\$19.31
Blessed Trinity Home Health	\$100.00		

**ITEM NO. 12.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Authorization to Cancel Unclaimed Check Issued by Public Housing Authority**

**ACTION: Make a Motion to Approve the Cancellation of an Unclaimed Check Issued by the Public Housing Authority**

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

The enclosed memo lists the check number, amount, date, and payee for the check to be cancelled.

*City of Bonner Springs*  
*Public Housing Authority*



December 19, 2016

TO: Mayor and City Council  
THRU: Sean Pederson, City Manager  
FROM: Carrie Newton, Executive Director  
RE: Authorization to Cancel Unclaimed Check Issued By PHA

**Recommendation:**

Staff recommends Council approve the cancellation of an unclaimed check issued by PHA.

**Background:**

The PHA issued the following check on August 27, 2012 and to date has not been claimed.

\*Check #96417 to Walgreens in the amount of \$300.00

The PHA would like to cancel this unclaimed check to remove it from the books for 2016 Year End.

**Financial Impact:**

After approval of the cancellation, the unclaimed check will be canceled and the funds put back into the account paid from.

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Resolution to Write Off Uncollected Public Housing Authority Accounts**

**ACTION: Make a Motion to Approve a Resolution to Write Off Uncollected Public Housing Authority Accounts**

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

Enclosed is a memorandum that recommends approval of a Resolution to write off uncollected Public Housing Authority accounts in the total amount of \$6,484.33. After approval of the resolution to write off the uncollected amounts, the Housing Authority will continue collection efforts.

*City of Bonner Springs*  
*Public Housing Authority*



December 19, 2016

TO: Mayor and City Council  
THRU: Sean Pederson, City Manager  
FROM: Carrie Newton, Executive Director  
RE: Resolution to Write Off Uncollected Public Housing Authority Accounts

**Recommendation:**

Staff recommends Council approve the Resolution to write off uncollected vacated tenant accounts in the amount of \$6,484.33.

**Background:**

The Housing Authority has exhausted attempts to collect monies due from the vacated tenants and requires Council authorization to remove these inactive accounts from our rental register in accordance with HUD's practices. This action is requested at HUD's direction and at the request of our fee accountant. HUD directs that this be done so as not to distort the accounts receivable balance and the operating reserve balance.

**Financial Impact:**

Collection efforts continue after accounts are removed from the rental register. The accounts are submitted to the Kansas State Setoff Program for collection.

Approval of the proposed Resolution would authorize the write-off of seven vacated tenant accounts in the total amount of \$6,484.33.

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

**Resolution to Write Off Uncollected Public Housing Authority Accounts**

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

WHEREAS, former tenants of the Bonner Springs Housing Authority vacated the Housing Project with rent and/or other charges due and payable; and

WHEREAS, the Public Housing Authority made demand for payment of such accounts receivables; and

WHEREAS, the Public Housing Authority desires to charge off the vacated tenant accounts as a collection loss.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Bonner Springs, Kansas, that the following vacated tenant accounts are declared to be a collection loss and the same hereby approved to be a loss to the Bonner Springs Housing Authority.

Misty Smith	\$618.20
Marcellette Allen	\$758.64
Le'Anne Wiggins	\$53.00
Brianna McCoy	\$2,186.85
Emily Summers	\$43.09
Scott Summers	\$889.60
<u>Sherri Burgoon</u>	<u>\$1,934.95</u>
<b>Total</b>	<b>\$6,484.33</b>

Approved by the City Council and Signed by the Mayor on December 19, 2016.

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

Attest:

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

(Seal)

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Public Housing Laundry Machine Contract Update with CoinMach**

**ACTION: Make a Motion to Approve a Contract with CoinMach for PHA Laundry Machines**

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

The enclosed memo discusses the reason for the contract update, and the proposed contract is enclosed for your review.

*City of Bonner Springs  
Public Housing Authority*



Public Housing Memorandum

Date: December 19, 2016  
To: Mayor & City Council  
Through: Sean Pederson, City Manager  
From: Carrie Newton, PHA Executive Director

**Subject: Laundry Machine Contract Update with CoinMach**

**Recommendation:**

Staff recommends approval of the proposed Laundry Machine Contract Update with Coinmach, effective upon approval.

**Background:**

The Bonner Springs Housing Authority has had a contract for the washers and dryers since 1989. The contract is for the laundry room in the Vaughn Dale high rise and the machines are currently coin operated.

**Discussion:**

A survey was done with the residents affected by the laundry room to see if they would prefer to stay with the coin operating of the machines or if they would like it switched to debit/credit. An overwhelming 15 of the 19 that returned the surveys loved the idea of using the cards.

With our residents on fixed income, most residents have their income placed on paycards. Therefore; residents have to take the Tiblow to get quarters just to do laundry. With the Tiblow charging per stop now, it has become even more of an expense for the residents to do laundry.

With the new machines and contract, the residents would simply use the same card they use to make any other purchases in order to complete a load of laundry; thus eliminating the back and forth to retrieve coins.

**Financial Impact:**

The current contract is set up for the Bonner Springs Housing Authority to receive 25% of the income collected from the machines. This averages in an income of about \$60-\$65 per month.

The new contract would be \$30 per machine/per month, and we would receive 50% over that of income collected.

When calculated out, this would be equivalent if not slightly more than what we are making now. I was also informed that when contracts are changed from coins to cards, there is usually an increase in income due to more residents being able or willing, to use the machines that otherwise weren't with coins.

LAUNDRY SPACE LEASE AGREEMENT

This lease is between CSC ServiceWorks, Inc., with its local branch at 1632 N. Corrington Ave Kansas City, MO 64120 hereinafter called Lessee, and BONNER SPRINGS HOUSING AUTHORITY-BONNER SPRINGS currently located at 420 S PARK AVE BONNER SPRINGS, KS 66012, hereinafter called Lessor. In consideration of the mutual covenants hereinafter contained, and the duties and obligations set forth, the parties agree as follows:

1.)The Lessor hereby leases to the Lessee the exclusive use and possession of those certain areas, spaces and or rooms being the laundry facilities of the Lessor’s premises located at 420 S PARK AVE BONNER SPRINGS, KS 66012 (hereinafter “Leased Premises”)

2.) The Lessee agrees to install at the Leased Premises the following pay-per-use laundry equipment: 2 washers and 2 dryers. (hereinafter “Equipment”) The Lessee agrees to service and keep the Equipment in good repair at its own cost and expense. Vending prices shall be determined by Lessee. Title to the Equipment will remain with the Lessee at all times. Lessor agrees that Lessee shall have the right of quiet enjoyment of the Leased Premises, including unobstructed access and egress to the Leased premises at all times.

3.) The Lessor shall not move or remove, disconnect or tamper with the Equipment for any reason whatsoever and Lessor further agrees that it will not permit any other pay-per-use or free laundry machines for the use of its tenants on the premises whether the same be owned and operated by the Lessor or others. The Lessor will promptly report any machine malfunction to the Lessee.

4.) The Lessor shall, at its own expense, clean the common areas of the Leased Premises and maintain same in good condition and repair. Lessor shall provide to the Lessee, and bear the expense of, electricity, plumbing, water, gas, sewage disposal, drainage, and all other utilities required for the proper and safe use of the Equipment. The Lessor shall be responsible for ensuring that the Leased Premises comply with all state, county or municipal building and safety codes including fire safety codes.

5.) Lessee will pay rental for the Leased Premises in arrears, the amount of 0% up to \$30 per machine per month, then 50% over, paid Monthly derived from the operation of Equipment, less any sales, use, or property taxes and / or license or occupational fees, provided however, the Lessee shall always be entitled to receive as minimum compensation the total amount of Zero Dollars (\$0.00) per month, and the rental due shall be adjusted accordingly.

6.) This lease is for a term of Six (6) years from the date hereof and shall not be amended except upon mutual written consent of the parties. The described lease term for later constructed sections or phases of the premises shall commence on completion of such construction. This lease shall be automatically renewed for successive additional terms of equal duration to the original term unless either party notifies the other at least six months, but no more than one year prior to the expiration of the current term, by certified mail, return receipt requested, of its intent to terminate. All terms and conditions of this lease shall apply to the renewed terms of this lease.

7.) This lease shall be binding upon and inure to the benefit of the heirs, assigns, personal representatives and successors of the parties hereto. If any litigation results in connection with this lease, the prevailing party shall be entitled to reasonable attorney’s fees and costs from the other party.

8.) This lease is entered into by Lessor through its duly authorized agent or owner with full knowledge of the contents hereof and acquiescence thereto by the owner of the Leased premises.

9.) Lessor is responsible for all security and maintenance of the laundry rooms. Lessor is responsible for any claims of personal injury or property damage arising from lack of appropriate security. Lessor is responsible for any theft or vandalism of the Equipment, including consequential damages and lost revenue to Lessee. Lessee shall repair/replace such stolen/vandalized equipment as needed and invoice Lessor, with the right to set off against future rent due

10.) Lessor represents and warrants that there is no other lease license or agreement in effect covering the premises and will defend Lessee against all claims to the contrary.

ACCEPTED: Date: \_\_\_\_\_

LESSOR: BONNER SPRINGS HOUSING AUTHORITY-BONNER SPRINGS

LESSEE: CSC ServiceWorks, Inc.

By: \_\_\_\_\_  
Authorized Agent

By: \_\_\_\_\_  
Area Sales Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## Schedule A

### 1. Leased Premises Description

<u>Location Name</u>	<u>Room Name</u>	<u>Address</u>
VAUGHNDALE APTS-BONNER SPRINGS	420 S PARK AVE-RM 1	420 S PARK AVE-RM 1 , KS 66012

### 2. Equipment Detail

<u>Room Name</u>	<u>Quantity</u>	<u>Equipment Description</u>
420 S PARK AVE-RM 1	4	KIT-050-6-010 Heartland Bracket kits for SQ card ready machines
420 S PARK AVE-RM 1	2	KIT-HRN-041-6-008 Heartland Harness KIT for SQ MDC card only
420 S PARK AVE-RM 1	2	KIT-HRN-050090 Heartland SQ ACA serial cable harness kit for card only applications
420 S PARK AVE-RM 1	2	UP-DECARD 1.50 Used dryer electric card ready
420 S PARK AVE-RM 1	2	UP-FLCARD 1.75 Used frontload washer card ready
420 S PARK AVE-RM 1	1	WLAU-NID-2.5-CB Heartland NID WaveRider Interface Cell with Booster
420 S PARK AVE-RM 1	4	WLAU-READER-G2 Heartland WaveRider reader

### 3. Other:

LESSOR

Date

LESSEE (Sales Representative)

Date

**ITEM NO. 15.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Public Housing Contract with The Wilson Group, Inc. for Installation of Front Apartment Doors**

**ACTION: Make a Motion to Approve a Contract with The Wilson Group for Installation of the PHA Front Apartment Doors for a Cost not to Exceed \$3,449.77.**

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

The enclosed memo discusses the reason for the contract and the background for the project. A copy of the contract is enclosed for your review.

*City of Bonner Springs*  
*Public Housing Authority*



Public Housing Memorandum

Date: December 19, 2016  
To: Mayor & City Council  
Through: Sean Pederson, City Manager  
From: Carrie Newton, PHA Executive Director

**Subject: Contract with The Wilson Group, Inc for Installation of Front Apartment Doors**

**Recommendation:**

Staff recommends approval of the proposed contract with The Wilson Group, Inc to replace seven apartment front doors, in the amount of \$3,449.77.

**Background:**

The current front doors of seven units are hollow, lightweight doors that provide little security. The Bonner Springs Housing Authority started the process of replacing the front apartment doors in Vaughn Dale last year, in house.

While HUD was on property, they informed us a project like that could not be done in house, so we ceased the project with seven doors remaining unfinished.

**Discussion:**

This contract would complete the entire building to which all units would have a new solid wood door, knob, deadbolt, and hinges; thus being more secure for the residents.

**Financial Impact:**

The contract cost is \$3,449.77 which is within our operating budget for 2016.

# CONTRACT

RE: PLUMBING RENOVATIONS-FAMILY APTS.

THIS AGREEMENT, made this day \_\_\_\_\_, 2016 by and between The Contractor, a Company existing under laws of the State of KANSAS, hereinafter called the "Contractor", and THE HOUSING AUTHORITY OF THE CITY OF BONNER SPRINGS, a municipal corporation existing under the laws of the State of Kansas, hereinafter call the "Authority".

WITNESSETH, that the Contractor and the Authority for the consideration herein mutually agree as follows:

Article 1: **Statement of Work.** The Contractor shall furnish all tools, materials, labor, equipment and services for the **Installation of Seven Front Apartment Doors**

All work is to be completed free from defects in material, workmanship and in strict accordance with the Bid which is incorporated by reference and made a part hereof.

Article 2. **Contract Price.** The Authority agrees to pay and the Contractor agrees to accept as payment for the performance of this Contract, the sum of \_\_\_\_\_

dollars ( \$ \_\_\_\_\_ ), subject to the additions and deductions as provided in the General Conditions.

Article 3. **Completion Date.** The Contractor agrees that time is of the essence in the completion of the work required by this Contract which completion is established on or **seven (7)** calendar days and Contractor hereby waives any notice of putting in default for failure to complete on time. A Stop Work Order will be issued the contractor if weather conditions prevent the door replacement process from continuing.

Article 4. **Liquidated Damages.** It is agreed that for every day that the contract exceeds **Seven (7)** calendar days, the Contractor will be assessed a deduction against the contract amount at **\$150.00** per working day, as a liquidated damage fee and not as a penalty. Extensions may be granted by the Authority as outlined in the General Conditions.

Article 5. **Collection of Attorney's Fees and Court Costs.** Should the Contractor fail to comply with the terms of this agreement or be in default in this agreement in any way, and should the Authority need to retain legal counsel as a result of said breach, then the Contractor will, in addition to paying all sums owed to the Authority, pay the Authority reasonable attorney's fees and court costs incurred by the Authority in collecting sums owed under the agreement.

Article 6. **Contract Documents.** The Contract shall consist of the following:

- 1 Agreement (Contract)
- 2 Non-Collusive Affidavit
- 3 Representations, Certifications, and Other Statements of Bidder - HUD-5369-A (11/92)
- 4 Instructions to Bidders - HUD-5369 (11/92)
- 5 HUD General Conditions HUD-5370 (11/2006)
- 6 Special Conditions of the Contract for Construction
- 7 Davis Bacon Wage Decision
- 8 Project Manual Summary Of Work and Specifications as prepared by Krueger Consultants, Inc.
- 9 Bid Proposal Form
- 10 Addendum Receipt Form
- 11 Listing of Proposed Subcontractors
- 12 Joint Venture Questionnaire
- 13 Statement of Bidder's Qualifications
- 14 Notice to Proceed

Specifications and other documents are as fully a part of the Contract as if hereto attached or herein reported. In the event that any provision of this Contract conflicts with any other component part, the provision of the component part first enumerated in this Article 4 shall govern, except as otherwise specifically stated. The various provisions in Addenda shall be construed in the order of preference of the component part of the Contract which said modifies.

Article 7. **Verbal Agreements.** No verbal agreement or conversation with any officer, agent or employee of the Housing Authority of Bonner Springs, either before or after execution of Contract shall affect or modify any terms or obligations contained in the contract. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon Owner or the Contractor.

Article 8. **Progress Schedule.** The Contractor, immediately after being awarded the Contract, shall prepare and submit for the Authority's information an estimated progress schedule of the work. The progress schedule shall be related to the entire project, to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the work. This schedule shall indicate the dates for the starting and completion of the various stages of the work and shall be revised and submitted to the Authority as required by the conditions of the work.

