



City of Bonner Springs

KANSAS

Monday, October 23, 2023

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

NO WORKSHOP MEETING
REGULAR CITY COUNCIL MEETING - 7:30 p.m.

The meeting is open to the public.

CITY COUNCIL MEETING - 7:30 P.M.

1. Annual Update - 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 October 9, 2023 City Council Meeting

Action Make a motion to approve the minutes as presented.

Recommendation

Documents:

1. 10092023 CCM Minutes

2. Claims for City Operation

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

Recommendation Staff recommends approval.

Documents:

1. Supplement Check Register
2. Supplement Expense Approval Report
3. Main Check Register
4. Main Expense Approval Report

3. Intergovernmental Services Agreement with Lenexa to Offer Combined Senior Center Trip Opportunities in 2024

Action Make a motion to authorize the City Manager to enter into a service agreement with the City of Lenexa to offer combined senior center trip opportunities.

Recommendation Staff recommends approval.

Documents:

1. Intergovernmental Services Contract- 2023-2024
2. Exhibit A - Duo-City Trips

OLD BUSINESS

NEW BUSINESS

1. Rezoning - BSRZ-01-23 - Zoning Change From A-1 (Agricultural District) to R-3 (Multi-family Residential District) for Eastern Portion of 300 South 130th Street

Action Motion to approve the rezoning of 300 S. 130th Street from A-1 (Agricultural District) to R-3 (Multi-family Residential) as presented.

Recommendation The Planning Commission recommended, 5-0, in favor of approval of the rezoning with stipulations.

Documents:

1. Agenda Item-300 S. 130th St-BSRZ-01-23
2. PC Minutes 9.19.23 draft
3. Site layout - Elevation (1 side)
4. Ord. Rezone 300 S. 130th St - Cornerstone

2. Highway 32/Kump Avenue Paving Project - Solicit Bids

Action Make a motion to authorize the public works department to advertise and solicit bids for the Hwy 32/Kump Paving Project.

Recommendation Staff recommends approval.

Documents:

3. Kansas Avenue Culvert Project - Solicit Bids

Action Make a motion to authorize the public works department to solicit formal bids for the Kansas Avenue Culvert Project.

Recommendation Staff recommends approval.

Documents:

4. Ordinance Approving a Franchise Agreement with Midco

Action Make a motion to adopt an ordinance approving a franchise agreement contract with Midcontinent Communications (Midco) as presented

Recommendation Staff recommends approval

Documents:

1. Midco Franchise Agreement - Telecom - Final

REPORTS

1. City Manager's Report

Action

Recommendation

Documents:

1. City Managers Update 10-20-23
2. 10.16.23_Pending_Planning_Projects
3. InCode_Building_Permit_Report
4. InCode_Code_Enforcement_Report

2. City Council Items

3. Mayor's Report

Memorandum

Date: October 23, 2023
To: Mayor and City Council
From: Christina Brake

Subject: Minutes of the October 9, 2023 City Council Meeting

Recommendation:

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

Background:

Discussion:

Financial Impact:

City Council Minutes – Regular Meeting – October 9, 2023

The Bonner Springs City Council met in regular session at 7:30 p.m.

Present: Mayor Harrington, Councilmembers Long, McMahan, Wood, Gurley, Kipp, Stephens and Reeves. Councilmember Shannon was absent.

City staff present: Sean Pederson, City Manager; Chris Brake, City Clerk; Tillie LaPlante, Finance Director; Billy Naff, Police Chief; Tim Richards, Fire Chief; Mike Krauze, Police Captain; Mark Lee, Community Development Director; Mark Stites, Codes Enforcement Officer; Frank Abart, Public Works Director and Matt Beets, Deputy Public Works Director

The Mayor led the Pledge of Allegiance to the Flag of the United States of America, and Pastor Flournoy led the invocation.

PRESENTATION –

1. Proclamation – Fire Safety Month – The Mayor presented a proclamation to Bonner Springs Fire Department employees recognizing National Fire Safety Month.

Citizen Concerns about Items Not on Today's Agenda –

Paul Reese, United States Army Colonel Retires, 13287 Davis, asked the City Council to publicly pray for Israelis who suffered over the weekend. He also is concerned about the upcoming rezoning request for 300 130th Street. He is against the single home, multi-family proposition. He believes the development will adversely affect traffic patterns, impact local housing, the police and fire department, schools, impact of low-income housing, crime, property value and safety of children in neighborhoods.

Ron Johnson, 13286 Davis, stated he is also opposed to the rezoning of 330 130th St. said he keeps reading about a strategic plan (possibly referring to the comprehensive plan). States he votes for the individuals, not the plan.

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

1. Minutes of the September 25, 2023 City Council Meeting
2. Claims for City Operations
3. Waiver From Generally Accepted Accounting Principles (GAAP) for Financial Reporting. Assigned Resolution No. 2023-17

Reeves moved and Stephens seconded to approve the consent agenda as presented. Unanimous approval.

OLD BUSINESS – None

NEW BUSINESS –

1. **Water Meter Project Update** – The Public Works Director gave an update on the water meter replacement project.
2. **Audit Contract for 2023 & 2024 Fiscal Years** – Stephens moved and Gurley seconded to approve a two-year contract extension with GordonCPA to perform audit services for the City for Fiscal Years 2023 and 2024 in the amount of \$16,295 and \$16,785 respectively. If a single audit is required, the fee will be \$3,600 per major program. Unanimous approval.

Dennis Dumavitch, 13294 Richland Avenue, a new meter was placed on his property in September of 2022 and his water bill increased because the prior meter wasn't reading correctly. He stated he had a consistent bill for eleven months, then his September 2023 bill was four times higher than the previous month. He called City Hall, and spoke with the utility department. He commended Heather for being a great employee and being very helpful. They were able to schedule a payment plan. He is concerned there

was no prior communication about the increased bill and initially no one seemed to know why it increased, He suggested the RFP process should include asking for financials and check references on companies.

3. **Acceptance and Final Payment for the 2023 Street Resurfacing Project** – Gurley moved and Stephens seconded to approve the final payment to McAnany Construction for the 2023 Street Resurfacing project in the amount of \$98,159.07, and accept the project with a final project cost of \$847,400.70. Unanimous approval.
4. **Axon Fleet 3 Purchase Agreement** – Stephens moved and Wood seconded to authorize the City Manager to execute the Axon Fleet 3 and Master Services agreements. Unanimous approval.
5. **Ordinance to Allow Operation of an All-Terrain Vehicle, Micro Utility Truck, Low-Speed Vehicle, Golf Cart, or Work-Site Utility Vehicles** – Kipp moved and McMahan seconded to adopt an ordinance allowing the operation of an all-terrain vehicle, micro-utility truck, low-speed vehicle, golf cart, or work-site utility vehicle on some City streets. Unanimous approval. Assigned Ordinance No. 2556

Bobby Hodges, Lawrence Avenue, asked, if the ordinance is approved, will the vehicles be required to display a “Slow moving vehicle” placard?
6. **Ordinance to Adopt the Updated Standard Traffic Ordinance as Amended** – Stephens moved and Reeves seconded to adopt the Standard Traffic Ordinance 50th Edition. Unanimous approval. Assigned Ordinance No. 2557
7. **Ordinance to Adopt Changes to Chapter VII Fire, Article 1 Fire Department of the Code of Ordinances** – Stephens moved and Gurley seconded to adopt an Ordinance to amend Chapter VII Fire, Article 1 Fire Department of the Code of Ordinances. Unanimous approval. Assigned Ordinance No. 2553
8. **Resolution Authorizing the Code Official to Abate the Conditions Causing Code Violations at 209 W Kump Avenue** – Stephens moved and Reeves seconded to adopt a resolution allowing for abatement of Municipal Code violations. Unanimous approval. Assigned Resolution No. 2023-18.

REPORTS

Item No. 1: City Manager’s Report –

- Lift Station No. 2 manages 75% of the raw sewage flow. Insurance discussions are ongoing about the repair or replacement of the lift station. Building at a new site adjacent to the old site may be more cost effective.
- CCLIP bidding and advertisement will start at the beginning of the year. The City received CCLIP funds for to refinish Kump from Nettleton to 138th Street.
- Thanked the Fire Department for hosting their first Open House in several years. The City is starting the process of hiring six initial full-time firefighters.
- Otto Pedersen was the second-grade student of the month at Bonner Springs Elementary.

Item No. 2: City Council Items

Stephens - Attended the League of Kansas Municipalities Conference in Wichita and has a copy of the policy statement. Recognized years of service for Angie Harris – 30 years, Edward Rittemeier – 30 years and Lynda Cassmeyer – 25 years.

Kipp – Stated the silt fencing at the Compass site is continuing to not work effectively.

McMahan – Asked if staff is aware of what is opening at the old Dari Dine location.

Item No. 3: Mayor's Report

- Thanked Councilmember Stephens for representing the City at the League of Kansas Municipalities meeting.
- Saturday is the last Farmer's Market of the season. He invited everyone to the pet parade.
- Councilmembers Stephens and Wood reminded everyone that Thursday's Evenings on Oak will begin early at 4pm
- Councilmember Gurley reminded everyone that this weekend is the last weekend for Renaissance Festival and Lineman's Rodeo is this Saturday
- Please remember Pastor Grant's family in your thoughts.

The meeting adjourned at 9:12 p.m.

_____ Christina Brake, City Clerk

Memorandum

Date: October 23, 2023
To: Mayor and City Council
From: Sarah Frehe

Subject: Claims for City Operation

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 \$33,849.32 and the regular claims in the amount of \$989,098.21.

Discussion:

Financial Impact:



Bonner Springs, KS

Check Register

Packet: APPKT00647 - 10/13/2023 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						
5615	AT&T	10/13/2023	Regular	0.00	305.35	152189
10964	EVERGY FKA KCP&L	10/13/2023	Regular	0.00	403.92	152190
10942	EVERGY KANSAS CENTRAL INC FKA V	10/13/2023	Regular	0.00	13,084.77	152191
7899	JUSTINE SPEASE	10/13/2023	Regular	0.00	65.47	152192
12367	LINDSAY LYONS	10/13/2023	Regular	0.00	35.00	152193
9879	MAINSTREET CREDIT UNION	10/13/2023	Regular	0.00	845.00	152194
7206	NATIONAL INSURANCE MARKETING	10/13/2023	Regular	0.00	1,117.45	152195
12333	OPTUM BANK	10/13/2023	Regular	0.00	7,514.16	152196
12314	TATUM BARTELS	10/13/2023	Regular	0.00	77.29	152197
11421	WEX INC	10/13/2023	Regular	0.00	10,400.91	152198

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	13	10	0.00	33,849.32
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
	13	10	0.00	33,849.32



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Post Dates 9/5/2023 - 10/13/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 5615 - AT&T				
AT&T	0790469593-092523	10/13/2023	SPECIAL CIRCUITS AND ALARMS 9/25/23 - 10/24/23	31.35
AT&T	0790469593-092523	10/13/2023	SPECIAL CIRCUITS AND ALARMS 9/25/23 - 10/24/23	134.00
AT&T	0790469593-092523	10/13/2023	SPECIAL CIRCUITS AND ALARMS 9/25/23 - 10/24/23	140.00
Vendor 5615 - AT&T Total:				305.35
Vendor: 10964 - EVERGY FKA KCP&L				
EVERGY FKA KCP&L	0003201	10/13/2023	MUNICIPAL STREET LIGHT - LED 8/31/23 - 9/30/23	403.92
Vendor 10964 - EVERGY FKA KCP&L Total:				403.92
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
EVERGY KANSAS CENTRAL INC...	0003196	10/13/2023	STREETLIGHTS	12,902.26
EVERGY KANSAS CENTRAL INC...	0003197	10/13/2023	GAZEBO ELECTRICAL SERVICE 9/1/23 - 10/3/23	29.62
EVERGY KANSAS CENTRAL INC...	0003198	10/13/2023	MESSAGE BOARD ELECTRICAL SERVICE 9/1/23 - 10/3/23	55.76
EVERGY KANSAS CENTRAL INC...	0003204	10/13/2023	ELECTRICAL SERVICE FOR TIBLOW DAYS	97.13
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:				13,084.77
Vendor: 7899 - JUSTINE SPEASE				
JUSTINE SPEASE	0003199	10/13/2023	SEPTEMBER MILEAGE REIMBURSEMENT	65.47
Vendor 7899 - JUSTINE SPEASE Total:				65.47
Vendor: 12367 - LINDSAY LYONS				
LINDSAY LYONS	55666389A	09/05/2023	REFUND FOR BOYS BASEBALL CANCELLED SEASON	35.00
Vendor 12367 - LINDSAY LYONS Total:				35.00
Vendor: 9879 - MAINSTREET CREDIT UNION				
MAINSTREET CREDIT UNION	0003203	10/13/2023	PAYROLL FOR 10/13/2023	845.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:				845.00
Vendor: 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC				
NATIONAL INSURANCE MARK...	A022944	10/13/2023	OCTOBER BENEFITS DIRECT INSURANCE	1,117.45
Vendor 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC Total:				1,117.45
Vendor: 12333 - OPTUM BANK				
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	2,639.16
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	187.50
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	125.00
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	125.00
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	250.00
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	625.00
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	187.50
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	375.00

