



City of Bonner Springs

KANSAS

Monday, February 23, 2026

200 East Third Street, Bonner Springs, KS 66012
Bonner Springs City Hall
Council Chambers

WORKSHOP MEETING - 6:30 p.m.
REGULAR CITY COUNCIL MEETING - 7:30 p.m.

The meeting is open to the public.

WORKSHOP - 6:30 P.M.

1. Centennial Park Expansion

- Action No action to be taken - Discussion of the Centennial Park Expansion project.
- Recommendation Review presentation by staff and Shiner Holdings, LLC.
- Documents:

CITY COUNCIL MEETING - 7:30 P.M.

1. Wyandotte County District Attorney Mark DuPree

CITIZEN CONCERNS ABOUT ITEMS NOT ON TODAY'S AGENDA. (COPIES OF MATERIAL PRESENTED TO THE CITY COUNCIL MUST ALSO BE PROVIDED TO THE CITY CLERK.)

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

CONSENT AGENDA

1. Minutes of the February 9, 2026 City Council Meeting

- Action Make a motion to approve the minutes as presented.
- Recommendation
- Documents:
 - 1. 02092026 CCM Minutes

2. Claims for City Operations

- Action Make a motion to approve the claims for city operations as presented.
- Recommendation Staff recommends approval.
- Documents:
 - 1. Supplemental Check Register
 - 2. Supplemental Expense Approval Report
 - 3. Check Register
 - 4. Expense Approval Report

3. Appointments to Boards and Commissions

- Action Make a motion to approve the appointment to boards and Commissions as presented.
- Recommendation The Mayor recommends approval.
- Documents:

OLD BUSINESS

NEW BUSINESS

1. BSCP-02-24 - Comprehensive Plan Amendment - Future Land Use Map Amendment

- Action Make a motion to adopt an ordinance amending the Future Land Use Map of the Comprehensive Plan of Bonner Springs and its planning area.
- Recommendation The Planning Commission and Staff recommend approval.

Documents:

1. Complete Agenda Item-720 N. 118th- Comp Plan Change-BSCP-02-24 - Mattel
2. PC 7.16.24 Minutes
3. Ord. Comp Plan FLUM 720 N. 118th St - Mattel

2. BSRZ-03-25 - Rezoning - Bungalows at Bonner Springs

- Action
1. Make a motion to adopt an ordinance approving the rezoning request for the Bungalows at Bonner Springs.
or
 2. Make a motion to uphold the Planning Commission's recommendation to deny the rezoning request for the Bungalows at Bonner Springs.
or
 3. Make a motion to remand the item back to the Planning Commission for further discussion and consideration of _____ at the next Planning Commission meeting, and return the application with a recommendation to the Council.

Recommendation Staff recommended approval; the Planning Commission recommended denial.

Documents:

1. Complete Staff Report - BSRZ-03-25 - 300 S. 130th St
2. RezoningOrd300S.130thBSRZ-03-25

3. MC-02-26 - Municipal Code Amendment - Floodplain Regulation Update

- Action
- Make a motion to approve an ordinance adopting the Floodplain Management Regulations - 2025 Edition, for the City and the Unincorporated Area of Wyandotte County and Repeal Ordinance No. 2402 adopted on July 13, 2015.

Recommendation Staff recommends approval.

Documents:

1. 2025 Floodplain Management Regulations Bonner Springs KS

4. Acceptance of Pool Painting Bid

- Action
- Make a motion to accept the bid for pool painting from Dayco Painting Inc. in the amount of \$69,500.

Recommendation Staff recommends approval.

Documents:

1. Bid Tabulation - Pool Painting

5. Center Park Shelter Purchase

- Action
- Make a motion to approve the purchase of a shelter from Icon Shelter Systems for \$45,277.90.

Recommendation Staff recommends approval.

Documents:

1. HGAC Quote - Center Park Shelter (1)
2. Amendment 1 Contract Extension-Icon Shelter, Inc
3. Contract Extension 3- Icon Shelter, Inc.
4. Executed Contract-Icon Shelter Inc
5. Extension No. 2 - Icon Shelter, Inc.
6. boardagenda_september2020
7. Legal Ads_Houston Chronicle_ 4.5.20
8. Legal Ads_Houston Chronicle_4.12.20
9. pr11-20_final
10. PR11-20-Response-Opening-ScreenShots
11. Pic of Shelter_Preliminary Only
12. Google Map of Site for Center Park Shelter

6. North Park Playground Purchase

Action Make a motion to approve the purchase of a Natural Landscapes playground from Fry & Associates, Inc. in an amount not to exceed \$275,000.

Recommendation Staff recommends approval.

Documents:

1. North Park Playground Replacement - Google Forms
2. Community Survey Results
3. Natral Landscapes Proposal

7. Intergovernmental Service Agreement with Lenexa

Action Make a motion to authorize the mayor to sign an intergovernmental service agreement with Lenexa for joint trips.

Recommendation Staff recommends approval.

Documents:

1. Intergovernmental Service Agreement Lenexa Bonner 2026

8. Final Payment to Atmos Energy - 138th Street Gas Main Relocation

Action Make a motion to approve final payment for relocation of natural gas facilities associated with the 138th Street Improvements Project to Atmos Energy Corporation in the amount of \$704,709.23

Recommendation The Public Works Director and the City Attorney recommend approval.

Documents:

1. Agreement 2023
2. Exhibit B - 138th Street

9. Resolution for Legal Services Agreement Related to the AFFF Product Liability Litigation

Action Make a motion to adopt a resolution authorizing the City Manager to execute the legal services agreement with Stag Liuzza, LLC, and Perry & Trent LLC, for services related to action or claims in the Aqueous Film-Forming Foams product liability litigation.

Recommendation The City Manager, Public Works Director, and City Attorney recommend approval.

Documents:

1. PFAS Resolution - Bonner Springs - 2-12-26
2. PFAS Representation Contract - Bonner Springs 2-12-26
3. PFAS letter - Bonner Springs - 2-12-26

10. Elect Council President

Action Make a motion to elect Dani Gurley to the Council President position.

Recommendation The Mayor recommends approval.

Documents:

REPORTS

1. City Manager's Report

Action

Recommendation

Documents:

1. City Managers Update 2-20-26
2. 2.23.26 Pending Planning Projects
3. 2.23.26 Completed Planning Projects
4. InCode Code Enforcement Report
5. InCode Building Permit Report

2. City Council Items

3. Mayor's Report

ADJOURNMENT

1. Adjournment

Action

Make a motion to adjourn the regular city council meeting at ____ p.m.

Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Megan Gilliland

Subject: Centennial Park Expansion

Recommendation: Review presentation by staff and Shiner Holdings, LLC.

Action: No action to be taken - Discussion of the Centennial Park Expansion project.

Background: At the January 26 City Council meeting, staff was given direction to move forward with a public-private partnership to develop an extension of Centennial Park in a vacant private lot. There were certain amenities included the City Council considered critical for inclusion at the park:

- Public restrooms (with ADA accessibility);
- Walkway/mid-block crossing between Oak Street and the parking lot for Centennial Park; and
- Public park play features that entice visitors to utilize the park.

Since that time, city staff and Shiner Holdings, with their partners of Straub Construction and NSPJ Architects, have developed a broad concept design and budget figures for review by the City Council. Shiner Holdings would like to begin this project in April 2026 and are working quickly to finish in less than six months.

Discussion: Staff has worked with the City Attorney to develop a draft Memorandum of Understanding for action at the March 9, 2026 Council meeting. At the March 9 City Council meeting, staff will provide a budget proposal for review which utilizes the totals in this agreement as the not-to-exceed budget for the project. Due to these being estimates at this time, these amounts are subject to change until the document is presented for the March 9th Council Meeting.

Financial Impact: The presentation includes cost estimates and funding strategies to pay for the park expansion and amenities. This includes a mixture of CIP funding already dedicated for public restrooms and a splash pad, future fund revenues, and private sources. The City would need a lease agreement with Shiner Holdings, LLC, and have a Memorandum of Understanding in place by March 10, 2026 to proceed with development.

Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Christina Brake

Subject: Minutes of the February 9, 2026 City Council Meeting

Recommendation:

Action: Make a motion to approve the minutes as presented.

Background:

Discussion:

Financial Impact:



City of Bonner Springs

KANSAS

City Council Meeting Minutes February 9, 2026

CITY COUNCIL MEETING - 7:30 P.M.

Council Present: Council President Shannon, Councilmembers Blanks, McMahan, Wood, Gurley and Kipp. Mayor Stephens and Councilmembers Reeves and Long were absent.

City Staff Present: Amber Vogan, City Manager; Chris Brake, City Clerk; Carrie Handy, Assistant City Manager; Mark Lee, Community Development Director; James Zeeb, Fire Chief and Michael Kelling, Police Captain

The mayor led the Pledge of allegiance and Melva Jarrett, Christ First Ministries, gave the invocation.

PRESENTATIONS –

1. **Proclamation - Black History Month** - The Council President presented a proclamation recognizing Black History Month

CITIZEN CONCERNS ABOUT ITEMS NOT ON TODAY'S AGENDA – None presented.

CONSENT AGENDA – Wood moved and Blanks seconded to approve the consent agenda as presented. Unanimous approval.

1. Minutes of the January 26, 2026 City Council Meeting
2. Claims for City Operations

OLD BUSINESS - None presented

NEW BUSINESS -

1. **BSCP-02-25 - Comprehensive Plan Amendments - Future Land Use Map Amendment** - Gurley moved and McMahan seconded to adopt an ordinance amending the Future Land Use Map of the Comprehensive Plan of Bonner Springs and its planning area. Unanimous approval. Assigned Ordinance No. 2607.
2. **RP-04-25 - Replat of part of Lot 2, Bonner Springs Senior Villas and a part of Lots 9 and 10 of the Country Hills Subdivision (708 S. 130th Street and 709 S. 132nd Street)** - Gurley moved and McMahan seconded, to accept the dedication of public right-of-way and easements as indicated on the plat. Unanimous approval.
3. **BSRZ-02-25 - Rezoning for Bonner Hills Estates** - Blanks moved and McMahan seconded, to adopt an ordinance approving the rezoning request for Bonner Hills Estates. Unanimous approval. Assigned Ordinance No. 2608.

REPORTS

City Manager's Report – The City Manager reminded the Council members that District Attorney DuPree will be at the next Council meeting. DA Dupree has asked that questions be submitted to him ahead of time.

The City Manager recognized Lynda Cassmeyer, finance receipts clerk, for her efforts with ambulance billing while transitioning to a new company. Tatum Bartels was recognized in February for making meaningful connections.

The City Manager will be traveling to Wichita with Public Works staff, and Burns & MacDonald staff, to accept the award of honor from the associated general contractors of Kansas Building awards for the water treatment plant project

City Council Items

- McMahan - asked everyone to continue to support local businesses, and is happy for investments in the downtown area.
- Blanks - stated last week's Chamber luncheon was moved at the last minute and Tatum was able to accommodate the change, and found space at City Hall within 10 minutes. Happy Birthday to Councilmember McMahan. Tomorrow the Chamber is hosting the Women's Chamber Network from 8-10am, then Lunch n' Learn at 11:30 a.m. This Wednesday is the Wyandotte Economic Development Council meeting. Wednesday evening the Chamber is hosting a Health Wellness Services event. The annual banquet is sold out. The Chamber is looking for people to commit to take the plunge for the Happy Hearts Penguin Plunge fundraiser

Mayor's Report – The Council President congratulated Mayor Stephens and Cindy on their new granddaughter. He asked about the brush that was cleared from the south side of K-32, if Public Works or the railroad cleared it.

ADJOURNMENT – Blanks moved and Gurley seconded, to adjourn the city council meeting at 9:15 p.m. Unanimous approval.

_____ Christina Brake, City Clerk

Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Debbi Stanton

Subject: Claims for City Operations

Recommendation: Staff recommends approval.

Action: Make a motion to approve the claims for city operations as presented.

Background: Staff enclosed the supplement claims for City operations in the amount of \$58,451.69 and the regular claims in the amount of \$345,265.54.

Discussion:

Financial Impact:



Bonner Springs, KS

Check Register

Packet: APPKT01081 - 02-11-2026 Payroll Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
7449	APEX ENVIROTECH, INC.	02/11/2026	Regular	0.00	2,946.00	158170
2470	ATMOS ENERGY	02/11/2026	Regular	0.00	6,852.19	158171
10942	EVERGY KANSAS CENTRAL INC FKA V	02/11/2026	Regular	0.00	43,869.64	158172
12758	KANSAS FIBER NETWORK LLC	02/11/2026	Regular	0.00	875.00	158173
12835	LEAF CAPITAL FUNDING LLC	02/11/2026	Regular	0.00	538.26	158174
9879	MAINSTREET CREDIT UNION	02/11/2026	Regular	0.00	845.00	158175
7206	NATIONAL INSURANCE MARKETING	02/11/2026	Regular	0.00	2,161.29	158176
10879	TEUTONIC HOLDINGS LLC	02/11/2026	Regular	0.00	83.25	158177
11556	U.S. BANK EQUIPMENT FINANCE	02/11/2026	Regular	0.00	281.06	158178

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	10	9	0.00	58,451.69
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	10	9	0.00	58,451.69



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7449 - APEX ENVIROTECH, INC.				
APEX ENVIROTECH, INC.	CSM03.001 Sep 2025	11/04/2025	Rise Bakery Sampling - Sept 2025	2,946.00
Vendor 7449 - APEX ENVIROTECH, INC. Total:				2,946.00
Vendor: 2470 - ATMOS ENERGY				
ATMOS ENERGY	Multiple-Feb	02/11/2026	GAS SERVICE-Feb	1,710.86
ATMOS ENERGY	Multiple-Feb	02/11/2026	GAS SERVICE-Feb	2,359.20
ATMOS ENERGY	Multiple-Feb	02/11/2026	GAS SERVICE-Feb	2,140.05
ATMOS ENERGY	Multiple-Feb	02/11/2026	GAS SERVICE-Feb	347.69
ATMOS ENERGY	Multiple-Feb	02/11/2026	GAS SERVICE-Feb	118.89
ATMOS ENERGY	Multiple-Feb	02/11/2026	GAS SERVICE-Feb	175.50
Vendor 2470 - ATMOS ENERGY Total:				6,852.19
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE	5,786.47
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE-Feb	187.56
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE	53.03
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE	2,978.19
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE	4,147.63
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE	537.71
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE	2,455.25
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE	554.16
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE	14,330.89
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE	11,709.46
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE	524.95
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE	94.57
EVERGY KANSAS CENTRAL INC...	Multiple- Feb	02/11/2026	ELECTRIC SERVICE	509.77
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:				43,869.64
Vendor: 12758 - KANSAS FIBER NETWORK LLC				
KANSAS FIBER NETWORK LLC	0930000248-Feb	02/11/2026	FIBER INTERNET SERVICES2/1/26-2/28/26	437.50
KANSAS FIBER NETWORK LLC	0930000248-Feb	02/11/2026	FIBER INTERNET SERVICES2/1/26-2/28/26	437.50
Vendor 12758 - KANSAS FIBER NETWORK LLC Total:				875.00
Vendor: 12835 - LEAF CAPITAL FUNDING LLC				
LEAF CAPITAL FUNDING LLC	19694185	02/11/2026	Kyocera Copiers - FD Feb	311.38
LEAF CAPITAL FUNDING LLC	19732486	02/11/2026	Copier Lease - PD February 2026	226.88
Vendor 12835 - LEAF CAPITAL FUNDING LLC Total:				538.26
Vendor: 9879 - MAINSTREET CREDIT UNION				
MAINSTREET CREDIT UNION	02-13-2026	02/11/2026	Payroll for 02/13/2026	845.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:				845.00
Vendor: 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC				
NATIONAL INSURANCE MARK...	A037297	02/11/2026	BENEFITS DIRECT INSURANCE-February 2026	2,065.04
NATIONAL INSURANCE MARK...	A037297	02/11/2026	August BENEFITS DIRECT INSURANCE-Vogan ST Disabili	96.25
Vendor 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC Total:				2,161.29
Vendor: 10879 - TEUTONIC HOLDINGS LLC				
TEUTONIC HOLDINGS LLC	187651-Feb	02/11/2026	SIP Trunking- Metered Trun...	55.00
TEUTONIC HOLDINGS LLC	187651-Feb	02/11/2026	SRRF X5	14.25
TEUTONIC HOLDINGS LLC	187651-Feb	02/11/2026	Domestic TN X4	8.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TEUTONIC HOLDINGS LLC	187651-Feb	02/11/2026	Admin Service Fee 7/4/25-8/7/25	6.00
Vendor 10879 - TEUTONIC HOLDINGS LLC Total:				83.25
Vendor: 11556 - U.S. BANK EQUIPMENT FINANCE				
U.S. BANK EQUIPMENT FINAN...	574134714	02/11/2026	Printing Services 1/20/26-2/20/26	281.06
Vendor 11556 - U.S. BANK EQUIPMENT FINANCE Total:				281.06
Grand Total:				58,451.69



Bonner Springs, KS

Check Register

Packet: APPKT01084 - 2-17-2026 Main Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
10078	AMAZON CAPITAL SERVICES INC	02/17/2026	Regular	0.00	4,336.76	158179
	Void	02/17/2026	Regular	0.00	0.00	158180
11959	AMERICAN DIGITAL SECURITY LLC	02/17/2026	Regular	0.00	587.40	158181
7449	APEX ENVIROTECH, INC.	02/17/2026	Regular	0.00	2,946.00	158182
10764	ARTHUR J GALLAGHER RISK MANAG	02/17/2026	Regular	0.00	484.00	158183
12230	AUSTIN MCKEITHAN	02/17/2026	Regular	0.00	236.00	158184
9842	AUTOZONE	02/17/2026	Regular	0.00	29.85	158185
11711	AV WATER TECHNOLOGIES	02/17/2026	Regular	0.00	3,104.60	158186
6536	BANKCARD PROCESSING CENTER	02/17/2026	Regular	0.00	16,697.95	158187
	Void	02/17/2026	Regular	0.00	0.00	158188
2798	BONNER SPRINGS AUTO REPAIR LLC	02/17/2026	Regular	0.00	262.35	158189
12146	BONNER SPRINGS ROTARY CLUB	02/17/2026	Regular	0.00	340.00	158190
4172	BOUND TREE MEDICAL LLC	02/17/2026	Regular	0.00	3,182.31	158191
12495	BRENDEN HEDRICK	02/17/2026	Regular	0.00	250.00	158192
10483	BRENNAN BARGERSTOCK	02/17/2026	Regular	0.00	236.00	158193
7340	BRENNTAG MID-SOUTH INC	02/17/2026	Regular	0.00	2,418.00	158194
12694	BRIAN WYATT	02/17/2026	Regular	0.00	7,279.10	158195
12213	BRYAN LISBONA	02/17/2026	Regular	0.00	997.50	158196
13164	CAROL SCHMITZ	02/17/2026	Regular	0.00	80.00	158197
12110	CEDAR SPRINGS MANAGEMENT ASS	02/17/2026	Regular	0.00	5,556.47	158198
12673	CHAMBER OF COMMERCE BONNER	02/17/2026	Regular	0.00	1,625.00	158199
10027	CINTAS	02/17/2026	Regular	0.00	1,011.03	158200
11655	CINTAS CORPORATION NO 2	02/17/2026	Regular	0.00	100.00	158201
12880	CLEARSPAN FABRIC STRUCTURES IN	02/17/2026	Regular	0.00	107,340.00	158202
12681	COLEMAN EQUIPMENT INC	02/17/2026	Regular	0.00	810.64	158203
10136	COMPLIANCEONE	02/17/2026	Regular	0.00	754.76	158204
12725	CONRAD FIRE EQUIPMENT INC	02/17/2026	Regular	0.00	1,267.93	158205
12689	CORE & MAIN LP	02/17/2026	Regular	0.00	2,426.50	158206
13114	COUNSELMAN/HUNSAKER & ASSOCI	02/17/2026	Regular	0.00	2,880.00	158207
12018	CYNTOX LLC	02/17/2026	Regular	0.00	56.60	158208
13168	DARLENE HARRELL	02/17/2026	Regular	0.00	55.00	158209
11813	DEANNA HUTCHINSON	02/17/2026	Regular	0.00	80.00	158210
12684	DEFFENBAUGH INDUSTRIES INC	02/17/2026	Regular	0.00	45,569.86	158211
11899	EASY ICE, LLC	02/17/2026	Regular	0.00	276.00	158212
13163	ELAINE SPAETH	02/17/2026	Regular	0.00	80.00	158213
12646	EMS MANAGEMENT & CONSULTANT	02/17/2026	Regular	0.00	2,388.93	158214
13154	ESU PURSUITS LLC	02/17/2026	Regular	0.00	7,621.00	158215
10220	EVERLASTING SIGN INC	02/17/2026	Regular	0.00	580.99	158216
4342	FELDMANS	02/17/2026	Regular	0.00	350.91	158217
13165	FERNANDA DIAZ	02/17/2026	Regular	0.00	75.00	158218
10924	GO CAR WASH MANAGEMENT CORP	02/17/2026	Regular	0.00	60.00	158219
12160	GUARDIAN SECURITY SYSTEMS INC	02/17/2026	Regular	0.00	186.13	158220
12686	HANNA RUBBER CO	02/17/2026	Regular	0.00	221.00	158221
3078	HD SUPPLY INC	02/17/2026	Regular	0.00	605.40	158222
10326	HUBER & ASSOCIATES INC	02/17/2026	Regular	0.00	876.00	158223
6791	ICON ENTERPRISES, INC.	02/17/2026	Regular	0.00	9,514.13	158224
3289	J & D EQUIPMENT INC	02/17/2026	Regular	0.00	3,729.26	158225
12354	JEFFREY COX	02/17/2026	Regular	0.00	3,905.00	158226
10069	JERRY'S NURSERY & LANDSCAPING, I	02/17/2026	Regular	0.00	130.00	158227
0359	JIM'S LOCK & SAFE SERVICE INC	02/17/2026	Regular	0.00	255.00	158228
13167	JOHN P. VAN DYKE	02/17/2026	Regular	0.00	5,625.00	158229
5345	JOHNSON COUNTY WASTEWATER	02/17/2026	Regular	0.00	681.53	158230
0765	KANSAS I-70 ASSOCIATION	02/17/2026	Regular	0.00	3,000.00	158231
2023	KANSAS MUNICIPAL JUDGES ASSOCI	02/17/2026	Regular	0.00	25.00	158232

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
5308	KANSAS ONE-CALL SYSTEM, INC	02/17/2026	Regular	0.00	78.47	158233
10555	KBI LAB	02/17/2026	Regular	0.00	1,200.00	158234
12949	KCJP	02/17/2026	Regular	0.00	1,480.00	158235
4005	KLEMP ELECTRIC MACHINERY CO INC	02/17/2026	Regular	0.00	580.00	158236
9816	LARRY KLEEMAN	02/17/2026	Regular	0.00	1,500.00	158237
6250	LEXIS NEXIS RISK DATA MANAGEMEI	02/17/2026	Regular	0.00	400.67	158238
8009	LIFE-ASSIST, INC	02/17/2026	Regular	0.00	169.00	158239
11937	LINDA HOHMAN	02/17/2026	Regular	0.00	80.00	158240
12266	LOGAN CONTRACTORS SUPPLY, INC	02/17/2026	Regular	0.00	227.84	158241
1836	LOWE'S CREDIT SERVICES	02/17/2026	Regular	0.00	143.66	158242
13032	MAPS INC	02/17/2026	Regular	0.00	27.04	158243
7347	MCGUIRE ELECTRIC LLC	02/17/2026	Regular	0.00	16,365.70	158244
6137	METRO COURIER INC	02/17/2026	Regular	0.00	62.38	158245
3759	MIDWEST BUS SALES INC	02/17/2026	Regular	0.00	165.00	158246
6849	MJV-A LLC	02/17/2026	Regular	0.00	63.00	158247
11822	MOSCA DESIGN INC	02/17/2026	Regular	0.00	7,923.21	158248
13169	NAOMI LAVELLE	02/17/2026	Regular	0.00	55.00	158249
13162	NEXT GENERATION RECREATION	02/17/2026	Regular	0.00	8,368.98	158250
5050	NORTHERN SAFETY CO INC	02/17/2026	Regular	0.00	321.00	158251
12682	O'REILLY AUTOMOTIVE INC	02/17/2026	Regular	0.00	490.55	158252
10494	OZARK KENWORTH INC	02/17/2026	Regular	0.00	1,485.67	158253
3393	PACE ANALYTICAL SERVICES LLC	02/17/2026	Regular	0.00	300.00	158254
11541	PEREGRINE CORPORATION	02/17/2026	Regular	0.00	453.45	158255
3531	PERRY AND TRENT LLC	02/17/2026	Regular	0.00	589.00	158256
12700	POMP'S TIRE SERVICE INC	02/17/2026	Regular	0.00	122.05	158257
0904	PREDATOR TERMITE & PEST CONTRL	02/17/2026	Regular	0.00	255.00	158258
12674	PUSHWATER ENTERPRISES INC	02/17/2026	Regular	0.00	680.00	158259
8031	REDDI SERVICES INC	02/17/2026	Regular	0.00	475.69	158260
11773	RONALD TILDEN	02/17/2026	Regular	0.00	610.35	158261
11992	SHARI DEMATO	02/17/2026	Regular	0.00	215.00	158262
13160	STAPLES	02/17/2026	Regular	0.00	437.72	158263
12481	STATE TRACTOR TRUCKING INC	02/17/2026	Regular	0.00	17,627.52	158264
12729	SUMNERONE INC	02/17/2026	Regular	0.00	434.84	158265
11572	TELEFLEX LLC	02/17/2026	Regular	0.00	1,447.00	158266
10879	TEUTONIC HOLDINGS LLC	02/17/2026	Regular	0.00	271.89	158267
6802	TOTAL ELECTRIC CONTRACTORS INC	02/17/2026	Regular	0.00	477.00	158268
7022	U.S. POSTAL SERVICE	02/17/2026	Regular	0.00	438.00	158269
5824	ULINE INC	02/17/2026	Regular	0.00	743.83	158270
12998	VITAL RECORDS HOLDINGS, LLC	02/17/2026	Regular	0.00	62.35	158271
12683	W W GRAINGER INC	02/17/2026	Regular	0.00	3,229.52	158272
2043	WEIS FIRE & SAFETY EQUIPMENT	02/17/2026	Regular	0.00	365.72	158273
1321	WESTLAKE HARDWARE	02/17/2026	Regular	0.00	1,210.09	158274
8411	WILSON & COMPANY INC ENGINEER	02/17/2026	Regular	0.00	20,444.46	158275

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	198	95	0.00	345,265.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	198	97	0.00	345,265.54



Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 10078 - AMAZON CAPITAL SERVICES INC				
AMAZON CAPITAL SERVICES I...	16KR-197X-LG4Y	02/17/2026	Surge protector pwr strip, PC speakers	54.98
AMAZON CAPITAL SERVICES I...	17DC-LRGY-1WQ4	02/17/2026	Softshell Vests	166.97
AMAZON CAPITAL SERVICES I...	199R-TQ9F-9H6J	02/17/2026	Staff incentives for summer	275.75
AMAZON CAPITAL SERVICES I...	1CCL-NH1J-3RD6	02/17/2026	Toilet Paper	41.79
AMAZON CAPITAL SERVICES I...	1D6F-TFHL-1KVM	02/17/2026	Emergency first aid travel kits-4,	43.92
AMAZON CAPITAL SERVICES I...	1D6F-TFHL-1KVM	02/17/2026	Equipment Wildlands	1,680.90
AMAZON CAPITAL SERVICES I...	1DN7-HTJL-R4MF	02/17/2026	Coffee pot, filters, brewer	462.28
AMAZON CAPITAL SERVICES I...	1DN7-HTJL-R4MF	02/17/2026	Medical Supplies-	80.62
AMAZON CAPITAL SERVICES I...	1FY7-GJXJ-V7Y7	02/17/2026	Medical Supplies	55.81
AMAZON CAPITAL SERVICES I...	1HPH-XVR6-3F7P	02/17/2026	Earpieces, handcuff keys, batteries	62.85
AMAZON CAPITAL SERVICES I...	1L3N-NW79-TKX3	02/17/2026	Office supplies,	19.48
AMAZON CAPITAL SERVICES I...	1L3N-NW79-TKX3	02/17/2026	Office Supplies	4.49
AMAZON CAPITAL SERVICES I...	1L3N-NW79-TKX3	02/17/2026	Carwash soap	45.49
AMAZON CAPITAL SERVICES I...	1MQM-WKWR-LWP7	02/17/2026	Shoe/boot covers	52.47
AMAZON CAPITAL SERVICES I...	1QMP-Q1MF-HR4P	02/17/2026	Station Gear	103.98
AMAZON CAPITAL SERVICES I...	1QYQ-4NYW-3CQ9	02/17/2026	Coffee	49.30
AMAZON CAPITAL SERVICES I...	1QYQ-4NYW-3DJQ	02/17/2026	Pens-MC, Electronics wipes, clipboards-6	37.53
AMAZON CAPITAL SERVICES I...	1R1J-4NFT-YFFM	02/17/2026	Shop Towels	59.97
AMAZON CAPITAL SERVICES I...	1R9G-YX7R-4LW1	02/17/2026	Misc supplies, - PW Main bldg	57.24
AMAZON CAPITAL SERVICES I...	1R9G-YX7R-4LW1	02/17/2026	36-work mechanic gloves	92.06
AMAZON CAPITAL SERVICES I...	1R9G-YX7R-4LW1	02/17/2026	36-work mechanic gloves	92.06
AMAZON CAPITAL SERVICES I...	1R9G-YX7R-4LW1	02/17/2026	Misc supplies- WTP	57.25
AMAZON CAPITAL SERVICES I...	1VCD-6FYD-3M4Q	02/17/2026	Office Supplies	66.07
AMAZON CAPITAL SERVICES I...	1VXT-977G-1RMC	02/17/2026	Equipment for Wildlands	42.79
AMAZON CAPITAL SERVICES I...	1WVH-RJ67-DY37	02/17/2026	Reduced pressure assembly-WTP	432.86
AMAZON CAPITAL SERVICES I...	1XH7-VD3P-VF63	02/17/2026	Leadership bookx X2, pens, safety glasses	76.76
AMAZON CAPITAL SERVICES I...	1XQJ-4YCY-T6CF	02/17/2026	Easels	27.81
AMAZON CAPITAL SERVICES I...	IKHD-7G6D-J6Y6	02/17/2026	First aid kit supplies	24.74
AMAZON CAPITAL SERVICES I...	IKHD-7G6D-J6Y6	02/17/2026	Misc Office supplies	7.74
AMAZON CAPITAL SERVICES I...	IKHD-7G6D-J6Y6	02/17/2026	4 remotes sec gates	60.80
Vendor 10078 - AMAZON CAPITAL SERVICES INC Total:				4,336.76
Vendor: 11959 - AMERICAN DIGITAL SECURITY LLC				
AMERICAN DIGITAL SECURITY ...	48255	02/17/2026	Monthly security/monitoring system @ WTP	587.40
Vendor 11959 - AMERICAN DIGITAL SECURITY LLC Total:				587.40
Vendor: 7449 - APEX ENVIROTECH, INC.				
APEX ENVIROTECH, INC.	CSM03-001-Dec 2025	02/17/2026	Rise Bakery Sampling - Dec 2025	2,946.00
Vendor 7449 - APEX ENVIROTECH, INC. Total:				2,946.00
Vendor: 10764 - ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC				
ARTHUR J GALLAGHER RISK M...	5981795	02/17/2026	KS Underground Storage Tank Liability	484.00
Vendor 10764 - ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES, INC Total:				484.00
Vendor: 12230 - AUSTIN MCKEITHAN				
AUSTIN MCKEITHAN	0006414	02/17/2026	Reimbursement - K-9 Drug Det Enhancement Course	236.00
Vendor 12230 - AUSTIN MCKEITHAN Total:				236.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 9842 - AUTOZONE				
AUTOZONE	3784190523	02/17/2026	Misc Veh cleaning supplies	29.85
Vendor 9842 - AUTOZONE Total:				29.85
Vendor: 11711 - AV WATER TECHNOLOGIES				
AV WATER TECHNOLOGIES	12974	02/17/2026	19-2" Meters	3,104.60
Vendor 11711 - AV WATER TECHNOLOGIES Total:				3,104.60
Vendor: 6536 - BANKCARD PROCESSING CENTER				
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	31.50
BANKCARD PROCESSING CEN...	0006446	02/17/2026	METROFA- City Hall Fax	4.95
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	50.40
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	37.80
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	56.70
BANKCARD PROCESSING CEN...	0006446	02/17/2026	METROFAX - HR Fax	4.95
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	18.90
BANKCARD PROCESSING CEN...	0006446	02/17/2026	ChatGPT- SUBSCRIPTION FEE	20.00
BANKCARD PROCESSING CEN...	0006446	02/17/2026	MANAGERS ROUNDTABLE MEETING	25.00
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	25.20
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS STANDARD EAMIL ACCTS-FIRE	109.28
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	170.10
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	12.60
BANKCARD PROCESSING CEN...	0006446	02/17/2026	METROFAX - Municipal Court Fax	4.95
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	56.70
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	157.50
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	12.60
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	50.40
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	44.10
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	44.10
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	6.30
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	6.30
BANKCARD PROCESSING CEN...	0006446	02/17/2026	BUSINESS BASIC EMAIL ACCTS	6.30
BANKCARD PROCESSING CEN...	0006447	02/17/2026	INSULATED PIPE-WWTP	61.42
BANKCARD PROCESSING CEN...	0006447	02/17/2026	JCI- GRIP EYE SUBMERSIBLE PUMM-WWTP	448.00
BANKCARD PROCESSING CEN...	0006448	02/17/2026	MANAGERS ROUNDTABLE MEETING	30.00
BANKCARD PROCESSING CEN...	0006448	02/17/2026	LUNCH MEETING FIRE	78.25
BANKCARD PROCESSING CEN...	0006448	02/17/2026	NEW EMPLOYEE MERCH	103.50
BANKCARD PROCESSING CEN...	0006449	02/17/2026	USB DRIVES OPEN RECORDS REQ x3	45.64
BANKCARD PROCESSING CEN...	0006449	02/17/2026	DM VEH FEE	0.84
BANKCARD PROCESSING CEN...	0006449	02/17/2026	DM VEH REGISTRATION FIRE #2514 TRUCK	28.75
BANKCARD PROCESSING CEN...	0006449	02/17/2026	DM VEH REGISTRATION FIRE #2543 AMB	28.75
BANKCARD PROCESSING CEN...	0006449	02/17/2026	DM VEH REGISTRATION FIRE #2523 ENGINE	28.75
BANKCARD PROCESSING CEN...	0006449	02/17/2026	DM VEH FEE	0.84
BANKCARD PROCESSING CEN...	0006449	02/17/2026	DM VEH FEE	0.84
BANKCARD PROCESSING CEN...	0006449	02/17/2026	DM VEH FEE	2.51
BANKCARD PROCESSING CEN...	0006449	02/17/2026	DM VEH REGISTRATION PD #2601	28.75
BANKCARD PROCESSING CEN...	0006449	02/17/2026	DM VEH REGISTRATION PD #2602	28.75
BANKCARD PROCESSING CEN...	0006449	02/17/2026	DM VEH REGISTRATION PD #2603	28.75
BANKCARD PROCESSING CEN...	0006449	02/17/2026	DM VEH REGISTRATION PD #2604	28.75

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CEN...	0006450	02/17/2026	SHEEPDOG	179.81
BANKCARD PROCESSING CEN...	0006451	02/17/2026	ANNUAL KRPA CONFERENCE	425.00
BANKCARD PROCESSING CEN...	0006451	02/17/2026	DINNER THEATER TICKETS	432.00
BANKCARD PROCESSING CEN...	0006452	02/17/2026	RANGE USE-QUAL FOR ALLEN (SNOW)	10.00
BANKCARD PROCESSING CEN...	0006452	02/17/2026	KENNELING FOR CHAMP-REFUNDS	-111.00
BANKCARD PROCESSING CEN...	0006452	02/17/2026	WALMART- WASHER FLUID	29.28
BANKCARD PROCESSING CEN...	0006452	02/17/2026	5.11 - ALLEN WINTER PANT	140.00
BANKCARD PROCESSING CEN...	0006452	02/17/2026	BUSINESS CARDS AND ENVELOPES	292.43
BANKCARD PROCESSING CEN...	0006452	02/17/2026	CHAMP TRADING CARDS	260.00
BANKCARD PROCESSING CEN...	0006452	02/17/2026	AXON FLEET WIRING	967.50
BANKCARD PROCESSING CEN...	0006453	02/17/2026	K-TAG	21.70
BANKCARD PROCESSING CEN...	0006453	02/17/2026	KSFFA DEPT MEMBERSHIP	50.00
BANKCARD PROCESSING CEN...	0006453	02/17/2026	ICMA MEMBERSHIP	200.00
BANKCARD PROCESSING CEN...	0006453	02/17/2026	KSAFC PERSONNEL MEMBERSHIP	100.00
BANKCARD PROCESSING CEN...	0006453	02/17/2026	WALMART - COFFEE	60.72
BANKCARD PROCESSING CEN...	0006454	02/17/2026	KDOR- 6 CDL TRAINING BOOKS	12.75
BANKCARD PROCESSING CEN...	0006454	02/17/2026	3-UPDATED TEE SIGNS DISC GOLF COURSE	613.00
BANKCARD PROCESSING CEN...	0006454	02/17/2026	HOL LIGHTS, C7 WIRE & BULBS CENT PK	1,431.67
BANKCARD PROCESSING CEN...	0006454	02/17/2026	2PK- 18v CORDLESS BATTERIES	179.00
BANKCARD PROCESSING CEN...	0006454	02/17/2026	RETURN 18V CORDLESS BATTERY	-199.00
BANKCARD PROCESSING CEN...	0006454	02/17/2026	1-18v CORDLESS BATT, NAILS RANGE FINDER	355.85
BANKCARD PROCESSING CEN...	0006454	02/17/2026	DISTILLED WTR SKY JACK BATTERIES	4.11
BANKCARD PROCESSING CEN...	0006454	02/17/2026	MISC HARDWARE- CC BBALL TARGET	68.34
BANKCARD PROCESSING CEN...	0006455	02/17/2026	CANCEL RESERV 3 EMP KRWA CONF	-2,748.78
BANKCARD PROCESSING CEN...	0006455	02/17/2026	RESERV 3 EMP KRWA CONF IN WICHITA	2,748.78
BANKCARD PROCESSING CEN...	0006455	02/17/2026	KDHE BUREAU OF WATER	20.00
BANKCARD PROCESSING CEN...	0006455	02/17/2026	CLASS IV DIST CERT RENEWAL FEDEN	40.00
BANKCARD PROCESSING CEN...	0006456	02/17/2026	40- TRAFFIC CONES	1,003.45
BANKCARD PROCESSING CEN...	0006457	02/17/2026	KRPA CONFERENCE	435.00
BANKCARD PROCESSING CEN...	0006457	02/17/2026	KCMPRDA DUES FOR JS	75.00
BANKCARD PROCESSING CEN...	0006457	02/17/2026	KTAG DUES	12.88
BANKCARD PROCESSING CEN...	0006457	02/17/2026	TRAINING SOFTWARE CAMP	971.25
BANKCARD PROCESSING CEN...	0006458	02/17/2026	KSFA	100.00
BANKCARD PROCESSING CEN...	0006458	02/17/2026	FIRST ARRIVING	495.00
BANKCARD PROCESSING CEN...	0006458	02/17/2026	AMERICAN FIRE CACHE	60.95
BANKCARD PROCESSING CEN...	0006458	02/17/2026	KS BOARD OF EMS	40.00
BANKCARD PROCESSING CEN...	0006458	02/17/2026	WALMART	40.58
BANKCARD PROCESSING CEN...	0006459	02/17/2026	LEM TRAINING	595.00
BANKCARD PROCESSING CEN...	0006459	02/17/2026	GUN LOCK	410.00
BANKCARD PROCESSING CEN...	0006459	02/17/2026	ADVANCE REPORT WRITING CLAASS	50.00
BANKCARD PROCESSING CEN...	0006459	02/17/2026	LUNCHEON	16.00
BANKCARD PROCESSING CEN...	0006459	02/17/2026	PEER SUPPORT SHIRT	35.00
BANKCARD PROCESSING CEN...	0006460	02/17/2026	HULU, TV SERVICE	103.78
BANKCARD PROCESSING CEN...	0006460	02/17/2026	LOWES	165.84
BANKCARD PROCESSING CEN...	0006461	02/17/2026	WALLIS LUBRICANT- GEAR OIL wwtp	1,475.29
BANKCARD PROCESSING CEN...	0006462	02/17/2026	SNOW PLOW OPERATIONS MEETING	41.98

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CEN...	0006462	02/17/2026	SNOW PLOW OPERATIONS MEETING	55.72
BANKCARD PROCESSING CEN...	0006462	02/17/2026	CREDIT FRIST CHARGED INCLUDED TAX	-55.72
BANKCARD PROCESSING CEN...	0006463	02/17/2026	LIGHTS CC MENS RESTROOM & BACK HALL	165.67
BANKCARD PROCESSING CEN...	0006463	02/17/2026	TOOLS BLDG MAINT VAN VID# 480	499.94
BANKCARD PROCESSING CEN...	0006463	02/17/2026	WASH BAY LIGHTS FOR VSB	887.52
BANKCARD PROCESSING CEN...	0006464	02/17/2026	KRPA CONFERENCE 2026	425.00
BANKCARD PROCESSING CEN...	0006464	02/17/2026	WSI CLASS	250.00
BANKCARD PROCESSING CEN...	0006464	02/17/2026	CANDY FOR TABLE AT KRPA CONFERENCE	29.68
BANKCARD PROCESSING CEN...	0006465	02/17/2026	KRPA CONFERENCE 2026	435.00
BANKCARD PROCESSING CEN...	0006465	02/17/2026	KEY FOB BATTERIES	7.26
BANKCARD PROCESSING CEN...	0006465	02/17/2026	MAGNET TAPE	7.97
BANKCARD PROCESSING CEN...	0006465	02/17/2026	CAR AIR FRESHNERS	8.44
BANKCARD PROCESSING CEN...	0006466	02/17/2026	DUO.COM INTERNET SECURITY	90.00
BANKCARD PROCESSING CEN...	0006466	02/17/2026	INVESTIGATIONS CAMERA SERVICE	9.00
BANKCARD PROCESSING CEN...	0006466	02/17/2026	KACP CHIEF ASSOCIATION DUES	100.00
BANKCARD PROCESSING CEN...	0006466	02/17/2026	AT&T AC INTERNET-323225885	106.29
BANKCARD PROCESSING CEN...	0006466	02/17/2026	WINDOW TINT UNIT 2410	30.00
Vendor 6536 - BANKCARD PROCESSING CENTER Total:				16,697.95
Vendor: 2798 - BONNER SPRINGS AUTO REPAIR LLC				
BONNER SPRINGS AUTO REPA...	31892	02/17/2026	#112 driver side mirror, replace mirror, glass	262.35
Vendor 2798 - BONNER SPRINGS AUTO REPAIR LLC Total:				262.35
Vendor: 12146 - BONNER SPRINGS ROTARY CLUB				
BONNER SPRINGS ROTARY CL...	2026 dues	02/17/2026	Membership - Brake 2026	160.00
BONNER SPRINGS ROTARY CL...	2026-1	02/17/2026	Lunches - Rotary 01/2026-06/2026	180.00
Vendor 12146 - BONNER SPRINGS ROTARY CLUB Total:				340.00
Vendor: 4172 - BOUND TREE MEDICAL LLC				
BOUND TREE MEDICAL LLC	86072498	02/17/2026	Medical supplies (stethoscope-SpO2 sensor)	1,824.83
BOUND TREE MEDICAL LLC	86086883	02/17/2026	Medical supplies	613.22
BOUND TREE MEDICAL LLC	86092371	02/17/2026	Medical Supplies	479.10
BOUND TREE MEDICAL LLC	86096760	02/17/2026	Latex gloves	73.90
BOUND TREE MEDICAL LLC	86098362	02/17/2026	Medical Supplies	16.26
BOUND TREE MEDICAL LLC	86098363	02/17/2026	Medical Supplies	175.00
Vendor 4172 - BOUND TREE MEDICAL LLC Total:				3,182.31
Vendor: 12495 - BRENDEN HEDRICK				
BRENDEN HEDRICK	131328	02/17/2026	Restitution - Berry, Peter; Hedrick, Brenden	250.00
Vendor 12495 - BRENDEN HEDRICK Total:				250.00
Vendor: 10483 - BRENNAN BARGERSTOCK				
BRENNAN BARGERSTOCK	0006415	02/17/2026	Reimbursement - K-9 Drug Det Enhancement Course	236.00
Vendor 10483 - BRENNAN BARGERSTOCK Total:				236.00
Vendor: 7340 - BRENNTAG MID-SOUTH INC				
BRENNTAG MID-SOUTH INC	BMS107073	02/17/2026	2 totes Sodium Hyrdoxid3e	2,418.00
Vendor 7340 - BRENNTAG MID-SOUTH INC Total:				2,418.00
Vendor: 12694 - BRIAN WYATT				
BRIAN WYATT	1763	02/17/2026	Fire Chief Vehicle equipping	7,279.10
Vendor 12694 - BRIAN WYATT Total:				7,279.10

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12213 - BRYAN LISBONA				
BRYAN LISBONA	BSFD-01302026	02/17/2026	General Marketing/SiteVisit/Concept Develp	997.50
Vendor 12213 - BRYAN LISBONA Total:				997.50
Vendor: 13164 - CAROL SCHMITZ				
CAROL SCHMITZ	99082722	02/17/2026	Refund - cancelled KC Symphony day trip- bad weath	80.00
Vendor 13164 - CAROL SCHMITZ Total:				80.00
Vendor: 12110 - CEDAR SPRINGS MANAGEMENT ASSOCIATION				
CEDAR SPRINGS MANAGEME...	205587	02/17/2026	Reimb HOA repair of irrigation system 138th St Pjc	5,556.47
Vendor 12110 - CEDAR SPRINGS MANAGEMENT ASSOCIATION Total:				5,556.47
Vendor: 12673 - CHAMBER OF COMMERCE BONNER SPRINGS-EDWARDSVILLE				
CHAMBER OF COMMERCE BO...	1804	02/17/2026	Dinner for 8, logo, social media, table display	675.00
CHAMBER OF COMMERCE BO...	1804	02/17/2026	Chamber Annual Banq Sponser, 19 tickets Staff	950.00
Vendor 12673 - CHAMBER OF COMMERCE BONNER SPRINGS-EDWARDSVILLE Total:				1,625.00
Vendor: 11655 - CINTAS CORPORATION NO 2				
CINTAS CORPORATION NO 2	OF58081673	02/17/2026	Alarm Monitoring	100.00
Vendor 11655 - CINTAS CORPORATION NO 2 Total:				100.00
Vendor: 10027 - CINTAS				
CINTAS	4251927369	02/17/2026	Cleaning Services-PD	246.12
CINTAS	4257978059	02/17/2026	Misc Supplies	287.42
CINTAS	4258709956	02/17/2026	Floor & Scraper mats - PW Main Bldg	73.41
CINTAS	4258710001	02/17/2026	Floor & Scraper mats - WTP	108.82
CINTAS	4258710024	02/17/2026	Floor & Scraper mats - WTPP	49.14
CINTAS	4259328107	02/17/2026	Cleaning Services	246.12
Vendor 10027 - CINTAS Total:				1,011.03
Vendor: 12880 - CLEARSPAN FABRIC STRUCTURES INTERNATIONAL INC				
CLEARSPAN FABRIC STRUCTU...	51514	02/17/2026	Vehicle Storage Building Purchase and Construction	107,340.00
Vendor 12880 - CLEARSPAN FABRIC STRUCTURES INTERNATIONAL INC Total:				107,340.00
Vendor: 12681 - COLEMAN EQUIPMENT INC				
COLEMAN EQUIPMENT INC	100-41630	02/17/2026	Stump grinder rental- Parks Maint	776.25
COLEMAN EQUIPMENT INC	690560	02/17/2026	Repair parts excavato...	800.78
COLEMAN EQUIPMENT INC	693389	02/17/2026	Shredder knives- Exavator VID#557	327.67
COLEMAN EQUIPMENT INC	CM0000537	02/17/2026	Credit- excavator blades VID#557- Ref I# 690553	-1,094.06
Vendor 12681 - COLEMAN EQUIPMENT INC Total:				810.64
Vendor: 10136 - COMPLIANCEONE				
COMPLIANCEONE	336227	02/17/2026	Collection site overage cost-Fire	30.00
COMPLIANCEONE	336227	02/17/2026	January MONTHLY CHARGES/RANDOM NON DOT	194.68
COMPLIANCEONE	336227	02/17/2026	Urine, Brunner, Alderson, Obershaw	158.40
COMPLIANCEONE	336227	02/17/2026	Urine, Allen, L	52.80
COMPLIANCEONE	336227	02/17/2026	Collection site overage cost-PD	20.00
COMPLIANCEONE	336227	02/17/2026	January MONTHLY CHARGES/RANDOM NON DOT	157.00
COMPLIANCEONE	337044	02/17/2026	January MONTHLY CHARGES/RANDOM DOT	10.00
COMPLIANCEONE	337044	02/17/2026	January MONTHLY CHARGES/RANDOM DOT	50.24

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
COMPLIANCEONE	337044	02/17/2026	January MONTHLY CHARGES/RANDOM DOT	37.68
COMPLIANCEONE	337044	02/17/2026	January MONTHLY CHARGES/RANDOM DOT	37.68
COMPLIANCEONE	337044	02/17/2026	January MONTHLY CHARGES/RANDOM DOT	6.28
Vendor 10136 - COMPLIANCEONE Total:				754.76
Vendor: 12725 - CONRAD FIRE EQUIPMENT INC				
CONRAD FIRE EQUIPMENT INC	591375	02/17/2026	Long handle (6) and 12" Chain (8)	1,267.93
Vendor 12725 - CONRAD FIRE EQUIPMENT INC Total:				1,267.93
Vendor: 12689 - CORE & MAIN LP				
CORE & MAIN LP	Y474172	02/17/2026	Dist Maint Parts	2,083.04
CORE & MAIN LP	Y483086	02/17/2026	Dist Maint Parts	343.46
Vendor 12689 - CORE & MAIN LP Total:				2,426.50
Vendor: 13114 - COUNSILMAN/HUNSAKER & ASSOCIATES INC				
COUNSILMAN/HUNSAKER & A...	28469	02/17/2026	Pool Condition Report	2,880.00
Vendor 13114 - COUNSILMAN/HUNSAKER & ASSOCIATES INC Total:				2,880.00
Vendor: 12018 - CYNTOX LLC				
CYNTOX LLC	3328866	02/17/2026	Hazardous Waste	56.60
Vendor 12018 - CYNTOX LLC Total:				56.60
Vendor: 13168 - DARLENE HARRELL				
DARLENE HARRELL	10090384	02/17/2026	Refund for Abilene, KS day trip	55.00
Vendor 13168 - DARLENE HARRELL Total:				55.00
Vendor: 11813 - DEANNA HUTCHINSON				
DEANNA HUTCHINSON	97652707	02/17/2026	Refund - cancelled KC Symphony day trip- bad weath	80.00
Vendor 11813 - DEANNA HUTCHINSON Total:				80.00
Vendor: 12684 - DEFFENBAUGH INDUSTRIES INC				
DEFFENBAUGH INDUSTRIES I...	0026264-4861-3	02/17/2026	Sludge Hauling 1/16/26-1/31/26	4,436.50
DEFFENBAUGH INDUSTRIES I...	0055462-2754-6	02/17/2026	Dumpster Service - Multiple	1,073.13
DEFFENBAUGH INDUSTRIES I...	0055462-2754-6	02/17/2026	Dumpster Service - Multiple	117.30
DEFFENBAUGH INDUSTRIES I...	0055462-2754-6	02/17/2026	Dumpster Service - Multiple	141.80
DEFFENBAUGH INDUSTRIES I...	0055462-2754-6	02/17/2026	Dumpster Service - Multiple	100.00
DEFFENBAUGH INDUSTRIES I...	0055462-2754-6	02/17/2026	Dumpster Service - Multiple	68.78
DEFFENBAUGH INDUSTRIES I...	0055462-2754-6	02/17/2026	Dumpster Service - Multiple	224.32
DEFFENBAUGH INDUSTRIES I...	9529285-4858-7	02/17/2026	Add Trash Containers- January 2026	360.00
DEFFENBAUGH INDUSTRIES I...	9529285-4858-7	02/17/2026	Refuse Service - January 2026	38,929.08
DEFFENBAUGH INDUSTRIES I...	9539623-485-7	02/17/2026	Trash Service AC Facility	118.95
Vendor 12684 - DEFFENBAUGH INDUSTRIES INC Total:				45,569.86
Vendor: 11899 - EASY ICE, LLC				
EASY ICE, LLC	1940311	02/17/2026	Ice Machine Rental (Feb 2026)	140.00
EASY ICE, LLC	1964870	02/17/2026	Ice Maker Lease- February 2026	136.00
Vendor 11899 - EASY ICE, LLC Total:				276.00
Vendor: 13163 - ELAINE SPAETH				
ELAINE SPAETH	97644207	02/17/2026	Refund - cancelled KC Symphony day trip- bad weath	80.00
Vendor 13163 - ELAINE SPAETH Total:				80.00
Vendor: 12646 - EMS MANAGEMENT & CONSULTANTS INC				
EMS MANAGEMENT & CONSU...	EMS-022752	02/17/2026	January Ambulance Bill Processing	2,388.93
Vendor 12646 - EMS MANAGEMENT & CONSULTANTS INC Total:				2,388.93

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 13154 - ESU PURSUITS LLC				
ESU PURSUITS LLC	INV-2026-9323	02/17/2026	VID	6,350.84
			562,535,527,551,524,557,533, 537,523,512	
ESU PURSUITS LLC	INV-2026-9323	02/17/2026	VID# 532,536	1,270.16
			Vendor 13154 - ESU PURSUITS LLC Total:	7,621.00
Vendor: 10220 - EVERLASTING SIGN INC				
EVERLASTING SIGN INC	21238	02/17/2026	#2507 new vehicle graphics	580.99
			Vendor 10220 - EVERLASTING SIGN INC Total:	580.99
Vendor: 4342 - FELDMANS				
FELDMANS	326765	02/17/2026	Barrel pumps PS Shop	275.97
FELDMANS	326772	02/17/2026	Marking Paint - Cemetery	42.96
FELDMANS	326789	02/17/2026	2 pair thermal work gloves	31.98
			Vendor 4342 - FELDMANS Total:	350.91
Vendor: 13165 - FERNANDA DIAZ				
FERNANDA DIAZ	99754560	02/17/2026	Refund Deposit- South Park1/24/26	150.00
FERNANDA DIAZ	99754560	02/17/2026	Partial Retain- Diaz, F	-75.00
			Vendor 13165 - FERNANDA DIAZ Total:	75.00
Vendor: 10924 - GO CAR WASH MANAGEMENT CORP				
GO CAR WASH MANAGEMENT..	INV3641	02/17/2026	Car Wash for Jan 2026	60.00
			Vendor 10924 - GO CAR WASH MANAGEMENT CORP Total:	60.00
Vendor: 12160 - GUARDIAN SECURITY SYSTEMS INC				
GUARDIAN SECURITY SYSTEMS..	16956153	02/17/2026	Alarm System Jan 2026- PW Bldg	93.07
GUARDIAN SECURITY SYSTEMS..	16956153	02/17/2026	Alarm System Jan 2026- WWTP	93.06
			Vendor 12160 - GUARDIAN SECURITY SYSTEMS INC Total:	186.13
Vendor: 12686 - HANNA RUBBER CO				
HANNA RUBBER CO	30019605	02/17/2026	Gasket material Clarifier, adapater exterior hydra	221.00
			Vendor 12686 - HANNA RUBBER CO Total:	221.00
Vendor: 3078 - HD SUPPLY INC				
HD SUPPLY INC	INV00948634	02/17/2026	Lab supplies - WTP	605.40
			Vendor 3078 - HD SUPPLY INC Total:	605.40
Vendor: 10326 - HUBER & ASSOCIATES INC				
HUBER & ASSOCIATES INC	CW246708	02/17/2026	Enterpol to Digiticket Interface Maint	876.00
			Vendor 10326 - HUBER & ASSOCIATES INC Total:	876.00
Vendor: 6791 - ICON ENTERPRISES, INC.				
ICON ENTERPRISES, INC.	362164	02/17/2026	Civic Clerk Agendas & Minutes Mgmt, 1 yr renewal	9,514.13
			Vendor 6791 - ICON ENTERPRISES, INC. Total:	9,514.13
Vendor: 3289 - J & D EQUIPMENT INC				
J & D EQUIPMENT INC	58374	02/17/2026	2-Heavy duty toolboxes, Dist Maint VID#528	3,729.26
			Vendor 3289 - J & D EQUIPMENT INC Total:	3,729.26
Vendor: 12354 - JEFFREY COX				
JEFFREY COX	2601	02/17/2026	Training Contractor - Jan 2026 hours	3,905.00
			Vendor 12354 - JEFFREY COX Total:	3,905.00
Vendor: 10069 - JERRY'S NURSERY & LANDSCAPING, INC				
JERRY'S NURSERY & LANDSCA...	37547	02/17/2026	2 bucket loads Topsoil	130.00
			Vendor 10069 - JERRY'S NURSERY & LANDSCAPING, INC Total:	130.00
Vendor: 0359 - JIM'S LOCK & SAFE SERVICE INC				
JIM'S LOCK & SAFE SERVICE INC	119972	02/17/2026	Install new knob Lions Pk Concession Stand	255.00
			Vendor 0359 - JIM'S LOCK & SAFE SERVICE INC Total:	255.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 13167 - JOHN P. VAN DYKE				
JOHN P. VAN DYKE	33242	02/17/2026	Replacement pool vac, from 570000000704094	5,625.00
Vendor 13167 - JOHN P. VAN DYKE Total:				5,625.00
Vendor: 5345 - JOHNSON COUNTY WASTEWATER				
JOHNSON COUNTY WASTEWA...	0022296877	02/17/2026	WW Charges - 1/1/26-1/31/26	681.53
Vendor 5345 - JOHNSON COUNTY WASTEWATER Total:				681.53
Vendor: 0765 - KANSAS I-70 ASSOCIATION				
KANSAS I-70 ASSOCIATION	2093	02/17/2026	KS I-70 Assn 2026 Membership Dues	3,000.00
Vendor 0765 - KANSAS I-70 ASSOCIATION Total:				3,000.00
Vendor: 2023 - KANSAS MUNICIPAL JUDGES ASSOCIATION				
KANSAS MUNICIPAL JUDGES A...	0006423	02/17/2026	KMJA Annual Membership- Judge Landon	25.00
Vendor 2023 - KANSAS MUNICIPAL JUDGES ASSOCIATION Total:				25.00
Vendor: 5308 - KANSAS ONE-CALL SYSTEM, INC				
KANSAS ONE-CALL SYSTEM, I...	6010167	02/17/2026	Jan Locates (9)	78.47
Vendor 5308 - KANSAS ONE-CALL SYSTEM, INC Total:				78.47
Vendor: 10555 - KBI LAB				
KBI LAB	117364	02/17/2026	Lab Fee - Carranza, Avila Jesse Jr	400.00
KBI LAB	119635	02/17/2026	Lab Fee - Ellis, Toby	400.00
KBI LAB	122060	02/17/2026	Lab Fee - Gripka, Carissa	400.00
Vendor 10555 - KBI LAB Total:				1,200.00
Vendor: 12949 - KCJP				
KCJP	INV288420	02/17/2026	Janitorial Services CC- 2/1/26- 2/28/26	1,480.00
Vendor 12949 - KCJP Total:				1,480.00
Vendor: 4005 - KLEMP ELECTRIC MACHINERY CO INC				
KLEMP ELECTRIC MACHINERY ...	SO 43312	02/17/2026	Repair 10hp motor Sludge Pump #2 WWTP	580.00
Vendor 4005 - KLEMP ELECTRIC MACHINERY CO INC Total:				580.00
Vendor: 9816 - LARRY KLEEMAN				
LARRY KLEEMAN	2045	02/17/2026	Code book updates annual fee	1,500.00
Vendor 9816 - LARRY KLEEMAN Total:				1,500.00
Vendor: 6250 - LEXIS NEXIS RISK DATA MANAGEMENT INC				
LEXIS NEXIS RISK DATA MANA...	1100260393	02/17/2026	Monthly Subscription - 1/1/26 - 1/31/26	400.67
Vendor 6250 - LEXIS NEXIS RISK DATA MANAGEMENT INC Total:				400.67
Vendor: 8009 - LIFE-ASSIST, INC				
LIFE-ASSIST, INC	2060884	02/17/2026	Medtronic Oral/Nasal ET C02	169.00
Vendor 8009 - LIFE-ASSIST, INC Total:				169.00
Vendor: 11937 - LINDA HOHMAN				
LINDA HOHMAN	97644379	02/17/2026	Refund - cancelled KC Symphony day trip- bad weath	80.00
Vendor 11937 - LINDA HOHMAN Total:				80.00
Vendor: 12266 - LOGAN CONTRACTORS SUPPLY, INC				
LOGAN CONTRACTORS SUPPL...	G72494	02/17/2026	2 load straps, 29pc drill bit set VID# 528	227.84
Vendor 12266 - LOGAN CONTRACTORS SUPPLY, INC Total:				227.84
Vendor: 1836 - LOWE'S CREDIT SERVICES				
LOWE'S CREDIT SERVICES	77243	02/17/2026	12-5 gal buckets, wood filler, lumber CC BB Target	79.26
LOWE'S CREDIT SERVICES	83355	02/17/2026	Storage bins- VID#528	33.23
LOWE'S CREDIT SERVICES	84794	02/17/2026	Cable ties & 6500' fish tape, WWTP Sludge Rom	77.84

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
LOWE'S CREDIT SERVICES	CM0000538- 77106	02/17/2026	Credit- return unused cedar picket N Pk Fence	-46.67
Vendor 1836 - LOWE'S CREDIT SERVICES Total:				143.66
Vendor: 13032 - MAPS INC				
MAPS INC	588700	02/17/2026	Printing Overage 12/29/25-1/28/26	27.04
Vendor 13032 - MAPS INC Total:				27.04
Vendor: 7347 - MCGUIRE ELECTRIC LLC				
MCGUIRE ELECTRIC LLC	6961	02/17/2026	Elec comp, install & start up new Aerator Equip	16,365.70
Vendor 7347 - MCGUIRE ELECTRIC LLC Total:				16,365.70
Vendor: 6137 - METRO COURIER INC				
METRO COURIER INC	79779	02/17/2026	2 Sample Deliveries 1/22/2026	62.38
Vendor 6137 - METRO COURIER INC Total:				62.38
Vendor: 3759 - MIDWEST BUS SALES INC				
MIDWEST BUS SALES INC	R01003238301	02/17/2026	#109- Annual Lift Inspection	165.00
Vendor 3759 - MIDWEST BUS SALES INC Total:				165.00
Vendor: 6849 - MJV-A LLC				
MJV-A LLC	231618-013126	02/17/2026	Uniform Cleaning Service	63.00
Vendor 6849 - MJV-A LLC Total:				63.00
Vendor: 11822 - MOSCA DESIGN INC				
MOSCA DESIGN INC	45725	02/17/2026	Holiday Decor - LED Marquee	7,923.21
Vendor 11822 - MOSCA DESIGN INC Total:				7,923.21
Vendor: 13169 - NAOMI LAVELLE				
NAOMI LAVELLE	100776792	02/17/2026	Refund- Soccer	65.00
NAOMI LAVELLE	100776792	02/17/2026	Processing Fee	-10.00
Vendor 13169 - NAOMI LAVELLE Total:				55.00
Vendor: 13162 - NEXT GENERATION RECREATION				
NEXT GENERATION RECREATI...	2237	02/17/2026	50 % for Funbrella Shades	3,531.25
NEXT GENERATION RECREATI...	2243	02/17/2026	50% for Dog Park Equipment	4,837.73
Vendor 13162 - NEXT GENERATION RECREATION Total:				8,368.98
Vendor: 5050 - NORTHERN SAFETY CO INC				
NORTHERN SAFETY CO INC	907402967	02/17/2026	Tyvek Coveralls	321.00
Vendor 5050 - NORTHERN SAFETY CO INC Total:				321.00
Vendor: 12682 - O'REILLY AUTOMOTIVE INC				
O'REILLY AUTOMOTIVE INC	0264-441533	02/17/2026	2-5 pin relays VBIID#552	32.46
O'REILLY AUTOMOTIVE INC	0264-441848	02/17/2026	Wiper blades- VID#526	45.98
O'REILLY AUTOMOTIVE INC	0264-442198	02/17/2026	Wiper blades VID# 562, 527, 535	86.34
O'REILLY AUTOMOTIVE INC	0264-442294	02/17/2026	Diesel fuel additive - PW Shop	114.50
O'REILLY AUTOMOTIVE INC	0264-442594	02/17/2026	PW Shop Supplies	64.92
O'REILLY AUTOMOTIVE INC	0264-442892	02/17/2026	Wiper Blades	75.98
O'REILLY AUTOMOTIVE INC	0264-443302	02/17/2026	Lube & solvent gear box- WWTP	24.48
O'REILLY AUTOMOTIVE INC	0264-444029	02/17/2026	Strap wrench- WWTP	22.99
O'REILLY AUTOMOTIVE INC	0264-444234	02/17/2026	Diesel fuel additive- VID#528	22.90
Vendor 12682 - O'REILLY AUTOMOTIVE INC Total:				490.55
Vendor: 10494 - OZARK KENWORTH INC				
OZARK KENWORTH INC	R00204200011773	02/17/2026	Vehicle Maint Eng 91	1,485.67
Vendor 10494 - OZARK KENWORTH INC Total:				1,485.67
Vendor: 3393 - PACE ANALYTICAL SERVICES LLC				
PACE ANALYTICAL SERVICES L...	2660241666	02/17/2026	Monthly WTP Sampling	300.00
Vendor 3393 - PACE ANALYTICAL SERVICES LLC Total:				300.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11541 - PEREGRINE CORPORATION				
PEREGRINE CORPORATION	0078064	02/17/2026	Sect 5 January Util Bills (660/607)	453.45
Vendor 11541 - PEREGRINE CORPORATION Total:				453.45
Vendor: 3531 - PERRY AND TRENT LLC				
PERRY AND TRENT LLC	05897	02/17/2026	Fees for 1/1/26-1/31/26	589.00
Vendor 3531 - PERRY AND TRENT LLC Total:				589.00
Vendor: 12700 - POMP'S TIRE SERVICE INC				
POMP'S TIRE SERVICE INC	1250198994	02/17/2026	#73 Tire	122.05
Vendor 12700 - POMP'S TIRE SERVICE INC Total:				122.05
Vendor: 0904 - PREDATOR TERMITE & PEST CONTRL COMPANY, LLC				
PREDATOR TERMITE & PEST C...	020226	02/17/2026	Qtrly pest control- PW Bldg	140.00
PREDATOR TERMITE & PEST C...	020226	02/17/2026	Qtrly pest control- WWTP	115.00
Vendor 0904 - PREDATOR TERMITE & PEST CONTRL COMPANY, LLC Total:				255.00
Vendor: 12674 - PUSHWATER ENTERPRISES INC				
PUSHWATER ENTERPRISES INC	23233	02/17/2026	8.5X14 one sided maps, pad into 10 pads of 50	231.00
PUSHWATER ENTERPRISES INC	23256	02/17/2026	Printing envelopes window - Court 1000	222.00
PUSHWATER ENTERPRISES INC	23256	02/17/2026	Printing envelopes regular - Court 1000	227.00
Vendor 12674 - PUSHWATER ENTERPRISES INC Total:				680.00
Vendor: 8031 - REDDI SERVICES INC				
REDDI SERVICES INC	493566237	02/17/2026	Pump out Sludge Pump Room	475.69
Vendor 8031 - REDDI SERVICES INC Total:				475.69
Vendor: 11773 - RONALD TILDEN				
RONALD TILDEN	119521	02/17/2026	Flat repair VID# 517	20.00
RONALD TILDEN	119593	02/17/2026	#70 Oil change, tire rotation	89.90
RONALD TILDEN	119595	02/17/2026	#68 Oil change, tire rotation	89.90
RONALD TILDEN	119614	02/17/2026	#2501 Oil change, flat repair, tire rotation	136.90
RONALD TILDEN	119624	02/17/2026	Oil change Expedition	81.90
RONALD TILDEN	119661	02/17/2026	#69 oil change	69.95
RONALD TILDEN	119675	02/17/2026	#69 Mount & balance 4 new tires	121.80
Vendor 11773 - RONALD TILDEN Total:				610.35
Vendor: 11992 - SHARI DEMATO				
SHARI DEMATO	100688467	02/17/2026	Refund- Signed up Lukas Sawalich twice	55.00
SHARI DEMATO	97884416	02/17/2026	Refund self cancelled KC Symphony day trip-weathe	80.00
SHARI DEMATO	97884416	02/17/2026	Refund Baker, B, cancelled KC Symphony day trip	80.00
Vendor 11992 - SHARI DEMATO Total:				215.00
Vendor: 13160 - STAPLES				
STAPLES	6055050114	02/17/2026	Ink Cartridges HP952	78.15
STAPLES	6055050114	02/17/2026	Ink Cartridges 952 XL Black ink cartridge	54.40
STAPLES	6055287036	02/17/2026	8 X 11 copy paper 20lbs	212.45
STAPLES	6055287036	02/17/2026	Ink tonerHP 26A	92.72
Vendor 13160 - STAPLES Total:				437.72
Vendor: 12481 - STATE TRACTOR TRUCKING INC				
STATE TRACTOR TRUCKING INC	69293B	02/17/2026	300 Tons of Road Salt	17,627.52
Vendor 12481 - STATE TRACTOR TRUCKING INC Total:				17,627.52
Vendor: 12729 - SUMNERONE INC				
SUMNERONE INC	4523832	02/17/2026	Copier Rental PW Main Office 1/9/26-2/8/26	217.42

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
SUMNERONE INC	4523832	02/17/2026	Copier Rental - WTP 1/9/26-2/8/26	217.42
Vendor 12729 - SUMNERONE INC Total:				434.84
Vendor: 11572 - TELEFLEX LLC				
TELEFLEX LLC	9511137315	02/17/2026	EX-IO Power Driver X3	897.00
TELEFLEX LLC	9511160188	02/17/2026	EX-IO 15MM Needled box of 5	550.00
Vendor 11572 - TELEFLEX LLC Total:				1,447.00
Vendor: 10879 - TEUTONIC HOLDINGS LLC				
TEUTONIC HOLDINGS LLC	1232502	02/17/2026	Phone Service	271.89
Vendor 10879 - TEUTONIC HOLDINGS LLC Total:				271.89
Vendor: 6802 - TOTAL ELECTRIC CONTRACTORS INC				
TOTAL ELECTRIC CONTRACTO...	260025	02/17/2026	Repair traffic signal Front & Ced, Front-K7	477.00
Vendor 6802 - TOTAL ELECTRIC CONTRACTORS INC Total:				477.00
Vendor: 7022 - U.S. POSTAL SERVICE				
U.S. POSTAL SERVICE	Box 38	02/17/2026	PO BOX Rental Fee 12 months 2026	438.00
Vendor 7022 - U.S. POSTAL SERVICE Total:				438.00
Vendor: 5824 - ULINE INC				
ULINE INC	203556412	02/17/2026	5 boxes earplugs, 24 sfty glasses	485.42
ULINE INC	203556412	02/17/2026	Air fresheners & 6 lg push brooms	258.41
Vendor 5824 - ULINE INC Total:				743.83
Vendor: 12998 - VITAL RECORDS HOLDINGS, LLC				
VITAL RECORDS HOLDINGS, LLC	5993153	02/17/2026	Shred Services	62.35
Vendor 12998 - VITAL RECORDS HOLDINGS, LLC Total:				62.35
Vendor: 12683 - W W GRAINGER INC				
W W GRAINGER INC	9790041249	02/17/2026	2 suspended elec ceiling htrs, WWTP sludge press r	1,305.08
W W GRAINGER INC	9790656145	02/17/2026	2 tarps & hooks, WTP Chem romm	37.06
W W GRAINGER INC	9790656152	02/17/2026	2 Wall elec htrs- WWTP Sludge press room	1,887.38
Vendor 12683 - W W GRAINGER INC Total:				3,229.52
Vendor: 2043 - WEIS FIRE & SAFETY EQUIPMENT				
WEIS FIRE & SAFETY EQUIPM...	199416	02/17/2026	TD30 Halligan	288.72
WEIS FIRE & SAFETY EQUIPM...	199440	02/17/2026	30 minute flare (11)	77.00
Vendor 2043 - WEIS FIRE & SAFETY EQUIPMENT Total:				365.72
Vendor: 1321 - WESTLAKE HARDWARE				
WESTLAKE HARDWARE	14008716	02/17/2026	Tarps for backfill use- Dist Maint	86.96
WESTLAKE HARDWARE	14008736	02/17/2026	Portable heater- WWTP	129.99
WESTLAKE HARDWARE	14008743	02/17/2026	Kerosene heatres & fuel- WWTP Sludge Press Rm	299.97
WESTLAKE HARDWARE	14008745	02/17/2026	Ext Cords & work gloves- WWTP	158.97
WESTLAKE HARDWARE	14008748	02/17/2026	Jigsaw blades - Parks Maint	19.99
WESTLAKE HARDWARE	14008752	02/17/2026	Garden Hose - WTP Maint	41.99
WESTLAKE HARDWARE	14008756	02/17/2026	Misc hardware replace box VID#520	3.60
WESTLAKE HARDWARE	14008757	02/17/2026	Kerosene - WWTP Heaters	69.98
WESTLAKE HARDWARE	14008763	02/17/2026	Insulation- Sludge pump room	33.98
WESTLAKE HARDWARE	14008766	02/17/2026	Station Supplies - Dremel	139.99
WESTLAKE HARDWARE	14008768	02/17/2026	Chainsaw bar & chain oil, misc hardware, Parks Mai	54.86
WESTLAKE HARDWARE	14008770	02/17/2026	Spray paint basketball target	9.99
WESTLAKE HARDWARE	14008771	02/17/2026	Fasteners to mount tools new engine	146.87

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
WESTLAKE HARDWARE	14008812	02/17/2026	Fuel for saws/blowers	77.94
WESTLAKE HARDWARE	CM0000536- 14008765	02/17/2026	Return Credit Dremel	-64.99
Vendor 1321 - WESTLAKE HARDWARE Total:				1,210.09
Vendor: 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS				
WILSON & COMPANY INC ENG...146248		02/17/2026	Project Management Services for 138th St. Project	20,444.46
Vendor 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS Total:				20,444.46
Grand Total:				345,265.54

Memorandum

Date: February 23, 2026
To: Mayor and City Council
From:

Subject: Appointments to Boards and Commissions

Recommendation: The Mayor recommends approval.

Action: Make a motion to approve the appointment to boards and Commissions as presented.

Background: Reappoint the following:

Band Commission - Andrew Christensen, Kristen Christensen, Adrienne Hixson each for three additional years

Library Board - John Mackey for an additional four years

Discussion:

Financial Impact:

Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Mark Lee

Subject: BSCP-02-24 - Comprehensive Plan Amendment - Future Land Use Map Amendment

Recommendation: The Planning Commission and Staff recommend approval.

Action: Make a motion to adopt an ordinance amending the Future Land Use Map of the Comprehensive Plan of Bonner Springs and its planning area.

Background: A staff report is included; additionally, the approved Planning Commission meeting minutes from the July 16th, 2024 meeting are attached.

Discussion: A public hearing was held at the July 16th, 2024 Planning Commission meeting; by a unanimous vote (7-0), with one member absent, the Planning Commission recommended approval with eight staff stipulations. After recommendation for approval by the Commission, the project stalled and negotiations between the city and the developer ensued. Those negotiations have ended, the properties are closed, and the project is back up and running.

Financial Impact:

City of
Bonner Springs
Agenda Item Cover Sheet

Agenda Item No. 5

BSCP-02-24

Topic: **PUBLIC HEARING-** Consider a request to amend the Bonner Springs Future Land Use Map as currently indicated within the Comprehensive Plan for the property address of 720 N. 118th Street.

Narrative:

The property at 720 N. 118th Street has gone through several planning processes over the past several years but no development has ever occurred upon the property. The Future Land Use Map indicated this area previously was reserved for Mixed-Use; Residential and Commercial but was changed in 2023 to Industrial and subsequently rezoned as such.

The parcel is currently zoned LI (Light Industrial) and was included within the most recent development proposed by VanTrust Real Estate and previously within the proposed Bonner Crossing development. The current request is to amend the Future Land Use Map of the Comprehensive Plan from Industrial back to Mixed-Use. If the request is approved, a rezoning will be required also. Staff is working with the development team to determine the best zoning or if a new zoning district needs created.

The property lacks utilities and would require the extension of services, including but not limited to sanitary sewer, water, electricity, interior roadways, etc. The necessary agreements will be put in place with the Unified Government regarding any necessary utilities the UG is to provide; similar to the Bonner Crossing and VanTrust projects.

This request is one of many steps in the process for the Mattel Adventure Park and surrounding amenities.

Presented by: Mark Lee- Community Development Director

Staff Recommendation:

Staff recommends that the Future Land Use Map be amended to reflect the proposed mixed use for the parcel at 720 N. 118th Street.

Attachments:

Staff Report (6pgs)
Legal Description (1pg)
Aerial Image (8.5x11)

REQUEST FOR APPROVAL TO AMEND THE FUTURE LAND USE MAP AS INDICATED IN THE COMPREHENSIVE PLAN OF BONNER SPRINGS; REQUESTED AMENDMENT IS FROM INDUSTRIAL TO MIXED-USE WITH A LOCATION OF 720 N. 118th STREET.

MEETING DATE: July 16, 2024
REPORT WRITTEN: July 2, 2024
APPLICATION #: BSCP-02-24

APPLICANT:

EMAP KC, LLC
Glen Bilbo
5323 N. 99th Avenue, Suite 215
Glendale, AZ 85305

ENGINEER

Renaissance Infrastructure Consulting
8653 Penrose Lane
Lenexa, KS 66219

REQUEST:

The applicant is requesting to amend the Future Land Use Map (FLUM) as indicated in the Comprehensive Plan; the requested amendment will be from Industrial to Mixed-Use. The property in question is located west of the intersection of 118th Street and Speedway Boulevard.

BACKGROUND:

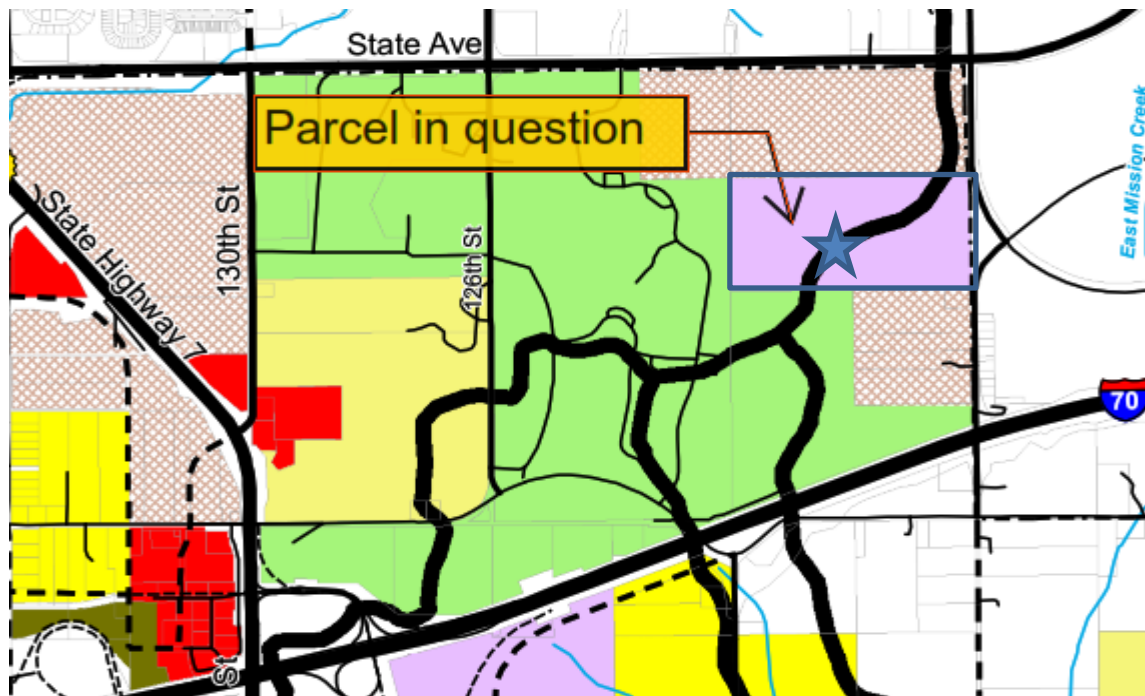
The property at 720 N. 118th Street has gone through several planning processes over the past several years but no development has ever occurred upon the property. The Future Land Use Map indicated this area previously was reserved for Mixed-Use; Residential and Commercial but was changed in 2023 to Industrial and subsequently rezoned as such.

The parcel is currently zoned LI (Light Industrial) and was included within the most recent development proposed by VanTrust Real Estate and previously within the proposed Bonner Crossing development. The current request is to amend the Future Land Use Map of the Comprehensive Plan from Industrial back to Mixed-Use. If the request is approved, a rezoning will be required also. Staff is working with the development team to determine the best zoning or if a new zoning district needs created.

The property lacks utilities and would require the extension of services, including but not limited to sanitary sewer, water, electricity, interior roadways, etc. The necessary agreements will be put in place with the Unified Government regarding any necessary utilities the UG is to provide; similar to the Bonner Crossing and VanTrust projects.

This request is one of many steps in the process for the Mattel Adventure Park and surrounding amenities

THE CURRENT FUTURE LAND USE MAP DESIGNATION:



FACTORS FOR CONSIDERATION:

The Comprehensive Plan which includes the Future Land Use Map has been amended several times over the years. As requests are reviewed and approved by the Planning Commission and Governing Body, the Future Land Use Map is updated. The current Future Land Use Map reflects the 80+/- acres as an Industrial land use designation; the subject property abuts industrial uses to the east, Wyandotte County Park to the west, large tract residential to the south and vacant land directly north. Continued industrial development is expected to continue around the Kansas Speedway and is currently being marketed as such.

This parcel and the surrounding acreage are proposed to become part of the overall development site of the Mattel Adventure Park and surrounding amenities.