Article 9. **Documents at Site.** The Contractor shall maintain, at the site, one record copy of all Drawings, Specifications, Addenda, Change Orders, and other modifications in good order and marked currently to record all changes made during the construction. These shall be delivered to the Authority upon completion of the work.

Article 10. **Character of Workers.** The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them.

Any worker who does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner, at written request of the Authority, shall not be employed in any further portion of the work without the approval of the Authority.

Article 11. **Subcontractor Bound by Terms of Prime.** The Contractor agrees to bind every subcontractor to comply with the terms of this Contract and all related documents as specified in Article 5, so far as the same are applicable to the work of such subcontractor, but nothing contained in the contracts documents shall be construed so as to create any contractual relation between any subcontractor and the Authority, nor shall it create any obligation on the part of the Authority to pay or see to the payment of any sums of money to any Subcontractor, Sub-subcontractor or supplier.

Article 12. **Cleaning Up.** The Contractor shall remove from the Authority's property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from this operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

Article 13. **Contingencies.** This agreement is expressly contingent upon the Department of Housing and Urban Development's (H.U.D.) approval of the forms and conditions contained herein. Failure to receive H.U.D.'s approval of any part of this agreement will render this agreement null and void.

Article 14. **Liens.** The final payment shall not be due until the contractor has delivered to the Owner a complete release of all potential liens arising out of this contract, and/or receipts in full covering all labor and materials supplied, or a bond satisfactory to the Authority indemnifying it against any lien if required.

Article 15. **Correction of Faulty Work After Final Payment.** The making of the final payment by the Authority to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

Article 16. **Assignment of Contract.** This agreement is non-assignable by the Contractor and all subcontracts are subject to the Authority's approval.

Article 17. **Cancellations.** If at any time during the execution of this Contract, the Authority should abandon, either entirely or for any indefinite time, the construction of this project or any substantial part thereof, or should terminate for cause, any or all of the Contractor services (Article 1. Statement of Work) to be furnished here-under, the Contract shall be modified or terminated as the case may be. In such an event, the Contractor shall be entitled to just and equitable compensation for approved work in place and/or materials delivered to and stored on the project site, in accordance with the terms of this Contract.

Article 18. **Successors and Assigns.** The Authority and the Contractor each binds, himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 19. **Contractor's Bid.** Attached to this Contract is the Contractor's: descriptive proposal in detail, submittal drawings showing contractor's proposed method(s) of completing **Installation of Seven Front Apartment Doors** in occupied dwellings and materials proposed to be used, and documentation of projects whereby this method(s) was used on/at similar type structures satisfactorily.

Article 20. **Warranty of Construction.** The Warranty of Construction shall be in accordance with clause 23 of the "General Conditions of the Contract for Construction – Public and Indian Housing Programs – form HUD-5370 (11/2006)".

IN WITNESS THEREOF the parties have thereto caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

\_\_\_\_\_  
(CONTRACTOR NAME)

DATE:  
\_\_\_\_\_

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

THE HOUSING AUTHORITY OF THE CITY OF  
BONNER SPRINGS, KS.

DATE:  
\_\_\_\_\_

BY: Carrie Newton  
Executive Director

**ITEM NO. 16.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Tiblow Transit Title VI Reapproval**

**ACTION: Make a Motion to Approve Governing Body Policy 13-01 for the Title VI Plan.**

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

The Kansas Department of Transportation (KDOT) requires reapproval of the Title VI Plan every three years for our Tiblow Transit Public Transportation grant. The last time this plan was reviewed and approved was September 2013. Staff reviewed the plan and recommends no changes at this time. The Plan is included for your review.

Notification to the Public of Rights Under Title VI  
**Bonner Springs Tiblow Transit  
Public Transportation**

- Bonner Springs Tiblow Transit Public Transportation operates its programs and services without regard to race, color, and national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Bonner Springs Tiblow Transit Public Transportation.
- For more information on the City of Bonner Springs Tiblow Transit Public Transportation civil rights program and the procedures to file a complaint, contact 913-667-1716; email the City Clerk or visit our Administrative Office at 205 East Second Street, Bonner Springs, KS 66012.

For more information, visit [www.bonnerrsprings.org](http://www.bonnerrsprings.org) Public Transportation

- A complainant may file a complaint directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE, Washington, DC 20590

This notice posted on the City Hall front lobby bulletin board and on the City's website at <http://www.bonnerrsprings.org>, Public Transportation.

# City of Bonner Springs Tiblow Transit Public Transportation

## Title VI Complaint Procedure

The following pertains only to Title VI complaints about services provided by the Bonner Springs Tiblow Transit Public Transportation.

Title VI, 42 U.S.C. §2000d et seq., was enacted as part of the Civil Rights Act of 1964. At the heart of the regulation is the statement that:

*No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.*

The Bonner Springs Tiblow Transit Public Transportation has in place a Title VI Complaint Procedure, which outlines a process for local disposition of Title VI complaints and is consistent with guidelines found in Chapter III of the Federal Transit Administration Circular 4702, IB, dated October 1, 2012. If you believe that the Bonner Springs Tiblow Transit Public Transportation's federally funded programs discriminated your civil rights on the basis of race, color, or national origin, you may file a written complaint by following the procedure outlined below.

### 1. Submission of Complaint.

Any person who feels that he or she, individually or as a member of any class of persons, on the basis of race, color, or national origin has been excluded from or denied the benefits of, or subjected to discrimination caused by the Bonner Springs Tiblow Transit Public Transportation may file a written complaint with the City of Bonner Springs City Clerk. A sample complaint form is available for download at [www.bonnerrsprings.org](http://www.bonnerrsprings.org) and is available in hard copy at the office of Bonner Springs City Clerk. Upon request, the Bonner Springs City Clerk will mail the complaint form. **Such complaints must be filed within 180 calendar days after the date the discrimination occurred.**

Notes: Assistance in the preparation of any complaints will be provided to a person or persons upon request and as appropriate. If information is needed in another language, then contact the City Clerk at 913-667-1716.

Complaints should be mailed to or submitted by hand to:

*Bonner Springs Tiblow Transit Public Transportation  
Attention: City Clerk  
P. O. Box 38, 205 East Second Street  
Bonner Springs, KS 66012*

# City of Bonner Springs Tiblow Transit Public Transportation

## 2. Referral to Review Officer

Upon receipt of the complaint, the City Clerk of the City of Bonner Springs Tiblow Transit Public Transportation shall appoint one or more staff review officers, as appropriate, to evaluate and investigate the complaint. If necessary, the Complainant shall meet with the staff review officer(s) to further explain his or her complaint. The staff review officer(s) shall complete their review no later than 45 calendar days after the date the agency received the complaint. If more time is required, the City Clerk *shall* notify the Complainant of the estimated timeframe to complete the review. Upon completion of the review, the staff review officer(s) shall make a recommendation about the merit of the complaint and whether remedial actions are available to provide redress. Additionally, the staff review officer(s) may recommend improvements to Bonner Springs Tiblow Transit Public Transportation processes relative to Title VI, as appropriate. The staff review officer(s) shall forward their recommendations to the City Manager for concurrence. If the City Manager concurs, he or she shall issue the City of Bonner Springs Tiblow Transit Public Transportation's written response to the Complainant. This final report should include a summary of the investigation, all findings with recommendations, corrective measures where appropriate.

**Note: Upon receipt of a complaint, Bonner Springs Tiblow Transit Public Transportation shall forward a copy of this complaint and the written response to the appropriate KDOT and FTA Region 7 contacts.**

## 3. Request for Reconsideration

If the Complainant disagrees with the City Manager's response, he or she may request reconsideration submitted in written form to the City Manager within 10 calendar days after receipt of the City Manager's response. The request for reconsideration shall be sufficiently detailed to contain any items the Complainant feels **were** not fully understood by the City Manager. The City Manager will notify the Complainant of his or her decision in written form either to accept or reject the request for reconsideration within 10 calendar days. In cases where the City Manager agrees to reconsider, the matter shall be returned to the staff review officer(s) to reevaluate in accordance with Paragraph 2 above.

## 4. Appeal

If the City Manager denies the request for reconsideration, the Complainant may appeal the City Manager's response with submission of a written appeal to City of Bonner Springs Governing Body no later than 10 calendar days after receipt of the City Manager's written decision to reject reconsideration. The Governing Body of the City of Bonner Springs will then make a determination to either request re-evaluation by the staff review officer(s) or forward the complaint to KDOT for further investigation.

## 5. Submission of Complaint to the State of Kansas Department of Transportation.

If the Complainant is dissatisfied with the City of Bonner Springs Governing Body's resolution of the complaint, he or she may also submit a written complaint within 180 days after the alleged date of discrimination to the State of Kansas Department of Transportation for further investigation.

KDOT Office of Contract Compliance Eisenhower  
State Office Building 700 Southwest Harrison 3rd  
Floor West  
Topeka, KS 66603

# City of Bonner Springs Tiblow Transit Public Transportation

## Title VI Complaint Form

The purpose of this form is to assist you to file a complaint with City of Bonner Springs Tiblow Transit Public Transportation. You are not required to use this form and a letter that contains the same information will be sufficient.

<b>Section I:</b>		
Name:		
Address:		
Telephone (Home):	Telephone (Work):	
Electronic Mail Address:		
Accessible Format Requirements?	Large Print	Audio Tape
TDD	Other	
<b>Section II:</b>		
Are you filing this complaint on your own behalf?	Yes*	No
*If you answered "yes" to this question, go to Section III.		
If not, please supply the name and relationship of the person for whom you are complaining:		
Please explain why you filed for a third party:		
Please confirm that you obtained the permission of the aggrieved party if you are filing on behalf of a third party.		No
<b>Section III:</b>		
I believe the discrimination I experienced was based on (check all that apply):		
<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin
Date of Alleged Discrimination (Month, Day, Year): _____		
Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known) as well as names and contact information of any witnesses. If you need more space, please attach additional pages.		

<b>Section IV:</b>		
Have you previously filed a Title VI complaint with this agency?	Yes	No
<b>Section V:</b>		
Have you filed this complaint with any other Federal, State, Local Agency or with any Federal or State court?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, check all that apply:		
<input type="checkbox"/> Federal Agency: _____	<input type="checkbox"/> State Agency: _____	
<input type="checkbox"/> Federal Court: _____	<input type="checkbox"/> State Court: _____	
<input type="checkbox"/> Local Agency: _____		
Please provide information about a contact person at the agency/court where the complaint was filed.		
Name:		
Title		
Agency:		
Address:		
Telephone		
<b>Section VI:</b>		
Name of Agency complaint is against:		
Contact Person:		
Title:		
Telephone Number:		
You may attach any written materials or other information that you think is relevant to your complaint.		

Signature and date required below:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please submit this form in person at the address below or mail this form to:

City of Bonner Springs Tiblow Transit Public Transportation  
P. O. Box 38, 205 East Second Street  
Bonner Springs, KS 66012  
Attention: City Clerk

**City of Bonner Springs Tiblow Transit Public Transportation**

**List of Title VI Investigations, Lawsuits and Complaints – There are no issues to report.**

	Date Submitted/Filed Month, Day, Year	Allegation Summary (Include Basis of complaint: race, color or national origin)	Status	Resolution or Action Taken
<b>Investigations</b>				
1				
2				
<b>Lawsuits</b>				
1				
2				
<b>Complaints</b>				
1				
2				

## City of Bonner Springs Tiblow Transit Public Participation Plan Outline

1. Brief description of provider's activities and services

*The City of Bonner Springs Tiblow Transit Public Transportation provided general public transportation to its resident for more than 35 years. We provide Medical, Nutritional, Social, Recreation and Personal rides within the City of Bonner Springs and in Western Wyandotte County.*

2. Brief description of activities that would warrant public participation (i.e. fare changes, changes to service hours, route adjustments, service area changes).

*The City of Bonner Springs Tiblow Transit Public Transportation will notify the public for any fare changes, service hour changes, fixed route adjustment and policy or procedure changes.*

3. Brief description of the proactive public participation strategies would be used.

*All public notifications would be planned as follows:*

- *Public hearings/meetings/workshops to be held at convenient times and accessible locations.*
- *Various advertisements will be made and will utilize the Bonner Springs/Edwardsville Chieftain, City Website [www.bonnerrsprings.org](http://www.bonnerrsprings.org), Senior Center Newsletter and post notices at all City public buildings.*
- *Maintain a database of contacts to include interested members of the public, elected officials, local government staff, KDOT Public transit staff and local media).*
- *Post news flashes on the City's website.*

4. Brief description of outreach methods to engage minority and Limited English Proficiency (LEP) individuals (i.e. translation of public meeting materials, providing translation services if requested, targeted media messages in low income neighborhoods of service area, Work with existing neighborhood and advocacy organizations).

*The intent of this section is to describe the specific outreach methods that the agency will utilize in order to meaningfully engage minorities and LEP individuals when needed in the public participation process. This section should closely coordinate with the Language Assistance Plan developed in the LEP Plan.*

5. Brief description of the desired outcomes of the agency's public participation efforts.

- *The agency desires to have actively engaged riders, staff and members of the general public in the decision process.*
- *The agency strives to give adequate public notice of public participation activities and allow proper time for public review and comment at key decision points.*
- *The agency desires to provide timely information about transportation issues and processes to transit riders, staff and members of the general public.*
- *The agency will provide responses to all public input as appropriate.*
- *The agency will facilitate effective communication among a diverse group of the general public and staff.*
- *The agency will establish a timetable for review of the Public Participation Process to ensure it provides full and open access to all.*

6. Brief summary of recent outreach efforts over the past three years.

*We do not now have current outreach efforts other than monthly newsletters, advertisement in the phone directory and website information. We will offer annual satisfaction surveys to our riders that request them and act upon the concerns shown in the survey responses.*

## City of Bonner Springs Tiblow Transit Public Transportation Limited English Proficiency Plan

Using the above information collected, develop a plan to provide necessary assistance to LEP persons.

### Identified LEP individuals

We have one specific population groups that meets the criteria of more than 5% and more than 50 individuals. It is the Spanish or Spanish Creole group. We have a City employee who speaks Spanish to help with communication and family members assist with communication.

### Language Assistance Measures

As we do now, when needed, we utilize a staff person to help us with communication and to schedule rides for those who have a language barrier. We can use online translation tools, Braille services, sign language interpreters and can contact the Language departments at the University of Kansas to assist with any language barriers we would encounter. Our Police Department has resources that we can use for an interpreter's assistance.

### Dispatch Staff

The dispatcher will communicate with the interpreter to schedule the rides. The drivers will communicate as best as possible with the riders during the route.

### Provide Notice

The LEP Plan will be posted on the agencies website, [www.bonnerrsprings.org](http://www.bonnerrsprings.org) and to any person or agency that requests a copy. The person to contact about the LEP Plan is the City Clerk who can be reached by phone at (913) 667-1716.

### Monitor and Update the LEP Plan

The City of Bonner Springs Tiblow Transit Public Transportation will update the plan per to the Title VI update schedule, which is every three years. We will update the plan any time we determine the changes in the demographics of our agency is significant as it relates to LEP persons.