Expense Approval Report

Post Dates: 9/5/2023 - 10/13/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	1,500.00
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	687.50
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	281.25
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	281.25
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	62.50
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	62.50
OPTUM BANK	0003202	10/13/2023	HEALTH SAVINGS ACCOUNT FOR 10/13/2023	125.00
Vendor 12333 - OPTUM BANK Total:				7,514.16
Vendor: 12314 - TATUM BARTELS				
TATUM BARTELS	0003200	10/13/2023	SEPTEMBER MILEAGE REIMBURSEMENT	77.29
Vendor 12314 - TATUM BARTELS Total:				77.29
Vendor: 11421 - WEX INC				
WEX INC	92345278	10/13/2023	SEPTEMBER FUEL	159.70
WEX INC	92345278	10/13/2023	SEPTEMBER FUEL	817.27
WEX INC	92345278	10/13/2023	SEPTEMBER FUEL	30.78
WEX INC	92345278	10/13/2023	SEPTEMBER FUEL	6,287.61
WEX INC	92345278	10/13/2023	SEPTEMBER FUEL	1,339.49
WEX INC	92345278	10/13/2023	SEPTEMBER FUEL	344.91
WEX INC	92345278	10/13/2023	SEPTEMBER FUEL	733.25
WEX INC	92345278	10/13/2023	SEPTEMBER FUEL	687.90
Vendor 11421 - WEX INC Total:				10,400.91
Grand Total:				33,849.32



Bonner Springs, KS

Check Register

Packet: APPKT00649 - 10/17/2023 Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
12407	AARON GRINNELL	10/17/2023	Regular	0.00	60.00	152199
10078	AMAZON CAPITAL SERVICES INC	10/17/2023	Regular	0.00	5,001.40	152200
7169	AMERICAN RED CROSS	10/17/2023	Regular	0.00	44.00	152201
12372	AMY SMITH	10/17/2023	Regular	0.00	35.00	152202
12414	ANITA MUNIZ-GRANDPRE	10/17/2023	Regular	0.00	200.00	152203
12408	ANN JOHNSON	10/17/2023	Regular	0.00	100.00	152204
12411	ANTHONY TARVER	10/17/2023	Regular	0.00	350.00	152205
12406	ARNAUD LE MAGUER	10/17/2023	Regular	0.00	2,110.00	152206
3791	ARROWHEAD SCIENTIFIC INC	10/17/2023	Regular	0.00	67.00	152207
5184	AT&T MOBILITY	10/17/2023	Regular	0.00	7,880.44	152208
2470	ATMOS ENERGY	10/17/2023	Regular	0.00	646.98	152209
7514	AXIOM INSTRUMENTATION SERVICE	10/17/2023	Regular	0.00	1,783.00	152210
1917	BATTERIES PLUS	10/17/2023	Regular	0.00	176.21	152211
7416	BG CONSULTANTS, INC	10/17/2023	Regular	0.00	30,182.50	152212
12165	BLUE CARDINAL CHEMICAL LLC	10/17/2023	Regular	0.00	424.86	152213
2798	BONNER SPRINGS AUTO REPAIR LLC	10/17/2023	Regular	0.00	120.27	152214
0192	C&B EQUIPMENT MIDWEST INC	10/17/2023	Regular	0.00	2,868.75	152215
11793	CHARTER COMMUNICATIONS HOLDIN	10/17/2023	Regular	0.00	244.72	152216
10027	CINTAS	10/17/2023	Regular	0.00	548.07	152217
0213	COLEMAN EQUIPMENT INC	10/17/2023	Regular	0.00	2,529.52	152218
10136	COMPLIANCEONE	10/17/2023	Regular	0.00	659.40	152219
0716	CORE & MAIN LP	10/17/2023	Regular	0.00	5,255.14	152220
2216	CROSBY PLUMBING	10/17/2023	Regular	0.00	319.00	152221
12382	DATCO, INC	10/17/2023	Regular	0.00	398.60	152222
0014	DEFFENBAUGH INDUSTRIES INC	10/17/2023	Regular	0.00	4,867.14	152223
12091	DEJONEA TOWNSEND	10/17/2023	Regular	0.00	100.00	152224
12410	DIAGNOSTIC SERVICES OF KANSAS S	10/17/2023	Regular	0.00	122.35	152225
7360	DSG EQUIPMENT & SUPPLIES INC	10/17/2023	Regular	0.00	635.00	152226
11899	EASY ICE, LLC	10/17/2023	Regular	0.00	276.00	152227
7003	ERIC B PARR	10/17/2023	Regular	0.00	935.00	152228
12082	ERICA ZAMORA	10/17/2023	Regular	0.00	100.00	152229
10942	EVERGY KANSAS CENTRAL INC FKA V	10/17/2023	Regular	0.00	25,243.97	152230
4342	FELDMANS	10/17/2023	Regular	0.00	1,081.06	152231
7225	FORTILINE, INC	10/17/2023	Regular	0.00	580.00	152232
11563	GERKEN RENT-ALL INC	10/17/2023	Regular	0.00	1,362.54	152233
11989	GINA WALTON	10/17/2023	Regular	0.00	100.00	152234
1942	GRASS PAD INC	10/17/2023	Regular	0.00	526.65	152235
7383	GREAT PLAINS SOCIETY FOR PREVEN	10/17/2023	Regular	0.00	1,700.00	152236
1532	GT DISTRIBUTORS INC	10/17/2023	Regular	0.00	53.40	152237
7242	HELGET GAS PRODUCTS INC	10/17/2023	Regular	0.00	144.37	152238
11835	HUMANE SOCIETY OF GREATER KAN	10/17/2023	Regular	0.00	1,012.27	152239
7720	IBEC, LLC	10/17/2023	Regular	0.00	60.00	152240
10304	INSTITUTE FOR BUILDING TECHNOLC	10/17/2023	Regular	0.00	2,300.00	152241
12413	JASMINE MCDONALD	10/17/2023	Regular	0.00	100.00	152242
12404	JEREMY WELCH JR	10/17/2023	Regular	0.00	32.00	152243
5345	JOHNSON COUNTY WASTEWATER	10/17/2023	Regular	0.00	730.48	152244
10049	KANSAS HEALTH & ENVIRONMENTA	10/17/2023	Regular	0.00	784.00	152245
11752	KANSAS UNIVERSITY PHYSICIANS, IN	10/17/2023	Regular	0.00	2,462.52	152246
10555	KBI LAB	10/17/2023	Regular	0.00	400.00	152247
10214	KC AUCTION DIRECT LLC	10/17/2023	Regular	0.00	1,207.04	152248
10578	LANDWORKS STUDIO LLC	10/17/2023	Regular	0.00	730.00	152249
11747	LENEXA PARK & RECREATION	10/17/2023	Regular	0.00	897.85	152250
7553	MCANANY CONSTRUCTION INC	10/17/2023	Regular	0.00	847,400.70	152251
7347	MCGUIRE ELECTRIC, LLC	10/17/2023	Regular	0.00	525.73	152252

Check Register

Packet: APPKT00649-10/17/2023 Check Run

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7764	MICHAEL J. DANIELS	10/17/2023	Regular	0.00	114.00	152253
12412	MICHAEL LEWIS	10/17/2023	Regular	0.00	100.00	152254
6849	MJV-A LLC	10/17/2023	Regular	0.00	341.91	152255
11769	OTTAWA BUS SERVICE, INC	10/17/2023	Regular	0.00	1,901.00	152256
11541	PEREGRINE CORPORATION	10/17/2023	Regular	0.00	388.85	152257
3531	PERRY AND TRENT LLC	10/17/2023	Regular	0.00	1,120.00	152258
0562	POMP'S TIRE SERVICE, INC	10/17/2023	Regular	0.00	1,133.40	152259
7022	POSTMASTER	10/17/2023	Regular	0.00	50.00	152260
12405	PRESTON TOSSES	10/17/2023	Regular	0.00	106.00	152261
11689	RICK LEDGERWOOD	10/17/2023	Regular	0.00	566.08	152262
11773	RONALD TILDEN	10/17/2023	Regular	0.00	265.20	152263
6010	SCHUETZ CONSTRUCTION	10/17/2023	Regular	0.00	10,764.00	152264
12409	SHEILA MCCONICO	10/17/2023	Regular	0.00	100.00	152265
7670	STAPLES CONTRACT & COMMERCIAL	10/17/2023	Regular	0.00	135.27	152266
11621	TALIA ROSA PEREZ	10/17/2023	Regular	0.00	74.00	152267
10879	TEUTONIC HOLDINGS LLC	10/17/2023	Regular	0.00	228.75	152268
11386	UNIFIED GOVERNMENT TREASURER	10/17/2023	Regular	0.00	343.00	152269
0712	W W GRAINGER	10/17/2023	Regular	0.00	1,421.82	152270
10810	WILLIAM F TUCKER	10/17/2023	Regular	0.00	10,496.00	152271
8411	WILSON & COMPANY ENGINEERS	10/17/2023	Regular	0.00	840.00	152272
12396	XAVIER MORENO	10/17/2023	Regular	0.00	134.00	152273

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	160	75	0.00	989,098.21
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
	160	75	0.00	989,098.21