The Comprehensive Plan states:

Mixed Use : (Primarily Commercial; and if residential, more than 6 dwelling units per acre): The Mixed-Use category includes a variety of office, small-scale retail, and general business uses that are service-commercial oriented, located in centers that can accommodate related uses. The vision for Mixed Use entails a traditional downtown feel with a compact, vibrant setting at a pedestrian scale with a mix of uses including businesses, services, shopping, recreational opportunities, and residential. The most prominent mixed-use areas will be in and around the downtown, but areas with an urban residential character may also support mixed use, provided the scale, location and design is compatible with the character and intensity of the neighborhood.

The Comprehensive Plan encourages that walkable, mixed-used neighborhoods be incorporated into Bonner Springs new developments. These developments are intended to consist of a variety of residential uses, civic, cultural, retail, commercial and business uses, and professional offices and financial institutions in a compact, vibrant setting at a pedestrian friendly scale. They shall be designed to include a network of direct and interconnected streets, pedestrian, and bicycle connections.

Mixed use areas should be internally served by a system of collector and local streets, as well as sidewalks and pedestrian and bicycle pathways.

Industrial: The Industrial designation is intended to provide locations for manufacturing, warehousing and distribution, indoor, and screened outdoor storage, and a wide range of other industrial services and operations.

Because of their potential environmental impacts, industrial uses should generally be located away from population centers or must be adequately buffered. Traffic generated by industrial uses should not pass-through residential areas. Sites should have access to one or more major arterials or highways capable of handling heavy truck traffic. Railroad access is also beneficial to certain types of industrial uses. Light industrial uses can typically be located in areas that also contain some highway-oriented commercial uses, and might benefit from close proximity and better access to their local customer base. Storage, loading, and work operations should be screened from view along all industrial area boundaries (when adjacent to non-industrial uses) and along all public streets. Such screening shall incorporate features such as trees, plantings and berms.

Per the Bonner Springs Zoning Regulations there are five (5) factors used when considering amendments to the Future Land Use Map, those factors follow with staff and applicants' responses.

Responses from the applicant are shown in bold italics

1. What has changed since the Comprehensive Plan was adopted to warrant this request?

In 2016 a plan was submitted for development on the parcel to the north for mixed-use and low density residential, that plan did not materialize; nor did it include this parcel in particular but would have been adjacent. Another concept plan that was submitted in 2019 did include this parcel. It was developed using a Mixed-Use concept that included things such as a concert venue and E-sports arena; to a multi-story hotel and residential living. This plan proceeded through several process with the Planning Commission and Governing Body but it also did not materialize. The most recent change to industrial was a result of the surrounding property in KCK being utilized in a similar fashion and thoughts of keeping these areas similar in use.

Property directly to the east in Kansas City, Kansas has since been developed in an industrial manner with the construction of the URBN Distribution Center. A Master Plan of the remaining area "Speedway Commerce Center" indicates up to 2.3 million square feet of industrial building space to be located on 200 acres mainly on the southern side of Speedway Boulevard – between Interstate 70 and Speedway Boulevard.

With the proposed Mattel Adventure Park the applicant wishes to return the use of the property in question back to mixed use in order to fit their proposed plan.

The comprehensive plan recently approved in January 2024 serves as a guide for development throughout the City. Along with the adoption of the plan, the proposed 80 acres was changed from a MXD (2018) use to Industrial to accommodate specific development. With the current proposal, the industrial use is no longer required. Therefore, the proposed change back to MXD is warranted

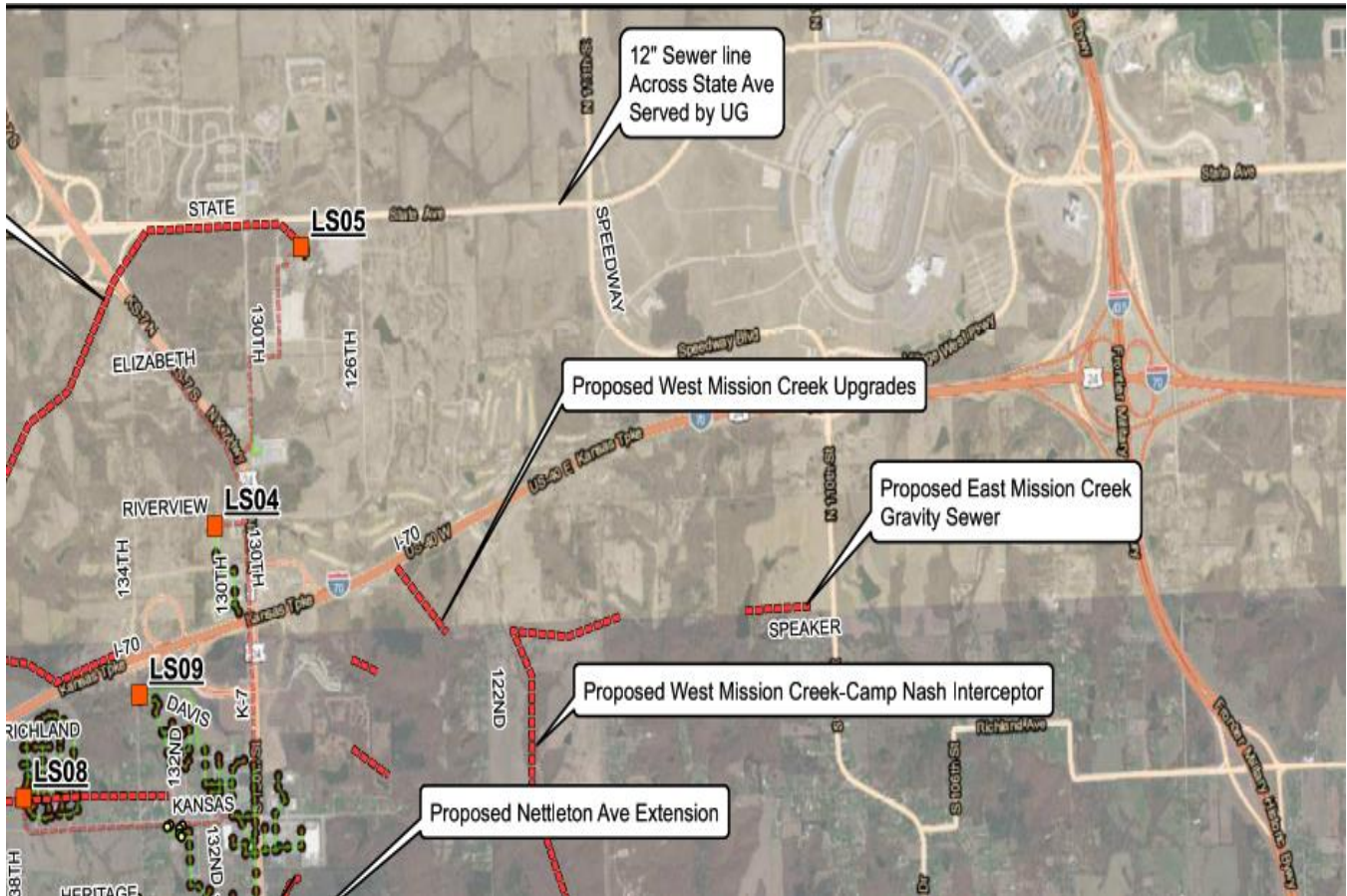
2. Traffic Counts and Pattern Changes?

Traffic counts and patterns have changed drastically over the past decade or two with more and more individuals utilizing State Avenue and Speedway Boulevard to access both the Village West area as well as Interstate 70. With the proximity of this parcel to the Interstate access at North 110th it does lend itself to better mobility of large-scale traffic including large numbers of daily trips. While staff is not so much concerned over the number of individual users, i.e., daily vehicle use, race day traffic or the like; this area does provide for quick and easy access to the Interstate system for such future theme park goers.

The property is surrounded by adjacent arterial streets with State Ave and Speedway Blvd to the north and east respectively. 118th Street connects at the southeast corner of the property and heads to the south of I-70. The closest access to I-70 is the Speedway Blvd/110th Street interchange. A traffic study for the proposed project will be conducted in conjunction with the studies completed for the American Royal development located to the NE of this property.

3. Utility/Infrastructure Changes?

There are currently no utilities owned or operated by the City of Bonner Springs upon the site or surrounding area. Infrastructure improvements would need to be undertaken by the developer in order to make the site usable. Per the 2019 Sanitary Sewer Mater Plan; the site is indicated as receiving its sanitary sewer services through a 12-inch sewer line on the north side of State Avenue that is part of the Unified Government sanitary system. Staff has discussed the possibility of providing water through several different means but have not landed on one yet.



The site has been identified as being served by BPU for sanitary, Evergy for electric, Bonner Springs for water and Kansas Gas for gas services. In addition, the UG has jurisdiction over both State Ave & Speedway Blvd. There will be a need for planned utility and infrastructure changes as the project progresses.

Status of Floodplain/Hydrology?

The site lies on undulating ground that drains southeast with smaller portions draining to the north, there is no floodplain located within the site. Stormwater run-off will need to be addressed with development of the site.

The site is outside of identified FEMA flood zones. Runoff from the proposed development will be captured and released at pre-construction levels by the use of onsite detention ponds

4. Changes in Surrounding Land Use?

Recently, the surrounding property has undergone changes to more industrial uses and more are slated to occur with the proposed development of the Speedway Commerce Center, shown below. The American Royal project is moving full steam ahead in the northeast corner of this intersection as well. With the completion of the Royal, it will provide an additional means of entertainment along with Legends Field, Sporting KC, the Legends, The Kansas Speedway and other nearby attractions; the proposed Mattel Adventure Park will be a great fit. The majority of surrounding ground remains undeveloped.



SPEEDWAY COMMERCE CENTER | MASTER PLAN
SPEEDWAY BLVD | KANSAS CITY, KS 66111

SITE PLAN



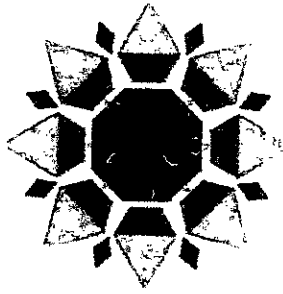
The property is located in the NE corner of Bonner Springs with State Avenue and 118th Street acting as the approximate boundary. To the west and southwest of the property is County Parkland (Wyandotte County Park). No changes to these areas have been identified or would be expected. To the Southeast, future land use indicates MXD. The proposed change from industrial to MXD will only enhance and connect the MXD uses throughout this location in Bonner Springs.

STAFF RECOMMENDATION:

Staff recommends that the Future Land Use Map be amended to reflect the proposed mixed use for the parcel, 720 N. 118th Street, for the Mattel Adventure Park with the following stipulations.

1. A Traffic Impact Study shall be conducted by the applicant and submitted to the City for review prior to platting of the property.
2. A rezoning of the property in question will need to occur to meet the developments requirements.
3. Developer shall be responsible for the extension of services including but not limited to, sanitary sewer, water, other public utilities as required to make the site developable.
4. A preliminary and final plat adhering to the requirements of the Bonner Springs Unified Development Ordinance shall be submitted and approved by the City prior to building permits being issued.
5. Any and all construction drawings shall be submitted to the City for review and approval prior to site improvements commencing
6. A Privately Funded Public Improvements construction agreement shall be prepared and approved by all parties prior to commencement of construction on any utility or street infrastructure that the City of Bonner Springs shall ultimately maintain.
7. The final plat shall be recorded with the Wyandotte County Register of Deeds.
8. In addition to the recommendations/stipulations listed within this staff report, the developer/property owner agrees to abide by all Zoning Ordinances and Subdivision Regulations of the City of Bonner Springs.

If **APPROVED** this item will move to the Governing Body; the request will be presented at the August 12, 2024 regular meeting.



City of Bonner Springs

KANSAS

Planning Commission Minutes - Regular Meeting - July 16, 2024

PLANNING COMMISSION MEETING - 7:00 PM -

CALL TO ORDER - ROLL CALL - Sherri Neff absent

CONSENT AGENDA -

Approval of the minutes from the June 25, 2024 meeting. - Lloyd Mesmer moved Paul Zeps seconded to approve the minutes of the June 25, 2024, Planning Commission Meeting.

OLD BUSINESS - None

NEW BUSINESS -

PUBLIC HEARING – Comprehensive Plan Amendment – BSCP-01-24 - Consider a request to amend the Vision 2025 and Beyond Comprehensive Plan with the adoption of the Bonner Springs Downtown Masterplan; a Planning Sustainable Places program – as prepared by the Lamar Johnson Collaborative. - Larry Clark moved to open the Public Hearing for the Comprehensive Plan Amendment - BSCP-01-24 amending the Vision 2025 and Beyond Comprehensive Plan with the adoption of the Bonner Springs Downtown Masterplan a Planning Sustainable Places program - as prepared by the Lamar Johnson Collaborative.

Comprehensive Plan Amendment - BSCP-01-24 - adoption of the Downtown Bonner Springs Masterplan as an amendment to the Vision 2025 and Beyond Comprehensive Plan. - Larry Clark moved Lloyd Mesmer seconded to approve the Comprehensive Plan - BSCP-01-24 Bonner Springs Downtown Masterplan as an amendment to the Vision 2025 and Beyond Comprehensive Plan.

The vote passed 7-0.

PUBLIC HEARING Comprehensive Plan Amendment – BSCP-02-24 – Consider a request to amend the Bonner Springs Future Land Use Map as currently indicated within the Comprehensive Plan for the property address of 720 N. 118th Street. - Paul Zeps moved to open the Public Hearing for the Comprehensive Plan Amendment - BSCP -02-24- to consider a request to amend the Bonner Springs Future Land Use Map as currently indicated within the Comprehensive Plan for the property address of 720 N 118th Street.

Tim Kelly, 11 N 118th Street, spoke about being transparent and having more information, the timing of the project, utilities and a traffic study. Mark Lee, Community Development Planner, addressed his questions and informed him that all the information and the packet for tonight's meeting could be found on the city website.

Paul Steinwachs, 510 N 118th St, asked about the future masterplan of the properties south of the rezoned property. Staff directed them to look at the city website and at this time there were no plans for changes.

Comprehensive Plan Amendment - BSCP-02-24 - amendment to the Future Land Use Map of the Vision 2025 and Beyond Comprehensive Plan. - Lloyd Mesmer moved Larry Clark seconded to

approve Comprehensive Plan Amendment - BSCP -02-24- to the Bonner Springs Future Land Use Map as currently indicated within the Comprehensive Plan for the property address of 720 N 118th Street.

The vote passed 7-0.

PUBLIC HEARING – BSZO-03-24 – Consider an amendment to the Unified Development Ordinance Amendment creating the new zoning district – Recreational Vehicle (RV) Parks and providing regulations regarding the district. - Larry Clark moved to open the Public Hearing BSZO - 03-24 to consider an amendment to the Unified Development Ordinance Amendment creating the new zoning district for Recreational Vehicle (RV) Parks and providing regulations regarding the district.

Tim Kelly, 11 N 118th Street, asked about specifics on the ordinance for RV parks and could he get a copy. Staff let him know that the information could be found on the City website and that the entire packet for this meeting was there.

Unified Development Ordinance Amendment - BSZO-03-24 - creation of a Recreational Vehicle Park (RV Park) Zoning District and design guidelines for said district. - Paul Zeps moved Vincent Bombardier seconded to approve the Unified Development Ordinance BSZO -03-24 new zoning regulations for Recreational Vehicle (RV) Parks as written.

The vote passed 7-0.

OPEN AGENDA -

COMMUNITY DEVELOPMENT DIRECTORS REPORT - Mark Lee, Community Development Planner, talked about Quik Trips sign application and the sign they are requesting is bigger than what is allowed.

Staff informed the board that the Country Stampede will be having a follow-up meeting Friday, July 19th. To our knowledge, it went well, but ticket sales were lower than expected. They had incimate weather to deal with.

Greg Gebauer asked about changing the times of the meetings in the future and Mark Lee stated we would need to look at the bylaws to see what is required to do so.

ADJOURNMENT - 7:29 pm

ORDINANCE NO. _____

An Ordinance to Amend the Future Land Use Map of the Comprehensive Plan For BSCP-02-24, a Change from an Industrial designation to a Mixed-Use Designation for 720 N. 118th Street in the City of Bonner Springs, Wyandotte County, Kansas

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

Section I: That the Land Use designation on the Future Land Use Map of the Comprehensive Plan be amended for the following described tract of land situated in the South One-Half of the northeast Quarter Section 9, Township 11 South, Range 23 East, in the City of Bonner Springs, Wyandotte County, Kansas being more particularly described as follows:

THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 11, RANGE 23, WYANDOTTE COUNTY, KANSAS, EXCEPT ALL THAT PART TAKEN FOR ROAD PURPOSES AND ALSO EXCEPT THE FOLLOWING: A TRACT OF LAND IN THE SOUTH 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 NORTH LINE OF SAID SOUTH 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 NORTHEAST CORNER OF SAID SOUTH 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 SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03 DEGREES 59 MINUTES 42 SECONDS, A DISTANCE OF 117.77 FEET TO SAID WEST RIGHT-OF-WAY LINE; THENCE NORTH 02 DEGREES 22 MINUTES 48 SECONDS WEST ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 115.68 FEET TO THE POINT OF BEGINNING.

from an Industrial designation to a Mixed-Use Land Use designation under BSCP-02-24 for 720 N. 118th Street.

Section II: Approval is subject to the following (8) conditions:

1. A Traffic Impact Study shall be conducted by the applicant and submitted to the City for review prior to platting of the property.
2. A rezoning of the property in question will need to occur to meet the developments requirements.
3. Developer shall be responsible for the extension of services including but not limited to, sanitary sewer, water, other public utilities as required to make the site developable.
4. A preliminary and final plat adhering to the requirements of the Bonner Springs Unified Development Ordinance shall be submitted and approved by the City prior to building permits being issued.
5. Any and all construction drawings shall be submitted to the City for review and approval prior to site improvements commencing
6. A Privately Funded Public Improvements construction agreement shall be prepared and approved by all parties prior to commencement of construction on any utility or street infrastructure that the City of Bonner Springs shall ultimately maintain.
7. The final plat shall be recorded with the Wyandotte County Register of Deeds.
8. In addition to the recommendations/stipulations listed within this staff report, the developer/property owner agrees to abide by all Zoning Ordinances and Subdivision Regulations of the City of Bonner Springs.

Upon approval of this Ordinance the Future Land Use Map shall be amended to reflect the changes approved under BSCP-02-24.

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

Approved by the Governing Body and signed by the Mayor on this ___ day of February, 2026.

Thomas A. Stephens, Mayor

ATTEST:

Christina Brake, CMC, City Clerk

(SEAL)

Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Mark Lee

Subject: BSRZ-03-25 - Rezoning - Bungalows at Bonner Springs

Recommendation: Staff recommended approval; the Planning Commission recommended denial.

Action: 1. Make a motion to adopt an ordinance approving the rezoning request for the Bungalows at Bonner Springs.

or

2. Make a motion to uphold the Planning Commission's recommendation to deny the rezoning request for the Bungalows at Bonner Springs.

or

3. Make a motion to remand the item back to the Planning Commission for further discussion and consideration of _____ at the next Planning Commission meeting, and return the application with a recommendation to the Council.

Background: A public hearing was held at the January 20th Planning Commission meeting. A motion to approve was presented and seconded, but with a unanimous vote against the motion (0-6), recommending the denial of the rezoning.

Discussion: Staff's report and meeting minutes are attached.

The Council has three choices in this instance:

1. Approve the ordinance against the planning commission's recommendation. This requires a 2/3 majority.
2. Deny the ordinance upholding the Planning Commission's recommendation.
3. Remand the application back to the Planning Commission with a specific statement of finding similar to "Please consider the traffic study and return your recommendation to the Council."

Financial Impact:

City of Bonner Springs Agenda Item Cover Sheet

Agenda Item No. 5

BSRZ-03-25
REZONING

Topic: PUBLIC HEARING - REZONING – BSRZ-03-25 – Bungalows at Bonner Springs – 300 S. 130th Street - Consider a request for rezoning – The requested change is from RR (Rural residential District) and MR (Mixed-Residential) to PD-MR (Planned District Mixed- Residential District).

Narrative:

A portion of the property was rezoned in 2023 from A-1 (Agricultural) to R-3 (Multi-Family Residential) in preparation of the Cornerstone Apartment project. That project failed to come to fruition after several steps and processes were completed. These steps and processes included, the approved rezoning, an approved lot split, the submittal of a Traffic Impact Study, Stormwater Drainage Study, an approved Site and Landscape plan, etc.

In mid-June of 2025, staff was contacted about the potential of redeveloping/developing the proposed area by another development group. The proposed rezoning would allow for the construction of 186 market rate, single family build-for-rent dwelling units. The development will be comprised of a mix of housing units; consisting of 28 one-bedroom homes – constructed as duplexes, 86 two-bedroom homes and 70 three-bedroom homes. A clubhouse is proposed for the development, along with a mix of covered and uncovered parking, internal sidewalks and other amenities for the residents of the development.

The property consists of approximately 21 acres; 2 gated vehicular ingress/egress areas are indicated upon the provided plan. A large tract will be left undeveloped for stormwater management purposes. A Traffic Impact and Drainage Study have both been submitted for review along with an overall site and landscape plan.

If the proposed rezoning is approved, a preliminary plat has been submitted and follows this agenda item.

Presented by: Mark Lee - Community Development Director

Staff Recommendation:

Staff recommends the Planning Commission approve the requested zoning change for 300 S. 130th Street from RR (Rural Residential) and MR (Mixed-Residential) to the designation of PD-MR (Planned District – Mixed-Residential) with staff stipulations.

Attachments:

Staff Report (6pgs)
Current zoning (included within staff's report)
Site Rendering (1pg)
Landscaping Plan (1pg)
Dwelling Unit Renderings (7pgs)

REQUEST FOR APPROVAL OF A ZONING CHANGE FROM RR (RURAL RESIDENTIAL) AND MR (MIXED-RESIDENTIAL) TO THE ZONING CATEGORY OF PD-MR (PLANNED DISTRICT MIXED RESIDENTIAL) FOR 300 S. 130TH STREET.

MEETING DATE: January 20, 2026
REPORT WRITTEN: December 29, 2025
APPLICATION #: BSRZ-03-25

APPLICANT:
Advanced Acquisitions, LLC
15300 N. 90th Street, Suite 200
Scottsdale AZ 85260

ENGINEER/SURVEYOR
Lamp Rynearson
9001 State Line Rd, Suite 200
Kansas City MO 64114

REOUEST:
The applicant is requesting approval to rezone 300 S. 130th Street from RR and MR; Rural Residential and Mixed-Residential to PD-MR (Planned District Mixed-Residential).

COMPREHENSIVE PLAN/FUTURE LAND USE MAP:
The Future Land Use Map currently designates this property as Mixed-Use

- SURROUNDING FUTURE LAND USE DESIGNATIONS:**
- North Right of Way for Interstate 70
 - South Commercial and High-Density Residential
 - East Right of Way for Kansas Highway 7
 - West Low Density Residential

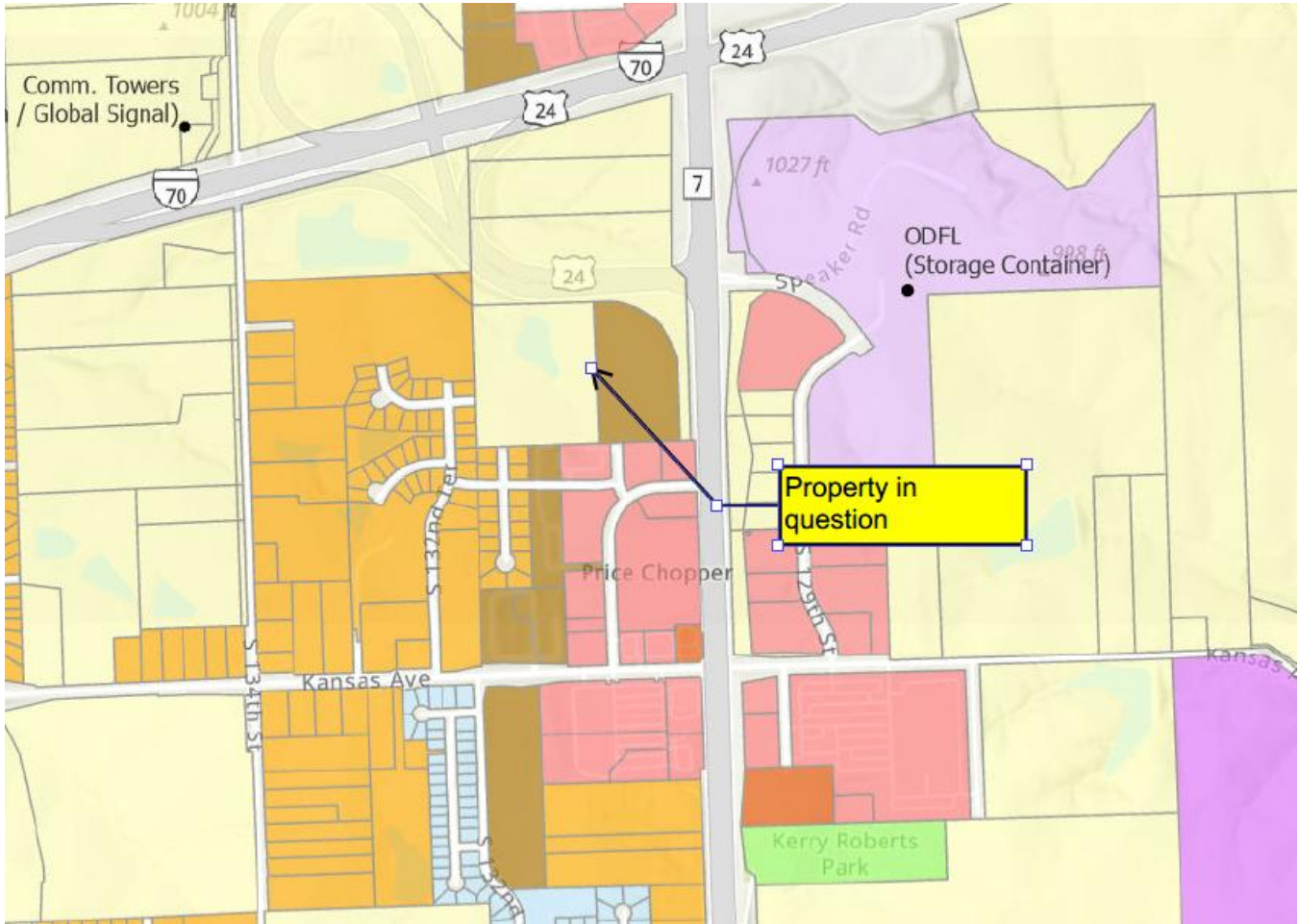
BACKGROUND:
The property was rezoned in 2023 from A-1 (Agricultural) to R-3 (Multi-Family Residential) in preparation of the Cornerstone Apartment project. That project failed to come to fruition after several steps and processes were completed. These steps and processes included, the approved rezoning, an approved lot split, the submittal of a Traffic Impact Study, Stormwater Drainage Study, an approved Site and Landscape plan, etc.

In mid-June of 2025, staff was contacted about the potential of redeveloping/developing the proposed area by another development group. The proposed rezoning would allow for the construction of market rate, single family build-for-rent development. The development will consist of a mix of housing units consisting of 28 one-bedroom homes – constructed as duplexes, 86 two-bedroom homes and 70 three-bedroom homes. A clubhouse is proposed for the development along with a mix of covered and uncovered parking.

The property consists of approximately 21 acres; 2 gated vehicular ingress/egress areas are indicated upon the provided plan. A large tract will be left undeveloped for stormwater management purposes. A Traffic Impact and Drainage Study have both been submitted for review along with an overall site and landscape plan.

If the proposed rezoning is approved, a preliminary plat has been submitted and follows this agenda item.

THE CURRENT ZONING CONFIGURATION:



SURROUNDING ZONING –

- North Right of Way for Interstate 70
- South GC; General Commercial
- East Right of Way for Kansas Highway 7
- West GR; General Residential

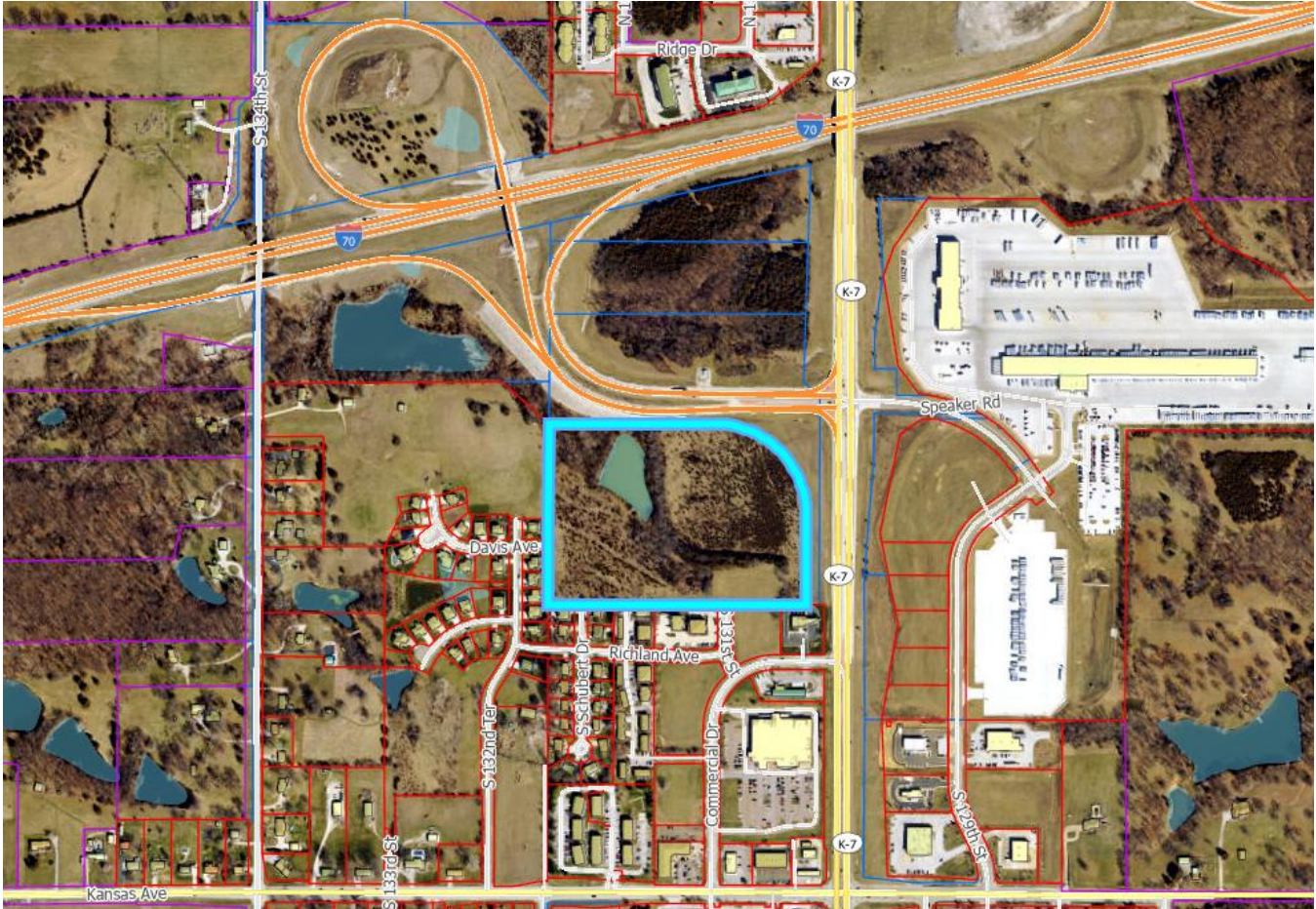
REZONING:

Section 2.03.A.2.b of the Bonner Springs Unified Development Ordinance and the *Golden* case, the factors to be used in determining approval or denial of an application for rezoning are as follows:

- The compatibility of the existing and proposed zoning conditions to the Comprehensive Plan;
- The character of the neighborhood or built environment surrounding the affected property;
- The compatibility of the zoning and allowed uses of surrounding properties;
- The suitability of the affected property to its existing and proposed zoning conditions;
- The extent to which removal or Alteration of the existing zoning designation will negatively impact nearby property;
- The impact on the general health, safety, and welfare of the public caused by the existing and proposed zoning conditions;
- The professional recommendations of the City's staff and Development Review Team;
- The availability and adequacy of required public improvements to serve the existing and proposed zoning conditions.
- The impacts the proposed zoning condition will have on the built and natural environment, including but not limited to storm water runoff, water, air, and noise pollution, lighting, or other adverse impacts; and
- The ability of the affected Parcel to satisfy the subdivision regulations and Development Standards of these regulations under the proposed zoning conditions.

CHARACTER OF THE IMMEDIATE AREA –

The area surrounding the subject property consists of public right of way for both Kansas Highway 7 and Interstate 70, it is bordered on the south by commercial and multi-family residential, and to the west by residential zoning districts. The area north and east of the proposed development is limited in use due to the public right of way, but those uses to the south and west consist of single-family and multi-family residential living along with commercial uses to the south as well.



THE SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED –

The property is currently vacant and contains no structures. The Future Land Use Map reflects this area as mixed-use. There are two mixed use zoning districts, one being MR; Mixed Residential District, the other being MC; Mixed Commercial District. The latter does not support the inclusion of residential living. The rezoning of this property would adhere to that designation and surrounding zoning districts providing for residential living within close proximity of commercial businesses. Proposed development in 2023, changed a portion of the property’s zoning RR to R-3; Multi-Family Residential at that time. That development did not come to fruition and property has sat vacant since.

THE EXTENT TO WHICH REMOVAL OF THE PRESENT ZONING WILL DETRIMENTALLY AFFECT NEARBY PROPERTY –

A portion of the property is currently zoned as MR; Mixed Residential, the remaining portion would be difficult to develop under the RR; Rural Residential requirements. The zoning classification of which is being requested will remain residential in nature and will mirror those properties in close proximity.

THE LENGTH OF TIME THE PROPERTY HAS REMAINED VACANT AS ZONED –

The property is vacant; several proposals have come forward over the years but development has not occurred upon it to date. The parcel has remained vacant for almost two decades.

THE RELATIVE GAIN TO THE PUBLIC HEALTH, SAFETY, AND WELFARE BY THE DESTRUCTION OF THE VALUE OF THE PETITIONER’S PROPERTY AS COMPARED TO THE HARDSHIP IMPOSED UPON THE INDIVIDUAL

This rezoning would allow for the applicant to develop the ground in a similar fashion to that which it is surrounded by. The proposed development, while being rezoned to PD-MR, is in fact a single-family residential development. The one-bedroom units are proposed as “duplex” units; therefore, it could not be accurately depicted as solely single-family. The “Planned Development” portion allows for deviations from the requirements of the Unified Development Ordinance; those deviations are tied to the plan that drives the development forward through construction.

RECOMMENDATION OF PROFESSIONAL STAFF-

Staff would recommend approval of the requested rezoning from MR and RR, Mixed-Residential and Rural Residential Districts to a PD-MR, Planned Mixed-Residential District.

THE CONFORMANCE OF THE REQUESTED REZONING TO THE DULY ADOPTED COMPREHENSIVE PLAN –

The Comprehensive Plan's Future Land Use Map currently identifies the subject property as Mixed-Use.

The Mixed-Use zoning districts are intended to provide a live-work-play scenario within close proximity or with the inclusion of residential living with a variety of types and styles. This live-work-play lifestyle is intended to provide retail and commercial uses within walking distance of the residents that live within the area.

There are two mixed use zoning districts, one being MR; Mixed Residential District, the other being MC; Mixed Commercial District. The latter does not support the inclusion of residential living. The rezoning of this property would adhere to that designation and surrounding zoning districts providing for residential living within close proximity of commercial businesses. The requested zoning conforms to the Comprehensive Plan by providing residential living within close proximity of commercial uses.

The Comprehensive Plan states:

MIXED-RESIDENTIAL DISTRICT (MR):

The Mixed- Residential District is considered High Density Residential consisting of multi-family dwellings. More than 6 units and up to 18 units per acre. The intent of this district is to provide for a mix of residential development types within a single project, but does not provide for the development of supporting commercial uses. In developed areas of the City, the scale and density of individual structures should be limited as necessary to maintain harmony with the surrounding area. However, retirement homes, rest homes, adult congregate living facilities and similar uses also may be appropriate in this category at higher densities and higher unit counts given that the impact of these types of dwellings units is often far less than a “standard” residential development.

Mixed-Residential Districts should be located close to arterial and collector streets. The neighborhoods should possess direct connections to work, shopping, and leisure activities, but settings where the only access provided consists of local streets passing through lower density neighborhoods should be avoided. To avoid monotonous streetscapes, the incorporation of a variety of housing models and sizes is strongly encouraged. Larger buildings shall be designed with a variety of wall planes and roof forms to create visual interest. Projects should be compatible with the established mass and scale of other buildings along the block.

MIXED-USE COMMERCIAL DISTRICT

The vision for Mixed-Use Commercial entails a traditional feel with a compact, vibrant setting at a pedestrian scale with a mix of uses including businesses, services, shopping, recreational opportunities, and residential. The most prominent mixed-use commercial areas will have an urban residential character that will support mixed use, provided the scale, location and design is compatible with the character and intensity of the neighborhood.

The Comprehensive Plan encourages that walkable, mixed-used neighborhoods be incorporated into Bonner Springs new developments. These developments are intended to consist of a variety of residential uses, civic, cultural, retail, commercial and business uses, and professional offices and financial institutions in a compact, vibrant setting at a pedestrian friendly scale. They shall be designed to include a network of direct and interconnected streets, pedestrian, and bicycle connections. Mixed-use areas should be internally served by a system of collector and local streets, as well as sidewalks and pedestrian and bicycle pathways.

Developments should contain a focal point or activity center which possess the most intense and largest number of uses. From this activity center uses should become less intense transitioning from commercial to higher density residential to low density residential. The transitioning should be gradual, allowing one area to interface well with the other. Mixed use neighborhoods shall be designed in a manner which protects and preserves natural features of the site, including mature stands of trees, wetlands, drainages, or ridgelines, as open space amenities that serve as identifying or character defining features.

Infill and redevelopment shall be designed in a manner that is sensitive to and reflects the character of the surrounding neighborhood. Important design considerations include building scale, mass, roof form, height, and orientation, parking location, lot coverage, architectural character, and landscape elements. As in the existing downtown Bonner Springs area, conversion of upper floors above retail storefronts to office or residential uses is strongly encouraged to reinforce the variety and vitality of the downtown environment. The provision of outdoor dining and seating areas along the sidewalk edge is strongly encouraged, particularly in the city center area, to create activity along the street and increase the overall vitality of the area.

Active, visible uses that encourage pedestrian activity, such as restaurants or retail storefronts, are most appropriate as first floor uses in the core area of the mixed-use area. Offices, residential, or other uses that typically are “closed off” from the street and lend little to the pedestrian atmosphere should be encouraged as upper floor uses in retail areas. Neighborhood streets and access roads should follow the natural contours of topographic features to minimize slope disturbances, maximize scenic views, and conserve natural features and vegetation. Access management shall be provided along arterial streets to limit the number of curb-cuts and maintain traffic carrying capacity and safety

STAFF RECOMMENDATION:

Staff recommends the Planning Commission approve the requested zoning change for 300 S. 130th Street from MR and RR, Mixed-Residential District and Rural Residential to, PD-MR Planned Mixed-Residential District with staff stipulations.

Staff would further recommend the following if the request is approved by the Commission.

1. A Traffic Impact Study/Analysis shall be conducted by the applicant and submitted to the City, KDOT and others for review and approval prior to final approval of the project.
2. A Storm Water Management Study shall be prepared and provided to the City for review and approval prior to commencement of the project.
3. A Site and Landscape Plan shall be provided and reviewed for approval as stated in the Unified Development Ordinance.

4. Developer shall be responsible for the extension of services including but not limited to, sanitary sewer, water and/or other public utilities as required by the City of Bonner Springs.
5. Any and all applicable construction drawings shall be submitted to the City for review and approval prior to site improvements commencing.
6. A Privately Funded Public Improvements construction agreement shall be prepared and approved by all parties prior to commencement of construction on any utility or street infrastructure that the City of Bonner Springs shall ultimately maintain.
7. Building permits shall be applied for and issued for any improvements or construction projects for which they are required.
8. In addition to the recommendations/stipulations listed within this staff report, the property owner agrees to abide by the Unified Development Ordinance of the City of Bonner Springs when applicable.
9. The applicable plat shall be reviewed and approved by City Staff, Unified Government Staff and any other pertinent review parties.
10. A preliminary and final plat adhering to the requirements of the Bonner Springs Unified Development Ordinance shall be submitted and approved by the City prior to building permits being issued.
11. Once reviewed and approved the plat shall be filed with the Wyandotte County Register of Deeds with one copy being returned to City Hall for filing.

If approved, this item will move to the Governing Body. The request will be presented at the February 9, 2026 regular meeting for final action.

LEGEND

—	BOUNDARY LINE	— X — X —	FENCE
- - -	LOT LINE	- - - - -	EDGE OF WATER
- - - - -	SECTION LINE	- - - - -	EXISTING TREE LINE
- - - - -	EASEMENT & SETBACK LINES	□	EXISTING BUILDINGS
	RIGHT-OF-WAY	□	PROPOSED BUILDINGS
	LIMITS OF NO ACCESS	□	PROPOSED FULL DEPTH ASPHALT PAVEMENT / OR CONCRETE PAVEMENT
SS	SANITARY SEWER	□	PROPOSED CONCRETE PAVEMENT
ST	STORM SEWER	□	PROPOSED CONCRETE SIDEWALK
O/U	OVERHEAD UTILITIES	⊙	PARKING STALL COUNT
G	GAS		
W	WATER		
FO	FIBER OPTIC		
E	ELECTRIC		
CA	CABLE		
T	TELEPHONE		

LEGEND - BUILDING TYPE

□	ONE BEDROOM
□	TWO BEDROOM
□	THREE BEDROOM
□	GARAGE

PROJECT TEAM

DISCIPLINE	CONTACT INFORMATION
DEVELOPER	ADVANCED ACQUISITIONS, LLC JEREMY HALL jhall@acvancompanies.com 480.627.7000 8800 E. RAINTREE DRIVE, SUITE 300 SCOTTSDALE, ARIZONA 85260
PLANNER	RVI PLANNING + LANDSCAPE ARCHITECTURE JESSICA MILLER jmill@rviplanning.com 480.994.0994 4900 N. SCOTTSDALE ROAD, SUITE 1200 SCOTTSDALE, ARIZONA 85251
ENGINEER	LAMP REYNOLSON DAN MCGHEE dan.mcgee@lampreynolson.com 816.361.0440 9001 STATE LINE ROAD, SUITE 200 KANSAS CITY, MO 64114

4900 N. Scottsdale Rd. Suite 1200
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

NORTH

0 30' 60' 120'

SCALE: 1" = 60'-0"

Know what's below.
Call before you dig.

SITE DATA	Existing	Proposed	Deviation Requested?	Approval
Zoning	MR, FR	PD-MR		
Gross Land Area				
in square feet	933,702.00	933,702.00		
in acres	21.43	21.43		
Right-of-way Dedication				
in square feet	0	0		
in acres	0	0		
Net Land Area				
in square feet	933,702.00	933,702.00		
in acres	21.43	21.43		
Building Area (sq. ft.)	0	248,433.24		
Floor Area Ratio	0	0.27		
Residential Use Info				
Total Dwelling Units	0	186		
Detached House	0	0		
Zero lot line House	0	0		
Cottage House	0	156		
Semi-attached House	0	0		
Townhouse	0	0		
Two-unit House	0	15		
Multi-unit House	0	0		
Colonnade	0	0		
Multiplex	0	0		
Multi-unit Building	0	0		
Total Lots	0	1		
Residential	0	1		
Public/ Civic	0	0		
Commercial	0	0		
Industrial	0	0		
Other	0	0		

BUILDING DATA	BUILDING TYPE	BUILDING FOOTPRINT AREA SF	NUMBER OF BUILDINGS	TOTAL BUILDING AREA SF	NUMBER OF DWELLING UNITS
ONE BEDROOM	1,354.00	15	20,310.00	30	
TWO BEDROOM	1,013.00	86	87,118.00	86	
THREE BEDROOM	1,370.00	70	95,900.00	70	
CLUBHOUSE	2,256.00	1	2,256.00		
6 CAR GARAGE	1,530.33	22	33,667.26		
5 CAR GARAGE W ADA	1,530.33	6	9,181.98		
			248,433.24	186	
TOTAL BUILDING FOOTPRINT AREA				248,433	
PROJECT TOTAL DWELLING UNITS				186	

PARKING DATA	VEHICLE SPACES	
	REQUIRED	PROPOSED
TYPICAL PARKING STALLS	372	259
ADA PARKING STALLS INCLUDING GARAGES	9	9
GARAGE PARKING STALLS	0	156
TOTAL	381	424

GENERAL SITE NOTES

- ALL PARKING STALLS ARE 9' WIDE AND 18' LONG. PARKING STALLS IN GARAGE ARE 9' WIDE AND 20' LONG.
- ALL ACCESSIBLE PARKING SHALL MEET AND BE SIGNED PER CITY STANDARDS.
- ALL DRIVE AISLE WIDTHS ARE 27' WIDE BACK OF CURB TO BACK OF CURB UNLESS OTHERWISE NOTED.
- A 30-FT BUILDING SETBACK IS PROPOSED ALONG THE KDOT THOROUGHFARE (K-7 AND I-70), AS THE EXISTING KDOT RIGHT-OF-WAY WIDTHS ARE EXTENSIVE. A 25-FT WIDE LANDSCAPE BUFFER IS PROPOSED ALONG THE KDOT RIGHT-OF-WAY.
- BUILDING SEPARATION IS 10' MINIMUM.
- SIDEWALKS BETWEEN UNITS ARE 5' WIDE.
- SIDEWALK ADJACENT TO PARKING STALLS ARE 6' WIDE.
- TRACT A IS TO BE OWNED AND MAINTAINED BY LOT 1 OWNER AND IS TO BE USED FOR STORMWATER MANAGEMENT.

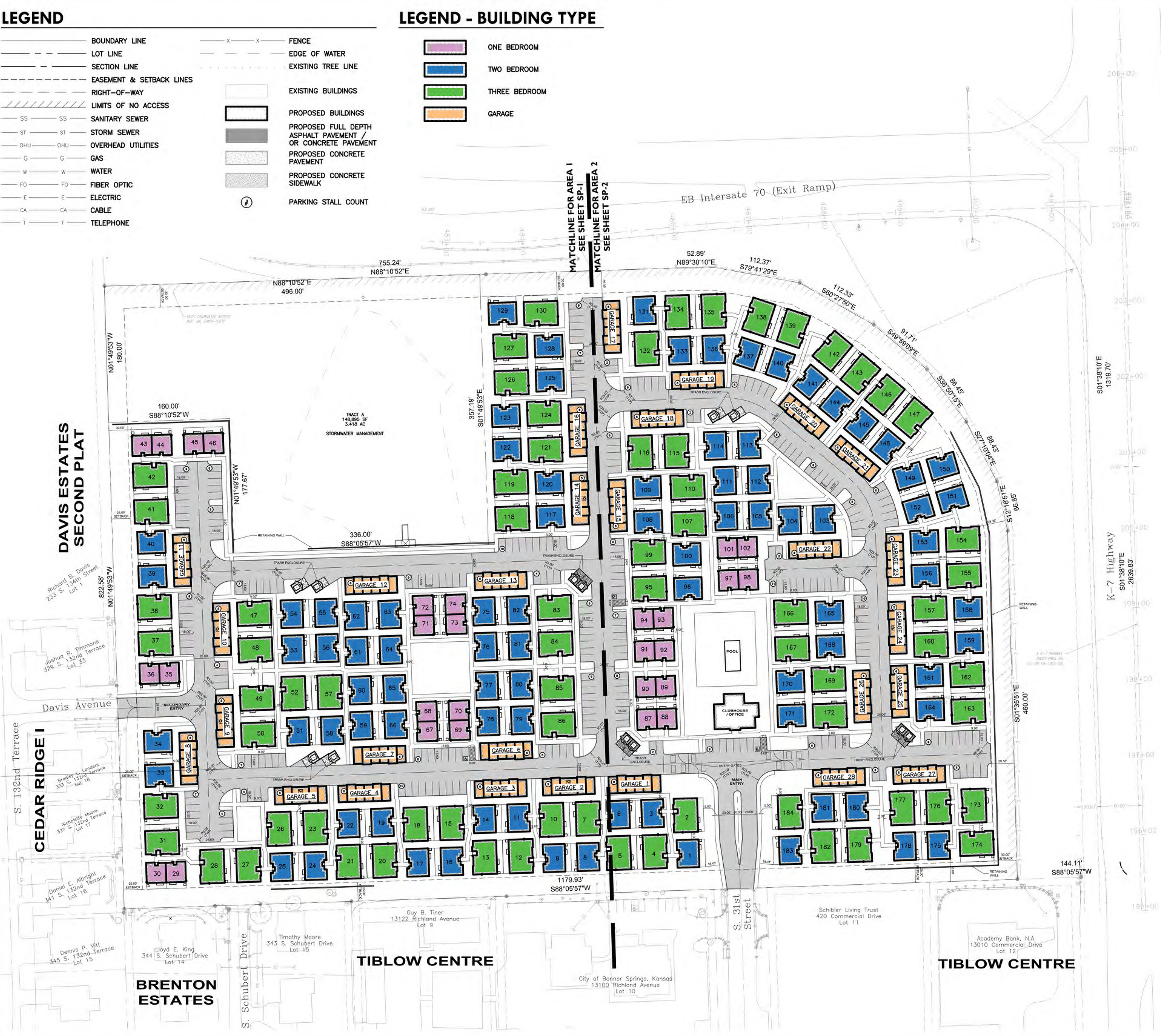
PROJECT NO: 25007109
DATE: DECEMBER 10, 2025
DRW: JM
RWW: JM

REVISIONS

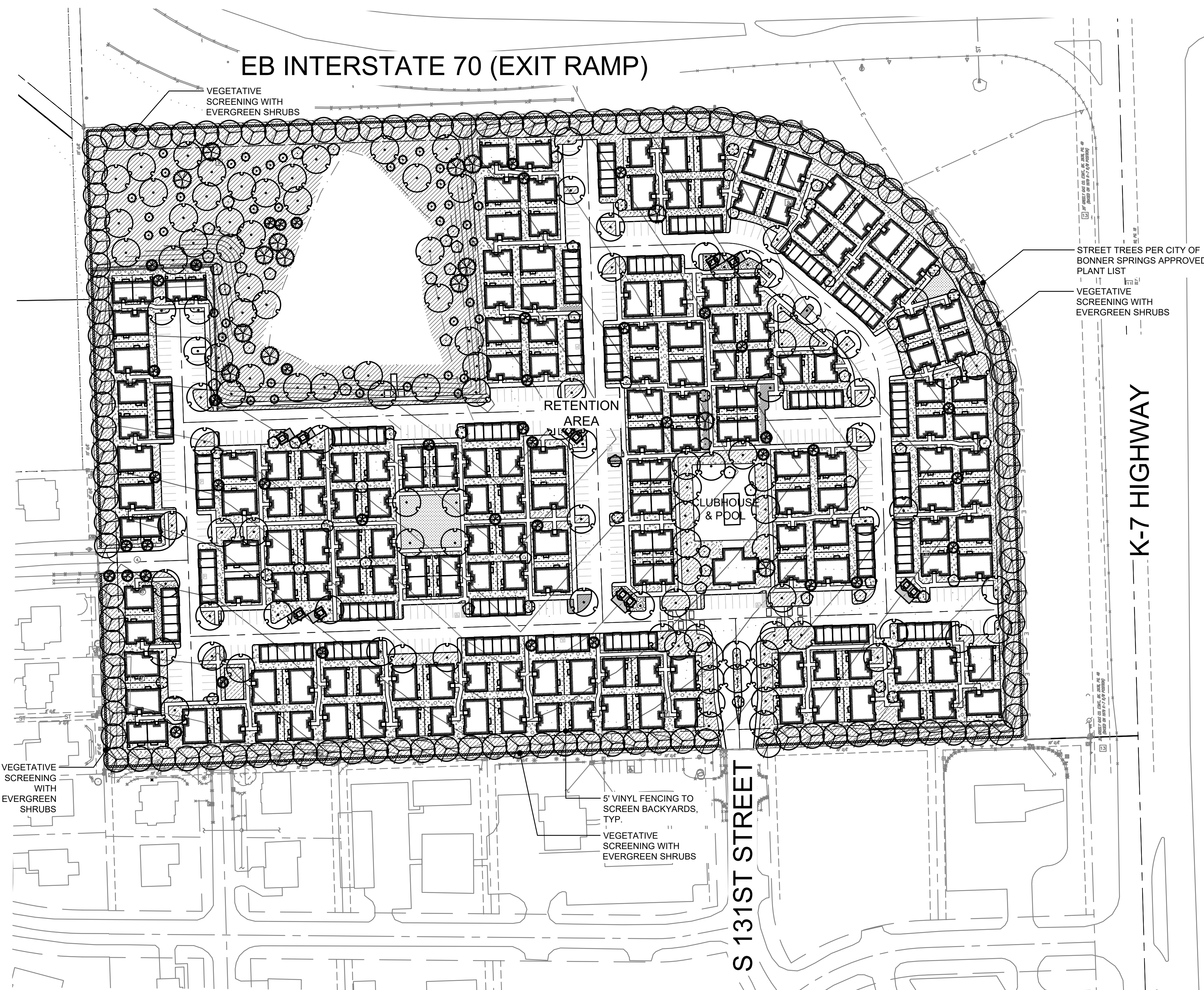
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OVERALL SITE PLAN

SP.C



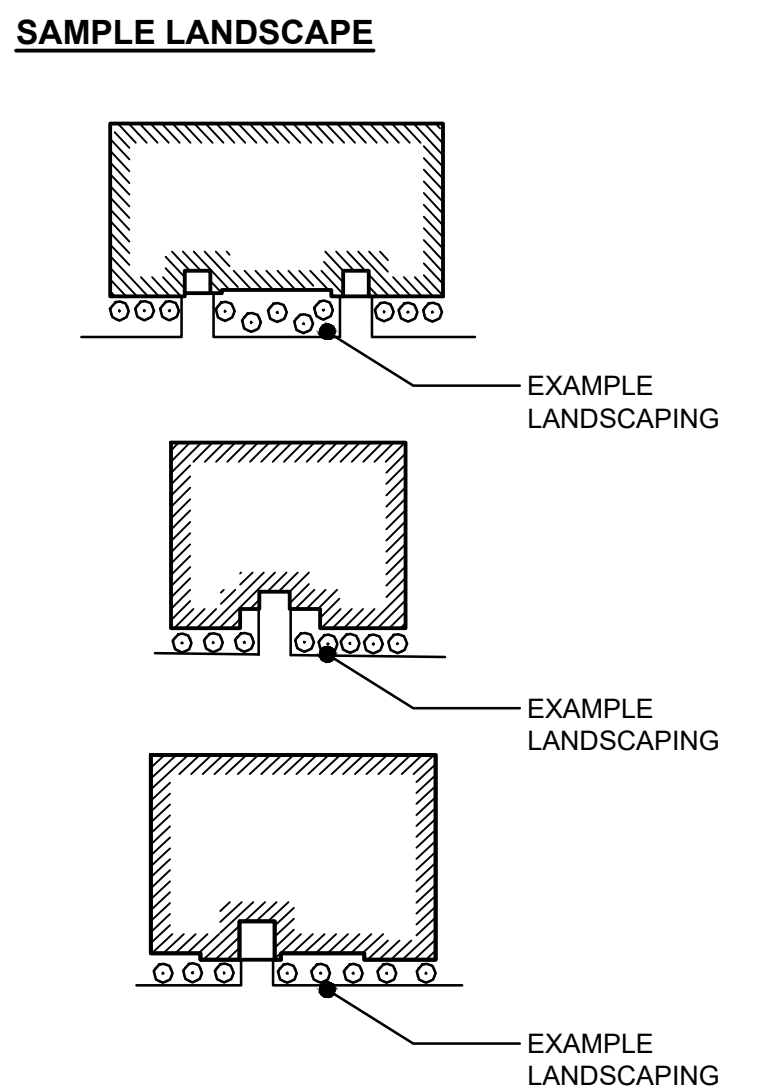
BUNGALOWS AT BONNER SPRINGS
 DEVELOPMENT PLAN SUBMITTAL
 BONNER SPRINGS, WYANDOTTE COUNTY, KANSAS



SITE DATA:
 SITE AREA: 21.4 AC (+/-)
 GROSS DENSITY: 8.6 DU/AC

PRELIMINARY PLANT SCHEDULE

SYMBOL	QUANTITY
	178
	132
	176
	99



Landscape Code Review (Unified Development Ordinance)

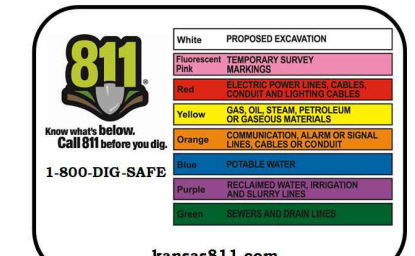
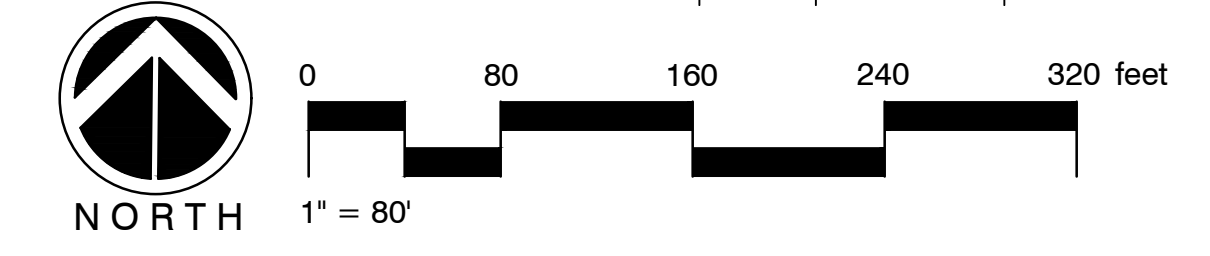
Code	Required	Provided	Notes & Calculations
Chapter 4.03 E2b	1,923 lf (64 trees required, 641 shrubs required.)	64 trees provided, 641 shrubs provided	25' wide min buffer planting. One shade tree per 301.f. and 1 shrub per 31.f
Chapter 4.03 E2c	18021.f. (45 trees required, 601 shrubs required)	53 trees provided, 601 shrubs provided.	Arterial Street Buffer: 25' wide min., One shade tree per forty feet and one shrub per 31.f.
Chapter 4.03 G2	672,224 landscape area (s.f.). 224 trees required	277 Shade and Evergreen Trees Provided buffer and parking lot)	One shade tree required per 300 sq. ft. of overall landscape area (excluding buffer and parking lot)

GROUND COVERS

	BACK YARD
	LAWN SOD
	LOW GROW GRASS AND NATIVE WILDFLOWER SEED MIX
	NON-IRRIGATED LAWN SEED
	STONE GROUND COVER

PLANT SCHEDULE LEGEND

SYMBOL	BOTANICAL / COMMON NAME	SIZE	CAL	PLANTING HEIGHT	MATURE H/W
CONIFEROUS TREES					
	Abies concolor White Fir	-		6'-8'	H 30'-50'. W 20'-40'
	Picea pungens Colorado Spruce	-		H 6'-8'	H 40'-70'. W 20'-35'
	Picea pungens 'Densata' Colorado Blue Spruce	-		H 6'-8'	H 40'-70'. W 20'-35'
	Pinus strobus Easter White Pine	-		H 6'-8'	H 20'-40'. W 10'-15'
	Taxodium distichum 'Shawnee Brave' Shawnee Brave Bald Cypress	-		H 6'-8'	H 50'-75'. W 15'-20'
DECIDUOUS TREES					
	Acer ginnala 'Flame' Flame Amur Maple	-	Multi		H 20'. W 20'.
	Acer rubrum 'October Glory' October Glory Red Maple	-	Cal 3"		H 45', W 45'
	Acer saccharum 'Green Mountain' Green Mountain Sugar Maple	-	Cal 3"		H 50'-60'. W 30'-40'
	Cercis canadensis Redbud	-	Multi-Stem	H 6'-8'	H 15'-20'. W 15'-20'
	Gleditsia triacanthos var. inermis 'Shademaster' Shademaster Honey Locust	-	Cal 3"		H 40'. W 40'
	Koelreuteria paniculata Golden Raintree	-	Cal 2.0"		H 15'-20'. W 20'-25'
	Malus x 'Prairifire' Prairifire Crabapple	-	Cal 2.0"		H 15'-20'. W 15'-20'
	Malus x 'Spring Snow' Spring Snow Crabapple	-	Cal 2.0"		H 15'-20'. W 15'-20'
	Platanus x acerifolia London Planetree	-	Cal 2.0"		H 60'-80'. W 50'-60'
	Quercus alba White Oak	-	Cal 2.0"		H 20'-30'. W 30'-40'
	Quercus rubra Northern Red Oak	-	Cal 2.0"		H 20'-30'. W 20'-25'
SYMBOL	BOTANICAL / COMMON NAME	SIZE	REMARKS	MATURE H/W	
SHRUBS					
	Andropogon gerardii 'Pawnee' Pawnee Big Bluestem	1 gal		H 4'-6', W 2'	
	Bouteloua gracilis 'Blonde Ambition' Blonde Ambition Blue Grama	1 gal		H 3', W 3'	
	Buxus x 'Green Velvet' Green Velvet Boxwood	3 gal		H 3'-4', W 3'-4'	
	Calamagrostis x acutiflora 'Karl Foerster' Karl Foerster Feather Reed Grass	1 gal		H 2', W 3'	
	Carex oshimensis 'Carfi01' EverColor® Everest Japanese Sedge	1 gal		H 1.5', W 2'	
	Chasmanthium latifolium Northern Sea Oats	1 gal		H 2'-3', W 2'	
	Hosta x 'Blue Angel' Blue Angel Hosta	1 gal		H 2'-3', W 2'-3'	
	Hosta x 'June' June Hosta	1 gal		H 2', W 2'	
	Hydrangea paniculata 'Jane' Little Lime® Panicle Hydrangea	3 gal		H 3'-5', W 3'-5'	
	Hydrangea paniculata 'SMHPLQF' Little Quick Fire® Panicle Hydrangea	3 gal		H 3'-5', W 3'-5'	
	Juniperus horizontalis 'Monber' Icee Blue® Creeping Juniper	1 gal		H 6", W 6'-8"	
	Juniperus x 'Grey Owl' Grey Owl Juniper	3 gal		H 3', W 6'	
	Liriope muscari 'Big Blue' Big Blue Lilyturf	1 gal		H 1.5', W 1.5'	
	Miscanthus sinensis 'Morning Light' Morning Light Eulalia Grass	1 gal		H 5', W 3'-4'	
	Miscanthus sinensis 'Oktoberfest' Oktoberfest Eulalia Grass	1 gal		H 6'-7', W 3'-4'	
	Penstemon digitalis 'Husker Red' Husker Red Penstemon	1 gal		H 2', W 2'	
	Rudbeckia fulgida 'Little Goldstar' Little Goldstar Black-Eye Susan	1 gal		H 2', W 2'	
	Spiraea betulifolia 'Tor' White Frost™ Birchleaf Spirea	3 gal		H 3', W 3'-4'	
	Sporobolus heterolepis Prairie Dropseed	1 gal		H 3', W 3'	
	Veronica longifolia 'Eveline' Eveline Speedwell	1 gal		H 1.5', W 1.5'	
	Viburnum rhytidophyllum 'Alleghany' Leatherleaf Viburnum	5 gal		H 8'-10', W 8'-10'	
	Vinca minor 'Blue and Gold' Blue and Gold Periwinkle	1 gal		H 6'-8", W 1'-1.5"	



COLEMAN DESIGN GROUP
 landscape architecture
 111 E. DUNLAP AVENUE, SUITE 1-107
 PHOENIX, AZ 85020
 602-432-5507
 www.colemandesigngroup.net

REGISTRATION:
 DESIGNED: TEAM
 DRAWN: TEAM
 APPROVED: JBC
 PROJECT NO.: 25-060

PROJECT:

BUNGALOWS AT BONNER SPRINGS
 BONNER SPRINGS, KANSAS

PREPARED FOR:

CAVAN COMPANIES
 15300 N. 90th Street, Suite 200
 Scottsdale, AZ 85260
 CONTACT: Jon Hamel

LANDSCAPE CONSTRUCTION DRAWINGS

DATE: DECEMBER 5, 2025

REVISIONS:

NO.	DATE	ITEM

CITY NUMBERS:

PLANTING PLAN L-4.00



REAR



FRONT

SMALL AMENITY BUILDING
Cottage

Scale: 1/4" = 1'-0"

CAVAN COMPANIES

Scottsdale, Arizona

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A1.1





LEFT



RIGHT

SMALL AMENITY BUILDING

Cottage

Scale: 1/4" = 1'-0"

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A1.2





FRONT



REAR



REAR

PERSPECTIVE VIEWS

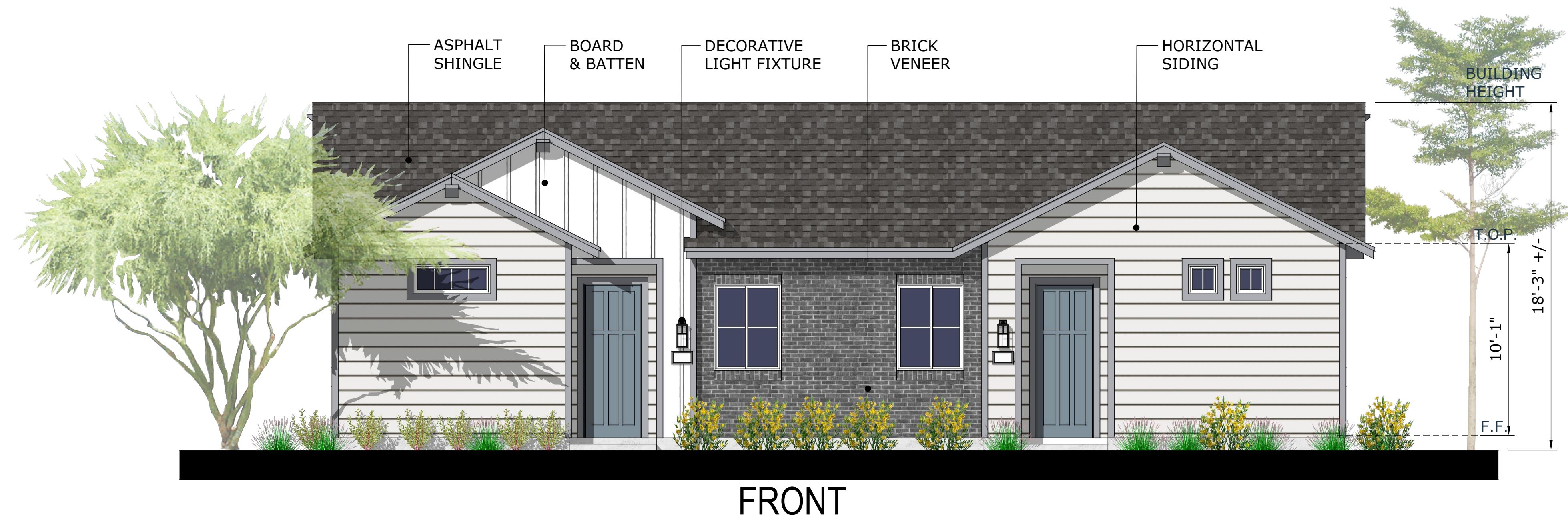
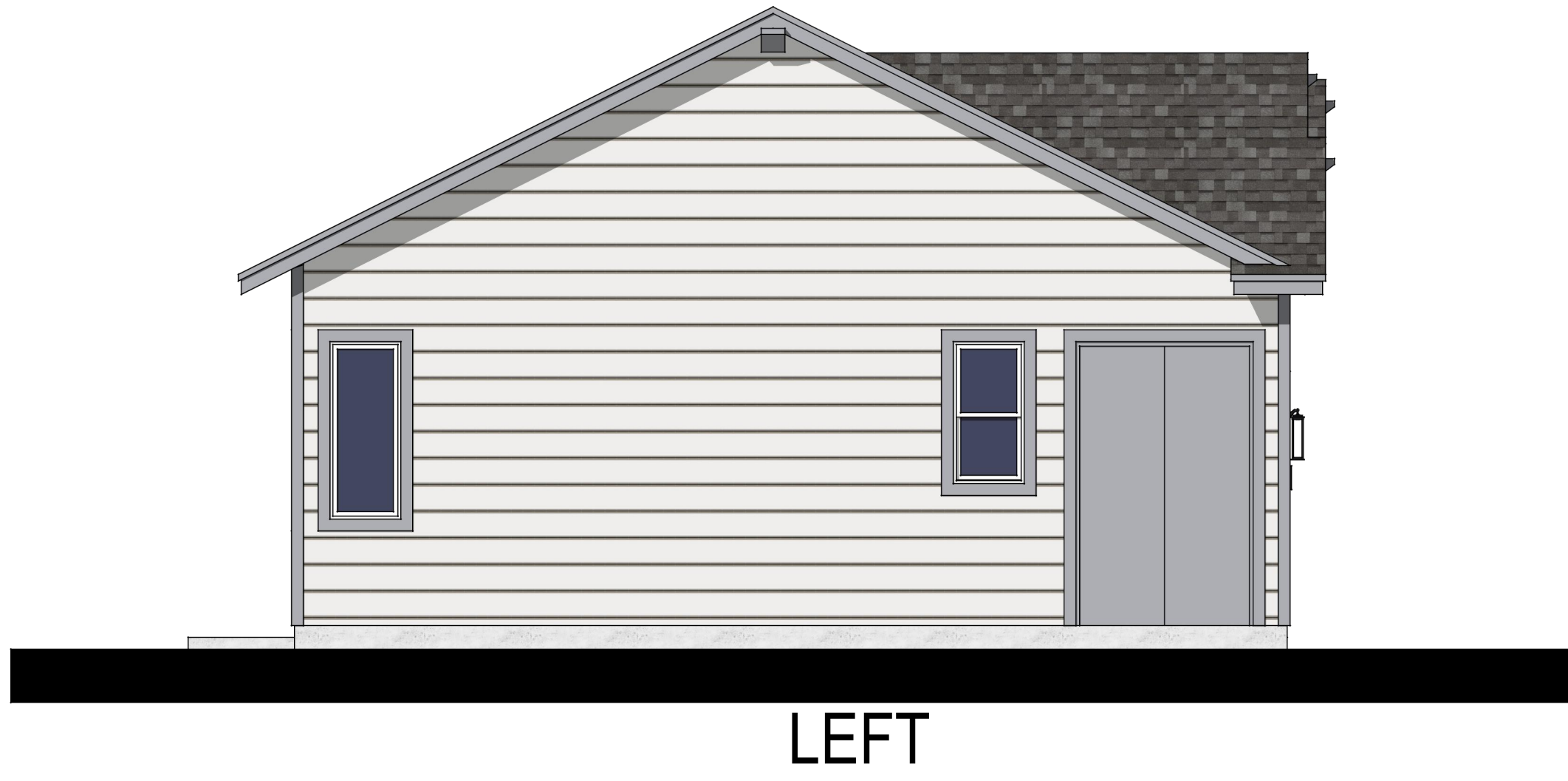
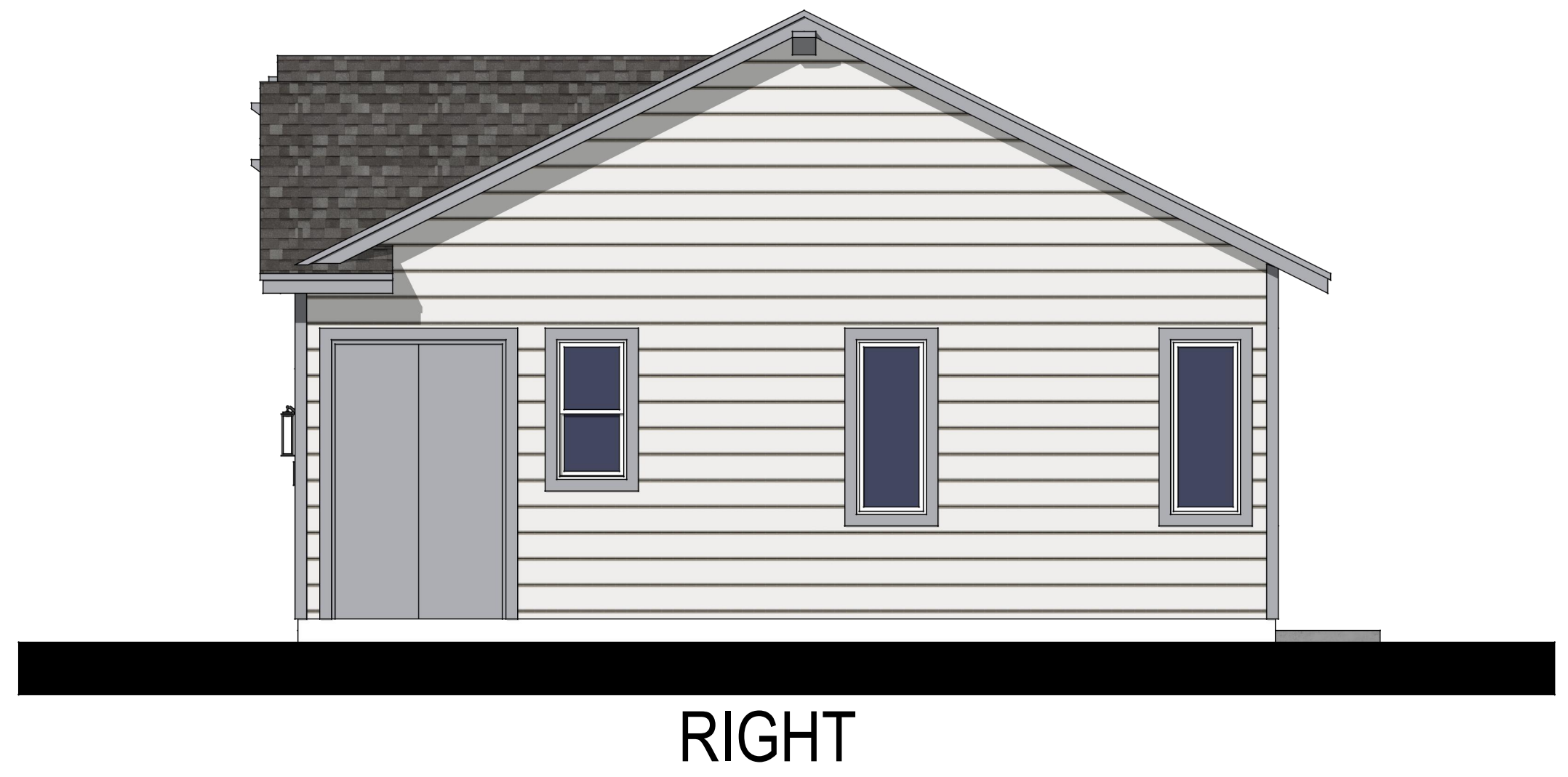
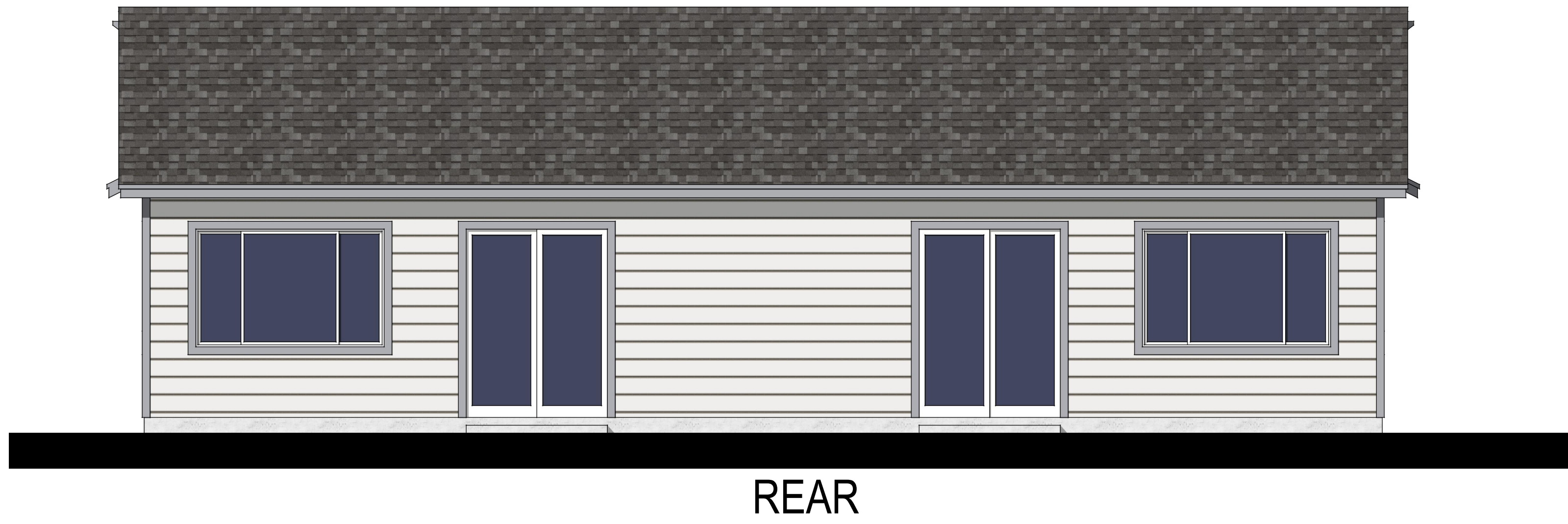
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A1.3



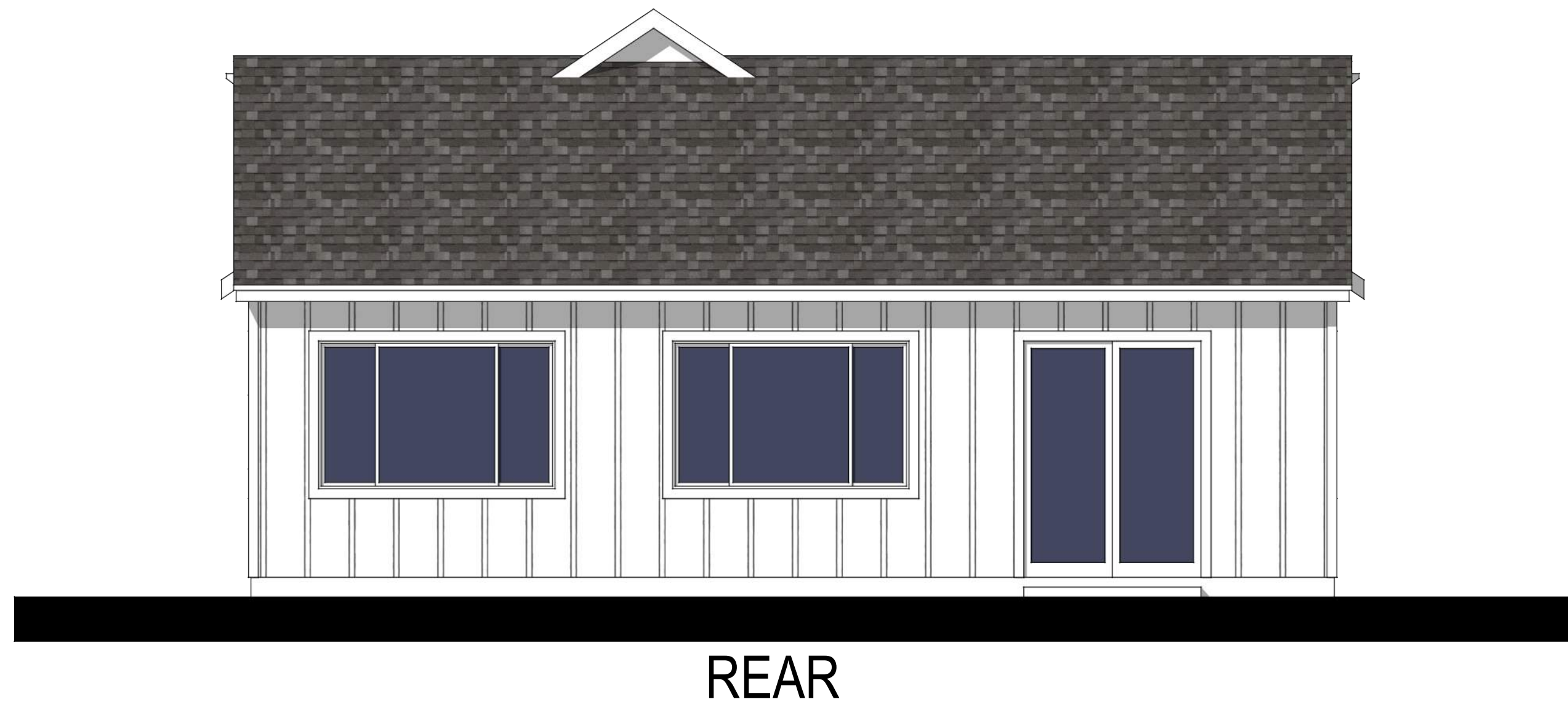


PLAN 1 - DUPLEX
Cottage
Scale: 1/4" = 1'-0"