## Language Assistance Plan Limited English Proficiency Plan (LEP) Preview

The purpose of developing an LEP, as a recipient of federal funds, is to identify the extent of LEP individuals and identify ways that the transit agency can reduce or eliminate barriers to LEP individuals,

### Four Factor Analysis

- 1. Identify the number of or proportion of LEP individuals that can utilize the service provided by the City of Bonner Springs Tiblow Transit Public Transportation.** Using the 2007-2011 American Community Survey data, we find that one language group fits the criteria of more than 5% of total population and more than 50 persons who "speak English less than very well. We do serve some individuals in this category. In these cases, we rely on staff as an interpreter to assist us with communication and schedule rides for those individuals.
- 2. Identify the frequency in which LEP individuals come in contact with the service. We identified one language group that currently qualifies as a LEP group and we serve this language group on a daily basis.**
- 3. Identify the importance of the service to the LEP community.** We provide transportation for medical, nutritional and personal reasons to the general public within Western Wyandotte County and Bonner Springs. We use an on staff employee and many times children of the rider to communicate and schedule rides for individuals who speak English less than very well.

4. **Identify the resources available and the respective costs of these resources.** Currently, the interpreters are either an employee or a family member of the individuals who speak English less than very well, so there is no cost associated with this service.

**City of Bonner Springs Tiblow Transit Public Transportation**

**Table Depicting Membership of Committees, Councils, Broken Down by Race**

<b>Body</b>	<b>Caucasian</b>	<b>Latino</b>	<b>African American</b>	<b>Asian American</b>	<b>Native American</b>	<b>Other</b>
<b>Population within Service Area</b>	<b>80%</b>	<b>10.8%</b>	<b>5.4%</b>	<b>0.5%</b>	<b>0.9%</b>	<b>2.4%</b>
<b>Agency Board of Directors (Elected City Council is the Board for the Tiblow Transit Public Transportation)</b>	<b>89%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>11%</b>	<b>0%</b>
<b>Tiblow Transit Agency Staff</b>	<b>86%</b>	<b>0%</b>	<b>14%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>

**ITEM NO. 17.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Cooperative Agreement for Funding of Operation Green Light Traffic Control System**

**ACTION: Make a Motion to Approve the Contract Renewal for Operation Green Light and Allow Staff to Sign the Agreement**

**RECOMMENDATION: The City Manager and Public Works and Utilities Director Recommend Approval**

The Mid-America Regional Council (MARC) sent a revised Operation Green Light Interlocal agreement. We previously submitted this agreement for Council approval, however the Attorney General's Office required additional changes. The intent of the agreement is the same, and the City's cost is still \$3,200 per year. The agreement is enclosed with signature pages 8 through 24 removed due to the size of the document. The complete agreement will be available Monday night.

**COOPERATIVE AGREEMENT  
FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT  
TRAFFIC CONTROL SYSTEM**

THIS COOPERATIVE/INTERLOCAL AGREEMENT FOR FUNDING OPERATIONS OF OPERATION GREEN LIGHT TRAFFIC CONTROLS SYSTEM (this "Agreement") is made and entered into by and between Mid-America Regional Council ("MARC"), a consortium of cities in the nine county Kansas City Metropolitan Area, a Regional Planning Commission and a Missouri not for profit corporation and the City of Bonner Springs, Kansas; the City of Fairway, Kansas; the City of Lansing, Kansas; the City of Leavenworth, Kansas; the City of Leawood, Kansas; the City of Lenexa, Kansas; the City of Merriam, Kansas; the City of Mission, Kansas; the City of Mission Woods, Kansas; the City of Olathe, Kansas; the City of Overland Park, Kansas; the City of Prairie Village, Kansas; the City of Shawnee, Kansas; the City of Westwood, Kansas and the Unified Government of Wyandotte County, Kansas (collectively, the "Member Agencies" or "Member Agency").

**WHEREAS**, MARC performed a feasibility study "*Operation Green Light Feasibility Report, June 2000*" (the "Feasibility Report"), which created a regional arterial traffic signal coordination system known as "Operation Green Light" ("OGL"), for the Kansas City Urban Area; and

**WHEREAS**, the Strategic Plan 2013-2016 established the vision, mission, objectives, and goals of the program; and

**WHEREAS**, improvement in traffic operational efficiency, air quality, and monetary savings to the Member Agencies and the public can be realized from a consolidated management approach of coordinated traffic signal control along arterial corridors in the roadway systems of each Member Agency; and

**WHEREAS**, several Missouri agencies and political subdivisions are contracting with MARC to participate in OGL for coordination in the Missouri portions of the Kansas City Urban Area; and

**WHEREAS**, the Kansas Department of Transportation ("KDOT") is also contracting with MARC to participate in OGL; and

**WHEREAS**, the Member Agencies which are political subdivisions or agencies of the State of Kansas are authorized pursuant to the provisions of Sections 12-2901 et. seq. of the Kansas Statutes Annotated to enter into cooperative agreements for the purpose of coordinating traffic signals between and within the Jurisdictional Boundaries of the Member Agencies; and

**WHEREAS**, each Member Agency has agreed to enter into an agreement to fund the cost of operating such a Regional Traffic Control System, and to mutually cooperate regarding the operation of the same; and

**NOW, THEREFORE**, in consideration of the covenants and conditions herein set forth, MARC and the Member Agencies (collectively, the "Parties") mutually agree as follows:

**Sec. 1. STATUTORY AUTHORITY.** Pursuant to the authority set forth in K.S.A. 12-2901 et. seq. the parties enter into this Agreement for the funding of the operations of the Regional Traffic Control System for the purpose of coordinating traffic signals within the Jurisdictional Boundaries of the Member Agencies from a regional perspective. The individual parties which are entering into this Agreement under the jurisdiction of K.S.A. 12-2901 will file for recording an executed copy of this Agreement in the appropriate county in the State of Kansas and file a copy with the Kansas Secretary of State.

**Sec. 2. DEFINITIONS.** As used in this Agreement, and Exhibit 1 through Exhibit 6, attached hereto and incorporated herein by this reference, the following words shall have the meanings set forth herein:

*Exhibit 1* – Steering Committee Document

*Exhibit 2* – Scope of Services

*Exhibit 3* – Compensation

*Exhibit 4* – Insurance Requirements

*Exhibit 5* – Ownership Matrix

*Exhibit 6* – Concept of Operations

*Communications Network* – all telecommunication infrastructure between Regional Traffic Management Centers and Traffic Signal Controllers which are a part of the Regional Traffic Control System.

*Jurisdictional Boundaries* – the geographical boundaries of the governmental entities acting as political subdivisions of the States of Kansas.

*Jurisdictional Control Center* – the site or location designated by the Member Agency containing various equipment, computer hardware, and computer software capable of controlling and coordinating all Traffic Signal Controllers located within the Jurisdictional Boundaries of the Member Agency.

*Member Agencies* – agencies that have entered into an agreement with MARC to participate in funding the cost of design, construction, and operations of the Regional Traffic Control System.

*Private Firms* – any private firm or firms engaged by MARC to perform or provide any services, directly or indirectly, related to the operations of the Regional Traffic Control System (including, without limitation, design services provided for on-going operations), as more particularly set forth in Exhibit 2.

*Regional Traffic Control System* – an array of components including Traffic Signal Controllers, wireless and wireline telecommunications equipment, interface units, computer hardware and software, digital storage media, operator's console, peripherals, and other related devices designed to monitor, control, and coordinate traffic movements at signalized intersections according to a given or developed plan.

*Regional Traffic Management Center* – the site or location designated by the Steering Committee containing various equipment, computer hardware, and computer software capable of controlling and coordinating the Regional Traffic Control System. The Regional Traffic Management Center is sometimes referred to herein and in the Exhibits as the Traffic Operations Center (“TOC”).

*Steering Committee* – that committee created for the purpose of assisting and advising MARC with respect to the plans, specifications, construction, installation, and operation of the Regional Traffic Control System and consisting of voting representatives from the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri which have entered into similar agreements with MARC regarding OGL. The membership structure and policy are set forth in Exhibit 1.

*Traffic Signal Controller* – a complete electrical mechanism responsible for traffic signal control and operation at an individual intersection.

### **Sec. 3. RESPONSIBILITIES OF PARTIES.**

(a) MARC. MARC is hereby designated the administrator and is by virtue of this designation responsible for administering this cooperative undertaking. As administrator, MARC shall perform or cause to be performed the services set forth in Exhibit 2.

(b) Member Agencies. In addition to the obligations set forth in this Agreement, the Member Agencies shall each also perform all the obligations set forth in the document entitled “OGL Concept of Operations: Roles and Responsibilities”, attached hereto as Exhibit 6. Furthermore, the Member Agencies each individually agree that they shall not interfere with MARC’s exercise of its obligations under this Agreement, including, but not limited to MARC’s deployment of the regional signal timing and on-going operations of the Regional Traffic Control System.

**Sec. 4. SHARE OF COSTS.** Subject to the conditions set forth in this Agreement, the Member Agencies shall each make payment to MARC the sum set forth in Exhibit 3, which is attached hereto and incorporated by reference as if fully set forth herein. The cost associated with Member Agencies represent each individual agency’s share of the cost for the maintenance and operation of the Regional Traffic Control System, as set forth in said Exhibit 3. The “Operation Green Light Location/ Ownership Matrix” set forth in Exhibit 5 identifies the location and ownership of the software, hardware, and other components comprising the Regional Traffic Control System.

**Sec. 5. SHARING INFORMATION.** MARC shall share information related to the maintenance and operation of the Regional Traffic Control System with the Member Agencies, KDOT and participating agencies and political subdivisions of the State of Missouri and the Member Agencies shall cooperate in sharing information among themselves, KDOT, with the participating agencies and political subdivisions of the State of Missouri and with MARC necessary for the on-going maintenance and operation of the Regional Traffic Control System.

**Sec. 6. SEVERABILITY.** Should any provision hereof for any reason be deemed or ruled illegal, invalid, or unconstitutional by any court of competent jurisdiction, no other provision of

this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid or unconstitutional provision had not been contained herein.

**Sec. 7. AUTONOMY.** No provision of this Agreement shall be constructed to create any type of joint ownership of any property, any partnership or joint venture, or create any other rights or liabilities except as may be otherwise expressly set forth herein.

**Sec. 8. EFFECTIVE DATE.** The effective date of this Agreement shall be upon complete execution by the Parties.

**Sec. 9. TERMINATION FOR CONVENIENCE.** Any party to this Agreement may terminate this Agreement by giving one hundred eighty (180) days' written notice to the other party. Financial obligations will be honored up to the effective date of termination. A Member Agency that terminates this Agreement may no longer be granted access to the Regional Traffic Control System. Costs may be incurred by the Member Agency terminating the Agreement for MARC to uninstall or transfer ownership of network equipment owned by MARC.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

**Sec. 10. MERGER.** This Agreement constitutes the entire agreement between the parties with respect to this subject matter.

**Sec. 11. NO AUTHORITY ON BEHALF OF OTHER PARTIES.** This agreement does not give any party hereto authority to take any action or execute any documents on behalf of any other party to this Agreement.

**Sec. 12. COMPLIANCE WITH LAWS.** All parties to this Agreement shall comply with and shall require any Private Firms contracted pursuant to this Agreement to comply with all federal, state, and local laws, ordinances, and regulations applicable to the work and this Agreement.

**Sec. 13. DEFAULT AND REMEDIES.** If any party of this Agreement is in Default or breach of any provision of this Agreement, any non-defaulting party may terminate their participation and cooperation in this Agreement, withhold payment, or invoke any other legal or equitable remedy after giving written notice and opportunity to correct such default or breach within thirty (30) days of receipt of such notice; provided, however, if such default or breach cannot be cured within thirty (30) days, then any non-defaulting party shall notify the party in default in writing and commence to cure within thirty (30) days.

Any party or parties' unilateral decision to terminate their participation in this Agreement shall not affect the rights of the other parties to continue cooperation under this Agreement, and this Agreement shall continue to be in effect for all parties not-exercising rights to terminate their participation in this Agreement.

**Sec. 14. WAIVER.** Waiver by the any party to this Agreement of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any

other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of all of the Parties to this Agreement, and forbearance or indulgence by any party to this Agreement in any regard whatsoever shall not constitute a waiver of same to be performed by said party to which the same may apply and, until complete performance of the term, covenant, or condition, the Parties to this Agreement shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

**Sec. 15. MODIFICATION.** Unless stated otherwise in this Agreement, no provision of this Agreement may be waived, modified, or amended except in writing signed by each party to this Agreement; provided, however, the Exhibits to this Agreement may be modified by agreement of a majority vote of the Steering Committee without each Member Agency approving and executing an amendment to this Agreement..

**Sec. 16. HEADINGS; CONSTRUCTION OF AGREEMENT.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine, or neuter, the same as if such words had been fully and properly written in that number or gender.

**Sec. 17. AUDIT.** Each Member Agency shall have the right to audit this Agreement and all books, documents, and records relating thereto upon written request to MARC. MARC shall maintain all its books, documents, and records relating to this Agreement and any contract during the period of this Agreement for three (3) years after the date of final payment of the contract or this Agreement, whichever expires last. The books, documents, and records shall be made available for any and each of the Member Agencies' review within fifteen (15) business days after the written request is made.

**Sec. 18. AFFIRMATIVE ACTION; NON-DISCRIMINATION.**

(a) MARC shall require Private Firms to establish and maintain for the term of this Agreement an Affirmative Action Program in accordance with the provisions of Title VI of the Civil Rights Act of 1964, as amended. More specifically, any third party firm will comply with the applicable regulations of the U. S. Department of Transportation ("USDOT") relative to non-discrimination in federally assisted programs of the USDOT, as contained in 49 C.F.R. 21 through Appendix H and 23 C.F.R. 710.405, which are herein incorporated by reference and made a part of this Agreement.

(b) During the performance of this Agreement or any subcontract resulting thereof, MARC, Private Firms, and all subcontractors and vendors (the Private Firms, together with all subcontractors and vendors, shall for purposes of this Section 18 be collectively referred to as the "Other Contractor Parties") shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001 et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income. In all solicitations or advertisements for employees, MARC and the Other

Contractor Parties shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission"). If MARC fails to comply with the manner in which MARC reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, or if MARC is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, MARC shall be deemed to have breached this Agreement, and this Agreement may be canceled, terminated, or suspended, in whole or in part, by any of the Member Agencies.

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

(d) MARC shall include the provisions of paragraphs (b) through (c) above in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

**Sec. 19. ASSIGNABILITY OR SUBCONTRACTING.** MARC shall not subcontract, assign, or transfer any part or all of MARC's obligations or interests without the Member Agencies prior approval which shall not be unreasonably delayed or withheld. If MARC shall subcontract, assign, or transfer any part or all of MARC's interests or obligations under this Agreement without the prior approval of the Member Agencies, it shall constitute a material breach of this Agreement.

**Sec. 20. CONFLICTS OF INTEREST.** MARC shall require its Private Firms to certify that no officer or employee of any of the Member Agencies, or no spouse of such officer or employee, has or will have a direct or indirect financial or personal interest in this Agreement or any other related agreement, and that no officer or employee of any of the Member Agencies, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of MARC or its Private Firms in this Agreement or any other related agreement.

**Sec. 21. RULES OF CONSTRUCTION.** The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

**Sec. 22. NOTICE.** Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address, as the party shall designate in writing:

MARC  
Attention: Director, Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, Missouri 64105

*\*For notices to each Member Agency, see the signature page(s) as they relate to each Member Agency.*

**Sec. 23. GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the law of the State of Kansas. Any action in regard to this Agreement or arising out of its terms and conditions must be instituted and litigated in the courts of the State of Kansas, and in no other. The Parties submit to the jurisdiction of the courts of the State of Kansas and waive venue.