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Post Dates 10/17/2023 - 10/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12407 - AARON GRINNELL				
AARON GRINNELL	0003205	10/17/2023	REFUND REN FEST OCCUPATIONAL LICENSE	60.00
Vendor 12407 - AARON GRINNELL Total:				60.00
Vendor: 10078 - AMAZON CAPITAL SERVICES INC				
AMAZON CAPITAL SERVICES I...	133V-VNFM-C7G3	10/17/2023	FIRST AID RESTOCK/SAMPLE UNIFORMS	94.46
AMAZON CAPITAL SERVICES I...	133V-VNFM-C7G3	10/17/2023	TABLET CASE/SCREEN PROTECTORS	77.86
AMAZON CAPITAL SERVICES I...	133V-VNFM-C7G3	10/17/2023	UNIFORM SHIRT	24.98
AMAZON CAPITAL SERVICES I...	133V-VNFM-C7G3	10/17/2023	OFFICE CHAIR	149.99
AMAZON CAPITAL SERVICES I...	14YC-TXDW-6LMQ	10/17/2023	UNIFORM FOR DENTON	37.99
AMAZON CAPITAL SERVICES I...	17JR-7TRF-JXFP	10/17/2023	BUSINESS CARD HOLDERS/PRIVACY FILM	21.96
AMAZON CAPITAL SERVICES I...	17JR-7TRF-JXFP	10/17/2023	TRUNK ORGANIZER	39.99
AMAZON CAPITAL SERVICES I...	1F3D-PJY4-9G4J	10/17/2023	FLU/COVID SUPPLIES	264.92
AMAZON CAPITAL SERVICES I...	1GLL-CWMD-FX1K	10/17/2023	SAMPLE UNIFORM PANTS	149.98
AMAZON CAPITAL SERVICES I...	1GLL-CWMD-FX1K	10/17/2023	SAMPLE UNIFORM PANTS	203.94
AMAZON CAPITAL SERVICES I...	1JGK-F3QY-9J1D	10/17/2023	SAMPLE WORK PANTS	230.91
AMAZON CAPITAL SERVICES I...	1JGK-F3QY-HKCF	10/17/2023	WORKS GLOVES/HYDRATION SUPPLIES	51.55
AMAZON CAPITAL SERVICES I...	1JGK-F3QY-HKCF	10/17/2023	WORKS GLOVES/HYDRATION SUPPLIES	51.54
AMAZON CAPITAL SERVICES I...	1JGK-F3QY-HKCF	10/17/2023	WORKS GLOVES/HYDRATION SUPPLIES	51.55
AMAZON CAPITAL SERVICES I...	1K47-7WKY-DLG4	10/17/2023	SAMPLE WORK PANTS	344.64
AMAZON CAPITAL SERVICES I...	1LYF-F366-VFWC	10/17/2023	SAMPLE UNIFORM PANTS	197.94
AMAZON CAPITAL SERVICES I...	1NV4-JKDR-6WNH	10/17/2023	EMERGENCY MANAGEMENT BOOK	138.15
AMAZON CAPITAL SERVICES I...	1NXY-46TW-LNX6	10/17/2023	REPLACEMENT LIGHT FIXTURES	1,309.55
AMAZON CAPITAL SERVICES I...	1NXY-46TW-LNX6	10/17/2023	REPLACEMENT LIGHT FIXTURES	1,481.88
AMAZON CAPITAL SERVICES I...	1Q3K-LHH1-6X34	10/17/2023	NOTARY STAMP FOR BILLE	21.65
AMAZON CAPITAL SERVICES I...	1W11-L4F7-6RRL	10/17/2023	TABLET CASE FOR PW OFFICE	15.99
AMAZON CAPITAL SERVICES I...	1WN4-74F7-WFFQ	10/17/2023	AMMUNITION HAND SOAP	39.98
Vendor 10078 - AMAZON CAPITAL SERVICES INC Total:				5,001.40
Vendor: 7169 - AMERICAN RED CROSS				
AMERICAN RED CROSS	22612882	10/17/2023	LIFE GUARD CERTIFICATION	44.00
Vendor 7169 - AMERICAN RED CROSS Total:				44.00
Vendor: 12372 - AMY SMITH				
AMY SMITH	60886155	10/17/2023	REFUND BASKETBALL FEE FOR AJ SMITH	35.00
Vendor 12372 - AMY SMITH Total:				35.00
Vendor: 12414 - ANITA MUNIZ-GRANDPRE				
ANITA MUNIZ-GRANDPRE	59982966	10/17/2023	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 10/14/23	200.00
Vendor 12414 - ANITA MUNIZ-GRANDPRE Total:				200.00
Vendor: 12408 - ANN JOHNSON				
ANN JOHNSON	58219077	10/17/2023	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 10/8/23	100.00
Vendor 12408 - ANN JOHNSON Total:				100.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12411 - ANTHONY TARVER				
ANTHONY TARVER	110719	10/17/2023	BOND REFUND - ANTHONY TARVER	350.00
Vendor 12411 - ANTHONY TARVER Total:				350.00
Vendor: 12406 - ARNAUD LE MAGUER				
ARNAUD LE MAGUER	4011585	10/17/2023	K9 BITE SUIT	2,110.00
Vendor 12406 - ARNAUD LE MAGUER Total:				2,110.00
Vendor: 3791 - ARROWHEAD SCIENTIFIC INC				
ARROWHEAD SCIENTIFIC INC	163438	10/17/2023	COTTON SWABS AND BOXES	67.00
Vendor 3791 - ARROWHEAD SCIENTIFIC INC Total:				67.00
Vendor: 5184 - AT&T MOBILITY				
AT&T MOBILITY	287288930469X07192023	10/17/2023	MOBILE PHONE SERVICE 6/12/23 - 7/11/23	140.38
AT&T MOBILITY	287288930469X07192023	10/17/2023	MOBILE PHONE SERVICE 6/12/23 - 7/11/23	45.11
AT&T MOBILITY	287288930469X07192023	10/17/2023	MOBILE PHONE SERVICE 6/12/23 - 7/11/23	247.44
AT&T MOBILITY	287288930469X07192023	10/17/2023	MOBILE PHONE SERVICE 6/12/23 - 7/11/23	135.33
AT&T MOBILITY	287288930469X07192023	10/17/2023	MOBILE PHONE SERVICE 6/12/23 - 7/11/23	1,133.90
AT&T MOBILITY	287288930469X07192023	10/17/2023	MOBILE PHONE SERVICE 6/12/23 - 7/11/23	187.74
AT&T MOBILITY	287288930469X07192023	10/17/2023	MOBILE PHONE SERVICE 6/12/23 - 7/11/23	274.09
AT&T MOBILITY	287288930469X07192023	10/17/2023	MOBILE PHONE SERVICE 6/12/23 - 7/11/23	369.36
AT&T MOBILITY	287288930469X07192023	10/17/2023	MOBILE PHONE SERVICE 6/12/23 - 7/11/23	45.11
AT&T MOBILITY	287288930469X07192023	10/17/2023	MOBILE PHONE SERVICE 6/12/23 - 7/11/23	41.24
AT&T MOBILITY	287288930469X08192023	10/17/2023	MOBILE PHONE SERVICE 7/12/23 - 8/11/23	140.38
AT&T MOBILITY	287288930469X08192023	10/17/2023	MOBILE PHONE SERVICE 7/12/23 - 8/11/23	45.11
AT&T MOBILITY	287288930469X08192023	10/17/2023	MOBILE PHONE SERVICE 7/12/23 - 8/11/23	247.44
AT&T MOBILITY	287288930469X08192023	10/17/2023	MOBILE PHONE SERVICE 7/12/23 - 8/11/23	135.33
AT&T MOBILITY	287288930469X08192023	10/17/2023	MOBILE PHONE SERVICE 7/12/23 - 8/11/23	1,133.66
AT&T MOBILITY	287288930469X08192023	10/17/2023	MOBILE PHONE SERVICE 7/12/23 - 8/11/23	187.74
AT&T MOBILITY	287288930469X08192023	10/17/2023	MOBILE PHONE SERVICE 7/12/23 - 8/11/23	274.09
AT&T MOBILITY	287288930469X08192023	10/17/2023	MOBILE PHONE SERVICE 7/12/23 - 8/11/23	369.36
AT&T MOBILITY	287288930469X08192023	10/17/2023	MOBILE PHONE SERVICE 7/12/23 - 8/11/23	45.11
AT&T MOBILITY	287288930469X08192023	10/17/2023	MOBILE PHONE SERVICE 7/12/23 - 8/11/23	41.24
AT&T MOBILITY	287288930469X09192023	10/17/2023	MOBILE PHONE SERVICE 8/12/23 - 9/11/23	194.99
AT&T MOBILITY	287288930469X09192023	10/17/2023	MOBILE PHONE SERVICE 8/12/23 - 9/11/23	45.11
AT&T MOBILITY	287288930469X09192023	10/17/2023	MOBILE PHONE SERVICE 8/12/23 - 9/11/23	214.78
AT&T MOBILITY	287288930469X09192023	10/17/2023	MOBILE PHONE SERVICE 8/12/23 - 9/11/23	135.33
AT&T MOBILITY	287288930469X09192023	10/17/2023	MOBILE PHONE SERVICE 8/12/23 - 9/11/23	1,133.53
AT&T MOBILITY	287288930469X09192023	10/17/2023	MOBILE PHONE SERVICE 8/12/23 - 9/11/23	187.74

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
AT&T MOBILITY	287288930469X09192023	10/17/2023	MOBILE PHONE SERVICE 8/12/23 - 9/11/23	274.09
AT&T MOBILITY	287288930469X09192023	10/17/2023	MOBILE PHONE SERVICE 8/12/23 - 9/11/23	369.36
AT&T MOBILITY	287288930469X09192023	10/17/2023	MOBILE PHONE SERVICE 8/12/23 - 9/11/23	45.11
AT&T MOBILITY	287288930469X09192023	10/17/2023	MOBILE PHONE SERVICE 8/12/23 - 9/11/23	41.24
Vendor 5184 - AT&T MOBILITY Total:				7,880.44
Vendor: 2470 - ATMOS ENERGY				
ATMOS ENERGY	0003214	10/17/2023	GAS SERVICE	162.66
ATMOS ENERGY	0003214	10/17/2023	GAS SERVICE	244.87
ATMOS ENERGY	0003214	10/17/2023	GAS SERVICE	41.04
ATMOS ENERGY	0003214	10/17/2023	GAS SERVICE	148.73
ATMOS ENERGY	0003214	10/17/2023	GAS SERVICE	41.04
ATMOS ENERGY	0003214	10/17/2023	GAS SERVICE	8.64
Vendor 2470 - ATMOS ENERGY Total:				646.98
Vendor: 7514 - AXIOM INSTRUMENTATION SERVICES				
AXIOM INSTRUMENTATION S...	20-1859	10/17/2023	REPAIR PARDS FOR FLOW METER AT LS #6	283.00
AXIOM INSTRUMENTATION S...	20-1870	10/17/2023	CALIBRATE FLOW METER FOR WELLS 1,2,4, AND 6	1,500.00
Vendor 7514 - AXIOM INSTRUMENTATION SERVICES Total:				1,783.00
Vendor: 1917 - BATTERIES PLUS				
BATTERIES PLUS	P63739086	10/17/2023	BATTERY	69.03
BATTERIES PLUS	P64964837	10/17/2023	BATTERY	30.55
BATTERIES PLUS	P65662703	10/17/2023	BATTERY	76.63
Vendor 1917 - BATTERIES PLUS Total:				176.21
Vendor: 7416 - BG CONSULTANTS, INC				
BG CONSULTANTS, INC	20-1413L(3)	10/17/2023	Owners Representative, Supp Agrmnt, Water Plant	30,182.50
Vendor 7416 - BG CONSULTANTS, INC Total:				30,182.50
Vendor: 12165 - BLUE CARDINAL CHEMICAL LLC				
BLUE CARDINAL CHEMICAL LLC	10175	10/17/2023	LIFT STATION DEGREASER	424.86
Vendor 12165 - BLUE CARDINAL CHEMICAL LLC Total:				424.86
Vendor: 2798 - BONNER SPRINGS AUTO REPAIR LLC				
BONNER SPRINGS AUTO REPA...	24853	10/17/2023	OIL & FILTER CHANGE ON VID #469	63.13
BONNER SPRINGS AUTO REPA...	24921	10/17/2023	OIL & FILTER CHANGE ON VID # 484	57.14
Vendor 2798 - BONNER SPRINGS AUTO REPAIR LLC Total:				120.27
Vendor: 0192 - C&B EQUIPMENT MIDWEST INC				
C&B EQUIPMENT MIDWEST I...	15731-00	10/17/2023	WWTP LIFT STATION MAINTENANCE	750.00
C&B EQUIPMENT MIDWEST I...	15815-00	10/17/2023	REPAIR CLOGGED LINE AT WWTP WASTING PUMP	590.00
C&B EQUIPMENT MIDWEST I...	15847-00	10/17/2023	CHECK VAVLVES/CLEAR CLOG IN SCUM PIT AT WWTP	1,528.75
Vendor 0192 - C&B EQUIPMENT MIDWEST INC Total:				2,868.75
Vendor: 11793 - CHARTER COMMUICATIONS HOLDING LLC				
CHARTER COMMUICATIONS ...	0099865100623	10/17/2023	CITY HALL INTERNET 10/6/23 - 11/5/23	244.72
Vendor 11793 - CHARTER COMMUICATIONS HOLDING LLC Total:				244.72
Vendor: 10027 - CINTAS				
CINTAS	4170471882	10/17/2023	JANITORIAL BUILDING SUPPLIES	303.33
CINTAS	4170623683	10/17/2023	CITY HALL JANITORIAL SUPPLIES	244.74
Vendor 10027 - CINTAS Total:				548.07

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 0213 - COLEMAN EQUIPMENT INC				
COLEMAN EQUIPMENT INC	100-34385	10/17/2023	UTILITY LOADER RENTAL CREDIT	-98.90
COLEMAN EQUIPMENT INC	31578	10/17/2023	REPAIR LAND PRIDE ROTARY CUTTER	2,420.29
COLEMAN EQUIPMENT INC	585261	10/17/2023	FUEL CAP FOR CHAIN SAW	6.79
COLEMAN EQUIPMENT INC	585889	10/17/2023	GREASE GUN COUPLER REPLACEMENT	29.09
COLEMAN EQUIPMENT INC	589907	10/17/2023	CARBURETOR FOR STIHL TRIMMER	51.22
COLEMAN EQUIPMENT INC	592270	10/17/2023	MOWER DECK WIRING HARNESS	104.70
COLEMAN EQUIPMENT INC	592298	10/17/2023	PRIMER BLUB FOR STIHL BACKPACK BLOWER	16.33
Vendor 0213 - COLEMAN EQUIPMENT INC Total:				2,529.52
Vendor: 10136 - COMPLIANCEONE				
COMPLIANCEONE	308830	10/17/2023	SEPTEMBER MONTHLY CHARGES/RANDOM NON DOT	420.76
COMPLIANCEONE	308830	10/17/2023	SEPTEMBER MONTHLY CHARGES/RANDOM NON DOT	138.16
COMPLIANCEONE	309729	10/17/2023	SEPTEMBER MONTHLY CHARGES/RANDOM DOT	56.52
COMPLIANCEONE	309729	10/17/2023	SEPTEMBER MONTHLY CHARGES/RANDOM DOT	18.84
COMPLIANCEONE	309729	10/17/2023	SEPTEMBER MONTHLY CHARGES/RANDOM DOT	18.84
COMPLIANCEONE	309729	10/17/2023	SEPTEMBER MONTHLY CHARGES/RANDOM DOT	6.28
Vendor 10136 - COMPLIANCEONE Total:				659.40
Vendor: 0716 - CORE & MAIN LP				
CORE & MAIN LP	T577694	10/17/2023	DISTRIBUTION MAINTENANCE PARTS	1,034.88
CORE & MAIN LP	T583924	10/17/2023	DISTRIBUTION MAINTENANCE PARTS	394.85
CORE & MAIN LP	T596068	10/17/2023	DISTRIBUTION MAINTENANCE PARTS	1,659.28
CORE & MAIN LP	T612862	10/17/2023	DISTRIBUTION MAINTENANCE PARTS	428.26
CORE & MAIN LP	T620808	10/17/2023	DISTRIBUTION MAINTENANCE PARTS	459.82
CORE & MAIN LP	T642311	10/17/2023	DISTRIBUTION MAINTENANCE PARTS	756.70
CORE & MAIN LP	T643666	10/17/2023	DISTRIBUTION MAINTENANCE PARTS	296.15
CORE & MAIN LP	T643785	10/17/2023	DISTRIBUTION MAINTENANCE PARTS	225.20
Vendor 0716 - CORE & MAIN LP Total:				5,255.14
Vendor: 2216 - CROSBY PLUMBING				
CROSBY PLUMBING	35593560	10/17/2023	CLEAR CLOGGED DRAIN AT WWTP	149.00
CROSBY PLUMBING	35804111	10/17/2023	SERVICE WATER HEATER	170.00
Vendor 2216 - CROSBY PLUMBING Total:				319.00
Vendor: 12382 - DATCO, INC				
DATCO, INC	214089	10/17/2023	UNIFORM SHIRTS	398.60
Vendor 12382 - DATCO, INC Total:				398.60
Vendor: 0014 - DEFFENBAUGH INDUSTRIES INC				
DEFFENBAUGH INDUSTRIES I...	0019893-4861-8	10/17/2023	SLUDGE HAULING 9/16/23 - 9/30/23	3,867.23
DEFFENBAUGH INDUSTRIES I...	7238338-4858-0	10/17/2023	WWTP DUMPSTER SERVICE 9/8/23	41.31
DEFFENBAUGH INDUSTRIES I...	7238379-4858-4	10/17/2023	AQUATIC PARK DUMPSTER SERVICE 9/1/23 - 9/30/23	373.22