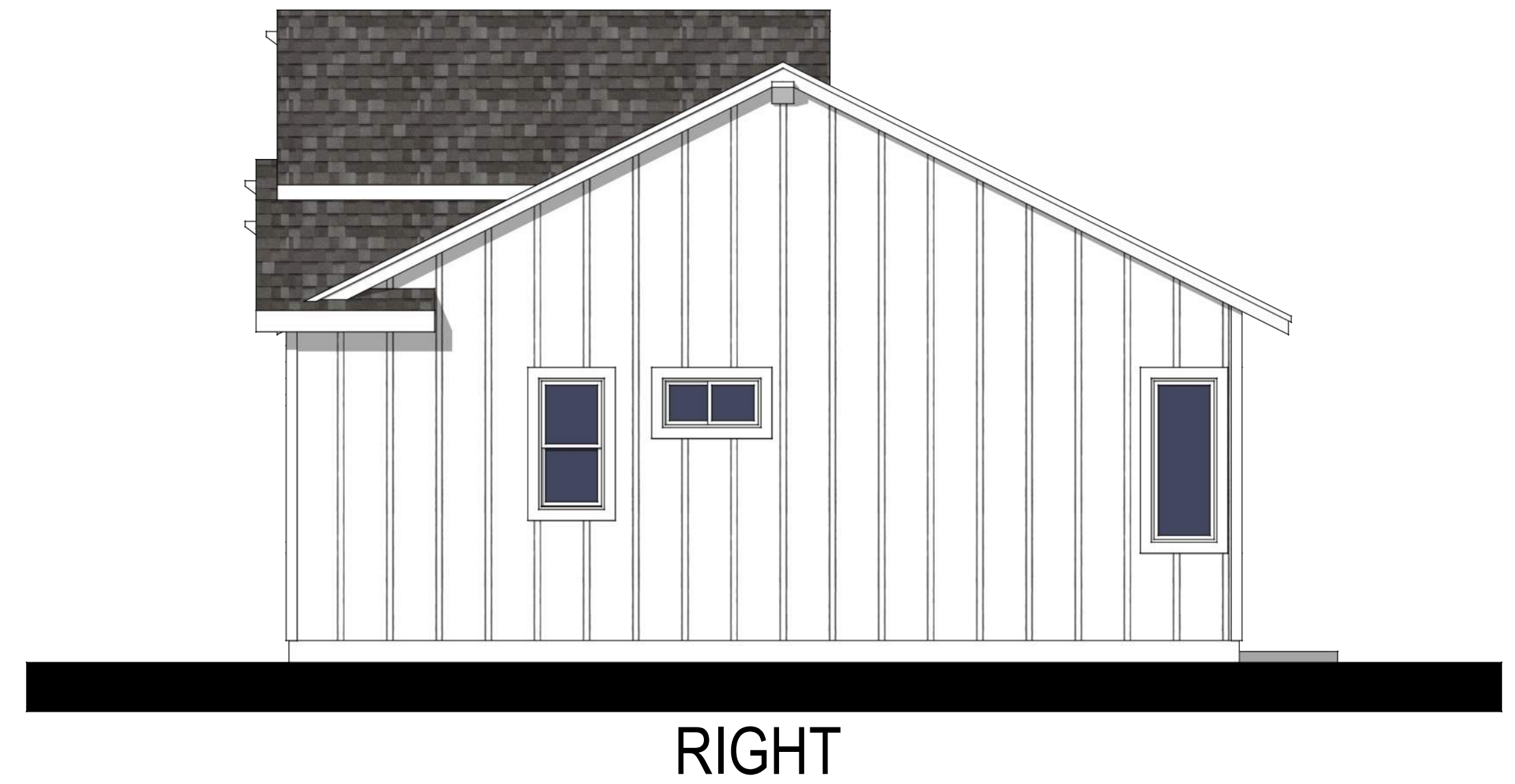
CAVAN COMPANIES
Scottsdale, Arizona

A1.4
BSB
DESIGN

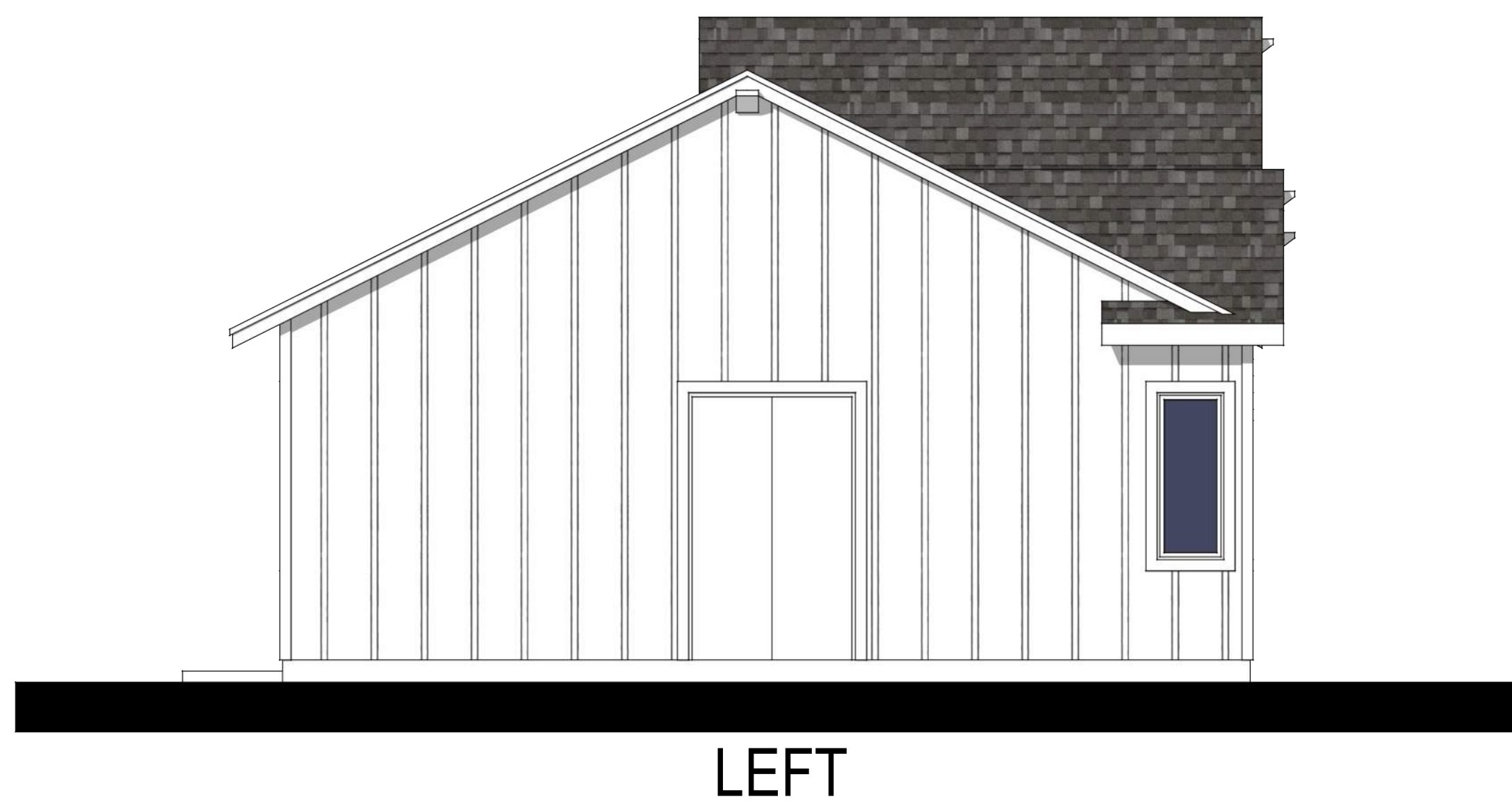
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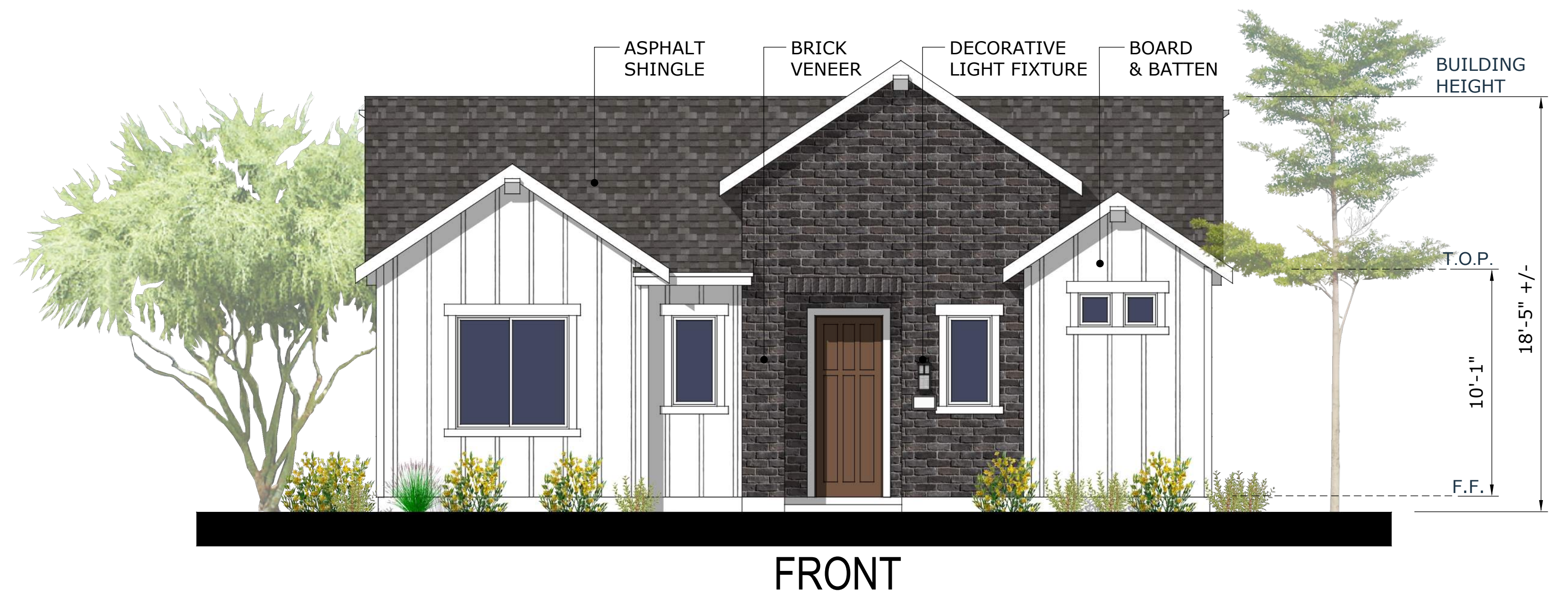
REAR



RIGHT



LEFT



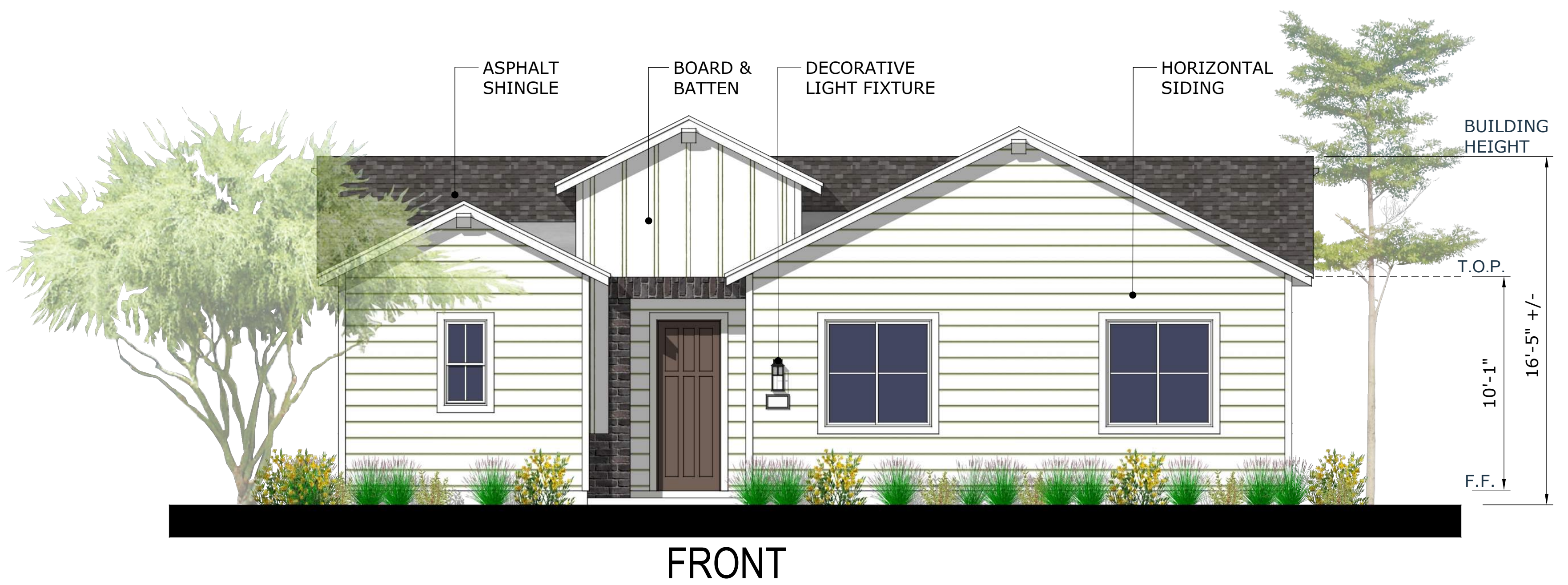
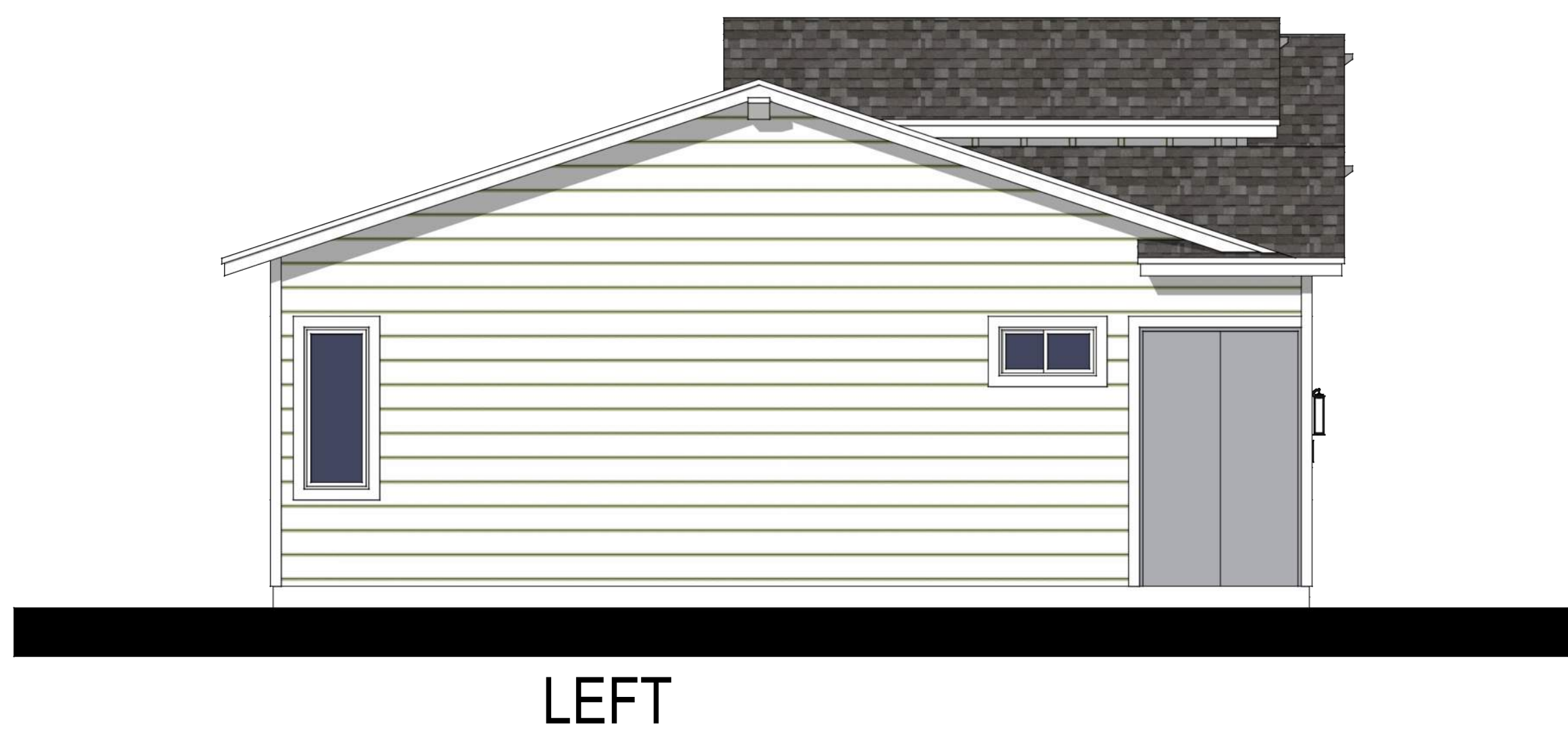
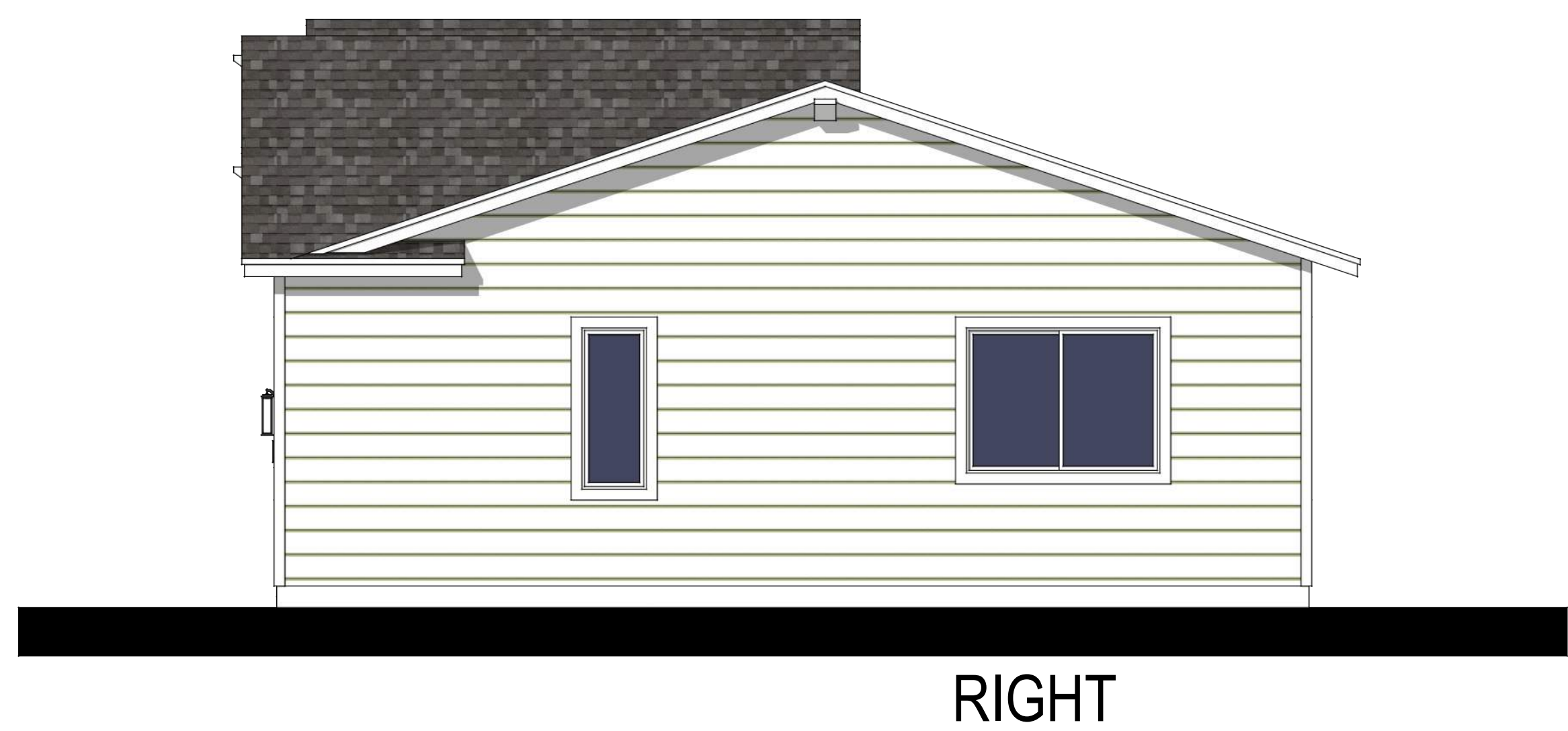
FRONT

PLAN 2
Craftsman
 Scale: 1/4" = 1'-0"

CAVAN COMPANIES
 Scottsdale, Arizona

A1.5

 BSB
 DESIGN

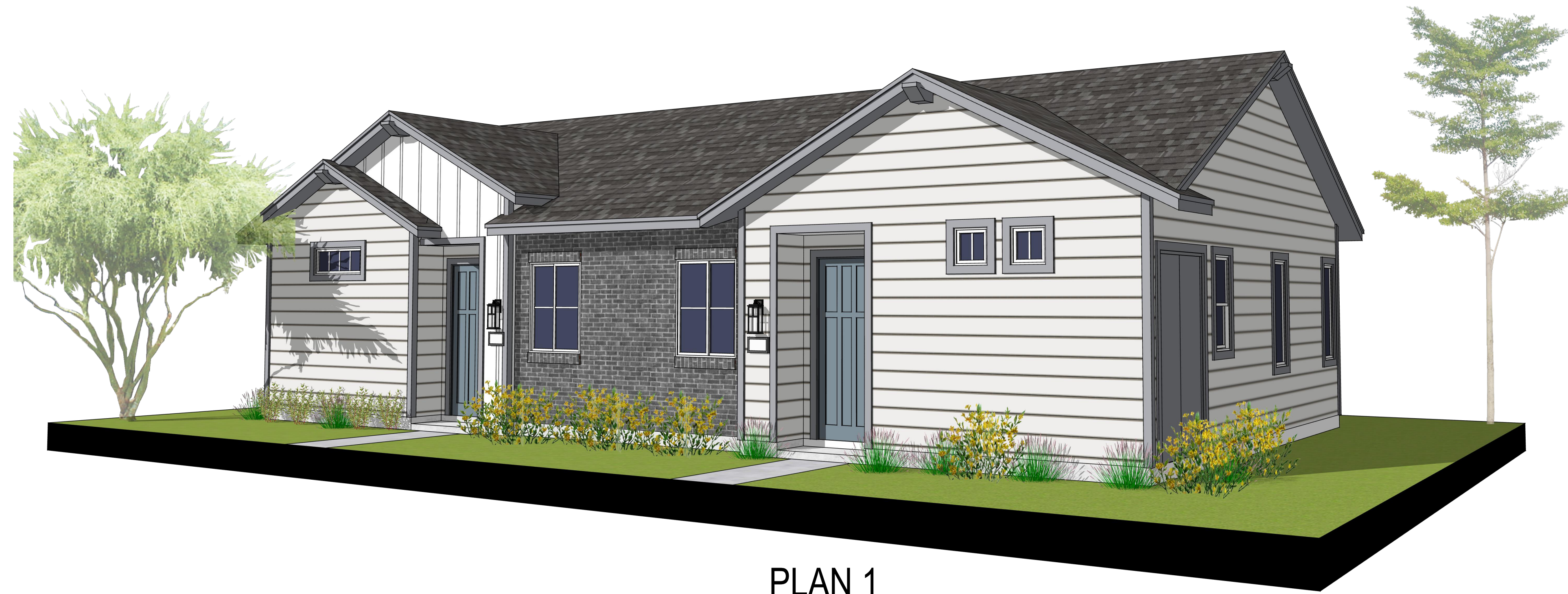


PLAN 3
Craftsman
 Scale: 1/4" = 1'-0"

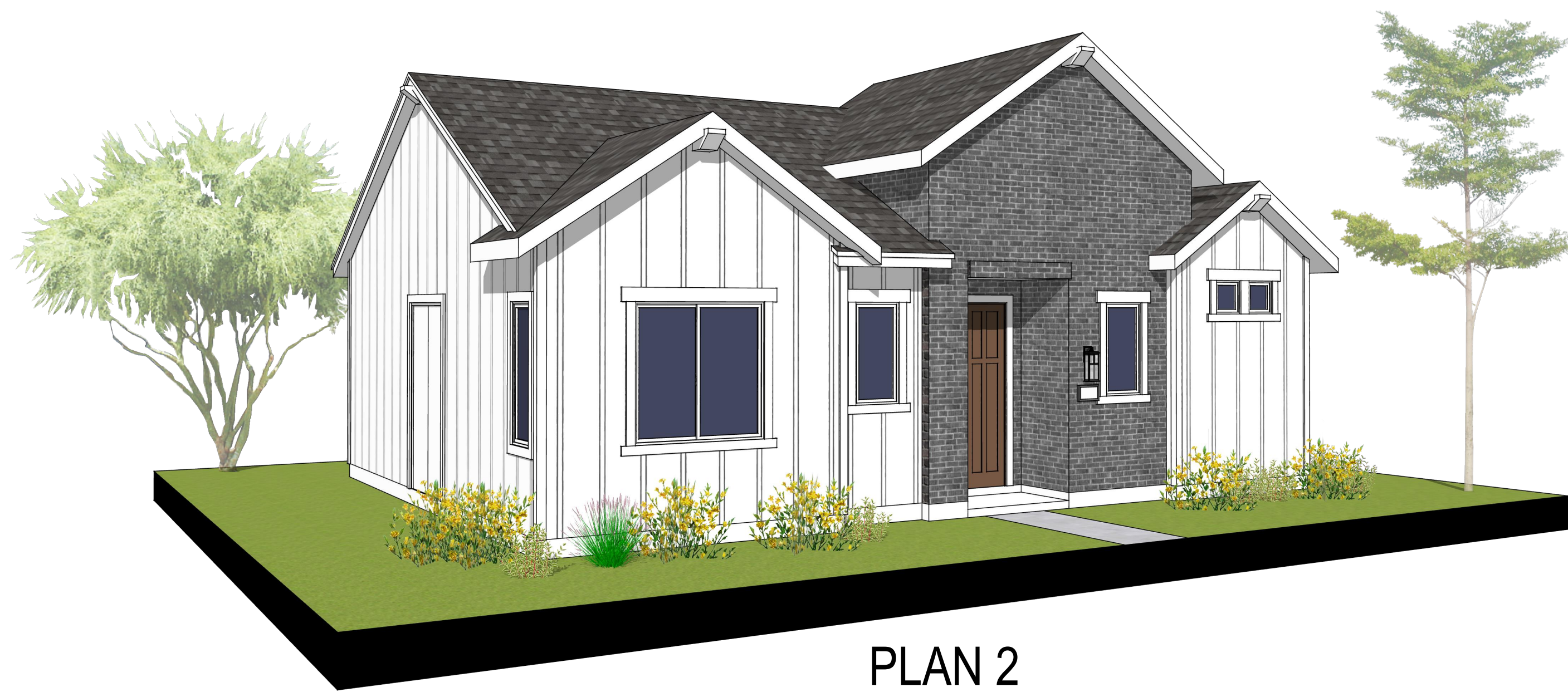
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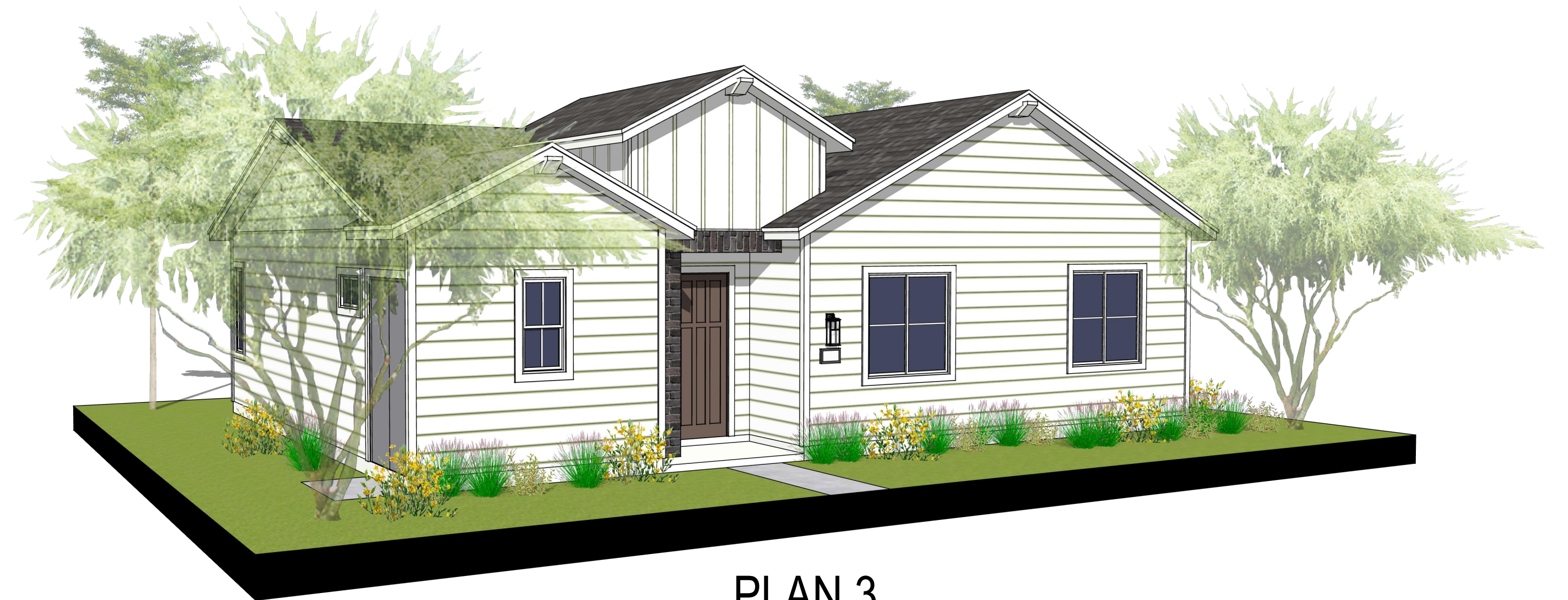
 BSB
 DESIGN



PLAN 1



PLAN 2



PLAN 3

PERSPECTIVE VIEWS

CAVAN COMPANIES

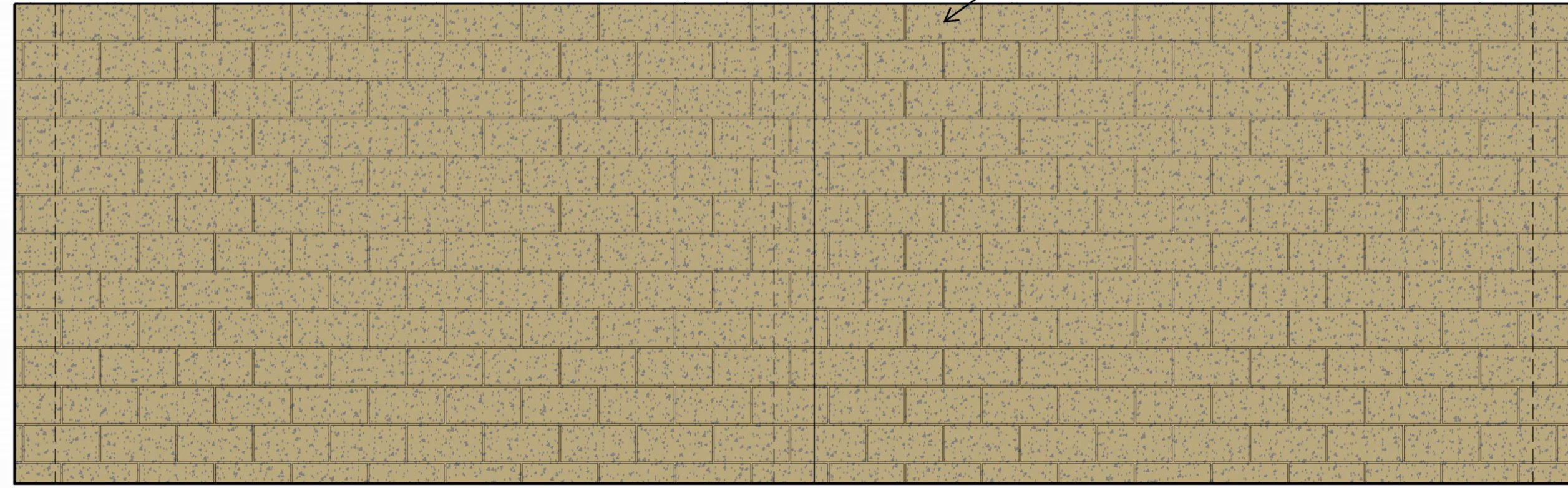
Scottsdale, Arizona

The drawings presented are illustrative of character and design intent only, and are subject to change based upon final design considerations (i.e. applicable codes, structural, and MEP design requirements, unit plan / floor plan changes, etc.) © 2025 BSB Design, Inc.

A1.7

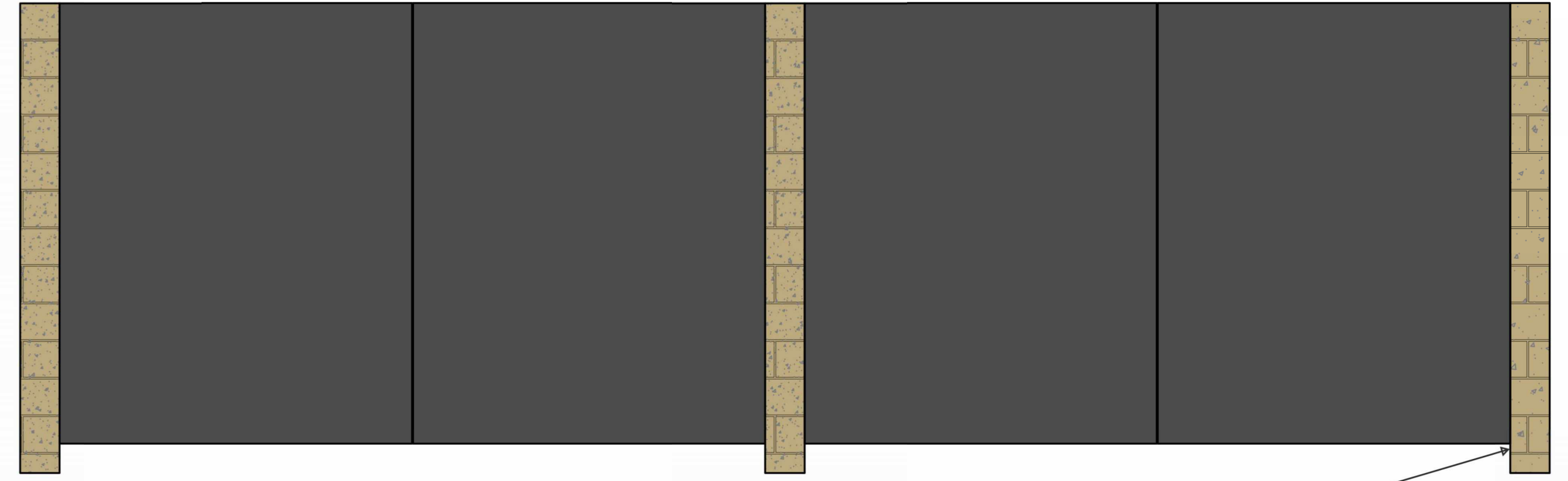


8"x8"x16" SPLIT FACE CMU WALL



REAR ELEVATION

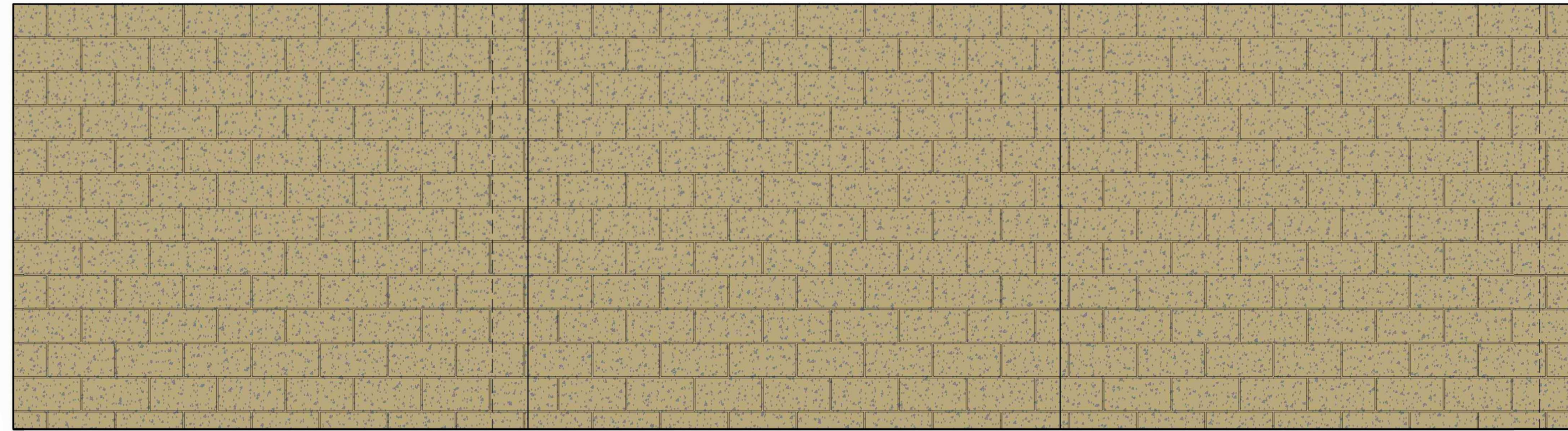
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6" CLEARANCE MIN.

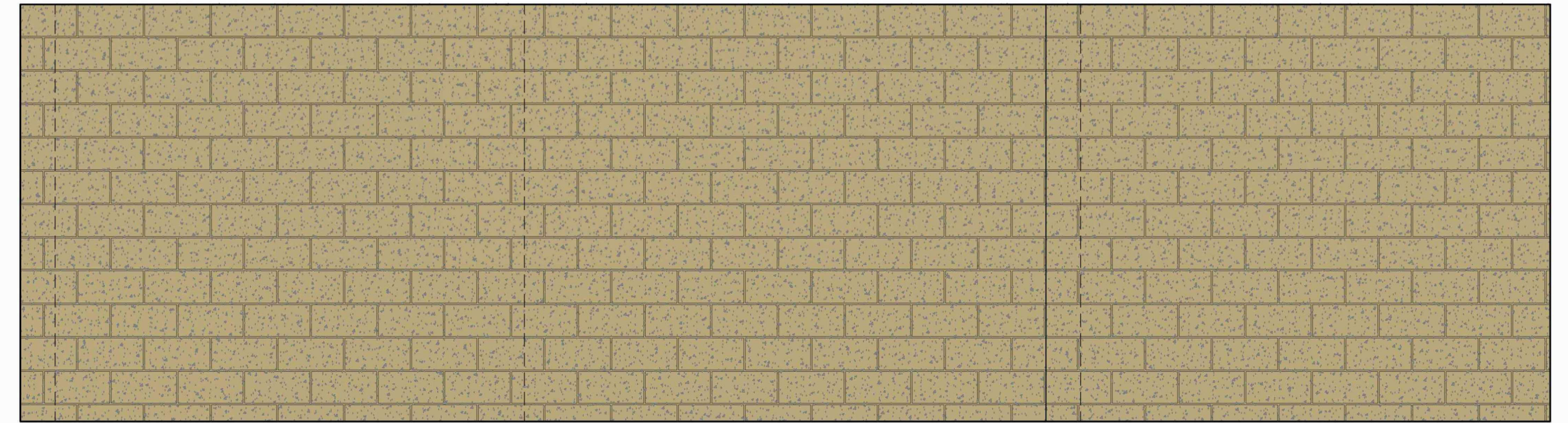
FRONT ELEVATION

SCALE = 1/2" = 1'-0"



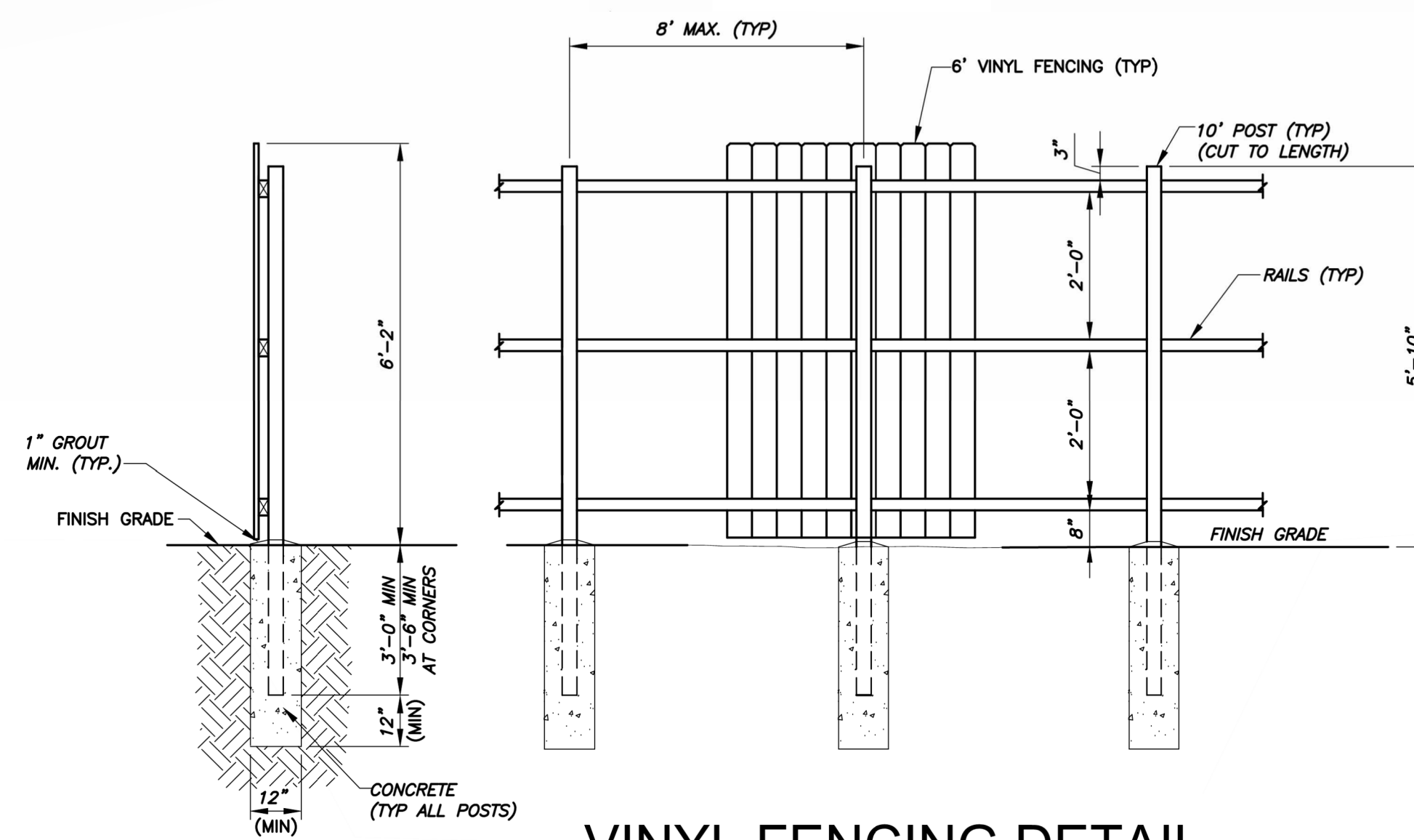
LEFT ELEVATION

SCALE = 1/2" = 1'-0"



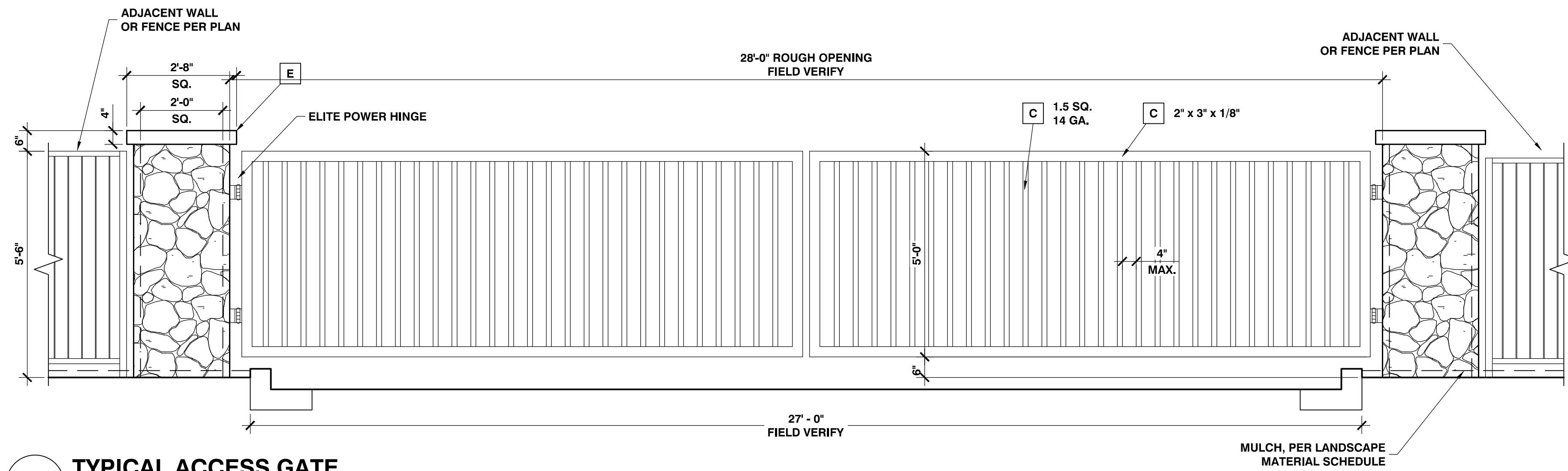
RIGHT ELEVATION

SCALE = 1/2" = 1'-0"



VINYL FENCING DETAIL

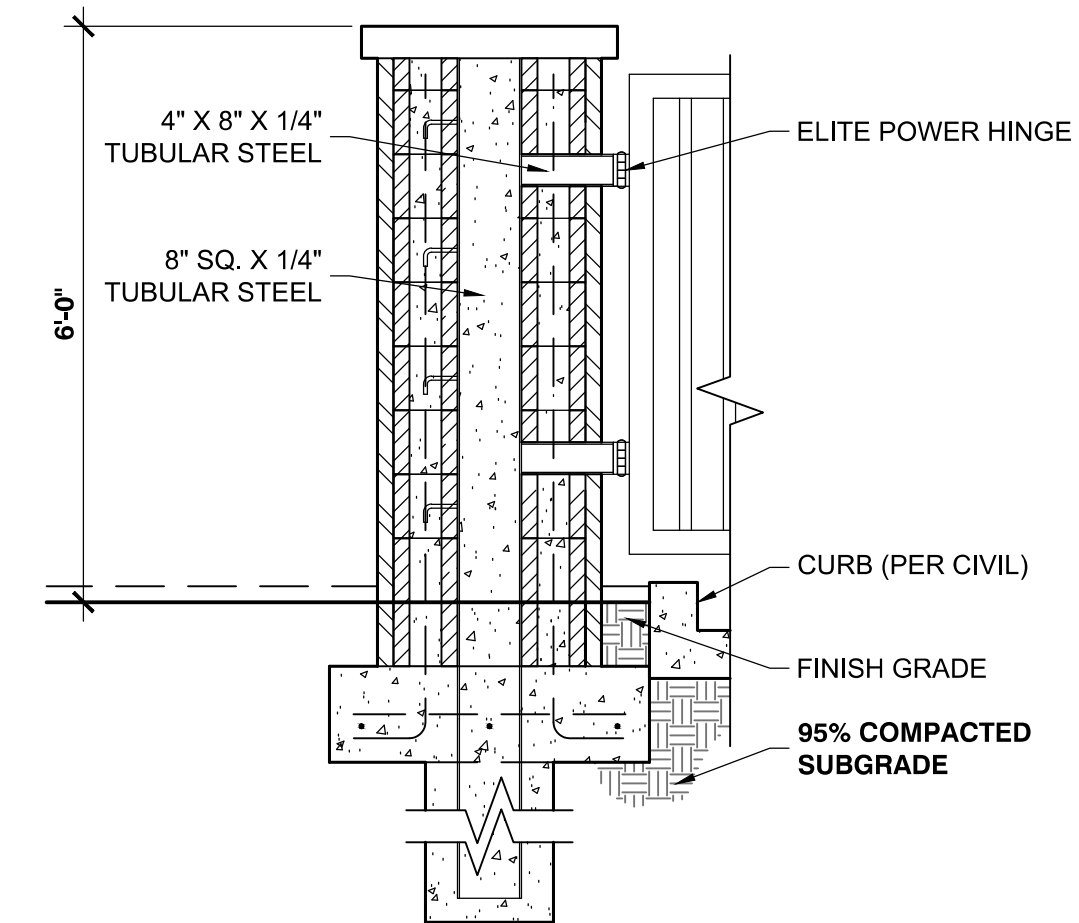
SCALE = N.T.S.



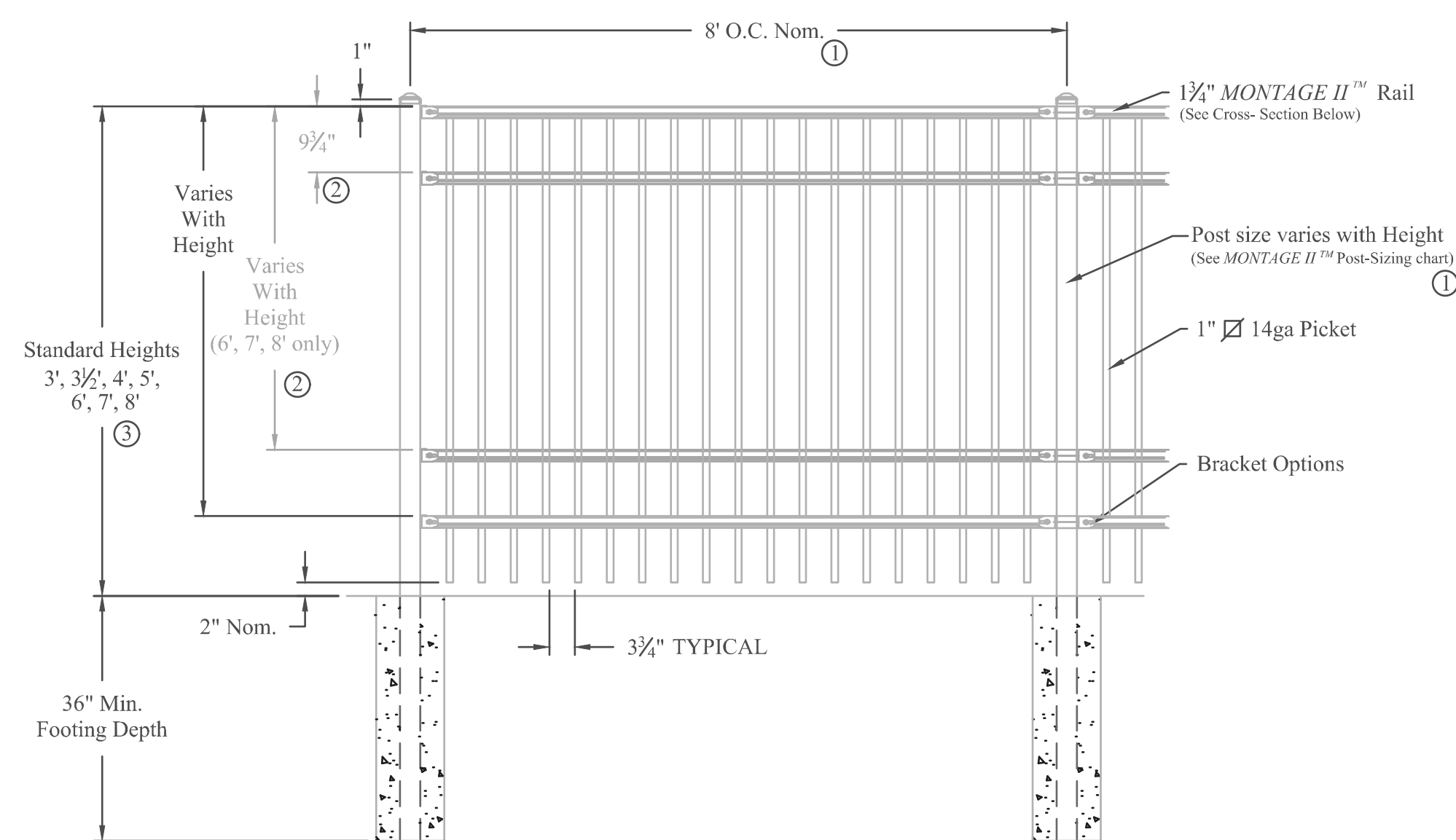
1 TYPICAL ACCESS GATE
SCALE: 1/2" = 1'-0"

NOTE:

- Refer to structural engineer's drawings for size & depth of reinforcement & concrete footings.
- Reference elevation for materials
- Grout solid all cells to receive rebar & below grade

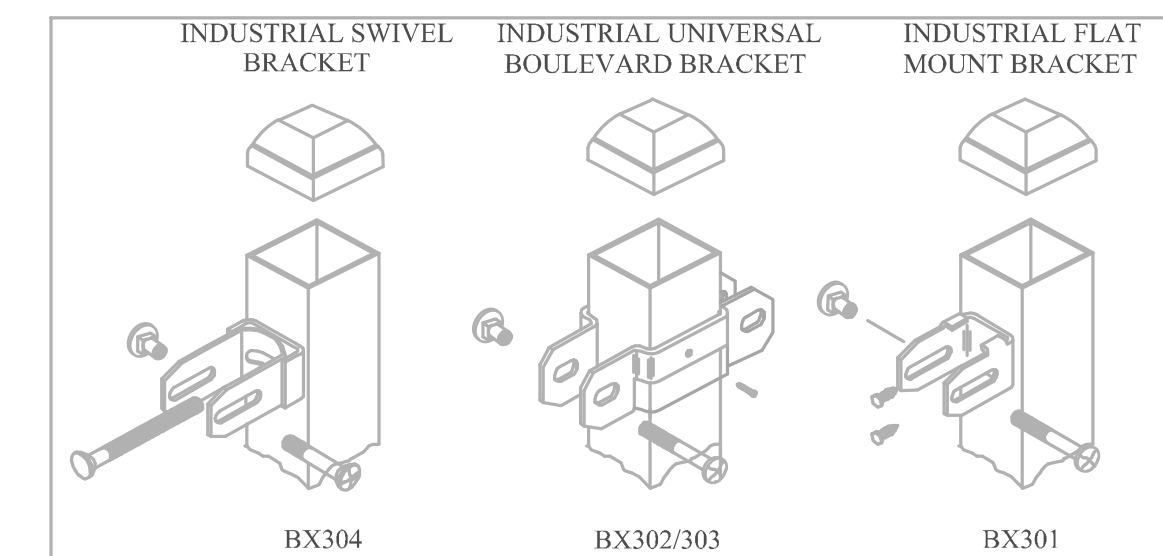
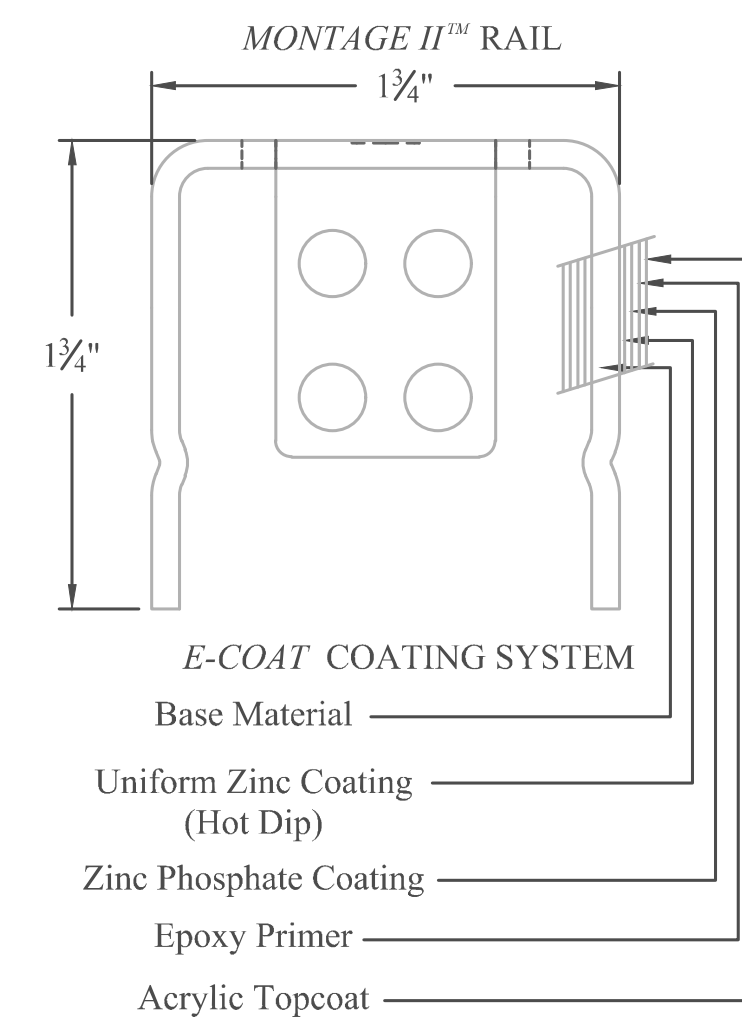
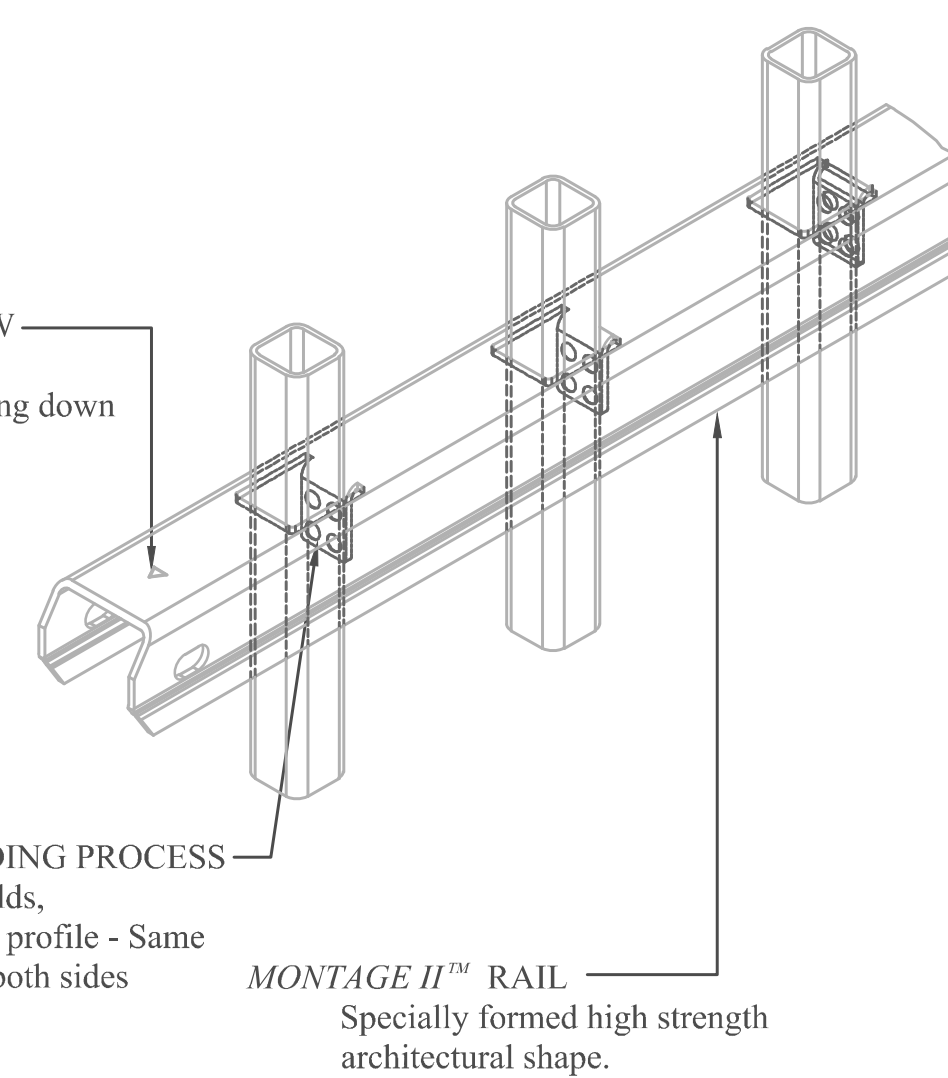


3 VEHICULAR GATE COLUMN SECTION
SCALE: 1/2" = 1'-0"



RAKING DIRECTIONAL ARROW
Welded panel can be raked 30" over 8' with arrow pointing down grade.

PROFUSION™ WELDING PROCESS
No exposed welds, Good Neighbor profile - Same appearance on both sides





City of Bonner Springs

KANSAS

Planning Commission Minutes - Regular Meeting - January 20, 2026

PLANNING COMMISSION MEETING - 6:30 PM -

CALL TO ORDER - ROLL CALL - Paul Zeps called the meeting to order at 6:30 p.m. The Community Development Director called roll and a quorum was present. Chair Commissioner Greg Gebauer was absent.

CONSENT AGENDA -

Approval of minutes from the December 16th meeting - Lloyd Mesmer moved Nick Perica seconded to approve the minutes of the December 16, 2025 Planning Commission Meeting as written. The motion passed unanimously 6-0.

OLD BUSINESS -

Approval of the minutes from the November 18th meeting. - Lloyd Mesmer motioned Vincent Bombardier second to approve the minutes from the November 18, 2025 Planning Commission Meeting as presented. The motion passed unanimously 6-0.

NEW BUSINESS -

PUBLIC HEARING: Request for Preliminary Plat – PP-01-25 - Consider a request for a Preliminary Plat for the Bungalows at Bonner Springs (300 S. 130th Street) - The Community Development Director, Mark Lee, presented the Staff Report for Preliminary Plat - PP-01-25 for the Bungalow at Bonner Springs — 300 S 130th Street. Lloyd Mesmer motioned, Vincent Bombardier seconded, and the Vice Chair, Paul Zeps opened the public hearing at 6:34 p.m.

Jeremy Hall, Cavan Company of Arizona gave a presentation about the Bungalows of Bonner Springs. Cavan Company is an Arizona-based, family-owned private real estate company, and has been in business for 53 years. Eight years ago, they got into residential properties and developed single-family neighborhoods for rent. We call them the Bungalow's. They will be single family homes for rent. They have about 24 projects in Arizona, Santa Fe, Omaha and greater Kansas, Des Moines and soon to be other Midwest Cities: Chicago, Minneapolis, Milwaukee and Madison. The Bungalows are an apartment complex deconstructed as single-family homes. They are 1, 2 and 3-bedroom residents that are stand-alone homes built around common parking. Professionally managed by onsite management and maintenance. They are in the market between apartments and traditional single-family homes. They have the amenities of a clubhouse, pool, fitness center, sports courts and dog park. The pond will stay with a possible walking trail around it. The designs are farmhouse design. We are at a lower density than the apartments that were previously approved. City Capturing premium rents more than apartments but less than new homes. Small private backyards. Tenants are usually younger residents that don't want neighbors above or below and can't or don't want to buy a home and empty nesters. Entrance is off of Commercial Dr.

Vice Chair Paul Zeps asked if anyone would be speaking in favor? None
Would anyone like to speak against this project?

Greg Gibson, 13116 Heritage Dr. in Deerfield. His first concern is the size of the units. 186 units is way too much for the size of this project in the space proposed at this location. Traffic: A proposed gated community and there are only two proposed entrances and the Davis Ave entrance to the west dumps into a residential area that was designed and built for larger homes with larger square footage and larger lots. How will they like the increase in traffic? The Commercial Dr, exit to the south: the proposal states that the intersection at K-7 and Commercial Dr will be used to go south on K7. They will most likely use the intersection to the south on Commercial Dr. at Kansas Ave intersection, which will add additional chaos and concern to what is already becoming a difficult intersection. The proposal states a traffic impact study has been completed and reviewed. Can it be shared with concerned residents and is it the same traffic study from 2023 for the 204 Corner Stone Apartments project was approved or has the traffic impact study been updated? What changes? I have reached out to the USD 204 administration on their thoughts on how this addition of students will affect their enrollment capacity and busing concerns. I spoke with Superintendent Rick Moulin and a School Board member, and they were both unaware of this proposal. Cavan refers to them as projects and not communities. We must stop the multifamily build-to-rent approvals and get back to single-family owner-occupied houses and developments. This community and its school system will grow in a much more sustainable position if we do.

Paul Reese, 13282 Davis Ave. Have any communities been built in the Midwest? Jeremy Hall stated 3 in Omaha and 1 in

Kansas City, Missouri. I am confused about the traffic study. Have we done another study what study has been done and what routes?

Mark Lee stated a new traffic study has been done. We can't use the previous project, which was a 240-unit apartment project on half the property. The study takes into account this development and the routes in and out of it. It has been completed and is being reviewed by the city engineer. Police and fire have input.

Mr. Reese continued, Did they look at other options for entrances? Have we looked at Schubert Dr. to see if that is a feasible option? Street conditions are horrible with potholes. There will be 184 additional vehicles, and we may have to look at how we do maintenance on the roads. How do we protect the integrity of the Davis Estates as this construction goes on? Dust, mud and other issues will be a problem, so I need some assurance that this will be accounted for. There are a lot of questions, and it is important that we get the right community in this area that has the least impact on the people around it.

Bradley Landers, 333 S. 132nd Terr. Traffic is a problem and the city needs to do a better job of redoing the area before they start any more development in the area. Fire and EMS need to be addressed. Build a community for families, not apartments where people just come and go.

Jason Krone, 13110 Heritage Dr. Traffic stresses on the intersection of K7 and Kansas Ave. This is not just the city, it is a state highway and the state has influence over that intersection and the timing of the lights. Currently, you may sit through 3 cycles to be able to turn left onto K7.

Charles Villareal, 807 S 131st st. So everyone will be going south to Kansas Ave? Mark Lee stated that they can go to Commercial and then go south on K7. They would use Kansas Ave to go north on K7.

Tom Brady, 347 Schubert, What is the rent going to be? I have concerns about traffic. Will there be a noise barrier for 170? How long will you guarantee that you won't sell this property? What tax incentives?

Amy Reese 13282 Davis Ave. Traffic is a concern is the study less than the previous study? Not wanting traffic to impact the children playing and the neighborhood feeling. It will change the whole dynamic of Davis Estates.

Jeremy Hall came up to answer some of the questions. We have done an independent traffic study and have not received any comments on the study yet. It will be far less than the previous study. No taxpayer funds of any kind will be used for this project. This is a market rate community and will stand on its own. It is highly unlikely that a single-family subdivision would be successful by the highway. There are gates at both the entrance and Davis Ave. There is an entrance on Davis Ave because we are required to put one there per fire code. There has to be 2 points of access. It is an exit-only gate. They are single-family one-story buildings. Rental rates are not finalized yet but will be around \$2000 for the small units and \$2500 or higher for the larger units. We chose Bonner Springs because of the lack of this kind of housing. Diversity in housing is needed and we like sights next to highways.

Lloyd Mesmer motioned, Nick Perica seconded, and Vice Chair Paul Zeps closed the public hearing at 7:31.

Lloyd Mesmer motioned, Sherri Neff seconded to accept the Preliminary Plat as presented. The motion did NOT pass unanimously 0-6.

This will go to the City Council meeting on February 9th, 2026.

PUBLIC HEARING: Request for Rezoning and Development Plan Approval – BSRZ-03-25 - Consider a request for approval of a zoning change from RR (Rural Residential) and MR (Mixed-Use Residential) to the zoning category of PD-MR (Planned Mixed-Use Residential District) for 300 S. 130th Street. - The Community Development Director gave the staff report for rezoning and development — BSRZ-03-25 zoning change from RR(Rural Residential) and MR (Mixed-Use Residential) to PD-MR(Planned Mixed-Use Residential District) for 300 S 130th St. Lloyd Mesmer motioned, Nick Perica seconded Vice Chair Paul Zeps opened the public hearing at 7:47 p.m.

No comments for or against from the public.

Lloyd Mesmer motioned, Vincent Bombardier seconded, to close the public hearing at 7:53 p.m.

Discussion among the Commissioners. Paul Zeps stated he does not like the 10 houses per acre. Too dense and is not for it. Lloyd Mesmer stated he liked the basic concept. Vincent Bombardier stated he has traffic concerns that there would be a great impact. Sherri Neff stated she was for it but has traffic concerns as well.

Lloyd Mesmer motioned, Jason Cruse seconded to accept the zoning change as presented. The motion did NOT pass unanimously 0-6.

This will go to the City Council meeting on February 9th, 2026.

PUBLIC HEARING: Comprehensive Plan Change – BSCP-02-25– Consider a request to amend the Bonner Springs Future Land Use Map as currently indicated within the Comprehensive Plan for the property address of 708 S. 130th Street. The request is to alter the designation from low-density residential to high-density residential to match the adjacent property. - The Community Director, Mark Lee gave the staff report on the Comprehensive Plan Change - BSCP -02-25 Amend the Springs future land use map for the property of 708 S 130th St. Lloyd Mesmer motioned, Vincent Bombardier seconded, Vice Chair Paul Zeps opened the public hearing at 8:01 p.m.

Greg Gibson, 13116 Heritage Dr. What does Guy Tiner intend to build? The sign was not posted for 20 days.

Charles Villareal, 807 S 131st Street, Will have traffic problems from 300-unit apartments. Joyce Villareal stated she doesn't like the apartments either.

Joe Dooley, 740 S 131st Street, Not for this change will diminish his property value.

Jason Krone, 13110 Heritage Dr., Proper process not followed. The sign has not been there for 20 days. He just saw it today.

Mark Lee stated that he put up the sign on Monday, January 5th and the letters were mailed December 31st.

Guy Tiner stated the sign had been blown over and bent.

Jackie Ewan, 730 S 130th St. They do not want there to be access to their private road. Don't want apartments there.

The residents all stated that they did not want there to be access to their private road. Mark Lee stated there is no plan for what will be built there at this time and that there is an easement for future use if needed.

Lloyd Mesmer motioned, Nick Peric seconded, to close the public hearing at 8:30 p.m.

Lloyd Mesmer motioned, Nick Perica seconded to accept the Comprehensive plan change as presented. The motion passed unanimously 6-0.
This will go to the City Council meeting on February 9th, 2026.

RP-04-25 - Consider a Replat of part of Lot 2, Bonner Springs Senior Villas and a part of Lots 9 and 10 of the Country Hills Subdivision (708 S. 130th Street and 709 S. 132nd Street) - The Community Director, Mark Lee gave the staff report on the Replat of BSCP -04-25 Lot 2 Bonner Springs Senior Villas and part of Lots 9 and 10 of the country Hills Subdivision (708 S 130th St. and 709 S. 132nd Street)

Jason Cruse motioned, Nick Perica seconded, to approve the replat. The motion passed unanimously 6-0
This will go to the City Council meeting on February 9th, 2026.

PUBLIC HEARING: Request for Rezoning – BSRZ-02-25 - Consider a request for approval of a zoning change from GR (General Residential) to the zoning category of MR (Mixed-Residential) for 708 S. 130th Street. - The Community Director, Mark Lee gave the staff report on the rezoning - BSRZ-02-25 from GR (General Residential) to MR (Mixed-Residential) for 708 S 130th Street. Lloyd Mesmer motioned, Nick Perica seconded, Vice Chair Paul Zeps opened the public hearing at 8:37 p.m.

Residents Joe Dooley, 704 S 130th Street said he was opposed it would lower his property value.

Greg Gibson, 13116 Heritage Dr. wanted to know what the plan for this property would be and if it would be apartments.

Guy Tiner stated that this property was zoned over 40 years ago for apartments.
Lloyd Mesmer motioned, Vincent Bombardier seconded, Vice Chair Paul Zeps closed the public hearing at 8:40 p.m.

Vincent Bombardier motioned Jason Cruse seconded, to approve the rezoning as presented. The motion passed unanimously 6-0.
This will go to the City Council meeting on February 9th, 2026.

OPEN AGENDA - None

COMMUNITY DEVELOPMENT DIRECTORS REPORT - Nothing at this time.

ADJOURNMENT - Vice Chair, Paul Zeps adjourned the Planning Commission meeting at 8:44 p.m.

An Ordinance to Approve BSRZ-03-25 – Request to rezone 300 S. 130th Street from MR; Mixed Residential and RR; Rural Residential to PD-MR (Planned Mixed Residential District) for the Bungalows at Bonner Springs.

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

Section I: That the Zoning classification on the Official Zoning Map be amended for the following described as:

All that part of the Southwest Quarter of Section 17, Township 11 South, Range 23 East of the Sixth Principal Meridian, situate in the City of Bonner Springs, Wyandotte County, Kansas, being described by Kellan M. Gregory, Kansas PLS #1577 on November 19, 2025, as follows:

Commencing at the Northeast corner of the Southwest Quarter of said Section 17; thence South 1°38'10" East (Basis of bearing: Kansas State Plane Coordinate System, North Zone, NAD83 (2011)), along the East line of the Southwest Quarter of said Section 17, a distance of 1,319.70 feet to the intersection with the Easterly prolongation of the North line of the plat of TIBLOW CENTRE, a subdivision of record; thence South 88°05'57" West, along the Easterly prolongation of the North line of said TIBLOW CENTRE and continuing along the North line thereof, a distance of 144.11 feet to the Point of Beginning; thence South 88°05'57" West, continuing along the North line of said TIBLOW CENTRE and also along the North line of the plat of BRENTON ESTATES, a subdivision of record, a distance of 1,179.93 feet to the intersection with the East line of the plat of CEDAR RIDGE, a subdivision of record; thence North 1°49'53" West, along the East line of said CEDAR RIDGE and also along the East line of the plat of DAVIS ESTATES SECOND PLAT, a subdivision of record, a distance of 822.58 feet to the intersection with the South right-of-way line of Interstate 70, as now established; thence along the South right-of-way line of said Interstate 70 the following eight (8) courses: 1) North 88°10'52" East a distance of 755.24; 2) North 89°30'10" East a distance of 52.89 feet; 3) South 79°41'29" East a distance of 112.37 feet; 4) South 60°27'50" East a distance of 112.33 feet; 5) South 49°59'09" East a distance of 91.71 feet; 6) South 36°50'15" East a distance of 86.45 feet; 7) South 27°10'04" East a distance of 88.43 feet; 8) South 12°18'51" East a distance of 66.85 feet to the intersection with the West right-of-way line of K-7 Highway, as now established; thence South 1°35'51" East, along the West right-of-way line of said K-7 Highway, a distance of 460.00 feet to the Point of Beginning.

Containing 933,702 square feet or 21.44 acres, more or less.

Be **rezoned** from MR; Mixed Residential and RR; Rural Residential Districts to PD-MR; Planned Mixed Residential District Zoning classification per BSRZ-03-25 with the following twelve (11) stipulations:

1. A Traffic Impact Study/Analysis shall be conducted by the applicant and submitted to the City, KDOT and others for review and approval prior to final approval of the project.
2. A Storm Water Management Study shall be prepared and provided to the City for review and approval prior to commencement of the project.
3. A Site and Landscape Plan shall be provided and reviewed for approval as stated in the Unified Development Ordinance.
4. Developer shall be responsible for the extension of services including but not limited to, sanitary sewer, water and/or other public utilities as required by the City of Bonner Springs.
5. Any and all applicable construction drawings shall be submitted to the City for review and approval prior to site improvements commencing.
6. A Privately Funded Public Improvements construction agreement shall be prepared and approved by all parties prior to commencement of construction on any utility or street infrastructure that the City of Bonner Springs shall ultimately maintain.
7. Building permits shall be applied for and issued for any improvements or construction projects for which they are required.

8. In addition to the recommendations/stipulations listed within this staff report, the property owner agrees to abide by the Unified Development Ordinance of the City of Bonner Springs when applicable.
9. The applicable plat shall be reviewed and approved by City Staff, Unified Government Staff and any other pertinent review parties.
10. A preliminary and final plat adhering to the requirements of the Bonner Springs Unified Development Ordinance shall be submitted and approved by the City prior to building permits being issued.
11. Once reviewed and approved the plat shall be filed with the Wyandotte County Register of Deeds with one copy being returned to City Hall for filing.

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

Approved by the Governing Body and signed by the Mayor on this ___ day of _____, 2026.

Thomas A. Stephens, Mayor

ATTEST:

Christina Brake, CMC, City Clerk

(SEAL)

Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Mark Lee

Subject: MC-02-26 - Municipal Code Amendment - Floodplain Regulation Update

Recommendation: Staff recommends approval.

Action: Make a motion to approve an ordinance adopting the Floodplain Management Regulations - 2025 Edition, for the City and the Unincorporated Area of Wyandotte County and Repeal Ordinance No. 2402 adopted on July 13, 2015.

Background: In the city's latest Community Rating System reverification crosswalk (2025), it was determined by our regional CRS Coordinator, FEMA and the Kansas Department of Water Resources that our floodplain ordinance needed updating. Working with those groups, staff made the appropriate changes and submitted them for approval. Those regulations have since been approved by all mentioned above and now comes to the Council for formal adoption.

Discussion: NA

Financial Impact:

CITY OF BONNER SPRINGS, KANSAS

FLOODPLAIN MANAGEMENT
REGULATIONS

"2025 EDITION"

ADOPTED BY ORDINANCE NO. _____

_____, 2026

ARTICLE 4. FLOODPLAIN MANAGEMENT REGULATIONS

2025 EDITION

ARTICLE 1 - STATUTORY AUTHORIZATION, FINDINGS OF FACT, AND PURPOSES

SECTION A. STATUTORY AUTHORIZATION

1. *Approval of Draft Regulations by Kansas Chief Engineer Prior to Adoption*

The following Floodplain Management Regulations, as written, were approved in draft form by the Chief Engineer of the Division of Water Resources of the Kansas Department of Agriculture on this _____ day of _____, 2025.

2. *Kansas Statutory Authorization*

The Legislature of the State of Kansas has in K.S.A. 12-741 et seq, and specifically in K.S.A. 12-766, delegated the responsibility to local governmental units to adopt Floodplain Management Regulations designed to protect the health, safety, and general welfare.

SECTION B. FINDINGS OF FACT

1. *Flood Losses Resulting from Periodic Inundation*

The Special Flood Hazard Areas of the City of Bonner Springs, Kansas and the unincorporated portion of Wyandotte County, are subject to inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base; all of which adversely affect the public health, safety and general welfare.

2. *General Causes of the Flood Losses*

These flood losses are caused by (1) the cumulative effect of development in any delineated floodplain causing increases in flood heights and velocities; and (2) the occupancy of flood hazard areas by uses vulnerable to floods, hazardous to others, inadequately elevated, or otherwise unprotected from flood damages.

3. *Methods Used to Analyze Flood Hazards*

The Flood Insurance Study (FIS) that is the basis of this ordinance uses a standard engineering method of analyzing flood hazards, which consist of a series of interrelated steps.

- a. Selection of a base flood that is based upon engineering calculations, which permit a consideration of such flood factors as its expected frequency of occurrence, the area inundated, and the depth of inundation. The base flood selected for this ordinance is representative of large floods, which are characteristic of what can be expected to occur on the particular streams subject to this ordinance. The base flood is the flood that is estimated to have a one percent chance of being equaled or exceeded in any one year as delineated on the Federal Insurance Administrator's FIS, and illustrative materials referenced in Article 2, Section A, and any future revisions thereto.;
- b. Calculation of water surface profiles that are based on a standard hydraulic engineering analysis of the capacity of the stream channel and overbank areas to convey the regulatory flood;
- c. Computation of a floodway required to convey this flood without increasing flood heights more than one (1) foot at any point;
- d. Delineation of floodway encroachment lines within which no development is permitted that would cause any increase in flood height; and
- e. Delineation of floodway fringe, i.e., that area outside the floodway encroachment lines, but still subject to inundation by the base flood.

SECTION C. STATEMENT OF PURPOSE

It is the purpose of this ordinance to promote the public health, safety, and general welfare; to minimize those losses described in Article 1, Section B(1); to establish or maintain the community's eligibility for participation in the National Flood Insurance Program (N FIP) as defined in 44 Code of Federal Regulations (CFR) 59.22(a)(3); and to meet the requirements of 44 CFR 60.3(d) and **K.A.R. 5-44-4** by applying the provisions of this ordinance to:

1. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flooding or cause undue increases in flood heights or velocities;
2. Require uses vulnerable to floods, including public facilities that serve such uses, be provided with flood protection at the time of initial construction; and
3. Protect individuals from buying lands that are unsuited for the intended development purposes due to the flood hazard.

ARTICLE 2 - GENERAL PROVISIONS

SECTION A. LANDS TO WHICH ORDINANCE APPLIES

This ordinance shall apply to all lands within the jurisdiction of the City of Bonner Springs and the unincorporated portion of Wyandotte County identified as numbered and unnumbered A Zones, AE, AO, and AH Zones, on the Index Map dated September 2, 2015 of the Flood Insurance Rate Map (FIRM) as amended, and any future revisions thereto. In all areas covered by this ordinance, no development shall be permitted except through the issuance of a floodplain development permit, granted by the Floodplain Manager.

SECTION B. COMPLIANCE

No development located within the Special Flood Hazard Areas of this community shall be located, extended, converted, or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION C. ABROGATION AND GREATER RESTRICTIONS

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.

SECTION D. INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements, shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by Kansas statutes.

SECTION E. WARNING AND DISCLAIMER OF LIABILITY

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions or the flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This ordinance does not imply that areas outside the floodway and flood fringe or land uses permitted within such areas will be free from flooding or flood damage. This ordinance shall not create a liability on the part of the City of Bonner Springs, any officer or employee thereof, for any flood damages that may result from reliance on this ordinance or any administrative decision lawfully made thereunder.

SECTION F. SEVERABILITY

If any section; clause; provision; or portion of this ordinance is adjudged unconstitutional or invalid by a court of appropriate jurisdiction, the remainder of this ordinance shall not be affected thereby.

ARTICLE 3 - ADMINISTRATION

SECTION A. FLOODPLAIN DEVELOPMENT PERMIT

A floodplain development permit shall be required for all proposed construction or other development, including the placement of manufactured homes, in areas described in Article 2, Section A. No person, firm, corporation, or unit of government shall initiate any development or substantial-improvement or cause the same to be done without first obtaining a separate floodplain development permit for each structure or other development.

SECTION B. DESIGNATION OF FLOODPLAIN MANAGER

The Planning Director is hereby appointed to administer, enforce, and implement the provisions of these regulations.

SECTION C. DUTIES AND RESPONSIBILITIES OF FLOODPLAIN MANAGER

Duties of the Floodplain Manager shall include, but not be limited to:

1. Review all applications for development permits to assure that sites are reasonably safe from flooding and that the floodplain development permit requirements of this ordinance have been satisfied;
2. Review of all applications for floodplain development permits for proposed development to assure that all necessary permits have been obtained from Federal, State, or local governmental agencies from which prior approval is required by Federal, State, or local law;
3. Review all subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, to determine whether such proposals will be reasonably safe from flooding;
4. Issue floodplain development permits for all approved applications;
5. Notify adjacent communities and the Division of Water Resources, Kansas Department of Agriculture, prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency (FEMA);
6. Assure that the flood-carrying capacity is not diminished and shall be maintained within the altered or relocated portion of any watercourse;
7. Verify and maintain a record of the actual elevation (in relation to mean sea level) of the lowest floor, including basement, of all new or substantially improved structures;
8. Verify and maintain a record of the actual elevation (in relation to mean sea level) that the new or substantially improved non-residential structures have been floodproofed; and
9. When floodproofing techniques are utilized for a particular non-residential structure, the Floodplain Manager shall require certification from a registered professional engineer or architect.