**Sec. 24. INDEMNIFICATION BY PRIVATE FIRMS.** MARC shall require its Private Firms (including, without limitation, any design professionals) to defend, indemnify, and hold harmless the Member Agencies and any of its agencies, officials, officers, agents or employees from and against all claims, damages, liabilities, losses, costs, and expenses, including reasonable attorney fees, arising out of any negligent acts or omissions in connection with the services performed pursuant to this Agreement (including, without limitation, professional negligence), caused by a Private Firm, its employees, agents, contractors, or caused by others for whom the Private Firm is liable. Notwithstanding the foregoing, the Private Firm is not required under this section to indemnify the Member Agencies for the negligent acts of a Member Agency or any of its agencies, officials, officers, or employees.

**Sec. 25. INSURANCE.** MARC and any Private Firms retained by MARC shall maintain the types and amounts of insurance set forth in Exhibit 4; provided, however, the limits set forth in Exhibit 4 are the minimum limits and MARC may carry higher limits as it may deem necessary, in its discretion, or as may be required by other Member Agencies.

**Sec. 26 INITIAL TERM; RENEWAL OF TERM.** The initial term of this Agreement shall be two (2) years ("Term") unless sooner terminated in accordance with Section 9 of this Agreement. The Term of this Agreement shall automatically renew for one (1) additional two (2) year period (the "Renewal Term") on the same terms and conditions as set forth herein; provided, the Term shall not automatically renew as to each individual member agency if such member agency provides written notice to MARC of its intention not to renew within one hundred eighty (180) days prior to the expiration of the Term.

**Sec. 27. CASH BASIS LAW & UNFUNDED OBLIGATIONS.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. and amendments thereto as it applies to Member Agencies which are agencies or political subdivisions of the state of Kansas. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Member Agencies. This Agreement shall be construed and interpreted so as to ensure that the Member Agencies shall at all times stay in conformity with such laws and, as a condition of this Agreement, each member agency reserves the right to unilaterally sever, modify, or terminate its participation in this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of the Kansas Cash Basis Law to the extent it prohibits unfunded obligations. The Member Agencies 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 Member Agencies' current budget year, or (b) funds made available from any lawfully operated revenue producing source.

**Sec. 28. EXECUTION IN MULTIPLE COUNTER PARTS.** This Agreement may be executed by the parties in multiple counterparts which shall be taken together as one complete document.

**EXHIBIT 1**

**OPERATION GREEN LIGHT COMMITTEE**

**Role, Responsibility, and Organizational Structure**

- 1.1.1 *Responsibilities: The Operation Green Light Steering Committee shall serve to approve budgets, procurement and staffing recommendations to the Mid-America Regional Council Board of Directors and to make other technical and policy decisions concerning the development, deployment and operation of the Operation Green Light regional traffic signal coordination program, including: approve the program's upcoming annual budget during the final meeting of the calendar year. Purchases and contracts shall follow MARC's established threshold guidelines as well as the following: amounts of \$15,000-\$25,000 shall be reported to the committee; amounts of \$25,001 or more shall be voted on and approved by the Steering Committee before purchase or contract is sent to MARC's Board of Directors for approval.*
- 1.1.2 Participate in program decision-making at key points by reviewing and providing comments on project deliverables and by approving or rejecting technical and policy recommendations;
- 1.1.3 Participate in the development of inter-jurisdictional agreements for the construction, operation, maintenance and other activities of the regional traffic signal coordination system; and
- 1.2 Call upon committee members to participate in Task Force work groups as technical issues arise requiring additional effort than time allows during a Steering Committee meeting. The Task Force shall submit to the Steering Committee recommendations based on its discussions.
- 1.3 Membership and Meetings: The Steering Committee shall be composed of representatives from participating agencies in the following manner:

(The following table is a current list as of May 2016)

<b>Participating Agency</b> Non-Funding Agency in Bold	<b>Membership</b> <b>(voting)</b>
Belton	1
Bonner Springs	1
Fairway	1
FHWA – MO & KS	Ex Officio
Gladstone	1
Independence	1
Kansas City, MO	1
KCScout	Ex Officio
KDOT	1
Lansing	1
Leavenworth	1
Leawood	1
Lee's Summit	1
Lenexa	1
Liberty	1
MARC	1
Merriam	1
Mission	1
Mission Woods	1
MoDOT	1
North Kansas City	1

Olathe	1
Overland Park	1
Prairie Village	1
Raymore	1
Shawnee	1
Unified Government/KCK	1
Westwood	1

Each representative shall have a designated alternate with full authority to act in the absence of the representative. The Steering Committee may be expanded to include other additional members as approved by majority vote of the members of the existing Steering Committee.

The Steering Committee shall meet minimally on a quarterly basis but may meet more frequently if the business of the Steering Committee necessitates. The final meeting of the calendar year shall be designed to report on the State of the Operation Green Light Program including Budget reporting and approval of the future budget and election of the next vice-chairperson.

The chairperson of the Steering Committee shall have the authority to call a meeting of the Committee with a minimum of seven (7) calendar days' notice to all the members. Notice is deemed to have occurred from the date that it is deposited with the United States Postal Service, postage prepaid; distributed via Facsimile; OR distributed via E-mail addressed to the members of the Steering Committee. The chairperson and vice-chairperson shall help develop meeting agendas prior to meeting notices and shall preside over the meetings.

- 1.4 Chairperson and Vice-Chairperson: The Steering Committee members shall elect by majority vote of all of the voting members of the Committee, from amongst the members of the Committee, a vice-chairperson who will serve a one-year term. Said election will occur at the final regularly scheduled meeting of the calendar year of the Steering Committee prior to the expiration of the chairperson's one-year term. The vice-chairperson shall assume the responsibilities of the chairperson at the end of the chairperson's term and any time the chairperson is unable to attend committee meetings. Kansas and Missouri shall be represented in these positions in alternating years.
- 1.5 Quorum and Voting: All members of the Steering Committee shall be entitled to one vote on all matters submitted to the Committee for vote.

Any six of the voting members of the Steering Committee, including at least one member from Kansas City, Missouri, the Missouri Department of Transportation, Unified Government/Kansas City, Kansas, or Overland Park, Kansas, (based on the four largest agencies by signal count at the beginning of the current Operations contract term) shall constitute the quorum necessary to convene the meeting of the Committee. All official actions by the Steering Committee shall require a majority vote of the members present at the meeting.

All votes shall be taken and recorded in the minutes by roll call. Each member shall have the ability to recall any matter voted upon during his or her absence providing said member notifies in writing the committee chairperson or co-chairperson within 7 calendar days of when the meeting minutes are posted to the MARC website and/or delivered to committee members via email. Within 3 business days of being notified, the chairperson or co-chairperson shall collaborate with OGL staff to present the issue for a reconsideration of the vote via email to all committee members who will be asked to respond within 10 calendar days. If a response is not received by close of business on the 10th day, the member's previously cast vote shall be counted in the same manner.

## EXHIBIT 2

### SCOPE OF WORK

#### 1. Project Management

The Mid-America Regional Council (MARC) will provide staff time, equipment and materials, and contract services necessary to accomplish the following project management services:

- Arrange and conduct regular Steering Committee meetings to discuss and develop policies and procedures governing the development, implementation and on-going operation of the program;
- Arrange and conduct Technical Committee meetings as needed to discuss and develop recommendations concerning technical issues associated with the development, implementation and on-going operation of the project;
- Arrange and conduct other meetings with project participants as necessary to develop, implement and operate the project;
- Negotiate, execute and administer agreements with state and local governments to provide federal, state and local funding for the development, implementation and ongoing operation of the program;
- Develop and publish requests for proposals, consultant agreements and other procurement documents necessary to select and hire contractors to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Negotiate, execute and administer agreements with private firms to provide system integration services, telecommunications and traffic engineering design services, computer software, computer hardware, communications network, traffic signal equipment and other items necessary for the development, implementation and ongoing operation of the program;
- Develop and maintain project budgets and schedules;
- Develop and maintain project databases;
- Publish and distribute project documents and other deliverables to participating state and local governments; and
- Perform other tasks necessary to manage and administer the program.

#### 2. Traffic Signal Timing

MARC shall coordinate with agency staff or their delegates to develop and implement, with agency approval, the requisite signal timing plans for OGL intersections

### **3. Operations and Maintenance**

#### ***3.1. Computer Software and Databases***

MARC will procure all required software and may engage a private firm or firms selected by the project Steering Committee to provide technical support and maintain computer software and databases at the Operation Green Light Traffic Operations Center. MARC staff shall be responsible for providing day-to-day maintenance of the computer software and databases including but not limited to data entry, backups, upgrades, etc., at the Operation Green Light Traffic Operations Center.

#### ***3.2. Computer Network***

MARC will procure all required hardware and software. Any equipment (e.g. switches, routers, hubs, etc.) that is used for the field communication back bone will be considered part of the computer network. MARC may engage a private firm or firms selected by the Steering Committee to provide technical support and maintain the Operation Green Light computer network.

#### ***3.3. Field Communications System***

All field communications equipment purchased by MARC will be maintained by MARC. The city will maintain any pre-existing, city-owned equipment that is utilized as part of the OGL field communication system. MARC staff will monitor the field communication system through monitoring software which is purchased by MARC. MARC may engage a private firm or firms selected by the project Steering Committee to maintain the regional field communications system. The scope of services for this work will be developed with and approved by the Steering Committee.

#### ***3.4. Traffic Signal Controllers***

Each member agency shall be responsible for all maintenance to the traffic signal controllers. MARC responsibility will be limited to maintaining the regional field communication system and will terminate at the traffic controller unless otherwise specified. Traffic signal controllers and cabinets that have been purchased and/or installed as part of the OGL controller upgrade project will also be owned and maintained by the local jurisdiction once they have been received and/or accepted, and the local jurisdiction will be responsible for purchasing and installing replacement controllers that are compatible with the OGL system should the MARC-purchased controller fail.

**EXHIBIT 3**  
**COMPENSATION**

- A. The amount each Member Agency will pay MARC under this contract will not exceed the amount listing in the below table. This amount represents the Member Agency share of the total project cost as shown in this Exhibit. The Member Agency shall pay MARC, upon invoice, for the actual costs incurred for MARC on a yearly basis.

<b>REVENUE SOURCES FOR OPERATION GREEN LIGHT</b>				
<b>FOR OPERATING YEARS 2017-2018</b>				
<b>LOCAL GOVERNMENTS</b>				
			<b>2017</b>	<b>2018</b>
	<b>Locations weighted</b>		<b>Cost per signal</b>	<b>Cost per signal</b>
<b>Agency</b>	<b>by % ownership</b>		<b>at \$800/year</b>	<b>at \$800/year</b>
1	BONNER SPRINGS	4	\$ 3,200.00	\$ 3,200.00
2	FAIRWAY	2	\$ 1,600.00	\$ 1,600.00
3	LANSING	4	\$ 3,200.00	\$ 3,200.00
4	LEAVENWORTH	1	\$ 800.00	\$ 800.00
5	LEAWOOD	11.25	\$ 9,000.00	\$ 9,000.00
6	LENEXA	29	\$ 23,200.00	\$ 23,200.00
7	MERRIAM	18	\$ 14,400.00	\$ 14,400.00
8	MISSION	2.75	\$ 2,200.00	\$ 2,200.00
9	MISSION WOODS	0.75	\$ 600.00	\$ 600.00
10	OLATHE	15	\$ 12,000.00	\$ 12,000.00
11	OVERLAND PARK	44.75	\$ 35,800.00	\$ 35,800.00
12	PRAIRIE VILLAGE	6.75	\$ 5,400.00	\$ 5,400.00
13	SHAWNEE	14.5	\$ 11,600.00	\$ 11,600.00
14	UGOVT/KCK	63	\$ 50,400.00	\$ 50,400.00
15	WESTWOOD	1.25	\$ 1,000.00	\$ 1,000.00
<b>TOTALS</b>		<b>218</b>	<b>\$ 174,400.00</b>	<b>\$ 174,400.00</b>

- B. It shall be a condition precedent to payment of any invoice from MARC that MARC is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by a Member Agency as a result of breach or default by MARC, the Member Agency may withhold payment(s) to MARC for the purpose of set off until such time as the exact amount of damages due the Member Agency from MARC may be determined.
- C. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Agreement.
- D. A Member Agency is not liable for any obligation incurred by MARC except as approved under the provisions of this Agreement.

Exhibit 4

INSURANCE REQUIREMENTS

A. MARC shall procure and maintain and shall cause any Private Firm it engages to perform services under this Agreement to procure and maintain in effect throughout the duration of this Agreement, and for a period of two (2) years thereafter, insurance coverage not less than the types and amounts specified below. MARC shall not accept insurance policies from any Private Firm containing a Self-Insured Retention.

1. Commercial General Liability Insurance: with limits of \$500,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
b. Contractual Liability
c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
d. No Contractual Liability Limitation Endorsement
e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:

Workers Compensation Statutory
Employers Liability
\$100,000 accident with limits of:
\$500,000 disease-policy limit
\$100,000 disease-each employee

3. Commercial Automobile Liability Insurance: with \$500,000 per claim up to \$2,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an "any auto" basis and written on an "occurrence" basis. The insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Agreement, by Design Professional.

4. Professional Liability Insurance (only applicable for Private Firms that are design professionals or other types of professionals that can carry professional liability insurance): with limits Per Claim/Annual Aggregate according to the following schedule:

Table with 2 columns: Fee Minimum Limits and Professional Liability Minimum. Rows include Less than \$25,000 (\$100,000), \$25,000 or more, but less than \$50,000 (\$500,000), and \$50,000 or more (\$1,000,000).

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to MARC and the City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that MARC and the City and their agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. Private Firms engaged by MARC shall provide to MARC and the City at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Kansas to do business in Kansas and by the State of Missouri to do business in Missouri.

D. Regardless of any approval by MARC or the City, it is the responsibility of the Private Firms to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of a Private Firm's failure to maintain the required insurance in effect, MARC may order the Private Firm to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

**EXHIBIT 5**

**Operation Green Light Location / Ownership Matrix**

<b>Component</b>	<b>Location</b>	<b>Purchased By</b>	<b>Owned By</b>	<b>Maintained By</b>	<b>Comments</b>
<b>Software/Firmware</b>					
TransSuite & Associated Software	OGL TOC	MARC	MARC	MARC*	
Genetec Video System	OGL TOC	MARC	MARC	MARC*	Available for use by local agencies
Other software used by MARC staff	OGL TOC	MARC	MARC	MARC*	
<b>Computer Hardware</b>					
OGL TOC Servers	OGL TOC	MARC	MARC	MARC*	
OGL TOC Workstations	OGL TOC	MARC	MARC	MARC*	
Agency TOC Servers	Local Agency	Local Agency	Local Agency	Local Agency	
Agency TOC Workstations	Local Agency	Local Agency	Local Agency	Local Agency	
<b>Field Hardware</b>					
OGL Field Network Equipment	Field	MARC	MARC	MARC*	
Local Agency Field Network Equipment	Field	Local Agency	Local Agency	Local Agency	Extention of City network
Existing Closed-Loop fiber re-tasked to OGL Network	Field	Local Agency	Local Agency	Local Agency	OGL owns switches to manage
Traffic Signal Controllers	Field	MARC/Local Agency	Local Agency	Local Agency	OGL purchased controllers only for original build-out
OGL-purchased Closed Circuit Camera	Field	MARC	Local Agency	Local Agency	
<b>Miscellaneous</b>					
OGL TOC Office	MoDOT KC District	MoDOT	MoDOT	MoDOT	
OGL TOC Phone System	OGL TOC	MoDOT	MoDOT	MoDOT	
OGL TOC Office Furniture & Equipment	OGL TOC	MARC	MARC	MARC*	
OGL Vehicles & Mobile Equipment	OGL TOC	MARC	MARC	MARC*	

\* MARC maintained components to be maintained by joint-funded agreement

## **Exhibit 6**

# **OGL Concept of Operations: Roles and Responsibilities**

### **Introduction**

Operation Green Light (OGL) is a regional initiative to improve traffic flow and reduce vehicle emissions by coordinating traffic signals on major roadways in the Kansas City metropolitan area. OGL is a cooperative effort of the Mid-America Regional Council (MARC), state departments of transportation and local agencies working together to coordinate traffic signal timing plans and communication between traffic signal equipment across jurisdictional boundaries.