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
DEFFENBAUGH INDUSTRIES I...	7241988-4858-7	10/17/2023	COMMUNITY CENTER DUMPSTER SERVICE	585.38
Vendor 0014 - DEFFENBAUGH INDUSTRIES INC Total:				4,867.14
Vendor: 12091 - DEJONEA TOWNSEND				
DEJONEA TOWNSEND	58906215	10/17/2023	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 10/7/23	100.00
Vendor 12091 - DEJONEA TOWNSEND Total:				100.00
Vendor: 12410 - DIAGNOSTIC SERVICES OF KANSAS STATE INC				
DIAGNOSTIC SERVICES OF KA...	D1860992	10/17/2023	RABIES TESTING	122.35
Vendor 12410 - DIAGNOSTIC SERVICES OF KANSAS STATE INC Total:				122.35
Vendor: 7360 - DSG EQUIPMENT & SUPPLIES INC				
DSG EQUIPMENT & SUPPLIES ...	4211	10/17/2023	FLEETWASH FOR PW VEHICLE WASH BAY	635.00
Vendor 7360 - DSG EQUIPMENT & SUPPLIES INC Total:				635.00
Vendor: 11899 - EASY ICE, LLC				
EASY ICE, LLC	01077887	10/17/2023	OCTOBER ICE MACHINE RENTAL	70.00
EASY ICE, LLC	01077887	10/17/2023	OCTOBER ICE MACHINE RENTAL	70.00
EASY ICE, LLC	01083988	10/17/2023	OCTOBER ICE MACHINE RENTAL	136.00
Vendor 11899 - EASY ICE, LLC Total:				276.00
Vendor: 7003 - ERIC B PARR				
ERIC B PARR	206	10/17/2023	UPDATED MAPPING FOR INVENTORY TRACKING	935.00
Vendor 7003 - ERIC B PARR Total:				935.00
Vendor: 12082 - ERICA ZAMORA				
ERICA ZAMORA	60686196	10/17/2023	REFUND DEPOSIT FOR GYMNASIUM ON 9/23/23	100.00
Vendor 12082 - ERICA ZAMORA Total:				100.00
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	2,121.56
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	145.67
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	1,908.43
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	2,178.41
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	150.72
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	2,231.71
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	1,779.61
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	369.54
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	7,785.74
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	5,699.01
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	215.03
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	145.16
EVERGY KANSAS CENTRAL INC...	0003207	10/17/2023	ELECTRIC SERVICE	513.38
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:				25,243.97
Vendor: 4342 - FELDMANS				
FELDMANS	323476	10/17/2023	TRAILER PLUG FOR VID #512	17.99
FELDMANS	323480	10/17/2023	SAMPLE WORK PANTS	101.12
FELDMANS	323487	10/17/2023	CHAIN FOR SUMP PUMP AT WWTP	50.27
FELDMANS	323490	10/17/2023	MUD BOOTS FOR BANKS	24.99
FELDMANS	323495	10/17/2023	DOG FOOD	76.99
FELDMANS	323533	10/17/2023	GRASS MATTING FOR STREETS	197.94
FELDMANS	323544	10/17/2023	DIESEL FUEL CLEANER FOR VID #524	16.99
FELDMANS	323557	10/17/2023	TALL SHANK MUD BOOTS	199.98
FELDMANS	323558	10/17/2023	TARP/SHOP TOWELS FOR CEMETERY	22.97

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FELDMANS	323560	10/17/2023	TALL SHANK MUD BOOTS	299.97
FELDMANS	323580	10/17/2023	REFUND FOR SAMPLE WORK PANTS	-101.12
FELDMANS	323584	10/17/2023	GRASS SEED AND STRAW MATTING	172.97
Vendor 4342 - FELDMANS Total:				1,081.06
Vendor: 7225 - FORTILINE, INC				
FORTILINE, INC	6222329	10/17/2023	12" HYDRANT EXTENDER	580.00
Vendor 7225 - FORTILINE, INC Total:				580.00
Vendor: 11563 - GERKEN RENT-ALL INC				
GERKEN RENT-ALL INC	570206-9	10/17/2023	STUMP GRINDER RENTAL FOR PARKS MAINTENANCE	1,362.54
Vendor 11563 - GERKEN RENT-ALL INC Total:				1,362.54
Vendor: 11989 - GINA WALTON				
GINA WALTON	57016393	10/17/2023	REFUND DEPOSIT FOR SUNFLOWER ON 10/1/23	100.00
Vendor 11989 - GINA WALTON Total:				100.00
Vendor: 1942 - GRASS PAD INC				
GRASS PAD INC	542468	10/17/2023	GRASS SEED/TOP SOIL FOR COMM CENTER FIRE LINE WORK	174.50
GRASS PAD INC	542469	10/17/2023	STRAW FOR COMMUNITY CENTER FIRE LINE WORK	7.95
GRASS PAD INC	542492	10/17/2023	TOP SOIL FOR DIST MAINT	45.90
GRASS PAD INC	542565	10/17/2023	TOP SOIL FOR DIST MAINT	45.90
GRASS PAD INC	542579	10/17/2023	GRASS MATTING STAPLES	24.00
GRASS PAD INC	542598	10/17/2023	TOP SOIL FOR KELLY MURPHY PARK	113.70
GRASS PAD INC	542614	10/17/2023	GRASS SEED/TOP SOIL FOR DIST MAINT YARD REPAIRS	114.70
Vendor 1942 - GRASS PAD INC Total:				526.65
Vendor: 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS				
GREAT PLAINS SOCIETY FOR P...	0723BS	10/17/2023	ANIMAL SHELTER TRANSFER	850.00
GREAT PLAINS SOCIETY FOR P...	0823BS	10/17/2023	ANIMAL SHELTER TRANSFER	425.00
GREAT PLAINS SOCIETY FOR P...	0923BS	10/17/2023	ANIMAL SHELTER TRANSFER	425.00
Vendor 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS Total:				1,700.00
Vendor: 1532 - GT DISTRIBUTORS INC				
GT DISTRIBUTORS INC	INV0972002	10/17/2023	CHIEF FLEX BADGE	38.90
GT DISTRIBUTORS INC	INV0972005	10/17/2023	DROP LEG ASSEMBLY/NAME PLATE	14.50
Vendor 1532 - GT DISTRIBUTORS INC Total:				53.40
Vendor: 7242 - HELGET GAS PRODUCTS INC				
HELGET GAS PRODUCTS INC	0002082854	10/17/2023	OXYGEN	110.42
HELGET GAS PRODUCTS INC	0002691787	10/17/2023	OXYGEN	33.95
Vendor 7242 - HELGET GAS PRODUCTS INC Total:				144.37
Vendor: 11835 - HUMANE SOCIETY OF GREATER KANSAS CITY				
HUMANE SOCIETY OF GREATE...	14075	10/17/2023	KITTEN EXAM (22-3450)	79.20
HUMANE SOCIETY OF GREATE...	15033	10/17/2023	KITTEN EXAM AFTER QUARANTINE (22-3450)	75.38
HUMANE SOCIETY OF GREATE...	17123	10/17/2023	SICK KITTEN (22-9257)	42.06
HUMANE SOCIETY OF GREATE...	17124	10/17/2023	INJURED PITBULL EXAM (22-9201)	32.00
HUMANE SOCIETY OF GREATE...	17656	10/17/2023	ABANDONED PUPPY (22-9818)	113.40
HUMANE SOCIETY OF GREATE...	17778	10/17/2023	SICK CAT (22-11355)	82.98
HUMANE SOCIETY OF GREATE...	17917	10/17/2023	SICK CAT (22-11355)	43.20
HUMANE SOCIETY OF GREATE...	21606	10/17/2023	INJURED CATS (23-4534 & 23-6693)	469.13
HUMANE SOCIETY OF GREATE...	24272A	10/17/2023	INJURED CAT (23-10880)	74.92
Vendor 11835 - HUMANE SOCIETY OF GREATER KANSAS CITY Total:				1,012.27

Expense Approval Report

Post Dates: 10/17/2023 - 10/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7720 - IBEC, LLC				
IBEC, LLC	7916411	10/17/2023	SECURITY ALARM MONITORING 10/1/23 - 10/31/23	60.00
Vendor 7720 - IBEC, LLC Total:				60.00
Vendor: 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY				
INSTITUTE FOR BUILDING TEC...	R730-BK1-0823	10/17/2023	AUGUST INSPECTION FEES	2,150.00
INSTITUTE FOR BUILDING TEC...	R730-BK1-0823	10/17/2023	AUGUST PLAN REVIEW FEES	150.00
Vendor 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY Total:				2,300.00
Vendor: 12413 - JASMINE MCDONALD				
JASMINE MCDONALD	60007144	10/17/2023	REFUND DEPOSIT FOR HONEYBEE ROOM ON 10/14/23	100.00
Vendor 12413 - JASMINE MCDONALD Total:				100.00
Vendor: 12404 - JEREMY WELCH JR				
JEREMY WELCH JR	JW093023	10/17/2023	SOCCER OFFICIAL - 2 GAMES	32.00
Vendor 12404 - JEREMY WELCH JR Total:				32.00
Vendor: 5345 - JOHNSON COUNTY WASTEWATER				
JOHNSON COUNTY WASTEWA...	0003209	10/17/2023	WW CHARGES 9/1/23 - 9/30/23	730.48
Vendor 5345 - JOHNSON COUNTY WASTEWATER Total:				730.48
Vendor: 10049 - KANSAS HEALTH & ENVIRONMENTAL LABORATORIES				
KANSAS HEALTH & ENVIRON...	63787	10/17/2023	ANALYTICAL SERVICES JULY - SEPT 2023	784.00
Vendor 10049 - KANSAS HEALTH & ENVIRONMENTAL LABORATORIES Total:				784.00
Vendor: 11752 - KANSAS UNIVERSITY PHYSICIANS, INC				
KANSAS UNIVERSITY PHYSICI...	CI-1009037	10/17/2023	EMERGENCY MEDICAL DIRECTOR AGREEMENT JULY - SEPT	2,462.52
Vendor 11752 - KANSAS UNIVERSITY PHYSICIANS, INC Total:				2,462.52
Vendor: 10555 - KBI LAB				
KBI LAB	119287	10/17/2023	LAB FEE FOR TORRID NAUSS	400.00
Vendor 10555 - KBI LAB Total:				400.00
Vendor: 10214 - KC AUCTION DIRECT LLC				
KC AUCTION DIRECT LLC	24711	10/17/2023	REPLACE BRAKES ON UNIT 65	618.00
KC AUCTION DIRECT LLC	24750	10/17/2023	REPLACE MIRROR/OIL CHANGE/REPAIR TIRE ON UNIT 66	589.04
Vendor 10214 - KC AUCTION DIRECT LLC Total:				1,207.04
Vendor: 10578 - LANDWORKS STUDIO LLC				
LANDWORKS STUDIO LLC	23-060-01	10/17/2023	Center Park Design	730.00
Vendor 10578 - LANDWORKS STUDIO LLC Total:				730.00
Vendor: 11747 - LENEXA PARK & RECREATION				
LENEXA PARK & RECREATION	101623	10/17/2023	GRAND O'OPRY TRIP	897.85
Vendor 11747 - LENEXA PARK & RECREATION Total:				897.85
Vendor: 7553 - MCANANY CONSTRUCTION INC				
MCANANY CONSTRUCTION INC	3059 PMT # 1	10/17/2023	2023 Road Resurfacing Project	749,241.63
MCANANY CONSTRUCTION INC	3059 PMT #2	10/17/2023	2023 Road Resurfacing Project	98,159.07
Vendor 7553 - MCANANY CONSTRUCTION INC Total:				847,400.70
Vendor: 7347 - MCGUIRE ELECTRIC, LLC				
MCGUIRE ELECTRIC, LLC	4880	10/17/2023	REPAIR ELECTRICAL ISSUES AT LS #9	340.00
MCGUIRE ELECTRIC, LLC	4908	10/17/2023	REPAIR ELECTRICAL ISSUE AT WELL #2	185.73
Vendor 7347 - MCGUIRE ELECTRIC, LLC Total:				525.73