SECTION D. APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT

To obtain a floodplain development permit, the applicant shall first file an application in writing on a form furnished for that purpose. Every floodplain development permit application shall:

1. Describe the land on which the proposed work is to be done by lot, block and tract; house and street address, or similar description that will readily identify and specifically locate the proposed structure or work;
2. Identify and describe the work to be covered by the floodplain development permit;
3. Indicate the use or occupancy for which the proposed work is intended;
4. Indicate the assessed value of the structure and the fair market value of the improvement;
5. Specify whether development is located in designated flood fringe or floodway;
6. Identify the existing base flood elevation and the elevation of the proposed development;
7. Give such other information as reasonably may be required by the Floodplain Manager;
8. Be accompanied by plans and specifications for proposed construction; and
9. Be signed by the permittee or his authorized agent who may be required to submit evidence to indicate such authority.

ARTICLE 4 - PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION A. GENERAL STANDARDS

1. No permit for floodplain development shall be granted for new construction, substantial-improvements, and other improvements, including the placement of manufactured homes, within any numbered or unnumbered A zones, AE, AO, and AH zones, unless the conditions of this section are satisfied;
2. All areas identified as unnumbered A zones on the FIRM are subject to inundation of the 100-year flood; however, the base flood elevation is not provided. Development within unnumbered A zones is subject to all provisions of this ordinance. If Flood Insurance Study data is not available, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources;
3. Until a floodway is designated, no new construction, substantial improvements, or other development, including fill, shall be permitted within any unnumbered or numbered A zones, or AE zones on the FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community;
4. All new construction, subdivision proposals, substantial-improvements, prefabricated structures, placement of manufactured homes, and other developments shall require:
 - a. Design or adequate anchorage to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
 - b. Construction with materials resistant to flood damage;
 - c. Utilization of methods and practices that minimize flood damages;
 - d. All electrical, heating, ventilation, plumbing, air-conditioning equipment, and other service facilities be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
 - e. New or replacement water supply systems and/or sanitary sewage systems be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and on-site waste disposal systems be located so as to avoid impairment or contamination; and
 - f. Subdivision proposals and other proposed new development, including manufactured home parks or subdivisions, located within Special Flood Hazard Areas are required to assure that:
 - (1) All such proposals are consistent with the need to minimize flood damage;
 - (2) All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage;
 - (3) Adequate drainage is provided so as to reduce exposure to flood hazards; and
 - (4) All proposals for development, including proposals for manufactured home parks and subdivisions, of five (5) acres or fifty (50) lots, whichever is lesser, include within such proposals base flood elevation data.

5. *Storage, Material, and Equipment*

- a. The storage or processing of materials within the Special Flood Hazard Area that are in time of flooding buoyant, flammable, explosive, or could be injurious to human, animal, or plant life is prohibited; and
- b. Storage of other material or equipment may be allowed if not subject to major damage by floods, if firmly anchored to prevent flotation or if readily removable from the area within the time available after a flood warning.

6. *Nonconforming Use*

A structure, or the use of a structure or premises that was lawful before the passage or amendment of the ordinance, but which is not in conformity with the provisions of this ordinance, may be continued subject to the following conditions:

- a. If such structure, use, or utility service is discontinued for twelve consecutive months, any future use of the building shall conform to this ordinance; and
- b. If any nonconforming use or structure is destroyed by any means, including flood, it shall not be reconstructed if the cost is more than fifty (50) percent of the pre-damaged market value of the structure. This limitation does not include the cost of any alteration to comply with existing state or local health, sanitary, building, safety codes, regulations or the cost of any alteration of a structure listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination.

7. *Agricultural Structures*

Structures used solely for agricultural purposes in connection with the production, harvesting, storage, drying, or raising of agricultural commodities, including the raising of livestock, may be constructed at grade and wet-floodproofed provided there is no human habitation or occupancy of the structure; the structure is of single-wall design; there is no permanent retail, wholesale, or manufacturing use included in the structure; a variance has been granted from the floodplain management requirements of this ordinance; and a floodplain development permit has been issued.

8. *Critical Facilities*

- a. All new or substantially improved critical facilities including, but not limited, to governmental buildings, police stations, fire stations, hospitals, orphanages, penal institutions, communication centers, water and sewer pumping stations, water and sewer treatment facilities, transportation maintenance facilities, places of public assembly, emergency aviation facilities, and schools shall be elevated one (1) foot above the .2 percent annual chance flood event, also referred to as the 500-year flood level or together with attendant utility and sanitary facilities, be floodproofed so that below the 500-year flood level the structure is water tight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Manager as set forth in Article 3, Section C(7)(8)(9);
- b. All critical facilities shall have access routes that are above the elevation of the 500-year flood; and
- c. No critical facilities shall be constructed in any designated floodway.

9. *Hazardous Materials*

All hazardous material storage and handling sites shall be located out of the Special Flood Hazard Area.

10. *Cumulative Improvement*

A structure may be improved (remodeled or enlarged) without conforming to current requirements for elevation so long as the cumulative value of all work done within the last five calendar years does not exceed fifty (50) percent of the structure's current market value. If the cumulative value of the improvement exceeds fifty (50) percent of the structure's current market value, the structure must be brought into compliance with Article 4, Section B(1) which requires elevation of residential structures to - two (2) feet above the base flood elevation or the elevation/floodproofing of non-residential structures to - two (2) feet above the base flood elevation.

SECTION B. SPECIFIC STANDARDS

In all areas identified as numbered and unnumbered A zones, AE, and AH Zones, where base flood elevation data have been provided, the following provisions are required:

1. *Residential Construction*

New construction or substantial-improvement of any residential structures, including manufactured homes, shall have the lowest floor, including basement; elevated a minimum of two (2) feet above base flood elevation. Mechanical and HVAC equipment to be protected or elevated to the same level as the lowest floor. The elevation of the lowest floor shall be certified by a licensed land surveyor or licensed professional engineer.

2. *Non-Residential Construction*

New construction or substantial-improvement of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated a minimum of two (2) foot above the base flood elevation or, together with attendant utility and sanitary facilities, be floodproofed so that below two (2) foot above the base flood elevation the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. Mechanical and HVAC equipment to be protected or elevated to the same level as the lowest floor. The elevation of the lowest floor shall be certified by a licensed land surveyor or licensed professional engineer. Such certification shall be provided to the Floodplain Manager as set forth in Article 4, Section C.

3. *Fully Enclosed Areas Below Lowest Floor*

Require, for all new construction and substantial-improvements that fully enclosed areas below lowest floor used solely for parking of vehicles, building access, or storage in an area other than a basement and that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

- (1) A minimum of two (2) openings having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided; and
- (2) The bottom of all opening shall be no higher than one (1) foot above grade. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of flood waters.

SECTION C. MANUFACTURED HOMES

1. All manufactured homes to be placed within all unnumbered and numbered A zones, AE, and AH zones, on the community's FIRM shall be required to be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors;
2. Require manufactured homes that are placed or substantially improved within unnumbered or numbered A zones, AE, and AH zones, on the community's FIRM be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated a minimum of two (2) foot above the base flood elevation and be securely attached to an adequately anchored foundation system to resist flotation, collapse, and lateral movement. Machinery or equipment, including heating, ventilation, and air conditioning systems, serving the building must be elevated to at least the same level as the lowest floor.

The elevation of the lowest floor shall be certified by a licensed land surveyor or licensed professional engineer.

SECTION D. AREAS OF SHALLOW FLOODING (AO and AH zones)

Located within the areas of special flood hazard as described in Article 2, Section A are areas designated as AO zones. These areas have special flood hazards associated with base flood depths of one (1) to three (3) feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and indeterminate. The following provisions apply:

1. *AO Zones*
 - a. All new construction and substantial-improvements of residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM plus 2 feet (at least four (4) feet if no depth number is specified);
 - b. All new construction and substantial-improvements of any commercial, industrial, or other non-residential structures, including manufactured homes, shall have the lowest floor, including basement, elevated above the highest adjacent grade at least as high as the depth number specified in feet on the community FIRM plus 2 feet (at least four (4) feet if no depth number is specified) or together with attendant utilities and sanitary facilities be completely floodproofed to that so that the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
 - c. Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures.
2. *AH Zones*
 - a. The specific standards for all areas of special flood hazard where base flood elevation has been provided shall be required as set forth in Article 5, Section C; and
 - b. Adequate drainage paths shall be required around structures on slopes, in order to guide floodwaters around and away from proposed structures.

SECTION E. FLOODWAY

Located within areas of special flood hazard established in Article 2, Section A, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters that carry debris and potential projectiles, the following provisions shall apply:

1. The community shall select and adopt a regulatory floodway based on the principle that the area chosen for the regulatory floodway must be designed to carry the waters of the base flood without increasing the water surface elevation of that flood more than one (1) foot at any point;

2. The community shall prohibit any encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge;
3. If Article 4, Section E(2), is satisfied, all new construction and substantial-improvements shall comply with all applicable flood hazard reduction provisions of Article 4; and
4. In unnumbered A zones, the community shall obtain, review, and reasonably utilize any base flood elevation or floodway data currently available from Federal, State, or other sources as set forth in Article 4, Section A(2).

SECTION F. RECREATIONAL VEHICLES

Require that recreational vehicles placed on sites within all unnumbered and numbered A Zones, AE, AH, and AO Zones on the community's FIRM either:

1. Be on the site for fewer than 180 consecutive days, *or*
2. Be fully licensed and ready for highway use*; *or*
3. Meet the permitting, elevation, and anchoring requirements for manufactured homes of these regulations.

**A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.*

SECTION G. CONDITIONS FOR APPROVING AGRICULTURAL STRUCTURES

Any permit granted for an agricultural structure shall be decided individually based on a case-by-case analysis of the building's unique circumstances. In order to minimize flood damages during the 100-year flood and the threat to public health and safety, the following conditions shall be included for any permit issued for agricultural structures that are constructed at-grade and wet-floodproofed:

1. All proposed agricultural structures shall demonstrate that no other alternate location outside of the special flood hazard area exists for the agricultural structure. Residential structures, such as farmhouses, cannot be considered agricultural structures;
2. Use of the structures must be limited to agricultural purposes in any special flood hazard area only as identified on the community's Flood Insurance Rate Map (FIRM);
3. For any new or substantially damaged agricultural structures, the exterior and interior building components and elements (i.e., foundation, wall framing, exterior and interior finishes, flooring, etc.) below the base flood elevation, must be built with flood-resistant materials in accordance with Article 4, Section A (4)(b) of this ordinance;
4. The agricultural structures must be adequately anchored to prevent flotation, collapse, or lateral movement of the structures in accordance with Article 4, Section A (4)(a) of this ordinance. All of the building's structural components must be capable of resisting specific flood-related forces including hydrostatic, buoyancy, and hydrodynamic and debris impact forces;
5. Any mechanical, electrical, or other utility equipment must be located one (1) foot above the base flood elevation or floodproofed so that they are contained within a watertight, floodproofed enclosure that is capable of resisting damage during flood conditions in accordance with Article 4, Section A (4)(d) of this ordinance. The elevation shall be certified by a licensed land surveyor or professional engineer;

6. The agricultural structures must meet all National Flood Insurance Program (NFIP) opening requirements. The NFIP requires that enclosure or foundation walls, subject to the one percent annual chance flood event, also referred to as the 100-year flood, contain openings that will permit the automatic entry and exit of flood waters in accordance with Article 4, Section B (I)(c) of this ordinance;
7. The agricultural structures must comply with the floodplain management floodway encroachment provisions of Article 4, Section E(2) of this ordinance. No permits may be issued for agricultural structures within any designated floodway, if any increase in flood levels would result during the one percent annual chance flood event, also referred to as the 100-year flood;
8. Major equipment, machinery, or other contents must be protected from any flood damage;
9. No disaster relief assistance under any program administered by any Federal agency shall be paid for any repair or restoration costs of the agricultural structures; and
10. Wet-floodproofing construction techniques must be reviewed and approved by the community. The community may request approval by a registered professional engineer or architect prior to the issuance of any floodplain development permit for construction. Cost for any required professional certification to be paid by the developer.

ARTICLE 5 - FLOODPLAIN MANAGEMENT VARIANCE PROCEDURES

SECTION A. ESTABLISHMENT OF APPEAL BOARD

The Board of Zoning Appeals as established by the Zoning Ordinance, Article XXVI of the City of Bonner Springs shall hear and decide appeals and requests for variances from the floodplain management requirements of this ordinance.

SECTION B. RESPONSIBILITY OF APPEAL BOARD

Where an application for a floodplain development permit is denied by the Floodplain Manager, the applicant may apply for such floodplain development permit directly to the Board of Zoning Appeals, as defined in Article 5, Section A.

The Board of Zoning Appeals shall hear and decide appeals when it is alleged that there is an error in any requirement, decision, or determination made by the Floodplain Manager in the enforcement or administration of this ordinance.

SECTION C. FURTHER APPEALS

Any person aggrieved by the decision of the Board of Zoning Appeals or any taxpayer may appeal such decision to the District Court as provided in K.S.A. 12-759 and 12-760.

SECTION D. FLOODPLAIN MANAGEMENT VARIANCE CRITERIA

In passing upon such applications for variances, the Board of Zoning Appeals shall consider all technical data and evaluations, all relevant factors, standards specified in other sections of this ordinance, and the following criteria:

1. Danger to life and property due to flood damage;
2. Danger that materials may be swept onto other lands to the injury of others;
3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations, not subject to flood damage, for the proposed use;
7. Compatibility of the proposed use with existing and anticipated development;

8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in times of flood for ordinary and emergency vehicles;
10. Expected heights, velocity, duration, rate of rise and sediment transport of the flood waters, if applicable, expected at the site; and,
11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems; streets; and bridges.

SECTION E. CONDITIONS FOR APPROVING FLOODPLAIN MANAGEMENT VARIANCES

1. Generally, variances may be issued for new construction and substantial-improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing items two (2) through six (6) below have been fully considered. As the lot size increases beyond the one-half acre, the technical justification required for issuing the variance increases;
2. Variances may be issued for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places, the State Inventory of Historic Places, or local inventory of historic places upon determination, provide the proposed activity will not preclude the structure's continued historic designation;
3. Variances shall not be issued within any designated floodway if any increase in flood discharge would result;
4. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief;
5. Variances shall only be issued upon: (a) showing of good and sufficient cause, (b) determination that failure to grant the variance would result in exceptional hardship to the applicant, and (c) determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances; and
6. The City of Bonner Springs shall notify the applicant in writing over the signature of the Floodplain Manager that: (a) the issuance of a variance to construct a structure below base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25.00 for \$100.00 of insurance coverage and (b) such construction below the base flood level increases risks to life and property. Such notification shall be maintained with the record of all variance actions as required by this ordinance.

ARTICLE 6 - VIOLATION AND PENALTY

Any person, firm or corporation who shall violate any of the provisions of these Regulations or fail to comply herewith, or with any of the requirements thereof; or who shall build or alter any building in violation of any plan submitted and approved hereunder shall be guilty of a misdemeanor; and, upon conviction thereof, shall be liable to a fine of not more than five hundred dollars (\$500.00) and/or imprisonment for not more than six (6) months for each offense and each day such violation shall be permitted to exist shall constitute a separate offense.

ARTICLE 7 - AMENDMENTS

The regulations, restrictions, and boundaries set forth in this ordinance may from time to time be amended, supplemented, changed, or repealed to reflect any and all changes in the National Flood Disaster Protection Act of 1973, provided, however, that no such action may be taken- until after a public hearing in relation thereto, at which parties of interest and citizens shall have an opportunity to be heard. Notice of the time and place of such hearing shall be published in a newspaper of general circulation in the City of Bonner Springs. At least twenty (20) days shall elapse between the date of this publication and the public hearing. A copy of such amendments will be provided to the FEMA Region VII office. The regulations of this ordinance are in compliance with the NFIP regulations.

ARTICLE 8 - DEFINITIONS

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the same meaning they have in common usage and to give this ordinance its most reasonable application.

"100-year Flood" *see "base flood."*

"Accessory Structure" means the same as *"appurtenant structure."*

"Actuarial Rates" *see "risk premium rates."*

"Agricultural Commodities" means agricultural products and livestock.

"Agricultural Structure" means any structure used exclusively in connection with the production, harvesting, storage, drying, or raising of agricultural commodities.

"Appeal" means a request for review of the Floodplain Manager's interpretation of any provision of this ordinance or a request for a variance.

"Appurtenant Structure" means a structure that is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

"Area of Shallow Flooding" means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

"Area of Special Flood Hazard" is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year.

"Base Flood" means the flood having a one percent chance of being equaled or exceeded in any given year.

"Base Flood Elevation" means the elevation of the surface of the water during a one percent annual chance flood event.

"Basement" means any area of the structure having its floor subgrade (below ground level) on all sides.

"Building" *see "structure."*

"Chief Engineer" means the Chief Engineer of the Division of Water Resources, Kansas Department of Agriculture.

"Chief Executive Officer" or "Chief Elected Official" means the official of the community who is charged with the authority to implement and administer laws, ordinances, and regulations for that community.

"Community" means any State or area or political subdivision thereof, which has authority to adopt and enforce Floodplain Management Regulations for the areas within its jurisdiction.

"Development" means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, levees, levee systems, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

"Elevated Building" means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

"Elevation Certificate" means a certificate that verifies the elevation data of a structure on a given property relative to the ground level. The Elevation Certificate is used by local communities and builders to ensure compliance with local Floodplain Management Regulations and is also used by insurance agents and companies in the rating of flood insurance policies.

"Eligible Community" or "Participating Community" means a community for which the Administrator has authorized the sale of flood insurance under the National Flood Insurance Program (NFIP).

"Existing Construction" means for the purposes of determining rates, structures for which the *"start of construction"* commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. *"Existing construction"* may also be referred to as *"existing structures."*

"Existing Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the Floodplain Management Regulations adopted by a community.

"Expansion to an Existing Manufactured Home Park or Subdivision" means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

"Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from: (1) the overflow of inland waters; (2) the unusual and rapid accumulation or runoff of surface waters from any source; and (3) the collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high-water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood, or by some similarly unusual and unforeseeable event which results in flooding as defined above in item (1).

"Flood Boundary and Floodway Map (FBFM)" means an official map of a community on which the Administrator has delineated both Special Flood Hazard Areas and the designated regulatory floodway.

"Flood Elevation Determination" means a determination by the Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year.

"Flood Elevation Study" means an examination, evaluation and determination of flood hazards.

"Flood Fringe" means the area outside the floodway encroachment lines, but still subject to inundation by the regulatory flood.

"Flood Hazard Boundary Map (FHBM)" means an official map of a community, issued by the Administrator, where the boundaries of the flood areas having special flood hazards have been designated as (unnumbered or numbered) A zones.

"Flood Hazard Map" means the document adopted by the governing body showing the limits of: (1) the floodplain; (2) the floodway; (3) streets; (4) stream channel; and (5) other geographic features.

"Flood Insurance Rate Map (FIRM)" means an official map of a community, on which the Administrator has delineated both the Special Flood Hazard Areas and the risk premium zones applicable to the community.

"Flood Insurance Study (FIS)" means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations.

"Floodplain" or "Flood-prone Area" means any land area susceptible to being inundated by water from any source (*see "flooding"*).

"Floodplain Management" means the operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

"Floodplain Management Regulations" means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain and grading ordinances) and other applications of police power. The term describes such state or local regulations, in any combination thereof that provide standards for the purpose of flood damage prevention and reduction.

"Floodproofing" means any combination of structural and nonstructural additions, changes, or adjustments to structures that reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, or structures and their contents.

"Floodway" or "Regulatory Floodway" means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

"Floodway Encroachment Lines" means the lines marking the limits of floodways on Federal, State and local floodplain maps.

"Freeboard" means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. *"Freeboard"* tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as bridge openings and the hydrological effect of urbanization of the watershed.

"Functionally Dependent Use" means a use that cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities and facilities that are necessary for the loading and unloading of cargo or passengers, but does not include long-term storage or related manufacturing facilities.

"Highest Adjacent Grade" means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

"Historic Structure" means any structure that is (a) listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either (1) by an approved state program as determined by the Secretary of the Interior or (2) directly by the Secretary of the Interior in states without approved programs.

"Lowest Floor" means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access, or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable floodproofing design requirements of this ordinance.

"Manufactured Home" means a structure, transportable in one or more sections, that is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term *"manufactured home"* does not include a *"recreational vehicle."*

"Manufactured Home Park or Subdivision" means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

"Map" means, the Flood Insurance Rate Map (FIRM) for a community issued by the Federal Emergency Management Agency (FEMA).

"Market Value" or "Fair Market Value" means an estimate of what is fair, economic, just and equitable value under normal local market conditions.

"Mean Sea Level" means, for purposes of the National Flood Insurance Program (NFIP), the North American Vertical Datum of 1988 (NAVD88) to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

"New Construction" means, for the purposes of determining insurance rates, structures for which the *"start of construction"* commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, *"new construction"* means structures for which the *"start of construction"* commenced on or after the effective date of the Floodplain Management Regulations adopted by a community and includes any subsequent improvements to such structures.

"New Manufactured Home Park or Subdivision" means a manufactured home park or subdivision for which the construction of facilities for servicing the lot on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of Floodplain Management Regulations adopted by the community.

"(NFIP)" means the National Flood Insurance Program (NFIP).

"Participating Community" also known as an *"eligible community,"* means a community in which the Administrator has authorized the sale of flood insurance.

"Permit" means a signed document from a designated community official authorizing development in a floodplain, including all necessary supporting documentation such as: (1) the site plan; (2) an elevation certificate; and (3) any other necessary or applicable approvals or authorizations from local, state or federal authorities.

"Person" includes any individual or group of individuals, corporation, partnership, association, or any other entity, including Federal, State, and local governments and agencies.

"Principally Above Ground" means that at least 51 percent of the actual cash value of the structure, less land value, is above ground.

"Reasonably Safe from Flooding" means base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

"Recreational Vehicle" means a vehicle which is (a) built on a single chassis; (b) 400 square feet or less when measured at the largest horizontal projections; (c) designed to be self-propelled or permanently able to be towed by a light-duty truck; and (d) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

"Remedy A Violation" means to bring the structure or other development into compliance with Federal, State, or local floodplain management regulations; or, if this is not possible, to reduce the impacts of its noncompliance.

"Risk Premium Rates" means those rates established by the Administrator pursuant to individual community studies and investigations, which are undertaken to provide flood insurance in accordance with Section 1307 of the National Flood Disaster Protection Act of 1973 and the accepted actuarial principles. *"Risk premium rates"* include provisions for operating costs and allowances.

"Special Flood Hazard Area (SFHA)" *see "area of special flood hazard."*

"Special Hazard Area" means an area having special flood hazards and shown on an FHBM, FIRM or FBFM as zones (unnumbered or numbered) A, AO, AE, or AH.

"Start of Construction" includes substantial-improvements, and means the date the building permit was issued provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvements were within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slabs or footings, the installation of piles, the construction of columns, any work beyond the stage of excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, the installation of streets and/or walkways, excavation for a basement, footings, piers, foundations, the erection of temporary forms, nor installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial-improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

"State Coordinating Agency" means the Division of Water Resources, Kansas Department of Agriculture, or other office designated by the governor of the state or by state statute at the request of the Administrator to assist in the implementation of the National Flood Insurance Program (NFIP) in that state.

"Structure" means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home. *"Structure"* for insurance purposes, means a walled and roofed building, other than a gas or liquid storage tank that is principally above ground and affixed to a permanent site, as well as a manufactured home on a permanent foundation. For the latter purpose, the term includes a building while in the course of construction, alteration or repair, but does not include building materials or supplies intended for use in such construction, alteration or repair, unless such materials or supplies are within an enclosed building on the premises.

"Substantial-Damage" means damage of any origin sustained by a structure whereby the cost of restoring the structure to pre-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

"Substantial-Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before *"start of construction"* of the improvement. This term includes structures, which have incurred *"substantial-damage"*, regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a *"historic structure"*, provided that the alteration will not preclude the structure's continued designation as a *"historic structure"*

"Temporary Structure" means a structure permitted in a district for a period not to exceed 180 days and is required to be removed upon the expiration of the permit period. Temporary structures may include recreational vehicles, temporary construction offices, or temporary business facilities used until permanent facilities can be constructed, but at no time shall it include manufactured homes used as residences.

"Variance" means a grant of relief by the community from the terms of a floodplain management regulation. Flood insurance requirements remain in place for any varied use or structure and cannot be varied by the community.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required by this ordinance is presumed to be in violation until such time as that documentation is provided.

"Water Surface Elevation" means the height, in relation to the North American Vertical Datum of 1988 (NAVD88) of floods of various magnitudes and frequencies in the floodplain.

ARTICLE 9 - REPEAL OF CURRENT ORDINANCE

The Floodplain Management Regulations adopted July 13, 2015 under Ordinance 2402 are hereby repealed in their entirety.

ARTICLE 10 - CERTIFICATE OF ADOPTION

This Floodplain Management Regulations for the City of Bonner Springs, Kansas and the unincorporated portion of Wyandotte County.

APPROVED AND ADOPTED by the Governing Body of the City of Bonner Springs, Kansas, on _____, 2026.

Thomas A. Stephens, Mayor

ATTEST:

Christina Brake, City Clerk

Chief Engineer
Division of Water Resources
Kansas Department of Agriculture

Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Justine Spease

Subject: Acceptance of Pool Painting Bid

Recommendation: Staff recommends approval.

Action: Make a motion to accept the bid for pool painting from Dayco Painting Inc. in the amount of \$69,500.

Background: Notice to bid for this project was published on January 15th, 2026 at 8:00 AM with a closing date of February 17th, 2026 at 3:00 PM. A total of eight (8) bids were submitted to the City for consideration.

Discussion: After reviewing all the bid proposals, staff is recommending that we utilize Dayco Painting Inc. for the project. They were one of several contractors who conducted a sight visit and are aware of existing challenges that they may face during this project. Their bid was the lowest bid and is within the projected project budget despite the existing challenges.

Financial Impact: The CIP Special Parks & Recreation Fund includes \$80,000 budgeted for this project.

Bid Tabulation – Aquatic Park Pool Shell Painting
Tuesday, February 17, 2026 – 3:00 p.m.

Bidder	Bid Bond	Cert. of Insurance	Addendum			Bid Amount
			1	2	3	
AIA Sanibel/Idaho	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$72,000
Markus' Remodeling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$283,000 opt. 1
Markus' Remodeling	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$149,200 opt. 2
Best of Class	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$90,800
Wildest Painting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$84,450
Dyno Painting	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$64,500
Commercial Waterproofing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$182,280
Morgan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$75,715
Landmark Aquatics	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	\$121,704
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Justine Spease

Subject: Center Park Shelter Purchase

Recommendation: Staff recommends approval.

Action: Make a motion to approve the purchase of a shelter from Icon Shelter Systems for \$45,277.90.

Background: The Parks & Recreation Master Plan's amendment for Center Park accepted by City Council on November 13th, 2023 set out recommended projects to enhance the City's recreational amenities. One of the recommended important projects was the installation of a shelter at Center Park.

Discussion: HGACBuy is a cooperative purchase site and has bid out Icon Shelter prices. By utilizing their contract, we save 10% of purchase costs. The City Engineer is currently in the process of creating the bid packet for the installation of this specific shelter.

The Farmers Market shelter was purchased from Icon Shelter Systems through the HGACBuy Cooperative Purchase.

Financial Impact: The CIP Capital Improvement Sales Tax Fund includes \$99,000 budgeted for this project.



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: PR11-20

Date Prepared: 1/8/2026

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Bonner Springs	Contractor:	Icon Shelter Systems
Contact Person:	Justine Spease	Prepared By:	Sean Schmeiser
Phone:	913-422-5321	Phone:	1-800-748-0985
Fax:	913-273-9557	Fax:	616-396-0944
Email:	jspease@bonnersprings.com	Email:	sean.schmeiser@iconshelters.com

Catalog / Price Sheet Name:	Parks & Recreation Equipment
General Description of Product:	Pre-Engineered / Pre-manufactured Shelters, gazebos, pavilions

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Build ID: 33444 - DS25x38M-P64	\$41,779	\$ 41,779.00
1	Build ID: 33444 - DS25x38M-P64 - Add Powdercoat - E-coat/ Powdercoat Process	\$9,269	\$ 9,269.00
1	StandardEngineeringSet - DS30x32M-P64	\$413	\$ 413.00
1	Increase Square Footage - 10 SQFT	\$1,020	\$ 1,020.00
1	Freight Unit 2	\$2,000	\$ 2,000.00
1	HGAC Discount		\$ (9,203.10)
Total From Other Sheets, If Any:			
Subtotal A:			\$ 45,277.90

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			\$ -
			\$ -
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:		0

Expiration Date: 3/9/2026	Deliver By: 12/31/2026	D. Total Purchase Price (A+B+C):	\$ 45,277.90
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Epicor Quote: 34826

REV

AMENDMENT No. 1 to CONTRACT No. PR11-20
For
Parks & Recreation Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Icon Shelter, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through October 31, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 11/17/2022

Signed for: **Icon Shelter, Inc.**

DocuSigned by:

FB062BA38A03402...

Printed Name & Title:

Sean Schmeiser Sales Manager

Date: 11/8/2022

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Icon Shelter, Inc. - Public Services - ID: 14748

EXTENSION No. 3 to CONTRACT No. PR11-20

For

Parks & Recreation Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Icon Shelter, Inc.

dba Icon Shelter Systems, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Oct 31 2026 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Parks & Recreation Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:

82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 9/11/2025

Signed for: **Icon Shelter, Inc.**
dba Icon Shelter Systems, Inc.

Signed by:

FB062BA38A03402...

Printed Name: Sean Schmeiser
Title: Sales Manager

Sean Schmeiser
Sales Supervisor
Date: 9/10/2025

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Icon Shelter, Inc. - Public Services - -ID: 5854 20-01309

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Icon Shelter, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1455 Lincoln Ave., Holland, MI 49423.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Nov 01 2020 and ends Oct 31 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Icon Shelter, Inc.

DocuSigned by:
Signature *Sean Schmeiser*
FB062BA38A03402...
Name Sean Schmeiser
Title Sales Supervisor
Date 10/15/2020

H-GAC

DocuSigned by:
Signature *Chuck Wemple*
82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 10/15/2020

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Icon Shelter, Inc. - Public Services -

20-01309

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A
Icon Shelter, Inc.
Parks & Recreation Equipment
Contract No. PR11-20

Applicable items are the catalogs listed in the table below, as was any pricing documents included in the awardee's bid response.

Product Code	Manufacturer	Description	Catalog Discount
PR11-20A27	Icon Shelter Systems	2020 Icon Shade and Shelter Product Catalog	10.00%

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Icon Shelter, Inc. - Public Services - ID: 13356

EXTENSION No. 2 to CONTRACT No. PR11-20

For

Parks & Recreation Equipment

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Icon Shelter, Inc.

dba Icon Shelter Systems, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Oct 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for Parks & Recreation Equipment, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for: **Houston-Galveston Area Council**

DocuSigned by:

82EC270D5D61423...

Chuck Wemple
Executive Director
Date: 10/22/2024

Signed for: **Icon Shelter, Inc.**
dba Icon Shelter Systems, Inc.

Signed by:

FB062BA38A03402...

Printed Name: Sean Schmeiser
Title: Sales Manager

Sean Schmeiser
Sales Supervisor
Date: 10/22/2024



**HOUSTON-GALVESTON AREA COUNCIL
PROCUREMENT AND CONTRACTS
PROGRAM**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Order 12549 requires the Houston-Galveston Area Council (H-GAC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors/providers. In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Houston-Galveston Area Council or other federal department or agency, may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Houston-Galveston Area Council or other federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? YES NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts " without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Houston-Galveston Area Council, or other federal department or agency, as applicable, may pursue available remedies, including suspension and/or debarment.

Indicate which statement applies to the covered potential contractor:

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR ICON Shelter Systems

VENUE ID NO. /FEDERAL EMPLOYER ID NO. 20-0907426

Signed by Sean Schmeiser
Signature of Authorized Representative

Sean Schmeiser
Printed/Typed Name of Authorized Representative

10/22/2024
Date

Sales Manager
Title of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a contractor to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such contractor from participation in this transaction. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective contractor shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
5. The prospective contractor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.



AGENDA
HOUSTON-GALVESTON AREA
COUNCIL
BOARD OF DIRECTORS MEETING
September 15, 2020 10:00 AM
3555 Timmons Lane, 2nd Floor
Conference Room B
Houston, TX 77027

1. INVOCATION
2. PLEDGE OF ALLEGIANCE
3. PUBLIC COMMENT - Members of the public may participate by sending comments to BoardPublicComments@h-gac.com; by joining online via our website; or by dialing 1-877-853-5247 or 1-888-788-0099 (Meeting ID 938 1003 8628; Passcode 938737).
4. DECLARE CONFLICTS OF INTEREST

ACTION

5. CONSENT AGENDA

Items listed are of a routine nature and may be acted on in a single motion unless requested otherwise by a member of the Board.

- a. H-GAC BOARD MEETING MINUTES - AUGUST 18, 2020
Request approval of the minutes of the August 18, 2020 H-GAC Board Meeting. (Staff Contact: Rick Guerrero)
- b. HGACBUY - EMERGENCY PREPAREDNESS AND SAFETY EQUIPMENT
Request authorization of contracts with respondents for EP11-20 Emergency Preparedness and Safety Equipment. (Staff Contact: Ronnie Barnes)
- c. HGACBUY - AUTOMATED VEHICLE PROCUREMENT
Request authorization to negotiate a contract with the respondents listed in the Award Recommendations Table for Automated Vehicle Procurement. (Staff Contact: Ronnie Barnes)
- d. HGACBUY – CURRENT MODEL CARS AND LIGHT TRUCKS
Request authorization of contracts with respondents for Current Model Cars and Light Trucks. (Staff Contact: Ronnie Barnes)
- e. HGACBUY – NEW/LEASED MODULAR BUILDINGS AND SHELTERS
Request authorization of contracts with respondents for New/Leased Modular Buildings and Shelters. (Staff Contact: Ronnie Barnes)
- f. HGACBUY – VIDEO SURVEILLANCE ACCESS CONTROL AND SECURITY FENCING SYSTEMS
Request authorization of contracts with respondents for Video Surveillance Access Control and Security Fencing Systems. (Staff Contact: Ronnie Barnes)
- g. PUBLIC SAFETY ELDER JUSTICE PROGRAM FY2021 GRANT APPLICATION
Request authorization to apply for a FY 2021 Violence Against Women Act grant

for the Center on Abuse in Later Life and for the Executive Director to be granted the authority to apply, accept, terminate or alter such an application. (Staff Contact: Ronnie Barnes)

h. CLEAN VEHICLES AND HEAVY DUTY DIESEL REPLACEMENTS

Request authorization to enter an agreement with Paramjet Singh for acquisition of two vehicles; amount not to exceed \$98,076. (Staff Contact: Patrick Mandapaka)

i. EMPLOYEE DEVELOPMENT TRAINING

Request authorization to increase the contract with New Horizons by \$50,000 to provide continuing education to staff. (Staff Contact: Nancy Haussler)

6. FINANCE AND BUDGET COMMITTEE

Report on activities and Committee recommendations.

a. MONTHLY FINANCIAL REPORT - AUGUST 2020

Request approval of the monthly financial report ending August 31, 2020. (Staff Contact: Nancy Haussler)

b. INVESTMENT REPORT - 2ND QUARTER

Request approval of the second quarter investment report ending June 30, 2020. (Staff Contact: Nancy Haussler)

7. COMMUNITY AND ENVIRONMENTAL PLANNING

a. LIVABLE CENTERS ADVANCE FUNDING AGREEMENT

Request authorization to enter an Advance Funding Agreement with the Texas Department of Transportation to fund Livable Centers Planning Studies; total program amount not to exceed \$1,700,000. (Staff Contact: Jeff Taebel)

b. LIVABLE CENTERS PLANNING STUDIES

Request authorization of interlocal contracts total not to exceed \$126,270: \$24,840, City of Clute; \$49,680, Greater Southeast Management District; and \$51,750, Harris County Precinct 2. (Staff Contact: Jeff Taebel)

c. SEABROOK LIVABLE CENTERS STUDY

Request authorization to contract with firms in order ranked to conduct Livable Centers Study for the City of Seabrook; amount not to exceed \$194,000. (Staff Contact: Jeff Taebel)

d. ECONOMIC DEVELOPMENT ADMINISTRATION PLANNING GRANT

Request approval to enter into contract with the Economic Development Administration for planning and coordination activities; amount not to exceed \$262,500. (Staff Contact: Jillian Donatto)

8. WATER RESOURCES COMMITTEE

a. WATER RESOURCES COMMITTEE UPDATE

Request approval of Water Resources Committee recommendations to H-GAC Priority Flood Mitigation Projects list. (Staff Contact: Justin Bower)

9. H-GAC ADVISORY COMMITTEE APPOINTMENTS

a. H-GAC 2020 ADVISORY COMMITTEE APPOINTMENTS

Request approval of appointments to H-GAC advisory committees. (Staff

Contact: Rick Guerrero)

10. H-GAC BYLAWS

a. PROPOSED AMENDMENTS TO H-GAC BYLAWS

Request discussion of proposed amendments to H-GAC bylaws and authorization to mail amendment ballots. (Staff Contact: Chuck Wemple)

11. RESOLUTION

a. RESOLUTION HONORING ALAN CLARK

Request approval of resolution honoring the service of H-GAC Director of Transportation Alan Clark to H-GAC and the region. (Staff Contact: Chuck Wemple)

INFORMATION

12. EXECUTIVE DIRECTOR'S REPORT

a. RESPONSE TO COVID-19 PANDEMIC

No action requested. For information only. (Staff Contact: Chuck Wemple)

b. H-GAC SPOTLIGHT - WORKFORCE ACTIVITIES

No action requested. For information only. (Staff Contact: Mike Temple)

c. 2020 MID-YEAR REPORT

No action requested. For information only. (Staff Contact: Chuck Wemple)

d. CURRENT AND UPCOMING H-GAC ACTIVITIES

Report on current and upcoming H-GAC activities. (Staff Contact: Chuck Wemple)

13. ADJOURNMENT

In compliance with the Americans with Disabilities Act, H-GAC will provide for reasonable accommodations for persons attending H-GAC functions. Requests should be received by H-GAC 24 hours prior to the function.

H-GAC BOARD MEETING MINUTES - AUGUST 18, 2020

Background

The H-GAC Board of Directors convenes on the third Tuesday of each month at 10:00 a.m. Meeting minutes are prepared following each Board meeting to summarize any action taken and document the attendance of Board members.

Current Situation

A summary of the August 18 meeting of the H-GAC Board of Directors is attached and recommended for approval.

Funding Source

N/A

Budgeted

N/A

Action Requested

Request approval of the minutes of the August 18, 2020 H-GAC Board Meeting. (Staff Contact: Rick Guerrero)

ATTACHMENTS:

- BOARD MEETING MINUTES - AUGUST 18 2020 Cover Memo

**MEETING MINUTES
H-GAC BOARD OF DIRECTORS
August 18, 2020**

ATTENDANCE ROSTER

The following members of the Board of Directors (Board) of the Houston-Galveston Area Council (H-GAC) attended all or a portion of the August 18, 2020 Board meeting, via webinar and/or teleconference:

Brazoria County Commissioner Stacy Adams	City of La Porte Councilmember Chuck Engelken
Chambers County Commissioner Gary Nelson	City of League City Mayor Pat Hallisey
Colorado County Judge Ty Prause	City of Missouri City Council Member Dr. Cheryl Sterling
Fort Bend County Commissioner Andy Meyers	City of Pasadena Councilmember Cary Bass
Galveston County Commissioner Ken Clark	City of Pearland Mayor Tom Reid
Harris County Commissioner Adrian Garcia	City of Sugar Land Mayor Joe Zimmerman
Liberty County Judge Jay Knight	City of Texas City Commissioner Phil Roberts
Matagorda County Judge Nate McDonald	
Walker County Commissioner Jimmy Henry	<i>Home Rule Cities (Less than 25,000):</i>
Waller County Judge Trey Duhon	City of Dickinson Councilmember William King III
Wharton County Judge Phillip Spenrath	City of Seabrook Mayor Pro Tem Natalie Picha
	<i>General Law Cities:</i>
City of Baytown Council Member Charles Johnson	City of Waller Council Member Nancy Arnold
City of Conroe Councilman Jody Czajkoski	City of Pattison Mayor Joe Garcia
City of Friendswood Councilmember Sally Branson	<i>Independent School Districts:</i>
City of Galveston Mayor Dr. Craig Brown	Huntsville ISD Trustee Rissie Owens
City of Houston Council Member Sallie Alcorn	
City of Houston Council Member Edward Pollard (Alternate)	
City of Huntsville Mayor Andy Brauning	

The following Board members were not marked in attendance at the August 18, 2020 Board meeting:

Austin County Judge Tim Lapham	City of Deer Park Councilman Bill Patterson
Harris County Judge Lina Hidalgo	City of Lake Jackson Councilmember Ralph "Buster" Buell
Montgomery County Commissioner Charlie Riley	City of Rosenberg Mayor William Benton

(over)

CALL TO ORDER

The Board Chair, City of Waller Council Member Nancy Arnold, called the meeting to order at 10:05 a.m. on Tuesday, August 18, 2020 via Webinar and Teleconference at 1-877-853-5247.

ROLL CALL

Chair Arnold asked Rick Guerrero, Houston-Galveston Area Council Director of Intergovernmental Relations, to conduct the Board of Directors Roll Call. Mr. Guerrero conducted the Roll Call and announced that a quorum was present.

1. INVOCATION

Matagorda County Judge Nate McDonald gave the invocation.

2. PLEDGE OF ALLEGIANCE

City of Sugar Land Mayor Joe Zimmerman led the Pledge of Allegiance and the Pledge to the Texas Flag.

3. PUBLIC COMMENT

Chair Arnold invited comments from any members of the public who wished to participate during the call and asked Mr. Guerrero if any public comments had been received via email prior to the meeting. Mr. Guerrero stated that we had not received any public comments via the email address posted publicly. He then opened the floor for public comments to those who have joined the meeting via webinar or teleconference. Mr. Guerrero asked participants to limit their comments to three minutes each, after stating their name. There were no public comments on the webinar, via phone, or via online submission.

4. DECLARE CONFLICTS OF INTEREST

Chair Arnold called for any Board member with a conflict of interest to declare it at that time. There being none, Chair Arnold proceeded to the next item on the agenda.

5. CONSENT AGENDA

Chair Arnold called for the Consent Agenda and asked if there were any items that needed to be pulled for individual consideration. Hearing none, she entertained motions from the floor for approval of the eight items on the Consent Agenda. City of Dickinson Councilmember, and Vice Chair of the Board, William King moved to approve the consent agenda. Fort Bend County Commissioner Andy Meyers seconded the motion. Chair Arnold then called for a vote which resulted in unanimous approval by all members present.

The following items were acted on by approval of the consent agenda:

- a. H-GAC BOARD MEETING MINUTES – July 21, 2020** – approved minutes of the July 21, 2020 Board Meeting.
- b. HGACBUY – PARKS AND RECREATION EQUIPMENT** – authorized contracts with respondents for Parks and Recreation Equipment.

- c. **HGACBUY - AMBULANCES, EMS AND OTHER SPECIAL SERVICE VEHICLES** – authorized contracts with respondents for AM10-20 ambulances, EMS and other Special Service vehicles.
- d. **CLEAN VEHICLES AND HEAVY DUTY DIESEL REPLACEMENT ASSISTANCE** – authorized agreement with Pearland Independent School District for the acquisition of six school buses; amount not to exceed \$613,100.
- e. **UPDATE OF REGIONAL PUBLIC TRANSIT PLAN** – authorized to enter a grant agreement with the Texas Department of Transportation for the required update of the Regionally Coordinated Public Transit/Human Services Transportation Plan; to receive grant amount not to exceed \$100,000.
- f. **CLEAR CREEK WATERSHED PROTECTION PLAN** – approved to enter a contract with the Texas Commission on Environmental Quality to develop a Watershed Protection Plan for the Clear Creek Watershed; amount not to exceed \$150,468.
- g. **WATER QUALITY MANAGEMENT PLAN UPDATE** – accepted the Fiscal Year 2020 H-GAC 604(b) Water Quality Management Plan Update.

6. **FINANCE AND BUDGET COMMITTEE**

a. **Monthly Financial Report – July 2020**

Chair Arnold recognized Vice Chair King as the Chair of the Finance and Budget Committee. Vice Chair King announced that the committee met earlier this morning, with a quorum present. He then yielded the floor to Nancy Haussler, H-GAC Chief Financial Officer. Ms. Haussler presented the financial status report for the month ended July 31, 2020. She stated that considering the year we've had thus far; we are in good condition. Ms. Haussler announced that we have received most of our membership dues. She stated that we have not achieved the projections we had for the Energy Corporation to date, and she has provided foot notes concerning this matter the past few months and will give another update next month as they will probably not achieve the projections this year. Ms. Haussler stated that although the Cooperative Purchasing group is down, it is anticipated that they will increase and reach their projections for the year. She stated that the federal grant program is now underway and the state grant programs are doing better than expected, primarily in the Workforce programs. Ms. Haussler requested approval of the July 2020 Financial Report.

Chair Arnold asked for any questions from the floor. Harris County Commissioner Adrian Garcia moved to approve the Monthly Financial Report and Mayor Zimmerman seconded the motion. Vice Chair King called for the vote, which resulted in unanimous approval by all members present.

b. **Investment Report - 1st Quarter**

Vice Chair King once again yielded the floor to Ms. Haussler. Ms. Haussler presented the investment report for the quarter ending March 31, 2020. She stated that we have had some investments mature prior to the Federal Reserve lowering of the interest rate to 0%. Ms. Haussler stated that the second quarter report will be presented at the next Board meeting.

(over)

Commissioner Garcia moved to approve the 1st Quarter Investment Report and City of Friendswood Councilmember Sally Branson seconded the motion. Vice Chair called for the vote, which resulted in unanimous approval by all members present.

c. Benefits Insurance Coverage

Vice Chair King once again yielded the floor to Ms. Haussler. Ms. Haussler announced that each year, H-GAC procures benefits coverage for our employees with assistance from Alliant Benefits. She stated that although we typically receive a better response, we did receive several bids. Ms. Haussler mentioned that we had a very steep claim rate, and that affected our response rate. She stated that we did receive a proposal from our current provider, Blue Cross Blue Shield, with an 11% increase. Ms. Haussler stated that we are choosing to remain with our current provider to avoid disruptions in service and since the next best bid was also an 11% increase. She stated that regarding the dental coverage, MetLife is our current provider and offered an 8.62% increase; which is not surprising as each year our claims total more than 100% of the premiums paid. We have elected to switch to Humana since they offered a bid at only a 2.7% increase, with a more robust benefits package. Our other coverages such as vision and long-term disability are under multi-year policies and did not require renewal actions at this time.

Vice Chair King asked if there were any questions. City of Houston Council Member Sallie Alcorn asked how many employees and how many dependents are being covered by these health benefits? Ms. Haussler responded that 266 employees are covered and 65 employees cover their dependents (at full cost). Hearing no further questions, Chair Arnold moved to approve the Benefits Insurance Coverage and Councilmember Sally Branson seconded the motion. Vice Chair King called for the vote, which resulted in unanimous approval by all members present.

7. HUMAN SERVICES

a. Workforce System 2021 Contracts

Chair Arnold called to the floor Mike Temple, H-GAC Director of Human Services. Mr. Temple requested approval of fourth-year workforce system contracts for nine contractors within the system of 27 locations (soon to be 29). Total not to exceed \$306,340,000. This amount is slightly less than the 2020 funding due to the pandemic funding for childcare which was added to this year's budget. The amount in the contracts will serve over 525,000 people and 30,000 employers throughout the region.

Wharton County Judge Phillip Spenrath moved to approve the Workforce System 2021 contracts and Vice Chair King seconded the motion. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

b. Workforce System Public Outreach Contracts

Chair Arnold again called Mr. Temple to the floor. Mr. Temple requested approval to negotiate with Outreach Strategists and Savage Design to provide public outreach and communications service to the Gulf Coast Workforce Board and Workforce Solutions; total contracts not to exceed \$900,000 combined.

Chair Arnold asked if there were any questions. There being none, a motion to approve was made by City of Pattison Mayor Joe Garcia and seconded by Huntsville ISD Trustee Rissie Owens. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

8. WATER RESOURCES COMMITTEE

a. Water Resources Committee Update

Chair Arnold recognized Commissioner Meyers as the Chair of the Water Resources Committee and asked him to introduce the next item. Commissioner Meyers yielded the floor to Jeff Taebel, H-GAC Director of Community and Environmental Planning. Mr. Taebel announced that the committee met on August 12 and are requesting approval to elevate the Lower Brazos Flood Protection Planning Study project from Tier 3 to Tier 2 on the Priority Flood Management Projects list.

Matagorda County Judge Nate McDonald asked about the status of the Wharton/Matagorda/Colorado County/Colorado River project to have new flood gauges installed. Judge Spenrath reported that \$500,000 of the needed \$1,000,000 in funding has been secured. H-GAC Executive Director confirmed that this project should also be listed on Tier 2 and committed additional staff time for any additional research.

Commissioner Meyers moved to approve this modified item and Commissioner Garcia seconded the motion. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

9. PLANS AND PROJECTS REVIEW COMMITTEE

a. Fort Bend County FY2020 Action Plan

Chair Arnold recognized Waller County Judge Trey Duhon as the Chair of the Plans and Projects Review Committee and asked him to introduce the next two items. Judge Duhon stated that the committee met this morning at 8:30a.m. to review two items. He then yielded the floor to Jillian Donatto, H-GAC Senior Planner, Community and Environmental Planning Department. Ms. Donatto stated that H-GAC received a request from Fort Bend County to review their fiscal year 2020 consolidated action plan for consistency with H-GAC plans and review criteria. To ensure and build relationships between state and local governments as well as for non-profit and private sectors, the U.S. Department of Housing and Urban Development requires communities to submit a single, consolidated plan that spans several program areas including Community Development Block Grants and Emergency Solutions Grants among others. Overall, the Fort Bend County plan includes 19 discrete projects and the objective is to increase the supply of affordable housing; improve and expand public infrastructure and facilities; and improve and expand public services for special needs populations, especially low, very low, and extremely low income households. Ms. Donatto requested that the Fort Bend County FY2020 Action Plan be found consistent with H-GAC plans, policies and review criteria; including Our Great Region 2040, the 2020-2024 Draft Comprehensive Economic Development Strategy, and the Fair Housing Equity Assessment.

Judge Duhon moved to approve this item and Commissioner Meyers seconded the motion. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

b. Clean Diesel Emission Reduction

Chair Arnold asked Judge Duhon to continue with the Plans and Projects Review Committee. Judge Duhon yielded the floor to Andrew DeCandis, H-GAC Principal Planner for air quality policy issues, Transportation Department. Mr. DeCandis requested that the project proposed by the Coalition for Sustainable Initiatives Inc. for \$5,290,800 be found consistent with plans, policies, and H-GAC review criteria. The project will be funded by the Environmental Protection Agency's Diesel Emission Reduction Act program which accepts proposals for projects

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that can achieve significant diesel emission reductions in regions designated as having poor air quality; our region is one of these areas. Mr. DeCandis reported that this project is to replace 29 diesel powered short-haul trucks with compressed natural gas versions that travel within the Houston, Dallas-Fort Worth, and San Antonio metropolitan areas.

Judge Duhon moved to approve this item and Mayor Garcia seconded the motion. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

10. H-GAC ADVISORY COMMITTEE APPOINTMENTS

a. H-GAC 2020 Advisory Committee Appointments

Chair Arnold yielded the floor to Mr. Guerrero. Mr. Guerrero stated that a greensheet had been provided to all members that included several appointments received after Board material had been distributed. He presented twenty-seven appointments to eight of the H-GAC Advisory Committees this month: Aging and Disability Advisory Committee, Area Emission Reduction Credit Organization, Criminal Justice Advisory Committee, Gulf Coast Economic Development District, Regional Air Quality Planning Advisory Committee, Regional Flood Management Committee, Regional Homeland Security Coordinating Council, and the Solid Waste Management Committee. Mr. Guerrero requested approval of the appointments to the H-GAC Advisory Committees.

Commissioner Meyers moved to approve this item and Mayor Garcia seconded the motion. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

11. EXECUTIVE DIRECTOR'S REPORT

a. Response to COVID-19 Pandemic

Mr. Wemple reported that we are encouraged by recent numbers coming from the state. He reported that H-GAC team members remain 100% remote work since March. We had begun a voluntary return to the office, but as numbers continued to increase in Harris County where our office is located and most of our team members live, we opted to resume 100% telework mode. We have deployed the agency to approximately 100 of our employees who had been using their personal computers to continue working remotely. This ensures they have proper agency tools and increases our cyber security. We have also onboarded new employees during this telework phase.

Mr. Wemple announced that since we have been in this situation longer than anyone anticipated, we are updating our telework policy. We are also anticipating proposed by-laws changes that will allow the important work of the Board to continue in our virtual environment. This will include nominations for our officers as well as General Law and Home Rule cities on our Board and other important activities.

b. H-GAC Spotlight – Our Region's Response to the U.S. Census

Mr. Wemple yielded the floor to Meagan Coughlin, H-GAC Director of Communications. Ms. Coughlin stated that she would explain where we are and where we need to be concerning the Census. She reported that according to the Texas Counts promotion, a small 1% undercount in the Census could cause Texas to lose \$3 billion over the next ten years; however, if the Census count shows that the state has grown, we can potentially gain three seats in the U.S. House of Representatives. Ms. Coughlin encouraged the Board Members to increase the self-response rates in their areas. She announced that September 30 is the last day to respond to the Census; hence, there is still time to be included in this important count.

c. Current and Upcoming H-GAC Activities

Mr. Wemple took the floor once again to report on upcoming H-GAC activities. Mr. Wemple announced that the North I-45 Expansion Project has had a lot of controversy. The Transportation Policy Council would like to acknowledge the leadership of Galveston County Commissioner Ken Clark, Chair of the Transportation Policy Council, in forming a workgroup to develop a Memorandum of Understanding to address some of the concerns. Mr. Wemple also recognized Chair Arnold, Mayor Zimmerman and Commissioner Garcia as being a part of the workgroup. Mr. Wemple reported that the Workforce Solutions 3-day job fair in East Fort Bend County was successful thanks to Council Member Dr. Cheryl Sterling with 714 people and 29 employers participating and stated that there will be another job fair in Fort Bend County soon. He announced that the budget for 2021 will be presented to the Board in October. He stated that the Legislative Committee will convene in October also. Mr. Wemple stated that there have been many exciting challenges and opportunities during his second year as Executive Director. He stated that it has been an honor to serve and make a difference in our region. He stated his goals and aspirations remain the same for the agency: to be a model of innovation; to provide meaningful public service; to work hard every day to make the region a better place; to create a workplace where the team can do their best work and grow professionally; and to demonstrate to state and federal leaders that regional councils are a wise investment of taxpayer money and that we take the responsibility of that stewardship seriously. Lastly, Mr. Wemple thanked the H-GAC staff for their hard work and showed a video montage of employees in the telework environment.

12. EXECUTIVE SESSION

a. Executive Session - Evaluation of H-GAC Executive Director

Chair Arnold announced that the Board of Directors would hold an Executive Session to conduct an annual evaluation of the Executive Director in accordance with Government Code, Title 5, Section 551.074.

The Board Members retreated to a private teleconference to convene the Executive Session at 11:25 a.m. and returned to the general meeting at 11:30 a.m.

13. EXECUTIVE SESSION - FOLLOW-UP SESSION

a. Evaluation of H-GAC Executive Director

Chair Arnold announced that the Board Members evaluated the annual performance of H-GAC's Executive Director and recommended a \$10,000 salary increase.

Vice Chair King moved to approve this item and Councilmember Branson seconded the motion. Chair Arnold called for the vote, which resulted in unanimous approval by all members present.

14. ADJOURNMENT

Having no further items to discuss, Chair Arnold adjourned the August Meeting of the H-GAC Board of Directors at 11:48 a.m.

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HGACBUY - EMERGENCY PREPAREDNESS AND SAFETY EQUIPMENT

Background

H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened eleven proposals for Emergency Preparedness & Safety Equipment on June 22, 2020. The following companies submitted proposals:

Absorbent Specialty Products	Pawtucket, RI
AeroClave LLC	Winter Park, FL
Delta Fire & Safety Inc. dba Delta Industrial Service & Supply	Port Neches, TX
FarrWest Environmental Supply, Inc.	Schertz, TX
Fisher Scientific Company LLC	Tampa, FL
Integrated Solutions Consulting Corp.	Edwardsville, IL
Municipal Emergency Services Inc	Houston, TX
Performance Health Supply Inc., dba Medco Supply Company	Amherst, NY
Rainy Falls Venture LLC dba Emergency Technical Decon	Springfield, OR
SB Acquisition LLC dba The Sandbagger LLC	Elmhurst, IL
Viking Life	Houston, TX

Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of personal protective equipment such as eye/hearing and head/hand protection to specialized suits for hazardous material handling by emergency response and recovery workers. There are four new contractors. All proposals have been evaluated by H-GAC staff. Ten proposals are being recommended for award. Viking Life was deemed non-compliant due to required documentation not being provided. Request authorization to negotiate contracts with each respondent listed in the Award Recommendation Table; and as may be applicable, to extend contract assignments to other authorized entities during the contract period.

Funding Source

Participating local government purchases

Budgeted

N/A

Action Requested

Request authorization of contracts with respondents for EP11-20 Emergency Preparedness and

ATTACHMENTS:

▫ EP11-20 Award Recommendation Table

Cover Memo

EP11-20 Award Recommendation Table

Proposer	Product/Services
Absorbent Specialty Products	Water gate/flood gates for minimizing water intrusion. Applicable industries: government, universities, and hospitals etc.
AeroClave LLC	Portable decontamination systems for facilities, vehicles, and equipment. Devices are used for immediate response to infectious disease/biohazard incidents, as well as for proactive use to minimize the risk of infection and illness.
Delta Fire & Safety Inc. dba Delta Industrial Service & Supply	Personal Protective Equipment (PPE) for emergency response and recovery workers, including, fire hose, boots, bunker coats, pants, gloves, helmets, fire-fighting foam and related equipment, thermal image cameras, and drones.
FarrWest Environmental Supply, Inc.	Maintenance and calibration services to first responders, government agencies, educational institutions, research labs and private entities throughout Texas, Oklahoma, and beyond. Safety products such as personal protective equipment and rescue supplies in addition to 24/7 support to the above listed entities.
Fisher Scientific Company LLC	Safety equipment to a broad range of customers with a large emphasis on first responders. Diverse catalog of products, from simple eye/hearing and head/hand protection, to specialized suits for hazardous material handling to instrumentation for chemical and radiation detection (plus the ability to service and train on this instrumentation).
Integrated Solutions Consulting Corp.	Provide the ability to license the Odysseus™ software product. Odysseus™ is a cloud-based program management system that offers emergency management, homeland security, and public safety agencies a comprehensive preparedness management system that will increase operational effectiveness, ensure regulatory compliance, and maximize program efficiency.
Municipal Emergency Services Inc.	Protective clothing, disinfectant & cleaner, safety glasses, RPB T-Link Respirator etc., for multiple applications including industrial, hazmat, military, law enforcement, emergency response, biomedical and healthcare.
Performance Health Supply Inc., dba Medco Supply Company	Emergency response equipment, including from head immobilizers, back boards, splinting materials, AED's and other disaster relief items.

Rainy Falls Venture LLC dba Emergency Technical Decon	Safety equipment for emergency medical services/healthcare PPE, law enforcement PPE, seat covering for public safety vehicles
SB Acquisition LLC dba The Sandbagger, LLC	Sandbag filling machines

HGACBUY - AUTOMATED VEHICLE PROCUREMENT

Background

The H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened three proposals for Automated Vehicle Procurement on June 30, 2020. The following companies submitted a proposal:

Beep, Inc.	Orlando, FL
Easymile, Inc.	Denver, CO
First Transit, Inc.	Cincinnati, OH

Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of automated vehicles used for public transportation. Two new manufacturers are being introduced. All bid responses have been evaluated by H-GAC staff. Three proposals are being recommended for award. Request authorization for contracts representing the best value for product items as summarized in the Award Recommendations Table; and, if applicable, to extend contract assignments to other authorized entities during the contract period.

Funding Source

Participating local government purchases

Budgeted

N/A

Action Requested

Request authorization to negotiate a contract with the respondents listed in the Award Recommendations Table for Automated Vehicle Procurement. (Staff Contact: Ronnie Barnes)

ATTACHMENTS:

- AV11-20 Award Recommendations Table
- Cover Memo

AV11-20 Award Recommendations Table

Proposal	Product
Beep, Inc.	Ollie 2.0 Electric Shuttle
Easymile, Inc.	EZ10 Electric Shuttle and Tract Easy Electric Tractor
First Transit, Inc.	Motor EV Star Electric Mini Shuttle Bus

HGACBUY – CURRENT MODEL CARS AND LIGHT TRUCKS

Background

The H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened seventeen bids for Current Model Cars and Light Trucks on June 18, 2020. The following companies submitted bids:

United Ford South, LLC, dba Bill Knight Ford Knight Automotive	Tulsa, OK
Caldwell Automotive Partners, LLC dba Caldwell Country Chevrolet	Caldwell, TX
Amaru Motors 3, LLC dba Charlie Clark Nissan El Paso	El Paso, TX
Chastang Enterprises Houston, LLC dba Chastang Ford	Houston, TX
Ed Morse, LLC	Dallas, TX
Grapevine DCJ, LLC	Grapevine, TX
Gunn Chevrolet, LTD	Selma, TX
Johnson-Grayson Automotive, Inc. dba Holiday Chevrolet	Whitesboro, TX
Houston Freightliner, Inc.	Houston, TX
Houston Mac Haik Dodge Jeep, LTD dba Mac Haik DCJ	Houston, TX
Lake Country Chevrolet, Inc.	Jasper, TX
Cowboy Motor Company LC dba Moore Chrysler Dodge Jeep Ram	Silsbee, TX
RRPFG, LP dba Randall Reed's Prestige Ford	Garland, TX
Caldwell Country Ford dba Rockdale Country Ford	Rockdale, TX
Sam Pack's Five Star Ford	Carrollton, TX
Silsbee Ford Inc.	Silsbee, TX
Donalson-Umphrey Automotive Group, Inc. dba Silsbee Toyota	Silsbee, TX

Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of current model cars and light trucks. There are no new manufacturers. All bid responses have been evaluated by H-GAC staff. Fourteen bids are being recommended for award. Three bidders were not awarded because they were not the lowest responsible bid. Request authorization for contracts representing the lowest responsible bidder providing best value for product items as summarized in the Award Recommendation Table; and, if applicable, to extend contract assignments to other authorized entities during the contract period.

Funding Source

Participating local government purchasers

Budgeted

N/A

Action Requested

Request authorization of contracts with respondents for Current Model Cars and Light Trucks. (Staff Contact: Ronnie Barnes)

ATTACHMENTS:

- VE11-20: Award Recommendation Table Cover Memo

VE11-20: Award Recommendation Table

HGAC PRODUCT CODES	BIDDERS
Chevrolet	
VE20A01, VE20A03-VE20A04, VE20A07-VE20A14, VE20A16-VE20A20, VE20A22-VE20A24, VE20A28-VE20A34, VE20A36, VE20A39, VE20A47	Caldwell Automotive Partners, LLC dba Caldwell Country Chevrolet
VE20A05-VE20A06, VE20A15, VE20A21, VE20A35	Gunn Chevrolet, LTD
VE20A25-VE20A27	Lake Country Chevrolet, Inc.
Chrysler	
VE20B01, VE20B03-VE20B04	Grapevine DCJ, LLC
VE20B02	Houston Mac Haik Dodge Jeep, LTD dba Mac Haik DCJ
Dodge	
VE20C01, VE20C04, VE20C06	Ed Morse, LLC
Ford	
VE20D08, VE20D10, VE20D16-VE20D17, VE20D19, VE20D21-VE20D26, VE20D28, VE20D30, VE20D32-VE20D60, VE20D67-VE20D69	Chastang Enterprises Houston, LLC dba Chastang Ford
VE20D01, VED203-VE20D04, VE20D06-VE20D07, VE20D09, VE20D12	Caldwell Country Ford dba Rockdale Country Ford
VE20D01, VE20D03-VE20D04, VE20D06-VE20D10, VE20D12, VE20D16-VE20D17, VE20D19, VE20D21-VE20D26, VE20D28, VE20D30, VE20D32-VE20D69	United Ford South, LLC, dba Bill Knight Ford Knight Automotive (Oklahoma)
Freightliner	
VE20E01-VE20E29	Houston Freightliner, Inc.
GMC	
VE20F02-VE20F04	Ed Morse, LLC
Jeep	
VE20G01, VE20G05	Ed Morse, LLC
VE20G03-VE20G04, VE20G06	Grapevine DCJ, LLC
VE20G07	Cowboy Motor Company, LC dba Moore Chrysler Dodge Jeep Ram
Nissan	

VE20H01, VE20H03, VE20H05, VE20H07, VE20H09, VE20H12-VE20H13, VE20H15- VE20H16, VE20H18-VE20H22	Amaru Motors 3, LLC dba Charlie Clark Nissan El Paso
Ram	
VE20I17-VE20I18	Ed Morse, LLC
VE20I01-VE20I09A, VE20I11-VE20I15	Grapevine DCJ, LLC
VE20I10	Johnson-Grayson Automotive, Inc. dba Holiday Chevrolet
VE20I16	Houston Mac Haik Dodge Jeep, LTD dba Mac Haik DCJ
Toyota	
VE20J01-VE20J25	Donalson-Umphrey Automotive Group, Inc. dba Silsbee Toyota

HGACBUY – NEW/LEASED MODULAR BUILDINGS AND SHELTERS

Background

The H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened eight bids for New/Leased Modular Buildings and Shelters on June 24, 2020. The following companies submitted bids:

Affordable Drill Towers, LLC	Austin, TX
Aries Building Systems, LLC	Houston, TX
Fire Facilities, Inc.	Sun Prairie, WI
GroundFORCE Building Systems, LLC	Bryan, TX
Palomar Modular Buildings, LLC	DeSoto, TX
Precision Structures, Inc.	Pasadena, TX
Theodore Sims dba TSG Industries	Houston, TX
Vesta Housing Solutions, LLC dba Vesta Modular	Southfield, MI

Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of classrooms, educational and administrative restrooms, offices, medical health care, and other related equipment. No new equipment or categories have been added. All bid responses have been evaluated by H-GAC staff. Eight bids are being recommended for award. Request authorization for contracts representing the best value for product items as summarized in the Award Recommendations Table; and, if applicable, to extend contract assignments to other authorized entities during the contract period.

Funding Source

Participating local government purchasers

Budgeted

N/A

Action Requested

Request authorization of contracts with respondents for New/Leased Modular Buildings and Shelters. (Staff Contact: Ronnie Barnes)

ATTACHMENTS:

- ▢ MB11-20: Award Recommendations Table Cover Memo

MB11-20: Award Recommendations Table

H-GAC Product Code	Bidder
Mobile Modular	
B. Offices	
MB20AB01-MB20AB22	TSG Industries
D. Restrooms and Specialty	
MB20AD01-MB20AD02	TSG Industries
E. Stairs, Ramps, Service Rates and all other Accessories	
MB20AE01-MB20AE18	TSG Industries
Aries Building Systems	
A. Classroom, Educational and Administrative	
MB20AD01-MB20AD18	Aries Building Systems
B. Offices	
MB20DB01-MB20DB07	Aries Building Systems
C. Medical, Health Care	
MB20DC01-MB20DC03	Aries Building Systems
D. Restrooms and Specialty	
MB20DD01-MB20DD11	Aries Building Systems
Palomar Modular Buildings	
A. Classroom, Educational and Administrative	
MB20EA01-MB20EA10	Palomar Modular Buildings, LLC
B. Offices	
MB20EB01-MB20EB04	Palomar Modular Buildings, LLC
C. Medical, Health Care	
MB20EC01-MB20EC05	Palomar Modular Buildings, LLC
D. Restrooms and Specialty	
MB20ED01-MB20ED03	Palomar Modular Buildings, LLC
GroundFORCE Building Systems	
A. Classroom, Educational and Administrative	
MB20FA01-MB20AF12*	GroundFORCE Building Systems, LLC
B. Offices	
MB20FB01-MB20FB04*	GroundFORCE Building Systems, LLC
C. Medical Health Care	
MB20FC01-MB20FC09*	GroundFORCE Building Systems, LLC
D. Restrooms and Specialty	
MB20FD01-MB20FD03*	GroundFORCE Building Systems, LLC
Vesta Modular	
A. Classroom, Educational and Administrative	
MB20GA01-MB20GA26*	Vesta Housing Solutions LLC dba Vesta Modular
B. Offices	
MB20GB01-MB20GB20*	Vesta Housing Solutions LLC dba Vesta Modular
C. Medical Health Care	
MB20GC01-MB20GC18*	Vesta Housing Solutions LLC dba Vesta Modular
D. Restrooms and Specialty	
MB20GD01-MB20GD18*	Vesta Housing Solutions LLC dba Vesta Modular
TSG Industries	
A. Classroom, Educational and Administrative	
MB20HA01-MB20HA11	Theodore Sims dba TSG Industries
Affordable Drill Towers	
D. Restrooms and Specialty	
MB20ID01*	Affordable Drill Towers, LLC
Precision Structures, Inc.	
A. Classroom, Educational and Administrative	
MB20KA01-MB29KA02*	Precision Structures, Inc.

B. Offices	
MB20KB01-MB20KB11*; MB20KB12-MB20KB18*; MB20KB19-MB20KB25*	Precision Structures, Inc.
E. Stairs, Ramps, Service Rates and all other Accessories	
MB20KE01-MB20KE05*	Precision Structures, Inc.
Fire Facilities, Inc.	
D. Restrooms and Specialty	
MB20LD01-MB20LD22	Fire Facilities, Inc.

- Leasing options are available

HGACBUY – VIDEO SURVEILLANCE ACCESS CONTROL AND SECURITY FENCING SYSTEMS

Background

The H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened three proposals for Video Surveillance Access Control and Security Fencing Systems on June 04, 2020. The following companies submitted bids:

American Surveillance Co., Inc.	Brownsville, TX
Motorola Solutions, Inc.	Chicago, IL
Wunderlich-Malec Systems, Inc.	Eden Prairie, MN

Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of surveillance equipment, controlled access, wireless duress/panic alarms, portable remote location equipment and controlled building access and other related equipment. No new equipment or categories have been added. All proposal responses have been evaluated by H-GAC staff. Three proposals are being recommended for award. Request authorization for contracts representing the best value for product items as summarized in the Award Recommendations Table; and, if applicable, to extend contract assignments to other authorized entities during the contract period.

Funding Source

Participating local government purchasers

Budgeted

N/A

Action Requested

Request authorization of contracts with respondents for Video Surveillance Access Control and Security Fencing Systems. (Staff Contact: Ronnie Barnes)

ATTACHMENTS:

- SE05-20A: Award Recommendations Table Cover Memo

SE05-20A: Award Recommendations Table

Proposer	Product Category
American Surveillance Co., Inc.	<ul style="list-style-type: none"> A. Video Surveillance Equipment B. Controlled Building Access Equipment C. Security Fencing and Related Equipment and Software D. Wireless Duress/ Panic Alarm and Instant Notification Equipment and Software E. IP-Based Video Surveillance Equipment and Managed Software F. Portable Remote Location or Special Even Surveillance Systems G. Infrared Body Imaging Systems and Software
Motorola Solutions, Inc.	<ul style="list-style-type: none"> A. Video Surveillance Equipment B. Controlled Building Access Equipment C. Security Fencing and Related Equipment and Software D. Wireless Duress/ Panic Alarm and Instant Notification Equipment and Software E. IP-Based Video Surveillance Equipment and Managed Software F. Portable Remote Location or Special Even Surveillance Systems G. Infrared Body Imaging Systems and Software
Wunderlich-Malec Systems, Inc.	<ul style="list-style-type: none"> B. Controlled Building Access Equipment E. IP-Based Video Surveillance Equipment and Managed Software

PUBLIC SAFETY ELDER JUSTICE PROGRAM FY2021 GRANT APPLICATION

Background

In late 2018, H-GAC founded the Elder Justice Program with two overarching goals: to fill gaps in critical services available to seniors who are victims of crime and to build a coordinated community response to elder abuse by establishing Multi-Disciplinary Case Review Teams throughout the H-GAC region. Thanks to a Victims of Crime Act grant, H-GAC's Elder Abuse Program is currently offering direct victim services in Fort Bend, Galveston, Harris and Montgomery counties.

Other services - training, technical assistance, a Regional Board of Experts - vital to the operation of Multi-Disciplinary Case Review Teams are outside the scope of Victims of Crime Act funding, thus requiring a second source of underwriting if H-GAC is to facilitate a coordinated community response to elder abuse across our region.

Current Situation

Women, especially minority women, are disproportionately affected by elder abuse, making the Elder Justice Program a perfect match for funding under the STOP Violence Against Women Act Formula Grant Program. If awarded, this grant would underwrite staff time and support services critical to building a coordinated community response; including making technical assistance available to law enforcement and community agencies, bringing national experts to provide in-region training on elder abuse, building a regional tracking system for elder abuse cases, sending selected prosecutors to the National Institute for Prosecuting Elder Abuse and hosting a Rural Summit on Abuse in Later Life. These services would be under the umbrella of the Center for Abuse in Later Life, to distinguish them from H-GAC's existing services to victims branded as the Elder Justice Program.

The proposed grant would also allow the Elder Justice Program to expand its direct services to victims to four additional counties (Chambers, Liberty, Matagorda and Wharton) that do not have a permanent domestic violence shelter.

Funding Source

Office of the Governor, Criminal Justice Division

Budgeted

No; will amend budget if awarded

Action Requested

Request authorization to apply for a FY 2021 Violence Against Women Act grant for the Center on Abuse in Later Life and for the Executive Director to be granted the authority to apply, accept, terminate or alter such an application. (Staff Contact: Ronnie Barnes)

ATTACHMENTS:

- PS-Elder Justice Program_FY 2021 VAWA Grant Narrative Backup Material

**FY2021 CENTER FOR ABUSE IN LATER LIFE (CALL)
H-GAC PUBLIC SAFETY DEPARTMENT, PUBLIC SERVICES DIVISION**

Background

Since 2018, H-GAC's Elder Justice Program has provided direct services to victims of elder abuse, which is expected to double between now and 2030. The rising tide of elder abuse has major implications for Texas, which has the nation's third-largest senior population but only a handful of programs designed to help older crime victims to recover and obtain protection and justice. H-GAC has always has two-part goal: (1) to fill gaps in victim services and (2) to help build a coordinated community response to elder abuse by establishing Multi-Disciplinary Case Review Teams across the H-GAC region.

At present, the Elder Justice Program is focused on building networks of community providers and on filling the #1 unmet victim need, i.e. for legal advocacy and access to basic legal tools such as protective orders and powers of attorney. The two-person staff currently assists clients in four targeted counties (Fort Bend, Galveston, Harris and Montgomery) with plans to expand to expand to all thirteen H-GAC counties in stages. Funding consists of a Victims of Crime Act (VOCA) grant that is restricted to direct victim services.

Current Situation

The Public Safety Program seeks authorization to apply for a Violence against Women Act (VAWA) grant that would fund staff time and services (technical assistance, in-region training by national experts, a shared Regional Board of Experts) that are necessary supports for launching Multi-Disciplinary Case Review Teams. These supportive services are referred to as the Center for Abuse in Later Life to distinguish them from H-GAC's own direct services for victims a.k.a. the Elder Justice Program. If awarded, the VAWA grant would also allow H-GAC to expand direct victim services to—and organize Multi-Disciplinary Case Review Teams in—the four counties (Chamber, Liberty, Matagorda and Wharton) that lack a permanent domestic violence shelter. The grant would run from September 1, 2020, through August 31, 2021.

Proposed FY 2021 Project Budget

Personnel	\$107,997
Indirect Costs	\$13,143
Supplies & Direct Operating Expenses	\$30,021
Contractual & Professional Services	\$54,155
Travel & Training	\$21,485
	<hr/> <hr/>
Office of Governor Funds Sought	\$226,801
Required In-Kind Match	\$98,922
Total Project Cost:	<u><u>\$325,723</u></u>

Budgeted: No; will amend.
Funding Agency: Criminal Justice Division, Office of the Governor
Funding Source: CFDA 16.575 VA-Victims of Crime Act Formula Grant Program

Action Requested

Request authorization from the H-GAC Board of Directors to submit an application for FY2021 VOCA funding in an amount not to exceed \$325,723 and giving the Executive Director the authority to accept, reject, alter, or terminate the grant as deemed appropriate.

CLEAN VEHICLES AND HEAVY DUTY DIESEL REPLACEMENTS

Background

The Clean Vehicles and Heavy Duty Diesel Replacement Programs are designed to offset the added cost of replacing or retrofitting older, high-emission, diesel and gasoline engines with cleaner, low emission engines. The primary goal of the program is to reduce nitrogen oxides, a critical component in the formation of ground-level ozone.

Award amounts are based on the projected emissions that could be reduced by the project, factoring in usage patterns, engine specifications, and the fuel/technology types.

Current Situation

Staff recommendations shown in the attached table are based on each project's maximum potential emissions reduction. Actual awards are subject to available state and federal funding and will be revised to reflect the specific replacement engine's emissions characteristics when the actual replacement engines have been identified by the contractors.

H-GAC has one proposal that meets emission and cost-effectiveness criteria. H-GAC staff recommends contracting with Paramjet Singh to replace two vehicles for a total amount not to exceed \$98,076 as shown in the attached Table 1.

Funding Source

Environmental Protection Agency

Budgeted

Yes

Action Requested

Request authorization to enter an agreement with Paramjet Singh for acquisition of two vehicles; amount not to exceed \$98,076. (Staff Contact: Patrick Mandapaka)

ATTACHMENTS:

▫ Attachment - Table

Table

Table 1 Clean Vehicles Program

Applicant	Vehicles Replaced	Total Project Amount	EPA Amount	Contractor Amount	Total Nitrogen Oxides Emission Reductions Received (tons/year)
Paramjet Singh.	2	\$98,075.90	\$73,556.92	\$24,518.98	1.524

GRAND TOTAL \$98,075.90

EMPLOYEE DEVELOPMENT TRAINING

Background

In February 2020, the Board approved an agency-wide training program to provide thoughtful and meaningful development for the H-GAC staff. The goal was to begin the implementation of the program this year and modify it in the future by developing and incorporating relevant training topics to meet the changing needs of the agency.

Current Situation

H-GAC negotiated a contract with New Horizons Computer Learning Centers. Through New Horizons, the agency currently provides 23 courses to staff including Microsoft Office programs and project management courses. The trainings have been very popular and successful during this time of remote working with more than 80 staff members taking courses. The agency has spent approximately \$38,000 of the \$50,000 budget that the Board approved. Staff has requested additional options to be added to the available courses which would include training in negotiating, leadership, remote meeting effectiveness, team building, and Microsoft Excel.

Funding Source

Grants

Budgeted

Yes

Action Requested

Request authorization to increase the contract with New Horizons by \$50,000 to provide continuing education to staff. (Staff Contact: Nancy Haussler)

MONTHLY FINANCIAL REPORT - AUGUST 2020

ATTACHMENTS:

- Monthly Financial Report - August 2020 PDF

**HOUSTON-GALVESTON AREA COUNCIL
FINANCIAL STATUS REPORT
For the Eight Months Ended August 2020**

	Budget Year to date	Actual Year to date	Variance Dollar	%
Combined Revenues and Expenditures				
Revenues	\$ 249,446,295	\$ 263,336,695	\$ 13,890,399	6%
Expenditures	(249,163,963)	(261,805,211)	(12,641,248)	5%
Change in Combined Fund Balance	\$ 282,332	\$ 1,531,484	\$ 1,249,152	

Change in Fund Balance by Fund Type				
Change in fund balance - General Fund	\$ 53,657	\$ 23,685	\$ (29,972)	
Change in fund balance - Gulf Coast Regional 911	597,006	1,015,306	418,300	
Change in fund balance - Enterprise Fund	163,496	492,493	328,997	
Total Change in Fund Balances	\$ 814,159	\$ 1,531,484	\$ 717,325	

Variance Analysis

The presentation of the change in fund balance by fund type is intended to highlight the effects of revenue and expenditure transactions by fund. The General Fund (GF) consists of those funds not associated with grant programs or enterprise activities. The Special Revenue Fund (SRF) consists of those funds that are restricted for a specific purpose. HGAC's grant programs are in this fund. The Enterprise Fund is used to track activities of the Cooperative Purchasing program and the Energy Purchasing Corporation. The variances of specific revenues and expenditures are explained on the second page of this report.

*** The Cooperative Purchasing program has contributed \$494,245 an increase toward the Enterprise fund balance YTD, and the Energy Purchasing Corporation is reflecting a 1,752 decrease in the Enterprise fund balance.