The concept of operations provides a high-level overview of the roles and responsibilities of the agencies participating in the operation and management of OGL. The concept of operations is intended to balance the need for standardization and uniformity of operations on OGL routes with the need to be responsive to the unique needs and circumstances of the agencies participating in OGL.

### **Signal Timing**

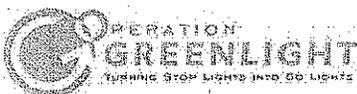
#### **Initial Deployment of Regional Timing Plans**

The member agencies will partner with MARC and each other in developing regional traffic signal timing plans. In order to facilitate this work each member agency will provide MARC traffic counts and other relevant, available data for traffic signals that are part of regionally significant traffic corridors that pass through adjacent cities. This information may include;

- Existing timing plans and data in the existing traffic controller (controller data sheets)
- Intersection geometry via aerial mapping
- Signal phasing information (or policy)
- Historical traffic count information available
- Approved yellow and all-red clearance intervals (or policy)
- Pedestrian timing (or policy)
- Signal phasing policy (lead only/lead-lag/vary lead-lag by time-of-day)
- Historical citizen complaints on the intersection operation as needed

After providing data to MARC, each member agency will then work with MARC to cooperatively develop regionally optimized timing plans. The member agency will continue to be responsible for maintenance of timing plans for traffic signals that lie wholly within the member agency's jurisdictional boundaries and are not on OGL corridors unless the member agency decides to contract this work to MARC. The steps involved in the development of regional timing plans are:

- The member agency will either collect traffic counts on the arterials for signals maintained by the member agency and provide this information to MARC OR will contract with MARC to collect traffic counts as needed.
- In conjunction with member agency staff, MARC will conduct travel-time studies and speed profile studies on the arterial prior to implementation of the timing plans
- MARC may hold design meetings with representatives from the member agencies and other impacted agencies. At the first of these meetings the following items will be established
  - Number of timing plans and time of use (i.e., am, noon, pm, off-peaks, etc.)
  - Critical intersections of a corridor
  - An initial common corridor cycle length for each of the plans identified (i.e. am,



pm, etc.) [Note: this cycle length may need to be revisited after developing the regional timing plan.]

- The member agency will then develop the following initial parameters for individual signals maintained by the member agency for each of the timing plans to be developed, and submit them to MARC for review and incorporation into regional plans for the OGL corridor;
  - phase sequencing
  - splits
  - offsets
- MARC will develop initial splits and offsets for any remaining signals and incorporate member agency developed timing plans into regional plans for the OGL corridor.
- MARC may then incorporate the regional plans into mutually agreed upon software as needed for review by the member agencies.
- At the second meeting, MARC and the member agencies will;
  - Review the regional timing plans developed
  - Review any software models developed
  - Determine if any changes to initial timings need to be made to optimize the operation of the corridor
- Once the member agencies have agreed on the different timing plans developed, they will download the timing plans into signal controllers maintained by each member agency OR will request MARC to provide signal timing plans and download to local controllers.
- In conjunction with member agency staff, MARC will field-monitor each arterial after a timing plan has been downloaded and will work with the member agency to make any additional changes to further optimize the flow of traffic if necessary.
- In conjunction with member agency staff, MARC will conduct travel-time and speed profile studies on arterials after implementation of the optimized signal timing plans

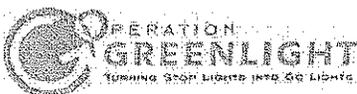
### **Providing Maintenance Timing Plans**

As part of a regional effort, MARC will on a regular basis, or as requested, examine the operations of signals that are part of regionally significant traffic corridors that pass through the member agency and adjacent cities and determine if optimization is necessary. If minor changes to splits and offsets are to be made to individual signals along an OGL corridor the following steps will be followed:

- In conjunction with MARC, member agency staff will field-monitor the affected corridor or intersection(s)
- MARC will meet with affected member agencies if needed
- MARC will collect traffic counts as necessary OR the member agency will collect traffic counts at member agency maintained traffic signals
- The member agency will develop timing plans for member agency maintained signals and download them to controllers as necessary in coordination with MARC OR MARC will develop and provide revised arterial timing plans as needed
- In conjunction with member agency staff, MARC will field-monitor each arterial after timing plan download and provide further optimization if necessary by submitting updated timing plans for agency consideration and download

If major changes, such as changes to cycle lengths, phase sequencing and major changes to splits, are to be made along an OGL corridor, the process described above for initial deployment of regional timing plans may be used.

### **Incident Management**



The member agency will work with MARC and other member agencies to identify locations along the regionally significant arterials and interstate highways where incidents are prone to happen and have major impact on traffic flow. These locations may be manually forced to run special plans when an incident is observed at the TOC. The following steps shall be followed for planned, recurring, and anticipated incident response:

- MARC and member agencies will identify incident-prone locations
- MARC will meet with affected member agencies to discuss solutions
- MARC will develop signal timing plans for the incident
- MARC will submit such plans for review by member agencies
- MARC and member agencies will jointly determine the parameters required for invoking such a plan by the TOC
- Once the plan has been invoked (when the required parameters are met) MARC will inform the affected agencies immediately
- After the incident has been cleared, MARC will put signals back on their regular plans and inform member agencies

The member agency will inform MARC about construction and roadway closures and may request signal timing plan adjustments. MARC will provide special timing plans when requested to optimize traffic flow for agency consideration and download.

### **Citizen Complaints**

Member agencies will route/report citizen complaints/requests on OGL signals to the TOC and MARC, in cooperation with the member agency, will respond to the complaint/request in a timely manner. MARC will also route/report received citizen complaints to the member agencies and maintain a response log.

### **Dispute Resolution**

In the event that satisfactory agreement cannot be reached between member agencies on timing plans or incident plans developed for OGL, the dispute will be referred to the OGL Steering Committee, which will provide recommendations for resolution. Unless the responsible engineer for a member agency determines that such plans will create an unsafe condition within their jurisdiction, the member agency will implement the plans recommended by the Committee

### **Emergency Provisions**

In the event of an emergency not already covered under a pre-arranged incident-management plan, the member agency will take any steps it considers necessary to manage traffic signals within its jurisdiction to ensure the safety of the traveling public. The member agency will notify MARC of any emergency changes made to OGL traffic signal timing plans in a timely manner and will work expeditiously with MARC to restore all OGL corridors within its jurisdiction to normal operation when the emergency subsides.

## **Field Communication Operation and Maintenance**

MARC will be responsible for maintenance and replacement of all wireless communication infrastructure that is installed as a result of OGL initiated construction projects. Member agencies that have the capability to maintain their own communication infrastructure may do by separate agreement with MARC.



### **Controller Upgrades and Work inside the Traffic Controller Cabinet**

MARC will, with the applicable member agencies, upgrade traffic controllers that are incapable of communicating with the central system software. When work is performed that involves the opening of a traffic controller cabinet, the member agency will coordinate with the contractor and have a representative in the field. The member agency will test and approve/disapprove the work performed by the contractor and inform MARC of the fact. MARC will be responsible for administration and final approval of all OGL initiated construction projects. Member agencies are responsible for notifying and coordinating with OGL when undertaking traffic signal system construction projects on OGL corridors.

### **Technical Support for OGL Computer Network**

MARC will provide technical support for the central system software and the laptop version of the central system software. MARC will also maintain the computer network hardware along with all network components such as network switches, routers, licensed and unlicensed radios, modems etc.

### **The Traffic Operations Center**

MARC will staff OGL operations at the Traffic Operations Center (TOC). The TOC is currently co-located with the KC Scout program and offices in the MoDOT KC District offices.

The TOC will be staffed as determined by MARC. MARC expects to coordinate with Kansas City Scout and use the video monitoring capabilities available at the KC Scout TOC to alleviate congestion along arterials. It is recommended that member agencies with traffic management centers, at a minimum, staff their centers to operate on a schedule concurrent with OGL.

The staff will interact with citizens and the media and provide answers to traffic signal timing questions on OGL signals.



**ITEM NO. 18.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: REJIS On-Line Payment Service Agreement**

**ACTION: Make a Motion to Approve an Agreement to Accept Online Court Payments through the REJIS Software System**

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

The enclosed memo discusses the reason for the contract and the financial impact. The contract is attached for your review.

## **Finance Director Memorandum**

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December 15, 2016

To: Mayor & City Council  
Through: Sean Pederson, City Manager  
From: Tillie LaPlante, Finance Director

Subject: REJIS On-Line Payment Service Agreement

**Recommendation** : Approve an agreement to accept on-line court payments through the REJIS software system.

**Discussion**: City Council approved the purchase of the REJIS Police and Court Records Management Software in 2015. The court software was installed in August of this year. The software can provide direct integration of on-line bill payments into the REJIS system. An agreement for accepting on-line payments through REJIS is provided.

**Financial Impact**: There is no cost to the City for acceptance of on-line payments for court. A 5.5% fee will be passed on to the payer.



REJIS

*Connecting People and Information*

## **Bonner Springs Municipal Court**

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## **REJIS On-Line Payment Service**

October 31, 2016

**Prepared For: Juli Hurley  
Court Clerk**

**Prepared By: Don Kayser  
REJIS**

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## On-Line Payment Service

### Overview

This Agreement is entered into by and between the Bonner Springs Municipal Court (hereinafter "Court") and the Regional Justice Information Service, a joint commission of the City and County of St. Louis Missouri, organized pursuant to Ordinance Number 57056 of the City of St. Louis and Ordinance Number 7631 of St. Louis County, with its principal place of business at 4255 West Pine Boulevard, St. Louis, Missouri 63108 (hereinafter "REJIS").

### Scope of Work

REJIS will provide an on-line payment service that will allow violators to pay selected traffic tickets or ordinance violations via the Internet. Once REJIS has received confirmation from the payment processor that the payment has successfully been made, the REJIS On-Line Payment Service will record the transaction in the IMDSPlus system.

REJIS On-Line Payment Service will maintain a complete audit log of all payment transactions registered regardless if the transaction was accepted, rejected, paid or declined by the payment processor.

REJIS will automatically close a case when all charges have been disposed and the case is paid in full.

The daily balance report will include all successful payment transactions processed through the REJIS On-Line Payment Service.

REJIS will provide a website graphic for reference using the City copyrighted graphics or a generic version for on-line payments. If requested, the cost for customized graphics for the website will be negotiated between the Court and REJIS.

The Court will resolve application, set-up and financial details with the REJIS approved payment processor.

The Court is responsible for entering charge codes and fine information, and publicizing the on-line payment option.

REJIS anticipates the date of delivery of this service to be completed within 30 days after all charge code and fine information has been entered by the Court, the agreement with the REJIS approved payment processor has been completed by the Court and this agreement is signed.

## **Detailed Cost Information**

There will be no REJIS cost to the Court for initial program development, activation or maintenance of the On-Line Payment Service. REJIS will be responsible for the acquisition, maintenance and support of all software, hardware, subscription services (anti-virus, SSL licensing, domain registration...etc.) and network resources owned and operated by REJIS and used to support processing of the REJIS On-Line Payment Service.

The Court will recover one hundred percent (100%) of the assessed fines and court cost that are paid through the On-Line Payment Service. No other fees will be charged to the Court for the On-Line Payment Service. The assessed fines and court costs will be deposited to the Court's designated bank account as the fines are paid.

REJIS will recover the costs for development and maintenance by assessing a 3.00% convenience fee to payments that are transacted through this service. REJIS reserves the right to adjust the convenience fee in the future to recover costs or to fulfill obligations to any payment processor service provider that support this service. The Court will be notified of all cost adjustments.

REJIS will calculate their convenience fee based on the total fine and court cost due on the case. The payment processor fee of 2.50% will be calculated based on the total fine, court cost and the REJIS convenience fee. This total payment amount will be displayed prior to processing at which time the payee may choose to pay or cancel the payment transaction.

The Court will assume responsibility for all fees that may be charged by the REJIS approved payment processor.

Negotiation and responsibility for fees assessed by the payment processor are the responsibility of the court.

## **Intellectual Property**

As implied under the REJIS operating charter to support regional government entities, REJIS will retain ownership of the developed software and will make it available to any/all regional government entity (entities) that can utilize this capability. REJIS retains title and all copyrights, trade secrets, and intellectual property rights to the software. The Court agrees that the software will not be disclosed, given, sold to, or used by another party without approval of REJIS.

## **Warranty**

REJIS warrants that the software will substantially perform in accordance with software specifications. REJIS will use its best effort to promptly correct any malfunction. REJIS does not make any other warranties, expressed or implied, nor does REJIS warrant the operation of

the software will be uninterrupted or error-free. The Court warrants that it will not use the software for any purpose other than as an on-line payment service, and that it will use the software in a manner consistent with the training provided by REJIS.

## Training

Training on this service will be provided to the Court at no cost. Training can be conducted on line by conference call.

## Future Service Enhancements

The parties agree that throughout the term of this Agreement, it may become necessary to develop various enhancements to meet the specific needs of the users. If Court requests REJIS to develop and implement any future enhancements, the mutually agreed-upon terms, conditions, and fees shall be documented in writing or by email between authorized representatives of the Court and REJIS, without a need for formal amendment to this Agreement.

## Termination

The Court reserves the right to terminate this Agreement for either cause or default on the part of REJIS, by providing thirty (30) days written notice of such termination to REJIS. The parties agree that upon termination, the Court shall cease using the software. REJIS reserves the right to terminate this Agreement, for cause or convenience, by providing ninety (90) days written notice to the Court.

## Proposal Agreement

This proposal is valid for forty five days from issuance date. If quotes from vendors for hardware/software requests are part of this proposal the final price may fluctuate and will be adjusted accordingly during the billing process.

**Juli Hurley**  
Court Clerk  
City of Bonner Springs

**David Pudlowski**  
Director, Client Services  
REJIS

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

11-1-16  
\_\_\_\_\_  
Date

## System Acceptance

REJIS has delivered the work product described in this proposal. After review, I agree it satisfactorily provides the functions defined in the proposal and accept it.

*Note: Either the System Acceptance must be signed within fifteen (15) days of the system's implementation or an extension must be filed by the client. If an extension is requested, please contact your Client Representative.*

**Juli Hurley**  
**Court Clerk**  
**City of Bonner Springs**

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*Signature*

---

*Date*

## ACTION FOR CONSENT AGENDA

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

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

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

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

Staff Present: \_\_\_\_\_

## REGULAR AGENDA

**The City Council will consider the following items individually.**

**ITEM NO. 19.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: TIF Resolution for Westgate Development**

**ACTION: Make a Motion to Approve a Resolution to Set a Public Hearing to Consider the Establishment of a Redevelopment District in the City of Bonner Springs**

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

This resolution sets a public hearing to consider the establishment of a TIF district for the Westgate development at 118th & State Avenue.