Expense Approval Report

Post Dates: 10/17/2023 - 10/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7764 - MICHAEL J. DANIELS				
MICHAEL J. DANIELS	MD093023	10/17/2023	SOCCER OFFICIAL - 6 GAMES	114.00
Vendor 7764 - MICHAEL J. DANIELS Total:				114.00
Vendor: 12412 - MICHAEL LEWIS				
MICHAEL LEWIS	60994980	10/17/2023	REFUND DEPOSIT FOR HONEYBEE ROOM ON 10/15/23	100.00
Vendor 12412 - MICHAEL LEWIS Total:				100.00
Vendor: 6849 - MJV-A LLC				
MJV-A LLC	231618-083123	10/17/2023	UNIFORM CLEANING	150.00
MJV-A LLC	231618-093023	10/17/2023	UNIFORM CLEANING	191.91
Vendor 6849 - MJV-A LLC Total:				341.91
Vendor: 11769 - OTTAWA BUS SERVICE, INC				
OTTAWA BUS SERVICE, INC	38114FINAL	10/17/2023	FINAL PAYMENT FOR HOLIDAY LIGHTS TRIP	659.00
OTTAWA BUS SERVICE, INC	38127FINAL	10/17/2023	FINAL PAYMENT FOR WHITE CLOUD CASINO TRIP	1,242.00
Vendor 11769 - OTTAWA BUS SERVICE, INC Total:				1,901.00
Vendor: 11541 - PEREGRINE CORPORATION				
PEREGRINE CORPORATION	533343	10/17/2023	SECT 5 AUGUST UTIL BILLS (683/647)	388.85
Vendor 11541 - PEREGRINE CORPORATION Total:				388.85
Vendor: 3531 - PERRY AND TRENT LLC				
PERRY AND TRENT LLC	03927	10/17/2023	LEGAL PROFESSIONAL SERVICES 9/19/23 - 9/29/23	1,120.00
Vendor 3531 - PERRY AND TRENT LLC Total:				1,120.00
Vendor: 0562 - POMP'S TIRE SERVICE, INC				
POMP'S TIRE SERVICE, INC	1250149687	10/17/2023	TIRES FOR 2531	1,133.40
Vendor 0562 - POMP'S TIRE SERVICE, INC Total:				1,133.40
Vendor: 7022 - POSTMASTER				
POSTMASTER	0003206	10/17/2023	RESTITUTION - SAVANNAH SCHRODER	50.00
Vendor 7022 - POSTMASTER Total:				50.00
Vendor: 12405 - PRESTON TOSSES				
PRESTON TOSSES	PT091623	10/17/2023	SOCCER OFFICIAL - 1 GAMES	18.00
PRESTON TOSSES	PT093023	10/17/2023	SOCCER OFFICIAL - 1 GAME	20.00
PRESTON TOSSES	PT100723	10/17/2023	SOCCER OFFICIAL - 4 GAMES	68.00
Vendor 12405 - PRESTON TOSSES Total:				106.00
Vendor: 11689 - RICK LEDGERWOOD				
RICK LEDGERWOOD	0003210	10/17/2023	REIMBURSEMENT FOR OPEN HOUSE FOOD	189.08
RICK LEDGERWOOD	0003211	10/17/2023	REIMBURSEMENT FOR FRAMES FOR HALLWAY DISPLAY	300.00
RICK LEDGERWOOD	0003212	10/17/2023	REIMBURSEMENT FOR ENGRAVING FOR HALLWAY DISPLAY	77.00
Vendor 11689 - RICK LEDGERWOOD Total:				566.08
Vendor: 11773 - RONALD TILDEN				
RONALD TILDEN	108836	10/17/2023	NEW TIRE FOR VID #552	180.30
RONALD TILDEN	109234	10/17/2023	OIL CHANGE/TIRE ROTATION ON UNIT 52	84.90
Vendor 11773 - RONALD TILDEN Total:				265.20
Vendor: 6010 - SCHUETZ CONSTRUCTION				
SCHUETZ CONSTRUCTION	0003218	10/17/2023	REPLACE 80' WATERLINE FROM LIBRARY TO MAIN LINE	10,764.00
Vendor 6010 - SCHUETZ CONSTRUCTION Total:				10,764.00

Expense Approval Report

Post Dates: 10/17/2023 - 10/17/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12409 - SHEILA MCCONICO				
SHEILA MCCONICO	58798989	10/17/2023	REFUND DEPOSIT FOR SUNFLOWER ON 9/30/23	100.00
Vendor 12409 - SHEILA MCCONICO Total:				100.00
Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL INC				
STAPLES CONTRACT & COMM...	807172036	10/17/2023	MISC OFFICE SUPPLIES	115.15
STAPLES CONTRACT & COMM...	8071780046	10/17/2023	MISC OFFICE SUPPLIES	10.59
STAPLES CONTRACT & COMM...	8071780046	10/17/2023	RED/BLACK INK REFILL	9.53
Vendor 7670 - STAPLES CONTRACT & COMMERCIAL INC Total:				135.27
Vendor: 11621 - TALIA ROSA PEREZ				
TALIA ROSA PEREZ	TP093023	10/17/2023	SOCCER OFFICIAL - 4 GAMES	74.00
Vendor 11621 - TALIA ROSA PEREZ Total:				74.00
Vendor: 10879 - TEUTONIC HOLDINGS LLC				
TEUTONIC HOLDINGS LLC	584966	10/17/2023	CITY HALL PHONE SERVICE 10/7/23 - 11/6/23	228.75
Vendor 10879 - TEUTONIC HOLDINGS LLC Total:				228.75
Vendor: 11386 - UNIFIED GOVERNMENT TREASURER				
UNIFIED GOVERNMENT TREA...	0003213	10/17/2023	SEPTEMBER 2023 WYCO JAIL HOUSING	343.00
Vendor 11386 - UNIFIED GOVERNMENT TREASURER Total:				343.00
Vendor: 0712 - W W GRAINGER				
W W GRAINGER	9800737778	10/17/2023	TRASH BAGS FOR PW	97.56
W W GRAINGER	9802651464	10/17/2023	CONFINED SPACE FAN FOR WWTP	844.09
W W GRAINGER	9820759067	10/17/2023	YARD LIGHTS FOR WWTP	426.02
W W GRAINGER	9820759067	10/17/2023	ABSORBNET ROLL	27.85
W W GRAINGER	9844515156	10/17/2023	PIPE PLUG FOR SCUM PUMP AT WWTP	26.30
Vendor 0712 - W W GRAINGER Total:				1,421.82
Vendor: 10810 - WILLIAM F TUCKER				
WILLIAM F TUCKER	823	10/17/2023	MOWING	745.00
WILLIAM F TUCKER	823	10/17/2023	MOWING	185.00
WILLIAM F TUCKER	823	10/17/2023	MOWING	120.00
WILLIAM F TUCKER	823	10/17/2023	MOWING	3,567.00
WILLIAM F TUCKER	823	10/17/2023	MOWING	909.00
WILLIAM F TUCKER	823	10/17/2023	MOWING	4,970.00
Vendor 10810 - WILLIAM F TUCKER Total:				10,496.00
Vendor: 8411 - WILSON & COMPANY ENGINEERS				
WILSON & COMPANY ENGINE...	119642	10/17/2023	INSPECTION FEES FOR SANDSTONE POINTE TOWNHOMES	840.00
Vendor 8411 - WILSON & COMPANY ENGINEERS Total:				840.00
Vendor: 12396 - XAVIER MORENO				
XAVIER MORENO	XM093023	10/17/2023	SOCCER OFFICIAL - 3 GAMES	60.00
XAVIER MORENO	XM100723	10/17/2023	SOCCER OFFICIAL - 4 GAMES	74.00
Vendor 12396 - XAVIER MORENO Total:				134.00
Grand Total:				989,098.21

Memorandum

Date: October 23, 2023
To: Mayor and City Council
From: Justine Spease

Subject: Intergovernmental Services Agreement with Lenexa to Offer Combined Senior Center Trip Opportunities in 2024

Recommendation: Staff recommends approval.

Action: Make a motion to authorize the City Manager to enter into a service agreement with the City of Lenexa to offer combined senior center trip opportunities.

Background: Continuing the agreement with Lenexa allows staff to provide a quality social and educational program for the community. We first entered into an agreement with the City of Lenexa to offer these combined trips for 2021.

Discussion: This intergovernmental service agreement between the City of Bonner Springs and the City of Lenexa proposes a partnership of the senior centers to offer combined trip opportunities in 2024. There are many benefits for the community in this agreement, including the decline of canceled trips due to low registration or driver unavailability. Trip planning is split between the two cities.

Financial Impact: Included in the budget for fiscal year 2024.

INTERGOVERNMENTAL SERVICES AGREEMENT

THIS TRIP ADDENDUM is entered into this ____ of _____, 2023, in Johnson County, Kansas, by and between the City of Lenexa, Kansas (“Lenexa”), and the City of Bonner Springs, Kansas (hereinafter “Bonner Springs”), and the City of Lenexa, Kansas (hereinafter “Lenexa”), shall be herein collectively referred to as “Cities.”

WHEREAS, Lenexa and Bonner Springs, hereinafter collectively referred to as “Parties” or “Cities,” 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 insufficient number of participants; and

WHEREAS, K.S. A. 12-2908, as amended, authorizes the Parties to cooperate in providing the Services; 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 Lenexa did approve and authorize its mayor to execute this Agreement by official vote of the Body on the ____ day of _____, 2023; 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 _____, 2023.

NOW THEREFORE, for and 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 to review and comment on the Service decisions at any time throughout the 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 Trips (hereinafter "Trip Services"). Lenexa shall draft any and all agreements for Trip Services (hereinafter "Trip Services Agreements") as further provided in Section 2J. In the event Lenexa will not be attending a specific Trip, Bonner Springs shall be responsible for coordinating such Trip Services.

- b. Principles:** The Parties anticipate the following individual will perform as the Principals under this Agreement:
1. Lenexa: Bettie Partington
 2. Bonner Springs: Gloria Ochoa

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.
- 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. Every 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 ("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. Waitlist:** In the event a Party exceeds their 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 ("Unfilled Registration(s)"). The Parties 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 ("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 sixty (60) 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 Trip(s):
- 1. Lenexa:** Lenexa Senior Center, 13425 Walnut Street, Lenexa, KS 66215.
 - 2. Bonner Springs:** Bonner Springs Community Center, 200 East 3rd St., Bonner Springs, KS 66012.
- 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:
- 1.** CPR/AED/First Aid Certified;
 - 2.** Ability to Lift and assist with luggage handling; and
 - 3.** 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. Assist with collecting bus driver tips from Participants;
6. Lead participants in games, tours, and other activities as needed;
7. 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;
8. Help maintain a safe environment for Participants and provide aid and assistance to Participants and other escorts in the event of an emergency;
9. Be accessible 24/7 on overnight trips for emergency contact (cell phone required);
10. Help ensure compliance with motorcoach rules and regulations;
11. Limit time on personal phone calls; and
12. 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 agreed by the Parties. Each Party's respective Principal shall be individually responsible for registering Participants and collecting payments from Participants. If any agreement for Trip Services required an advance deposit to reserve the Trip Services (hereinafter "Deposit"), each Party agrees to notify the other Party of such deposit and make payment of each Deposit.

Monthly, the Parties will total and provide an accounting of the total cost(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 (the "Sole Insufficient Party"), the Sole Insufficient Party with the least number of registered participants 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.

j. Trip Services Agreement: Lenexa shall be responsible for drafting and coordination execution of any Trips Services Agreement for each trip scheduled. Lenexa will email a draft Trip Services Agreement to the Principal at Bonner Springs, for their review. Bonner Springs agrees that they will return any comments or proposed changes to the draft Trip Services Agreement to Lenexa as quickly as possible, but in no event later than five (5) calendar days after receipt. Once the Trip Services Agreement terms are agreed upon by the Parties, Lenexa will email the final Trip Services Agreement to Bonner Springs Principal for execution. Trip Services Addendum may be executed on behalf of each Party by an individual authorized to bind said Party and agree to the terms contained therein. Lenexa will ensure Bonner Springs receives a fully executed copy of the Trip Services Agreement. In the event Lenexa is not attending a particular Trip, Bonner Springs shall be responsible for coordinating the Service in accordance with Section 2(a), and shall be responsible for drafting and coordinating execution of any Trip Services Agreement as provided above.

1. DURATION AND TERMINATION OF AGREEMENT: This Agreement shall continue in full force and effect until December 31, 2024. This Agreement may be extended by written addendum executed by all Parties. Each Party's City Administrator/Manager is authorized to execute any and all addendums to this Agreement.
2. 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 Parties' Principal a scanned copy of their execution page.
3. AMMENDMENTS 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.

4. JURISDICTION: This Agreement shall be construed according to the laws of the State of Kansas and may be enforced in the District Court for Johnson County, 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.

EXECUTED ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY OF LENEXA:

By: _____
Logan Wagler, Parks and Recreation Director

Approved as to Form:

Spencer L. Throssell, Assistant City Attorney

CITY OF BONNER SPRINGS:

By: _____

Print Name: _____

Title: _____

2024 DUO-CITY TRIPS WITH LENEXA BONNER SPRINGS

<u>2024 Duo-City Trips</u>	<u>DAY(S)</u>	<u>DATE(S)</u>	<u>Lenexa</u>	<u>Bonner</u>	<u>TRIP</u>
					<u>COORDINATOR</u>
Golden Eagle Casino	W	Feb. 28	X	X	Bettie
New Orleans/Biloxi	M-F	3/19--22	X	X	Gloria
KC Monarchs game		June or July	X	X	Gloria
St. Louis, MO	T,W, TH	July 9-11	X	X	Gloria
Sac & Fox Casino	W	24-Jul	X	X	Bettie
Grand O' Opry	Sat	24-Aug	X	X	Bettie
Omaha, NE	T, W, TH	9/24--26	X	X	Gloria
Cranberry Bogs (WI)	T-F	10/1--10/4	X	X	Bettie
Casino	W	23-Oct	X	X	Bettie

Ex. A

Memorandum

Date: October 23, 2023
To: Mayor and City Council
From: Mark Lee

Subject: Rezoning - BSRZ-01-23 - Zoning Change From A-1 (Agricultural District) to R-3 (Multi-family Residential District) for Eastern Portion of 300 South 130th Street

Recommendation: The Planning Commission recommended, 5-0, in favor of approval of the rezoning with stipulations.

Action: Motion to approve the rezoning of 300 S. 130th Street from A-1 (Agricultural District) to R-3 (Multi-family Residential) as presented.

Background: The applicant is requesting approval to rezone the eastern portion of 300 S. 130th Street as represented on the included site plan, from A-1 (Agricultural District) to R-3 (Multi-family Residential District). The property in question is located west of Kansas Highway 7 and south of the Interstate 70 exit ramp to Speaker Road.

The Future Land Use Map indicates this area is reserved for Mixed-Use; Residential and Commercial.