**HOUSTON-GALVESTON AREA COUNCIL
FINANCIAL STATUS REPORT
For the Eight Months Ended August 2020**

	<u>Annual Budget</u>	<u>Budget Year to Date</u>	<u>Actual Year to Date</u>	<u>Variance Dollar</u>	<u>%</u>
Revenues					
General and Enterprise Fund					
Membership dues	\$ 395,538	\$ 395,538	\$ 390,790	\$ (4,748)	-1%
HGAC Energy Purchasing Corporation	130,000	86,667	61,141	(25,526)	-29%
Cooperative Purchasing fees (a)	5,200,000	3,466,667	3,283,129	(183,538)	-5%
Gulf Coast Regional 911 fees	2,574,698	1,716,465	2,649,550	933,085	54%
Interest Income	100,000	66,667	34,224	(32,442)	-49%
Other (b)	4,145,750	2,763,833	1,582,188	(1,181,645)	-43%
Total General and Enterprise Fund revenues	\$ 12,545,986	\$ 8,495,837	\$ 8,001,022	\$ (494,815)	-6%
Special Revenue Fund					
Federal Grant	\$ 3,556,065	\$ 2,370,710	\$ 605,834	\$ (1,764,876)	-74%
State Grants (c)	357,869,623	238,579,749	254,729,839	16,150,090	7%
Total Special Revenue Fund revenues	\$ 361,425,688	\$ 240,950,459	\$ 255,335,673	\$ 14,385,214	6%
Total Revenues	\$ 373,971,674	\$ 249,446,295	\$ 263,336,695	\$ 13,890,399	6%
Expenditures					
Personnel	\$ 26,432,820	\$ 17,621,880	\$ 17,858,965	\$ 237,085	1%
Pass-through funds - grant	333,717,011	222,478,007	237,779,858	15,301,851	7%
Consultant and contract services (d)	6,408,180	4,272,120	3,177,504	(1,094,616)	-26%
Lease of office space	1,947,854	1,298,569	1,104,064	(194,506)	-15%
Equipment (b)	2,014,457	1,342,971	129,186	(1,213,785)	-90%
Travel (e)	240,252	160,168	87,819	(72,349)	-45%
Other expense	2,985,371	1,990,247	1,798,788	(191,459)	-10%
Total Expenditures	\$ 373,745,945	\$ 249,163,963	\$ 261,936,183	\$ 12,772,220	5%
Excess of Revenues over(under) Expenditures	\$ 225,729	\$ 282,332	\$ 1,400,511	\$ 1,118,179	

Variances:

- a) The Cooperative Purchasing program is continuing to show signs of recovery with order volume increasing for two consecutive months. Delivery of ordered products continues to be a challenge, but improvement in that area is emerging as well.
- b) Renovations scheduled for the 1st floor of H-GAC's offices are beginning in September. This was originally scheduled for March. We anticipate spending most of the budgeted funds on this renovation in the next three months.
- c) State grant revenue and the corresponding Pass-thru expense are both higher than anticipated. This is largely due to the childcare program within Workforce Solutions. We projected a decrease of expenses by this time, and that has not materialized. There are sufficient funds to support this program expenditure.
- d) Consultant and contract services have been reduced during the office shut-down but should resume when the office reopens. Most of these contracts span the fiscal year and the expenses and corresponding revenue will occur in 2021.
- e) Travel expenses have been curtailed due to the response to COVID-19 and restrictions required by local, state, and federal governmental agencies. It is unlikely that travel expenses will meet expected levels for 2020.

INVESTMENT REPORT - 2ND QUARTER

Background

N/A

Current Situation

N/A

Funding Source

N/A

Budgeted

N/A

Action Requested

Request approval of the second quarter investment report ending June 30, 2020. (Staff Contact: Nancy Haussler)

ATTACHMENTS:

▢ Investment Report - 2nd Quarter

PDF

**Houston Galveston Area Council
Investment Report
For the Six Months Ended June 30, 2020**

	Book Value	Market Value	Percent of Portfolio	
Beginning Balance 12/31/2019				\$ 8,435,008.75
Certificate of Deposit (Maturity 6/11/2021) Yield 0.08% Chase Bank	1,044,734.36	1,044,777.87	12.30%	
Certificate of Deposit (Maturity 11/10/2020) Yield 0.05% Chase Bank	3,105,585.69	3,105,798.40	36.57%	
Federal Home Loan Bank Discount Note (Maturity 7/31/20) Yield 1.90% BOA Balance as of June 30, 2020	4,258,197.86	4,341,565.80	51.12%	
	\$ 8,408,517.91	\$ 8,492,142.07	100.00%	\$ 8,492,142.07
 Total Investment Income Y-T-D	 \$ 34,224.46			

The above securities are in compliance with PFIA and the investment objectives stated within the H-GAC Investment Policy.



 Jean Mahood
 Investment Officer



 Nancy Haussler
 Chief Financial Officer

LIVABLE CENTERS ADVANCE FUNDING AGREEMENT

Background

H-GAC's Livable Centers program was established to support local governments in creating quality places that provide alternatives to vehicle travel, provide opportunities for economic development, and enhance quality of life in communities. Study areas are selected based on a competitive process where proposals are evaluated using H-GAC-established criteria. Since 2008, H-GAC has worked with local partners to complete 30 Livable Centers studies. Five new studies are underway, and three more are planned.

Current Situation

H-GAC staff recommends entering into an Advance Funding Agreement with the Texas Department of Transportation to fund a new round of Livable Centers Planning studies. Funding for this work was included in the 2019-2022 Transportation Improvement Program. The agreement will cover a three-year period.

The Call for Livable Centers Call for Planning Study Partners consist of two phases. The first phase was initiated in October 2019. Three projects were identified for funding. The projects are as follows:

- City of Clute Livable Centers with the City of Clute as the local sponsor;
- Old Spanish Trail/Palm Center Livable Centers study with the Greater Southeast Management District as the local sponsor, and;
- Cloverleaf Livable Centers study with the Harris County Precinct 2 as the local sponsor.

A second call for Planning Study Partners is anticipated to begin in the Fall of 2020. This call will be designed to provide opportunities for greater flexibility in project scope and provide additional participation opportunities for underserved communities.

Funding Source

Federal: \$1,700,000 Texas Department of Transportation

Budgeted

Yes

Action Requested

Request authorization to enter an Advance Funding Agreement with the Texas Department of Transportation to fund Livable Centers Planning Studies; total program amount not to exceed \$1,700,000. (Staff Contact: Jeff Taebel)

LIVABLE CENTERS PLANNING STUDIES

Background

Since 2008, H-GAC has worked with local partners to complete thirty Livable Centers studies. Five new studies are underway, and three more are planned. H-GAC's 2019-2022 Transportation Improvement Program includes funding for a new round of studies. In January 2020, H-GAC issued a competitive call for study partners and convened a five-person evaluation committee comprised of H-GAC staff, Texas Department of Transportation staff, and past study partners to evaluate and rank applications based on H-GAC criteria. This committee recommended three studies to receive \$488,000 in federal funds for Livable Centers Planning.

Current Situation

Based on this evaluation, the committee recommends funding the three studies described below, for a total amount of \$488,000 in federal funding:

City of Clute: study area will be the community's downtown area which lacks access and connectivity to neighborhood amenities and existing transit. The study aims to provide equitable access and connectivity between the study area adjacent neighborhoods with differing economic status.

Cloverleaf: study area is in Harris County Precinct 2, located just north of the Houston Ship Channel bounded by I-10, Beltway 8, Alderson Road, and Evanston Road. This unincorporated area has a high level of economic distress and is a Harris County Target Community. The proposed study area is densely populated but lacks adequate infrastructure to support population growth and provide safe multi-modal connectivity and mobility throughout the area. This Livable Centers study will support the Cloverleaf Community Plan which highlights the need for sustained and equitable community revitalization.

Old Spanish Trail/Palm Center: study area is within the City of Houston between Old Spanish Trail and Griggs Road, from State Highway 288 to Texas Spur 5. The project will focus on developing an equitable framework for community revitalization along its emerging corridors to destinations including Palm Center, Metro rail stops and the Southeast Transit Center, and Brays Bayou/MacGregor Park. The study will evaluate the area as an Emerging Center and Corridor to foster transit-oriented development opportunities, explore the potential for innovative public-private partnerships, improve connectivity and mobility, preserve historic resources, and stimulate equitable economic development along the Old Spanish Trail/Griggs Road Corridor.

H-GAC will be the project manager for the studies and will negotiate with Texas Department of Transportation local government sponsors to develop a detailed scope of service for each study. Each local sponsor will provide a 20% local match, as well as indirect state management costs. Studies are anticipated to begin in October of 2021 and last approximately nine months each.

Funding Source

Federal: \$488,000

Local Participation: \$126,270

Budgeted

Yes

Action Requested

Request authorization of interlocal contracts total not to exceed \$126,270: \$24,840, City of Clute; \$49,680, Greater Southeast Management District; and \$51,750, Harris County Precinct 2. (Staff Contact: Jeff Taebel)

SEABROOK LIVABLE CENTERS STUDY

Background

Establishing Livable Centers is one of the strategies of H-GAC's 2045 Regional Transportation Plan. The aim of this strategy is to create more walkable, mixed-use places that provide alternatives to driving. A total of thirty Livable Centers studies have been completed. Five new studies, including Seabrook, are underway, and three more are planned.

Current Situation

The next Livable Centers study ready to begin is for the City of Seabrook and represents the Program's thirty-sixth study. The overall goal of the study is to create a plan that will enhance pedestrian, bicyclist and transit access; addressing the needs of residents, visitors, property and business owners. A committee of representatives from H-GAC, the Texas Department of Transportation, and the City of Seabrook evaluated four proposals submitted by firms on August 10, 2020. Based on the committee's scoring and evaluation of the proposals and interviews, the recommendation and ranking are shown below:

1. Freese and Nichols
2. AECOM
3. Stantec

Funding Source

Federal and Local

Budgeted

Yes

Action Requested

Request authorization to contract with firms in order ranked to conduct Livable Centers Study for the City of Seabrook; amount not to exceed \$194,000. (Staff Contact: Jeff Taebel)

ATTACHMENTS:

▢ Study Area Map



Cover Memo

Main Street Livable Center Study



City of Seabrook

City of Kemah

 City of Seabrook
 Main Street

Clear Lake Shores

Kemah

ECONOMIC DEVELOPMENT ADMINISTRATION PLANNING GRANT

Background

The Gulf Coast Economic Development District has applied for funding from the Economic Development Administration for 2021-2023. The District's grant amount will be \$210,000 and the term will run for three years from January 1, 2021 through December 31, 2023. H-GAC provides staff support to the Gulf Coast Economic Development District under a Memorandum of Agreement.

Current Situation

Activities to be funded under this grant will include:

- Staffing quarterly meetings of the District's Board of Directors; providing financial and administrative support.
- Providing assistance to member governments and their economic development allies; including data, strategic planning and pursuing grants.
- Producing the monthly *Economic Development Digest* e-newsletter and maintaining the District web page.
- Conducting workshops and special events; and producing publications on emerging economic development issues.
- Updating the regional Comprehensive Economic Development Strategy, as needed.

Funding Source

\$210,000 Economic Development Administration

\$52,500 Houston-Galveston Area Council

\$262,500 Total

Budgeted

No, amends H-GAC budget

Action Requested

Request approval to enter into contract with the Economic Development Administration for planning and coordination activities; amount not to exceed \$262,500. (Staff Contact: Jillian Donatto)

WATER RESOURCES COMMITTEE UPDATE

Background

The H-GAC Board of Directors Water Resources Committee has been working to identify and support flood mitigation projects of regional significance for H-GAC's 13 counties. These include capital investments, special studies, and planning initiatives. Combined, these projects will provide benefits to the entire H-GAC region. The committee is currently meeting monthly to review current project status and potential new projects to include on the H-GAC Priority Flood Mitigation Projects list. This list established a three-tiered system of priorities indicating the level of engagement and support H- GAC could provide.

Current Situation

The Water Resources Committee will meet on September 9, 2020. At this meeting, staff will provide an update on the status of the Coordinated Detention Discharge Pilot Project, as well as review project status and potential new projects for the Priority Flood Mitigation Project List.

Funding Source

N/A

Budgeted

N/A

Action Requested

Request approval of Water Resources Committee recommendations to H-GAC Priority Flood Mitigation Projects list. (Staff Contact: Justin Bower)

H-GAC 2020 ADVISORY COMMITTEE APPOINTMENTS

Background

H-GAC advisory committees are appointed by H-GAC's Board as a whole, based upon nominations from individual Board members and other groups. This month there are nominations to the Aging and Disability Advisory Committee, Houston-Galveston Area Local Development Corporation, Natural Resources Advisory Committee, and the Solid Waste Management Committee.

Current Situation

N/A

Funding Source

N/A

Budgeted

N/A

Action Requested

Request approval of appointments to H-GAC advisory committees. (Staff Contact: Rick Guerrero)

ATTACHMENTS:

- H-GAC 2020 SEPTEMBER ADVISORY COMMITTEE APPOINTMENTS Cover Memo

H-GAC SEPTEMBER 2020 ADVISORY COMMITTEE APPOINTMENTS

Aging and Disability Advisory Committee

Advise H-GAC Board on needs, services, and programs for older and/or disabled citizens in 12 H-GAC counties (all but Harris).

Nomination received for term expiring May 2021:

Name	Representing	Nominated by
Henry Laas	Waller County	Judge Duhon
Claudia Wicks	Colorado County	Judge Prause

Nomination received for term expiring May 2022:

Name	Representing	Nominated by
Thomas D. Grayson	Montgomery County	Commissioner Riley
Chamane Barrow	Centers for Independent Living	ADAC
Timothy Ornelas	LIDDA	ADAC
Mary Sotelo	LIDDA	ADAC
Kim Sheppard	Veteran Representative	ADAC
Curtis Cooper	Area Agency on Aging	ADAC

Houston-Galveston Area Local Development Corporation

Implement small business loan program by receiving loans for fixed assets; Small Business Administration provides financing.

Nomination received for term expiring May 2022:

Name	Representing	Nominated by
J. L. Kelly	Small Business	Commissioner Riley

Natural Resources Advisory Committee

This committee makes recommendations to the Board on issues related to natural resources in the Gulf Coast Planning Region.

Nomination received for term expiring May 2022:

Name	Representing	Nominated by
Larry D. Corley	Montgomery County	Commissioner Riley

Solid Waste Management Committee

Advise H-GAC Board and its member local governments on solid waste management issues.

Nominations received for terms expiring in May 2022:

Name	Representing	Nominated by
Terry R. Woodson (Primary)	Subregion 1	Commissioner Riley
Scott Graefing (Alt.)	Subregion 1	Commissioner Riley

PROPOSED AMENDMENTS TO H-GAC BYLAWS

Background

Recent events have shed light on the need to update H-GAC bylaws to better prepare and respond to public health crises and natural and manmade disasters.

Article X, Section 2 of H-GAC's bylaws calls for proposed amendments to be fully set out in writing as a ballot, and furnished to each member of the Board of Directors, at least fourteen (14) days in advance of the meeting at which amendments are to be acted upon. Each member of the Board of Directors shall execute and return the ballot in a sealed envelope in accordance with instructions contained in the ballot for tabulation by the Elections Committee. Bylaws may be amended by a three-quarters affirmative majority vote of the Board of Directors.

Current Situation

To ensure business continuity during future public health crises, and natural or manmade disasters, we are proposing the attached bylaw changes. They include:

- Updates number of members on Election Committee from 5 to 7
- Broadens language on ballot process to accommodate current and future remote situations
- Allows temporary authority to empower Board officers and Executive Director to authorize related procurements, or agreements which require immediate action related to federal, state, or locally declared emergency or disaster

Funding Source

N/A

Budgeted

N/A

Action Requested

Request discussion of proposed amendments to H-GAC bylaws and authorization to mail amendment ballots. (Staff Contact: Chuck Wemple)

ATTACHMENTS:

- ▢ Proposed Amendments to H-GAC Bylaws PDF

BYLAWS OF THE HOUSTON-GALVESTON AREA COUNCIL

ARTICLE V - OFFICES AND ELECTION

Section 2 Officer Nominations

The Chair shall annually appoint an Elections Committee, which shall consist of not less than three, nor more than ~~five~~seven members of the Board of Directors, including any past Presidents or past Chairs currently serving on the Board of Directors. The Elections Committee shall recommend nominees for the offices listed in Section 1 for consideration by the Board of Directors. The Board of Directors will select nominees for Officers not less than one month before the Annual Meeting of the General Assembly.

Section 3 Officer Election

A ballot containing the Board of Directors recommended officer nominees shall be ~~mailed~~provided to each representative of the General Assembly at least fifteen days prior to the Annual Meeting. The Ballot shall allow write-in votes to be cast for each position. Ballots shall be ~~securely sealed and~~ returned to the Elections Committee for tabulation in accordance with the instructions on the ballot form.

Section 4 Ballot Tabulation

The Elections Committee shall receive the ~~sealed~~~~secured~~secured ballots immediately prior to the Annual Meeting. The Elections Committee shall ~~open and~~ tabulate all ballots and shall announce its tabulation at the Annual Meeting. Officers shall be elected by a simple majority of the ballots cast.

ARTICLE VI – BOARD OF DIRECTORS

Section 1 Responsibility and Officers

The Board of Directors shall be the governing body of the Houston-Galveston Area Council. It shall be responsible for the general policies and programs of the Houston-Galveston Area Council and for control of its funds. The Chair of the Houston-Galveston Area Council, or if absent, the Chair Elect, or if absent, the Vice Chair, shall preside at meetings of the Board of Directors. In the event all officers are absent, members present shall designate a presiding officer. The Vice Chair shall also serve as Chair of the Board's Finance and Budget Committee, and shall attest the official actions of the Board as necessary.

In the event of a declared Federal, State, or Local emergency or disaster, and the H-GAC Board of Directors is unable to convene in a duly or special called meeting, H-GAC Board officers, can exercise temporary authority to empower Executive Director to authorize related procurements, or agreements which require immediate action related to

declared emergency or disaster. All agreements, or procurements must be presented for ratification at the next duly or special called meeting of the H-GAC Board.

RESOLUTION HONORING ALAN CLARK

Background

Alan Clark has served the Houston-Galveston Area Council since January 24, 1983 first as a transportation planner and then becoming Director for the Houston-Galveston Area Council's Metropolitan Planning Organization. Alan has led a team that developed the region's multimodal transportation plans, travel demand management solutions and programs to improve air quality and hurricane evacuations.

Current Situation

Alan has elected to retire after 37 years of distinguished public service. We present the following resolution in honor of his service to this agency and to the region.

Funding Source

N/A

Budgeted

N/A

Action Requested

Request approval of resolution honoring the service of H-GAC Director of Transportation Alan Clark to H-GAC and the region. (Staff Contact: Chuck Wemple)

ATTACHMENTS:

- ▢ Resolution Honoring Alan Clark PDF



RESOLUTION

RECOGNIZING AND HONORING THE SERVICE OF ALAN CLIFFORD CLARK.

WHEREAS, Alan Clark has served the Houston-Galveston Area Council since January 24, 1983 first as a transportation planner and then becoming Director for the Houston-Galveston Area Council's Metropolitan Planning Organization leading a team that developed the region's multimodal transportation plans, travel demand management solutions and programs to improve air quality by coordinating the Houston-Galveston area's response to mandates contained in the Clean Air Act Amendments of 1990; and

WHEREAS, his history in transportation planning for the region began with his work as a transportation planner for the Metropolitan Transit Authority of Harris County and as a traffic engineering consultant; and

WHEREAS, Alan Clark dedicated his career to reducing roadway fatalities through innovative safety programs, and helping establish Houston TranStar, a regional transportation and emergency management system of highway, traffic management, police, and safety; and

WHEREAS, Alan Clark coordinated the development of an improved regional hurricane evacuation plan, including traffic management incorporating contraflow lanes on major freeways leading north and west from the Houston region; and

WHEREAS, he has held leadership roles in the Transportation Research Board and Association of Metropolitan Planning Organization and serving on the Texas A&M Transportation Institute's Advisory Board and the Advisory Board for Texas Southern University's Center for Transportation Research; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Houston-Galveston Area Council that Alan Clark be commended for his distinguished service to local governments, the region, and the Houston-Galveston Area Council and that the Houston-Galveston Area Council extends to him its gratitude for his service and wishes him continued success in all his future endeavors.

UNANIMOUSLY PASSED AND APPROVED, this 15th day of September 2020 by the

BOARD OF DIRECTORS
HOUSTON-GALVESTON AREA COUNCIL

RESPONSE TO COVID-19 PANDEMIC

Background

N/A

Current Situation

N/A

Funding Source

N/A

Budgeted

N/A

Action Requested

No action requested. For information only. (Staff Contact: Chuck Wemple)

H-GAC SPOTLIGHT - WORKFORCE ACTIVITIES

Background

N/A

Current Situation

For more information about this program, please contact Mike Temple at mike.temple@wrksolutions.net or 713-993-4524.

Funding Source

N/A

Budgeted

N/A

Action Requested

No action requested. For information only. (Staff Contact: Mike Temple)

2020 MID-YEAR REPORT

Background

Twice per year, H-GAC produces a report on agency productivity and performance.

Current Situation

The 2020 Mid-Year Report reflects planned versus actual progress at this point in the year. The report is based upon planned outcomes and performance measures included in the 2020 H-GAC Budget and Service Plan. The report also includes an analysis of progress made toward achieving goals and objectives.

Funding Source

N/A

Budgeted

N/A

Action Requested

No action requested. For information only. (Staff Contact: Chuck Wemple)

ATTACHMENTS:

- 2020 Mid-Year Report MS Word



Mid-Year Report

2020

As of July 15, 2020

Houston-Galveston Area Council

Mid-Year Report – 2020

As of July 15, 2020

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PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Administration			
Project: Communication			
Implement a regional public outreach campaign for the 2020 Census.	The Houston-Galveston Area Council will conclude a comprehensive, regional public outreach campaign for the 2020 Census at the end of September. The campaign outlined strategies and tactics to target hard-to-count populations primarily in the 12 counties surrounding Harris County. Outreach tactics included a radio campaign with an emphasis on the Hispanic communities, a digital advertising campaign, a social media campaign, e-marketing and newsletters, website resources and an outreach toolkit, presentations, and a direct mail campaign. A partnership with our Houston-Galveston Area Council Board of Directors along with faith-based and community organizations, helped to expand our outreach efforts. Internal collaboration with our Workforce Solutions and aging teams, transportation, community and environmental, data services, and public services also afforded us the opportunity to expand our reach.	Achieving	Houston Endowment
Project: Government Relations			
Move to virtual meetings and webinars to engage and inform local member governments.	H-GAC Administration began its use of the Zoom platform in April to host the H-GAC monthly Board and committee meetings. In addition, the team coordinated and hosted a series of virtual COVID-19 Municipal Response Roundtables in April to provide a platform for local governments to discuss the challenges and policies enacted to address the needs of their citizens and employees. City Mayors and City Managers participated on behalf of 27 cities with 43 individuals in attendance. The team also assisted the GCEDD with outreach and engagement for its webinar on the CARES Act funding for local governments; 59 attendees participated in the June 18, 2020 event. Additionally, the video recording on GoToWebinar was viewed 33 times.	Achieving	H-GAC

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Administration			
Project: Procurement			
Procurement Cost Savings	The Procurement and Contracts program constantly seeks cost saving opportunities on a daily basis when performing procurement transactions for the agency. As of this mid-year update, a cost savings of \$19,611.05 has been accomplished.	Achieving	Various

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Aging			
Project: Administration			
Ensure Area Agency on Aging and Aging and Disabilities Resource Center meet or exceed federal and state performance measures.	The Area Agency on Aging (AAA) and Aging and Disability Resource Center (ADRC) meets Federal and State performance measures.	Achieving	Older Americans Act Title III
Support the Aging and Disability Advisory Committee in its planning and oversight of programs and services.	The AAA and ADRC meets bi-monthly with its Advisory Committee in its service area planning and oversight of programs and services.	Achieving	Older Americans Act Title III
Complete and implement a regional strategic plan for aging services.	Completed the AAA’s regional Area Plan. Area Plan was approved by the Board May 2020.	Achieving	Older Americans Act Title III
Project: Nutrition and Transportation			
Through the network of community providers, meet nutrition needs for at least 5,100 older individuals and carry out medical and errand transportation service for at least 850.	The Area Agency on Aging has provided 6,573 program participants with congregate and home delivered meals and provided transportation trips for 359 participants. The pandemic has increased the demand for meal delivery services and had a negative impact on transportation services.	Achieving	Older Americans Act Title III
Project: Direct Services			
Provide eligible older individuals with home repair, personal assistance, and medical support through staff case managers.	The Area Agency on Aging has provided 83 unduplicated persons with residential repair, 145 unduplicated persons with personal assistance and 94 persons with health maintenance and medical supplies and support.	Achieving	Older Americans Act Title III
Project: Education and Information			
Provide at least 2,000 health and awareness contacts for older individuals and caregivers.	Staff and service provider provided health classes to 106 unduplicated clients, resulting in 487 direct service contacts. Due to mandatory social distancing rules, service delivery declined. Virtual health awareness classes began in August 2020.	Not Achieving	Older Americans Act Title III

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Aging			
Educate 6,000 individuals and caregivers with public benefit information, helping 1,000 older individuals and individuals with disabilities enroll in Medicare.	<p>The benefits counseling team provided education to 1,466 individuals through 24 events. This performance is below planned performance. All educational events, health fairs, and enrollment events were cancelled due to the pandemic. Benefits counselors have begun to provide virtual outreach programs as an approach to help achieve this goal.</p> <p>The benefits counseling team assisted 708 older individuals and individuals with disabilities with unbiased and individualized help with Medicare.</p>	Not Achieving	Older Americans Act Title III
Assist at least 3,000 older individuals, individuals with disabilities, and their families to access services through information, referral, and follow-up.	5,159 individuals with disabilities, older individuals, and family caregivers have been given information, assistance, and referral.	Exceeding	Older Americans Act Title III
Project: Advocacy			
Visit and engage residents and staff in at least 1,700 long-term care and assisted living facilities to advocate for residents' needs and help resolve complaints.	<p>Due to the pandemic, the Ombudsman program was only able to conduct facility visits for Jan 1 – March 10, 2020 where ombudsmen conducted 174 visits to 76 nursing homes and 235 visits to the 285 assisted livings facilities in the area.</p> <p>Ombudsmen have maintained constant contact with facilities through email and phone calls. State Performance Measures were adjusted to reflect this challenge.</p>	Not achieving	Older Americans Act Title III

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Project: Solid Waste Management			
Conduct long range solid waste planning activities for region including development of regional plan.	A subcommittee of the Solid Waste Management Committee was formed to guide the update of the Regional Solid Waste Management Plan. H-GAC staff and the committee have developed and distributed a survey to local governments in the region to gather information regarding waste, recycling, disaster debris preparedness, and illegal dumping enforcement programs. To date, 15 communities have completed the survey. Efforts of staff and the committee have also focused on gathering waste and recycling data for the region and developing goals and objectives to guide the region’s materials management efforts over the next 20 years.	Achieving	Texas Commission on Environmental Quality (TCEQ)
Provide storm debris response and management technical assistance to local governments.	Promoted new Environmental Protection Agency (EPA) storm debris tool via direct email, Community and Environment (C&E) Newsletter and H-GAC website.	Achieving	TCEQ
Provide technical assistance on outreach and operations to local recycling programs.	Launched a COVID-19 survey on July 9, 2020 to gain a better understanding of waste generation post pandemic. Received 18 responses from New Gen Strategies, Stage Coach, Sugar Land, Huntsville, Clear Lake Shores, Clean Harbors, Humble, Harris County, Bellaire, Nature’s Way Resources, JD Metals, Lake Jackson, Novus Systems, LaPorte, BK Killian, Cherry Companies, and TCEQ. Held Solid Waste Enforcement Workshop on March 5, 2020 with 52 attendees. Held a Solid Waste Recycling Workshop (Online) on May 21, 2020 with 45 attendees. Added Overcoming Recycling Challenges to the H-GAC website.	Achieving	TCEQ
Project: Regional Water Quality Programs			

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Provide water quality monitoring support and coordination at 300+ locations throughout the region.	Provide support and coordination of water quality monitoring at over 300 locations throughout the region with 6 local partners.	Achieving	TCEQ
Continue to update wastewater treatment plant and On-site Sewage Facility (OSSF)databases.	Updating wastewater treatment plant (over 800 facilities) and OSSF (over 100,000 facilities) databases.	Achieving	TCEQ
Repair or replace failing On-site Sewage Facilities for low income residents.	Provided repairs or replacement of on-site sewage facilities at 39 homes in the region.	Achieving	TCEQ
Complete final report for Water Quality Management Planning Activities, August 2020.	Draft Report completed in July. Final report scheduled for approval by Natural Resource Advisory Committee on August 6, 2020. Scheduled for acceptance at H-GAC Board on August.	Achieving	TCEQ
Project: Watershed Protection Planning and Implementation			
Coordinate Trash Bash activities at 16 locations throughout the region, March 2020.	Coordinated Trash Bash Event for all locations. Event had to be cancelled due to the COVID-19 pandemic.	Not Achieving	Galveston Bay Estuary Program (GBEP)/Texas Conservation Fund
Conduct meetings with stakeholders in the San Jacinto-Brazos and Brazos-Colorado Coastal Basins to discuss appropriate implementation strategies for reducing bacteria in select watersheds, August 2020.	Held four stakeholder meetings in the San Jacinto-Brazos Coastal Basin and three stakeholder meetings in the Brazos-Colorado Basin. The meetings support development of bacteria reduction plans within the Chocolate Bay, Oyster Creek and Caney Creek watersheds. Stakeholders were encouraged to participate in selecting voluntary measures to reduce bacteria.	Achieving	TCEQ
Complete Watershed Characterization for the Cotton Bayou Watershed, August 2020.	The draft Cotton Bayou Characterization Report was completed and submitted to the TCEQ. Staff gathered and analyzed data, including solicitating input from local stakeholders. Staff is waiting on comments from the TCEQ, before finalizing the document.	Achieving	TCEQ

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Work with stakeholders in six coastal communities to develop and utilize outreach tools to reduce nonpoint sources of pollution.	Worked with stakeholders in six coastal communities to develop an entire suite of public outreach tools that are available on the Coastal Communities Website. Tolls include information and materials about pet waste, on-site sewage facility care and maintenance, fats, oils and grease and proper trash collection and disposal.	Achieving	TCEQ
Continue Bacteria Implementation Group (BIG) coordination, submit annual report of implementation activities to BIG and TCEQ, October 2020	Conducted one-on-one meetings with BIG stakeholders to assess implementation. Held Spring Stakeholder meeting on June 2, 2020. Additional work group meetings were carried out in July 2020 to further gather implementation efforts. Completed data collection and analysis for the annual report. The annual report is being drafted in August 2020.	Achieving	TCEQ
Conduct Modeling and work with stakeholders to complete a Watershed Protection Plan for Cypress Creek, September 2020.	Modeling work is complete, and a draft watershed protection plan is in development with stakeholders, with an expected September delivery date. Participation has been excellent. H-GAC is working with partners to pursue activities and coordinate on local efforts (forestry, flood mitigation, etc.).	Achieving	TCEQ
Conduct modeling and work with stakeholders to begin the development of a Watershed Protection Plan for Spring Creek.	Preliminary stakeholder outreach and a kickoff meeting have been completed. The draft technical modeling work is complete and ready for stakeholder review. Participation is good across stakeholder categories.	Achieving	TCEQ
Project: Economic Development			

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
<p>Provide technical assistance to municipalities and organizations with Opportunity Zones to drive private investment.</p>	<p>Mapped and identified opportunity zone locations with past and future planning studies, including Livable Centers. Assisted some Economic Development Administration (EDA) applicants (including HOPE Clinic, Connect Community, San Jacinto Community College) with close proximity to opportunity zones considering project benefits in adjacent opportunity zones, in alignment with EDA investment priorities.</p> <p>With the uncertainty of the financial markets, interest in Opportunity Zone investments has waned, and the focus of the Economic Development District has shifted to technical assistance to mitigate the unprecedented economic crisis caused by the COVID-19 pandemic.</p>	<p>Achieving</p>	<p>EDA</p>
<p>Begin implementation of the recommendations from the Broadband Plan in one community in the region.</p>	<p>The Regional High-Speed Internet Strategy was approved by the Gulf Coast Economic Development District (GCEDD) and H-GAC Boards of Directors. Began working with Waller County to explore the potential for a public-private partnership with the San Bernard Electrical Coop and provided support on a potential EDA investment in the City of Dayton. Worked with Connected Nation Texas to promote broadband surveys to assess and map internet service gaps in Liberty, Walker, and Wharton counties.</p>	<p>Achieving</p>	<p>EDA</p>

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
<p>Seek EDA investments into the region through the Economic Development Assistance Program and Regional Innovations Strategies Program through technical assistance in the applications process.</p>	<p>The GCEDD has provided support to communities throughout the region on matters related to economic recovery from the COVID-19 pandemic, including a webinar on the CARES Act funding for local governments; 59 attendees participated in the June 18, 2020 event. Additionally, the video recording on GoToWebinar was viewed 33 times. The GCEDD presented on the development of our Regional Economic Resilience Plan to the National Association of Development Organizations Transportation Conference and “Summer with the CEDS” web series. Implemented Economic Recovery Resources - Weekly Update in April to help our local partners stay on top of new funding opportunities.</p> <p>Staff has provided grants technical assistance for approximately 50 projects.</p>	<p>Achieving</p>	<p>EDA</p>

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Project: Community Planning			
<p>Promote regional floodplain, open and natural areas and conservation planning.</p>	<p>H-GAC has continued to host and facilitate quarterly meetings of the Regional Flood Management Committee and the Water Resource Committees as Board subcommittees and regional roundtables for floodplain managers and water decision-makers. H-GAC worked with Judge Sylvia of Chambers County and other Cedar Bayou Watershed stakeholders to forward the Cedar Bayou Initiative to support resiliency projects in the area. H-GAC staff has provided direct support for member governments in identifying flood project funding opportunities related to the Texas Water Development Board (TWDB) Flood Infrastructure Fund and Texas General Land Office (GLO) Community Development Block Grant Mitigation (CDBG-MIT) funding. The H-GAC Board approved H-GAC to apply to be the San Jacinto River Basin Regional Flood Planning Group sponsor (TWDB decision pending).</p> <p>H-GAC has worked with the Houston Endowment to develop a Regional Conservation Framework to identify opportunities and challenges in promoting conservation practices in local government operations and planning. H-GAC held listening sessions for 12 of 13 counties and developed a series of technical resources to support member governments thus far. H-GAC has also continued to promote urban natural areas with direct support to the City of Houston and Harris County Precinct 1 on urban forestry-based elements of source water protection and conservation planning.</p>	<p>Achieving</p>	<p>Local and Houston Endowment</p>

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
<p>Enhance local government capacity and knowledge relating to resilience and community planning through workshops and technical assistance.</p>	<p>Developed tools and datasets to assist member governments in navigating the economic impacts of the COVID-19 pandemic. Provided a rapid forecast of sales tax impacts and economic recovery scenarios for local governments. Working with five local governments to facilitate development of local government corporation to assist selected local governments with Rails-To-Trails work. Have held three Bringing Back Main Street roundtables with 131 attendees. Have held three Parks and Natural Areas roundtables with 98 attendees. In the process of developing an agenda for the 2nd Annual Rural and Small Town Downtown Revitalization Summit (October 27, 2020).</p>	Achieving	Local
<p>Continue regional housing plan efforts, such as hosting additional meetings; implementation of select plan recommendations; and potentially incorporating Harris County.</p>	<p>Developing best practice document relating to housing and resilience. Document is in draft form. Developing housing toolkit for local governments.</p> <p>H-GAC was been in conversation with Harris County and the City of Houston as they have launched a combined study of housing that will take place over the next 18 months. Several of the plan recommendations have been delayed by the COVID-19 pandemic.</p>	Achieving	Local

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Project: Livable Centers			
Conduct training workshop/technical assistance for local governments on implementing Livable Centers strategies.	In the process of developing the 2020 Livable Centers Workshop. The workshop will focus on parking and is scheduled for September 18, 2020. Conducted economic development evaluation of past livable center studies to identify future opportunities for project development; currently working on best practices and economic development toolbox. Mapped and identified vulnerable population overlay with past and future Livable Centers Partners. Mapped and identified opportunity zone locations with past and future Livable Centers Partners. Identified associated project recommendations and summarized for future incubation to prepare for new funding.	Achieving	Texas Department of Transportation (TxDOT)
Manage contracting for Livable Centers studies and select projects for FY2020 Call for Partners.	Completed one Livable Centers study (North Houston/GreensPoint) and four studies are underway (City of Pasadena, Eastwood, Montrose TIRZ, and City of Angleton). One study is in final phases of contract negotiations (East Aldine) and one is in final phases of procurement (Seabrook).	Achieving	TxDOT
Work with project Livable Centers study sponsors to prioritize projects and promote development patterns that improve safety, increase access to high speed transit, encourage walking and bicyclist opportunities, and support environmental justice.	Issued Call for Livable Centers Partners in October 2019. Applications are managed in two phases with a Notice of Intent due in December 2019 and all final applications due January 2020. Three viable applications were notified in March and funding amounts were negotiated in April 2020. Final local partner selection is anticipated to begin in the fall of 2020.	Achieving	TxDOT

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Community and Environmental Planning			
Project: Socioeconomic Modeling			
Release the updated forecast of population, jobs, and land use.	Updated 2019 announced and planned development events. Significant progress was made in developing 2020 model parcels and model buildings database necessary for the next forecast release.	Achieving	TxDOT
Provide analytical support to Transportation Department and staff of other H-GAC programs on long-range planning and special projects.	Analytical support has been provided to the long-range planning and transit planning transportation programs, to economic development, sustainable development, and water resources programs. Completed the final draft report on Transportation Resilience and Durability to Extreme Weather Events. The report is currently under review by the Federal Highway Administration	Achieving	TxDOT
Provide data and technical assistance to local governments, public, private, non-profit organizations, and academic institutions on socioeconomic data issues.	Information support was provided to local governments and to consultants working for local governments. Socioeconomic data from the United States Census, United States Bureau of Labor Statistics, and other sources was made available for viewing and downloading on the H-GAC website. Presented at the US Census LED webinar on Job-to-Job flows in the Houston Region.	Achieving	TxDOT
Maintain and update databases and online web mapping applications with socioeconomic and land use data from federal, state, and local sources.	Databases are updated in a timely manner. The staff updated and developed new interactive mapping applications for accessing Socioeconomic, Transportation, and Resilience data. The new applications include Regional Resilience Tool, Regional Commute Flow Map, and 2019 Regional Crash data (3D).	Achieving	TxDOT

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Project: Geographic Data Workgroup			
Facilitate, coordinate, and sponsor monthly Geographic Data Workgroup meetings.	Coordinated and hosted monthly Geographic Data Workgroup meetings at H-GAC and through virtual meeting since April 2020.	Achieving	Data Sales
Facilitate the quarterly Houston Area Arc Users Group meetings.	Due to the COVID-19 pandemic, these activities have been either delayed or cancelled.	Delayed	Data Sales
Cooperative purchase of regional Business and Household databases.	Completed the cooperative purchase and distribution of the 2020 Business and Household data to 14 contributing cost-share partners.	Achieving	Interagency Cooperative Purchase
Begin distribution process for cooperative purchase of the 2020 regional aerial imagery.	Started distributing the newly acquired 2020 regional aerial imagery to 40 contributing partners.	Achieving	Interagency Cooperative Purchase
Maintain and update STAR*Map (Southeast Texas Addressing and Referencing Map).	Perform daily updates and improvements to the STAR*Map regional centerline and address point datasets using various sources.	Achieving	Maintenance Subscribers
Coordinated and sponsored the Houston Regional GIS Expo and the Houston Area GIS Day.	The Houston Regional GIS Expo was cancelled due to the COVID-19 pandemic. The Houston Area GIS Day will be held virtually in November 2020.	Delayed	Sponsorship
Manage current and historical aerial imagery acquisition, providing a platform and workflow for sharing Geographic Information System (GIS) data and analysis via online services, and supporting the GIS needs of H-GAC users and member agencies.	The maintenance to the agency GIS geodatabase and historical aerial imagery is performed routinely and the acquisition of updated aerial imagery is performed biennially.	Achieving	Data Sales

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Project: Workforce IT Support			
Provide technical and Wide Area Network support for over 900 users in twenty-eight (28) Workforce Solutions career offices in the H-GAC region.	Monitoring the Workforce Solutions wide area network operation and remedying issues by escalating trouble tickets to the network provider, repairing and replacing network equipment as needed.	Achieving	Texas Workforce Commission (TWC)
Facilitate data circuit adds, moves, and or changes for the Workforce Solutions career offices.	Responsible for ordering, installing, configuring, and connecting the new wide-area-network data circuits for new and relocated Workforce facilities.	Achieving	TWC
Maintain and update Workforce Solutions network account database, e-mail and web services.	Administering Workforce staff and contractors' emails and security needs by attending to requests for new accounts, deactivation, edits by managing the LISO (Local Information Security Officer) database.	Achieving	TWC
Maintain and provide Office 365 technical support including e-mail, SharePoint, OneDrive, and extranet services for over 900 Workforce Solutions centers employees.	Providing technical support to 900 Workforce Solutions employees including Office 365, SharePoint extranet, and OmniLert emergency notification systems. Implementing and enforcing security system policies.	Achieving	TWC
Host and maintain Childcare Financial Assistance program's web application and database.	Performing routine maintenance and backup of Childcare vendor portal. Worked with Workforce consultant to gain remote access on an as needed basis for edits, troubleshooting and bugs fixes.	Achieving	TWC
Project: Geographic Information System (GIS) Administration			
Provide GIS support, guidance, and capabilities to H-GAC GIS users. This includes developing innovative and industry best practices using our GIS software that can enable more efficient workflows and processes.	Performing maintenance to the agency enterprise GIS and data. Provide routine support, communication and encourage of GIS best practices. Facilitate ongoing GIS trainings for users to learn new and improve current skills using GIS software.	Achieving	Allocated Grant Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Maintain agency enterprise Global SDE GIS database to ensure internal GIS users have access to current data and the public access through digital download and online map services.	Continuous maintenance to the agency GIS data layers for distributing and sharing via online portal. Developing and organizing a new interface to improve GIS data downloads from the agency’s web portal.	Achieving	Allocated Grant Funds
Continue to expand usage of ArcGIS Online site to H-GAC users that can benefit from web mapping applications and capabilities.	Set up GIS projects web sites and online maps for GIS users internally and externally. Developing new interface to improve GIS data sharing and online map usage for the agency.	Achieving	Allocated Grant Funds
Work with H-GAC departments that have not traditionally used GIS to put data into a geographic format that allows for a geographic perspective.	Produced digital mapping online mapping applications, and statistical dashboards for various projects including the COVID-19 pandemic of the H-GAC’s 13-county region.	Achieving	Allocated Grant Funds
Provide and coordinate on-site and online GIS training opportunities for both GIS and non-GIS users at H-GAC as well as the public GIS community in the region.	Facilitated GIS trainings planning for H-GAC and the Geographic Data Workgroup in the region. The remainder of the 2020 training classes will be held virtually due to the COVID-19 pandemic.	Achieving	Allocated Grant Funds
Project: Information Technology Network Support			
Develop strategic plans for agency’s information technologies to support various programs need and to keep up with industry standards and trends.	Modified network configurations to support all H-GAC’s staff remote work environment using Virtual Private Network (VPN) technology. Developed guidelines for staff to access their work desktops to perform their work remotely. Deployed Microsoft Teams meeting, provided training and guidance to all staff. Revised onboarding process for new staff who would normally be in the office. Assisted Human Resource to use DocuSign e-signature to retrieve signatures of new staff.	Achieving	Allocated Grant Funds
Maintain agency’s network infrastructure, telecommunication services and enterprise data management.	Increased Internet bandwidth and upgraded VPN capacity to accommodate access for all 286 employees to remotely work from their homes during the COVID-19 pandemic. Enhanced and upgraded the ShoreTel telephone communication system for keeping H-GAC employees stay connected to external customers and the public while working remotely.	Achieving	Allocated Grant Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Maintain agency’s server and desktop computing environment.	Developed strategy for supporting desktop computers from staff’s home offices due to the uncertainty of the COVID-19 pandemic in the region. Distributed laptops to maintain productivity and connectivity during remote work due to the COVID-19 pandemic.	Achieving	Allocated Grant Funds
Provide applications support and helpdesk services.	Provided trainings on usage of Microsoft Teams to facilitate and promote in-person communication in a remote environment. Continue to provide support to staff over VPN connection and adjust to a remote work environment.	Achieving	Allocated Grant Funds
Maintain and support agency accounting system, email services, document management system and a host of databases.	Provided support, maintenance, and backup of critical agency systems and services. Collaborated with the Finance department and consultant on various projects: Agiloft contract management system, Sage human resources management system, and Electronic payments of invoices.	Achieving	Allocated Grant Funds
Maintain and support a host of applications and web services for both internal and external users.	Provided support and maintenance of web servers and GIS applications consumed by our partners and region.	Achieving	Allocated Grant Funds
Continue to maintain, update and improve agency business contingency and disaster recovery plan.	Contracted with Data Foundry for hosting equipment at the Houston 2 Data Center. The new service will include network expansion with higher bandwidth and increased power capacity to house H-GAC’s core services and the Workforce wide area network and ensure high availability.	Achieving	Allocated Grant Funds
Project: Website Support			
Update and maintain agency websites, Intranet and disaster recovery website in terms of currency and operability.	Continue to maintain the content and health of the H-GAC and Commute Solutions websites through daily content management tasks. Completed a comprehensive audit of the H-GAC website’s content and implemented various improvements.	Achieving	Allocated Grant Funds
Continuous template and functionality improvements on the H-GAC website.	Developed new interactive elements of the H-GAC website and improved existing elements.	Achieving	Allocated Grant Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Provide technical support and training to agency staff to update and edit the website contents.	Continue to support content editors in using the content management system to update the H-GAC website and provide support to the HGACBuy web development.	Achieving	Allocated Grant Funds
Provide data and analysis of website information to identify trends and make data driven decisions.	Created web analytics reports for various agency groups to inform them of the performance of their website content and help guide them in creating new content or revising existing content.	Achieving	Allocated Grant Funds
Manage web projects with consultant for various departments throughout the agency.	Worked with Local Development Corporation to develop online application for Harris County Forgiveness Loan Program. Working with consultant on implementing a new content management system (CMS). The new CMS will enhance webmasters and editor’s ability to improve website designs in creating web content.	Achieving	Allocated Grant Funds
Project: SharePoint Support			
Provide support and create feature improvements for SharePoint sites throughout the agency.	Continue to optimize agency’s SharePoint environment by developing web forms and workflows to improve business processes. Developing an information retention policy to align with record retention requirements.	Achieving	Allocated Grant Funds
Create and maintain Intranet and Extranets for departments and program staff for collaborating and conducting business with outside agencies.	Developed extranet sites for various programs to facilitate online collaboration with external partners and vendors. Continued to maintain account database and access to ensure proper information security.	Achieving	Allocated Grant Funds
Created online apps and workflows using Office 365 to accommodate H-GAC's internal business process as well as collaborating with external contractors.	Continue to develop web forms to improve internal and external business processes and to centralize the collection of data for reporting functions.	Achieving	Allocated Grant Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Provide support for the agency’s Contract management system, Agiloft, and the e-signature solution, DocuSign. The process helped H-GAC attain its goal in being a more paperless agency.	Expanded the use of electronic signature workflow to improve signatory process in a remote work environment.	Achieving	Allocated Grant Funds
Provide support, permission access, and create feature improvements for Workforce Offices SharePoint sites	Continue to optimize Workforce Solutions SharePoint environment by developing new web forms to improve business processes and workflows, including access management to ensure proper information security.	Achieving	Allocated Grant Funds
Project: 9-1-1 Emergency Communications District			
Maintain answering point equipment in all eight counties to provide display of location and phone number information from wireline, wireless Phase II, and Voice over Internet Protocol (VoIP) calls.	Staff continues to maintain answering point equipment in all eight counties to provide display of location and phone number information from wireline, wireless Phase II, and Voice over Internet Protocol (VoIP) calls.	Achieving	9-1-1 Service Fee
Maintain and provide technical assistance Mapped ALI data.	Staff continues to maintain and provide technical assistance for Mapped ALI data.	Achieving	9-1-1 Service Fee
Conduct regional TDD and telecommunicators training classes.	Regional Telecommunications Device for the Deaf (TDD) and telecommunicators training classes are on hold due to the COVID-19 pandemic.	Delayed	9-1-1 Service Fee
Maintain, support, and enhance 9-1-1 mapping for eight (8) rural counties databases.	Staff continues to maintain, support, and enhance 9-1-1 mapping for eight rural counties databases.	Achieving	9-1-1 Service Fee
Standardize 9-1-1 data for eight (8) rural counties in compliance with the National Emergency Number Association (NENA) data standards for Next Generation 9-1-1 GIS data.	Staff continues to work on standardization of 9-1-1 data for eight (8) rural counties in compliance with the National Emergency Number Association (NENA) data standards for Next Generation 9-1-1 GIS data.	Achieving	9-1-1 Service Fee

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Data Services			
Provide GIS data updates to each of the 23 Public Safety Answering Points (PSAPs) using replication to distribute the updates. Continue data replication workflow for base map data distribution to each dispatch call center and county coordinators and receive updates for 9-1-1 GIS geospatial data.	GIS updates are being provided to the 23 Public Safety Answering Points.	Achieving	9-1-1 Service Fee
Conduct field tests for Wireless Network Performance for all 23 PSAPs to ensure proper 9-1-1 call routing and maintenance of regional cell tower data.	Necessity for field testing is considered on a case-by-case basis due to the COVID-19 pandemic.	Delayed	9-1-1 Service Fee
Update and maintain 9-1-1 geospatial digital base maps for the regional enhanced 9-1-1 system the ability to accurately map wireless and landline emergency calls.	Staff continues to update and maintain 9-1-1 geospatial digital base maps for the regional enhanced 9-1-1 system the ability to accurately map wireless and landline emergency calls.	Achieving	9-1-1 Service Fee
Provide ongoing technical support and training to rural county 9-1-1 addressing coordinators for all GIS software applications.	Staff continues to provide ongoing technical support remotely. Training for rural county 9-1-1 addressing coordinators for all GIS software applications is performed remotely if necessary. Field site visits are suspended due to the COVID-19 pandemic.	Achieving	9-1-1 Service Fee
Maintain and update rural county base maps with new roads and address information	Staff continues to work with rural county 9-1-1 addressing coordinators to maintain and update rural county base maps with new roads and address information	Achieving	9-1-1 Service Fee
Expand ArcGIS Server platform to support H-GAC 9-1-1 web-based data development Processes.	Expansion of the ArcGIS Server platform to support H-GAC 9-1-1 web-based data development Processes is on hold for on-going resolution of technical issues with the software.	Delayed	9-1-1 Service Fee

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Human Services			
Project: Board Administration			
Support Workforce Board’s planning and oversight activities.	Updated strategic plan with annual performance targets and provides regular oversight reports on workforce system operations.	Achieving	TWC
Ensure workforce system meets or exceeds Workforce Board, federal and state performance measures.	Meeting 25 of the 40 Workforce Board and federal/state performance measures. The ability of staff and individuals in the Gulf Coast region has been significantly hindered by the COVID-19 pandemic. We continue to work with contractors to improve virtual service delivery and offer innovative solutions for service delivery to meet individual needs.	Not achieving	TWC
Expand community awareness for Workforce Board and Workforce Solutions.	<p>Workforce Solutions is becoming recognized as the source for information on the job market and expert advice on looking for work. We now have weekly segments with both ABC 13, FOX 26, and we field inquiries from other media outlets regularly. In total, Workforce Solutions has appeared in over 200 media stories since the COVID-19 pandemic began, with an estimated advertising value of well over \$6 million.</p> <p>With an average of 30,000 views per week, the Facebook Live segments with ABC 13 have helped expand our social media reach. We now have nearly 12,000 followers across Facebook, Instagram, Twitter and LinkedIn.</p>	Exceeding	TWC
Project: Workforce Solutions Operations			
Serve at least 28,500 businesses and 400,000 people.	We have served 19,829 businesses and over 500,000 people	Achieving	TWC
Ensure at least 77% of individuals enter employment.	85.3% of customers entered employment.	Exceeding	TWC

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Human Services			
Ensure at least 37% of all customers increase their earnings by 20% after service.	32% customers increased their earnings after service. This is an increase from prior year performance. We continue to build toward the Workforce Board’s goal of 37%.	Achieving	TWC
Help at least 75% of individuals pursuing education earn a credential.	We have assisted 81.3 % of individuals pursuing education earn a credential	Exceeding	TWC
Create at least 3,300 new jobs through partnering with economic development and local business organizations.	Created 1,367 new jobs through partnering with economic development.	Not achieving	TWC

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Project: Regional Law Enforcement Training			
Provide 85,000 contact hours of training.	Training has been delayed due to the COVID-19 pandemic.	Delayed	Office of the Governor
Conduct two Basic Peace Officer Certification classes and 130 in-service courses.	Two classes are in progress.	Delayed	Office of the Governor
Provide coordination of Advanced Law Enforcement Rapid Response Training (ALERRT) equipment and training within the H-GAC region.	Training has been delayed due to the COVID-19 pandemic.	Delayed	Office of the Governor
Provide training on fraud and skimmers. Training will include use of skimmer detection equipment and credit card readers.	Training has been delayed due to the COVID-19 pandemic.	Delayed	Texas Department of Agriculture
Project: Criminal Justice Planning			
Develop priority funding lists for four criminal justice funding initiatives.	Created FY 2021 priority funding lists for the following Requests for Applications: <ol style="list-style-type: none"> 1. Direct Victim Services - 72 projects. 2. Violence Against Women - 12 projects. 3. Juvenile Justice - 26 projects. 4. Criminal Justice - 41 projects. Completed priority lists were submitted to the Board on June 16, 2020.	Achieving	Criminal Justice Division (CJD) Interlocal Agreement
Prepare FY 2021 Regional Criminal Justice Plan.	Community planning meetings for 12 counties will begin in October 2020.	Achieving	CJD Interlocal Agreement
Conduct eight H-GAC application workshops on criminal justice grant funding.	Conducted 10 FY 2021 grant application workshops and one webinar in January 2020.	Achieving	CJD Interlocal Agreement

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Provide technical assistance to grant applicants and grantees.	Provided 225 hours of technical assistance to grant applicants and grantees.	Achieving	CJD Interlocal Agreement
Support development of regional programs.	Supporting Law Enforcement training, Advanced Law Enforcement Rapid Response Training, Juvenile Mental Health, Elder Abuse	Achieving	Law Enforcement Grant, Juvenile Grant, Violence Against Women Grant
Develop strategic plan for the H-GAC region.	Completed Criminal Justice Strategic Plan on June 28, 2020.	Achieving	CJD Interlocal Agreement
Project: Juvenile Regional Mental Health Services			
Provide 450 hours individual counseling for Juvenile Probation Departments in the region.	Currently provided 168 hours of individual counseling for Juvenile Probation Departments in the region.	Achieving	Juvenile Grant
Provide 225 hours of group counseling for Juvenile Probation Departments in the region.	Currently provided 96 hours of group counseling for Juvenile Probation Departments in the region.	Achieving	Juvenile Grant
Provide 125 mental health evaluations for Juvenile Probation Departments in the region.	Currently provided 193 mental health evaluations for Juvenile Probation Departments in the region.	Exceeding	Juvenile Grant
Project: Elder Justice Program			
Get Multi-Disciplinary Teams in Fort Bend, Galveston and Montgomery counties fully operational in terms of reviewing complex cases of elder abuse and coordinating services.	Project was launched with 100% funding from a Victims of Crime Act (VOCA) grant, whose use is restricted to direct victim services. Many prerequisites for operating Multi-Disciplinary Teams (e.g. training, development of information-sharing protocols, etc.) can only be accomplished using another source of funds. H-GAC has applied for a Violence Against Women Act (VAWA) grant that will, if awarded, underwrite these threshold activities starting September 1, 2020.	Delayed	Violence Against Women Act

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Conduct intensive campaign of 24-48 community outreach sessions to educate about resources available to seniors in formats aimed at both potential clients/families, professionals, and non-profit/partner agencies.	Goals were partially met (11 sessions) prior to the pandemic-related shut down. Currently rethinking delivery of outreach sessions due to COVID-19 as a significant portion of target audience of seniors is neither equipped nor appropriate for virtual outreach.	Delayed	Victims of Crime Act
Build out a service model, similar to Will-A-Thon, for combining group and individual services to elders who are being victimized by credit card abuse, identity theft and other third-party scams.	Successfully developed an efficient service-delivery model for elder victims of financial exploitation. With our focus on direct services during this remote work period, this model has been invaluable, as financial exploitation is the most common presenting issue among our clients.	Exceeding	Victims of Crime Act
Project: Skimmer Detection Project			
Procure and distribute skimmer detection equipment and credit card reader.	Delayed due to the COVID-19 pandemic.	Delayed	Texas Department of Agriculture
Work with H-GAC Communications Department to provide public service announcements and outreach region wide concerning skimmer devices.	Project funding is being moved from public service announcements to equipment for the jurisdictions to use in the apprehension of offenders using skimmer devices.	Delayed	Texas Department of Agriculture
Partner with local law enforcement agencies, meet with retail associations advising of the skimmer detection equipment and fraud/cybersecurity program.	Delayed due to the COVID-19 pandemic.	Delayed	Texas Department of Agriculture
Project: Cooperative Purchasing			
Develop and employ electronic bid system.	HGACBuy receives bids/proposals electronically and continues to develop the software for an electronic bid system.	Achieving	Coop budget

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Number of orders processed through the program to exceed 3,800.	The COVID-19 pandemic has impacted governmental purchasing with less purchases. HGACBuy has processed over 1,500 orders with 3,200 projected.	Not Achieving	Participating local government purchasers
Annual purchasing volume in 2020 for all categories to reach \$2 Billion.	The COVID-19 pandemic has had an impact on contract performance. HGACBuy continues to expand offerings to government purchasers adding four new contracts for a total of 41. Current purchasing volume is over \$600 million with \$1.3 billion projected.	Not Achieving	Participating local government purchasers
Host Bi-annual Vendor Forum.	HGACBuy formed a Vendor Advisory Committee in 2020 with quarterly meetings now conducted virtually.	Achieving	Coop budget
Project: H-GAC Energy Corporation			
Conduct energy purchasing for local governments.	Provide HGACEnergy member governments with historical load data and projections on future annual load data. Conduct strategic planning and make recommendations on market and contracting opportunities. Resolve account, billing and sales tax issues. Assist contracted members with adding and deleting meters on existing accounts and service locations. Solicit pricing from Retail Electric Providers on a weekly basis with various contract terms on behalf of members. Complete renewal agreements as requested by members.	Achieving	Energy Corporation Fees

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
<p>Estimate annual volume of 274,170,890 kWhs of electricity through H-GAC Energy Corporation contracts.</p>	<p>Year-to-Date volume of 94,650,756. Estimate reduction in demand of 30% - 60% by HGACEnergy members due to the COVID-19 pandemic.</p> <p>H-GAC staff worked to refocus the program for the remainder of this year by renewing our efforts of personal contacts with members and being more proactive in relationship building; reaching out about new products being offered through the program, such as solar panels and concentrating on providing whole energy solutions; continuing to provide exceptional customer service; conducting new solicitations for Retail Electric Providers and Consultants; and developing a new social media outreach campaign.</p>	<p>Not Achieving</p>	<p>Energy Corporation Fees</p>
<p>Produce a new multi-social media campaign to target 13 counties in the H-GAC Region.</p>	<p>Created HGACEnergy Facebook and Twitter accounts – retargeting members in the H-GAC region as well as the Electric Reliability Council of Texas region. Announcing current vendors under contract and future contracts.</p> <p>Co-branding project on Solar Panel contract.</p>	<p>Achieving</p>	<p>Coop Budget Program Promotions</p>
<p>Pursue opportunities to expand in other deregulated areas of Texas.</p>	<p>Releasing Request for Proposal (RFP) for Brokers/Consultants. In concert with HGACBuy Marketing and Communications Staff, will begin promoting expansion in the 1st quarter of 2021 to target deregulated areas in Texas historically not reached by HGACEnergy.</p>	<p>Achieving</p>	<p>Energy Corporation Fees</p>
<p>Continue to research additional energy related products and services (including green) to offer through HGACEnergy.</p>	<p>In partnership with HGACBuy, HGACEnergy now has contracts for Solar Panels and Associated Equipment. Government customers in the H-GAC region as well as nationwide may purchase through these contracts.</p>	<p>Achieving</p>	<p>Energy Corporation Fees</p>

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Project: Emergency Preparedness Program			
Assist with the updates and maintenance of local emergency management plans.	Staff continues to work with Emergency Management Coordinators across the region to address planning needs when requested.	Achieving	State Homeland Security Program
Monitor state homeland security and emergency preparedness funding programs.	Staff monitored announcements and changes in the Homeland Security Grant Program and the Nonprofit Security Grant Programs and sent updates to stakeholders.	Achieving	Office of the Governor
Coordinate and update regional catastrophic plans.	Staff participates in multiple catastrophic workgroups and coordinates with the Urban Area Security Initiative on multiple regional planning projects.	Achieving	State Homeland Security Program
Assist with regional training and exercises.	Staff evaluated the Galveston County Complex Coordinated Terrorist Attack Table Top Exercise. Staff continues to support regional stakeholders when requested.	Achieving	State Homeland Security Program
Assist with jurisdictional homeland security grant audits/monitoring.	Staff assists with grant monitoring and audits when requested by either the applicant agency or the Office of the Governor.	Achieving	Office of the Governor
Assist with the close out of previous grant year funding.	Staff closed out FY 2018 State Homeland Security Program and submitted reallocation plans for FY 2017 funds to the Office of the Governor.	Achieving	Office of the Governor
Provide technical assistance to jurisdictions in meeting grant eligibility and funding requirements.	Staff conducted four State Homeland Security Program workshops and assisted applicants in submitting FY 2020 applications.	Achieving	Office of the Governor
Monitor and maintain Regional Gulf coast State Mutual Aid Agreement.	Staff continues to update the Regional Gulf coast State Mutual Aid roster and agreement as new signatories are received.	Achieving	State Homeland Security Program
Collaborate on the development of the Regional Resource Inventory Tracking Tool.	Staff continues to wait for the City of Houston Urban Area Security Initiative to secure a vendor for this project.	Delayed	State Homeland Security Program

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
With the H-GAC jurisdictions, update the Regional Interoperable Communication Gap Analysis, Regional Interoperable Communications Plan, and Strategic Plan.	The Regional Interoperable Communications Phase 1 was completed and phase 2 is underway. Staff participated in the update of the statewide strategic plan workshop in February 2020.	Achieving	State Homeland Security Program
Provide grant application workshops and technical assistance to grant applicants and grantees.	Staff conducted four State Homeland Security Program workshops and assisted applicants in submitting FY 2020 applications.	Achieving	Office of the Governor
Develop priority funding list for State Homeland Security Program (SHSP) grant.	The Regional Homeland Security Council approved and submitted the FY 2020 State Homeland Security Program grant priority list in March 2020.	Achieving	Office of the Governor
Assist Transportation Department with regional evacuation planning.	Draft of the Emergency Evacuation Traffic Management Plan was submitted to stakeholders and is awaiting comments.	Achieving	Transportation Funding
Assist Communications Department with content creation for the ‘Together Against the Weather’ campaign.	Staff worked with Communications department to draft talking points for the 2020 hurricane season and participated in a radio interview for KRBE to discuss hurricane preparedness.	Achieving	Texas Department of Transportation Planning Funds
Project: Small Business Loans			
Submit two to four projects for small business financing consideration.	Submitted over 600 loans for Harris County and three loans for Revolving Loan Fund (RLF) for consideration. We are working to submit two to five additional loans for the RLF and two to three for 504.	Exceeding	US Small Business Administration, US Economic Development Administration, Harris County
Build relationships with lending institutions and financial organizations.	We are continuing to build relationships with lending institutions. We are working with our Communications team to develop a comprehensive outreach plan to engage lending institutions in a remote environment.	Achieving	US Small Business Administration

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Public Services			
Collaborate with partners and stakeholders to provide financial literacy education for youth in rural counties.	Delayed by the COVID-19 pandemic, we are now working on closing loans within the Community Development Financial Institutions (CDFI) Fund Opportunity Zones. Once we have funded enough loans, we will apply for CDFI certification and begin working on financial literacy programs for youth in rural counties.	Delayed	CFDI Fund
Reestablish community enhancement grant program.	We will look to relaunch the community enhancement grant program after the COVID-19 pandemic challenges slow down and communities start returning to normal.	Delayed	Local Development Corporation (LDC) Reserve Funds
Establish partnership with our regional public workforce system.	We have engaged in a number of small projects with the workforce system and will continue deepening our relationship.	Achieving	US Small Business Administration
Expand our online presence through new website and social media platforms.	We have increased our online presence considerably and will continue pushing fresh, new content across our website and social media platforms.	Achieving	US Small Business Administration
Develop H-GALDC process map, policies and procedures.	We have updated policies, developed desk aids and how to guides, and continue to revise and refresh outdated procedures.	Achieving	US Small Business Administration
Clearly define staff roles, responsibilities, goals and expectations.	We have clearly defined staff roles and goals and check-in regularly to ensure that staff members are on target.	Achieving	US Small Business Administration

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Project: Administration / Management			
Provide logistical and administrative support for monthly meetings of the MPO Policy Council and, as needed, related technical committees and work groups, ongoing.	The Administrative team supports daily operations for the Metropolitan Planning Organization (MPO) such as program administration, office management, grant management, computer systems management, and quality control. Staff has supported six Transportation Advisory Committee (TAC) meetings and six Transportation Policy Council (TPC) meetings along with the respective subcommittee meetings and special coordinated meetings such as the Transportation Improvement Program (TIP) Prioritization meeting. Provided technical support for each of these meetings using online platforms. Quality control and compliance is done for reporting, contracts, and monitoring of programs.	Achieving	TxDOT
Employee development, recruitment and evaluation, ongoing.	Employee development is encouraged and provided. Staff is working toward Lunch and Learns (first one before the COVID-19 pandemic) and aiding in the use of LMS365 to encourage further training and employee development for staff. Staff has developed onboarding trainings, virtual meet and greets for new employees. A new webpage is being developed that will house virtual training options and other types of employee development options.	Achieving	TxDOT
Maintain the 2020-2021 Unified Planning Work Program (UPWP) to reflect revised Policy Council planning priorities and local, State, or Federal funding decisions, ongoing.	Staff continues to maintain the UPWP working closely with TxDOT. The Administration Manager works with TxDOT on a regular basis on the UPWP reconciliations and funding processes. UPWP amendments have been significantly reduced due to better UPWP planning and writing.	Achieving	TxDOT

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Maintain federal certification of the planning process including the Annual Performance & Expenditure Report, the Disadvantaged Business Enterprise goal development, and the annual self-certification assurances, ongoing.	Staff produced the Annual Performance Expenditure Report (APER) each year with the 2020 report being submitted. A rigorous and comprehensive Disadvantaged Business Enterprise (DBE) program is currently being implemented with a program lead. We are responsible for self-certification assurances and continue to provide necessary reporting to all federal and state agencies.	Achieving	TxDOT
Maintain federal Title VI and Environmental Justice certifications, ongoing.	Administration staff is conducting implementation of the Title VI Plan in coordination with various Transportation teams.	Achieving	TxDOT
Develop, update and present public information materials in a variety of formats, including emails, letters, brochures, websites, newsletters, videos, public service announcements and meetings with community and business groups, ongoing.	Administration staff in collaboration with the Communications Department works to complete and implement any public information materials or public outreach.	Achieving	TxDOT
Provide briefings (and, when requested, testimony) for local, state and national officials and other interest groups, ongoing.	Administration staff continues to provide any necessary briefings for local, state, and national officials or other interested groups.	Achieving	TxDOT
Conduct public outreach and public involvement initiatives to support Metropolitan Planning Organization Programs, ongoing.	Administration staff works the Communications Department and Travel Demand Management team to conduct public outreach and public involvement planning for the MPO.	Achieving	TxDOT
Ensure compliance for all contract development and reporting to state agencies.	The Administration Team has a compliance position that specifically focuses on contract auditing and development-quality controls.	Achieving	TxDOT
Assist with special projects concerning compliance research and strategies for the Metropolitan Planning Organization.	Staff devotes much time and effort into compliance research and strategies to support our transportation teams. Staff has developed a Disadvantaged Business Enterprise (DBE) program as well as a Buy America program-both have liaisons to work with staff and TxDOT.	Achieving	TxDOT

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Project: Data Development and Maintenance			
Assist TxDOT in the data Household Survey Data development to support the newly developed Activity Based model (ABM) for H-GAC’s regional and sub-regional forecasts.	Staff continues to work with TxDOT to resolve the foreseen and unforeseen effects and issues caused by the COVID-19 pandemic towards the household survey and other traffic data collections in support of the newly developed ABM model. Staff at the H-GAC Modeling Group continues to work with TxDOT Planning Division in the Planning of the Household Survey scheduled for Fall or Spring of 2021. Many planning activities for the data collections have been postponed due to the COVID-19 pandemic.	Delayed	TxDOT Planning Funds
Development, support and assistance in the freeway traffic and count collection in the region.	Staff continues to work with the consultant, CJ Hensch, Inc. in the collection of the freeway traffic and count collection in the region.	Achieving	TxDOT Planning Funds
Develop regional travel forecast for inputs into air quality analysis in the Houston region and the METRO service area, ongoing.	Staff continues to support the conformity analysis through travel demand modeling and forecasts that produces inputs into the air quality analysis in the Houston and METRO service areas.	Achieving	TxDOT Planning Funds
Provide and support travel demand forecast and analysis for the production of conformity calculations to the current SIPs for the RTP and TIP in accordance with federal regulations when needed, ongoing.	Staff continues to develop GIS map networks of roadway projects proposed for the Regional Transportation Plan (RTP), TIP and subarea studies, conduct the 4-steps travel demand modeling, analysis and forecasting for various proposed scenarios and horizon year and create output files that are used as inputs into the emission calculations in accordance with Federal regulations.	Achieving	TxDOT Planning Funds
Continue technical support and assistance in the implementation of Cube Voyager model set in the region.	Staff continues to use Cube Voyager as H-GAC's regional and sub-regional modeling platform. Staff continues to provide modeling supports to other H-GAC's Transportation Groups and H-GAC's member agencies in support of the RTP, TIP and other sub-regional and corridor studies.	Achieving	TxDOT Planning Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Provide support and assistance in the development of tour-based regional truck model	Staff continues to work with Cambridge Systematic Consultants in the validation of the Tour-Base-Modeling to the 2017 base year. This project was delayed due to unavailability of counts data needed for the validation by the consultants, CJ Hench, Inc.	Delayed	TxDOT Planning Funds
Expand user and reporting capabilities of existing web-based traffic count and roadway project viewers, ongoing.	Staff continues to advance the capabilities of the existing web-based traffic count and roadway projects viewers through some advance trainings and programs. Staff continues to use special programming to support the City of Houston’s Minor Crash Pilot Program and the Sub Regional studies dashboard	Achieving	TxDOT Planning Funds
Provide GIS technical support for the development, maintenance, and indexing of map coverage and databases on MPO servers.	Staff continues to use the GIS tools to support the development of the RTP, TIP and other sub-regional and corridor studies and roadway projects into formats that serve as inputs into the H-GAC’s Cube Voyager modeling platform or micro simulation softwares.	Achieving	TxDOT Planning Funds
Support special studies and unusual model applications with technical support and review of any major model applications.	Staff continues to provide modeling technical support in the studies of and analysis of the various special roadway studies at the regional, sub-regional and corridor levels such as Inner Katy Corridor special study, the Resilience projects and local government planning efforts.	Achieving	TxDOT Planning Funds
Continue staff support for Texas Working Group air quality working group, ongoing.	Staff continues to work with Air Quality Master Schedule; worked with the Texas Technical Working group to generate a master air quality schedule that will include all the State Implementation Plan (SIP) updates, Transportation Plans updates, and conformity updates for the whole state of Texas. Staff continues to support the Texas air quality working group through meeting participation and research.	Achieving	TxDOT Planning Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Continue staff training on the Cube software.	Staff received training in the AIMSUN and other MESO and MICRO modeling software. After the COVID-19 pandemic outbreak, staff continues to cross train in the use of this software and methodology, the new functionalities of the Cube Voyager and other software used in travel demand and forecasting processes. Most outside trainings postponed due to the COVID-19 pandemic.	Achieving	TxDOT Planning Funds
Conduct economic impact analysis for major transportation projects using REMI software.	Staff using REMI TanSight software to estimate societal and economic impact for the Resiliency projects, the Inner Katy Assessment project by the DKS consultants, the analysis of the Harris County Flood Control District (HCFCD) 10-year and 500-year plans for the City of Houston and in the evaluation of the HGAC's 2045 RTP with its regional impact in jobs and economic growth.	Achieving	TxDOT Planning Funds
Conduct various data collections through various traffic surveys such as On-board Transit Origin-Destination Survey (joint effort between H-GAC/METRO), Commercial vehicles Survey, Airport Survey, Supplemental Surveys, Bike Users Survey and Passive Data Purchase.	Staff continues to hold Steering committee meetings virtually to adjust originally drawn plans, samples sizes, RFP, and schedules for the H-GAC's regional Origin Destination Transit Survey that includes METRO and eight other regional transit providers in the region with fixed routes. Actual data collection of the survey is postponed to Fall of 2021 due to the COVID-19 pandemic. Staff continues to work with the City Commercial Airport folks for the planning of the regional commercial Airport surveys; delayed due to the COVID-19 pandemic.	Achieving	TxDOT Planning Funds
Continue travel demand and forecasting support for H-GAC's regional and sub-regional travel demand forecasting and analysis.	Staff continues to provide modeling technical assistance and support for both H-GAC's in-house effort and other H-GAC's member agencies such as TxDOT and other stakeholders in support of regional projects or at the sub-area and corridor levels. Staff continues work with a consultant for Inner Katy study project. Staff Performed Travel Demand Model runs for a TxDOT SH 225 project. Staff responds to Modeling Data requests to a variety of requesters such as the Texas Southern University, METRO, The City of Houston, etc.	Achieving	TxDOT Planning Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Project: Planning			
Continue regional transit service planning and coordination in implementing recommendations from the Gulf Coast Regionally Coordinated Transportation Plan.	Staff efforts to implement recommendations are ongoing. Most recently, the Mobility Links, online database resource for mobility options was launched.	Achieving	TxDOT Planning Funds
Continue staff support of the Greater Houston Freight Committee.	Staff continues to coordinate and facilitate the Greater Houston Freight Committee. Two meetings of the Committee were held in January and June 2020.	Achieving	TxDOT Planning Funds
Continue updates to data for regional thoroughfare network through collaborations with local governments, ongoing.	Staff continues to collect thoroughfare network information from local governments and make updates to the regional thoroughfare network map.	Achieving	TxDOT Planning Funds
Continue to work with the State and local governments to improve responses to hurricane evacuation events, ongoing.	Staff continues to work with regional partners to update evacuation plans and protocols.	Achieving	TxDOT Planning Funds
Support the activities of the Transportation Safety Committee.	Staff continues to provide support for the Transportation Safety Committee and conducted two meetings.	Achieving	TxDOT Planning Funds
Perform safety analyses for local governments, ongoing.	Staff continues to provide data and analysis to regional partners for traffic safety.	Achieving	TxDOT Planning Funds
Continue support of the Regional Safety Campaign to promote safety messaging to reduce distracted driving, speeding, impaired driving, and bicycle-pedestrian crashes.	Staff continued the development of Regional Safety Campaign to reduce vehicle crashes.	Achieving	TxDOT Planning Funds
Conduct planning to make connections from the proposed high-speed rail station to Houston downtown and other destinations.	Staff reviewed and provided comments on the draft environmental document of the high-speed rail.	Achieving	TxDOT Planning Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Continue work on the resiliency and durability pilot project, including a vulnerability assessment to support resiliency planning for transportation infrastructure.	Staff completed and submitted to the Federal Highway Administration a draft of the Resilience and Durability to Extreme Weather in the H-GAC Region Pilot Program Report for review.	Achieving	Federal Highway Administration (Office of Planning, Environment, and Realty Grants)
Initiate work on Southeast Harris County Sub regional Study.	Procurement of consultant to assist is complete. Contract terms have been agreed upon and staff are in final stage of obtaining signatures. Initial data collection and modeling base network have begun.	Achieving	Surface Transportation Program
Initiate work on Liberty County Mobility Study.	Procurement of consultant to assist is complete and contract terms have been agreed upon. Initial data collection and modeling base network have begun.	Achieving	Surface Transportation Program
Initiate work on Montgomery County Precinct 2 Mobility Plan.	Procurement of consultant to assist is complete. Contract terms have been agreed upon and staff are in final stage of obtaining signatures. Initial data collection and modeling base network have begun.	Achieving	Surface Transportation Program
Continue staff support of the Congestion Mitigation and Air Quality pilot program, including ongoing pilots (Conroe Connection Park & Ride) hosting a pilot application process workshop, and review of new applicants.	The application workshop was held in late 2019. Staff continues to provide outreach and assistance regarding the Commuter and Transit Pilot program. Some initiatives that were scheduled to start in Fall 2020 are now delayed due to the COVID-19 pandemic concerns. We continue to work with interested parties to think about the timing of their applications. The existing pilot with Conroe Connection is ongoing.	Delayed	Federal Funds
Continue staff support of the Brazoria County Thoroughfare Plan.	This project has been completed. The Thoroughfare Map is scheduled to be adopted by the Brazoria County Commissioners' Court August 2020 with acceptance and presentation of the plan to occur at a later date due to the COVID-19 pandemic meeting restrictions.	Achieving	Surface Transportation Program

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Initiate a Regional Goods Movement Plan update.	Development of a scope of work to procure a consultant is finalized. Procurement is expected to occur in Fall 2020 with project initiation early 2021.	Achieving	Surface Transportation Program
Provide planning support for the North Houston Highway Improvement Project.	Staff has participated in stakeholder and community meetings related to TxDOT’s North Houston Highway Improvement Project. Staff has also begun a complementary project for the communities impacted along Segment 2, the North Houston Communities Transportation Priorities Plan. This planning project will look at additional (non-highway) mitigation activities intended to enhance the mitigation TxDOT is planning, not replace it, focused on connectivity within those communities.	Achieving	TxDOT
Initiate Safety Intersection Studies throughout the region at high crash locations.	Staff is working to procurement professional services to assist with conducting safety analysis of select regional traffic intersections	Achieving	TxDOT
Continue development of Transit-Oriented Development initiatives, including bus station area fact sheets and Transit-Oriented Development regional planning study scope of work.	Staff continues to work on Transit Oriented Development initiatives. Fact Sheets are going to be interactive story boards instead of static pdfs. New staff has been hired to take on this project.	Achieving	TxDOT
Continue development of a Transit Awareness Program and launch initial outreach efforts.	Due to the COVID-19 pandemic, priorities have changed, and the emphasis has shifted. The awareness program as originally envisioned will be delayed. Instead the Travel Demand Management team partnered with the region’s public transportation agencies to launch Commute with Confidence, on how to use shared transportation more safely at this time. Efforts are continuing this fall 2020 through a collaboration with eight of the region’s transit agencies and the Commute Solutions program. The #SitSafe awareness campaign is being launched during Commute Solutions Month to help travelers understand all of the precautions being taken to help travelers sit safely while riding transit as they prepare to return to work.	Delayed	TxDOT

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Advance the development of the bicycle and pedestrian counter program.	Staff is working on expanding the bicycle and pedestrian counter program. A new bicycle and pedestrian planner was hired. This planner is putting together the procurement documentation needed to expand the program.	Achieving	TxDOT
Implementation of the 2045 Regional Transportation Plan, ongoing.	The 2045 Regional Transportation Plan was adopted in August 2019. Staff processed monthly amendments to the RTP. Staff are beginning development of the 2050 Regional Transportation Plan including an initial project schedule.	Achieving	TxDOT Planning Funds
Amendments to the 2019-2022 Transportation Improvement Program and the 2045 Regional Transportation Plan, ongoing.	Amendments to the 2019-2022 Transportation Improvement Program were completed in May 2020.	Achieving	TxDOT
Begin development of the 2021-2024 Transportation Improvement Program.	Completed development of the 2021-2024 Transportation Improvement Program in June 2020. Staff submitted the Transportation Policy Council approved TIP to the State for inclusion in the Statewide Transportation Improvement Program.	Achieving	TxDOT
Amendments to the 2021-2024 Transportation Improvement Program and the 2045 Regional Transportation Plan	The new Transportation Improvement Program document was approved by the Transportation Policy Council in June 2020. Staff began processing amendments in July 2020.	Achieving	TxDOT
Develop project evaluation criteria for the next call for projects.	Staff began working with the TIP Subcommittee in July 2020 to develop the project evaluation criteria.	Achieving	TxDOT
Implementation of a process to assist local governments with the requirements of the federal environmental process/project development.	Implementation of a process has been delayed. However, staff has assisted with individual projects as questions and concerns arise.	Achieving	TxDOT
Develop and monitor federal performance measures and targets.	Staff began development of the Mid-Period Progress Report to be submitted by the September federal deadline.	Achieving	TxDOT

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Conduct planning to make connections from the proposed high-speed rail station to Houston downtown and other destinations.	This project was delayed due to the need for transit agencies to focus on the COVID-19 pandemic. However, the conversation is beginning again on the next phase of planning for the project. We are working to schedule a pre-planning meeting in September 2020 in connection to the High Capacity Transit Plan.	Delayed	TxDOT
Maintain Regional Architecture for the Intelligent Transportation System.	Maintain website, held quarterly Transportation Maintenance and Operation meetings	Achieving	TxDOT
Continue Traffic Incident Management Training for first responders.	Trainings were held in January and February 2020 but has been suspended due to the COVID-19 pandemic.	Delayed	Federal Funds
Expansion of Regional Incident Management Tow and Go™ Program to Harris County and continue work to expansion to surrounding counties in the Metropolitan Planning Area.	The funding contract was extended to January 31, 2021. Towing contracts have been issued in Harris County. Harris County should start tows in August 2020. H-GAC staff will start a Public Outreach Campaign in August that will go through Spring of 2021	Achieving	TxDOT Surface Transportation Program (STP)
Project: Air Quality Improvement			
Conduct Commute Solutions and other travel demand management public relations and marketing activities targeting employers, commuters and students, ongoing.	Multiple mini-campaigns have been held this year for the Commute Solutions program for Telework, Earth Day, Commute with Confidence and more. This effort is ongoing.	Achieving	Federal Funds & TxDOT
Provide outreach support and assistance for transportation partner programs, ongoing.	Staff coordinated with all area public transportation agencies for Commute with Confidence resources for commuting during the COVID-19 pandemic and are now working with them for #SitSafe return to work campaign.	Achieving	Federal Funds
Develop coordinated approach to public outreach and education utilizing various Travel demand Management and community partners throughout the region, ongoing.	Staff has collaborated with management districts, business organizations, the Association for Commuter Transportation and others to conduct outreach and education.	Achieving	Federal Funds

PLANNED	ANALYSIS OF PROGRESS	STATUS	FUND SOURCE
Program: Transportation			
Development of a comprehensive ridesharing platform to support the Commute Solutions program.	Staff is working with TxDOT as they develop the ConnectSmart App that can support ridesharing in the region. Staff is analyzing any gaps that might need to be supported through additional technology.	Achieving	Federal Funds
Administer the Heavy-Duty Diesel Vehicle Replacement Program.	Staff is conducting outreach activities and providing technical support to assist applicants in the replacement and purchase of Heavy-Duty vehicles and equipment.	Achieving	EPA
Provide support for Clean Vehicles Program projects that reduce NOx emissions using new technologies, ongoing.	Staff is conducting outreach activities and providing technical support and financial assistance to qualified parties to upgrade their on-road heavy duty vehicles to cleaner technologies.	Achieving	TxDOT
Develop and disseminate the annual Air Quality Initiatives report.	Staff is working to gather internal data and will complete report soon.	Achieving	TxDOT
Complete and submit annual update of PM2.5 Advance Path Forward Plan to Environmental Protection Agency.	Staff is working with members of the Regional Air Quality Planning Advisory Committee to gather data from local stakeholders. Report will be completed later in the year.	Achieving	TxDOT
Complete annual regional survey report of alternative fuel usage, vehicle inventory and related emission reduction activities.	Staff worked with regional stakeholders from businesses and local governments to help estimate the number of alternative fueled vehicles that are active within the H-GAC region as well as to determine what emission reduction activities (e.g. anti-idling measures or VMT reduction efforts) and to catalog updates to those activities.	Achieving	Department of Energy

CURRENT AND UPCOMING H-GAC ACTIVITIES

Background

N/A

Current Situation

N/A

Funding Source

N/A

Budgeted

N/A

Action Requested

Report on current and upcoming H-GAC activities. (Staff Contact: Chuck Wemple)

2020 H-GAC BOARD OF DIRECTORS

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BUSINESS

Health gadgets are hot sellers in pandemic

By Kari Lindberg, Gao Yuan, Sohee Kim and Vlad Savov
BLOOMBERG

Fitness-tracking gadgets are selling out, home exercise classes have never been more popular and industrial robot designers are pivoting to making sanitation bots. The COVID-19 pandemic has triggered a seismic wave of health awareness and anxiety, which is energizing a new category of virus-fighting tech.