The calendar of events for the establishment of the TIF district is enclosed as well as the resolution. The applicant will be present to provide comment regarding the need for the TIF in accordance with the City's TIF Policy.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION PROVIDING FOR NOTICE TO BE GIVEN FOR A PUBLIC HEARING TO CONSIDER THE ESTABLISHMENT OF A REDEVELOPMENT DISTRICT IN THE CITY OF BONNER SPRINGS, KANSAS, PURSUANT TO K.S.A. 12-1770 *ET SEQ.* (WESTGATE REDEVELOPMENT DISTRICT).**

**WHEREAS**, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the “Act”), the City of Bonner Springs, Kansas (the “City”) is authorized to assist in the development and redevelopment of eligible areas within the City in order to promote, stimulate and develop the general and economic welfare of the State of Kansas and its communities;

**WHEREAS**, pursuant to the Act, the City must adopt a resolution stating that the City is considering the establishment of redevelopment district and include in such resolution notice that a public hearing will be held to consider the establishment of said redevelopment district;

**WHEREAS**, the City hereby finds and determines it desirable to encourage the development and redevelopment of certain real property within the City generally located at the southwest corner of State Avenue and North 118<sup>th</sup> Street and to consider the establishment of a tax increment financing redevelopment district at such location (the “Redevelopment District”);

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

**Section 1.** A public hearing to consider the establishment of the Redevelopment District shall be held on January 23, 2017, at 7:30 p.m., central time (or as soon thereafter as is practical), in the City Council Chambers at City Hall, 205 E. 2<sup>nd</sup> Street, Bonner Springs, Kansas.

**Section 2.** The proposed boundaries of the Redevelopment District shall be as set forth in **Exhibit A** attached to this Resolution.

**Section 3.** The preliminary redevelopment district plan for the redevelopment is described in **Exhibit B** attached to this Resolution.

**Section 4.** A description and map of the proposed Redevelopment District shall be available for inspection during regular office hours in the office of the City Clerk at City Hall.

**Section 5.** The Governing Body of the City shall consider such further findings necessary for the establishment of the Redevelopment District.

**Section 6.** A copy of this Resolution shall be sent by certified mail, return receipt requested, to the Board of Commissioners of the Unified Government of Wyandotte County/Kansas City, Kansas, and the Board of Education of Unified School District No. 204 of Wyandotte County, Kansas. Copies of this Resolution also shall be mailed by certified mail, return receipt requested, to each owner and occupant of land within the proposed Redevelopment

District not more than 10 days following the date of adoption of this Resolution. This Resolution and **Exhibit A** and **Exhibit B** attached to this Resolution and a map delineating the area to be included in the Redevelopment District attached hereto as **Exhibit C** shall be published once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing.

**Section 7.** This Resolution shall be in full force and effect from and after its adoption.

**ADOPTED** by the City Council of the City of Bonner Springs, Kansas, on December 19, 2016.

**CITY OF BONNER SPRINGS, KANSAS**

(Seal)

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

ATTEST:

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

## EXHIBIT A

### PROPOSED BOUNDARIES OF REDEVELOPMENT DISTRICT

The North ½ of the Northeast Quarter of Section 9, Township 11, Range 23, Wyandotte County, Kansas, less that part taken condemned or used for public road purposes;

AND

Any and all public right-of-way immediately adjacent to the above described land;

LESS the following:

A tract of land in the North Half of the Northeast Quarter of Section 9, Township 11, Range 23 in Kansas City, Wyandotte County, Kansas, being more particularly described as follows: Beginning at the intersection of the South line of said North Half of the Northeast Quarter with the West right-of-way line of 118th Street, said point lying South 87 degrees 52 minutes 23 seconds West, a distance of 20.00 feet from the Southeast corner of said North Half; thence South 87 degrees 52 minutes 23 seconds West along said North line, a distance of 21.45 feet to a point on a curve, concave Easterly, having a radius of 1689.02 feet and a radial bearing of South 79 degrees 07 minutes 14 seconds West; thence Northwesterly along said curve, through a central angle of 08 degrees 29 minutes, 57 seconds, a distance of 250.55 feet; thence North 02 degrees 22 minutes 48 seconds West, a distance of 983.49 feet; thence North 33 degrees 11 minutes 57 seconds West, a distance of 29.28 feet; thence South 87 degrees 44 minutes 35 seconds West; a distance of 584.75 feet; thence North 02 degrees 15 minutes 25 seconds West, a distance of 15 feet to the South line of the North 60.00 feet of said Northeast Quarter, said point lying on the South right-of-way line of State Avenue, as it now exists; thence North 87 degrees 44 minutes 35 seconds East along said right-of-way line, a distance of 379.72 feet; thence south 02 degrees 22 minutes 48 seconds East along said right-of-way line, a distance of 5.60 feet; thence North 87 degrees 44 minutes 35 seconds East along said right-of-way line, a distance of 240.00 feet to the West line of the East 40.00 feet of said Northeast Quarter, said point lying on the West right-of-way line of 118th Street as it now exists; thence South 02 degrees 22 minutes 48 seconds East along said right-of-way line, a distance of 234.40 feet; thence North 87 degrees 44 minutes 35 seconds East along said right-of-way line, a distance of 20.00 feet; thence South 02 degrees 22 minutes 48 seconds East along said right-of-way line, a distance of 1033.25 feet to the point of beginning.

## **EXHIBIT B**

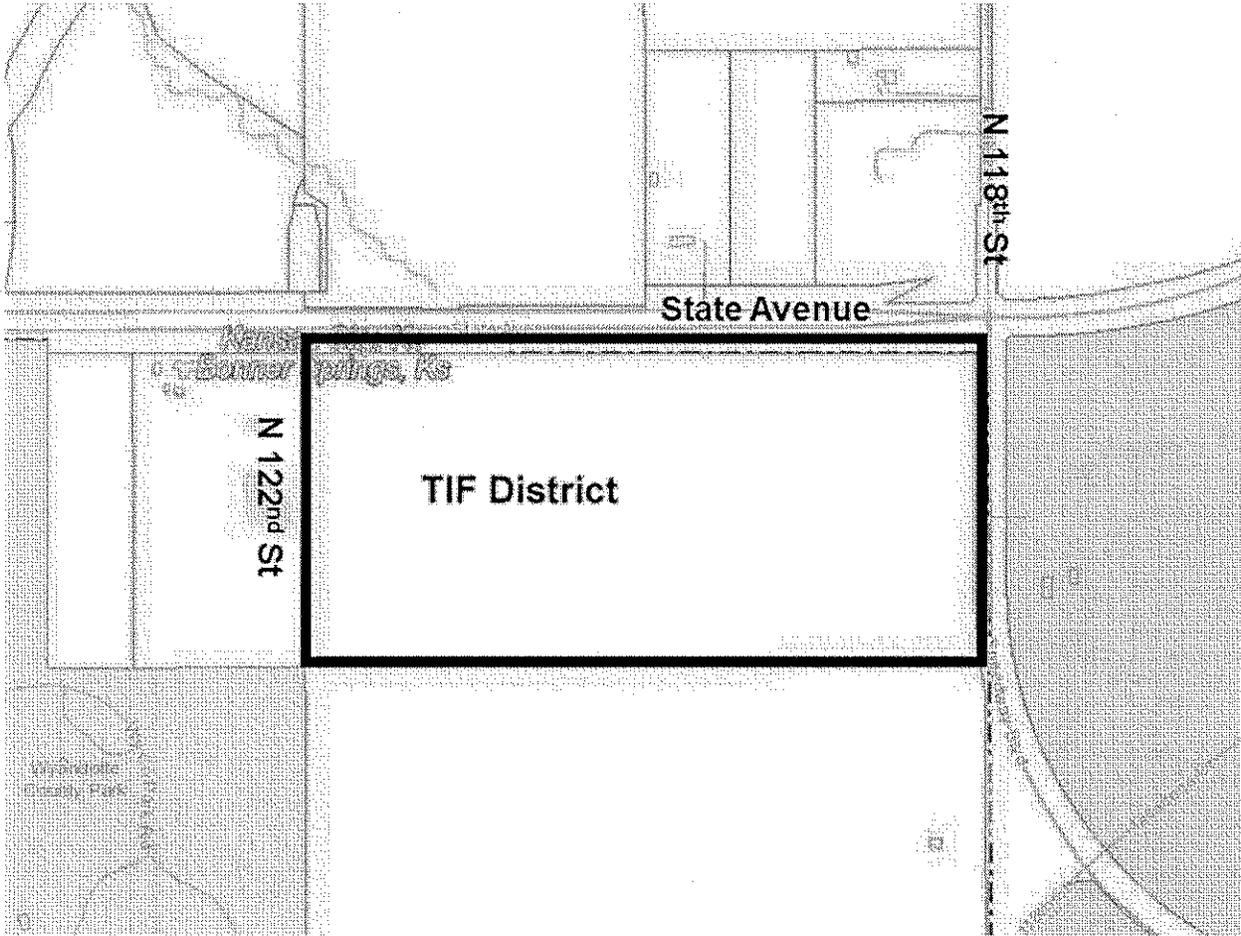
### **PRELIMINARY REDEVELOPMENT DISTRICT PLAN**

The Redevelopment District will consist of three redevelopment project areas, and a general description of the buildings, facilities and improvements that are proposed to be constructed or improved in each redevelopment project area is as follows:

- Project Area 1 (generally located in the western portion of the Redevelopment District) – Approximately sixty-nine (69) triplex residential units and approximately one hundred twelve (112) duplex residential units, along with associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities and other associated and appurtenant structures and facilities.
- Project Area 2 (generally located in the northeast portion of the Redevelopment District) – Approximately seven (7) buildings totaling approximately 77,200 square feet to be utilized for a mixture of uses including commercial, retail, restaurant and office, along with associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities and other associated and appurtenant structures and facilities.
- Project Area 3 (generally located in the southeast portion of the Redevelopment District) – One (1) approximately 125-room hotel, one (1) assisted living facility of approximately one hundred fifty (150) units and approximately six (6) apartment buildings (including a clubhouse facility) containing approximately one hundred eighty (180) units, along with associated site work, infrastructure, utilities, storm water control, access, street improvements, landscaping, lighting, parking facilities and other associated and appurtenant structures and facilities.

**EXHIBIT C**

**MAP OF PROPOSED REDEVELOPMENT DISTRICT**



**ITEM NO. 20.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Resolution to Approve the Public Housing 2017 Operating Budget**

**ACTION: Make a Motion to Approve a Resolution to Approve the Public Housing Authority 2017 Budget**

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

Enclosed is a memorandum that provides the recommendation for approval of the Public Housing Authority's Budget, a Resolution for approval by the City Council and spreadsheets that provide budget information for 2011 through 2017.

*City of Bonner Springs*  
*Public Housing Authority*



Public Housing Staff Report Memorandum

Date: December 19, 2016  
To: Mayor & City Council  
Through: Sean Pederson, City Manager  
From: Carrie Newton, PHA Executive Director  
  
Subject: Resolution to Approve FY 2017 PHA Operating Budget

**Recommendation:**

Staff recommends approval of the Resolution to approve the FY 2017 operating budget.

**Discussion:**

The Public Housing Authority (PHA) Operating Budget and Board Resolution approving the budget for FY 2017 are enclosed for Council consideration and approval.

The enclosed 2017 budget estimates that the PHA will receive 81% of the operating subsidy calculated from the 2016 Department of Housing and Urban Development (HUD) subsidy forms. In 2016, The PHA received 90% of the operating subsidy calculation from the HUD subsidy forms. The 2017 forms will be submitted to HUD in January, so the final 2017 funding level will not be known until congress makes some decisions regarding the overall budget.

In 2016, staff learned that PHAs with less than 250 units are allowed to transfer Capital Funds to the Operating Fund. In April of 2016, the 2016 budget was amended to allow this transfer and process project costs through the Operating Fund. Transferring Capital Funds to the Operating Fund reduces the number of funds to manage as well as eliminates processing withdrawals from the Capital Fund account each time a project purchase is made. The 2017 budget reflects a transfer of Capital Funds from the Capital Fund to the Operating Fund.

**Financial Impact:**

The Housing Authority is funded entirely by federal monies. No city funding is budgeted for Housing Authority expenditures, however, the City Council serves as the Governing Board of the Bonner Springs Housing Authority.

The proposed budget leaves a reserve balance to carryover to 2018 of \$125,906 which is approximately 5.21 months of expenditures based on the 2017 budget. HUD recommends 3-6 months reserve carryover. The PHA Board Resolution, form HUD-52574, if approved, represents the Board's approval of the 2017 Operating Budget as submitted for your consideration as well as certifying that the Housing Authority is in compliance with the six (6) items as identified in the Board Resolution.

**PHA Board Resolution**  
Approving Operating Budget

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing -  
Real Estate Assessment Center (PIH-REAC)

OMB No. 2577-0026  
(exp. 07/31/2019)

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This information is required by Section 6(c)(4) of the U.S. Housing Act of 1937. The information is the operating budget for the low-income public housing program and provides a summary of the proposed/budgeted receipts and expenditures, approval of budgeted receipts and expenditures, and justification of certain specified amounts. HUD reviews the information to determine if the operating plan adopted by the public housing agency (PHA) and the amounts are reasonable, and that the PHA is in compliance with procedures prescribed by HUD. Responses are required to obtain benefits. This information does not lend itself to confidentiality.

PHA Name: Bonner Springs Housing Authority

PHA Code: KS009

PHA Fiscal Year Beginning: January 1, 2017

Board Resolution Number:

Acting on behalf of the Board of Commissioners of the above-named PHA as its Chairperson, I make the following certifications and agreement to the Department of Housing and Urban Development (HUD) regarding the Board's approval of (check one or more as applicable):

DATE

- Operating Budget approved by Board resolution on:
- Operating Budget submitted to HUD, if applicable, on:
- Operating Budget revision approved by Board resolution on:
- Operating Budget revision submitted to HUD, if applicable, on:

12/19/2016

I certify on behalf of the above-named PHA that:

1. All statutory and regulatory requirements have been met;
2. The PHA has sufficient operating reserves to meet the working capital needs of its developments;
3. Proposed budget expenditure are necessary in the efficient and economical operation of the housing for the purpose of serving low-income residents;
4. The budget indicates a source of funds adequate to cover all proposed expenditures;
5. The PHA will comply with the wage rate requirement under 24 CFR 968.110(c) and (f); and
6. The PHA will comply with the requirements for access to records and audits under 24 CFR 968.110(i).