Discussion: A Public Hearing was held by the Planning Commission on September 19, 2023. The staff report to the Planning Commission, site plan, and meeting minutes of the public hearing are attached.

The Planning Commission recommends, unanimously, that the property be rezoned as requested, subject to the following 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. The 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.
4. A preliminary and final plat adhering to the requirements of the Bonner Springs Subdivision Regulations 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.

Financial Impact:

City of
Bonner Springs
Agenda Item Cover Sheet

Agenda Item No. 4

BSRZ-01-23

Topic: PUBLIC HEARING – Request for Rezoning - BSRZ-01-23 - Consider a request for approval of a zoning change from A-1 (Agricultural District) to the zoning category of R-3 (Multi-family Residential District) for the eastern portion of 300 S. 130th Street as indicated on the provided and included site plan.

Narrative:

The property at 300 S. 130th Street has had no large-scale development occur on the property in the past, it was the former site of a single-family residence many years ago. The Future Land Use Map indicates this area reserved for Mixed-Use; Residential and Commercial.

The property lacks utilities and would require the extension of services, including but not limited to sanitary sewer, water, electricity, natural gas, interior roadways, etc. Any necessary agreements will be put in place regarding extension of these services; they will need to work with City Staff, neighboring property owner(s), KDOT and others to accomplish their goal.

Discussions have occurred between the developer and city staff regarding sanitary sewer service and how this must be accomplished as well as the potential traffic impact. The developers are being required to complete a Traffic Impact Study/Analysis that shall be reviewed and approved by the City Engineer and KDOT.

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 A-1 (Agricultural District) to R-3 (Multi-family Residential) as indicated upon the provided site rendering(s).

Attachments:

Staff Report (5pgs)

Current zoning areas (included within staff's report)

Site rendering (2pgs)

REQUEST FOR APPROVAL OF A ZONING CHANGE FROM A-1 (AGRICULTURAL DISTRICT) TO THE ZONING CATEGORY OF R-3 (MULTI-FAMILY RESIDENTIAL) FOR THE EASTERN PORTION OF 300 S. 130TH STREET.

MEETING DATE: September 19, 2023
REPORT WRITTEN: September 10, 2023
APPLICATION #: BSRZ-01-23

APPLICANT:
Cornerstone-Bonner Springs K-7 Partners, LP
209 S. 19th Street, Suite 100
Omaha, NE 68102

ENGINEER
BHC
7101 College Boulevard, Suite 400
Overland Park, KS 66210

REQUEST:

- The applicant is requesting approval to rezone the eastern portion of 300 S. 130th Street as represented on the included site plan, from A-1(Agricultural District) to R-3(Multi-family Residential District). The property in question is located west of Kansas Highway 7 and south of the Interstate 70 exit ramp to Speaker Road.

COMPREHENSIVE PLAN/FUTURE LAND USE MAP:

- The Future Land Use Map currently designates this property as Mixed Use.

SURROUNDING ZONING:

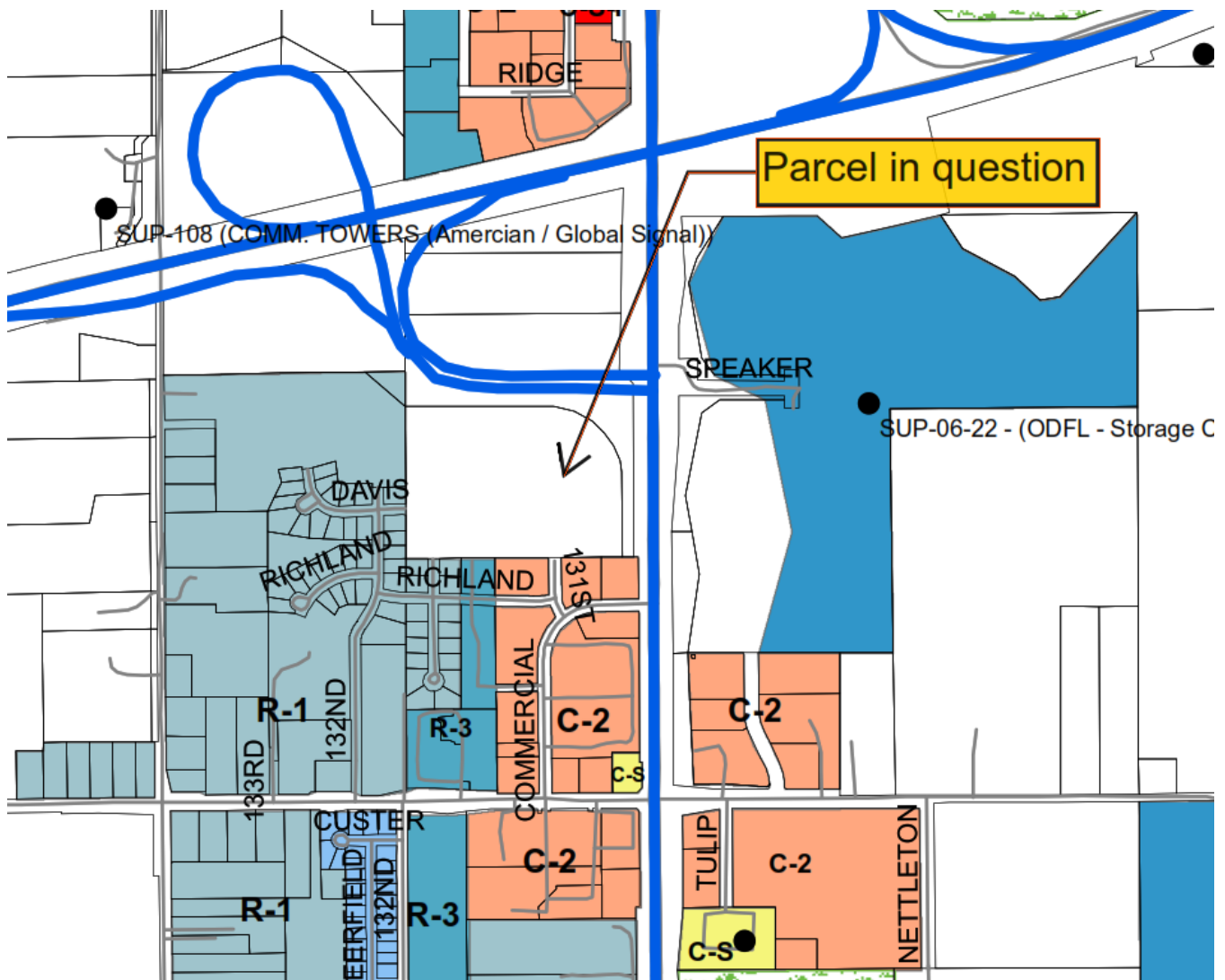
- North KDOT right of way
- South C-2 (General Business District)
- East KDOT right of way, A-1, I-1 (Agricultural and Light Industrial)
Agricultural zoning will more than likely change to C-2 (General Business)
- West the west half of the parcel will remain as A-1 for the time being, west of that is R-1 (Single Family Residential)

BACKGROUND:
The property at 300 S. 130th Street has had no large-scale development occur on the property in the past, it was the former site of a single-family residence many years ago. The Future Land Use Map indicates this area reserved for Mixed-Use; Residential and Commercial.

The property lacks utilities and would require the extension of services, including but not limited to sanitary sewer, water, electricity, natural gas, interior roadways, etc. Any necessary agreements will be put in place regarding extension of these services; they will need to work with City Staff, neighboring property owner(s), KDOT and others to accomplish their goal.

Discussions have occurred between the developer and city staff regarding sanitary sewer service and how this must be accomplished as well as the potential traffic impact. The developers are being required to complete a Traffic Impact Study/Analysis that shall be reviewed and approved by the City Engineer and KDOT.

THE CURRENT ZONING CONFIGURATION:



REZONING:

According to Article XXV, Section 1 of the Bonner Springs Zoning Regulations and the *Golden* case, the factors to be used in determining approval or denial of an application for rezoning are as follows:

CHARACTER OF THE IMMEDIATE AREA –

The area surrounding the subject property is a mix of uses, from single family residences to the west, to commercial uses and existing multi-family units directly to the south of the parcel in question.

To the east is Kansas Highway 7 and the associated right of way, further to the east is the Old Dominion Freight Lines facility with soon to be commercial frontage along K-7.

Located directly south of the property in question are commercial uses and commercial zoning along with multi-family uses and zoning

To the west of the parcel are single family homes on traditional sized residential lots with single family residential zoning.

Directly north is vacant land that is owned and operated by KDOT and includes right of way for the on and off ramps of Interstate 70.



THE ZONING AND USES OF THE PROPERTY NEARBY –

- NORTH - vacant land – KDOT right of way
- SOUTH - C-2 (General Commercial)
- EAST - A-1 (Agricultural) the proposed rezoning does not extend to the far eastern edge of the property in question but is indicated as ending roughly 250 feet west of S.131st Street
- WEST- KDOT right of way for Kansas Highway 7

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

The property is currently vacant, the Future Land Use Map reflects a residential/commercial use with no existing plans for development. With the lack of past development interest, the property has remained zoned as A-1 (Agricultural District). Bonner Springs has envisioned this area as an additional commercial and residential hub but the lack of city utilities in the area greatly diminishes this possibility without significant investments in infrastructure. Traffic will be one major concern; a Traffic Impact Study/Analysis is being required of the developer. The intersection at Commercial Drive and Kansas Highway 7 is constructed as a right-in/right-out intersection allowing individuals to exit from and enter into the south bound lanes of K-7. While the zoning indicates the property is agricultural, the property is not actively farmed or used for those purposes.

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

With existing multi-family, commercial and single-family uses within close proximity, it is difficult to determine if the rezoning of this parcel to R-3(Multi-family Residential) will prove detrimental. With properties within the immediate area being a mix of residential and commercial uses, the requested use would align with other current in the area zoning. The increase in traffic will be one of the most significant impacts to the surrounding area.

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

The subject property has not seen development occur upon it to date and 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

By removing the current zoning from the property and replacing it with multi-family residential there is little, to no gain, to the public health, safety and welfare. If the zoning change were not approved there could potentially be a financial hardship placed upon the current property owner, as this is one of few prospective developments of the parcel since being vacated.

RECOMMENDATION OF PROFESSIONAL STAFF-

Staff would recommend approval of the requested rezoning of 300 S. 130th Street from A-1 (Agricultural) to R-3 (Multi-family Residential) as indicated on the provided site renderings.

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 district is 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. The requested zoning conforms to the Comprehensive Plan by providing residential living within close proximity of commercial uses.

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. Such nonresidential uses are intended to provide services primarily to residents of the surrounding area and placed in locations with a design character that blends into the district and the neighborhood. If a Mixed Use-Residential component is proposed, it must be designed in a manner to promote pedestrian activity through a system of interconnected streets and varied streetscapes that also provide safe and efficient movement of vehicular traffic. This category promotes a variety of high-density residential land uses including a variety of commercial and mixed use-residential/commercial land uses if approved by the City; and would be limited to townhouse, condominium, and multifamily apartment dwellings. They would be designated M-U districts. They should be reviewed for land use compatibility against the City’s core Guiding Principles and Neighborhood Design Policies, and the Multifamily Design Guidelines for any multifamily developments proposed within mixed use districts (Reference Appendix B). Additional uses including live-work, and limited retail commercial stores are permitted in this category under strict architectural and land use controls.

In contrast the Comprehensive Plan states:

MULTI-FAMILY RESIDENTIAL DISTRICT (R-3):

Multi-Family 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 create a transition between Two-Family Residential District (R-2) and Commercial District development patterns. 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. Multi-Family 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.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission approve the requested zoning change for 300 S. 130th Street from A-1 (Agricultural District) to R-3 (Multi-family Residential) as indicated on the provided site plan. Staff would further recommend the following if the request is approved by the Commission.