The fear of infection has accelerated the adoption of apps and wearables as a means to feel better protected. “Having accurate and immediate feedback about our body temperature, blood pressure and other health signals helps to restore people’s sense of control,” said Andy Yap, a social psychologist at the INSEAD business school.

Users, insurers and health-care providers are all seeing the benefit of health gadgets. That’s galvanizing the development of new devices by startups and gadget outfits in Asia, where

the novel coronavirus first struck.

The Withings Thermo is a contactless thermometer that uses 16 sensors to take more than 4,000 measurements in 2 seconds – which it then syncs to a mobile app. It costs \$99.95, but nobody can buy one until mid-April because inventory was depleted two weeks ago, according to the company.

Thermometer fever

Until the start of this year, CrucialTec Co. used to give away its thumb-sized thermometer dongle as a gift to clients. That all changed when “orders came pouring in after the virus outbreak,” said President Jay Yim, and the South Korean company’s now ramping up production with the goal of making “more than 500,000 within the first half of this year.”

Local governments in China, retailers in Japan and wholesalers in the U.S. are all putting in orders for the \$65 Temon thermometer, and Yim expects Chinese smartphone makers to come out with prototype devices

with the technology built in this fall. Sister company CrucialTrak, which sells the module, has seen orders for its touchless biometric ID solutions – facial, vein and iris scanning – rise fivefold after the initial outbreak.

Robot cleaning

Youibot Robotics Technologies Co. took 18 days to design and build a human-height robot that can sanitize rooms using two ultraviolet lights as well as measure the body temperature of passers-by. The Shenzhen startup is looking to sell more than 200 of these robots in the first half of this year, said Cody Zhang, founder and CEO.

“A robot that fights virus pandemics is something new, but we are prepared because it was our goal to bring robotic equipment to emerging sectors,” said Zhang, who was born in 1992.

Bhruhu Pange, managing director at global consultants AArete, expects the surge in usage will lead to a domino effect producing lasting change.



Richard Drew / Associated Press

The fear of infection has accelerated the adoption of apps and wearables, such as this Fitbit Charge 3, as a means for users to feel better protected.

Corona beer to halt production

NEW YORK TIMES

Corona beer has become a temporary victim of the coronavirus.

Grupo Modelo, the brewer behind Corona, Modelo and other beers, said in a statement on Thursday that it is suspending its beer production after the Mexican government ordered nonessential businesses to close in an attempt to stop the spread of the coronavirus. The brewer, which is part

of Anheuser-Busch InBev, said that should the federal government decide later that its product was essential, “at Grupo Modelo we are ready to execute a plan with more than 75 percent of our staff working from home and at the same time guaranteeing the supply of beer.”

Grupo Modelo’s Corona beer drew attention about a month ago after consumers mistakenly associated it with the fast-spreading virus,

which by that point had already begun its global march.

In one survey, 38 percent of surveyed American beer drinkers said they would not buy Corona beer “under any circumstances,” CBS News reported March 1.

However, Constellation Brands, which handles Grupo Modelo’s beer in the United States, said that the virus had not affected sales, according to CNN.



Brett Coomer / Staff photographer

With tens of thousands of people working from home, downtown Houston has become a ghost town, but many people and businesses still need help to survive.

TOMLINSON

From page B1

needs delivered.

If the police arrest you for a violent felony, if you have enough money to pay bail, you can walk away without spending weeks in the viral Petri dish that is a county jail. Even after Gov. Greg Abbott banned the release of thousands of suspects who don’t have any money.

We all know the rich are privileged. The top 20 percent of U.S. families take home 55.1 percent of the nation’s annual income, according to the Congressional Budget Office. But those differences come into sharper contrast at a time like this.

If you live in a two-bedroom shotgun shack with six other people, three of whom serve the public for their wages, you are not going to avoid COVID-19. It’s merely a race to stay ahead of it for as long as possible.

If you do not have health insurance, more than likely, you’re going to wait as long as possible before visiting the emergency room to avoid hospital bills.

When staying home means losing your job, the biggest question is where you will get your next meal. About 10 million Americans have lost their jobs in two weeks.

If you get arrested trying

to survive, you are unlikely to have money for bail and may stay in jail. The sheriff will provide a bunk and a bologna sandwich, but that will not stop the virus from reaching your communal cell.

The point is not to incite class warfare, but to recognize that some have it easier than others.

During a pandemic, our first instinct is to worry about ourselves and our loved ones, that’s biological. But by now, we know how to stay healthy and understand the importance of commerce. We have time to think about the less fortunate.

Recently, I wrote about how grocery stores are providing less surplus food to food banks due to hoarding. If you bought a little extra, leaving others without, then allow me to suggest that every dollar you give a food bank will enable them to provide 10 pounds of food to the needy.

Restaurants are closed, but many places are offering take-out. My family buys several meals a week from our favorite restaurants, not because we cannot cook, but because we want to keep those businesses afloat.

My favorite men’s shop is shuttered, but the manager offered to deliver clothing to his regular customers. I took him up on the offer, found some exceptional items, and gave

him money to help pay the rent on his empty store.

When two dancers living across the street offered a clothed, public performance on Instagram to raise money for rent and utilities, my wife and I stuffed some cash in their virtual g-strings.

Lastly, as regular readers know, I routinely encourage our politicians to respond to this crisis with mercy, not with political pandering and empty machismo.

My family can do these things because we are among the top 20 percent of earners who have a median annual income of \$214,000. We work from home, secure in our jobs.

We choose to do these things because we love our community, and we understand cash flow is critical to all businesses, not to mention keeping people housed and fed. We can afford a private economic stimulus program.

If we want to avoid another Great Depression, we must keep the economy going. Under a stay-at-home order, that means generosity toward our neighbors, and the businesses we rely on.

Tomlinson writes commentary about business, economics and policy. twitter.com/cltomlinson chris.tomlinson@chron.com

Legal Notices

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email legals@chron.com
or call 713.224.6868.

NOTICE TO CREDITORS	NOTICE TO CREDITORS	BIDS & PROPOSALS	BIDS & PROPOSALS
<p style="font-size: 24px; font-weight: bold; text-align: center;">Notice To Creditors Ad</p> <p style="font-size: 36px; font-weight: bold; text-align: center;">\$74.00*</p> <p style="text-align: center;">Call the Legals Team 713-224-6868 Ext. 6435 or 4204</p> <p style="font-weight: bold; text-align: center;">*\$74.00 includes first 36 lines and 1 Affidavit of Publication</p> <p style="font-weight: bold; text-align: center;">*\$1.92 per line over 36 lines</p>	<p style="font-size: 10px; text-align: center;">ADVERTISEMENT FOR SUBCONTRACTOR PROPOSALS</p> <p style="font-size: 8px; text-align: center;">Lone Star College - Health Professions Center (HPC)</p> <p style="font-size: 8px;">Tellepsen Builders, L.P., serving as CMAR for Lone Star College, in accordance with Texas Government Code 2269, requests Guaranteed Maximum Price proposals from the following trades for the Kingwood Campus - Health Professions Center: Ornamental Metal Railings, Wayfinding Signage & Graphics, Dental Suite Equipment, Building Automation Controls, Data & Telecommunications Backbone Cabling, Electronic Safety & Security and Pavement Markings. Note: Proposals for all other scopes of work were solicited previously and awarded subsequently.</p> <p style="font-size: 8px;">It is the policy of Lone Star College and Tellepsen Builders, L.P., to actively seek the involvement of Historically Underutilized Businesses (HUB) in its construction projects. Lone Star College and Tellepsen Builders, L.P., recognize probable subcontracting opportunities for HUB in the proposal package. HUB certification forms, as required by the package documents, shall accompany each proposal that is submitted. Proposals submitted without all required information, and in the order and manner specified, may result in the proposal being considered non-responsive.</p> <p style="font-size: 8px;">Proposals are due to Tellepsen Builders, L.P. at 2:00 P.M. local time on Thursday 16, April 2020. Complete bid forms and proposals are to be uploaded to the Smart Bid Net System. To receive your invitation to Smart Bid, please contact Paul Bain by email at pbain@tellepsen.com or phone at 281-272-4922. If you are unable to upload your proposal, please contact Paul Bain to discuss alternative delivery methods. Late Proposals will not be accepted.</p> <p style="font-size: 8px;">All proposals shall remain valid for 90 days. The owner, CM at Risk and Architect reserve the right to reject any and all bids, to waive any informalities and irregularities in the proposal process and to make awards in the best interest of Lone Star College.</p> <p style="font-size: 8px;">Project Documents are available at the following locations for respondents to review for preparation of their Proposals:</p> <ul style="list-style-type: none"> • Tellepsen’s Houston Office - 777 Benmar, Suite 400, Houston, TX 77060 • SmartBidNet- By Invitation <p style="font-size: 8px;">Contact Paul Bain at (281-272-4922) or pbain@tellepsen.com for information.</p>	<p style="font-size: 10px; text-align: center;">ADVERTISEMENT FOR DESIGN-ASSIST SERVICES PROPOSALS</p> <p style="font-size: 8px; text-align: center;">San Jacinto Community College District (SJCCD)</p> <p style="font-size: 8px; text-align: center;">Central Campus Classroom Building</p> <p style="font-size: 8px;">Tellepsen Builders, L.P., serving as CMAR for the San Jacinto College District, requests Guaranteed Maximum Price proposals from Glass & Glazing and Drywall sub-contractors ONLY for the SJC Central Campus Classroom Building.</p> <p style="font-size: 8px;">Proposals are due to Tellepsen Builders, L.P. at or before 2:00 P.M. local time on Thursday 23, April 2020. Complete bid forms and proposals are to be uploaded to the Smart Bid Net System. To receive your invitation to Smart Bid, please contact Paul Bain by email at pbain@tellepsen.com or phone at (281)272-4922. If you are unable to upload your proposal, please contact Paul Bain to discuss alternative delivery methods.</p> <p style="font-size: 8px;">All proposals shall remain valid for 90 days. The owner, CM at Risk, and Architect reserve the right to reject any and all bids, to waive any informalities and irregularities in the proposal process and to make awards in the best interest of the San Jacinto Community College District.</p> <p style="font-size: 8px;">Project Documents and Specifications are available at the following locations for respondents to review for preparation of their Proposals:</p> <ul style="list-style-type: none"> • Tellepsen’s Houston Office - 777 Benmar, Suite 400, Houston, TX 77060 • SmartBidNet- By Invitation • Contact Paul Bain at (281-272-4922) or pbain@tellepsen.com for information. 	<p style="font-size: 10px; text-align: center;">REQUEST FOR COMPETITIVE SEALED PROPOSALS</p> <p style="font-size: 8px; text-align: center;">2020 Matzke Road: Site Clearing & Grubbing Package</p> <p style="font-size: 8px; text-align: center;">CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT</p> <p style="font-size: 8px; text-align: center;">Cypress-Fairbanks ISD Proposal No. 20-03-5470R-RFP</p> <p style="font-size: 8px;">The Cypress-Fairbanks Independent School District will accept Base Competitive Sealed Proposals until 2:00 P.M. on Tuesday, April 21, 2020 at the Cypress-Fairbanks Independent School District Windfern Administrative Annex, 12510 Windfern Road, Houston, Texas 77064 for the 2020 Matzke Road: Site Clearing & Grubbing Package project. A Pre-Proposal Conference will be held on Monday, April 13, 2020 at 10:00 A.M. at the above location. Proposal Evaluation Criteria are published in the "Instructions to Offerors" section of the proposal documents. Plans and specifications will be released after Monday, April 6, 2020, and are available to general contractors from the following address upon deposit of \$150.00 per set and submittal of a fully executed Contractor's Qualification Statement, AIA Document A305 to: PBK Architects, Inc., 11 Greenway Plaza, 22nd Floor, Houston, Texas 77046, 713-965-0608. The Owner reserves the right to waive any informalities and to reject any or all proposals.</p>

BIDS & PROPOSALS	BIDS & PROPOSALS
<p style="font-size: 8px;">LEGAL NOTICE</p> <p style="font-size: 8px;">BakerRipley, a non-profit human services organization, announces a Request for Proposal (RFP) #20-07 for Vendor Web Portal Solution. The RFP will be posted on our website at http://www.bakerripley.org/about/vendors on April 14, 2020. Interested Vendors can submit a proposal for Vendor Web Portal Solution to abrown@bakerripley.org. The deadline for submitting a proposal is Tuesday, June 2, 2020 by 2:00 PM (CT). BAKERRIPLY ENCOURAGES SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES TO APPLY</p>	<p style="font-size: 8px;">LEGAL NOTICES</p> <p style="font-size: 8px;">Houston Eye Associates wishes to congratulate Malcolm Mazow, M.D. on his retirement beginning May 1, 2020. We thank him for his dedication to his patients for over 50 years and wish him the best! Patient medical records will be maintained by Houston Eye Associates 7155 Old Katy Road, Suite N100, Houston, Texas 77024. Records may be requested at 713-668-6828.</p> <p style="font-size: 8px;">Dr. Victor Chang, Dr. Belu Allam, and Dr. Ruchi Shah are departing from Houston Eye Associates. Patient medical records will be maintained by Houston Eye Associates 7155 Old Katy Road, Suite N100, Houston, Texas 77024. Records may be requested at 713-668-6828.</p>

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TWO THINGS THAT KEEP YOU UP AT NIGHT

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HOUSTON CHRONICLE

HoustonChronicle.com

LEGAL NOTICES	LEGAL NOTICES	LEGAL NOTICES
<p style="font-size: 8px;">LEGAL NOTICE</p> <p style="font-size: 8px;">BakerRipley, a non-profit human services organization, announces a Request for Proposal (RFP) #20-06 for Locksmith Services. The RFP will be posted on our website at http://www.bakerripley.org/about/vendors on April 7, 2020. Interested Vendors can submit a proposal for Locksmith Services to abrown@bakerripley.org. The deadline for submitting a proposal is Thursday, May 7, 2020 by 10:00 AM (CT). BAKERRIPLY ENCOURAGES SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES TO APPLY</p>	<p style="font-size: 8px;">NOTICE TO BIDDERS</p> <p style="font-size: 8px;">The Metropolitan Transit Authority of Harris County, Texas (METRO) is planning to issue the procurement documents listed in this advertisement. RFP 4020000127: Program Management Information System for Planning Engineering & Construction. Solicitation will be available on or about April 6, 2020. Prospective bidders/proposers can view and download these solicitations by visiting METRO’s website at https://www.ridemetroapp.org/procurement/. If you are unable to download the documents or are having difficulty, please contact METRO Plan and Bid Room at (713) 739-4881.</p>	<p style="font-size: 8px; text-align: center;">Metropolitan Transit Authority</p> <p style="font-size: 8px; text-align: center;">NOTICE OF PUBLIC COMMENT</p> <p style="font-size: 8px;">At its January 23, 20 meeting, the Board of Directors of the Metropolitan Transit Authority of Harris County, Texas (METRO) approved the FY2019 Urbanized Area Formula, the FY2019 State of Good Repair and the FY2019 Bus and Bus Facilities Programs of Projects. These Programs of Projects will be funded with grant support from the United States Department of Transportation Section 5307, Section 5337 and Section 5339 of the Fixing America’s Surface Transportation Act (FAST Act). A complete listing of the projects can be found at: http://www.ridemetro.org/Pages/NewsPublicHearing.aspx.</p> <p style="font-size: 8px;">Members of the public may submit comments in writing to METRO Grant Programs office on the 5th floor, 1900 Main, Houston, TX 77002; or, requests for a public hearing will be accepted until 5:00 p.m., Friday, April 24, 2020. Further information may be obtained by contacting Albert Lyne, METRO Director of Grant Programs, at 713-739-4697 or al21@ridemetro.org. The approved FY2019 Program of Projects outlined above will become the final Program of Projects unless amended by the Board of Directors.</p>

BUSINESS



Philip Pacheco / Bloomberg

Joe Conte, co-owner of Water2Table Fish Co. in San Francisco, has pivoted from a restaurant supplier to making local deliveries of fresh seafood to consumers.

13-hour rescue plans and guts: How one industry is surviving

By Saijel Kishan and Michael Nasson
BLOOMBERG NEWS

Chad Inver used to supply wheels of cheese, 100-pound batches of beef fillets and cases of butter to restaurants, bars and hotels around Philadelphia. Now in the wake of America's coronavirus shutdown, he's surviving by selling goods to households via Ziploc bag.

After Pennsylvania issued lockdown orders in mid-March, forcing many customers to close, Inver spread the word on Facebook that he'd be selling items like 5-pound bags of pasta and 1-pound cases of mushrooms — for pick-up or home delivery — in a bid to keep afloat Larry Inver Wholesale Foods, which he runs with his parents. A few weeks in, it's working. Sales are surging, and the company has added two employees to meet demand.

"It's been crazy busy," said the 26-year-old Inver. "We've managed to generate almost the same amount of revenue that we had before the lockdown."

Inver is part of a growing number of food wholesalers who are pivoting to households to avoid a shutdown and laying off workers amid the covid-19 outbreak that's decimated small businesses. Over the past few years, the so-called direct-to-consumer movement has taken hold in categories like clothing and beauty with firms offering lower prices by eliminating the retailer middlemen. Food producers hadn't been as

quick to embrace this model, but are now catching up out of necessity.

What this shift means for the industry's long-term future remains to be seen. Overall, about 60 percent of small businesses have temporarily pivoted their operations during the pandemic, according to Hello Alice, which offers advice and resources to small companies. And nearly 10 percent have made a permanent change.

Out on the west coast, the switch to retail meant that Joe Conte could hire back most of the workers that he'd laid off. He was preparing to close Water2Table Fish Co. after restaurant orders for halibut, black cod and sea bass evaporated when the Bay Area enacted America's first shelter-in-place order on March 16. But within a week, he started selling seafood to households.

On a typical day at San Francisco's Pier 45, Conte, who buys from local fishing boats, is putting together more than a hundred home deliveries for the Bay Area. The new program is generating about 60 percent of the revenue that he did from restaurants.

Since the lockdowns in the U.S., financially stricken small businesses are enacting a range of measures so they don't have to close. Restaurant owners have resorted to crowd funding and selling vouchers, fitness instructors are holding classes online and skin care companies are selling hand sanitizers. Still, the road ahead for

them is precarious. Overhauling a business quickly, including revamping supply chains and finding enough new customers, is no doubt difficult. More than 10 percent of small businesses are on the verge of closing for good within the next month, according to a poll released by the U.S. Chamber of Commerce. Their survival is key because as a group they account for almost half of U.S. private employment.

In Atlanta, Kirk Halpern, who supplies restaurants in Georgia and South Carolina, had to quickly change when his business, Farmers & Fishermen Purveyors, collapsed. He reckons that 97 percent of sales got wiped out in one day last month; what he described as "boom...gone."

The 56-year-old responded by mapping out a plan over 13 hours to shift from supplying restaurants to delivering to households. His wife provided inspiration by asking friends if they wanted friends-and-family meat and seafood packages. Enough people responded that it gave him confidence to go public.

And so far Halpern is surviving. Gross profit is down about a quarter from before the crisis struck because the big orders from restaurants, which can total \$5,000, are gone, and being replaced by purchases that average less than \$200. But he's managed to keep his vans running and employees working. Both Halpern and Inver in Philadelphia said they plan to continue offering home deliveries once the pandemic passes.

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BIDS & PROPOSALS	BIDS & PROPOSALS	BIDS & PROPOSALS	BIDS & PROPOSALS
<p>ADVERTISEMENT FOR DESIGN-ASSIST SERVICES PROPOSALS San Jacinto Community College District (SJCCD) Central Campus Classroom Building</p> <p>Tellepsen Builders, L.P., serving as CMAR for the San Jacinto College District, requests Guaranteed Maximum Price proposals from Glass & Glazing and Drywall sub-contractors ONLY for the SJC Central Campus Classroom Building.</p> <p>Proposals are due to Tellepsen Builders, L.P. at or before 2:00 P.M. local time on Thursday 23, April 2020. Complete bid forms and proposals are to be uploaded to the Smart Bid Net System. To receive your invitation to Smart Bid, please contact Paul Bain by email at pbain@tellepsen.com or phone at (281)272-4922. If you are unable to upload your proposal, please contact Paul Bain to discuss alternative delivery methods.</p> <p>All proposals shall remain valid for 90 days. The owner, CM at Risk, and Architect reserve the right to reject any and all bids, to waive any informalities and irregularities in the proposal process and to make awards in the best interest of the San Jacinto Community College District.</p> <p>Project Documents and Specifications are available at the following locations for respondents to review for preparation of their Proposals:</p> <ul style="list-style-type: none"> • Tellepsen's Houston Office -777 Benmar, Suite 400, Houston, TX 77060 • SmartBidNet- By Invitation • Contact Paul Bain at (281-272-4922) or pbain@tellepsen.com for information. 	<p>REQUEST FOR COMPETITIVE SEALED PROPOSALS</p> <p>2019 HIGH SCHOOL BAND TOWER REPLACEMENTS, HUCKABEE PROJECT NO. 1818-01-01; PROPOSAL NO. 19-11-5447R-RFP CYPRESS-FAIRBANKS INDEPENDENT SCHOOL DISTRICT</p> <p>The Cypress-Fairbanks Independent School District will accept Competitive Sealed Proposals until 2:00 P.M. on Tuesday, April 28, 2020 at the Cypress-Fairbanks Independent School District Facilities and Construction Office, 11430 Perry Road, Building B, Houston, Texas 77064. A Pre-Proposal Conference will be held Wednesday, April 22, 2020 at 10:00 A.M. at the Cypress-Fairbanks Independent School District Purchasing Office, Windfern Administrative Annex, 12510 Windfern Road, Houston, Texas 77064. Proposal Evaluation Criteria are published in the "Instructions to Proposers" section of the proposal documents. Plans and specifications will be released Thursday, April 16, 2020, and will be available from Huckabee at www.huckabee-inc.com/construction/ upon request. The Owner reserves the right to waive any informalities and to reject any or all proposals.</p>	<p>LEGAL NOTICE</p> <p>BakerRipley, a non-profit human services organization, announces a Request for Proposal (RFP) #20-07 for Vendor Web Portal Solution. The RFP will be posted on our website at http://www.bakerripley.org/about/vendors on April 14, 2020.</p> <p>Interested Vendors can submit a proposal for Vendor Web Portal Solution to abrown@bakerripley.org</p> <p>The deadline for submitting a proposal is Tuesday, June 2, 2020 by 2:00 PM (CT). BAKERRIPLY ENCOURAGES SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES TO APPLY</p>	<p>Sealed Bid Solicitation #PR1-20 Houston-Galveston Area Council Cooperative Purchasing Program Parks and Recreation Equipment</p> <p>Pre-Bid Conference: 04/23/20 @ 9 am Response Deadline: 06/17/20 @ 1pm Public Opening: 06/17/20 @ 2pm 3555 Timmons Lane, Houston, TX. Per ADA, reasonable accommodation provided with 24 hour prior notice. 713-499-6693 or www.hgacbuy.org for info.</p>

SEALED QUALIFICATIONS WILL BE RECEIVED BY PROCUREMENT SERVICES, PORT OF HOUSTON AUTHORITY EXECUTIVE OFFICE BUILDING, ATTN: BID/PROPOSAL RECEIPT DEPARTMENT, 111 EAST LOOP NORTH, HOUSTON, TEXAS 77029 UNTIL 11:00 A.M., ON MAY 19, 2020 FOR THE FOLLOWING:

PROFESSIONAL ENGINEERING SERVICES FOR PROFESSIONAL ENGINEERING SERVICES TO DESIGN WHARF 7 AND OPTIONAL WHARF 1 AT BAYPORT CONTAINER TERMINAL (RFQ-1485).

NOTE: THERE IS NO PRELIMINARY MEETING SCHEDULED FOR THIS PROJECT

FIRMS INTERESTED IN SUBMITTING QUALIFICATIONS FOR THIS PROCUREMENT MAY OBTAIN A COPY OF THE RFQ FROM THE PORT OF HOUSTON AUTHORITY'S WEBSITE. <http://buyspeed.poha.com/procurement/>. If you are unable to download the documents or are having difficulty, please contact METRO Plan and Bid Room at (713) 739-4881.

NOTICE TO BIDDERS

The Metropolitan Transit Authority of Harris County, Texas (METRO) is planning to issue the procurement documents listed in this advertisement. **RFP 4020000127: Program Management Information System for Planning Engineering & Construction.** Solicitation will be available on or about April 6, 2020.

Prospective bidders/proposers can view and download these solicitations by visiting METRO's website at <https://www.ridemetroapp.org/procurement/>. If you are unable to download the documents or are having difficulty, please contact METRO Plan and Bid Room at (713) 739-4881.

LEGAL NOTICES	LEGAL NOTICES	LEGAL NOTICES	NOTICE TO CREDITORS
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Metropolitan Transit Authority
NOTICE OF PUBLIC COMMENT

At its January 23, 20 meeting, the Board of Directors of the Metropolitan Transit Authority of Harris County, Texas (METRO) approved the FY2019 Urbanized Area Formula, the FY2019 State of Good Repair and the FY2019 Bus and Bus Facilities Programs of Projects. These Programs of Projects will be funded with grant support from the United States Department of Transportation Section 5307, Section 5337 and Section 5339 of the Fixing America's Surface Transportation Act (FAST Act). A complete listing of the projects can be found at:

<http://www.ridemetro.org/Pages/NewsPublicHearing.aspx>

Members of the public may submit comments in writing to METRO Grant Programs office on the 5th floor, 1900 Main, Houston, TX 77002; or, requests for a public hearing will be accepted until 5:00 p.m., Friday, April 24, 2020. Further information may be obtained by contacting Albert Lyne, METRO Director of Grant Programs, at 713-739-4697 or al21@ridemetro.org. The approved FY2019 Program of Projects outlined above will become the final Program of Projects unless amended by the Board of Directors.

THE HOUSING AUTHORITY OF THE CITY OF PORT ARTHUR
NOTICE OF INVITATION FOR BID
IFB No. B20001
SALE OF SINGLE-FAMILY HOMES

AGENCY CONTACT PERSON Alyce Williams, Procurement Officer
Telephone: 409-984-2660
E-mail (preferred): alyce.williams@pahousing.org
TDD: 800-735-2989 (800-RELAY TX)

HOW TO OBTAIN THE IFB DOCUMENT Call or e-mail Alyce Williams and a copy of the document will be e-mailed to you. Our office is currently closed to the public; however, arrangements may be made to pick up a hard copy if necessary.

VIEWING OF PROPERTIES Viewing of properties may be arranged by calling or e-mailing Alyce Williams no later than Friday, April 24, 3:00 PM.

PROPERTIES FOR SALE All properties are located in Port Arthur, Texas.
5001 Lakeshore Drive
4245 Ashland Drive
3900 Dryden Road
3908 Rachel Avenue
3435 40th Street
2140 Woodrow Drive
6324 Diamond Avenue
2001 Green Avenue
3747 28th Street
2100 Evergreen Drive
2960 27th Street
1126 Rosedale Drive
3909 5th Street

BID SUBMITTAL RETURN Bidders shall submit a separate bid for each property they wish to bid on. Bids may be mailed to: Alyce Williams, Procurement Officer
Agency Administrative Office
920 DeQueen Blvd., Port Arthur, TX 77640
Or bids may be e-mailed to: alyce.williams@pahousing.org

BID SUBMITTAL DEADLINE Friday, May 8, 2020, 3:00 PM. Late bids shall be rejected.

All qualified individuals and businesses are encouraged to respond.

ADVERTISEMENT FOR SUBCONTRACTOR/VENDOR PROPOSALS

Spring Independent School District (Spring ISD)
Salyers Elementary School Drainage and Site Improvements
SHS Natatorium Renovation
Westfield HS NJROTC Renovations
Gordan M. Anderson Leadership Center Renovation
Bammel MS Pre-K Conversion

Tellepsen Builders, L.P. - Construction Manager at Risk (CMAR) for the Spring ISD, 2020 Summer Projects is requesting proposals for these projects. Included in these packages are:

- Salyers Elementary School
Project Description - Drainage and Site Improvements
- SHS Natatorium Renovation
Project Description - Existing Spring HS Natatorium Facility Renovations to bring facility up to code, pool and equipment refurbishing, replace existing diving stands and boards, installation of two new pool lifts; interior renovations of coaches' offices and locker room facilities & accessibility upgrades.
- Westfield HS NJROTC Renovations
Project Description - Renovations to 1st floor of Westfield HS to accommodate JROTC program currently housed in portable buildings; demolition, interior renovations, upgrades to MEPT systems, relocation of SPED programs.

Projects to be included on a future update:
Gordan M. Anderson Leadership Center Renovation
Project Description - approx. 11K sqft of renovation of a second floor of an existing building; demolition of some walls, interior finishes and accessibility improvements.

Bammel MS Pre-K Conversion
Project Description - 4 classroom interior renovation to accommodate the Pre-K/K program. Clear site for playground and fencing. Awaiting Survey for site work.

Proposals are due to Tellepsen Builders, L.P. at 2:00 P.M. local time on Thursday, April 23. Submit via email to bidmaker@tellepsen.com, fax to (281-931-4468), or hand/mail delivery to Tellepsen at 777 Benmar Drive, Suite 400, Houston, TX 77060. Late proposals are not accepted.

Project Documents and Specifications are available at the following locations for Respondents to review in preparation of their Proposals:

- Tellepsen's Houston Office -777 Benmar, Suite 400, Houston, TX 77060
- SmartBidNet- By Invitation only contact Mercedes Lopez mlopez@tellepsen.com
- AGC - Houston - 3825 Dacoma St., Houston, TX 77092 (713-843-3700)
- National Association of Minority Contractors - 3825 Dacoma St., Houston, TX 77092 (713-843-3791)

Contact Mercedes Lopez at 281.272.4939, mlopez@tellepsen.com for information regarding this project.

Stay legal and get noticed by emailing our team at legals@chron.com or calling 713.224.6868

HOUSTON CHRONICLE
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*\$74.00 includes first 36 lines and 1 Affidavit of Publication
*\$1.92 per line over 36 lines

NOTICE TO CREDITORS

Notice is hereby given that original Letters of Administration for the Estate of ALFRED HASELOFF, JR., Deceased, were issued on April 6, 2020, in Cause No. PR40144, pending in the County Court at Law No. 2 and Probate Court, Brazoria County, Texas, to: SHAWN HASELOFF. All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: **A. G. Crouch**
Attorney at Law
235 W. Sealy Street
Alvin, Texas 77511
DATED the 9th day of April, 2020.
/s/ A. G. Crouch
A. G. Crouch
Attorney for SHAWN HASELOFF
State Bar No.: 05148000
235 W. Sealy Street
Alvin, Texas 77511
Telephone: (281) 331-5288
Facsimile: (281) 331-9346
E-mail: agcrouch@crouchlawoffice.com

Dr. David Cech is leaving the Houston Methodist Department of Neurosurgery. His last day will be May 2nd, 2020. Patients needing copies of medical records or a referral to another neurosurgeon may call 713-441-3800.

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HOUSTON CHRONICLE
HoustonChronicle.com

Auto insurers are issuing \$7B in coronavirus refunds

By Abdel Jimenez
CHICAGO TRIBUNE

With highways and roads abandoned as motorists stay home during the COVID-19 health crisis, the nation's biggest auto insurers are refunding policyholders more than \$7 billion.

Fewer cars on the road typically means fewer accident claims, and according to Arity, a data and analytics firm owned by Allstate, the total number of miles driven nationwide since March 8 is down by more than half.

Here is a list of auto insurers, with details on what they are offering:

State Farm, a mutual insurer owned by its policyholders, will give its customers a \$2 billion rebate. Most policyholders will get a 25 percent credit for the weeks between March 30 and May 31, the Bloomington-based insurer said. State Farm said the percentage awarded will vary by state.

Geico will give back about \$2.5 billion to its auto and motorcycle customers. The company will issue a 15 percent credit as those policies come up for renewal between April 8 and Oct. 7. The credit also applies to new policies purchased with Geico during that time period.

Progressive Insurance said it will offer its personal auto policyholders a 20 percent credit for their April and May premiums, totaling about \$1 billion. Customers can expect those credits to be automatically applied to their accounts in May and June.

Allstate will return about \$600 million to its customers, which most policyholders will get back in the form of a roughly 15 percent credit on their premiums in April and May. Customers will receive the rebate through a credit to their bank account, credit card or on their Allstate account.

USAA, a member-owned association based in San Antonio, Texas, said it will return \$520 million to its members. Policy-

holders will receive a 20 percent credit on two months of premiums.

Liberty Mutual said it would return about \$250 million to personal auto insurance customers in the form of a 15 percent refund on two months of their annual premiums. The refunds will begin in April.

American Family Insurance will return about \$200 million to policyholders. The Madison, Wisconsin-based insurer will return \$50 for each vehicle insured.

The Hartford, which has an exclusive agreement with AARP to sell auto and home insurance products to its members, said it will give back about \$50 million to its auto customers in the next couple of months. Most customers will receive a 15 percent refund on their April and May premiums.

Farmers Insurance and 21st Century Insurance also said their customers will receive a 25 percent reduction in April premiums.

Nationwide said it will offer a one-time premium refund of \$50 for each insured vehicle. Customers will receive a refund in the next 30 days to their most recent method of payment.

Travelers said it will give its auto insurance customers a 15 percent credit on their April and May premiums.



COOPERATIVE PURCHASING PROGRAM
 Houston-Galveston Area Council of Governments
 3555 Timmons, Suite 120, Houston, TX 77027
 Phone: 800-926-0234 Fax: 713-993-4548
www.hgacbuy.org

INVITATION TO SUBMIT COMPETITIVE:	<input type="checkbox"/> BIDS	<input checked="" type="checkbox"/> PROPOSALS
INVITATION NO.: PR11-20	ISSUE DATE: May 21, 2020	
CATEGORY: PARKS & RECREATION EQUIPMENT		

PURPOSE OF THIS INVITATION

The Cooperative Purchasing Program (HGACBuy) of the Houston-Galveston Area Council of Governments is soliciting offerings for the furnishing of products/services as described herein.

NOTE: Only responses submitted online will be accepted. Responses are scheduled to be formally “opened” by H-GAC on the date and time indicated in the table below. Any responses submitted later than 1:00 p.m. on the due date will be deemed non-responsive and rejected.

PROCUREMENT SCHEDULE & DETAILS

DRAFT SPECIFICATION / INVITATION:	March 26, 2020
PRE-BID/PROPOSAL CONFERENCE:	April 23, 2020 @ 9:00 a.m. CT; Conference Room B, 2nd floor
FINAL SPECIFICATION / INVITATION:	May 21, 2020
PROPOSAL RESPONSES DUE:	June 17, 2020 @ 1:00 p.m. CT; H-GAC Clock
PUBLIC RESPONSE OPENING:	June 17, 2020 @ 2:00 p.m. CT; H-GAC Clock
RECOMMENDATIONS TO BOARD:	August 18, 2020
CONTRACT START DATE & TERM:	November 1, 2020 – July 31, 2022 (2 years)
The documents comprising this Invitation are available via web download at: https://www.hgacbuy.org/bids/	
For assistance regarding this Invitation, please contact:	
Name: Neal Witty Phone: 713-499-6693 E-mail: neal.witty@h-gac.com	

CONTENTS OF THIS INVITATION

- SECTION-A:** General Terms & Conditions
- SECTION-B:** Product/Service Specific Requirements & Specifications
- SECTION-C:** HGACBuy Forms
- SECTION-D:** Pro-Forma (Sample) Contract
- FORMS:** W-9, CIQ, 1295, HB89, CIF



SECTION-A
GENERAL TERMS & CONDITIONS
FOR BIDS AND PROPOSALS

INVITATION No. PR11-20
DESCRIPTION: Parks & Recreation Equipment

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1. INTRODUCTION

The Houston-Galveston Area Council (**H-GAC**) is a "Government-to-Government" procurement service for States, State Agencies, Local Governments, Districts, Authorities, and qualifying Not-for-Profit Corporations (**End Users**). End Users become **Members** of the **H-GAC** Cooperative Purchasing Program (**HGACBuy**) by executing an Interlocal Contract, which is free of cost and evergreen unless cancelled. **HGACBuy**, acting on behalf of **Members**, is soliciting competitive offerings for the furnishing of products and/or services, as described elsewhere, which MAY be purchased by **Members** during the contract term. **Members** using the Program issue purchase orders directly to **HGACBuy** contractors.

2. DEFINITIONS, ABBREVIATIONS & ACRONYMS

The following definitions, abbreviations and acronyms may be found in these specifications, and shall be interpreted herein as specified below.

Definitions and Abbreviations:

Acceptance. Acceptance takes place when the **End User** agrees with the **Contractor** that the terms and conditions of the contract have been met and verified. Acceptance is not the same as Receipt, and can only occur after intact shipping, inspection by **End User**, and any onsite testing that has been stipulated as part of the order

Aggregate/Single Occurrence. The term "*aggregate*" in insurance terms is the sum of all claims against a specific policy for a specific loss incident. The term "*single occurrence*" differentiates between multiple claims and single claims against a specific policy. The inherent value of a policy's aggregate value is less important to an **End User** than is the value of a single claim as stated under "*single occurrence*."

Approved. Acceptable to the "authority having jurisdiction."

ARO. "After Receipt of Order". Used in conjunction with a defined time period (usually days or weeks) to establish the delivery or lead time pursuant to any individual purchase transaction. In the case of orders for bodies which will be mounted on a customer furnished cab/chassis, the term ARO shall be construed to mean "After Receipt of Cab/Chassis".

Authority Having Jurisdiction. The authority shall be either **H-GAC** or the relevant **End User** based on the requirements as stated in each specification item. Unless specifically stated, the authority shall be **H-GAC**.

Bidder. Any entity that submits a competitive bid to this Invitation. (See also "**Offeror**")

Change Order. Request by an **End User** for a change in the composition of an already submitted purchase order, for example to change quantity ordered, add or delete items, etc.

Contract. Specifically, a contract between **H-GAC** and a successful **Offeror** which is executed based on an award made pursuant this Invitation.

Contract Pricing Worksheet. The standard **H-GAC** form to be used by **Contractor** in preparing a quotation to an End User, upon which End User's purchase order will be based. **Contractor** may use another quotation form provided it contains required information, and only if approved by **H-GAC**.

Contractor. The contracted business entity responsible for fulfilling a contract executed pursuant to this Invitation.

Dealer/Distributor. A duly authorized and/or franchised business entity which sells and services a manufacturer's product in a specified marketing area.

Defect. A discontinuity in a part or a failure to function that interferes with the service or reliability for which the part was intended.

Electronic Media. As used herein, means computer based media such as 100mb Zip Disk, CDRom, e-mail, e-mail attachment, file downloaded from the web, etc.

End User. (See "**Participant**" and "**Member**")

Listed. Equipment or materials included in a list published by an organization, acceptable to the "Authority Having Jurisdiction" and concerned with product evaluation, that conducts periodic inspection of production of listed equipment or materials and whose listing states either that the equipment or materials meet appropriate standards or has been tested and found suitable for use in a specified manner. NOTE: The means for identifying listed equipment may vary for each organization concerned with product evaluation, some of which do not recognize equipment as listed unless it is also labeled. The "authority having jurisdiction" should utilize the system employed by the listing organization to identify a listed product.

Manufacturer. The person or persons, company firm, corporation, partnership, or other organization responsible for taking raw materials or components and making a finished product.

May. A term indicating a permissive use or an acceptable alternative to a specified requirement.

Member. An authorized Participant in the Program. (See "**Participant**" and "**End User**")

Motor Vehicle. The meaning of this term shall be based on the legal definition ascribed to it by the laws and/or regulations of the state in which any specific sale made pursuant to a Contract takes place.

Must. A term indicating a mandatory requirement.

Offer or Offering. Any product or service offered in reply to this Invitation.

Offeror. Any entity that submits a competitive bid or proposal in response to this Invitation. Bidder or Proposer.

Participant. Generally, any qualifying governmental or non-profit entity which has executed an Interlocal Contract for cooperative purchasing services with **H-GAC**.

Product Liability Insurance. Failure of Components and/or assembled equipment resulting in personal injury, disability or death and/or property damage is covered under the product liability insurance provisions.

Product or Product Item. Any of the specific goods, materials, equipment or service(s) specified in this Invitation. This term encompasses the base line item itself, and any and all accessories, options, modifications, ancillary services, assembly, testing, etc. that may be included in the delivered Product.

Proposer. Any entity that submits a competitive proposal in response to this Invitation. (See also "**Offeror**")

Purchaser. The **End User** having responsibility for the specification, requisition, ordering and acceptance of the Product or Service. (See also "**End User**")

Purchasing Authority. The agency that has sole responsibility and authority for negotiating, placing and, if necessary, modifying any solicitation, purchase order, or other award issued by a governing body [**H-GAC**].

Quotation. See "Contract Pricing Worksheet".

Receipt. Receipt takes place when a Product or Service is delivered to an **End User** and a document is executed that establishes that the Product is now in the possession of the **End User** or that the Service has been completed. Receipt DOES NOT connote or imply Acceptance.

Response. All or part of any offering submitted in response to this Invitation.

Shall. A term indicating a mandatory requirement or action.

Should. A term indicating a recommended or advised response to a specified requirement.

Vendor. A manufacturer's representative or dealer authorized to make sales and supply parts and service.

Acronyms:

ANSI = **A**merican **N**ational **S**tandards **I**nstitute

ASTM = **A**merican **S**ociety for **T**esting and **M**aterials

ASME = American Society of Mechanical Engineers
CFR = U.S. Code of Federal Regulations
DOJ = U.S. Deartment Of Justice
DOT = U.S. Deartment Of Transportation
EPA = U.S. Environmental Protection Agency
FAA = Federal Aviation Administration
FMVSS = U.S. Federal Motor Vehicle Safety Standards
H-GAC = Houston-Galveston Area Council of Governments
IEEE = Institute of Electrical and Electronics Engineers
MVD = Motor Vehicle Division of Texas Department of Transportation
NFPA = National Fire Protection Association
NHTSA = National Highway Traffic Safety Admistration
NIOSH = National Institute For Occupational Safety And Health
NIST = National Institute of Standards and Technology
NTEA = National Truck Equipment Association
OSHA = U.S. Occupational Safety and Health Admistration
RRC = Railroad Commission of Texas
SAE = Society of Automotive Engineers
TBPC = Texas Building and Procurement Commission (formerly GSC)
TxDOT = Texas Deartment Of Transportation
UL = Underwriter's Laboratories Inc.
VTCS = Vernon's Texas Civil Statutes

3. NON-BINDING ORAL COMMENTS

No oral comment, utterance or response made by any employee, member, or agent of **H-GAC** or any Member of the Cooperative Purchasing Program shall be considered factual or binding with regard to this Invitation, or any contract awarded as a result of this Invitation. Valid and binding terms, conditions, provisions, changes or clarifications, or requests thereof, shall **ONLY** be communicated written form.

4. STRUCTURE OF RESPONSE

Depending on the Product or Service, market structures and sales practices can differ substantially. For example, dealers may sell into any market or may be restricted to certain territories, manufacturers may sell direct or may be limited by law to selling thru independent dealerships, etc. **H-GAC's** objective is to ensure that **End Users**, no matter where located, can buy contracted products/services and receive quality and timely service and support, while at the same time allowing for the most appropriate and effective response to this Invitation. Therefore, responses to this Invitation will be accepted in conformance with the following scenarios and requirements:

A. Single Respondent Acting Alone Or As "Lead" For A Group:

Offeror shall complete and sign a **Form A** and, if contracted, shall be solely responsible for all contractual requirements including administration, processing of purchase orders and handling of payments for transactions which may involve other dealers who actually deliver the products or services.

B. Multiple Respondents Acting Jointly:

A single Response shall be submitted, and each party to the Response shall complete and sign a separate **Form A** to be included in the single Response. If the Response is successful each party shall sign a separate contract with **H-GAC** and shall be responsible for compliance with all terms and conditions. Only those which have executed a written contract with **H-GAC** may process purchase orders and payments.

In any event, Offeror may be a party to one, and only one, response.

5. BASIC REQUIREMENTS & CONDITIONS

- a. The final requirements and specifications contained herein may be different, perhaps materially, from those in the "Invitation To Attend Pre-Bid / Pre-Proposal Conference", if any. It is **Offeror's** sole responsibility to

thoroughly examine and review all documentation associated with this Invitation, including any Addendums, to ensure that any response submitted complies in every respect with all requirements.

- b. Any Addendum to this Invitation which may be required prior to the Response due date will be delivered to those prospective Offerors of record who have previously obtained a copy of this Invitation from **H-GAC**. Prospective Offerors shall be responsible for obtaining all documents relating to submission of a Response.
- c. **Offeror** shall thoroughly examine any drawings, specifications, schedules, instructions and any other documents, supplied as a part of this Invitation, and is solely responsible for understanding and compliance.
- d. **H-GAC** shall not be liable for **Offeror's** incomplete documentation, or for any costs associated with preparation and submission of any Response hereto. Additionally, all components of any Response become the property of **H-GAC**, **and shall be considered to be in the public domain**.
- e. **Offeror** shall make all investigations necessary to become thoroughly informed regarding any plan and/or infrastructure that may be required to support delivery of any Product or Service covered by this Invitation. No plea of ignorance by **Offeror** stemming from failure to investigate conditions that may now or hereafter exist, shall be accepted as a basis for varying **H-GAC's** requirements, or **Offeror's/Contractor's** obligations or entitlements.
- f. Requests for changes to the requirements or specifications herein must be in writing (e-mail, fax, letter) and must be received by **H-GAC** no later than fifteen (15) calendar days prior to the Response Due Date. **H-GAC** will review such requests, but may or may not make changes at its sole discretion. Changes, if any, will only be made by written Addendum sent to addressees of record. In any event, it is **Offeror's** sole responsibility to insure that any and all Addendums which may have been issued have been received and addressed.
- g. By submission of a response, **Offeror** expressly understands and agrees that all terms and conditions herein will be part of any subsequent contract that is executed pursuant to this Invitation.
- h. **Offeror** is advised that all **H-GAC** contracts are subject to the legal requirements established in any applicable Local, State or Federal statute.
- i. **Offeror/Contractor** must be in compliance with all licensing, permitting, registration and other applicable legal or regulatory requirements imposed by any governmental authority having jurisdiction. It is **Offeror/Contractor's** responsibility to insure that this requirement is met, and to supply to **H-GAC** upon request, copies of any license, permit or other documentation bearing on such compliance.
- j. Unless otherwise established elsewhere in this Invitation, NO minimum purchase quantities or spending levels are provided or guaranteed by **H-GAC** or any **End User**.
- k. This Invitation is not meant to restrict competition, but rather is intended to allow for a wide range of responses.
- l. Responses which are 'qualified' with conditional clauses or alterations of or exceptions to any of the terms and conditions in this Invitation may be deemed non-compliant at **H-GAC's** sole discretion.
- m. The term '**Offeror**', or derivative thereof, shall become synonymous with '**Contractor**' for any successful **Offeror** recommended for a contract pursuant to this Invitation.
- n. **H-GAC** reserves the right to:
 - Reject any and all offers received in response to this Invitation.
 - Reject any part of an offer received in response to this Invitation.
 - Determine the correct price and/or terminology in the event of any discrepancies in any response.
 - Accept a response from, and enter into agreement with, other than the lowest price **Offeror**.
 - Accept responses and award contracts to as many or as few **Offerors** as **H-GAC** may select.
 - Amend, waive, modify, or withdraw (in part or in whole) this Invitation, or any requirements herein.
 - Hold discussions with **Offerors**, although award may be made without discussion.
 - Request an **Offeror** to give a presentation of the Response at a time and place scheduled by **H-GAC**.
 - Exercise any of these rights at any time without liability to any **Offeror**.
- o. **H-GAC** reserves the right to determine that conditions exist which prevent the public opening of responses on the date and at the time advertised, and to reschedule the public opening for a future date and time. Responses received by **H-GAC** by the original deadline will be secured unopened until the rescheduled opening date and time, and those having timely submitted such responses will be notified.

6. OFFEROR'S AUTHORIZED SIGNATORY

The signatory shall be authorized to sign and contractually bind **Offeror**, and shall sign any and all Response documentation requiring a signature.

7. SURETY FOR INSURANCE

Contractor shall be responsible for using a surety company properly licensed by any and all states in which Contractor will do business with Participants. The surety company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policy holders, provided any risk or portion of any risk shall have been reinsured, and such reinsurance shall be deducted in determining the limitation of risk applicable to **H-GAC's** insurance requirements.

8. CONFIDENTIAL / PROPRIETARY MATERIALS

All documentation submitted as part of **Offeror's** response to this Invitation will be considered to be in the public domain and may be made available to Members and others, after contract award, upon properly submitted request. If **Offeror** submits documents marked "confidential" or "proprietary", the Response may be deemed non-compliant.

9. REFERENCES

- a. **Offeror** shall list the names of at least five government agencies within the continental United States which have purchased from **Offeror** products or services similar to those covered by this Invitation, within the last two years. **H-GAC** reserves the right to determine if such products or services are appropriately similar.
- b. **Offeror** may provide reference information in whatever format desired, but each should include the following specific information:
 - Agency name
 - Contact person name
 - Address
 - Phone & Fax numbers
 - Description of product(s) or service(s) and date sold
- c. Other information, including criticism however learned, may be used by **H-GAC** in evaluation of responses.

10. INSURANCE

- a. Unless otherwise stipulated in Section B, **Offeror/Contractor** must have the following insurance and coverage minimums:

General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B – Product Specific of this Invitation.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.
- b. Insurance coverage shall be in effect for the length of any contract made pursuant to this Invitation, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Offeror/Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Offeror/Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.

- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

11. OFFEROR CERTIFICATIONS

Offeror, by submission of a Response hereto, makes the following certifications under penalty of perjury and possible contract termination if any of these certifications are found to be false.

Non-Collusive Response

- a. The prices in the Response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other **Offeror** or potential competitor.
- b. The prices which have been quoted in the Response (unless otherwise required by law), have not been knowingly disclosed by **Offeror** and will not be knowingly disclosed by **Offeror** prior to the public response opening, either directly or indirectly, to any other **Offeror** or competitor.
- c. No attempt has been made or will be made by **Offeror** to induce any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition.

Non-Biased Specifications

This Invitation contains no requirements considered to be unduly biased in favor of **Offeror** or any other **Offerors** that may be competing for this procurement.

No Financial Interest or Other Conflict

- a. No **H-GAC** officer, employee, Board of Directors member or member of any **H-GAC** board or commission, nor family member of any such person, has a financial interest, direct or indirect, in **Offeror** or in any contract **Offeror** might enter into with **H-GAC**.
- b. No economic or employment opportunity, gift, loan, gratuity, special discount, trip, favor or service has been, or will be, offered or given to any officer, employee, Board of Directors member, or member of any **H-GAC** board or commission, nor to any family member of any such person.

Debarment and Suspension Status

- a. **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- b. **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgement rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- d. Offeror has not, within a three-year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

Insurance Coverages

Offeror has and will maintain insurance coverage in accordance with the requirements of this Invitation.

Licensing & Permits

Offeror(s) has (have) all licenses and/or permits, required by any and all governmental entities having jurisdiction, to legally sell the products/services offered.

12. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

- a. To satisfy Texas' statutory requirements [Government Code, Chapter 2161, Subchapter D], **H-GAC** requires all **Offerors** to supply information in any bid/proposal response listing (1) the total number of subcontracts and (2) the total number of HUB contracts applicable to the Products or Services offered in the response. Local

governments often require this information for their own reporting requirements prior to placing orders through the **H-GAC** Cooperative Purchasing Program.

- b. **Offeror** must complete **Form B** and include subcontracts with HUB's that provide any materials or services related to sales that may be made thru **H-GAC**'s Cooperative Purchasing Program.

13. NON-RESIDENT RECIPROCAL SALES ACT

As required by Texas Civil Statutes in the award of contracts, an offeror which is not a Texas resident business must determine if its state of residence prohibits award of government contracts to Texas resident offerors without penalty. If **Offeror**'s resident state DOES penalize Texas offerors, **Offeror** must provide this information along with a copy of its applicable resident state's statute in the Response.

14. TEXAS MOTOR VEHICLE COMMISSION CODE & LICENSING

Sales of motor vehicles in the State of Texas are subject to the Texas Motor Vehicle Commission Code. If this Invitation includes any motor vehicle to be sold in the State of Texas, **Offeror** certifies by submission of a response hereto that all required Texas Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses **have been submitted with the Response**. Further, it shall be **Contractor**'s responsibility to keep current all required Texas Motor Vehicle Commission licensing during the term of the contract, and to furnish license copies at any time on request by **H-GAC**. If **Contractor** does not maintain current licensing, **H-GAC** reserves the right to immediately terminate the contract.

<p>NOTE: In accordance with the Texas Motor Vehicle Commission Code, contracts for motor vehicles to be sold within the state of Texas may be made ONLY with properly licensed Texas Motor Vehicle Dealers. Therefore, to be considered for a contract covering Texas End Users, the Response must include a Form A from a licensed Texas Motor Vehicle Dealer</p>

15. INTENT AND SCOPE OF SPECIFICATIONS

- a. The intent of the specifications herein is to provide **Offeror** with sufficient information concerning the Products/Services to be contracted such that **Offeror** can prepare and submit an acceptable Response.
- b. The specifications may be detailed or general in nature with regard to any particular Product/Service. Where not otherwise specified, details of construction, materials, or the way in which services will be provided, are left to the discretion of the **Offeror**, provided only that any offering shall conform, as a minimum, to best Industry standards and practices and to what is currently being sold in the marketplace.
- c. Responses shall be considered only from **Offerors** that have established good reputations in their markets, and who furnish satisfactory evidence of ability to supply the Products/Services specified herein.
- d. **Offeror** shall show proof of ability to provide to **End Users** prompt and competent service, including parts if applicable, for all Products/Services covered by this Invitation, by proper completion of a Service Organization Document as described elsewhere herein.

16. REQUIREMENTS APPLICABLE TO PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must, unless otherwise stipulated in Section B:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype insofar as the general design, operation and performance. This requirement is NOT meant to preclude **Offeror** from offering new models or configurations which incorporate improvements in a current design or add functionality, but which in such new model or configuration may be new to the marketplace.
- c. Include any and all accessories which may or may not be specifically mentioned herein, but which are normally furnished or which are necessary to make a delivered Product ready for its intended use. Such accessories shall be assembled, installed and adjusted such that the Product is ready for continuous operation at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a particular Product as may be purchased simultaneously by any individual **End User**.
- a. Be designed and constructed using current industry accepted engineering and safety practices, and materials.

- b. Be available for inspection at any time prior to or after procurement.

17. PRODUCT CODES

Unless otherwise addressed in Section B of this Invitation, the following requirements shall apply:

- a. Each Product/Service offered shall be uniquely identified using an **H-GAC** Product Code, which shall be determined as described in Section B of this Invitation. **Offeror** shall offer ONLY ONE Product for any particular Product Code. For example, **Offeror** may wish to submit a bid for Product Code ABC and may have another offering that also meets the requirements for ABC. **Offeror** MAY NOT submit two offerings for ABC. The alternate offering that also meets the requirements for ABC must be offered as an option "upgrade/downgrade" to ABC on **Form E**.
- b. Pricing for optional upgrades or downgrades to base bid items should be quoted as an "adder" or "deduct" amount as appropriate, to be applied to the offered price of the base Product Item listed on **Form D**.
- c. Base bid items and their associated HGACBuy Product Codes are included in the Section B and/or on **Form D**.
- d. Selection of Product Codes for which to submit an offer is at **Offeror**'s sole discretion.

18. SPECIFIC DESCRIPTIVE REFERENCES

Except for Base Product Items listed on Form D, any reference to a specific catalog, data sheet, form, brochure, model name or number, etc. used herein to describe an item such as an option or accessory is only descriptive and is not to be considered restrictive unless otherwise noted. Such references are normally used only to indicate a type, general description, level of quality and/or required performance standards.

19. MANUALS

Unless otherwise specified or superceded herein, each Product delivered under an **H-GAC** contract, and if applicable any options thereto, shall be supplied with at least one (1) copy of a safety and operating manual. The cost of any such manuals must be included in the base price for any Product Item offered hereunder. If more detailed and technically orientated parts and maintenance manuals are available for a Product or option, at a cost, they shall be offered as options on the *FORM* designated herein for such options, or elsewhere in the Response as may be directed herein.

20. STANDARD FEATURES & OPTIONS

The following requirements are applicable primarily to physical goods.

Standard Features

- a. The stated minimum requirements for all Products listed herein include what **H-GAC** considers to be "standard" features. Even though such features might normally be offered as options rather than as standard, they are nonetheless considered to be standard in this Invitation, and must be included in the base price for any Product offered. Such features SHOULD NOT be offered as options except as deducts for their omission from the base Product.
- b. If it is unclear in the Response that an **H-GAC** standard feature is included in the base price, it will be assumed that such is the case. If awarded a contract **Offeror** will be expected to sell the Product with all **H-GAC** specified standard features included in the base price.
- c. Any feature or accessory normally offered by manufacturer as "standard" shall be considered a standard feature and shall be included in the base price of any offering, even though not specifically listed as a requirement in **H-GAC**'s specifications. Such features SHOULD NOT be offered as options except as deducts for their omission from the base Product.

Options - General

- a. Options are considered to be any features or accessories, other than **H-GAC**'s and Manufacturer's "standard" features or accessories.
- b. Options should be offered on the *FORMS* designated for quoting options. Each option should be listed and described on a separate line, and should include any Manufacturer's/Dealer's code number. If no Manufacturer's/Dealer's code number exists, **Offeror** should create one.

- c. Prices for all offered options shall be assumed to include any installation or mounting required to make it a fully functional component of the Product, unless otherwise stated in **Offeror's** response.

Required Options

- a. Product specifications in this Invitation may include **H-GAC** "Required Options". If so, **Offeror** must quote a price for ALL such options, and, if there is an **H-GAC** Option Code provided in this Invitation for such options, it MUST be used as part of the description.
- b. For any specific "Required Option", **Offeror** may quote an equivalent so long as its design and performance are as good as, or better than, the specified option item. Responses which do not include pricing for Required Options may be considered non-compliant.

Other Options

- a. "Suggested" or "Other" options may be listed for any particular Product in this Invitation, and **Offeror** is encouraged to quote pricing for such options. The extent of offered options in any response may be taken into consideration as part of the award criteria, at **H-GAC's** sole discretion.
- b. **Offeror** is encouraged to include options for non-equipment items that may be applicable to a sale, such as: Extended Warranties, Maintenance Agreements, Buy-back or Trade-In Agreements, Out-of-state Delivery Charges, Quantity or Special Discounts, Extended Training Classes, etc.

Published & Unpublished Options

- a. H-GAC Cooperative Purchasing Program (Program) contracts are awarded through a public competitive bid or proposal (RFP) process. Further to that process, Program policy considers an 'option' listed and priced in a bid or RFP Response: (1) To be a "**Published Option**"; (2) To be part of any awarded contract; and (3) To be available for purchase by Program members separately and independently from associated base line items. However, since Published Options may have not been subjected to the same scrutiny as the associated base line items, it cannot be concluded they were directly competed. Therefore, pursuant to Local Government Code 252.021(a), purchase of a published option costing more than \$50,000 shall not be allowed. Furthermore, **H-GAC** reserves the right at its sole discretion to disallow purchase of any Published Option through the Program if deemed contrary to the intent of the law.
- b. Any option that has not been listed and priced in the Response is considered to be an "**Unpublished Option**". Unpublished Options may be sold, but only in connection with the sale of a base Product Item, and only insofar as the total cost of all Unpublished Options remains below twenty five percent (25%) of the total summed cost of the base Product(s) plus any Published Options.
- c. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another contractor.

21. WARRANTIES, SALES & SERVICE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Offeror must be a properly franchised dealer authorized to sell and service, including warranty service, all products offered and sold in response to the bid invitation or under any **H-GAC** contract.
- b. **Offeror** shall provide detailed Parts and Labor Warranty information with the Response. If **Offeror** submits a warranty with the Response which does not meet the minimum requirements herein, **Offeror** agrees by submission of a Response that such warranty shall be considered to be amended to meet those minimums.
- c. Warranties shall be manufacturer's standard and shall be inclusive of any other warranty requirements which may be stipulated elsewhere herein.
- d. Any warranties offered by a dealer shall be in addition to the manufacturer's standard warranty and shall not be a substitute for such. **Offeror's** base price for any Product shall be inclusive of the standard warranty.
- e. Complete warranty information will be supplied to **End User** with each Product sold.
- a. Warranties need not apply to normal maintenance service or adjustments, or to any product reasonably shown to have been repaired or altered in any way so as to affect its stability, or to any product which has been subject to misuse, negligence, or accident.
- f. **Offeror/Contractor** is encouraged to offer extended warranties as an option.
- g. Neither **H-GAC** nor **End User** assume any warranty or liability on **Contractor's** behalf unless made or assumed in writing, initiated by **Contractor**, and agreed to in writing by **H-GAC** or the **End User** respectively.
- h. **Contractor** shall be responsible for the execution and effectiveness of all product warranty and shall be the sole source for solution to problems arising from warranty claims. **Contractor** agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

22. H-GAC ORDER PROCESSING CHARGE

H-GAC will levy an Order Processing Charge on **Contractor** for each sale done thru the **H-GAC** contract, with the exception of orders for motor vehicles. Any bid pricing submitted will be considered to include the Charge. The amount of the applicable charge shall be per the most current **H-GAC** schedule. For motor vehicle orders, the Processing Charge shall be levied on and paid by the **End User**.

23. PRE-PAYMENTS AND DISCOUNTS

- a. Progress, pre-payment and special discounts of any kind may be offered and detailed in the Response. Such discounts shall be clearly explained but shall not be a determining factor in awarding contracts except in the case of tie offerings.
 - b. Quantity discounts applicable to similar Products sold to one or more **End User** Departments may be offered. Determination as to product similarity shall rest solely with **Contractor**.
 - c. For specific purchases, any proposed quantity, pre-payment or special discounts shall be clearly shown on the Contract Pricing Worksheet.
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24. INSPECTION / TESTING

All Products sold pursuant to this Invitation shall be subject to inspection/testing by or at the direction of **H-GAC** and/or the ordering **End User**, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Invitation, and unless otherwise agreed in advance, the cost of any inspection and/or testing, shall be borne by the **Contractor**.

25. PRODUCT DELIVERY

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Title to goods, and responsibility and liability for loss and/or damage in shipping pass to **End User** at the delivery destination after receipt and acceptance have taken place. Cost of shipping/delivery shall be paid by **End User** unless otherwise agreed to by **Contractor**. If **Contractor** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination, Freight Prepaid". If **End User** will be paying for shipping/delivery, shipping terms must be "F.O.B. Destination – Freight Collect".
 - b. The details for the application and calculation of shipping and delivery charges must be stated in the Response on **Form E**. Any freight, shipping or delivery charged to **End User** will be prepaid and added to the invoice and will be clearly shown on any Contract Pricing Worksheet or other quote presented to the **End User**.
 - c. The estimated delivery time after receipt of order (ARO), inclusive of Saturdays, Sundays and holidays, for all Products offered must be stated in the Response. Actual delivery for any particular order must be confirmed with **End User** at time of order placement and must be stated clearly on the Contract Pricing Worksheet.
 - d. **Contractor** shall be responsible for delivery and Acceptance according to the requirements of the Contract and the Purchase Order.
 - e. **Contractor** shall advise **End User** prior to making any shipment/delivery and shall make such shipment/delivery in accordance with **End User**'s requirements, providing only that such arrangements do not contravene any requirement of the **H-GAC** contract unless agreed to by **Contractor**.
 - f. The execution of all required tests, certifications and/or licensing, and costs thereof, shall be the responsibility of **Contractor**. Upon request by **End User** or **H-GAC**, **Contractor** shall provide any documentation or certification related to such tests, certifications or licensing.
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26. OFFERED PRODUCT ITEM VARIANCES

Any variance in the specifications or performance of Products offered pursuant to this Invitation shall be acceptable to **H-GAC** only insofar as it MEETS or EXCEEDS the specifications and requirements of this Invitation.

27. REQUIREMENTS FOR SUBMISSION OF A RESPONSE

Unless otherwise addressed in Section B, the following requirements shall apply:

- a. Responses shall be submitted in two complete printed sets including an Original and one (1) Copy in separate "hard side" three-ring binders. The outer spine of each binder shall be labeled showing this Invitation No., **Offeror** Name, and either "Original" or "Copy", as applicable. The Original printed response will be

considered to be the binding Response in case of any conflicts between printed copies and electronic copies. Except for required forms, **H-GAC** Invitation documents should not be included in the Response.

- b. The Original and the Copy shall be submitted complete, except that the Electronic Media should be submitted only with the Copy.
- c. All required **H-GAC FORMS** and documents shall be properly completed, without exception or Offeror's Response may be deemed non-compliant. **Offeror** may not modify the format of any **H-GAC FORM** in any way. **Offeror** may photocopy or print blank **FORMS** as needed. Information submitted on the printed copies of the **FORMS** may not be handwritten except for signatures and initials. It is **Offeror's** responsibility to ensure that printed **FORMS** are clear and legible. Handwritten and illegible entries may be rejected. **Offeror's** printed, stamped or typed name shall appear on every **FORM** submitted in the Response.
- d. **The entire response submission** shall also be submitted on electronic media, including all required **H-GAC FORMS**. **Offeror** is strongly advised to make and work with copies of the original electronic **FORMS**. The originals can then be used to make additional electronic or printed copies of the blank **FORMS**. Signatures are not required on the electronic **FORMS**.
- e. The Response shall include ample written evidence, in the form of technical specifications, cut/tear sheets, brochures, pictures, drawings, etc., to demonstrate that all specifications herein have been met and/or exceeded.
- f. The Response shall include, in any format desired, an overview of the **Service Organization** which will support Products sold under any **H-GAC** contract. The overview must include facility locations, phone numbers and Service Manager names, as well as the following:
 - The procedure to be used by an **End User** requiring repairs.
 - Typical turn-around time on repairs.
 - Service Department days and hours of operation.
 - Number of qualified / factory trained service personnel normally on hand.
 - Description of the parts inventory on hand.
 - Training services, facilities and personnel available.
- g. Responses shall be enclosed in a sealed package(s) addressed to the Houston-Galveston Area Council, Cooperative Purchasing. The following information shall be stated on the exterior of the package(s):
 - Name and address of **Offeror**.
 - Date and hour of public response opening.
 - Bid/Proposal Invitation number.
 - The statement: "**SEALED BID/PROPOSAL, DO NOT OPEN IN MAIL ROOM**".**H-GAC** shall not be responsible for any Response not properly labeled.
- h. Submission of a COMPLETE Response by telegraphic or electronic transmission is not acceptable. However, Responses may be modified by telegraphic or electronic notice if such notice is received prior to the deadline for submission.
- i. Samples, when required, shall be submitted within the time specified and at no expense to **H-GAC**. If not destroyed or consumed during testing, samples will be returned upon request at **Offeror's** expense.
- j. **Offeror** shall provide firm contract pricing for all Products and Options being offered.
- k. If applicable, responses shall include copies of all current licensing which may be required by the Texas Motor Vehicle Division for execution of sales pursuant to any contract with **H-GAC**.
- l. Due to the complexity of responses and to aid in evaluation, the Response should contain ALL required information in tabbed sections as detailed below. Omission of any required FORM or information will be sufficient grounds for H-GAC to consider your response to be non-compliant.
- m. **First Section:**
 - **Form(s)-A – Offeror Identification & Signatory:** Identifies the offering party(ies), and should be completed by each party to the Response. If awarded, a contract will be executed with each.
 - **Form-B – Historically Underutilized Business Enterprises:** Used to collect information about disadvantaged and minority suppliers and subcontractors, and to commit **Offeror** to working with Participants toward their program goals.
 - **Form-C – Response Checklist:** Certification, and also an aid, to insure that all required information has been included in your Response.

- **Form W-9 – Request for Taxpayer Identification Number and Certification:** Should be completed by each party to the response.
- **Form CIQ – Conflict Of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires vendors and consultants contracting or seeking to contract with **H-GAC** to file a Conflict of Interest Questionnaire (CIQ) if they have an employment or other business relationship with an **H-GAC** officer or an officer's close family member. The required questionnaire is located at the Texas Ethics Commission website: http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm. It is Bidder's responsibility to download the form and furnish a completed copy with the Response.
- **Form 1295 – Certificate of Interested Parties** – Must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed and provided from each entity that has submitted a Form A for this submission.
- **House Bill HB 89 Verification Form** – completed and signed and provided from each entity that has submitted a Form A for this submission.
- **References**, formatted as described elsewhere herein.
- **Service Organization Document**, formatted as described elsewhere herein.

Second Section:

- **Form D – Offered Items Pricing:** For Bids, contains the list of the Product Items covered by this Invitation. Select the items offered and fill in the price for each. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)
- **Form E – Published Options:** Used to list and price all offered options. List, each on a separate line, all upgrades, downgrades, optional equipment, features, accessories and services which you desire to sell thru the **H-GAC** contract, if awarded. Published catalogs/price sheets may be listed, along with the discount structure that will apply. (For RFPs, follow the instructions in Section B as this **Form** may or may not be used.)

Third Section:

- Technical Specifications, Product Brochures, Tear Sheets, Cut Sheets, Strippers, etc. which clearly list and show all the standard features and capabilities of each Product Item offered on Form D.
- Warranty Documentation, as described elsewhere herein, for all items offered.

Fourth Section:

- Copies of any applicable Texas MVD Licenses.
 - Electronic Media, containing the complete response including all required *FORMS*, stored in a pouch or an envelope such that it will not fall out of the binder. (Required in 'Copy' only, not in 'Original'.)
- n. By submittal of Response, **Offeror** certifies to the best of its knowledge that all information is true and correct.

28. CLARIFICATION TO SPECIFICATIONS & REQUIREMENTS

- If **Offeror** is in doubt as to the meaning of any item in this Invitation, a written request for clarification may be submitted to **H-GAC** up to fifteen (15) calendar days prior to the deadline for response submission. **H-GAC** shall not be responsible for late delivery. Requests may be transmitted by FAX or e-mail to the assigned Specification Specialist and should clearly reference this Invitation number and the specific page and paragraph in question. If there are multiple questions, they should be stated separately and numbered.
- Any interpretation of Invitation documents, if made, will be by written Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person officially on record as having been sent a copy of this Invitation. **H-GAC** will not be responsible for any other explanation or interpretation of the Invitation documents made or given prior to the award of the contract.
- Any objections to the Invitation documents must be filed in writing with **H-GAC** on or before fifteen (15) calendar days prior to the deadline for submission of responses.
- Prospective offerors are advised that, after a draft specification has been issued, the Pre-Bid/Proposal Conference is the primary forum through which comments and suggestions may be offered for consideration by **H-GAC** prior to issuance of the final invitation and specifications.

- e. All best efforts have been made to ensure that the product/service descriptions and associated specification information in Sections B & C are correct, and adequate time has been given to prospective Offerors to point out mistakes. However, if an error remains and is caught by Offeror before the scheduled bid/proposal opening, Offeror shall make note of the required correction in the Response and shall also notify **H-GAC** prior to the opening of responses.

29. INCONSISTENT INFORMATION

H-GAC review of responses supplied on **H-GAC FORMS** is a significant part of the evaluation process. **Offeror** shall state clearly all information required on the **FORMS**. **Offeror's** information supplied on the **FORMS** shall take precedence in the event any standard “boilerplate” type language included in **Offeror's** response is inconsistent with the information supplied by **Offeror** on the **H-GAC FORMS**. In all cases, information on **H-GAC's** printed **FORMS** supplied as part of **Offeror's** response shall take precedence over information supplied on electronic media.

30. REJECTION OF RESPONSES

- a. **H-GAC** may reject a response if:
- **Offeror** misstates or conceals any material fact in the Response, or if,
 - **Offeror** does not strictly conform to law or the requirements of this Invitation.
- b. **H-GAC** may reject any and all responses and may reject any part of a response.
- c. **H-GAC, at its sole discretion,** may also waive any formalities or irregularities in any response, or ask for corrected information except for pricing.
- d. **The following occurrences require disqualification of the bid/proposals:**
- Unsigned or unauthorized signatures on bids/proposals;
 - Bids received after the date and time for opening
 - Bids where prices are conditional on award of another bid or are subject to unlimited escalation
- e. **H-GAC** may refuse to award a contract to or enter into a transaction with an apparent low bidder if that bidder is indebted to **H-GAC**.

31. WITHDRAWAL OR MODIFICATION OF RESPONSES

Once received by **H-GAC**, responses may be modified or withdrawn prior to the submission deadline only if the request to do so is in writing submitted by **Offeror's** authorized representative. Responses and requests for modification received after the submission deadline will not be accepted. Requests for response withdrawal received after the submission deadline will be accepted if the request to do so is in writing submitted by **Offeror's** authorized representative.

32. RESPONSE EVALUATION

For Bid Responses:

- a. Section B will state whether the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for **H-GAC** and its participants.
- b. If the contract will be awarded based on best value, Section B will state any relevant criteria which **H-GAC** will consider.
- c. For each offered Product Item, **H-GAC** may use the offered price, prices for Required Options, and the prices of selected common Published Options to determine the lowest responsible offer.
- d. Failure of **Offeror** to submit pricing for frequently purchased options and any **H-GAC** required options may cause response to be considered non-compliant at **H-GAC's** sole discretion.

For Proposal Responses:

- e. **H-GAC** will evaluate proposals as detailed in Section B.
- f. By submission of a Response Offeror indicates acceptance of the evaluation technique and recognizes and accepts that **H-GAC** may at its sole discretion make subjective judgments during the evaluation process.

33. ORDER OF PRECEDENCE PRIOR TO CONTRACT AWARD

In the event of conflict between this document and any references or documents cited herein, this document shall take precedence prior to contract award.

34. AWARD OF CONTRACT

- a. **H-GAC** reserves the right to accept or reject any Product Item or option offered. Additionally, all options included in Offeror's response and accepted by **H-GAC** are understood to be included in any contract.
- b. **H-GAC** shall award contract(s) for line items or groups of line items, at its sole discretion.
- c. With authority granted by the **H-GAC** Board of Directors, a written contract shall be presented to the successful **Offeror(s)** and shall be subject to acceptance by the successful **Offeror(s)** within forty-five (45) calendar days after presentation by **H-GAC**. If a contract is not executed within forty-five (45) calendar days, **H-GAC** may rescind the contract offer and award a contract to the next **Offeror** in order of rank as determined by **H-GAC**.
- d. Delivery time and prompt payment discounts, including time allowed for payment, may be considered in tie-breaking of offers which are judged by **H-GAC** to be equal in all other criteria.
- e. The contract shall include the following documents in the stated order of precedence:
 - 1st The contract document signed by **H-GAC** and **Offeror**.
 - 2nd This Invitation and all specifications referenced herein.
 - 3rd **Offeror's** response to this Invitation.

35. PRO-FORMA CONTRACT

This Invitation includes a Pro-Forma (sample) Contract which successful offerors will be expected to sign. The actual final contract will be the same or nearly the same as the Pro-Forma. NOTE: Successful Offerors MAY NOT process any purchase orders until the contract documents have been executed and returned to **H-GAC**.

36. CONTRACT TERM

The contract shall be in effect throughout the period stated elsewhere in the contract documents, and thereafter until such time as any outstanding orders against the contract have been fulfilled. The contract may be extended if deemed by **H-GAC** to be in the best interests of the Program, and subject to mutual agreement of the parties.

37. PERFORMANCE & PAYMENT BOND

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB) and offered pricing should reflect this cost saving. However, **Contractor** must be prepared to offer a PPB to cover any specific order if so requested by **End User**. **Contractor** shall quote a price to **End User** for provision of any requested PPB and agrees to furnish the PPB within ten business (10) days of receipt of **End User's** purchase order.

38. CHANGE ORDERS

End Users shall have the right to make additions by addenda for the purpose of clarification or inclusion of additional specifications, qualifications, conditions, etc. Any such addenda shall be made in writing and agreed upon by **Contractor** and the **End User** agency prior to issuance of any Change Order. A copy of any such Change Order shall be furnished by **Contractor** to **H-GAC**.

39. DUPLICATION OF TERMS OR STATEMENTS

Where statements or terms are duplicated or are extremely similar, **H-GAC** and the **End User** reserve the right to use the statement or term most favorable to **H-GAC** and/or the **End User**.

40. PUBLICITY

H-GAC encourages contractors to "market" the Program and can provide some information and artwork to be used in published promotional materials. However, any publicity or published material released by **Contractor** referencing the contract, whether in the form of a press release, brochure, photographic coverage, or verbal announcement, shall be issued only with prior review and approval by **H-GAC**.

41. TAXES

HGAC and **End User** participants are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. **Offeror** shall not include any such taxes in the Response. Further, it shall be the responsibility of **Contractor** to determine the applicability of any taxes to a particular order and act accordingly. Exemption certificates will be provided upon request.

42. DRUG FREE WORKPLACE

Contractor shall provide notice to its employees and sub-contractors, as required under the Drug-Free Workplace Act of 1988. A copy of **Contractor's** Drug-Free Workplace policy shall, on request, be furnished to any **End User**.

43. PRODUCT NOTICES & MAILINGS

H-GAC is NOT the owner of Products sold pursuant to this Invitation but acts only in the capacity of purchasing agent. In that regard, **Contractor** accepts sole responsibility for insuring that notices and mailings, such as Safety Alerts, Safety Recall Notices and Customer Surveys, are sent directly to the **End User** of record.

44. HANDLING OF ORDERS & PAYMENTS

In general, orders and payments will be handled as described below. More specific instructions and information regarding handling of purchase orders and the Order Processing Charge may be provided after contract award. Established procedures may be changed at any time by **H-GAC** as may be dictated by efficient business practice. The particulars of any sale, e.g. specific products, pricing, delivery, warranty, etc., will be in strict accordance with the terms and conditions of this Invitation and the specific contract awarded to **Contractor**. Beyond that:

- a. For any particular procurement to be made under the provisions of an **H-GAC** contract, **End User** and **Contractor** will discuss requirements and agree as to what will be provided.
- b. **Contractor** will prepare a Contract Pricing Worksheet and provide it to **End User**. The Worksheet will list everything being purchased including the base bid item(s), all published and unpublished options and the delivery date. All pricing shall be per the current contract.
- c. **End User** will send a purchase document to **Contractor**, which **Contractor** will send **H-GAC** together with the Contract Pricing Worksheet. **NOTE: Contractor** agrees not to offer, agree to or accept from **End User** any terms or conditions that conflict with or contravene those in **Contractor's** **H-GAC** contract, except for pricing discounts.
- d. **H-GAC** will prepare an "Order Confirmation" and send it to **End User** and to **Contractor**. The Order Confirmation verifies that **Contractor** has a valid **H-GAC** contract and that the order is in compliance with the requirements of the **H-GAC** Cooperative Purchasing Program. **Contractor** will not ship any goods before receipt of both **End User's** purchase document and **H-GAC's** Order Confirmation.
- e. On notification that **Contractor** has received an order, **H-GAC** will invoice **Contractor** for the applicable Order Processing Charge. **NOTE: The Order Processing Charge is charged to Contractor, EXCEPT in the case of motor vehicles.** For all sales of motor vehicles, the Order Processing Charge is levied on the **End User**, collected by **Contractor**, and remitted to **H-GAC** by **Contractor**.
- f. **Contractor** will deliver products/services ordered and will invoice **End User** for products/services accepted by **End User**. (See other Sub-Section herein dealing with Product Delivery.) **Contractor** will not invoice before shipment has been made.
- g. **End User** will pay **Contractor** for those products and/or services ordered which have been received and accepted. Under no circumstances shall any check be made payable to a representative or agent. Should a representative or agent submit an invoice to **End User** for any cost related to a purchase order issued to **Contractor** for products/services covered by an **H-GAC** contract, such invoice shall be forwarded to **Contractor** and **Contractor** will take action to correct the error.
- h. Upon delivery of any product/service by **Contractor** and acceptance by **End User**, **Contractor** shall remit to **H-GAC** the full amount of the applicable Order Processing Charge in accordance with the payment terms established in the **H-GAC** contract. Note, the Order Processing Charge is due whether or not **Contractor** has ever received an invoice from **H-GAC**. Sales executed based on the particulars of **Contractor's** **H-GAC** contract, without payment of the Order Processing Charge, may constitute fraud.

45. PRICE CHANGES

- a. Any permanent increase or decrease in offered pricing for a base contract item or published option is considered to be a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes.
- b. Except in the case of contracted published catalogs and price sheets, prices for Base Bid Items and Published Options are expected to be held firm for a minimum of 90 days from the date an awarded Offeror signs the H-GAC contract. Thereafter, changes will be considered if accompanied by justifying documentation satisfactory to H-GAC. For published catalogs and price sheets which are on an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet may be submitted whenever the manufacturer publishes the new document. Any such request must include the new catalog or price sheet.
- c. If **Contractor** routinely offers discounted contract pricing, **H-GAC** may request **Contractor** to accept amended contract pricing equivalent to the routinely discounted pricing.
- d. No price change will be allowed unless it has been reviewed and approved by **H-GAC** in writing. **Contractor** must have received **H-GAC's** written approval of any change prior to charging the new price or using it in any quotation prepared for an End User.
- e. Price change requests must be submitted to **H-GAC** in writing and must be received by **H-GAC** at least thirty (30) calendar days prior to the requested effective date of the change and must state the time period for which the requested pricing will remain firm.
- f. Price change requests shall include **H-GAC Forms D** and **E**, or whatever documentation was used to submit pricing in the original Response hereto, showing all affected items with current contract price, requested price, and percentage change shown clearly for each. This documentation should be submitted in MSExcel format to facilitate analysis and updating of the website.
- g. Price change requests **MUST** be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) showing that **Contractor's actual costs** have increased. The Producer Price Index (PPI) may be used as partial justification, subject to approval by **H-GAC**, but no price increase based solely on an increase in the PPI will be allowed.
- h. All Products shall, at time of sale, be equipped as may be required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to such government requirements which cause a manufacturer's costs of production to increase, **Contractor** may increase Product pricing to the extent of **Contractor's** actual cost increase. The increase must be substantiated with support documentation acceptable to **H-GAC** prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale shall be the responsibility of the **End-User**.
- i. In cases involving contract extensions exceeding sixty-one (61) days beyond the stated expiration date of the contract, **Contractor** may request a price change based on the same conditions as stated above. However the thirty (30) day prior notice is waived and **H-GAC** will consider the request immediately on receipt.
- j. H-GAC reserves the right to accept or reject any price change request. Acceptance, if granted, will be in writing and the approved changes will become part of the contract.