I hereby certify that all the information stated within, as well as any information provided in the accompaniment herewith, if applicable, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012.31, U.S.C. 3729 and 3802)

Print Board Chairperson's Name:	Signature:	Date:

BONNER SPRINGS HOUSING AUTHORITY  
OPERATING BUDGET

	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 BUDGET	2016 AMENDED	2016 ESTIMATED	2017 PROPOSED
Dwelling Rentals	\$105,179	\$107,530	\$103,798	\$100,000	\$100,000	\$115,000	\$115,000
Excess Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Nondwelling Rentals	\$4,080	\$2,040	\$0	\$0	\$0	\$0	\$0
<b>TOTAL RENTAL INCOME</b>	<b>\$109,259</b>	<b>\$109,570</b>	<b>\$103,798</b>	<b>\$100,000</b>	<b>\$100,000</b>	<b>\$115,000</b>	<b>\$115,000</b>
Interest on General Fund Investments	\$361	\$366	\$365	\$370	\$370	\$350	\$350
Other Operating Receipts	\$8,236	\$6,735	\$5,454	\$4,000	\$4,000	\$4,500	\$4,000
<b>TOTAL OPER. RECEIPTS/EXCLUD. HUD CONT.</b>	<b>\$117,856</b>	<b>\$116,671</b>	<b>\$109,617</b>	<b>\$104,370</b>	<b>\$104,370</b>	<b>\$119,850</b>	<b>\$119,350</b>
<b>OPERATING EXPENDITURES:</b>							
<b>ADMINISTRATION:</b>							
Salaries	\$73,767	\$42,840	\$37,040	\$41,500	\$41,500	\$43,850	\$48,360
Legal Expense	\$700	\$1,485	\$1,083	\$1,000	\$1,000	\$1,000	\$2,000
Staff Training		\$1,020	\$500	\$500	\$500	\$0	\$500
Travel	\$677	\$915	\$44	\$500	\$500	\$10	\$500
Accounting Fees	\$2,075	\$2,230	\$2,019	\$2,500	\$2,500	\$2,500	\$2,500
Admin. Expenses other Than Salaries	\$11,343	\$12,878	\$9,838	\$11,200	\$11,200	\$9,200	\$9,000
<b>Total Administration Expenses</b>	<b>\$88,562</b>	<b>\$61,168</b>	<b>\$50,024</b>	<b>\$57,200</b>	<b>\$57,200</b>	<b>\$56,560</b>	<b>\$62,860</b>
<b>TENANT SERVICES:</b>							
Rec., Publ. & Other Services	\$32	\$11	\$21	\$1,250	\$1,250	\$1,250	\$1,250
<b>Total Tenant Services Expenses</b>	<b>\$32</b>	<b>\$11</b>	<b>\$21</b>	<b>\$1,250</b>	<b>\$1,250</b>	<b>\$1,250</b>	<b>\$1,250</b>
<b>UTILITIES:</b>							
Water	\$9,129	\$7,414	\$10,162	\$10,500	\$10,500	\$12,125	\$12,000
Electricity	\$24,463	\$25,394	\$26,494	\$29,000	\$29,000	\$27,000	\$27,000
Gas	\$4,859	\$6,093	\$3,732	\$5,500	\$5,500	\$3,750	\$3,750
Other Utilities Expense	\$15,236	\$14,307	\$17,588	\$16,000	\$16,000	\$20,700	\$21,000
<b>Total Utilities Expenses</b>	<b>\$53,687</b>	<b>\$53,208</b>	<b>\$57,976</b>	<b>\$61,000</b>	<b>\$61,000</b>	<b>\$63,575</b>	<b>\$63,750</b>
<b>ORDINARY MAINT. &amp; OPERATION:</b>							
Labor	\$13,548	\$21,657	\$39,878	\$38,560	\$38,560	\$38,760	\$38,980
Materials	\$10,843	\$10,143	\$11,498	\$12,000	\$12,000	\$12,000	\$10,000
Contract Costs	\$36,282	\$37,796	\$21,402	\$22,000	\$22,000	\$29,000	\$29,000
<b>Total Ord. Maint. &amp; Oper. Expenses</b>	<b>\$60,673</b>	<b>\$69,596</b>	<b>\$72,778</b>	<b>\$72,560</b>	<b>\$72,560</b>	<b>\$79,760</b>	<b>\$77,980</b>

BONNER SPRINGS HOUSING AUTHORITY  
OPERATING BUDGET

	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 BUDGET	2016 AMENDED	2016 ESTIMATED	2017 PROPOSED
<b>PROTECTIVE SERVICES:</b>							
Protective Services	\$500	\$1,601	\$1,643	\$1,600	\$1,600	\$700	\$700
<b>Total Protective Services</b>	<b>\$500</b>	<b>\$1,601</b>	<b>\$1,643</b>	<b>\$1,600</b>	<b>\$1,600</b>	<b>\$700</b>	<b>\$700</b>
<b>GENERAL EXPENSES:</b>							
Insurance	\$19,388	\$20,660	\$20,452	\$21,066	\$21,698	\$21,698	\$22,000
Compensated Absences	(\$21,875)	(\$1,045)	\$804	\$0	\$0	\$0	\$0
Employee Benefit Contributions	\$28,819	\$16,826	\$25,317	\$30,000	\$30,000	\$30,000	\$34,625
Collection Losses	\$9,742	\$3,984	(\$197)	\$5,000	\$5,000	\$6,500	\$5,000
<b>Total General Expenses</b>	<b>\$36,074</b>	<b>\$40,445</b>	<b>\$46,376</b>	<b>\$56,066</b>	<b>\$56,698</b>	<b>\$58,198</b>	<b>\$61,625</b>
<b>TOTAL ROUTINE EXPENSES</b>	<b>\$241,528</b>	<b>\$226,029</b>	<b>\$228,818</b>	<b>\$249,666</b>	<b>\$250,298</b>	<b>\$260,033</b>	<b>\$268,165</b>
<b>NONROUTINE EXPENDITURES:</b>							
Extraordinary Maintenance	\$5,843	\$11,204	\$2,000	\$2,000	\$2,000	\$7,000	\$7,000
Replacement of Equipment		\$4,982	\$449	\$2,000	\$2,000	\$15,000	\$15,000
Property Betterments & Additions				\$135,000	\$135,000	\$105,000	\$64,653
<b>TOTAL NONROUTINE EXPENDITURES</b>	<b>\$5,843</b>	<b>\$16,186</b>	<b>\$449</b>	<b>\$4,000</b>	<b>\$139,000</b>	<b>\$127,000</b>	<b>\$86,653</b>
<b>TOTAL OPERATING EXPENDITURES</b>	<b>\$247,371</b>	<b>\$242,215</b>	<b>\$229,267</b>	<b>\$253,666</b>	<b>\$389,298</b>	<b>\$387,033</b>	<b>\$354,818</b>
<b>EXCESS/(DEFICIT)</b>	<b>(\$129,515)</b>	<b>(\$125,544)</b>	<b>(\$119,650)</b>	<b>(\$149,296)</b>	<b>(\$284,928)</b>	<b>(\$267,183)</b>	<b>(\$235,468)</b>

\$24,180.42 per month operating cost

BONNER SPRINGS HOUSING AUTHORITY  
OPERATING BUDGET

	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 BUDGET	2016 AMENDED	2016 ESTIMATED	2017 PROPOSED
<b>OTHER HUD CONTRIBUTIONS</b>							
Operating Subsidy	\$120,536	\$128,157	\$121,990	\$110,000	\$110,000	\$133,429	\$120,000
Capital Funds	\$30,660	\$0	\$39,465	\$20,000	\$66,280	\$51,956	\$45,000
<b>TOTAL OTHER HUD CONTRIBUTIONS</b>	<b>\$151,226</b>	<b>\$128,157</b>	<b>\$161,475</b>	<b>\$130,000</b>	<b>\$176,280</b>	<b>\$185,385</b>	<b>\$165,000</b>
<b>RESIDUAL RECEIPTS (DEFICIT) - BEFORE PROVISION</b>	<b>\$21,711</b>	<b>\$2,513</b>	<b>\$41,825</b>	<b>(\$19,296)</b>	<b>(\$108,648)</b>	<b>(\$51,796)</b>	<b>(\$70,466)</b>
<b>RESERVE JAN 1</b>	<b>\$213,098</b>	<b>\$234,809</b>	<b>\$236,346</b>	<b>\$278,171</b>	<b>\$278,171</b>	<b>\$278,171</b>	<b>\$196,373</b>
<b>RESERVE DEC 31</b>	<b>\$234,809</b>	<b>\$237,422</b>	<b>\$278,171</b>	<b>\$258,876</b>	<b>\$169,524</b>	<b>\$196,373</b>	<b>\$125,905</b>
<b>ADJUSTMENT FOR ACCRUALS</b>		<b>(\$1,076)</b>					
<b>EXPENDABLE FUND BALANCE DEC 31</b>	<b>\$234,809</b>	<b>\$236,346</b>	<b>\$278,171</b>	<b>\$258,876</b>	<b>\$169,524</b>	<b>\$196,373</b>	<b>\$125,905</b>

5.21 # of months expendable cash

BONNER SPRINGS HOUSING AUTHORITY  
OPERATING BUDGET

	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 BUDGET	2016 AMENDED	2016 ESTIMATED	2017 PROPOSED
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BONNER SPRINGS HOUSING AUTHORITY  
OPERATING BUDGET

	2013 ACTUAL	2014 ACTUAL	2015 ACTUAL	2016 BUDGET	2016 AMENDED	2016 ESTIMATED	2017 PROPOSED
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DETAILED BREAKDOWN OF:

ADMIN EXP OTHER THAN SALARIES

PUBLICATIONS	\$344	\$577	\$38	\$300	\$300	\$300	\$200
DUES	\$405	\$140	\$270	\$300	\$300	\$300	\$300
TELEPHONE	\$3,018	\$3,073	\$3,077	\$3,000	\$3,000	\$3,000	\$3,000
OFFICE SUPP	\$1,817	\$717	\$407	\$600	\$600	\$600	\$500
ADM. CONTRACTS - COMPUTER	\$5,079	\$7,126	\$5,236	\$6,000	\$6,000	\$4,000	\$4,000
SUNDRY	\$860	\$1,045	\$810	\$1,000	\$1,000	\$1,000	\$1,000
<b>TOTAL ADMIN EXP OTHER THAN SALARIES</b>	<b>\$11,343</b>	<b>\$12,678</b>	<b>\$9,838</b>	<b>\$11,200</b>	<b>\$11,200</b>	<b>\$9,200</b>	<b>\$9,000</b>

BETTERMENTS AND ADDITIONS

Software System				\$0	\$0	0	\$9,000
Paint Hallways - VD				\$0	\$0	0	\$17,323
Countertop Install				\$0	\$0	0	\$4,930
Bathroom Remodel				\$115,000	\$115,000	\$105,000	\$0
Parking Lot Asphalt				\$20,000	\$20,000	\$0	\$25,000
Handicap Button				0	0	0	\$2,400
Ceiling Tile				0	0	0	\$6,000
<b>TOTAL BETTERMENTS AND ADDITIONS</b>				<b>\$135,000</b>	<b>\$135,000</b>	<b>\$105,000</b>	<b>\$64,653</b>

**ITEM NO. 21.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Pay Plan Ordinance**

**ACTION: Make a Motion to Approve an Ordinance to Amend the Pay Plan**

**RECOMMENDATION: The City Manager and Human Resources Director Recommend Approval**

The amendment to the Pay Plan Ordinance includes Tables A, B, and C. Table B reflects the Pay Plan for 24-hour shift Emergency Medical (EMS) employees. Table C reflects the Pay Plan for Public Transit employees.

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE AMENDING THE PAY PLAN FOR THE CITY OF BONNER SPRINGS, KANSAS TO PROMOTE AND INCREASE EFFECTIVE CITY SERVICES, MAKE CITY SERVICE ATTRACTIVE AS A CAREER, ESTABLISH AND MAINTAIN A FAIR AND UNIFORM PLAN FOR PERFORMANCE EVALUATION AND COMPENSATION, PROVIDE GOOD WORKING RELATIONSHIPS, AND ESTABLISH EQUITABLE COMPENSATION RATES.**

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

**Section I:** Section II. of Ordinance No. 2439 is hereby amended to read:

“The Bonner Springs Personnel Pay Plan for City Employees dated December 19, 2016 is hereby incorporated in this ordinance as if fully set out herein.”

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

**Passed and Approved by the City Council and Signed by the Mayor of the City of Bonner Springs, Kansas, this 19<sup>th</sup> Day of December, 2016.**

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

Attest:

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

(Seal)

**City of Bonner Springs  
2017 Step and Grade System (Table A)**

Grade		Minimum																Maximum
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	
10	Animal Control; Customer Service; Facilities & Parks Assistant; Maintenance Worker I; Records Clerk; Court Clerk (PT)	\$ 13.62	\$ 13.97	\$ 14.33	\$ 14.68	\$ 15.04	\$ 15.39	\$ 15.74	\$ 16.10	\$ 16.45	\$ 16.81	\$ 17.16	\$ 17.52	\$ 17.87	\$ 18.22	\$ 18.58	\$ 18.93	
11	Accounts Payable Clerk; Maintenance Worker II; Meter Technician; Utility Billing Clerk	\$ 14.71	\$ 15.10	\$ 15.49	\$ 15.89	\$ 16.28	\$ 16.67	\$ 17.06	\$ 17.46	\$ 17.85	\$ 18.24	\$ 18.63	\$ 19.02	\$ 19.42	\$ 19.81	\$ 20.20	\$ 20.59	
12	RESERVED	\$ 15.89	\$ 16.32	\$ 16.75	\$ 17.19	\$ 17.62	\$ 18.06	\$ 18.49	\$ 18.93	\$ 19.36	\$ 19.79	\$ 20.23	\$ 20.66	\$ 21.10	\$ 21.53	\$ 21.97	\$ 22.40	
13	Director of Senior Center; Recreation Coordinator; Environmental Code Officer; Building Maintenance; Maintenance Worker III; Sexton; PHA Maintenance; Admin. Assistant; Accounting Assistant; Court Clerk; Police (Patrol) Officer I	\$ 17.32	\$ 17.79	\$ 18.26	\$ 18.74	\$ 19.21	\$ 19.68	\$ 20.16	\$ 20.63	\$ 21.10	\$ 21.58	\$ 22.05	\$ 22.52	\$ 23.00	\$ 23.47	\$ 23.94	\$ 24.42	
14	Police (Patrol) Officer II; Deputy City Clerk	\$ 18.87	\$ 19.39	\$ 19.91	\$ 20.42	\$ 20.94	\$ 21.45	\$ 21.97	\$ 22.49	\$ 23.00	\$ 23.52	\$ 24.03	\$ 24.55	\$ 25.07	\$ 25.58	\$ 26.10	\$ 26.61	
15	Utility Foreman; Public Works Foreman; Chief Collections Operator; Chief Distribution Operator	\$ 20.57	\$ 21.14	\$ 21.70	\$ 22.26	\$ 22.82	\$ 23.38	\$ 23.95	\$ 24.51	\$ 25.07	\$ 25.63	\$ 26.20	\$ 26.76	\$ 27.32	\$ 27.88	\$ 28.45	\$ 29.01	
16	Master Patrol Officer; Economic Development Coordinator; Director of Public Housing; Chief Plant Operator; Parks Maintenance Supervisor	\$ 22.63	\$ 23.25	\$ 23.87	\$ 24.49	\$ 25.10	\$ 25.72	\$ 26.34	\$ 26.96	\$ 27.58	\$ 28.20	\$ 28.82	\$ 29.43	\$ 30.05	\$ 30.67	\$ 31.29	\$ 31.91	
17	Police Sergeant	\$ 24.89	\$ 25.57	\$ 26.25	\$ 26.93	\$ 27.62	\$ 28.30	\$ 28.98	\$ 29.66	\$ 30.34	\$ 31.02	\$ 31.70	\$ 32.38	\$ 33.06	\$ 33.74	\$ 34.42	\$ 35.10	
18	Superintendent of Utility Operations	\$ 27.38	\$ 28.15	\$ 28.92	\$ 29.68	\$ 30.45	\$ 31.22	\$ 31.98	\$ 32.75	\$ 33.52	\$ 34.28	\$ 35.05	\$ 35.82	\$ 36.58	\$ 37.35	\$ 38.12	\$ 38.88	
19	City Clerk; Building Official; Project Manager; EMS Chief; Human Resources Manager; Police Captain; City Planner; Assistant Director of Public Works	\$ 30.12	\$ 30.98	\$ 31.85	\$ 32.71	\$ 33.58	\$ 34.44	\$ 35.30	\$ 36.17	\$ 37.03	\$ 37.89	\$ 38.76	\$ 39.62	\$ 40.48	\$ 41.35	\$ 42.21	\$ 43.07	
20	Director of Parks & Recreation	\$ 33.13	\$ 34.11	\$ 35.08	\$ 36.05	\$ 37.02	\$ 37.99	\$ 38.97	\$ 39.94	\$ 40.91	\$ 41.88	\$ 42.85	\$ 43.82	\$ 44.80	\$ 45.77	\$ 46.74	\$ 47.71	
21	Director of Finance; Chief of Police; Director of Public Works (Utilities)	\$ 36.45	\$ 37.54	\$ 38.63	\$ 39.73	\$ 40.82	\$ 41.91	\$ 43.01	\$ 44.10	\$ 45.19	\$ 46.29	\$ 47.38	\$ 48.47	\$ 49.57	\$ 50.66	\$ 51.75	\$ 52.85	
22	RESERVED	\$ 40.46	\$ 41.67	\$ 42.88	\$ 44.10	\$ 45.31	\$ 46.52	\$ 47.74	\$ 48.95	\$ 50.17	\$ 51.38	\$ 52.59	\$ 53.81	\$ 55.02	\$ 56.23	\$ 57.45	\$ 58.66	
23	RESERVED	\$ 45.31	\$ 46.67	\$ 48.03	\$ 49.39	\$ 50.75	\$ 52.11	\$ 53.47	\$ 54.83	\$ 56.19	\$ 57.54	\$ 58.90	\$ 60.26	\$ 61.62	\$ 62.98	\$ 64.34	\$ 65.70	
24	City Manager	\$ 50.75	\$ 52.30	\$ 53.86	\$ 55.42	\$ 56.97	\$ 58.53	\$ 60.09	\$ 61.64	\$ 63.20	\$ 64.75	\$ 66.31	\$ 67.87	\$ 69.42	\$ 70.98	\$ 72.54	\$ 74.09	
* As approved by the City Manager, positions not listed above will be assigned by wage based on market conditions and budget authority																		