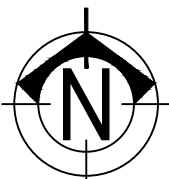
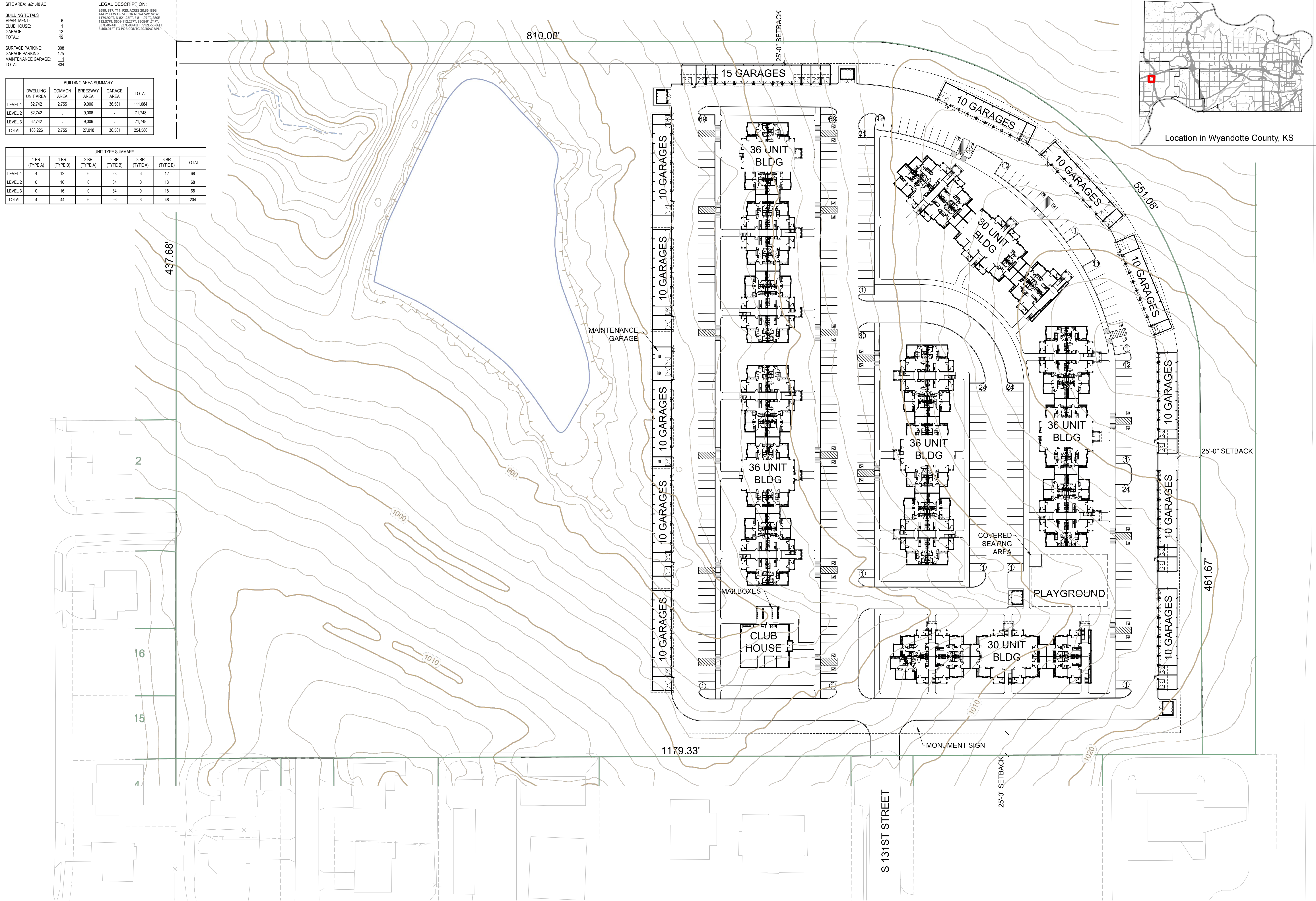
1. A Traffic Impact Study/Analysis shall be conducted by the applicant and submitted to the City, KDOT and others for review and approval prior to final approval of the project.
2. A Storm Water Management Study shall be prepared and provided to the City for review and approval prior to commencement of the project.
3. 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.
4. A preliminary and final plat adhering to the requirements of the Bonner Springs Subdivision Regulations 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

This item will move to the Governing Body if approved. The request will be presented at the October 9th, 2023 regular meeting.

SITE AREA: ±21.40 AC		LEGAL DESCRIPTION:	
BUILDING TOTALS		9599, 517, 711, R23, ACRES 20.36, REG	
APARTMENT: 6		144.21FT W OF SE COR NE1/4 SW1/4 W/	
CLUB HOUSE: 1		117.932FT, & N21.25FT, & E1.07FT, S80	
GARAGE: 12		112.37FT, S50E112.27FT, S50E121.34FT	
TOTAL: 19		S37E-86.41FT, S27E-88.43FT, S12E-66.80	
SURFACE PARKING: 308		S 460.01FT TO POB CONTG 20.36AC M/	
GARAGE PARKING: 125			
MAINTENANCE GARAGE: 1			
TOTAL: 434			

	BUILDING AREA SUMMARY				
	DWELLING UNIT AREA	COMMON AREA	BREEZWAY AREA	GARAGE AREA	TOTAL
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LEVEL 3	62,742	-	9,006	-	71,748
TOTAL	188,226	2,755	27,018	36,581	254,580

	UNIT TYPE SUMMARY						
	1 BR (TYPE A)	1 BR (TYPE B)	2 BR (TYPE A)	2 BR (TYPE B)	3 BR (TYPE A)	3 BR (TYPE B)	TOTAL
LEVEL 1	4	12	6	28	6	12	68
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TOTAL	4	44	6	96	6	48	204

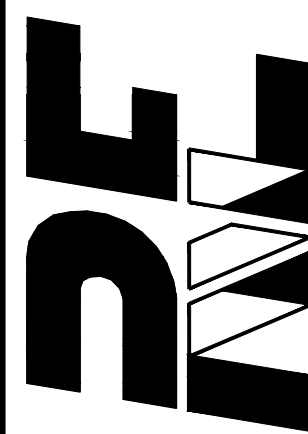


SITE PLAN
SCALE: 1/40" = 1'-0"

**PROGRESS
PRINT
(NOT FOR
CONSTRUCTION)**

CORNERSTONE APARTMENTS
BONNER SPRINGS, KANSAS

ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS
2443 South 156th Circle
Omaha, NE 68130-2512
(402) 330-8287 Fax: (402) 330-8331
email: RWEArchitects@RWEArchitects.com



Issue Date: Month dd, yyyy

Revisions to the drawing set

No.	Date	Description
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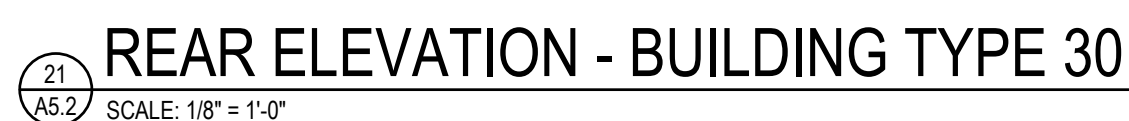
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MINUTES – 9.19.23 – DRAFT
BONNER SPRINGS PLANNING COMMISSION MEETING
Tuesday, September 19, 2023 – Regular Meeting – 7:00 p.m.

1. Meeting **CALLED TO ORDER** by Vice-chair Clark at 7:11 p.m.

ROLL CALL

Planning Commissioners Present: Lloyd Mesmer; Larry Clark; Paul Zeps; Sherri Neff; Jason Cruse
Absent – Greg Gebauer; Vince Bombardier; Nick Perica
Quorum Established
Staff Present: Mark Lee, Community Development Director

2. **CONSENT AGENDA**

Item #2 – Approval of Minutes of August 15, 2023 Planning Commission meeting

Vice-chair Clark introduced the Consent Agenda Item #2. Commissioners were awarded time to comment or ask questions.

Motion to **APPROVE** the Consent Agenda was made by Commissioner Mesmer and seconded by Commissioner Zeps.

Vice-chair Clark called for a vote.

AYE – Mesmer, Zeps, Clark, Neff; Cruse

NAY – None

MOTION PASSED 5 – 0

3. **UNFINISHED BUSINESS**

None

NEW BUSINESS

4. **PUBLIC HEARING – Request for Rezoning - BSRZ-01-23 - Consider a request** for approval of a zoning change from A-1 (Agricultural District) to the zoning category of R-3 (Multi-family Residential District) for the eastern portion of 300 S. 130th Street as indicated on the provided and included site plan.

Vice-Chair Clark called for the Staff's report.

Staff explained the site location, the current use of the property – vacant and the request that was being presented. Staff read the following from their prepared report:

The property at 300 S. 130th Street has had no large-scale development occur on the property in the past, it was the former site of a single-family residence many years ago. The Future Land Use Map indicates this area reserved for Mixed-Use; Residential and Commercial.

The property lacks utilities and would require the extension of services, including but not limited to sanitary sewer, water, electricity, natural gas, interior roadways, etc. Any necessary agreements will be put in place regarding extension of these services; they will need to work with City Staff, neighboring property owner(s), KDOT and others to accomplish their goal.

Discussions have occurred between the developer and city staff regarding sanitary sewer service and how this must be accomplished as well as the potential traffic impact. The developers are being required to complete a Traffic Impact Study/Analysis that shall be reviewed and approved by the City Engineer and KDOT.

Vice-chair Clark called for a MOTION to open the Public Hearing.

Commissioner Zeps made a motion to **OPEN** the Public Hearing, Commissioner Neff **SECONDED**, the hearing was opened at 7:16pm.

Vice-chair Clark asked if there were any members of the public wishing to speak in favor of the item.

Being none; Vice-chair Clark asked if there were any members of the public that wished to speak in opposition of the item.

Bradley Landers – stated his number one concern was traffic and how it entered and exited the area. He further spoke about the current issues involving traffic congestion at the intersection of Commercial Drive and Kansas Avenue. He stated that the school system would be negatively affected because of the number of apartments that are proposed or under construction currently. Another concern he expressed was about public safety and what this might do to our Fire and Police Departments. He concluded his statement by reiterating his concern over the potential for traffic congestion.

Paul Reese – Mr. Reese stated he had some questions, the first was regarding the Traffic Impact Study and what intersections and streets it would address. Staff stated that the major intersections and streets are being taken into consideration along with pedestrian elements. He asked about the timeline that these items would be delivered and addressed, staff stated that even if the item were to pass this evening, it would not be able to reach final approval until all of the listed stipulations were met, including; review and approval of the Traffic Impact Study. Mr. Reese had questions regarding which part of the property, or was the entire property being rezoned to R-3. Staff indicated that via the renderings that had been submitted and the information provided in the packets, the area to be rezoned was the eastern side of the property. Mr. Reese asked if the developers were interested in the entire parcel or if their intent was only the eastern section. Staff stated that it was his understanding that they are interested in the entire parcel but do understand the need for less intense development abutting single family residential. Mr. Reese asked that if the developers own the entire parcel, is it easier for them to rezone it. Staff stated no, that is not the case, as the developer is not the current owner of the property, they must have the property owners sign the application stating they give the developer the rights to request rezoning, etc. He then asked is there any reason the Commission would decide to build multi-family versus single family in that area. Commissioner Zeps stated that is outside of the Commission's purview and would most likely be a financial matter on the developers end.

Ron Johnson – stated he is against the zoning change.

Amy Reese – stated that they have apartments in their neighborhood already, there are also apartments located across the interstate, they are currently building some behind Feldman's, there are some proposed in downtown; she asked if there was a reason why. She further stated that apartments don't have to pay property taxes, staff stated that yes, in fact they do have to pay property taxes. It may not be the residents of said units but the developers or owners of them do. Commissioner Zeps discussed briefly the Golden Rules and how those must be utilized in rezoning cases. Mrs. Reese asked if the goal was to turn all of the areas around intersections into apartments. Staff stated that as a Planner, these are typically the areas that

do contain multi-family residential due to the nature of the area. It is a less desirable area to construct new single-family homes next to major interstates, highways or major intersections. Not only for ingress and egress reasons but for a multitude of other factors. Staff stated that with density come lots of other good things; shopping and dining opportunities as an example. Staff further explained that we currently have many, many vacant single-family lots available that are not being built on, partially due to costs. Staff used Cedar Ridge as an example, some building has taken place within the past year, but there are still vacant lots, that have been for many years, along with multiple other phases of that housing development that did not move forward because of the housing market.

Commissioner Mesmer spoke on the fact of why apartment buildings are being constructed today, it is that the vast majority of individuals today cannot afford a \$300,000 home. He spoke of the home in which he lives in currently that was bought for a modest price and is worth almost 20 times what he paid for it originally.

Staff explained the units being constructed north of Feldman's are technically considered townhomes, they will be three bedroom, two story units with attached garages and joined side-by-side and not stacked like typical apartments. Staff further explained that it was their understanding that it is always cheaper to go up than out and you provide multiple residences by going up. Staff further explained the cost of infrastructure associated with this project will be a significant investment within the community as well. Staff discussed the reasoning behind rezoning and what is taken into account when they are considered. Staff spoke of the amount of multi-family projects being constructed, not only in Bonner Springs but the entire Kansas City Metro area. Staff spoke of the availability of these residents to walk to certain commercial entities nearby and not rely on a vehicle necessarily. Mrs. Reese asked "like what", staff responded with Price Chopper, Wal-Mart, McDonalds and other establishments close by. The response to that was "we are not Olathe", staff stated no we are not and never will be without things like this occurring, not that we necessarily want to be, but that we need to grow in order to sustain ourselves as a City.

Commissioner Zeps spoke to the fact that almost every item that is approved by the Planning Commission is only a recommendation and those recommendations then proceed to the Governing Body to be voted either up or down.

Mrs. Reese spoke to the fact that once the rezoning is recommended for approval and approved, it is a done deal and any developer then could come in and construct multi-family dwellings and that this is the public's turn to voice the opinion.

Robin Simpson (representing her parents)— She referred to the Golden Rules, specifically the Relative gain to the public's health, safety and welfare vs. the hardship imposed upon the individual and that she was concerned about it being unclear. Stating that the property has been with the same owners for an extended amount of time, is denying this rezoning actually creating a hardship upon the owners by not being able to sell. She felt as though a hardship would not be imposed upon the owners. She further asked about the detrimental effects of the surrounding properties and referred to staff's report by stating, 'it is difficult to determine if the rezoning of this parcel will prove detrimental'— The statement in staff's report reads as follows - *"With existing multi-family, commercial and single-family uses within close proximity, it is difficult to determine if the rezoning of this parcel to R-3(Multi-family Residential) will prove detrimental."* She asked how can we expect individuals in this area to make a determination if they are comfortable with this if they do not know what will happen to their property values. She felt as though in looking at the criteria that they were not specified enough to make the public feel comfortable about the rezoning of the property.