46. CONTRACT ITEM CHANGES

- a. If a manufacturer discontinues a contracted item, that item will automatically be considered to be deleted from the contract with no penalty to Contractor. However, **H-GAC** may at its sole discretion elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.
- b. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise **H-GAC** of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. Otherwise **H-GAC** may allow or reject the change, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion. If the change is rejected there will be no penalty to Contractor.
- c. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor shall advise **H-GAC** of the details. **H-GAC** may allow or reject the change at its sole discretion. If the change is rejected there will be no penalty to Contractor. However, **H-GAC** may elect to make a contract award to the next low offeror for the item, or take any other action deemed by **H-GAC** to be in the best interests of **End Users**, at its sole discretion.

- d. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing shall be automatically incorporated into the contract. However, **Contractor** must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. **H-GAC** will respond with written approval.

47. FORCE MAJEURE

If either party shall be wholly or partially prevented from the performance of any contractual obligation or duty by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident., order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of Force Majeure shall rest solely with **H-GAC**.

48. PERFORMANCE UNDER CONTRACT

H-GAC is committed to insuring that **Contractor** provides effective and efficient service to all Participants in the Cooperative Purchasing Program and expects that certain Performance Conditions must be met. Failure to meet these conditions may result in contract termination. In that regard, **Contractor shall:**

- a. Appoint a dedicated representative to be the contact person and focal point for all matters relating to End User quotations and orders. The representative shall have: A toll free phone number with voice mail; A fax number; A working e-mail address; and A postal address.
- b. Insure that the representative timely monitors all communication modes listed above, and promptly responds to communications from **End Users** and **H-GAC** in any of these modes. Phone calls will be promptly returned, in any event not later than the next business day. Acceptable failure will be due only to Force Majeure.
- c. Maintain sufficient qualified staff to promptly process all communications from **H-GAC** or **End Users**, and to efficiently, effectively and accurately service all requirements of the contract.
- d. As may be requested by **H-GAC**, replace any staff members who are not providing the service and expertise deemed necessary by **H-GAC** for acceptable support of **End Users**.
- e. Properly prepare and provide to **End User** a Contract Pricing Worksheet, or a quotation in other format as approved by **H-GAC**, for each and every order that is to be executed.
- f. Furnish, on request of **H-GAC**, reasonable data, forms and graphic material to be used in brochures or other print media, or on **H-GAC**'s website.
- g. Allow access to **H-GAC** authorized personnel for inspection of operating facilities, and auditing of purchase orders during the contract period, and for a period extending thru the completion of any outstanding orders. Site inspection may be arranged not less than ten (10) calendar days prior, shall include the names of all participants, and shall be at no expense to **Contractor**.
- h. **Reporting Requirements:**
 - **Contractor** agrees to submit written quarterly reports to **H-GAC** detailing all transactions during the previous three-month period. Such reports shall include, but are not limited to the following:
 - **End User** name
 - Product/Service purchased, including Product Code if applicable
 - End User Purchase Order Number
 - Purchase Order Date
 - Product/Service dollar amount
 - **HGACBuy** Order Processing Charge amount
 - Reports must be provided to **H-GAC** in MSExcel or other acceptable electronic format and are due by the 30th day of the month following the applicable quarter being reported.
- i. Should **Contractor** default in providing Products or Services as required by this Invitation and the contract, recourse may be exercised thru cancellation of the contract and other legal remedies as may be appropriate.

49. CONTRACTOR ORIENTATION/TRAINING

H-GAC believes that **Contractor's** familiarity with the operational policies and requirements of the Cooperative Purchasing Program is a key factor in achieving **End User** satisfaction. In that regard, the Contact Person listed on **Form A**, or an alternate, shall be required to participate in an **H-GAC** vendor orientation/training as soon as possible after contract award. In addition, any other of Contractor's staff who will be involved in any way with the

HGACBuy Program should participate in orientation. The orientation may be presented as a teleconference or webinar or may be held in **H-GAC**'s offices as may be determined by **H-GAC** and Contractor to be the most efficient and effective form of delivery.

50. LEGAL & CONTRACTUAL REMEDIES

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS

Procedure

Any actual or prospective **Offeror** or **Contractor** who is aggrieved in connection with a purchase transaction may file a grievance. The grievance may be filed at any phase of the procurement. In order for an above-mentioned party to enter the grievance process, a written complaint must be sent to the Chief Operations Officer (COO) of **H-GAC** by certified mail which identifies the following:

1. Name, mailing address and business phone number of the complainant.
2. Appropriate identification of the procurement being questioned.
3. A precise statement of reasons for the protest.
4. Supporting exhibits evidence or documents to substantiate any claims.

The grievance must be based on an alleged violation of **H-GAC**'s Procurement Procedures, a violation of State or Federal law (if applicable), or a violation of applicable grant or contract agreements to which **H-GAC** is a party. Failure to receive a procurement award from **H-GAC** in and of itself does not constitute valid grievance. Upon receipt of grievance, the Chief Operations Officer will initiate the informal resolution process.

Expedited Resolution

The Procurement Officer or Departmental Director responsible for the solicitation shall contact the complainant and all interested parties and attempt to resolve the allegations informally within ten (10) working days from date of complaint. If the allegations are successfully resolved by mutual agreement, documentation will be forwarded to the Chief Operations Officer of the resolution with specifics on each point addressed in the original complaint.

If the Procurement Officer or Departmental Director is not successful in resolving the allegations, the complaint along with the comments will be forwarded to the Chief Operations Officer immediately. The Chief Operations Officer will review all documentation. All interested parties will be given written notice of the date, time, and place of the hearing and an opportunity to present evidence. A written decision will be issued within five (5) working days after the hearing along with notice of appeal rights.

Appeals

The complainant may appeal the Chief Operations Officer's decision by submitting a written appeal, within five (5) working days, to the Executive Director of **H-GAC**. The Executive Director, upon receipt of a written notice of appeal, shall contact the complainant and schedule a hearing within ten (10) working days. The Executive Director of **H-GAC** has the option of appointing a Hearing Officer to preside over the hearing. If appointed, the Hearing Officer shall conduct a hearing and forward a summary and recommended resolution to the Executive Director.

The decision reached by the Executive Director or his designee shall be final and conclusive. This decision will be forwarded to the complainant in writing within thirty (30) working days.

The **Contractor** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a Court of competent jurisdiction.

RESOLUTION OF CONTRACT DISPUTES

Upon breach or default, **H-GAC** shall give the **Contractor** written notice of default. If the default is not remedied, within a reasonable specified time from date of notification, to the satisfaction and approval of **H-GAC**, default will be declared.

Upon breach of contract or default, **H-GAC** may exercise any and all of its rights afforded by law, including but not limited to those referenced in the General Contract Provisions.

SOLICITATIONS OR AWARDS IN VIOLATION OF THE LAW

Contracts awarded in violation of the competitive process or otherwise in violation of the law are voidable by **H-GAC**.

51. NATIONWIDE SALES OPPORTUNITIES

HGACBuy provides purchasing services to local governments qualifying non-profits throughout the nation, and desires to make established contracts available to them wherever and whenever practicable. Therefore, once a contract is awarded, **Contractor** is expected to expand the scope of its marketing effort to include sales to **End Users** in all areas of the United States, and/or to assign any **H-GAC** contract to another contractor(s) as deemed appropriate by **H-GAC** in the interest of its End Users.

- **Contractor** may sell through **HGACBuy** anywhere subject to compliance with applicable laws and regulations. If the market structure in which **Contractor** operates requires a contract assignment for any particular sale, **H-GAC** will expect **Contractor** to assign the contract to a Manufacturer or to another Dealer(s). Such assignment must be approved by **H-GAC**.
- **Contractor**'s differential costs (e.g. transportation & delivery charges) and allowances (e.g. manufacturer's sales incentives) related to any sale may be charged to buyer.

<p style="text-align: center;">End of Section A General Terms & Conditions</p>

SECTION-B

PRODUCT SPECIFIC REQUIREMENTS FOR PARKS & RECREATION EQUIPMENT

1.0 PURPOSE AND SCOPE

The Houston-Galveston Area Council (H-GAC) is a government regional planning commission. Included within H-GAC is the *HGACBuy* program, which issues bid invitations and makes awards on behalf of our local government Members (municipalities, counties, K-12 schools, universities, hospital and special districts, and other local agencies), within and beyond Texas (8000 members in 49 states). **H-GAC expects (confirmed by a response to this Invitation) Offeror to have the capability and willingness to serve any H-GAC member, directly, or indirectly through an arrangement with (or contractual "assignment" to) another dealer or the manufacturer (i.e. in the case of an Offeror being a dealer).** As noted in Section-A, a vendor under this contract may petition H-GAC for an assignment (e.g. to a third party such as another dealer), whereby H-GAC extends an offer on vendor's behalf to the third party to be an additional, separate contract holder for the awarded catalog. If they are agreeable to the terms & conditions, contract pricing, et cetera, the third party may then be added onto the contract as an additional, independent vendor, capable of quotations, installation, receiving of end user payments, and the remittance of the purchase order processing charge.

This solicitation is intended to replace the current contract (PR11-18), with this specification addressing the potential needs of our Cooperative Purchasing Program's Members. It focuses on items consistent with local governments' parks and public venue needs, such as playground / child development equipment, safety surfacing, site amenities (tables, benches, grills, drinking fountains, sports and leisure/fitness equipment), and shelters/canopies. This specification describes a "catalog" style bid format, whereby complete manufacturers' catalogs will be pre-listed and priced (by manufacturers and/or dealers) in their entirety, with Offerors pricing the catalog documents at a percentage-off-list price. Offerors who are awarded contracts pursuant to this Invitation will be able to sell the equipment contained in the awarded catalog(s) through the program to H-GAC Members during a twenty-four (24) month contract period.

2.0 ACRONYMS AND DEFINITIONS

- **ASTM International:** American Society for Testing and Materials, Intl (100 Barr Harbor Drive, PO Box C700, West Conshohocken, PA, 19428-2959).
- **Catalog:** In general, an official pricing document from the manufacturer or dealer; specifically, a formal, published manufacturer's catalog, with models and accessories listed and indexed by model numbers/codes, with associated retail/list pricing sheets; or, if the previous is unavailable, an internal manufacturer-to-dealers list price document or dealer price book, listing models and accessories and inclusive of available manufacture item numbers/codes and list prices.
- **Contractor:** H-GAC awardee under contract to sell through this program (vendor).
- **Cost-Plus:** Pricing offered as a percentage over actual cost. This method is useful in situations where unforeseen variables may affect the actual, final price (e.g. pricing on playground equipment installation, where there are regional cost-per-hour variances, ground / slab preparation problems, et cetera).
- **CPSI:** Certified Playground Safety Inspector". Certification offered by the NPSI for playgrounds safety inspections, covering ASTM and USCPSC standards.
- **Invitation:** The *Invitation to Submit Formal Bids* associated with the final version of this specification.
- **IPEMA:** International Play Equipment Manufactures Association (4305 North Sixth Street, Suite A, Harrisburg, PA 17110).

- **Members:** Local government agencies (cities, counties, police and fire departments, K-12 schools, universities, et cetera) participating in the Houston-Galveston Area Council's Cooperative Purchasing Program (*HGACBuy*). Members, at their discretion, purchase equipment and services through H-GAC from contracted manufacturers and/or dealers, following a formal bid-award process.
- **NPSI:** National Playground Safety Institute (National Recreation and Park Association; 22377 Belmont Ridge Road, Ashburn, VA 20148-4150).
- **Offeror:** Manufacture and/or dealer who submits a formal pricing response to this Invitation (bidder).
- **USCPSC:** U.S. Consumer Product Safety Commission (4330 East West Highway, Bethesda, MD 20814).

3.0 SAFETY REQUIREMENTS: PLAYGROUND EQUIPMENT

For playground equipment and safety surfacing, and as applicable, playground installation services bid and sold under this invitation and its subsequent contract, manufacturers and dealers shall conform to the following safety requirements. **By submitting a formal bid response, Offeror acknowledges compliance to the following minimum requirements:**

- 3.1 Compliance with CPSC safety standards as expressed in CPSC Publication No. 325: *Handbook for Public Playground Safety* (most recent version).
- 3.2 Playground equipment manufacturers shall possess IPEMA certification.
- 3.3 **Compliance with these ASTM standards (most current versions):** F1487: *Standard Consumer Safety Performance Specification for Playground Equipment for Public Use*; ASTM F1951: *Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment*; ASTM F2373 *Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months through 23 Months*.
- 3.4 **Surfacing manufacturers and installers shall possess IPEMA certification or shall provide evidence of compliance to the following ASTM standards: for surfacing (most current versions):** F1292: *Standard Specification for Impact Attenuation of Surface Systems, Under and Around Playground Equipment*; F2075: *Standard Specification for Engineered Wood Fiber for Use as Playground Safety Surface Under and Around Playground Equipment*; F2223 *Standard Guide for ASTM Standards on Playground Surfacing*; F2479 *Standard Guide for Specification, Purchase, Installation and Maintenance of Poured-In-Place Playground Surfacing*.
- 3.5 Where normally available by manufacturers, factory certified dealer installers (in which case, associated pricing shall be specified on Form-E)
- 3.6 Capability of passing a formal third party NPSI-CPSI audit if required by H-GAC member.

4.0 GENERAL REQUIREMENTS

- 4.1 All equipment sold under this program shall be new, non-refurbished equipment, carrying the manufacturer's standard warranty, being as good or better as is normally issued to government buyers.

5.0 PRODUCT CODES AND PRICING

- 5.1 For the purpose of this Invitation, all catalogs covered by this specification shall be relegated to those pre-listed on Form-D. On Offeror's bid submittal, a reference shall be made to the Form-D alpha-numeric "Product Codes" on any options priced on Form-E. Offeror may price any catalog on Form-D and shall do so as a single percentage discount off list pricing, for the

entire applicable catalog(s) described. **Bids where a line item(s) is shown without any listed discounts (i.e. zero percent) will be deemed as a non-compliant line item(s).**

- 5.2 The catalogs and price books bid shall be the most current documents in effect during this Invitation's open bid period - specifically those corresponding with a 2020 calendar year time frame and the submittal date (i.e. May 2020). If a manufacturer issues a catalog revision during the life of this contract, contractors shall submit the revised catalog to H-GAC as part of a contract update request.
- 5.3 **H-GAC ORDER PROCESSING CHARGE:** As described in Section-A, for each purchase order processed under an awarded contract, H-GAC will directly invoice contractor a 1.5% Order Processing Charge, applicable to the price of all equipment and services (including installation, et cetera) that are submitted in contractor's solicitation response. Fee is calculated from awarded bid pricing before any additional point-of-purchase discounts have been applied. It is Offeror's responsibility to take this charge into account in the pricing offered in response to this Invitation (i.e. building this fee into Form-D discount figure and the Form-E options prices)

5.4 Offeror shall include with bid package, for every catalog bid under this Invitation, an electronic copy of:

- (1) The applicable manufacturer's catalog; and**
- (2) The associated list price book / sheet.**

Line items that are bid without a list pricing shall be non-compliant.

- 5.5 Bid pricing shall be exclusive of freight charges, which will be addressed at the time of each individual sale, as a purchase order line item, specific to the individual H-GAC end user's location.
- 5.6 H-GAC's Form-E is included in your bid package. Offeror shall use it to price those related options that fall outside of a particular catalog listed herein. These include such things as installation and other labor/services fees, extended warranties, et cetera. Due to the preferences shown in the past from HGAC Members, bid responses for playground, skate park, water park, and shade / shelter equipment (and any other equipment where seller normally offers installation) should ideally include pricing (separately, on Form-E) for installation, and where normally or potentially provided by Offeror, pricing on related services such as design, demolition, preparation, and other associated, related services.

To satisfy this, if Offeror does include options pricing on such services/labor charges, Offeror may use the following option pricing mechanisms:

Specific-pricing tables showing \$/hour, cost/unit, \$/square foot, \$/column (e.g. concrete / footing installation), et cetera.

NOTE THE FOLLOWING CHANGES MADE TO H-GAC'S PREVIOUS BID SPECIFICATION REQUIREMENTS IN REGARDS TO LABOR/SERVICES PRICING

Restrictions

- ◆ Offeror shall **NOT** price such installation/labor options as a range (e.g. “between \$x and \$y), or “cost/cost-plus”, or a “not to exceed x% or x\$”, or a “per project basis”. **Such options will be disallowed from a line item award.**

- ◆ Offeror shall **NOT** include the following on Form-E:

- Catalogs that are represented on this specification (Form-D)
- Pricing / catalogs for other related equipment (e.g. replacement parts)
- **WITHOUT specific pricing (i.e. priced without a specific options table with prices or a combination list price sheets - % discount off list)**
- Non-catalogs products (replacement parts, complementary products from other brands, custom designs, et cetera) **WITHOUT specific pricing (i.e. WITHOUT specific options table with prices, or list price sheets with a % discount off list)**

Such options pricing of an otherwise responsive bid will be disallowed from the final award

5.7 Where Offeror provides a detailed labor/services table, it may be framed as national, regional, or state-by-state.

5.8 List price books/sheets should contain only the item descriptions and the non-discounted list prices...no “HGAC Price”, “Price + Discount”, or other variation.

Note: Per the Texas Interlocal Cooperation Act, a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h). Consequently, if a response includes quotes either of these pricing elements, that portion will not be included in award.

6.0 MANUFACTURERS

H-GAC welcomes manufactures participation in this bid process. At a minimum, this would mean encouraging dealers to participate in this bid invitation, or to bid directly, or jointly with other dealers. Manufacturer-bidders who become awarded contractors will provide HGAC Members with assistance, PO processing, product delivery, fee remittal, and quarterly sales reporting to HGAC. However, manufacturer may utilize dealers for individual sales quotations, delivery, and installation capacities.

7.0 AWARDS

For each specific Form-D line item, H-GAC will recommend awards to the contractor with the highest overall score providing the best value.

- **Scoring Component: Pricing**
For each line item, a review of Offerors’ submitted bid prices will be conducted. Where pricing elements are satisfied (including a thorough and accurate Form-E, et cetera), each Offeror will be ranked first, second, third, et cetera, based upon product pricing levels. The Form-D Base percentage discount submitted, weighted to 90% of the total score. Each rank will then be adjusted against the weighed multiplier to arrive at this pricing subsection score.

- **Scoring Component: Past Performance**

An evaluation will be conducted of the Offeror's previous sales performance as an HGACBuy Contractor. This is weighted at a maximum 10% of the total score. If an Offeror is a current vendor and has sales, they will receive the full 10%, and for no sales, 0%. First-time bids will receive the maximum 10% for this scoring component. Each Offeror's rank will be adjusted against the 10% / 0% index to arrive at this Past Performance subsection score. For each line item, an offeror will receive a final score, comprised of the score for their Pricing and Past Performance scores.

In the event of a tie, H-GAC reserves the right to utilize additional factors in compiling a tie breaker, which may include an offeror's specific H-GAC member sales data, number and location of branches, **depth and breadth of priced options (e.g. inclusion of installation)**, a vendor's reporting and fee remittance history with HGAC, vendor history with respect to HGAC members, et cetera. NOTE: For joint bids (e.g. a single response from multiple dealers), each party will be scored per the above criteria and an overall average will be taken of all Form-A's submitted to determine the overall score for each joint bid submission. Requests for debriefing must be in writing within five (5) days after Board approval. H-GAC reserves the right to not conduct debriefings made after that time. This procedure is not available to parties that did not participate in solicitation or had non-responsive (failing to follow solicitation requirements), non-timely (late), or otherwise rejected proposals/bids.

8.0 MARKETING & SUPPORT PLAN (FORM-H)

H-GAC expects proposer to have the capability and willingness to serve any H-GAC Member across the nation, and to promote this contract to the best of its ability. Consistent with this, proposer should acknowledge this, with a description of the resources that will most likely be employed (1) in promoting this contract (e.g. sales calls, mail-out campaigns, et cetera, and (2) in serving H GAC Members (e.g. staff appointed to manage the contract, possible revised processes for purchase orders, staff training relating to this contract). Reference the H-GAC Forms Packet for Form-H.

9.0 COMMITMENT

Offeror is required to make some basic commitments to ensure the overall success of this program. By submission of a response, Offeror agrees to the following:

- Corporate/Sales Commitment

A commitment that HGACBuy has the support of senior management and that HGACBuy will be the primary government contracting vehicle when offering services/products awarded from this solicitation to eligible end users nationwide. A further commitment to aggressively market the program, both independently as well in partnership with HGACBuy.

- HUB Participation

It is H GAC's goal to have Historically Underutilized Business Enterprise (HUB) participation in providing services under a contract. If Offeror(s) intends to employ subcontractors in providing services/products related to this solicitation, Offeror(s) shall make and demonstrate a good faith effort to include HUB participation under a contract. Offeror(s) good faith effort shall include, but is not limited to the following affirmative steps (Ref. 2CFR 200.321 as a guide):

- 1) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- 2) Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 3) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- 4) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department

of Commerce

NOTE: The term HUB as used in this solicitation is understood to encompass all programs/business enterprises such as Small Disadvantaged Business (SDB), Disadvantage Business Enterprise (DBE), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE).

***** End of Section-B *****

For Use In Responding To Competitive Bid And Proposal Invitations

Invitation No.:	PR11-20
Title:	Parks & Recreation Equipment

This document contains the following (required) H-GAC forms:

FORM	DESCRIPTION
Form-A	Offeror Identification and Authorized Signatory
Form-B	Historically Underutilized Business Enterprises
Form-C	Response Checklist
Form-D	Offered Items Pricing
Form-E	Published Options
Form-H	Marketing & Support Plan
Form W-9	Request for Taxpayer Identification Number and Certification
Form CIQ	Conflict of Interest Questionnaire
Form 1295	Certificate of Interested Parties
Form HB 89	HB Verification Form
C.I.F.	Contractor Information Form

Offeror shall use the tabbed Excel version of these forms (no PDF)

These forms are hereby made available in electronic format. And **may not** be changed or altered in any way, except as may be specified on the form.

FORM-A: OFFEROR IDENTIFICATION & AUTHORIZED SIGNATORY
(DO NOT handwrite this Form. Information must be typed in.)

Invitation No.: PR11-20

Invitation Title: Parks & Recreation Equipment

Offeror Company:

Offeror Status Manufactur Dealer/Distributo Other
 Single Offeror Multiple
Response Type(1): Acting Alone Or Offerors

Contract Signatory(2):

Title:

Mailing Address(3):

Street/PO Box City State & Zip

Physical Address:

Street City State & Zip

Phone:

Fax:

Email Address:

Federal Tax ID No.:

Web Page URL:

(1) If Joint Offering, all parties must submit a signed Form A. A contract will be offered to each.

(2) Person who will sign final contract documents if an award is made.

(3) Address to which final contract documents would be sent for signature.

Member Contact Information

Contact Person (4):

Title:

Mailing Address:

Street/PO Box City State & Zip

Physical Address:

Street City State & Zip

Toll Free Phone:

Fax:

Email Address:

(4) Person who End Users will contact for product information and pricing quotations.

The Signatory below, on behalf of Offeror:

- Acknowledges having thoroughly reviewed the Invitation;
- Attests to having the authority to sign this response and commit Offeror to honor all requirements;
- Makes, under penalty of perjury, all required Offeror Certifications as detailed in General Terms;
- Certifies that all information provided in this Response is true and correct.

Signature:

Title:

Printed Name:

Date:

Title: Parks & Recreation Equipment

Offeror: _____

HUB Status Of Offeror

Offeror is a HUB, as detailed below. Offeror is not a HUB.

Designation(s): HUB DBE MBE WBE Other

*Certifying/Listing Authority(s):

*** Note:** The terms "Certified" and "Listed" as used in conjunction with HUB programs relate to the process of HUB qualification review. Jurisdictions usually require that companies claiming HUB status be reviewed and confirmed as meeting certain minimum requirements to claim that status, and that the review and confirmation process be carried out by certain designated entities.

Members of HGACBuy are subject to various requirements relative to purchasing goods and services from Historically Underutilized Business Enterprises (HUBs)(See Note 1). These requirements are promulgated by federal and state governmental authorities, and include measureable criteria such as "percentage of total dollars spent directed to HUBs", "number of HUB contractors used", "HUB subcontractors employed by primary contractors", etc. These requirements are generally formalized in goal oriented programs.

Offeror agrees to work with and assist HGACBuy members in meeting HUB targets and goals, as may be required by any rules, processes or programs they might have in place. Such assistance may include such things as compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a HUB entity was considered in a procurement transaction, etc.

Accepted and Agreed By (Name):			
Title:		Date:	

Subcontracts

On a separate sheet, list any subcontractors that would be employed in providing products or services related to this solicitation. Include the following information for each subcontractor:

- a. Company Name
- b. Address
- c. Phone number
- d. Applicable HUB designation/certification (DBE, MBE, etc.)
- e. Type of work subcontractor has been certified to perform as a HUB. Firm must be certified in a North American Industry Classification System (NAISC) code applicable to the kind of work the firm would perform on the contract.

Subcontractor List attached. No Subcontractors will be used.

Title: Parks & Recreation Equipment

Offeror: _____

This form is provided to help insure that all required response elements have been completed and included, or certified as being available upon request. **Responses that do not comply with all requirements may be considered non-compliant.**

This Response shall include:

1	All H-GAC forms (HGAC Forms Packet and those included in this table below), completed, and signed where prompted
2	A copy of the complete submission, including all required H-GAC forms, and all required documents. The HGAC forms document shall be unaltered except for the prompted data fields (name, pricing, etc.) and submitted in its original Excel format only (no PDF). Offeror shall not split the Forms document into its respective worksheets, but kept as a single document.
3	A comprehensive list of applicable priced options on Form-E
4	Per Section-B, complete electronic copies of each catalog priced and its associated list price book/sheet
5	A signed Form-A from all entities who are party to this submission and who should be offered a contract if this submission is successful.
6	The required list of References.
7	Details of "Service Organization", including locations, hours, personnel and parts/service availability
8	Complete Warranty Documentation for all products offered.
9	Completed Form-H
10	W-9 Form, completed and signed for each party to the bid.
11	CIQ Form, completed and signed for each party to the bid. The form and instructions for its use can be found at: https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm .
12	1295 Form, completed, signed for each party to the bid. The form and instructions for its use can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm .
13	HB 89 Form for each party to the bid, completed and signed.
14	Contractor Information Form for each party to the bid, completed and signed.

FORM-D: OFFERED ITEMS PRICING

Invitation No. "PR11-20: Parks & Recreation Equipment"

NOTE: Form-E is the document on which Offeror shall price options that fall outside of these catalogs' equipment. H-GAC has updated the options requirements. Offeror shall refer to the Section-B document included in this Solicitation packet, subsections 5.6-5.8

Offeror shall price the current version (at the time of this invitation's open bid period) of the chosen catalog(s) listed below, and shall include, per Section-B: (1) an electronic copy of each catalog bid and its associated list price sheet/book; (2) a percentage discount off list prices, on Form-D; (3) additional pricing on Form-E. If a catalog listed on this form references and is comprised of more than one distinct catalog and product line, Offeror must still show a single percentage discount.

Offeror:

For joint bids, insert the company names of all parties, using footnote references as needed

Product Code	Manufacturer	Catalog Description	Discount Off List
PR11-20A01	Action Play Systems	2020 Action Play Playground and Site Amenities Equipment Catalog	
PR11-20A02	Americana Building Products	2020 Americana Building Products Catalog	
PR11-20A03	Athletic Connection (SSG, Inc.)	2020 The Athletic Connection Master Catalog	
PR11-20A04	Barco Products	2020 Barco Site Amenities Catalog	
PR11-20A05	BCI Burke	2020 BCI Burke Park & Recreation Catalog	
PR11-20A06	Berliner Seilfabrik Play Equipment	2020 Berliner Seilfabrik and Urban Design Lines Catalog	
PR11-20A07	Bison, Inc.	2020 Bison Sports Equipment Catalog	
PR11-20A08	Cedar Forest Products	2020 Cedar Forest Shelters Catalog	
PR11-20A09	Century Industries	2020 Century Industries Stationary and Mobile Bleachers & Stage Equipment Catalog	
PR11-20A10	Classic Recreation Systems, Inc.	2020 Classic Recreation Systems Shade and Shelter Equipment Catalog	
PR11-20A11	Columbia Cascade	2020 Playground Equipment, Site Furnishings and Fitness Equipment Catalog	
PR11-20A12	Concord Industries	2020 Concord Industries Flagpoles Catalog	
PR11-20A13	Cre8Play	2020 Cre8Play Product Catalog	
PR11-20A14	Dog-On-It-Parks	2020 Dog-On-It-Parks Catalog-Dog Park Equipment Catalog	

PR11-20A15	Douglas Sports Equipment	2020 Douglas Sports Equipment Catalog	
PR11-20A16	DuraPlay	2020 DuraPlay Safety Surfacing Catalog	
PR11-20A17	Dynamo Industries	2020 Dynamo Playground and Basketball Equipment Lines Catalogs	
PR11-20A18	ExoFit	2020 ExoFit Outdoor Fitness Equipment Catalog	
PR11-20A19	Forever Lawn	2020 ForeverLawn Synthetic Surfacing Catalog (ForeverLawn Landscape, K9Grass, SportsGrass, Playground Grass, Splashgrass, GolfGreens, and BocceGrass product lines)	
PR11-20A20	Fibar Playground Surfaces	2020 Fibar Safety Surfacing Catalog	
PR11-20A21	Freenotes Harmony Park	2020 Freenotes Harmony Park Catalog	
PR11-20A22	Frog Furnishings (Jayhawk Plastics, Inc.)	2020 Frog Furnishings Site Furnishings Catalog	
PR11-20A23	Goric Marketing Group, USA	2020 Goric Playground Equipment and Safety Surfacing Catalogs	
PR11-20A24	Haws Corp.	2020 Haws Full Line Drinking Fountain Catalog	
PR11-20A25	Hendee Enterprises	2020 Hendee Shade and Shelter Product Catalog	
PR11-20A26	Henderson Recreational Equipment	2020 Henderson Playground and Site Amenities Catalog	
PR11-20A27	Icon Shelter Systems	2020 Icon Shade and Shelter Product Catalog	
PR11-20A28	ID Sculpture	2020 ID Sculpture Playground Climbing Sculpture Catalog	
PR11-20A29	International Mulch Co.	2020 International Mulch Company Catalog	
PR11-20A30	Jensen Swing Products	2020 Jensen Playground Equipment Catalog	
PR11-20A31	Kirby Built	2020 Kirby Built Site Amenities Catalog	
PR11-20A32	Landscape Structures	2020 Landscape Structures Catalog (Park & Playground Equipment, PlaySense, and SkyWays product lines)	
PR11-20A33	Madrax (Trilary, Inc.)	2020 Madrax Bicycle Rack Catalog	
PR11-20A34	Maryland Bleachers	2020 Maryland Bleachers Catalog	
PR11-20A35	Modern Shade, LLC	2020 Modern Shade Catalog	
PR11-20A36	MyTCoat	2020 MyTCoat Site Furnishings Catalog	
PR11-20A37	National Recreation Systems (PlayCore)	2020 NRS Bleachers Catalog	

PR11-20A38	New Earth Soils & Compost	2020 Kiddie Cushion Engineered Wood Surfacing Catalog	
PR11-20A39	Oasis Playgrounds	2020 Water Park/Playground Equipment Catalog	
PR11-20A40	Paris Equipment Manufacturing Ltd.	2020 Paris Site Furnishing and Outdoor Exercise Equipment Catalog	
PR11-20A41	Petersen Manufacturing	2020 Petersen Site Furnishings Catalog	
PR11-20A42	Pierceton Rubber	2020 Pierceton Rubber Catalog (Dynacushion, PlayPet, DynaBoulder, DynaCurb, and Activity products lines)	
PR11-20A43	Playcraft Systems (Commercial Playground Equip. Co.)	2020 Playcraft Playground Equipment and Site Furnishings Catalogs	
PR11-20A44	PlayMatta	2020 PlayMatta Playground Surfacing Catalog	
PR11-20A45	PlayMax Surfacing	2020 PlayMax Playground Surfacing Catalog	
PR11-20A46	Playsoft (Southwest Soils)	2020 Playsoft Playground Surfacing Catalog	
PR11-20A47	PlayWorld (Playworld Systems, Inc.)	2020 PlayWorld Systems Park & Playground Solutions Catalog	
PR11-20A48	PW Athletic Mfg. Co.	2020 Patterson-Williams Athletic Equipment and Site Furnishings Catalogs	
PR11-20A49	RCP Shelters, Inc.	2020 RCP Shade and Shelter Equipment Catalog	
PR11-20A50	Robertson Recreational Surfaces	2020 TotTurf, PupTurf, SecureLock, and SplashTread Safety Surfacing Catalogs	
PR11-20A51	SafeSurf	2020 SafeSurf Surfacing Timbers and Ramps Catalog	
PR11-20A52	Shade Structures, Inc. (USA Shade)	2020 Shade Systems Complete Shade Equipment Catalog	
PR11-20A53	Shade Systems	2020 Shade Covers, Canopies, Tents, Umbrellas & Shelters Catalog	
PR11-20A54	SofSurfaces	2020 SofTILE and SofRAMP Catalog	
PR11-20A55	Southwest Greens	2020 Southwest Greens Synthetic Grass and Sports Surfacing Catalog	
PR11-20A56	SportsPlay	2020 SportsPlay Catalog	
PR11-20A57	Stern-Williams Co., Inc.	2020 Stern-Williams Drinking Fountains, Wash Stations, and Outdoor Showers Catalogs	
PR11-20A58	Superior International Industries/ Superior Recreational Products	2020 SII Catalogs (SRP Playgrounds, GFP Playgrounds, Recycled Playgrounds, Shade, Shelter, Site Amenities/Dog Play and Play Components product lines)	

PR11-20A59	Themed Concepts	2020 Themed Concepts Playground Equipment Catalog	
PR11-20A60	Thomas Steele (Trilary, Inc.)	2020 Thomas-Steel Catalog	
PR11-20A61	Vista Furnishings	2020 Vista Site Furnishings Catalog	
PR11-20A62	Vitriturf (Hanover Specialties, Inc.)	2020 Safety and Athletic Safety Surfacing Catalog	
PR11-20A63	Wabash Valley Manufacturing	2020 Wabash Valley Catalog	
PR11-20A64	Waterplay Solutions Corp.	2020 Waterplay Waterpark Equipment Catalog	
PR11-20A65	Zeager's Woodcarpet (Zeager Bros, Inc)	2020 Zeager's Wood Carpet Catalog	

Offeror:

Instructions: Reference Section-B

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W-9

Respondent should reference the W-9 form included in this solicitation package. It is a writeable form and should be completed and submitted with response in both printed and electronic formats.

On joint bids, a W-9 form is required for each party to the bid.

CIQ

Respondent should reference the CIQ/Conflict of Interest Questionnaire form included in this solicitation package. **It is required and should be completed (even in the absence of a conflict of interest)**, with name of your company, name of signatory, and signature - submitted with response in both printed and electronic formats.

On joint bids, a CIQ form is required for each party to the bid.

1295

Respondent should reference the Texas Ethics Commission document highlighted in this solicitation package ("Certificate of Interested Parties - Form 1295"). This State of Texas document is found online and must be completed in associated with this solicitation, submitted in both printed and electronic formats.

TEC site:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

On joint bids, a 1295 form is required for each party to the bid.

HB 89

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract

Respondent should reference the *HB 89* form included in this solicitation package. It should be completed and submitted with response in both printed and electronic formats.

On joint bids, an HB89 form is required for each party to the bid.

Contractor Information Form

Respondent shall complete the enclosed H-GAC document, "Contractor Information Form", and include in response in both printed and electronic formats, and included with the other required forms.

On joint bids, a CIF form is required for each party to the bid.

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement -

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with **H-GAC** for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to **H-GAC**. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

SAMPLE

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

SAMPLE

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement -

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and _____, hereinafter referred to as the Contractor, having its principal place of business at _____.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins _____ and ends _____. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Signature

Name

Title

Date

H-GAC

Signature

Name Chuck Wemple

Title Executive Director

Date

SAMPLE

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																						
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Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission’s online filing application, printed out, signed, notarized, and attached to proposal in the response - Section TAB A)

H-GAC is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits H-GAC from entering into a contract resulting from this RFP with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to H-GAC at the time business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission. The following **definitions** apply:

- (1) **“Business Entity”** means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(1).
- (2) **“Interested Party”** means a person:
 - a) who has a controlling interest in a business entity with whom H-GAC contracts; or
 - b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(3).
- (3) **“Controlling interest”** means:
 - a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
 - b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
 - c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).
- (4) **“Intermediary”** means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
 - a) receives compensation from the business entity for the person’s participation;
 - b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
 - c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

As a “business entity,” all vendors must:

- (1) **complete Form 1295 electronically** with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - **All vendors must complete Form 1295, even if no interested parties exist**
 - In Section 2, insert “Houston-Galveston Area Council”
 - In Section 3, insert the H-GAC RFP # for this proposal
- (2) **print a copy of the completed form** (make sure that it has a computer-generated certification number in the “Office Use Only” box)
- (3) have an authorized agent of the business entity **sign the form**
- (4) **notarize the form**
- (5) **submit** the completed, signed, notarized Form 1295, with the certification of filing, by **attaching the form to your proposal in Section TAB A**

H-GAC must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after receipt by H-GAC. After H-GAC acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from H-GAC.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

House Bill 89 Verification Form

Prohibition on Contracts with Companies Boycotting Israel

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

I, (authorized official) _____,
do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>


Company Name

Signature of Authorized Official






















































Title of Authorized Official

Date

 PR11-20  More Options

 Items in this Folder  People on this Folder



<input type="checkbox"/>	Name ▼	Size	Uploaded	Creator	
<input type="checkbox"/>	  Zeager Bros., Inc - PR11-20.zip	32 MB	10:28 AM	S. Merchlinski	
<input type="checkbox"/>	  Waterplay-Solutions-Corp-PR11-20.zip	339 MB	11:24 AM	L. Noel	
<input type="checkbox"/>	  The PlayWell Group, Inc-HGAC PR11-20.zip	43 MB	6/11/20	M. Powell	
<input type="checkbox"/>	  The Fibar Group LLC Houston-Galveston-Area-Council-PR11-20.zip	24 MB	6/16/20	F. Vargas	
<input type="checkbox"/>	  SUPERIOR INTERNATIONAL INDUSTRIES, dba SUPERIOR RECREATIONAL PRODUCTS-PR11-20.zip	57 MB	6/12/20	K. Lockhart	
<input type="checkbox"/>	  SofSurfaces, Inc - PR11-20.zip	36 MB	9:51 AM	b. goss	
<input type="checkbox"/>	  Shade Systems-PR11-20.zip	18 MB	6/16/20	M. Talbot	
<input type="checkbox"/>	  PW ATHLETIC MFG-PR11-20.zip	59 MB	6/16/20	M. Johnson	
<input type="checkbox"/>	  PLAYMAX-PR11-20.zip	39 MB	6/16/20	C. Wolf	
<input type="checkbox"/>	  Playground-Specialists-Inc-HGAC-PR11-20.zip	856 MB	8:18 AM	B. Stokley	
<input type="checkbox"/>	  MattaLLC-PR11-20.zip	20 MB	12:14 PM	J. Lum	
<input type="checkbox"/>	  Landscape_Structures_Inc_PR11-20.zip	270 MB	6/16/20	E. Harkess	
<input type="checkbox"/>	  Icon-Shelter-Systems PR11-20.zip	17 MB	6/16/20	S. Schmeiser	
<input type="checkbox"/>	  Houston-Galveston-Area-Council-PR11-20[1].zip	24 MB	6/15/20	F. Vargas	
<input type="checkbox"/>	  Houston-Galveston-Area-Council-PR11-20[1] (2).zip	24 MB	6/15/20	F. Vargas	
<input type="checkbox"/>	  HGAC-PR11-20-Section-C-Forms-Final (1).xls	319 KB	6/11/20	M. Powell	
<input type="checkbox"/>	  Henderson USA Recreation Equipment Limited - Vista Site Furnishigns PR11-20.zip	196 MB	6/15/20	A. Crawley	
<input type="checkbox"/>	  Hendee-Enterprises-Inc-PR11-20.zip	5 MB	12:52 PM	Y. Jones	
<input type="checkbox"/>	  ForeverLawn Inc HGAC PR11-20.zip	52 MB	6/16/20	R. Wolf	
<input type="checkbox"/>	  ExoFR-PR11-20.zip	5 MB	6/16/20	D. Flesher	
<input type="checkbox"/>	  Columbia Cascade - PR11-20.zip	41 MB	6/16/20	S. Porter	
<input type="checkbox"/>	  Century Industries-PR11-20.zip	10 MB	6/12/20	M. McRae	
<input type="checkbox"/>	  Cedar Forest Products-PR11-20.zip	14 MB	6/15/20	B. LaBarge	
<input type="checkbox"/>	  Berliner-Seilfabrik-Play-Equipment-Corporation-PR11-20.zip	605 MB	8:20 AM	D. Dean	
<input type="checkbox"/>	  BCI Burke - PR11-20.zip	83 MB	6/16/20	J. Westphal	
<input type="checkbox"/>	  AMERICANA OUTDOORS INC-PR11-20.zip	60 MB	6/16/20	M. Johnson	

Email me when a file is: Downloaded from this folder Uploaded to this folder



Folder Activity Log

Folder: [Edit](#) User: Date:

Include activity log of subfolders

Activity Types

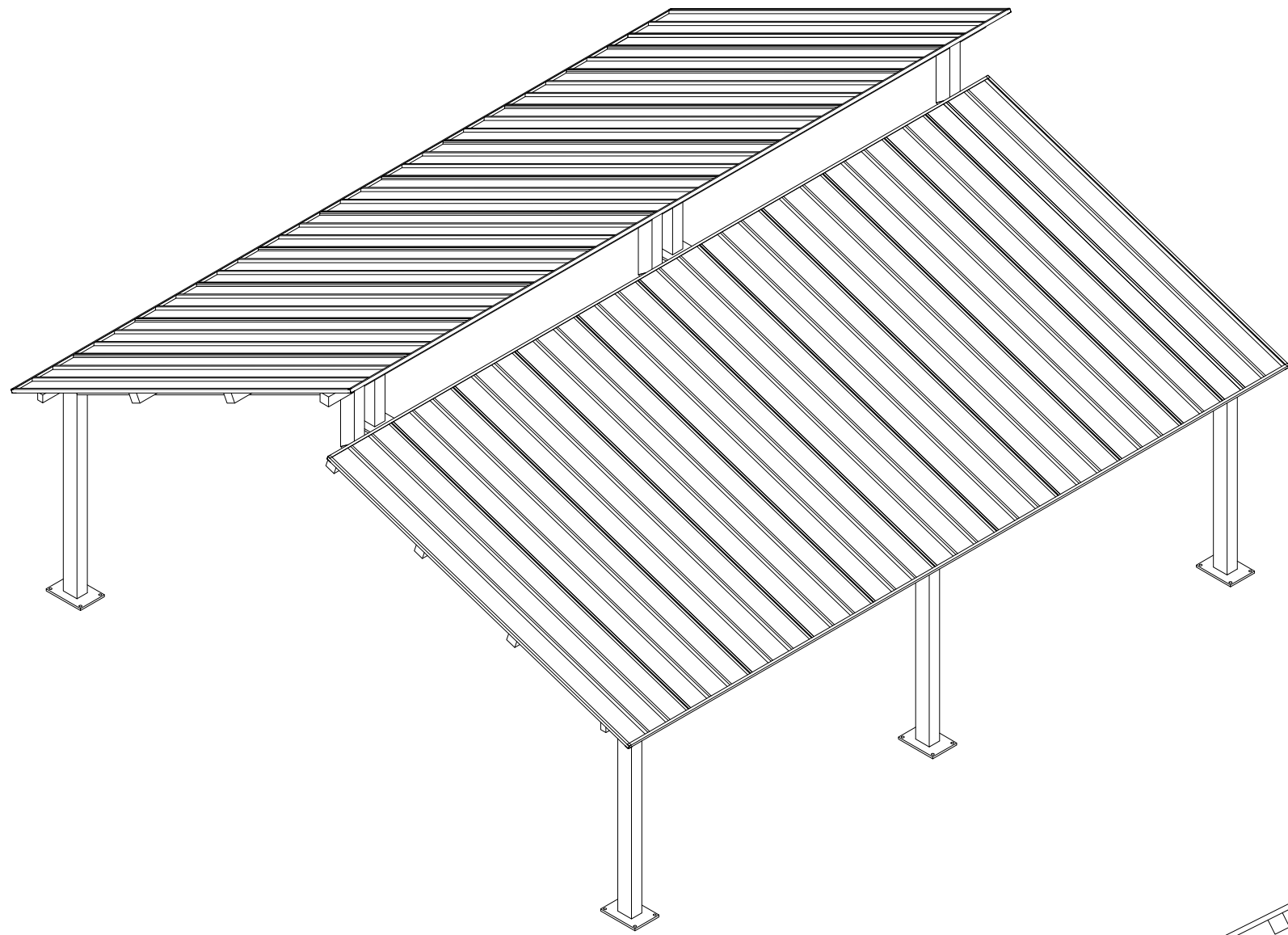
- Download/View Move Files/Folders Create URLs DLP Share
- Upload Restore Files/Folders Check In/Check Out
- Delete Files/Folders Create Folders DLP Scan (OK)
- Edit Create Notes DLP Scan (Rejected)

Activity Log for "PR11-20"

[Export to Excel](#)

Date	Item Name	Activity	User
2:13 PM	/santosh.puttappa@h-gac.com/HGACBu...	Download	T. Metty
12:52 PM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	Y. Jones
12:14 PM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	J. Lum
11:24 AM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	L. Noel
10:28 AM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	S. Merchliński
9:51 AM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	b. goss
8:20 AM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	D. Dean
8:18 AM	/santosh.puttappa@h-gac.com/HGACBu...	Upload	B. Stokley
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	S. Porter
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	E. Harkess
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	M. Talbot
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	M. Johnson
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	M. Johnson
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	J. Westphal
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	R. Wolf
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	C. Wolf
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	F. Vargas
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	D. Flesher
6/16/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	S. Schmeiser
6/15/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	F. Vargas
6/15/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	A. Crawley
6/15/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	F. Vargas
6/15/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	B. LaBarge
6/12/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	K. Lockhart
6/12/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	M. McRae
6/11/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	M. Powell
6/11/20	/santosh.puttappa@h-gac.com/HGACBu...	Upload	M. Powell

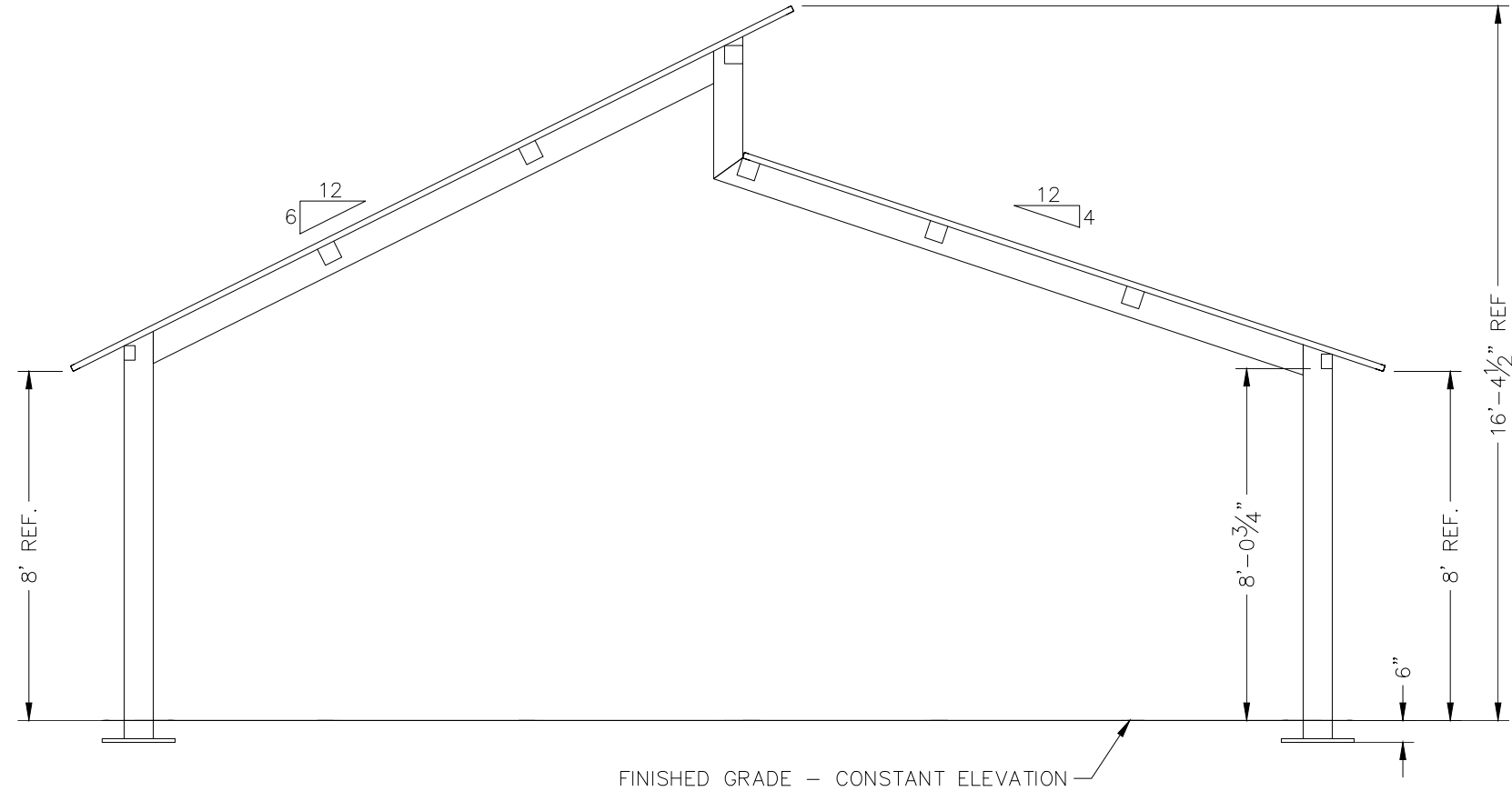




PRELIMINARY: NOT FOR
CONSTRUCTION

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800.748.0985
616.396.0944 FX

Elevation



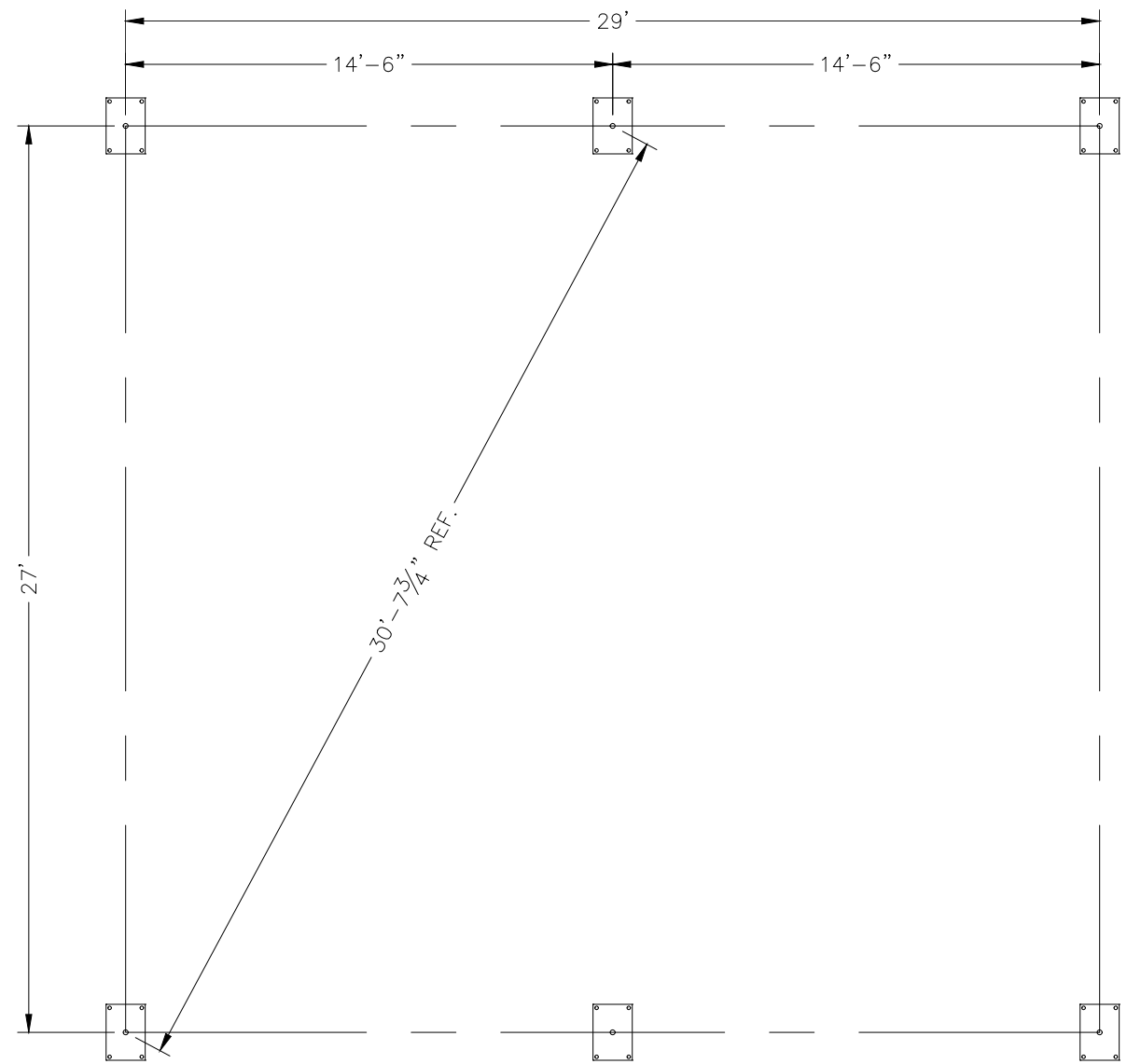
DRAWN BY:	RGB
DATE:	2/2/2026
PRELIMINARY ID:	108971
REVISION:	A
BUILDING TYPE:	DS30X32M-P64
PROJECT NAME:	

SHEET
1.0

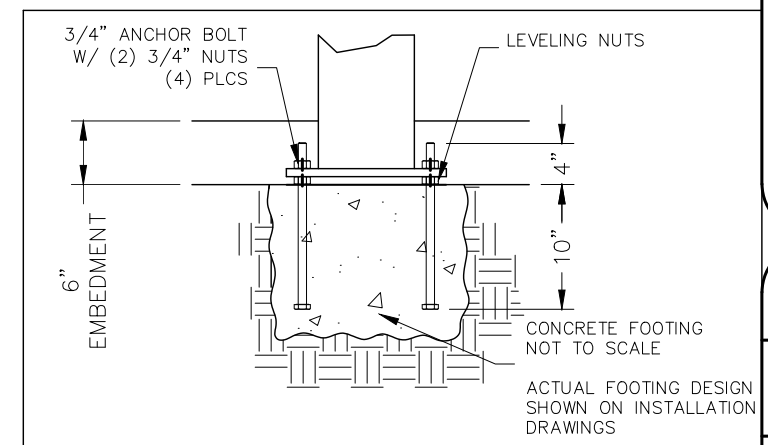
DWG:Shelters\DS\30X32\M-P6-35-90-100\Drawings\Preliminary\DS30x32M-P6-35-90-100~108971.dwg

PRELIMINARY: NOT FOR CONSTRUCTION

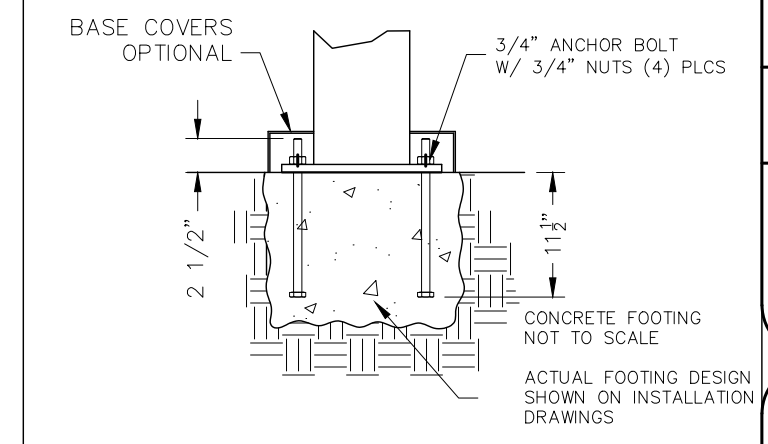
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Anchor Bolt Layout



PRELIMINARY DRAWINGS SHOWN AS 6" BURIED
 STANDARD BASE CONNECTION
 COLUMN TYPE: A (6" BURIED)

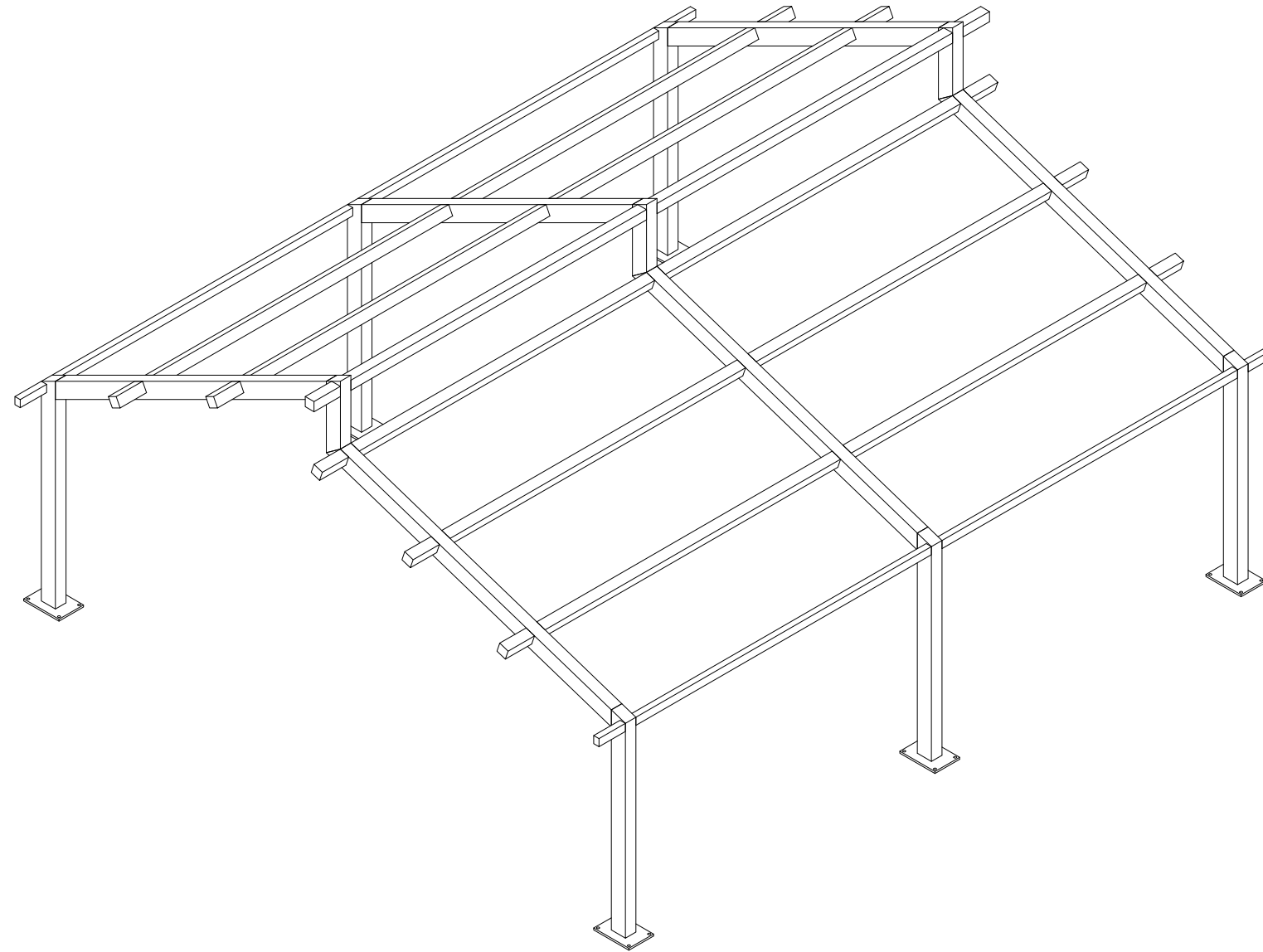
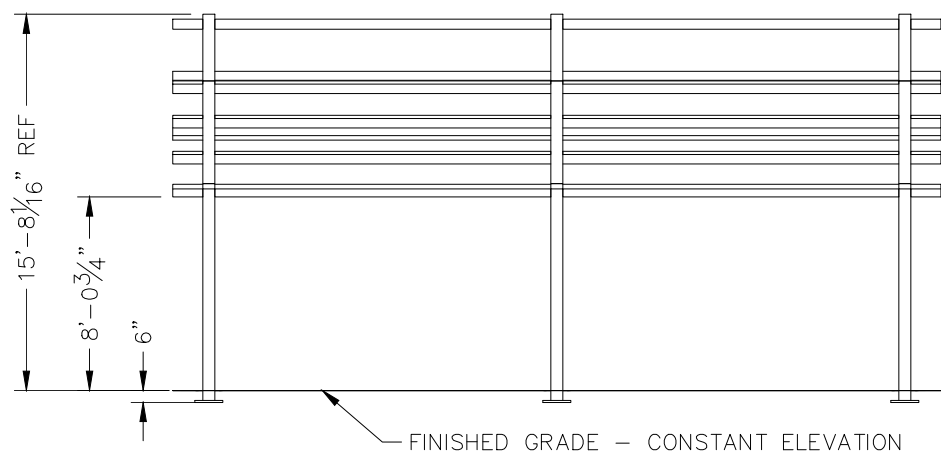
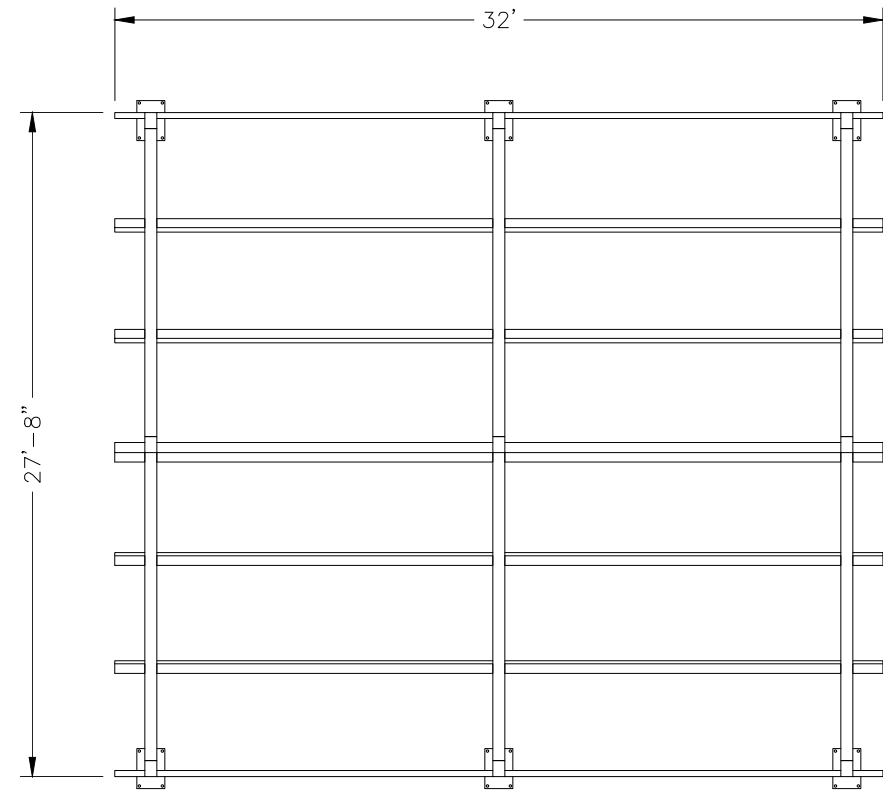


OPTIONAL BASE CONNECTION
 COLUMN TYPE: B (SURFACE MOUNT W/ COVERS)

DRAWN BY:	RGB
DATE:	2/2/2026
PRELIMINARY ID:	108971
REVISION:	A
BUILDING TYPE:	DS30X32M-P64
PROJECT NAME:	

SHEET
2.0

DWG:Shelters\DS\30X32\M-P6-35-90-100\Drawings\Preliminary\DS30x32M-P6-35-90-100~108971.dwg



ALL STRUCTURAL COMPONENTS WILL BE:
 TUBE: ASTM A500 GRADE B
 PLATE: ASTM A36
 BOLTS: ASTM A325
 NUTS: ASTM A563
 WELDING: GMAW

NOTE:
 COLUMN SIZE: HSS 8x6x3/16

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Frame

DRAWN BY:	RGB
DATE:	2/2/2026
PRELIMINARY ID:	108971
REVISION:	A
BUILDING TYPE:	DS30X32M-P64
PROJECT NAME:	

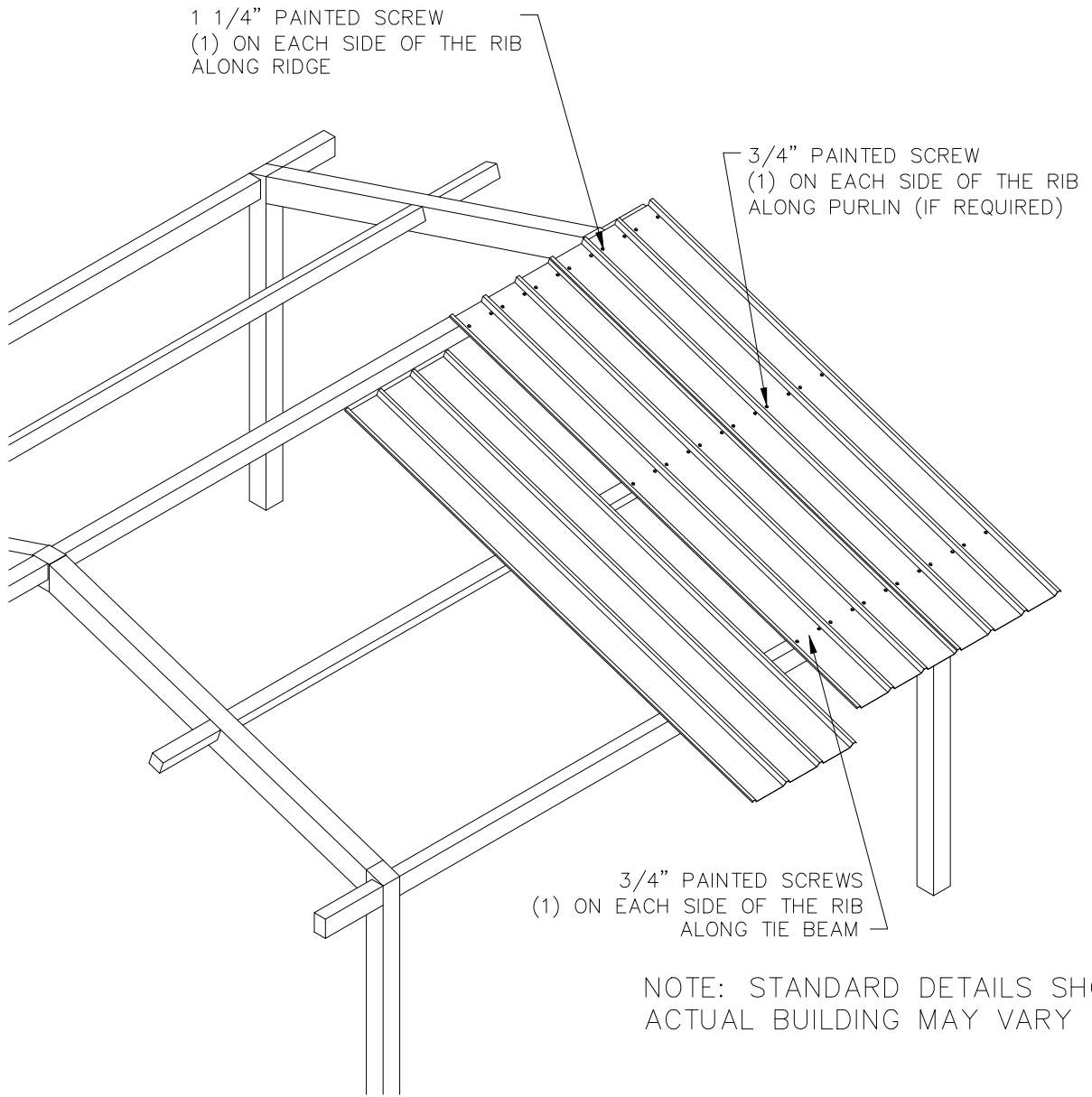
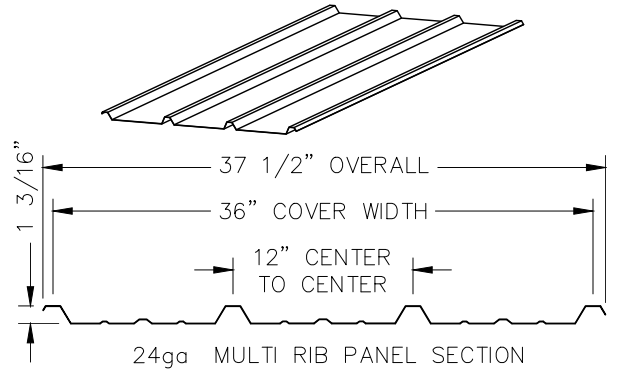
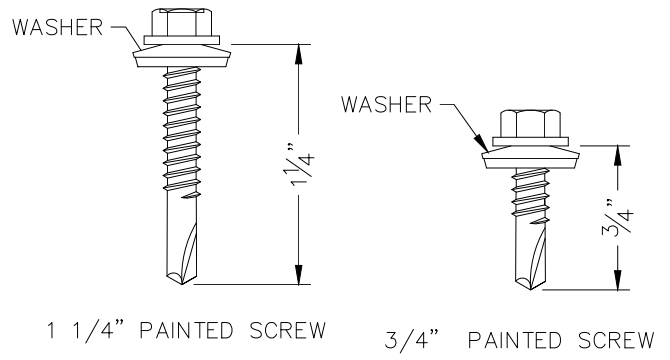
SHEET
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DWG:Shelters\DS\30X32\M-P6-35-90-100\Drawings\Preliminary\DS30x32M-P6-35-90-100~108971.dwg

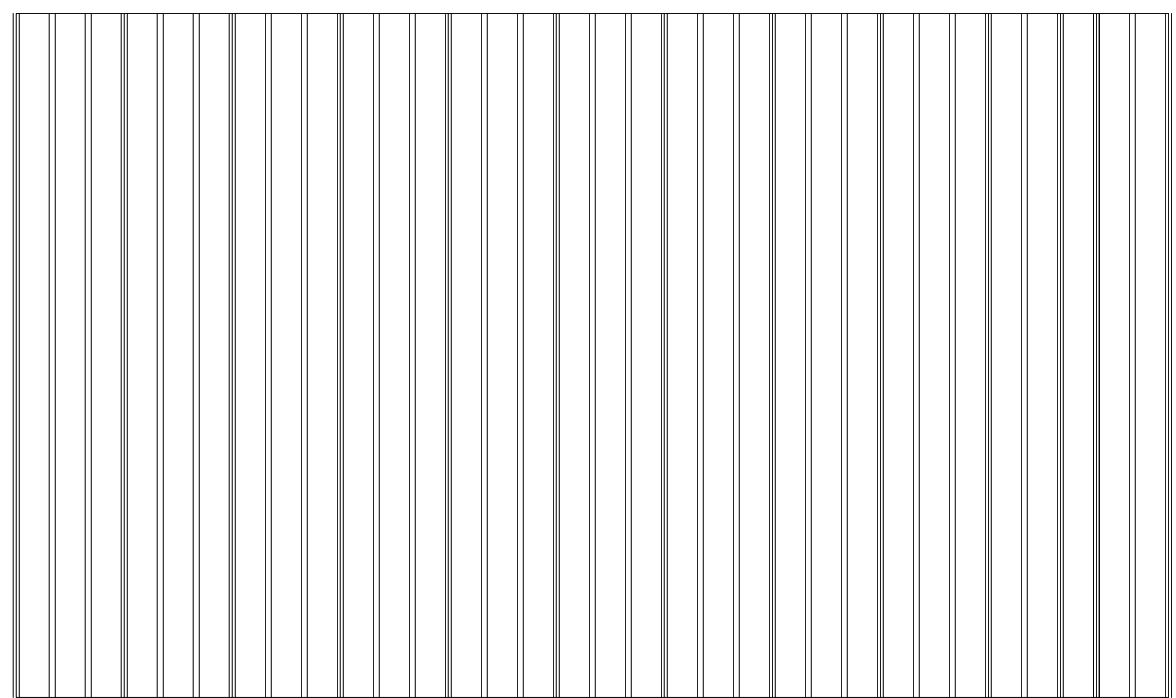
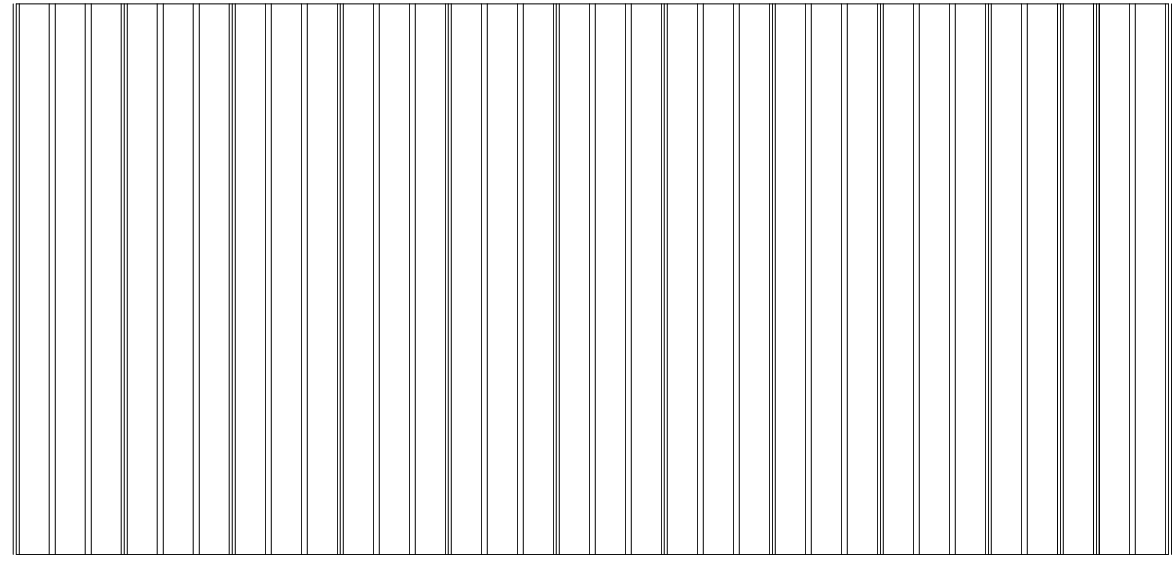
Engineering\AcadStandard\Blocks\Titles\CONCRETE
 QF-73-01-42

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NOTE: STANDARD DETAILS SHOWN
 ACTUAL BUILDING MAY VARY



32'

Roof Layout

DRAWN BY:	RGB
DATE:	2/2/2026
PRELIMINARY ID:	108971
REVISION:	A
BUILDING TYPE:	DS30X32M-P64
PROJECT NAME:	

SHEET
 4.0

DWG:Shelters\DS\30X32\M-P6-35-90-100\Drawings\Preliminary\DS30x32M-P6-35-90-100~108971.dwg

ELECTRICAL INFORMATION - DUAL SLOPE

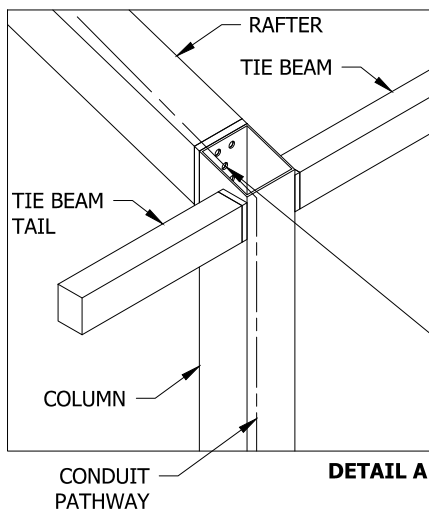
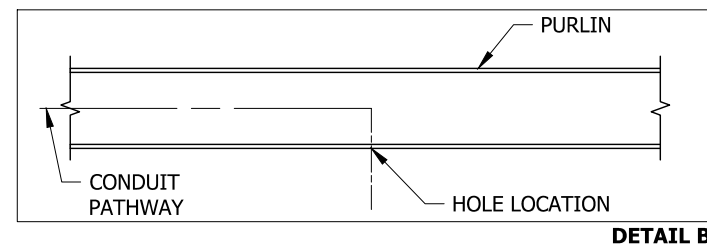
ICON'S STANDARD ELECTRICAL IS DESIGNED TO ACCOMMODATE Ø1/2" CONDUIT WITH A Ø3" INLET HOLE ON THE BOTTOM OF EACH COLUMN. THE CONDUIT PATHWAY RUNS THROUGH THE COLUMN, RAFTER, AND RIDGE BEAM THROUGH ALL BOLTED CONNECTIONS AS SHOWN. IF YOU HAVE SPECIAL ELECTRICAL REQUIREMENTS, PLEASE OUTLINE ANY CHANGES BELOW AS DESCRIBED.

PLEASE NOTE: DESIGN LIMITATIONS ON HOLE/CUTOUT SIZES MAY APPLY. ICON WILL REACH OUT TO DISCUSS ANY SUCH LIMITATIONS AS NEEDED.

NOTE: ICON SHELTER FRAME IS NOT UL LISTED TO ACT AS A CONDUIT FOR ELECTRICAL WIRING. CONSULT LOCAL BUILDING CODES WHEN PLANNING YOUR ELECTRICAL SYSTEM.

OPTIONAL EXIT HOLES

IF REQUIRED, EXIT HOLES FOR LIGHTING, ETC. CAN BE PLACED IN THE RAFTER AND/OR PURLIN. USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED EXIT HOLE LOCATIONS AND SIZE.

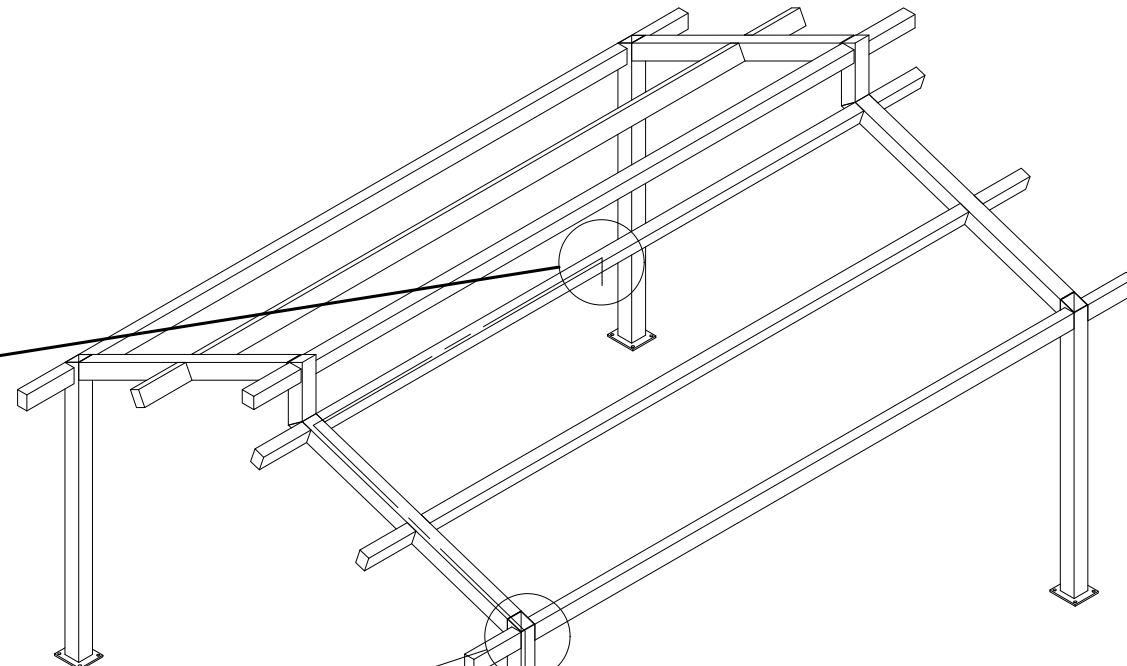


ICON PROVIDES A MINIMUM OF (1) 3/4" HOLE AT EACH CONNECTION FOR 1/2" CONDUIT. IF APPLICABLE, PLEASE SPECIFY REQUIRED CONDUIT SIZE: (CHARGES APPLY)

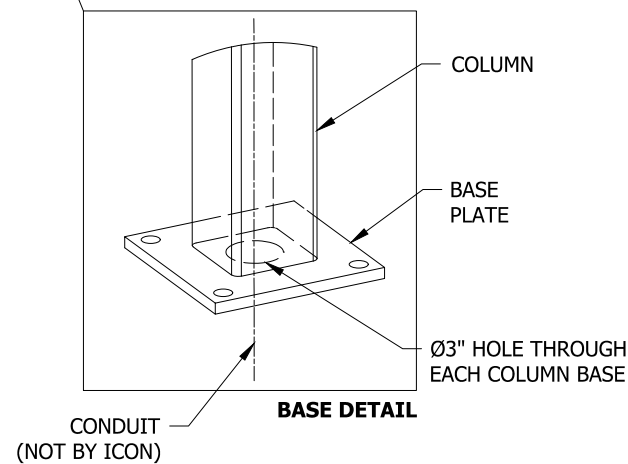
- 3/4" CONDUIT (1" HOLES)
- 1" CONDUIT (1 1/4" HOLES)
- OTHER (PLEASE SPECIFY)

NOTE: BUILDING DEPICTED ON THIS SHEET FOR ILLUSTRATION PURPOSES ONLY. ACTUAL LAYOUT AND FRAME MEMBER QUANTITIES VARY BY DESIGN. PLEASE REFER TO ELEVATION AND FRAME SHEETS IN THIS PRELIMINARY FOR ORDER-SPECIFIC CONFIGURATION.