City of Bonner Springs  
 2017 Step and Grade System (Table B - 24 hr EMS)

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
1	EMT	\$ 8.12	\$ 8.32	\$ 8.52	\$ 8.72	\$ 8.92	\$ 9.12	\$ 9.32	\$ 9.52	\$ 9.72	\$ 9.92	\$ 10.12	\$ 10.32	\$ 10.52	\$ 10.72	\$ 10.92	\$ 11.12
2	RESERVED	\$ 10.47	\$ 10.73	\$ 10.99	\$ 11.25	\$ 11.51	\$ 11.77	\$ 12.03	\$ 12.28	\$ 12.54	\$ 12.80	\$ 13.06	\$ 13.32	\$ 13.58	\$ 13.83	\$ 14.09	\$ 14.35
3	Paramedic	\$ 13.62	\$ 13.95	\$ 14.29	\$ 14.62	\$ 14.96	\$ 15.30	\$ 15.63	\$ 15.97	\$ 16.30	\$ 16.64	\$ 16.98	\$ 17.31	\$ 17.65	\$ 17.98	\$ 18.32	\$ 18.66

City of Bonner Springs  
2017 Step and Grade System (Table C - Public Transit)

Grade		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16
1	Transit Driver	\$ 10.04	\$ 10.23	\$ 10.41	\$ 10.60	\$ 10.79	\$ 10.98	\$ 11.16	\$ 11.35	\$ 11.54	\$ 11.73	\$ 11.91	\$ 12.10	\$ 12.29	\$ 12.48	\$ 12.66	\$ 12.85
2	Dispatcher	\$ 11.24	\$ 11.46	\$ 11.68	\$ 11.90	\$ 12.11	\$ 12.33	\$ 12.55	\$ 12.77	\$ 12.98	\$ 13.20	\$ 13.42	\$ 13.64	\$ 13.85	\$ 14.07	\$ 14.29	\$ 14.51

**ITEM NO. 22.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Bid Award for Electronic Message Board**

**ACTION: Make a Motion to Approve the Purchase of an Electronic Video Message Board from Young Sign Company for a Cost not to Exceed \$22,847.**

**RECOMMENDATION: The City Manager, Finance Director, and Parks and Recreation Director Recommend Approval**

The enclosed memo provides the background and financial impact as well as the bid specifications and results.



## MEMO

Date: December 13, 2016  
To: Mayor and City Council  
Through: Sean Pederson, City Manager  
From: Skip Dobbs, Director  
Subject: Electronic Message Board

**Recommendation:** Approve the purchase of an Electronic Video Message Board from Young Sign Company for a cost not to exceed \$22,847.

**Background:** The 2016 Budget includes \$40,000 for an electronic sign. Of that amount, \$30,000 is budgeted in the Tourism Fund and \$10,000 in the Capital Improvement Fund. The City currently does not own an electronic video message board.

**Discussion:** Tourism requested electronic video message board bids with the following *primary specifications*:

- Single sided display
- 16mm or less Display Pixel Pitch
- Approximately 281 trillion color depth
- Ambient photo cell built into display
  - Auto dimmer and turn off
- Matrix of approximately 80 pixels tall by 150 pixels wide
- Display Area: maximum of 32 square feet (rectangle approximately 4' x 8')
- Minimum of 5 year parts warranty
- Remote Communication with board
- Control Software Specifications
  - Hosted cloud based software

The following four bids were received and opened on November 17, 2016:

- St. Joe Sign: \$18,900.00
- Luminous Neon, Inc.: \$21,057.77
- Young Sign Co.: \$22,847.00
- Odegard Sign: \$38,966.00

Upon reviewing the bids, St. Joe Sign's specifications did not meet the minimum requirements. Their bid was for a 19mm board instead of a 16mm or less. After a comparison of Luminous Neon, Inc. and Young Sign Company (see table below), the Parks Board and staff recommend purchasing the message board from Young Sign Company.

The 16mm or less pixel pitch is one of the most important requirements of the specifications because that determines how close the LED light bulbs are to each other, which in turn determines how many LED lights are on the sign. The lower the pixel pitch (mm), the closer the lights are to each other, thus the more fluid the video.

Daktronics is a renowned, reputable national company that sells scoreboards and electronic message boards. Their boards are found in school systems (including Bonner), parks, major sporting and concert venues, and cities across the United States.

Some venues you may have visited that have Daktronic boards\* are:

- Kansas University venues
- Kansas State University venues
- The K (Royals Stadium)
- Chief's Stadium
- Sprint Center
- Sporting KC

\*These boards have a better Pixel Pitch than the model we propose.

	<b>Luminous Neon, Inc.</b>	<b>Young Sign Co. (Daktronics)</b>
Bid - including remote access	<b>\$22,152</b>	\$22,847
Warranty	5 yr parts and labor	5 yr parts and labor
Training	Yes	Yes
Temperature probe	No	<b>Yes</b>
Electrical Transformer needed	Yes - add'l cost	<b>None needed</b>
<b>Matrix (# of lights)</b>	72 rows x 144 columns – 10,368	<b>80 rows x 150 columns – 12,000</b>
<b>Pixel Pitch</b> (how close the lights are to each other)	16mm	<b>15.85mm</b>
On/off timer	No – add'l cost	<b>Yes</b>
Remote connection	Cell phone based	<b>Cloud based internet</b>
	desk top only	<b>phone/pad/desk top</b> (access from field)
User Friendly	No	<b>Yes</b>
Graphics provided	Yes	Yes
Able to create own graphics	No	<b>Yes</b>
Closest like sign	Gardner	KCKCC
Number of like signs in area	6 within 100 miles	<b>10 within 46 miles</b>
Company location	Lenexa	Leavenworth

**Financial Impact:** The electronic video message board was budgeted at \$40,000 which includes the sign, installation, cabinet, and structure for the board to be encased. Once the sign has been purchased for \$22,847, the budget balance to complete the project will be \$17,153. The remaining portion of the project will not be completed until 2017 so a 2017 budget amendment will be needed to complete the project. Staff is currently working on designs for the structure that will hold the board.

Attachment: Picture shows the location the sign will be placed with an example of a structure to hold the board.

The attached picture of the structure is a design example only.



**YOUNG SIGN  
COMPANY**

QUALITY SIGN SYSTEMS & GRAPHICS SINCE 1978

326 Choctaw  
Leavenworth, KS  
913-651-5432

[youngsigncompany.com](http://youngsigncompany.com)

©Copyright 2016 by Young Sign Co., Inc. These plans are the exclusive property of Young Sign Co., Inc. and are the result of the original work of its employees. They are submitted to your company for the sole purpose of your consideration whether to purchase these plans or to purchase from Young Sign Co., Inc. a sign manufactured according to these plans. Distribution or exhibition of these plans to anyone other than employees of your company, or use of these plans to construct a sign similar to the one embodied herein, is expressly forbidden. In the event that such exhibition occurs, Young Sign Co., Inc. expects to be reimbursed not less than \$700.00 in compensation for time and effort expended in creating these plans.

DATE 11/30/2016 DESIGNER Ann Hoins

[ann@youngsigncompany.com](mailto:ann@youngsigncompany.com)

Estimate 44107  
City of Bonner Springs

17" Logo  
(non-illuminated)



**YOUNG SIGN  
COMPANY**

QUALITY SIGN SYSTEMS & GRAPHICS SINCE 1978

326 Choctaw  
Leavenworth, KS  
913-651-5432  
youngsigncompany.com

Estimate 44107  
City of Bonner Springs  
11/30/2016

**ITEM NO. 23.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Final Payment & Project Acceptance for Lion's Park Playground Equipment**

**ACTION: Make a Motion to Approve a Change Order, Final Payment to Fry and Associates for an Amount of \$110,587, and Accept the New Playground Project**

**RECOMMENDATION: The City Manager, Finance Director, and Parks and Recreation Director Recommend Approval**

The enclosed memo provides information on the project and the financial impact for the recommendation.



## MEMO

Date: December 12, 2016  
To: Mayor and City Council  
Through: Sean Pederson, City Manager  
From: Skip Dobbs, Director  
Subject: Acceptance & Final Payment for New Playground

### **Recommendation**

- Approve Change Order in the amount of \$840 to Fry and Associates.
- Approve Final Payment to Fry & Associates, Inc. in the amount of \$110,587 and accept the New Playground project as completed

### **Background**

The 2016 budget contained \$120,000 to replace the oldest playground in the Park system due to its deterioration. On September 12, 2016, City Council awarded the playground project bid to Fry and Associates for \$109,747. The concrete portion was bid separately and awarded to Tokic Construction at a cost of \$8,450. The playground was completed on November 18, with a ribbon cutting on Tuesday, November 22.

### **Discussion**

The NEO (electronic feature of the playground) was originally abutted to the playground. Staff feared a child running from the playground into the middle of a NEO game in process and getting knocked down or causing injury to a NEO participant. The footprint was redesigned moving the NEO to its current location in the park. This change amplified the unsymmetrical look of the playground footprint, so the footprint was adjusted.

The design change required more rubber surfacing for an additional cost of \$840.

### **Financial Impact**

The total cost of the project, including the change order and concrete, is \$119,037.00. The 2016 budget includes \$120,000 for the playground with \$110,000 in the General Fund and \$10,000 in the Recreation Programs Fund.

**ITEM NO. 24.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Final Payment & Project Acceptance for Street Project**

**ACTION: Make a Motion to Approve a Change Order, Final Payment to Harbour Construction Inc. in the Amount of \$339,466.10, and Accept the Street Project**

**RECOMMENDATION: The City Manager, Finance Director, Public Work and Utilities Director, and Project Manager Recommend Approval**

The enclosed memo provides information on the project and the financial impact for the recommendation.



# City of Bonner Springs



## MEMORADUM

Date: December 13, 2016  
To: City Manager, Sean Pederson  
Through: Public Works Director, Rick Sailer  
From: Project Manager, Matt Beets

### **Subject:**

**Approve Change Order & Final Payment and Accept the Mill & Overlay Street Project.**

### **Recommendation:**

- Approve Change Order in the amount of \$341.
- Approve Final Payment to Harbour Construction Inc. in the amount of \$339,466.10.
- Accept the 2016 Mill & Overlay Street Project for a total cost of \$339,466.10.

### **Background:**

On 16 June 2016, Staff released the Request for Bid for the 2016 Mill & Overlay (M&O) Project. On 04 August the City Clerk opened bids from five Contractors. The City Council awarded the project to Harbour Construction at the 12 September City Council meeting. A Pre-Construction meeting was held with the Contractor on 06 October.

### **Discussion:**

A Work Change Directive (WCD) was authorized by staff for final grading on the asphalt pad for the Salt Barn. Due to other obligations, City staff was unable to prepare the grading surface for asphalt. As a result, the City contacted the Contractor and arranged for them to finish the site preparation.

- WCD 1 – Final Grading and site prep for the salt barn pad = \$1,560.00

The Change Order in the amount of \$341.00 includes WCD 1 and deducts an amount of \$1,219.00 for “under-run” quantities on Woodend Road. Staff verified the final measurements during post-inspection of the Project and recommends approval.

Project acceptance by the City Council will initiate the two-year maintenance period.

### **Financial Impact:**

The total cost of the M&O Street Project is \$339,466.10. The Street portion of the project totaling \$324,687.10 will be paid from the 2016 Street Fund Budget. The asphalt pad for the Salt Barn totaling \$14,779.00 will be paid from the 2016 General Fund Public Works Budget.

**ITEM NO. 25.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

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

**ACTION: None**

**RECOMMENDATION:**

Report attached.

# City Managers Update

Date: December 15, 2016

To: Mayor and City Council

1. A timer has been installed for the NEO playground at Lions Park. 8am to 10pm
2. The City of Bonner Springs Emergency Medical Service (EMS) was the featured "Service Spotlight" in the Winter issue of the Kansas Emergency Medical Services Association (KEMSA) magazine – The Chronicle.
3. **Christmas/New Years' closures and trash/recycling information:**
  - The Library will be closed December 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>.
  - This year Christmas Day falls on Sunday, December 25, 2016 and New Year's Day falls on Sunday, January 1, 2017. Therefore, as the Holidays fall on Sunday, it will not impact trash and recycling services in the week of the holidays.
    - Trash and recycling will be picked up during the regular times Monday through Friday the week after Christmas, Monday December 26, 2016 through Friday, December 30, 2016.
    - In addition, the same applies for trash and recycling picked up on Monday through Friday the week after New Year's Day, January 2, 2017 through January 6, 2017.
  - Residents of Bonner Springs can drop off their tree for recycling December 26, 2016 through January 31, 2017. All tinsel, lights and ornaments must be removed. All drop off locations will be clearly marked with a sign.
    - Christmas tree drop off locations are as follows:
      - Stony Point Park - 527 N. 86<sup>th</sup>, Kansas City (North East corner of parking lot)
      - Alvey Park - 4834 Metropolitan, Kansas City (North side of the South parking lot)
      - City Park - 2601 Park Drive, Kansas City (In the park around the corner on the grass)
      - Wyandotte County Park - 631 N 126<sup>th</sup>, Bonner Springs (Ball field parking)
4. **Parks and Recreation:**
  - Dec. 19-22, 27-30 – Winter Break Camp – Camp Great Adventure returns for some winter fun! Open to ages 6-12 from 7:30am-5:30pm, children will play games, make crafts, and much more. Deadline for registration is the Wednesday before each session
  - Jan. 11 – Girls Volleyball Deadline: Open registration for girls in grades 2nd-8th, cost is \$45 for resident's and \$50 for non-residents.
  - Jan. 11 – Winter Job Fair in Community Center Gym

**ITEM NO. 26.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM:** City Council Items

**ACTION:** None

**RECOMMENDATION:**

**ITEM NO. 27.**

**City Council Regular Agenda  
Monday, December 19, 2016 – 7:30 p.m.**

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

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

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

**AGENDA ITEM: Mayor's Report**

**ACTION: None**

**RECOMMENDATION:**

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