PRELIMINARY: NOT FOR CONSTRUCTION



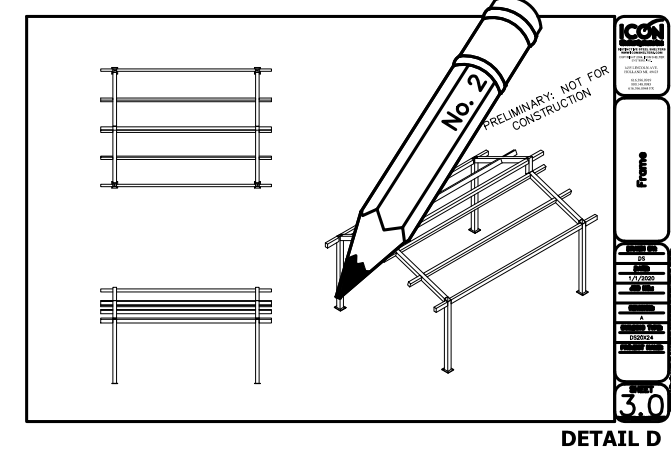
CONDUIT PATHWAY PROVIDED FOR EACH COLUMN.



STEPS:

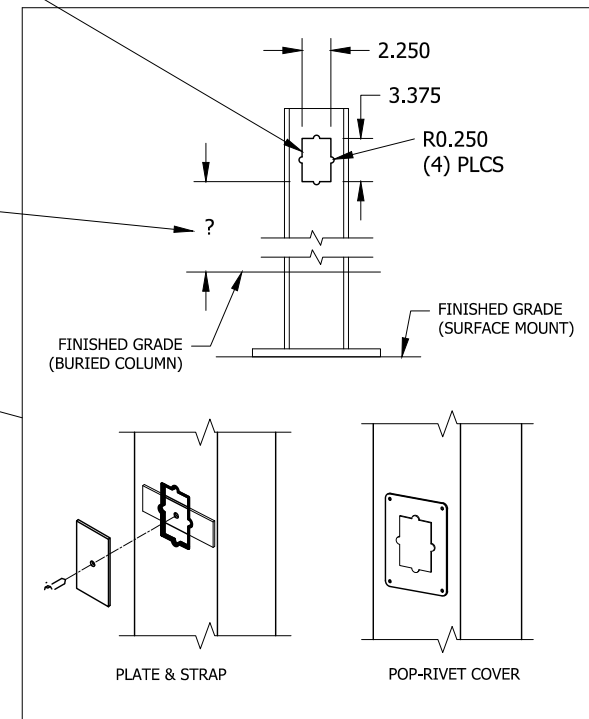
1. CONDUIT HOLE SIZE (DETAIL A)
2. ELECTRICAL EXIT HOLES (DETAIL B)
3. ELECTRICAL ACCESS & COVER PLATES (DETAIL C)
4. ELECTRICAL CONDUIT PATHWAY (DETAIL D)

IF REQUIRED, PLEASE DRAW THE NECESSARY ELECTRICAL CONDUIT PATHWAY ON THE FRAME SHEET OF THIS PRELIMINARY.



OPTIONAL CUTOUTS
USE FRAME SHEET OF THIS PRELIMINARY TO SPECIFY REQUIRED CUTOUT LOCATIONS (CHARGES APPLY) SEE REQUIRED INFO BELOW

- (1) STANDARD CUTOUT SIZE SHOWN. SPECIFY IF OTHER SIZE REQUIRED.
- (2) CUTOUTS WILL BE ON INSIDE FACE OF COLUMN UNLESS OTHERWISE INDICATED ON FRAME SHEET.
- (3) SPECIFY HEIGHT ABOVE FINISHED GRADE FOR EACH CUTOUT AS SHOWN



(4) COVER PLATES PROVIDED UPON REQUEST (CHARGES APPLY) PLEASE SPECIFY TYPE AND QUANTITY REQUIRED:

- PLATE & STRAP
 - POP-RIVET COVER PLATE
- HOW MANY REQUIRED? _____

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Roof Layout

DRAWN BY:
RGB
DATE:
2/2/2026
PRELIMINARY ID:
108971
REVISION:
A
BUILDING TYPE:
DS30X32M-P64
PROJECT NAME:

SHEET
5.0

DWG: Shelters \DS\30X32\M-P6-35-90-100\Drawings\Pre\ Preliminary\DS30x32M-P6-35-90-100~108971.dwg

Brown square on the left is the location for the shelter installation. Engineering is still working on site design but has the land survey completed. Blue square is location of existing fitness court.



Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Justine Spease

Subject: North Park Playground Purchase

Recommendation: Staff recommends approval.

Action: Make a motion to approve the purchase of a Natural Landscapes playground from Fry & Associates, Inc. in an amount not to exceed \$275,000.

Background: Solicitation for vendors occurred in late winter of 2025; the ROSA committee recommended Fry as the vendor. Official vendor selection of Fry & Associates went to City Council on January 12th, 2026. Fry & Associates then worked with staff to create a few designs to present to the public for their input. The public survey was live from February 6th to February 17th on Facebook via a Google Form link. There were 161 online responses to the survey with the majority vote going to Option 1, the Natural Landscapes design.

Discussion: The Natural Landscapes design includes a toddler expansion to the West side of the trail just North of the existing restrooms with a couple of slides and a few climbing features, a swing set with one accessible swing, and an accessible merry-go-round. The main playground features an upright vibraphone feature, a couple of slides, monkey bars, and other climbing features. As noted in the attached proposal, Fry & Associates will provide a turn-key service for the replacement of the playground at North Park. This service includes tearing out the old equipment, installing new equipment and ground covering, as well as bench installations around both playground sets.

Financial Impact: The CIP & Equipment Reserve Fund includes \$275,000 budgeted for this project.

North Park Playground Replacement

Due to its age, it is budgeted this year to replace the playground at North Park.

Please look at the 3 options below. Each option has multiple pictures.

Voting will take place from Feb. 6 - Feb. 17 online via this form.

* Indicates required question

Option 1 - Ariel View



Option 1 - Natural Landscapes

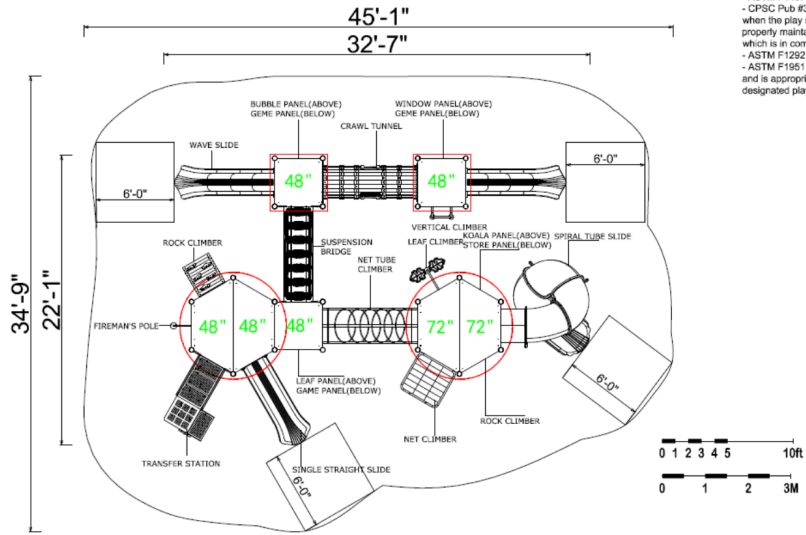


Option 1 - Toddler Expansion with Inclusive Features



Option 2 - Ariel View

Top View Detail

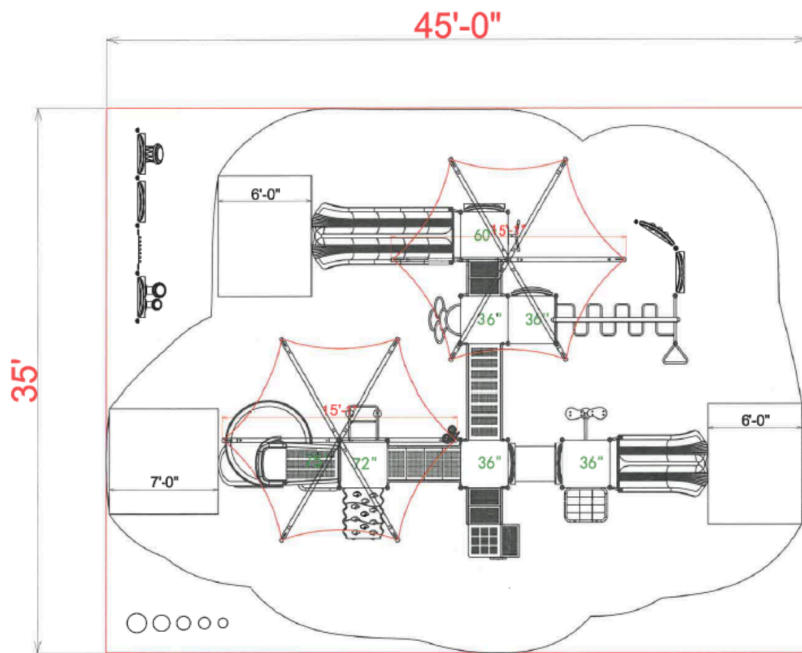


Compliance:
 This play structure has been designed to meet the safety requirements established in:
 - 2010 ADA Standard
 - ASTM F1487
 - CPSC Pub #325
 when the play structure is installed over a properly maintained surfacing material which is in compliance with:
 - ASTM F1292
 - ASTM F1551
 and is appropriate for the highest designated play surface of the structure.

Option 2 - Ecowood



Option 3 - Ariel View



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- AS
- AS
and
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Option 3 - Minimo



1. Which playground do you prefer? *

Mark only one oval.

Option 1 - Natural Landscapes

Option 2 - Ecowood

Option 3 - Minimo

This content is neither created nor endorsed by Google.

Google Forms

161 responses

[Link to Sheets](#)

Summary

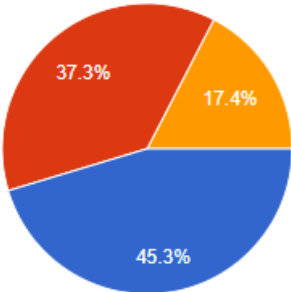
Question

Individual

Which playground do you prefer?

[Copy chart](#)

161 responses



- Option 1 - Natural Landscapes
- Option 2 - Ecowood
- Option 3 - Minimo



QUOTE

Fry & Associates, Inc.
 101 E 15th Ave, North Kansas City MO 64116
 t. 816-221-4825 f. 816-221-4831

20.6 ESC-PLAYGROUND-REC2021

Number FRYQ66685
Date Nov 25, 2025

End User	Ship To	Bill To
City of Bonner Springs, KS Justine Spease 205 E Second St Bonner Springs, KS 66012 United States	City of Bonner Springs, KS 1200 S 134th St Bonner Springs, KS 66012	City of Bonner Springs, KS Justine Spease 205 E Second St Bonner Springs, KS 66012 United States

Here is the quote you requested.

Associates	P.O. Number	Ship Via	Terms
Tim Grimes		Common	Net 10

Qty	Description	List Price	GB Price	Ext. Price
1	NL-41512 Custom Natural Landscape Unit-5"Galvanized Post-67	\$48,497.00	\$43,647.30	\$43,647.30
1	FS-41513(127) Free Standing Panels- Rain Maker Panel & Tic-Tac-Toe Panel, 5" Galvanized Pipe	\$3,776.00	\$3,398.40	\$3,398.40
1	FM-1808 Calliope Wave Pipes	\$6,249.00	\$5,624.10	\$5,624.10
1	FS-2205 Kids Tale Playgrounds Mixer ADA Merry-Go-Round	\$11,399.00	\$10,259.10	\$10,259.10
1	QS-24013 Kids Tale Playgrounds Over Ostrich	\$16,493.00	\$14,843.70	\$14,843.70
1	SPF-0802 Kids Tale Playgrounds 5in Single Post Swing Frame 8ft- 2 Bay	\$1,648.00	\$1,483.20	\$1,483.20
2	SS-0002 Kids Tale Playgrounds Belt Seat and Stainless Steel Chain Set (BLK)	\$149.00	\$134.10	\$268.20
1	SS-0008 Kids Tale Playgrounds UFO Swing and Cable Rope Set	\$1,172.00	\$1,054.80	\$1,054.80
1	Installation Installation of all playground equipment	\$0.00	\$52,000.00	\$52,000.00
4,586	PTN405 Fry & Associates, Inc. Primo Turf Natural 4.0in (8ft CFH)3000+ SF (Includes installation) **50% DEPOSIT REQUIRED**	\$24.34	\$21.91	\$100,479.26
1	Playground Removal Removal of existing playground structure and surfacing	\$0.00	\$8,500.00	\$8,500.00

Continued On Next Page ...

Qty	Description	List Price	GB Price	Ext. Price
2	34-60PL/S-2 6' BENCH, PLATES, RECYCLED PLASTIC Plastic Color: CEDAR Frame Color: BLACK	\$960.00	\$960.00	\$1,920.00
4,000	AB-3 Compaction under surfacing, 4000sf	\$3.00	\$3.00	\$12,000.00

Please contact me if I can be of further assistance.

SubTotal	\$255,478.06
Tax	\$0.00
Shipping	\$9,500.00
Total	\$264,978.06

Shipping Contact:
Email:

Phone:
Fax:

By Signing this I agree to the attached terms and conditions of this proposal. I also certify that I have the authority to enter the Billing Party into this agreement.

Quote Accepted By: _____ Date: _____

Pricing is CASH pricing. 3.5% cash discount will be removed from the total for credit card transactions.
Unless otherwise indicated all pricing good for 30 days from quote date



Sheet Notes

Scope

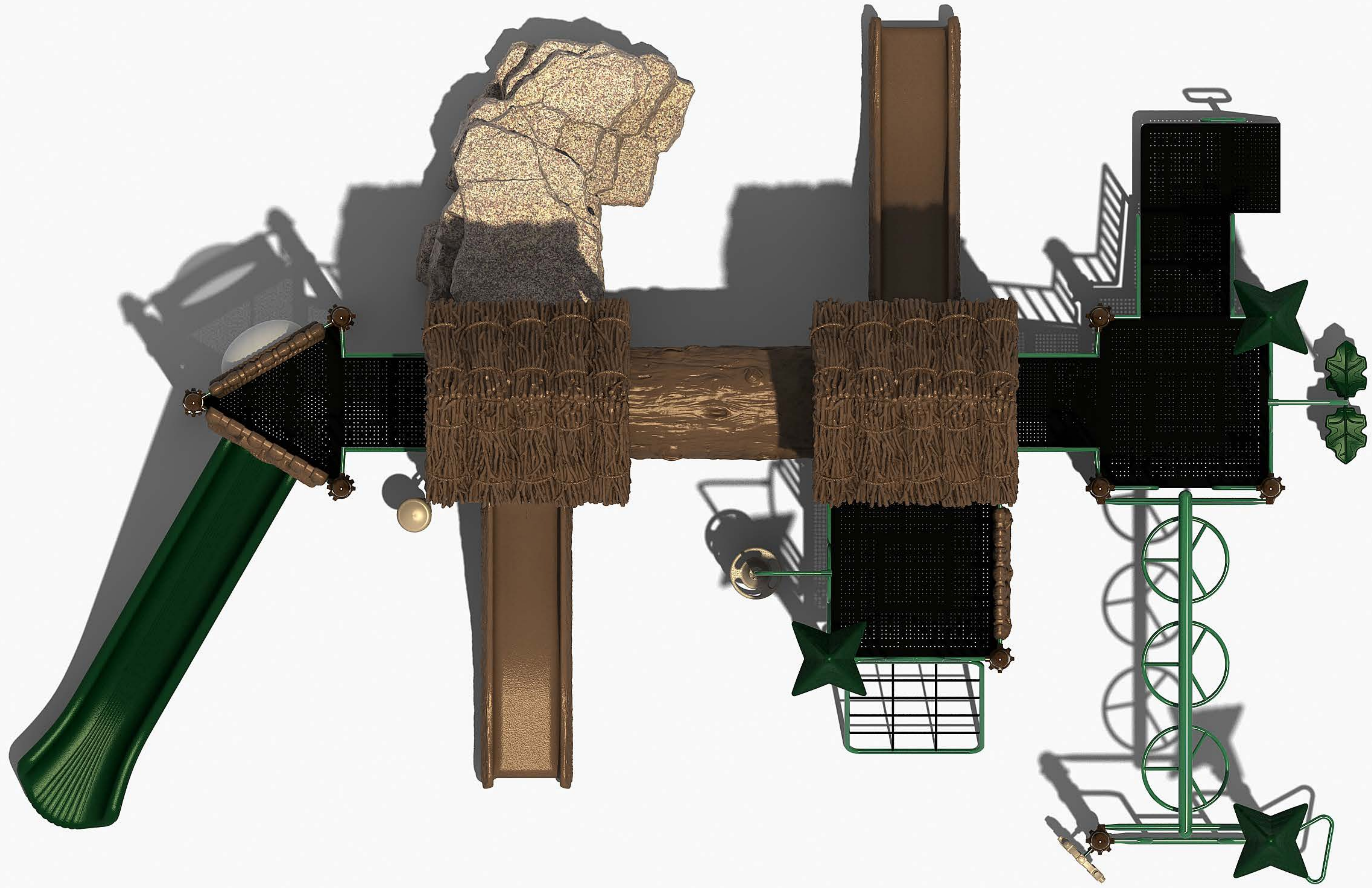
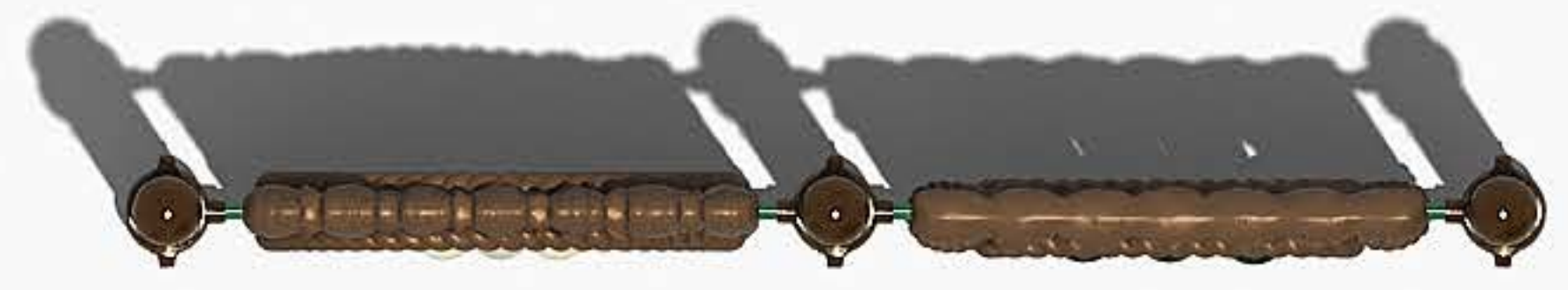
1. Remove Existing Equipment, Bordering and Surfacing
2. Install Minimum 4" Compacted Aggregate Base
3. Install New Playground Equipment
4. Install New Poured in Place Surfacing with Connection to Existing Sidewalk

Area	
Overall LxW	
Perimeter	
Fall Height	
Drawn By	Jack Fry
Date	2/6/2026
Scale	
Drawing No.	



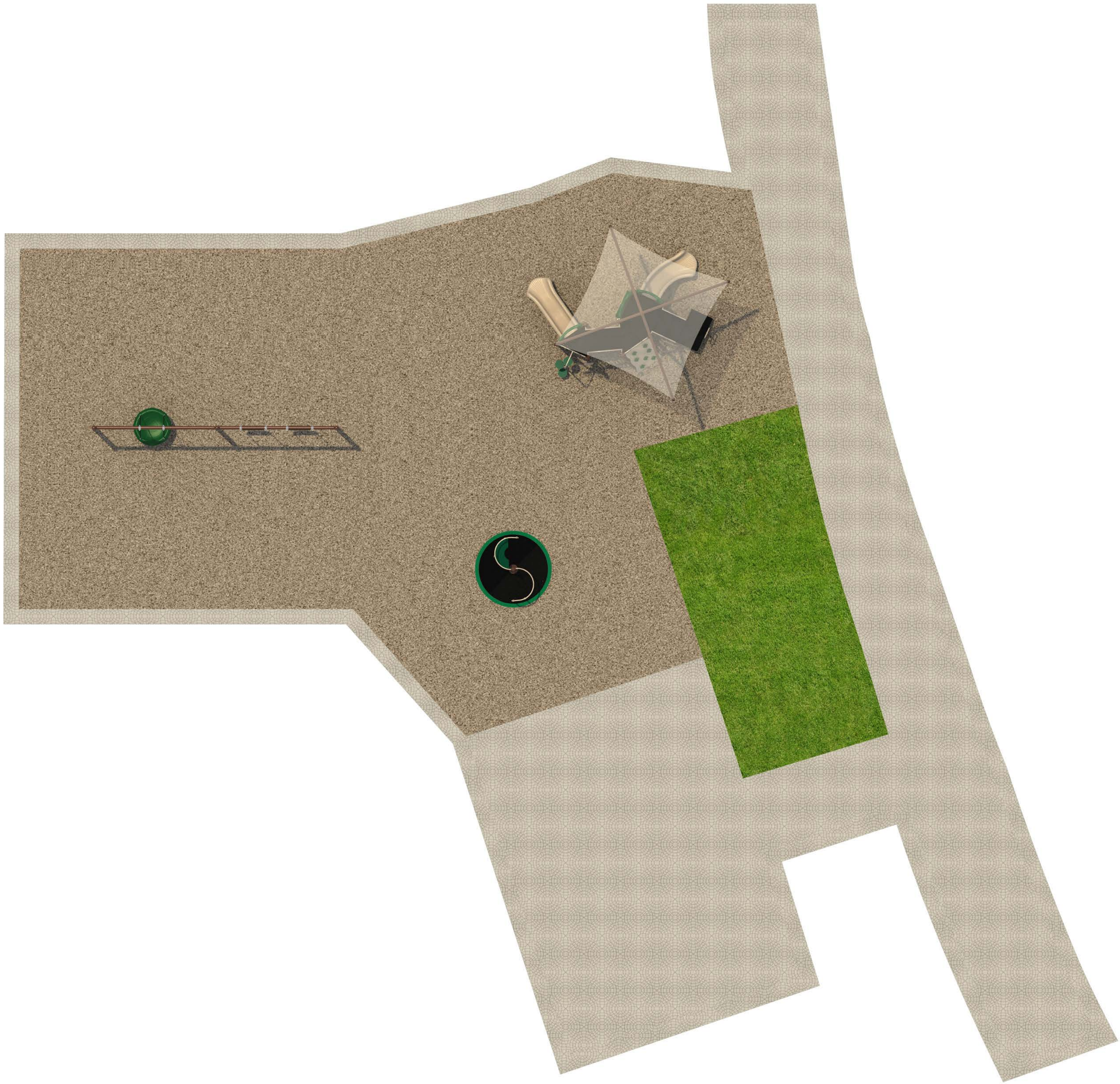
North Park
 Site Layout
 Bonner Springs, KS















Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Justine Spease

Subject: Intergovernmental Service Agreement with Lenexa

Recommendation: Staff recommends approval.

Action: Make a motion to authorize the mayor to sign an intergovernmental service agreement with Lenexa for joint trips.

Background: The City of Lenexa approached our staff about a specific "Missouri Getaway" trip being offered in July. Lenexa would like to invite our participants to help fill the charter bus.

Discussion: We have partnered with Lenexa in the past for such endeavors and this will not have any negative effects on our existing trips that are planned. This will involve cost sharing the trip based on the percentage each City brings in participation wise.

Financial Impact: There is no financial impact.

Intergovernmental Service Agreement

This agreement, hereinafter "Agreement", is made and entered into this _____ day of _____, 20_____, in Wyandotte County, Kansas, by and between the City of Bonner Springs, Kansas, hereinafter "Bonner Springs", and the City of Lenexa, Kansas, hereinafter "Lenexa", each Party having been organized and now existing under the laws of the State of Kansas,

WHEREAS, Bonner Springs and Lenexa, hereinafter collectively referred to as "Parties", are vibrant and growing communities which share a common interest in providing recreational programs including travel opportunities to residents of the community; and

WHEREAS, the Parties deem it to be in the best interest of the public to cooperate in the planning and providing of combined travel opportunities, hereinafter the "Service", in order to serve the community more efficiently by not duplicating trips and decreasing the number of trip cancellations due to an insufficient number of participants; and

WHEREAS, K.S.A. 12-2908, as amended, authorizes the Parties to cooperate in providing the Service; and

WHEREAS, the Governing Bodies of each of the Parties hereto have determined to enter into this Agreement for the aforesaid Service; and

WHEREAS, the Governing Body of Bonner Springs did approve and authorize its mayor to execute this Agreement by official vote of the Body on the _____ day of _____, 20_____.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained, and for other good and valuable consideration, the Parties agree to the following terms and conditions:

1. **PURPOSE OF AGREEMENT:** The Parties enter into this Agreement to provide the Service for residents of each community, efficiently in a non-duplicative manner. The Parties believe that by providing the Service, attendance will increase thereby reducing the number of cancellations due to an insufficient number of participants. This Agreement is not intended to create a separate or independent legal entity. Nothing in this Agreement is intended to limit or prevent, in any way, the authority or ability of each Party to plan, manage, provide, or approve any recreational program.
2. **ADMINISTRATION OF THE SERVICE:** It is acknowledged and understood between the Parties that since there are two separate entities included within the proposed Service, one of the entities should be designated as being "in charge" of scheduling and contracting the individual trips, hereinafter "Trip(s)", anticipated under the Service. However, Parties shall have the right of review and comment

on the Service decisions at any time throughout duration of the Agreement, and any subsequent agreements hereto. Therefore, the Parties agree that the Service shall be administered as follows:

- a. **Trip Coordination:** The Parties shall work together to determine which Party is responsible for coordinating and organizing the scheduling and booking of any and all necessary Trip services, such as transportation and lodging, essential to each individual Trip.
- b. **Principals:** The Parties anticipate that the following individuals will perform as the Principals under this Agreement:
 - i. Bonner Springs: Desiree Macke, Senior Center Programmer
 - ii. Lenexa: Jenny Wassom, Active Agers - Recreation Supervisor
- iii. As Principals on this Service, these individuals shall be the primary contact for their respective city as well as arranging plans for respective assigned trips in Exhibit "A".
- c. **Marketing:** Parties may individually market each of the individual Trips in their respective city brochures, newsletters, and flyers or mutually market the individual trips. If marketing individual trips mutually, costs may be shared proportionally based on use.
- d. **Schedule of Trips:** The schedule of Trips, hereinafter "Schedule", attached hereto as Exhibit "A" and incorporated herein by reference provides a non-exclusive list of anticipated Trips. Each Party may not attend all Trips and the Principals on this Service may agree to add or remove Trips from the Schedule as necessary.
- e. **Participants:** Prior to opening registration for a Trip, the Parties shall determine the maximum total number of individuals permitted to register for participation in the event, hereinafter "Participants". The Parties agree to equally apportion a minimum number of Participant registrations to each Party each Trip. The Parties may choose to set-aside a certain number of the maximum total number of Participant registrations, hereinafter "Floating Registration(s)", which may be used by any Party to register a Participant on such Party's waitlist, as further described in Section 2(f).
- f. **Wait List:** In the event a Party exceeds its apportioned minimum number of Participant registrations for a particular Trip, such Party may maintain a waiting list, hereinafter the "Wait List", for use in the event a Floating Registration, as described in Section 2(e), is available and/or in the event another Party does not fill its apportioned minimum number of Participants, hereinafter "Unfilled Registration(s)". The Parties shall cooperatively manage and coordinate the distribution and use of any

available Floating Registrations and/or Unfilled Registrations to register individuals who have been placed on the Wait List of any Party. Individuals on a Wait List shall not be guaranteed participation in the Trip.

The Parties acknowledge and understand that each Trip requires a minimum total number of Participants from all Parties, hereinafter "Trip Participant Minimum", in order for the Trip to run as scheduled without additional costs to each Party. If this Trip Participant Minimum number is not met the Trip may not run. As such, the Parties agree that meeting the

Trip Participant Minimum shall take priority over any Party's apportioned minimum number of Participants. As such, the Parties agree that in the event a Party's apportioned minimum number of Participants has not been filled at least thirty (30) days prior to a trip or as mutually agreed upon by the parties, such Party's remaining apportioned minimum number of Participants may be used by another Party to register any waitlisted participants.

- g. **Pick-up Locations:** The following locations are designated as each Party's Participant pick-up and drop-off locations for Trips(s):
 - i. Bonner Springs: Bonner Springs Community Center, 200 East 3rd Street, Bonner Springs, KS 66012
 - ii. Lenexa: Lenexa Old Town Activity Center, 9301 Pflumm Road, Lenexa, KS 66215
- h. **Trip Escorts:** Each Party shall be required to send one (1) escort on any Trip which such Party has Participants registered to attend except as provided for in subsection 2(i). Escorts attending a Trip shall meet the following minimum qualifications:
 - i. CPR/AED/First Aid Certified;
 - ii. Ability to lift and assist with luggage handling; and
 - iii. Ability to assist Participants on and off the motorcoach.

In addition, escorts attending a trip shall be responsible for the following:

1. Assist with luggage loading and unloading;
2. Assist Participants on and off the motorcoach;
3. Conduct headcounts of Participants throughout the Trip, as needed;
4. Make announcements during Trips regarding the itinerary, group games and activities, introducing step-on guides, etc.;

5. Lead participants in games, tours, and other activities as needed; proactively check on and attend to Participants needs throughout the Trip, including, but not limited to, passing out water and snacks and checking in Participants at venues;
6. Help maintain a safe environment for Participants and provide aid and assistance to Participants and other escorts in the event of an emergency;
7. Be accessible 24/7 on overnight trips for emergency contact (cell phone required);
8. Help ensure compliance with motorcoach rules and regulations;
9. Limit time on personal phone calls; and
10. Other duties that may be required.

The Parties agree that if a Party's escort does not meet the abovementioned criteria, such Party will be responsible for providing an alternate escort or paying any additional cost incurred by another Party providing an alternate escort.

- i. **Cost Recovery:** To help cover the costs incurred by Parties in the performance of the Service, the Parties will charge Participants an additional amount between ten percent (10%) to thirty percent (30%), hereinafter "Upcharge", of the total cost of each Trip. The exact Upcharge percentage will depend on the particular Trip as mutually agreed by the Parties. Each Party's respective Principal shall be individually responsible for registering Participants and collecting payments from Participants.

Monthly, the Parties will total and provide an accounting of the total costs(s) paid, hereinafter "Trip Expenses", and the total Participant registrations for all trips during the previous month. The Parties shall divide and apportion the Trip Expenses between the Parties based on the number of Participants from each Party who attended the Trip.

Additionally, a Party shall incur additional costs to send a required escort on the particular Trip if the minimum number of Participants, as discussed in Section 2(e), is not met by a particular party.

As the expenses of sending an escort, including without limitation costs related to their time, attendance, admissions, food and/or lodging, are offset based on successfully registering a minimum number of participants, failure by a Party to register the minimum number of Participants as contemplated herein and agreed upon by the Parties for

each particular trip, shall result in a reallocation of collected revenue and/or forfeiture of the right to send an escort.

In the event that a single Party fails to meet the minimum participant number, they shall forfeit their right to a trip escort and redistribute ninety percent (90%) of their collected revenue from participant registration(s) to the remaining party.

3. **DURATION AND TERMINATION OF AGREEMENT:** This Agreement shall continue in full force and effect until December 31, 2026. This Agreement may be extended by written addendum executed by both Parties. Each Party's City Administrator/Manager is authorized to execute any and all addendums to this Agreement.
4. **PLACING AGREEMENT IN FORCE:** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. Hand signatures transmitted by fax or electronic mail in portable document format or similar format are permitted as binding signatures to this Agreement. Upon Governing Body approval and execution, each Party shall email to the other Party's Principal a scanned copy of its respective execution page.
5. **AMENDMENTS TO THIS AGREEMENT:** This Agreement cannot be modified or changed by any verbal statement, promise or agreement, and no modification, change nor amendment to this Agreement shall be binding on the Parties unless it shall have been agreed to in writing and signed by all Parties. Each Party's City Administrator/Manager is authorized to execute any and all amendments and/or addendums to this Agreement.
6. **JURISDICTION:** This agreement shall be construed according to the laws of the State of Kansas and may be enforced in the District Courts for Johnson and Wyandotte Counties in Kansas.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the Parties hereto on the day and year first above written.

CITY OF BONNER SPRINGS, KANSAS

Tom Stephens, Mayor

ATTEST:

Christina Brake, City Clerk

APPROVED AS TO FORM:

Danny Trent, City Attorney

CITY OF LENEXA, KANSAS

Julie Sayers, Mayor

ATTEST:

Jennifer Martin, City Clerk Executive

Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Matt Beets

Subject: Final Payment to Atmos Energy - 138th Street Gas Main Relocation

Recommendation: The Public Works Director and the City Attorney recommend approval.

Action: Make a motion to approve final payment for relocation of natural gas facilities associated with the 138th Street Improvements Project to Atmos Energy Corporation in the amount of \$704,709.23

Background:

On July 10, 2023, the City entered into a Gas Main Relocation Agreement with Atmos Energy Corporation for the relocation of natural gas facilities impacted by the 138th Street Improvements project.

- Estimated total relocation cost: \$649,263.10
- Estimated City share (76.3%): \$495,387.74

The Agreement further stipulates that upon completion of the work, the City shall reimburse Atmos for all actual direct and indirect costs incurred, upon submission of an itemized invoice.

Atmos completed the relocation in late August 2025 and submitted its updated Exhibit "B" and final invoice for the City's share (76.3%) totaling \$704,709.23

Discussion:

Increase from Original Estimate

The final total cost increased from \$649,263.10 to \$923,603.18, resulting in an increase of \$274,340.08 in total project cost.

The City's share correspondingly increased from \$495,387.74 to \$704,709.23, a net increase of \$209,321.49

The primary drivers for the increase include:

1. Construction Cost Escalation

The original estimate was based on contractor labor rates and material pricing in 2022–2023. Construction occurred in 2025 under significantly higher market pricing.

2. Third-Party Inspection Services

Atmos engaged a third-party inspector shortly before construction began (April 2025) due to the need for continuous on-site oversight while working in close proximity to the roadway contractor and concurrent waterline relocation. Atmos confirmed that third-

party inspection costs totaled \$51,618.88 and were paid directly by Atmos. Staff reviewed the invoices provided and did not identify any charges that warrant further question.

3. Increased Direct and Indirect Costs

As direct construction costs increased, associated overhead and indirect costs also increased proportionally, consistent with the Agreement provisions.

Agreement Compliance

The executed Relocation Agreement anticipates reimbursement based on actual direct and indirect costs, with the City responsible for its agreed percentage share. Atmos provided advance communication during construction that costs would exceed the 2023 estimate. Based on staff review of the documentation and invoices submitted, the final invoice is consistent with the terms of the Agreement.

Financial Impact:

Funds for utility relocation are included within the overall 138th Street Improvements Project budget. This payment represents the final settlement of the City's obligation under the Gas Main Relocation Agreement.

GAS MAIN RELOCATION AGREEMENT

THIS GAS MAIN RELOCATION AGREEMENT, made and entered into by and between ATMOS ENERGY CORPORATION, hereinafter referred to as "the Company" and the City of Bonner Springs, Kansas hereinafter referred to as "the City".

WITNESSETH:

WHEREAS, the City proposes a road improvement project described as 138th Street Improvements from K-32 to West Morse Avenue, Federal Aid project number 105-N-0739-01 (the "Project"); and

WHEREAS, the Company is the owner of certain private easement rights and natural gas distribution pipelines and facilities located wholly or in part on private easements as shown in the plans of said Project, and said pipelines or facilities are not located entirely upon existing road right-of-way; and

WHEREAS, The Company certifies that its facilities located in or about the area to be traversed by said Project are on location where it has right of occupancy either by holding the fee, an easement or other property interest.

NOW, THEREFORE, IT IS AGREED:

1. That the Company will relocate the natural gas pipeline and facilities in accordance with Paragraph 14 of this Agreement, and Exhibit "A" and "B" attached hereto and incorporated by reference.
2. The City will reimburse and pay to the Company all of the Company's cost of construction, relocation and/or inspection of those parts of the natural gas pipeline located within private easement in accordance with the job drawing. It is understood that the estimated total cost to construct, relocate and/or inspect the pipeline is \$649,263.10 as shown on Exhibit "B" (the "Estimated Cost"). The City acknowledges and agrees that the Estimated Cost is an estimate and following the completion of the relocation of the pipeline to accommodate the City's Project, the City will be responsible for its percentage of all direct and indirect costs incurred by the Company for the Project, even if they exceed the Estimated Cost set forth on Exhibit "B". The estimated cost of construction, relocation and/or inspection to be borne by the City, and payable to Company, is 76.3% (\$495,387.74) of the total Estimated Cost as shown on Exhibit "B".
3. The Company agrees that if any significant change is made in the Company's facility adjustment plans as described in Exhibit "A", the City's approval will be required. Company will notify the City of such change as soon as possible, but in any event, prior to the work creating the change being undertaken as described in Section 4, below. "Significant Change" as used in the preceding sentence is defined as a change in the overall length or alignment of the intended route or unexpected constructability issues for the Company's relocated utility as described in Exhibit "A".
4. If the Company notifies the City of a Significant Change, in accordance with Paragraph 3, above, the City shall have seven calendar days after receipt of the Company's notification to review the Significant Change and issue written notification to the Company on whether to proceed with the change. If the City approves such Significant Change, the City agrees to pay the Company its share of the amount of any additional costs due to the Significant Change in accordance with the payment procedures described above. The Company shall perform no work and shall incur no costs toward the Significant Change until it has received written notification from the City. If the City notifies the Company in writing that the City disapproves of such Significant Change within said seven-day period, and disapproval results in the need to cease construction of the Company's work, the Company shall cease all materials purchasing and construction work associated with the Company's work as soon as reasonably possible. If the Company fails to notify the City of such Significant Changes, the Company is responsible for the total cost of the change.

5. The Company will develop the cost of the construction, relocation and inspection by using actual and related indirect costs accumulated in accordance with standard work order accounting procedures, and the Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, administrative, engineering, inspection, and other necessary direct and indirect cost, including any and all overhead costs, involved in such work. The City, or any other authorized agent of the City shall have access at all reasonable times to such Company records. It is understood that these Company records are kept at the Company's divisional office located in Denver, CO and all costs incurred by the City related to the inspection of the relocation records shall be borne by the City.
6. Upon completion and relocation of the existing pipelines and facilities in accordance with the said job drawing, the City will promptly reimburse the Company for the all the actual direct and indirect costs of such upon submitting of an itemized invoice for such cost to the City.
7. The City grants the Company the right to construct relocated pipelines and facilities within the right-of-way as shown on Exhibit "A" as per the Company's franchise agreement with the City if the Company's existing easement is inaccessible.
8. The City may, in the future, elect to require the Company to again locate its gas facilities to other areas to avoid conflict with any future improvements by the City and to specific locations to be agreed upon by both the City and the Company. In such event, payment to Company therefor will be equal to 76.3% of the actual relocation costs incurred by the Company.
9. That the construction involved with the relocation of the Company's facilities shall be completed within a reasonable length of time after the City notifies the Company, in writing, that the alterations may proceed.
10. The Company will maintain its facilities in a manner which will not endanger the vehicular traffic and in accordance with the applicable Franchise Agreement.
11. The Company agrees to indemnify and hold harmless the City and the State of Kansas against and from any and all liability, loss and expense and shall defend all claims resulting from loss of life or damage or injury to persons or property where causation is directly resulting from the work performed by the Company, except those claims resulting from the negligent acts of agents or employees of said City and State.
12. To the extent permitted by law and subject to the protections afforded the City by the Kansas Tort Claims Act , including but in no way limited to the exception and liability limits thereof, the City agrees to hold harmless the Company against and from any and all liability, loss and expense from all claims resulting from loss of life or damage or injury to persons or property where causation is directly resulting from the work performed by the City, except to the extent those claims result from the negligent acts of agents or employees of the Company.
13. Company shall be responsible for surveying and staking horizontal and vertical alignment of relocated facilities prior to beginning relocation activities.
14. Description of relocation work to be performed:

Install approximately 2,454' of 6" HDPE main from relocated regulator station at NW corner of 138th and Morse, 132' – 4" HDPE, and 271' – 2" HDPE to retire and abandon in place 2,335' of 6" and 294' of 4" high pressure steel, 2,653' of 4" PE, 55' – 3" PE, and 270' – 2" PE mains. Tie over or replace the following services:

2300 S 138th St – replace
 2222 S 138th St – tie over
 2205 S 138th St – tie-over
 2200 S 138th St – tie over
 13801 Woodmont – replace
 2050 S 138th St – tie-over

Estimated Cost of work to be performed is \$649,263.10 with the total actual cost of completed work to be borne by the City is 76.3% (\$495,387.74). Please refer to Exhibit "B".

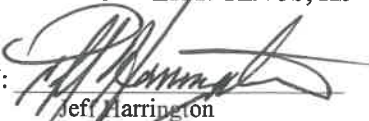
The parties hereto have duly executed this Agreement on this 10 July day of 2023,
2023.

EXECUTED BY THE CITY THIS
10th day of July, 2023


EXECUTED BY THE COMPANY THIS
____ day of _____, 2023

CITY OF BONNER SPRINGS, KS

ATMOS ENERGY CORPORATION

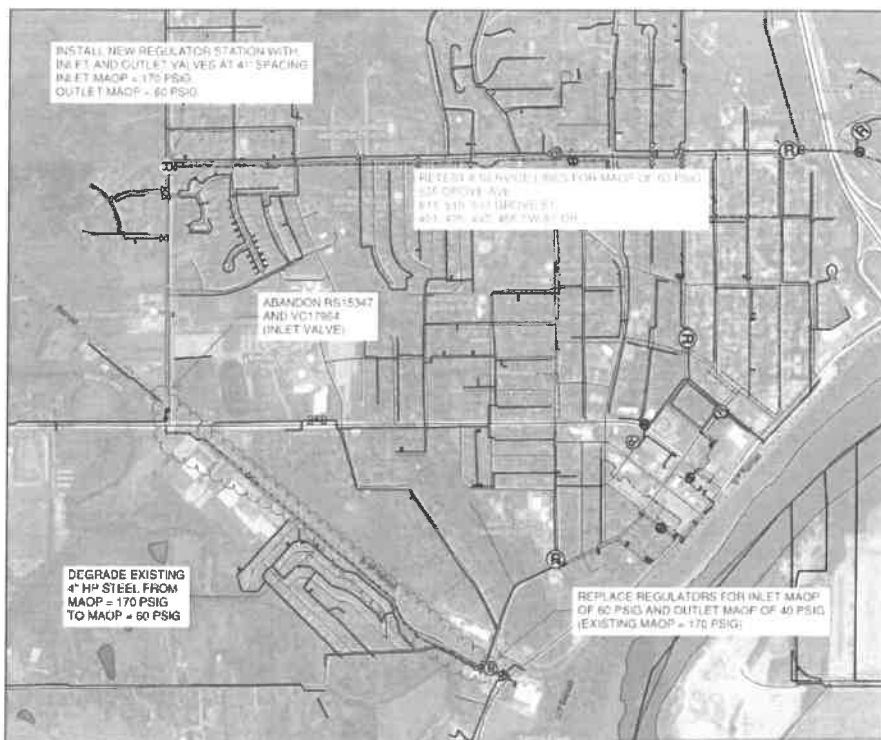
BY: 
Jeff Harrington
Mayor of Bonner Springs, KS

BY: _____
Eric Gant
Vice President Operations, CO/KS Div.

ATTEST: 
Christina Brake
City Clerk, Bonner Springs, KS

ATTEST: _____
Becca Holbrook,
Mgr. Engineering Services, CO/KS Div.

Exhibit A Relocation Plans



INSTALL
 2454' - 8" HDPE 4710 SDR 11
 132' - 4" HDPE 4710 SDR 11
 271' - 2" HDPE 4710 SDR 11
 87' - 4" 237W X52 FBE STEEL

RETIRE
 2330' - 8" STEEL
 234' - 4" STEEL
 2957' - 4" PLASTIC
 55' - 3" PLASTIC
 270' - 2" PLASTIC

EXISTING HP MAOP = 170 PSIG
 EXISTING IP MAOP = 40 PSIG
 PROPOSED IP MAOP = 60 PSIG

ACTIVITY CODE: P082
 TAX: 80112
 MAP SHEET: 530 1115 R23E

ALL TIE-INS ARE TO BE COMPLETED PER CONSTRUCTION PROCEDURE 4.2 TIE-INS AND ABANDONMENTS

REFERENCES
 STD 1-053-00 - STOPPLE/PLUGGING GUIDELINES
 STD 1-051-00 - VALVE TIE-INS BELOW GRADE
 STD 1-054-00 - LATERAL TIE-INS BELOW GROUND POLY TO POLY
 STD - 003-00 - SERVICE TAP INSTALLATION 3/4" STEEL OR POLY MAIN
 STD 2-304-00 - STANDARD METER INSTALLATION AND DWG 1051 (REV 7) - 2" PRE-BUILT REG STATION
 STD 9-111-01 - CATHODIC PROTECTION, TEST LEAD AND CATHODE CONNECTION
 STD 10-002-00 - BARRIER WITH K-RATINGS
 STD 10-004-03 - GUIDELINES FOR METER LOCATION AND CLEARANCES WITH RESPECT TO BUILDING FEATURES

ATMOS ENERGY		GAS CONSTRUCTION PRINT	
PROJECT NO. _____		SHEET 1 OF 4	
PROJECT MANAGER: Jackson	DATE: 01/13/2023	MAP # _____	
PHONE: _____			
<small>© 2008 Atmos Energy Note: All drawings and specifications are subject to change without notice. The user of these drawings and specifications is advised that the user assumes all liability for any errors or omissions. The user shall indemnify and hold Atmos Energy harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of or from the use of these drawings and specifications, whether or not such claims, damages, losses and expenses are caused in whole or in part by the negligence of Atmos Energy. This release shall not apply to claims for personal injury or death. All rights reserved.</small>			
PROJECT NAME: 3143 138P DR IMPROVEMENTS			
CUSTOMER: _____			
ADDRESS: _____			
LOCATION: _____			

Exhibit B

Estimated Cost

Total Estimate Cost of Work for the Company is \$649,263.10 and \$495,387.74 shall be reimbursed by the City or 76.3% of the total Project costs.

105-N-0739-01 138th from K-32 to Morse

ITEM	TOTAL COST	COST TO CITY (76.3%)
COMPANY LABOR	\$ 10,078.00	\$ 7,689.51
CONTRACTOR LABOR	\$ 400,000.02	\$ 305,200.02
MATERIAL	\$ 73,518.47	\$ 56,094.59
INDIRECT COMPANY LABOR, OVERHEADS, AND BENEFITS	\$ 165,666.61	\$ 126,403.62
TOTAL	\$ 649,263.10	\$ 495,387.74

Exhibit "B"

138TH STREET IMPROVEMENTS FROM K-32 TO WEST MORSE AVENUE FEDERAL AID PROJECT NUMBER 105-N-0739-01

	Total Project Cost	City of Bonner Springs Reimbursement Cost (76.3%)
Contractor Labor:	\$540,283.82	\$412,236.55
Material:	\$84,660.93	\$64,596.29
Company Labor:	\$47,966.56	\$36,598.49
Indirect company labor, overheads, and benefits:	\$250,691.87	\$191,277.90
Total:	\$923,603.18	\$704,709.23

Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Matt Beets, Amber Vogan

Subject: Resolution for Legal Services Agreement Related to the AFFF Product Liability Litigation

Recommendation: The City Manager, Public Works Director, and City Attorney recommend approval.

Action: Make a motion to adopt a resolution authorizing the City Manager to execute the legal services agreement with Stag Liuzza, LLC, and Perry & Trent LLC, for services related to action or claims in the Aqueous Film-Forming Foams product liability litigation.

Background:

Discussion: Per- and polyflouroalkyl substances, or PFAS, includes a family of synthetic chemicals used in a variety of consumer products and industrial processes. Many call PFAS the “forever chemical” because it persists in the environment after water treatment. While these chemicals are highly useful, studies link PFAS to a number of health and environmental risks.

To this point, the City has not had any positive tests for PFAS. However, this class action litigation suit provides the City funding to test at much smaller concentrations than we have in the past. Should the test come back positive, even as low as one part per trillion, the named firms will represent the City in the class action settlement case.

Financial Impact: There is no negative financial impact to the City. This settlement would provide the City with funding amounts dictated by the Courts to use for our water system. All attorney fees would be paid from settlement dollars prior to the City receiving funding.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF BONNER SPRINGS, KANSAS
AUTHORIZING THE EXECUTION OF THE LEGAL SERVICES AGREEMENT
RELATED TO THE AFFF PRODUCT LIABILITY LITIGATION**

WHEREAS, the City of Bonner Springs, Kansas (the “City”) is committed to delivering clean drinking water to its customers; and

WHEREAS, the City is also committed to identifying parties responsible for increasing the costs of water treatment and system maintenance and taking reasonable steps to avoid passing on these costs to its consumers; and

WHEREAS, STAG LIUZZA, L.L.C., and CITY OF BONNER SPRINGS, KANSAS have put together a team of uniquely qualified and experienced attorneys (“the Firm”) who have joined together to assist public entities facing the challenges posed by potential per- and polyfluoroalkyl substances (“PFAS”); and

WHEREAS, the Firm is comprised of experienced attorneys in both in PFAS litigation and in the representation of public entities and water suppliers in cases involving cost recovery related to remediation of water contamination; and

WHEREAS, the City Commission has determined it to be in the City’s best interest to enter into the Legal Services Agreement with the Firm and pursue any settlement and other legal damage claims it may have related to PFAS in Aqueous Film-Forming Foams (AFFF) Litigation MDL No. 2873; and

WHEREAS, the City desires to authorize the execution of the as Exhibit “A”; and

NOW THEREFORE BE IT RESOLVED by the City Commission that the Manager of the City of CITY OF BONNER SPRINGS, KANSAS is hereby authorized to execute the Legal Services’ Agreement with the Firm based upon the terms and conditions set forth herein and, in a manner, substantially similar to the Agreement attached hereto as Exhibit “A.”

CITY OF BONNER SPRINGS, KANSAS

By: _____
Tom Stephens, Mayor

ATTEST:

Christina Brake, City Clerk

**CONTRACT FOR LEGAL SERVICES
AFFF PFAS LITIGATION**

The City of Bonner Springs, Kansas (hereinafter the “Client”) hereby retains, STAG LIUZZA, LLC (through attorney Michael G. Stag, LLC) and PERRY & TRENT, LLC (through attorney Shane Lillich) (hereinafter the “Attorneys”) for the purpose of providing legal services related to the filing of a civil action and/or claims in Aqueous Film-Forming Foams Litigation MDL No. 2873 (“AFFF”) related to the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against Defendants who manufactured, marketed, distributed, and/or sold aqueous film-forming foam, (hereinafter the “Client’s Claims”).

CLIENT DESIGNATES FOR COMMUNICATION PURPOSES THE FOLLOWING:

Public Works Director / Manager:	<u>Matt Beets</u> Name	<u>913-441-1961</u> Telephone	<u>mbeets@bonnersprings.org</u> E-mail
City Manager:	<u>Amber Vogan</u> Name	<u>913-422-1020</u> <u>913-667-1719</u> Telephone	<u>avogan@bonnersponrs.org</u> E-mail

Client acknowledges and understands that court ordered deadlines and documentation requirements exist for the pending DuPont and 3M settlements. Client agrees to provide the required documentation and assist in performing testing in a timely manner, sufficient to allow Attorneys time to process and file the settlement claim within the court ordered deadlines. Any failure of Client to comply with the testing and documentation requirements of the settlement may result in forfeiture of the Client’s right to recover money from DuPont, 3M, and future settlements. Documentation requirements and deadlines may further apply to settlements currently pending court approval or approved in the future.

The Client specifically authorizes the Attorneys to undertake negotiations, file suit, file settlement claims, or institute legal proceedings necessary on the Client’s behalf in the AFFF Product Liability Multi-District Litigation. The Client further authorizes the Attorneys to retain and employ the services of any expert, as well as the services of other outside contractors, as the Attorneys deem necessary or expedient in representing the interests of the Client. The Client understands and authorizes Attorneys to share attorney fees with any legal counsel that Attorneys choose to associate to assist with providing the legal services contracted herein.

Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the above-referenced legal proceeding (“Action”) or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency. Client acknowledges that the Attorneys are not tax, regulatory, or bankruptcy legal experts. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

The Attorneys are not the attorneys for any matter and officers, agents, employees, attorneys, or consultants of the Client regarding this matter, and shall not become so unless the Attorneys specifically agree in the future in writing to undertake such a representation. The Attorneys will confer, as needed, with such persons to perform the services specified in this Agreement, but no attorney-client relationship shall be created with such persons merely because the Attorneys work with and/or request or receive information from any such persons during their representation of the Client.

The Client has disclosed all potential adverse parties to the Attorneys, and neither the Attorneys nor the Client perceive any conflict of interest in the Attorneys undertaking this engagement on behalf of the Client. If either the Client or the Attorneys, during the representation, receive information indicating that a potential conflict of interest may develop or exist, the Client and the Attorneys agree to bring such information to the immediate attention of the other, and the Attorneys shall proceed to take such steps as may be appropriate in the circumstances.

1. ATTORNEYS' FEES. As compensation for legal services, the Client agrees to pay the Attorneys for legal services rendered and to be rendered on account of the Client's Claims (hereinafter "Attorneys' Fees"). The Attorneys' Fees shall be one-third (1/3) of the Gross Amount Recovered for the Client's Claims. For any recovery made, Client understands and agrees that the total Attorneys' fee will be divided as follows: 25% to PERRY & TRENT, LLC and 75% to STAG LIUZZA, LLC.

These Attorneys' Fees shall all be calculated after the deduction of costs and expenses, as set forth in Section 2 herein. "Gross amount recovered" herein means principal, interest, penalties, punitive damages, treble damages, attorney's fees, and all other amounts recovered, or value received, including the value of any structured settlement, future payments, or other relief achieved, whether by settlement, judgment or otherwise. "Constituent claims" herein means any one or more claims of the Client constituting less than the entirety of the Client's Claims, including a partial settlement or judgment with less than all defendants. The Client agrees to pay all costs and expenses, as set forth in Section 2 herein, which, in the event of a successful recovery, shall be deducted from the gross amount recovered. The Client acknowledges that multiple lawsuits have been filed relating to the same subject matter as Client's Claims. The Client acknowledges that these suits, including any suit for the Client's Claims, might be removed to a federal court as part of multi-district litigation. Further, the Client acknowledges that the court governing the multi-district litigation might appoint committees of attorneys to litigate common issues of law and fact to facilitate the resolution of those lawsuits for the common benefit of all claimants, including the Client. As a result, the Client might be obliged to pay from any Gross Amount Recovered a share of its recovery to satisfy an assessment of common benefit fees, costs, and expenses in an amount as determined by the court. Neither the Attorneys nor the Client shall have the right, without the written consent of the other, to settle, compromise, release, discontinue, or otherwise dispose of the Client's Claims. **Client shall only pay attorney fees contingent upon a recovery and shall not pay any attorney fees if there is no recovery.**

2. COSTS AND EXPENSES. In addition to paying Attorneys' Fees, in the event of a successful recovery, the Client agrees to reimburse all costs and expenses, as set forth herein only

in the event of a recovery, which shall be deducted from the gross amount recovered. Attorneys shall advance all litigation expenses on behalf of Client, and Client shall not be responsible for incurring or reimbursing costs of the litigation even if the amount of recovery is less than the costs incurred. **Client shall only reimburse litigation costs or expenses in the event of a recovery by settlement or judgment.** If no recovery is made, Attorneys shall bear all unreimbursed costs and expenses incurred, and client shall not be liable for any such costs or expenses incurred by Attorneys. Further, if recovery is insufficient to fully reimburse litigation costs, Attorneys shall bear, and Client shall not be liable for, all costs in excess of the amount of recovery. Subject to the foregoing terms, the Client agrees to reimburse the Attorneys' litigation costs and expenses upon receipt of any settlement funds or collected judgment.

The Attorneys shall have the right and authority, without prior approval of the Client, to incur such litigation costs and expenses as may be necessary or advisable in furtherance of Client's Claims. Litigation costs and expenses may include (but are not limited to) the following: filing fees; deposition costs; expert witness fees; transcript costs; witness fees; subpoena costs; sheriff's and service of process fees; trial consultant fees; mock trial costs; shadow jury fees; mediation fees; court costs; trial exhibit costs; copy costs; photographic, electronic or digital evidence production or presentation; investigation fees; travel expenses; and any other case-specific expenses directly related to the representation undertaken. Additionally, the Client specifically authorizes the Attorneys to charge as recoverable costs such items such as: computer legal research charges (e.g. Westlaw and/or Lexis); long distance telephone expenses; postage charges; Federal Express, UPS, and other delivery service charges; internal photocopying at a rate of \$.30 per page; facsimile costs at a rate of \$.25 per page; and mileage and outside courier charges, all of which must be incurred solely for the purposes of the representation undertaken. Finally, the Client acknowledges that Client will not be charged costs and expenses for any overhead costs of the Attorneys' practice, including office rent; utility costs; charges for local telephone service; office supplies; fixed asset expenses; and ordinary secretarial and staff services.

3. NO GUARANTEE. The Client acknowledges that the Attorneys have made no promise or guarantee regarding the outcome of this legal matter. The Client acknowledges that the Client's Claims may be subject to defenses that could lead to dismissal before, at, or after trial, and no recovery. The Client further acknowledge that the Attorneys shall have the right to cancel this agreement and withdraw from this matter if, in the Attorneys' professional opinion, the matter does not have merit, the Client does not have a reasonably good possibility of recovery, the Client refuses to follow the recommendations of the Attorneys, the Client fails to abide by the terms of this agreement, the Client fails to provide requested information or to produce witnesses to appear for deposition or trial, if the Attorneys' continued representation would result in a violation of the Rules of Professional Conduct, or at any other time as permitted under the Rules of Professional Conduct. No guarantee or representation has been made to the Client as to what type or amount of recovery, if any, may be expected on the Client's Claims.

4. ELECTRONIC DATA COMMUNICATION AND STORAGE. In the interest of facilitating our services to the Client, the Attorneys may communicate by facsimile transmission, send data over the internet, store electronic data via computer software applications hosted remotely on the internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to the Client may be transmitted or stored using these methods. The Attorneys may use third-party service providers to store or transmit this data. In

using these data communication and storage methods, the Attorneys employ measures designed to maintain data security. The Attorneys will make reasonable efforts to keep such communications and data access secure in accordance with the Attorneys' obligations under applicable laws and professional standards. The Attorneys also require all the Attorneys' third-party vendors to do the same. However, the Client acknowledges that some information transmitted to the Attorneys will be public records, and the Client has no expectation that public records will be confidential. Client acknowledges that the Attorneys have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors, and the Client consents to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

5. PRIVILEGE. The Client acknowledges that this contract is intended to and does hereby assign, transfer, set over, and deliver unto the Attorneys as its fee for representation of the Client in this matter an interest in the claim(s), the proceeds, or any recovery therefrom under the terms and conditions aforesaid, in accordance with the provisions any state law that applies to this contract.

6. MODIFICATION. It contains the entire and complete understanding between the parties and can only be modified by a written amendment signed by all parties.

7. TERMINATION OF REPRESENTATION. The Client acknowledges that the Client has the right to terminate the representation upon written notice to that effect. The Client acknowledges that Client will be responsible for any contingent attorneys' fees or costs incurred prior to the discharge or termination, based on all the facts and circumstances, including the risk taken by the Attorneys in accepting Client's legal representation on a contingency fee basis. The Client agrees to cooperate with Attorneys and to comply with all reasonable requests of Attorneys. The Client warrants and represents to the Attorneys that all information the Client has provided to, or will in the future provide to, the Attorneys regarding the Client's Claim is true and correct to the best of the Client's knowledge, information, and belief. The Attorneys have the right to withdraw from this representation after giving reasonable notice. If the Attorneys resign, are discharged, or are disqualified or otherwise cease to serve as the Client's legal counsel prior to a settlement or final judgment, then the withdrawing, discharged, or disqualified Attorneys shall receive as compensation for services reasonable fees based on all the facts and circumstances of its representation. At the conclusion of this matter, the Attorneys will retain the Client's legal files for a period of five (5) years after the Attorneys close their files. At the expiration of the five-year period, the Attorneys may destroy these files unless the Client notifies the Attorneys in writing that the Client wishes to take possession of the files. The Attorneys reserve the right to charge administrative fees and costs associated with retrieving, copying, and delivering such files.

8. ENTIRE AGREEMENT. The undersigned representative of Client has read this agreement, a copy of which Client has received, in its entirety, and Client agrees to and understands the terms and conditions set forth herein. Client acknowledges that there are no other terms or oral agreements existing between the Attorneys and Client. This agreement may not be amended or modified in any way without the prior written consent of the Attorneys and the Client.

9. **AUTHORITY.** Client acknowledges having been advised to and given the full opportunity to obtain independent representation in the making of this agreement and voluntarily entering into this agreement after such opportunity. The Client representative signing below represents that the Client enters into this agreement with proper authorization and approval under state and local law, and that the Client representative is specifically authorized to execute this agreement.

EFFECT OF SIGNING

Client understands that this is a binding legal document. Client further understands that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Date

**AMBER VOGAN, CITY MANAGER OF
CITY OF BONNER SPRINGS, KANSAS**

Date

**TOM STEPHENS, MAYOR OF
CITY OF BONNER SPRINGS, KANSAS**

Date

**MICHAEL G. STAG, LLC FOR STAG
LIUZZA, L.L.C.**

Date

**SHANE LILLICH, FOR PERRY & TRENT,
L.L.C.**

Danny C. Trent ■ Shane Lillich ■ Joseph P. Perry (retired)

February 12, 2026

Amber Vogan
City of Bonner Springs, Kansas
PO Box 38 – 200 E. 3rd
Bonner Springs, KS 66012

Re: AFFF PFAS Litigation

Dear Amber:

Good afternoon. I am writing to follow up on my meeting Wednesday morning with you and Mr. Matt Beets, Bonner Springs Public Works Director. Enclosed is a copy of the proposed representation agreement we discussed which I have prepared for your review and approval regarding the joint representation of the City of Bonner Springs by my firm and Stag Liuzza. As we discussed the scope of this representation will be for testing of the water source used for public water consumption to determine if the City of Bonner Springs is eligible to make a claim in the above referenced lawsuit. Also attached is a draft copy of the resolution I prepared for the governing body's approval of this representation and testing.

This letter also confirms that we discussed the potential conflict of interest resulting from our firm's representation of the City of Bonner Springs related to these issues. The Kansas Rules of Professional Conduct prohibit an attorney from representing a client when the attorney's personal interests conflict with the client's interests, unless the client consents. Consequently, our firm can only act as your lawyer in this matter if you give informed consent based upon disclosure of the material risks and reasonable alternatives to consenting. In this case, our firm's pecuniary interests may conflict with the city's interests as follows: our firm has a pecuniary interest in the subject claim that the city may make and in the proposed representation agreement that is included with this correspondence. Thus the city may wish to seek separate and independent counsel and advice regarding whether it is prudent for the city to enter in to this representation with our firm. Please consider this situation carefully and decide whether or not the city should consent to our representation of you notwithstanding this conflict.

As I mentioned, the Kansas Rules of Professional Conduct require me to recommend that the city consider consulting another attorney when deciding whether to give consent and approval to the proposed representation. Whether or not you consult independent counsel, however, is up to you. If you have questions that you would like me to answer before you decide, please let me know. If you do decide to consent, please sign and date the enclosed extra copy of this letter in the space provided below and return it to me.

Perry & Trent, LLC

Amber Vogan
City of Bonner Springs, Kansas
February 12, 2026
Page 2

Thank you for your time and the time Mr. Beets took from his other duties to meet with me on Wednesday. I greatly appreciate the opportunity to be considered by the City of Bonner Springs for representation on this issue and look forward to doing the best job I can to assist you with this potential claim! Please do not hesitate to contact me if I can be of further assistance.

Very truly yours,



Shane Lillich

I hereby consent to the representation set forth above: _____
Amber Vogan

Dated: _____

Memorandum

Date: February 23, 2026
To: Mayor and City Council
From: Christina Brake

Subject: Elect Council President

Recommendation: The Mayor recommends approval.

Action: Make a motion to elect Dani Gurley to the Council President position.

Background: Chapter I. Administration Section 1-206 of the Bonner Springs Code directs that the City Council shall elect one of its own body as Council President. The Council President will preside at all City Council meetings in the absence of the Mayor. The current Council President submitted a letter to the Mayor requesting to resign from the position.

Discussion:

Financial Impact:

City Manager's Update

Date: February 20, 2026

To: Mayor and City Council

GENERAL:

- **Chimney Repair Update:** Repairs to the chimney are complete and the drive has been re-opened. Staff is working with the contractor completing the interior work to get those repairs on the schedule. The interior work will not affect the drive or City business.

FIRE:

- The Fire Department has hired 4 new full-time employees: Travis Alderson-FF Paramedic, Dylan Brunner-FF EMT, Grace Douglas-FF EMT, and Trever Obershaw-FF EMT. All have started at the BSFD and have been a great addition to the department.
- The new Engine is nearing completion. The crews are continually working to get the tools mounted and training on the new Engine completed. We anticipate putting it in to service February 20th.
- The new Medic Unit (Ambulance) has arrived. The Kansas State Board of Emergency Medical Services (KSBEMS) has performed its inspection and the Medic Unit is licensed and will go into service next week.
- Crews are preparing for Wildland Urban Interface (WUI) or grass fire season. Due to the low amount of precipitation this winter and current weather patterns we anticipate a very dry Spring. With the assistance of grant funding from the Kansas Forest Service, we are able to better equip our department members with appropriate Wildland Firefighting - Personal Protective Equipment. We are anticipating a higher-than-average year in 2026 for Wildland Urban Interface fires in the Bonner Springs area, and throughout the State of Kansas.
- Total number of alarms YTD as of 1-20-2026: 215
 - EMS: 147
 - Fire: 15
 - Other: 53
- Auto-Aid / Mutual-Aid responses YTD:
 - KCKFD:
 - To: 38
 - From: 5
 - Edwardsville:
 - To: 17
 - From: 11
 - Fairmount:
 - To: 3
 - From: 2
 - Leavenworth County District 2:
 - To: 1

LIBRARY:

Visit the library's website [HERE](#) for details on upcoming events.

PUBLIC WORKS:

- **Street Maintenance**
 - Rented a stump grinder and removed approximately 65 stumps along railroad tracks, city parks, and other city properties.
 - Completed citywide pothole patching, repairing 52 potholes.
 - Swept downtown and continued sweeping city zones.
 - All residential streets have been swept at least once this year.
 - The downtown square is swept monthly (weather permitting) and more frequently when events are scheduled.
 - Installed a culvert at Kerry Roberts Park to accommodate walking and maintenance equipment traffic; removed the old walking bridge due to unsafe conditions.
- **Utilities**
 - Completed two hydrant replacements.
 - Performed scheduled lift station inspections and checks.
 - Completed restoration at multiple locations following repairs.
 - 2026 water consumption report completed and annual sampling schedule established.
 - February compliance samples underway.
 - Plant remains fully operational. All recent water quality samples have returned within required parameters.
 - Replaced Booster Station Pump #2 while plant was offline; both booster pumps are now less than one year old.
 - One sludge pump currently in service; parts ordered for repair of frozen pump.
 - Gate at Lift Station #3 replaced, restoring Vac-Con access.
- **Parks & Building Maintenance**
 - Christmas decorations fully removed
 - Brush and tree clean-up along disc golf course
 - Completed green improvements on multiple disc golf holes
- **Capital Project Updates**
 - 138th Street Project: Most work is currently paused due to winter conditions. Contractors have been out working on the fencing along the sidewalk. All major underground and surface work (water, storm, curb, paving, sidewalks, hydro-mulch) is complete. Remaining work includes final 2” asphalt surface, signage, striping, and sod—to resume in spring.
 - Public Works Vehicle Storage Building Project: Construction continues to progress, and the project remains on track despite minor material delivery delays. Assembly crew awaiting delivery of final materials needed to complete exterior wall and roof panels. Crews are actively working on interior dividing walls and wall skins. The garage doors scheduled for installation within the next two weeks. The plumber and electrician are scheduled to begin running services within the next two weeks.

ONGOING/PENDING PLANNING PROJECTS

Case No.	Application Date	Project Name	Address	Project Type	Review Process(es)	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
Pending Planning Projects List - 2025																	
ST-02-25	September 12, 2025	Ice Vending Machine	608 S. 130th St	Site/Landscape Review	SR	PENDING								GC	NA	NA	NA
DECEMBER PLANNING COMMISSION -JANUARY GOVERNING BODY																	
2026 PENDING PLANNING PROJECTS																	
Case No.	Application Date	Project Name	Address	Project Type	Review Process(es)	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
ST-05-25	December 23, 2025	Bungalows at Bonner Springs	300 S. 130th Street	Site/Landscape Review	SR	PENDING							Advance Acquisitions, LLC	RR/MR	PD-MR	1	
JANUARY PLANNING COMMISSION - FEBRUARY GOVERNING BODY																	
PP-01-25	November 19, 2025	Bungalows at Bonner Springs	300 S. 130th Street	Preliminary Plat	PC/CC	PENDING			January 20, 2026	DENIED	February 23, 2026	PENDING	Advanced Acquisitions, LLC	RR/MR	PD-MR	1	21.3984+/-
BSRZ-03-25	November 19, 2025	Bungalows at Bonner Springs	300 S. 130th Street	Rezoning	PC/CC	PENDING			January 20, 2026	DENIED	February 23, 2026	PENDING	Advanced Acquisitions, LLC	RR/MR	PD-MR	2	21.3984+/-
BSCP-02-24	June 7, 2024	Epic Resorts - Comp Plan Change	720 N. 118th St	Comp Plan Change	PC/CC	PENDING			July 16, 2024	APPROVED	February 23, 2026	PENDING	EMAP KC, LLC	INDUSTRIAL	MX - Mixed Use	1	79 +/-
BSZO-02-25	PENDING	Floodplain Regulations Update	City Wide	Municipal Code	FEMA/KDA/CC	FEMA APPROVED					February 23, 2026	PENDING	City Staff	NA	NA	NA	NA
FEBRUARY PLANNING COMMISSION - MARCH GOVERNING BODY																	
BSZO-01-26	NA	Short-Term Rental Regulations	City Wide	UDO Amendment	PC/CC	PENDING			February 17, 2026	APPROVED	March 9, 2026	PENDING	Staff	NA	NA	NA	NA
MC-01-26	NA	Storage Containers	City Wide	Municipal Code	PC/CC	PENDING					March 9, 2026	PENDING	Staff	NA	NA	NA	NA
FEBRUARY PLANNING COMMISSION - MARCH GOVERNING BODY																	
BZA-02-26	January 15, 2026	Bowman	236 Santa Fe Rd	Variance	BZA	PENDING	March 17, 2026	PENDING									
BSRZ-01-26	January 15, 2026	Bowman	236 Santa Fe Rd	Rezoning	PC/CC	PENDING			March 17, 2026	PENDING	April 13, 2026	PENDING	Jason Bowman	RR	HI	1	0.1945
BSRZ-02-26	October 29, 2024	Destination KCK - Epic Resorts	Multiple addresses	Rezoning	PC/CC	PENDING			March 17, 2026	PENDING	April 13, 2026	PENDING	EMAP KC, LLC	LI/MR/RR	ENT	1	180 +/-
BSRZ-03-26	January 15, 2026	Woods Oil	601 E. Front Street	Rezoning	PC/CC	PENDING			March 17, 2026	PENDING	April 13, 2026	PENDING	Scott Wood	CC	HC	1	
MARCH PLANNING COMMISSION - APRIL GOVERNING BODY																	
ECP-01-26	February 11, 2026	Destination KCK - Epic Resorts	Multiple addresses	Earth Change Permit	SR	PENDING							EMAP KC, LLC Destination KCK				

COMPLETED PLANNING PROJECTS - 2026

Case No.	Application Date	Project Name	Address	Project Type	Review Process(es)	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
STAFF REVIEW AND APPROVAL																	
ST-03-25	October 9, 2025	OldCastle APG	4201 Powell Dr	Site/Landscape Review	SR	APPROVED							BHC on behalf of Owner - OldCastle	HI	HI	1	34.2+/-
ST-04-25	October 5, 2025	Overland Cabinet	13933 Leavenworth St	Site/Landscape Review	SR	APPROVED							Tom Silovsky on behalf of Owner - OC Real Estate holdings, LLC	LI	LI	1	6.4+/-
JANUARY PLANNING COMMISSION - FEBRUARY GOVERNING BODY																	
BSCP-02-25	October 6, 2025	Bonner Hills Estates	708 S. 130th St and 709 S. 132nd St	Comp Plan Change	PC/CC	PENDING			January 20, 2026	APPROVED	February 9, 2026	APPROVED	Guy Tiner	Density Res and High-	High-Density Res.	2	10.73+/-
RP-04-25	October 6, 2025	Bonner Hills Estates	708 S. 130th St and 709 S. 132nd St	Replat	PC/CC	PENDING			January 20, 2026	APPROVED	February 9, 2026	APPROVED	Guy Tiner	GR/MR	NA	2	10.73 +/-
BSRZ-02-25	October 6, 2025	Bonner Hills Estates	708 S. 130th St and 709 S. 132nd St	Rezoning	PC/CC	PENDING			January 20, 2026	APPROVED	February 9, 2026	APPROVED	Guy Tiner	GR/MR	MR	2	10.73+/-
MP-01-26	January 5, 2026	Whippoorwill Substation	122 S. 110th St	Minor Plat	SR	APPROVED							Scannell/Every	LI			
BZA-01-26	January 5, 2026	Overland Cabinet	13933 Leavenworth St	Setback Variance	BZA	PENDING	February 17, 2026	APPROVED					Overland Cabinet	LI	NA	1	6.4+/-

CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

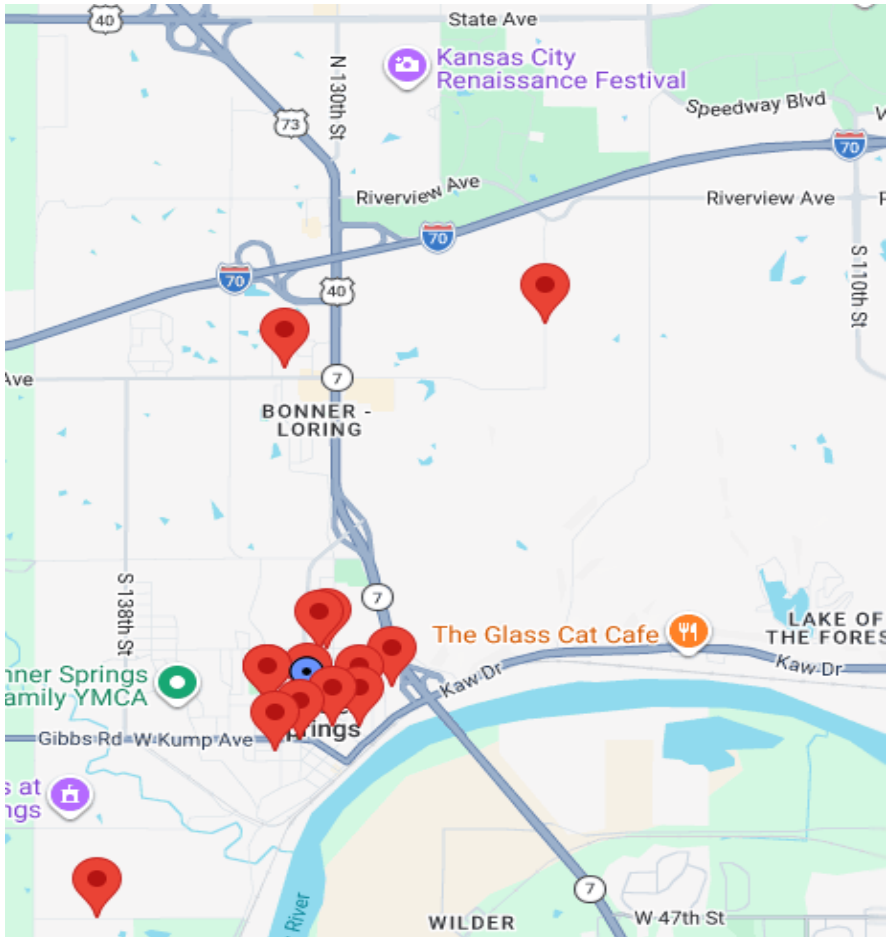
INCIDENT CODE: *-All

USER: mstites

DATES: 1/1/2026 THRU 1/31/2026

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH.....	0.....	41.....	1
GENERAL.....	2.....	220.....	3
INOPERABLE/UNLICENSED/ON-GRASS.....	2.....	532.....	2
OUTSIDE STORAGE.....	3.....	431.....	9
PERMIT CHECK.....	5.....	609.....	0
PROPERTY MAINTENANCE.....	1.....	395.....	3
SIGNS.....	25.....	771.....	0
SNOW & ICE.....	0.....	11.....	0
TALL GRASS/WEEDS.....	1.....	502.....	0
COURT	5.....		
=====			
TOTALS.....	44.....	3512.....	18

Report shows number of locations with multiple violations at many locations; does not include site re-inspections.



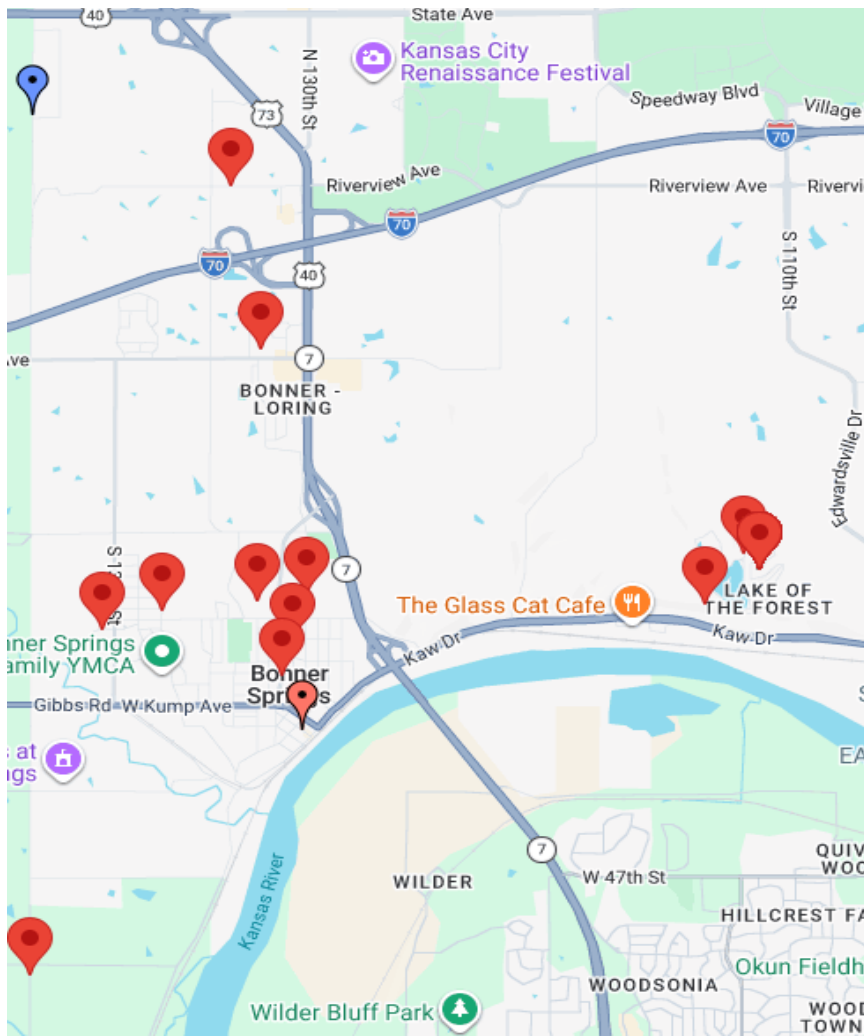
REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 1/1/2026 THRU 1/31/2026

STATUS: OPENED, COMPLETED

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION.....	0
COMMERCIAL REMODEL.....	1
COMMERCIAL ROOF.....	0
DECK.....	0
DRIVEWAY.....	1
DEMOLITION.....	2
ELECTRICAL.....	7
FENCE.....	2
FIREWORKS.....	0
GENERAL INSPECTION.....	0
MECHANICAL.....	4
OPEN FLAME.....	0
PLUMBING.....	5
POOL, ABOVE GROUND.....	0
POOL, IN GROUND.....	0
RESIDENTIAL ACCESSORY STRUCTURE.....	0
RESIDENTIAL MANUFACTURED MOVE-IN.....	0
RESIDENTIAL NEW/ADDITION.....	0
RESIDENTIAL REMODEL.....	2
RESIDENTIAL ROOF.....	2
RIGHT OF WAY.....	1
SIGN.....	0
TENT.....	0
UTILITIES OFF.....	1
=====	
TOTAL NEW PERMITS.....	28
TOTAL ACTIVE PERMITS.....	102





Bonner Springs Mayor's Report

Date: February 9, 2026

To: City Council

General

-

Boards

- Attended the WYEDC Board meeting on 2/11.
- Attended the Johnson & Wyandotte Council of Mayors on 2/11. This month's host was Leawood and a rep from World Cup 2026 was present for a discussion.
- Attended the Library Board meeting on 2/19.

Events

-