Commissioner Zeps stated he felt as though the statements had been made that there is general opposition to any R-3 type of structures being constructed in this area, and that the conflict being faced regarding the seven Golden Factors is the rights, well-being, economic damage to the current land owner sitting on 20-25 acres that is currently zoned in a way that nothing can happen with it, except farming. Versus the damage development may cause to existing owners in the area.

Ms. Simpson asked why are they not farming it? Commissioner Zeps stated this is something that the Commission cannot address. Ms. Simpson asked if they were really experiencing a detriment because they are choosing not to farm it, and isn't that on them to use it in the manner it is zoned; Commissioner Cruse stated yes that is on them. She further stated then that in her opinion they were not actually experiencing a detriment they just don't want to farm it. Staff stated, the hardship would come in the manner of the marketing that they have undertaken throughout the years and how no offers have been made on the property they are attempting to sell and this would in fact create a hardship on the owners.

Staff stated there was more to the comment made about a detrimental effect to the neighboring properties – *"With properties within the immediate area being a mix of residential and commercial uses, the requested use would align with other current in the area zoning."* And that staff's report does go on to state that an increase in traffic will be one of the main factors.

Commissioner Zeps stated then the main issue is that no form of R-3 zoning would be acceptable to those residents within close proximity. Ms. Simpson stated she felt that statement was correct and felt that any R-3 zoning would be something the public is not comfortable with given the fact that it is undetermined how it will affect property values.

Ron Johnson – made the statement that it he read into staff's report that "we have no idea what it is going to do to your property value". Then stated staff had made the statement that "this is less desirable"; staff corrected this comment by stating what they had said was "this area is less desirable for single-family home construction because of the location." He wanted to strongly urge individuals to drive around the Piper area and see what those townhomes have turned into.

Vice-Chair Clark asked if there were any other comments; being none he asked if there were any further questions of staff. Being none; Vice-Chair Clark called for a motion to close the Public Hearing.

Commissioner Zeps made a motion to **CLOSE** the Public Hearing, Commissioner Mesmer **SECONDED**. The hearing was **CLOSED** at 7:51pm. Vice-Chair Clark asked if there was any discussion amongst the Board.

Commissioner Zeps stated, he felt as though what we are looking at is the rights of the land owner to develop it in any manner versus the desires of the surrounding property owner. Commissioner Mesmer stated he felt individuals needed to understand that the City did not initiate this request and that in fact a developer came forward to the City with a plan that they wanted to implement. It is the Commissions job to see if it fits within the regulations that have been previously approved along with the Comprehensive Plan. Commissioner Zeps asked staff what it was indicated as on the Future Land Use Map, staff stated it was indicated as Mixed-Use which also includes multi-family housing along with commercial uses. Commissioner Zeps asked if R-3 zoning fits within the current Future Land Use Map as adopted by the Governing Body, staff stated yes it does. He further stated that the "rulebook" as approved the Governing Body allows for that use.

Commissioner Mesmer made a motion to **APPROVE** the requested zoning change with staff's stipulations. Commissioner Neff **SECONDED**.

Vice-chair Clark called for a Roll Call vote.

AYE – Mesmer, Neff, Zeps, Cruse and Clark

NAY – None

MOTION PASSED 5-0

6. Agenda Item #6 – Open Agenda

None at this time

7. Agenda Item # 7 – Community Development Directors Report

Currently there are no agenda items for the October meeting

November will see a request for variance (BZA) from the allowed accessory building size in the R-1 Zoning District

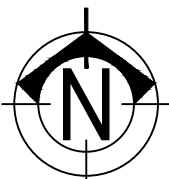
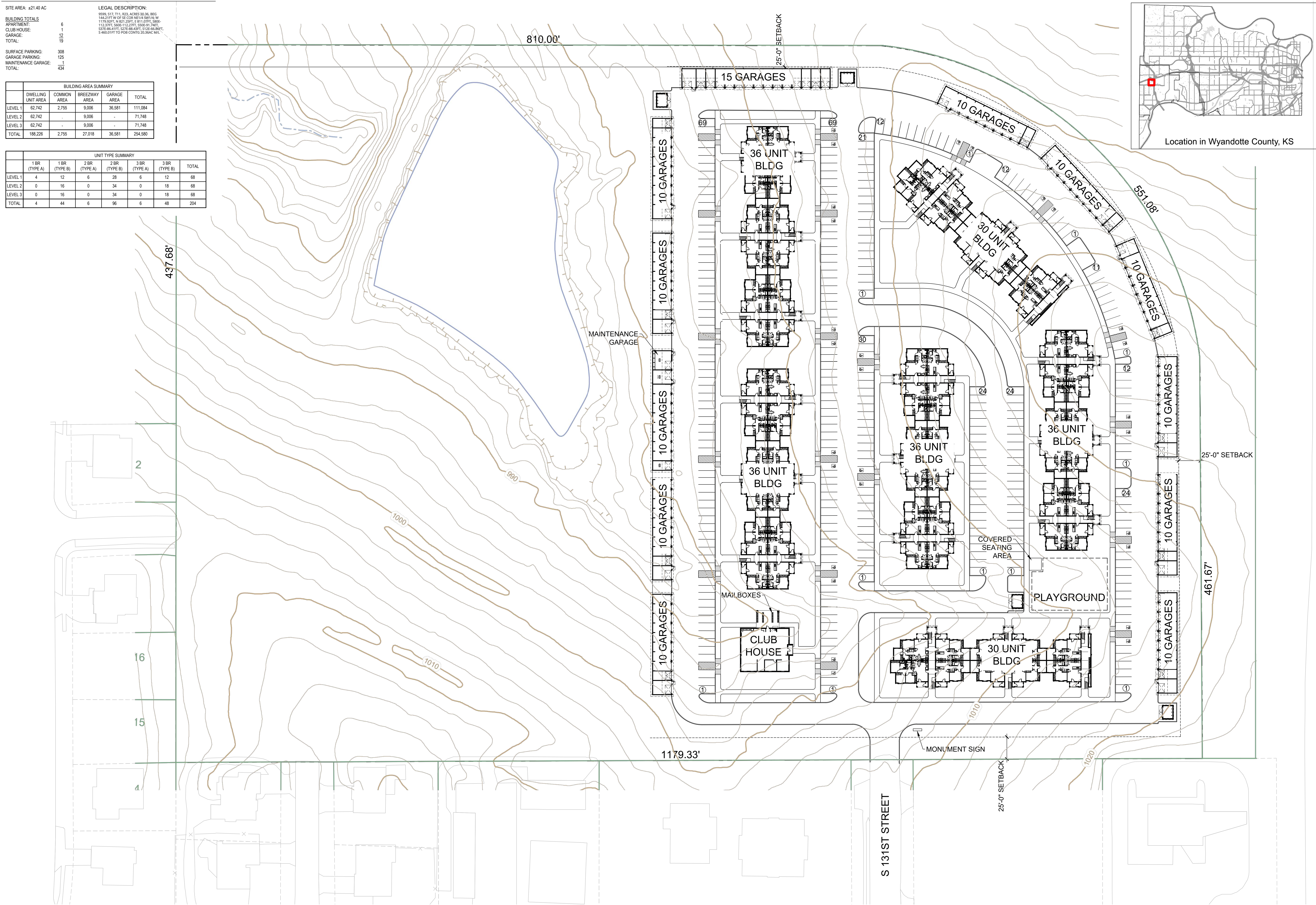
Vice-chair Clark adjourned the meeting at 7:57pm.

DRAFT

SITE AREA: ±21.40 AC		LEGAL DESCRIPTION:	
BUILDING TOTALS		9599, 517, 711, R23, ACRES 20.36, REG	
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TOTAL: 434			

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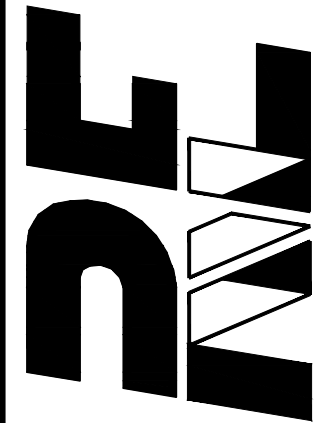


SITE PLAN
SCALE: 1/40" = 1'-0"

**PROGRESS
PRINT
(NOT FOR
CONSTRUCTION)**

CORNERSTONE APARTMENTS
BONNER SPRINGS, KANSAS

ROBERT W. ENGEL AND ASSOCIATES, ARCHITECTS
2443 South 156th Circle
Omaha, NE 68130-2512
(402) 330-8287 Fax: (402) 330-8331
email: RWEArchitects@RWEArchitects.com



Issue Date: Month dd, yyyy

Revisions to the drawing set

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ORDINANCE NO. _____

An Ordinance to Amend the Zoning Classification on the Official Zoning Map from a A-1, Agricultural Zoning District to a R-3, Multi-Family Residential Zoning District For BSRZ-01-23 for 300 S. 130th 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 Zoning classification on the Official Zoning Map be amended for the following described land being a part of the Southwest Quarter of Section 17, Township 11 South, Range 23 East of the Sixth Principal Meridian in the City of Bonner Springs, Wyandotte County, Kansas, said Tract as surveyed by William C. Anderson, LS-1527, with BHC, KS CLS 175, being more particularly described by metes and bounds as follows:

(Note: For course orientation the bearings in this description are based on the East line of said Southwest Quarter having a bearing of South 01° 38' 09" East, referenced to Kansas State Plane Coordinate System, North Zone, NAD83.)

COMMENCING at the Center Section corner of said Section 17, monumented by a found 1.5-inch aluminum disk in monument box; Thence South 01° 38' 09" East, 1319.80 feet, on the East line of the Southwest Quarter of said Section 17, to its intersection with the Easterly prolongation of the South line of a tract of land as described by Kansas Warranty Deed recorded December 22, 2006 in Book 5319, Page 347; Thence South 88° 06' 02" West, 144.21 feet, on said Easterly prolongation and on said South line, to the POINT OF BEGINNING of said Tract herein described, monumented by a found 1/2-inch reinforcing rod with a 2-inch aluminum cap stamped "KS CLS 2", said point being on the West Right-of-Way line for the interchange between Kansas Highway 7 and US Interstate 70 as described by General Warranty Deed recorded December 7, 2011 as Document number 2011R-15072, said point also being on the North line of TIBLOW CENTRE, a subdivision of land recorded March 2, 1987 in Book 35, Page 77; Thence South 88° 06' 02" West, 675.00 feet, departing said West Right-of-Way line and continuing on said South line, to a point monumented by a set 1/2-inch reinforcing rod with cap stamped "KS CLS 175", said point being on the North line of said TIBLOW CENTRE; Thence North 01° 53' 58" West, 821.64 feet, departing said South line, to a point on the South Right-of-Way line for the interchange between Kansas Highway 7 and US Interstate 70 as described by said General Warranty Deed, monumented by a set 1/2-inch reinforcing rod with cap stamped "KS CLS 175"; Thence North 88° 13' 25" East, 251.28 feet, on said South Right-of-Way line, to a found 1/2-inch reinforcing rod with a 2-inch aluminum cap stamped "KS CLS 2"; Thence North 89° 21' 37" East, 52.85 feet, continuing on said South Right-of-Way line, to a found 1/2-inch reinforcing rod with a 2-inch aluminum cap stamped "KS CLS 2"; Thence South 79° 55' 27" East, 112.37 feet, continuing on said South Right-of-Way line, to a found 1/2-inch reinforcing rod with a 2-inch aluminum cap stamped "KS CLS 2"; Thence South 60° 26' 38" East, 112.27 feet, continuing on said South Right-of-Way line, to the West Right-of-Way line for the interchange between Kansas Highway 7 and US Interstate 70 as described by said General Warranty Deed, monumented by a found 1/2-inch reinforcing rod with a 2-inch aluminum cap stamped "KS CLS 2; Thence South 49° 54' 29" East, 91.74 feet, on said West Right-of-Way line, to a found 1/2-inch reinforcing rod with a 2-inch aluminum cap stamped "KS CLS 2; Thence South 36° 48' 51" East, 86.41 feet, continuing on said West Right-of-Way line, to a found 1/2-inch reinforcing rod with a 2-inch aluminum cap stamped "KS CLS 2; Thence South 27° 18' 04" East, 88.43 feet, continuing on said West Right-of-Way line, to a found 1/2-inch reinforcing rod with a 2-inch aluminum cap stamped "KS CLS 2; Thence South 12° 10' 32" East, 66.85 feet, continuing on said West Right-of-Way line, to a found 1/2-inch reinforcing rod with a 2-inch aluminum cap stamped "KS CLS 2; Thence South 01° 36' 38" East, 460.15 feet, continuing on said West Right-of-Way line, to the POINT OF BEGINNING, said Tract containing 518,844 square feet or 11.9110 acres.

Be rezoned from a **A-1, Agricultural Zoning District** to an **R-3, Multi-Family Residential Zoning District** classification under BSRZ-01-23 for 300 S. 130th Street.

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

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. 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.

4. A preliminary and final plat adhering to the requirements of the Bonner Springs Subdivision Regulations 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 City Planner shall amend the Official Zoning Map to reflect the changes approved under BSRZ-01-23.

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 October _____, 2023.

Jeff Harrington, Mayor

ATTEST:

Christina Brake, City Clerk

(SEAL)

Memorandum

Date: October 23, 2023
To: Mayor and City Council
From: Frank Abart

Subject: Highway 32/Kump Avenue Paving Project - Solicit Bids

Recommendation: Staff recommends approval.

Action: Make a motion to authorize the public works department to advertise and solicit bids for the Hwy 32/Kump Paving Project.

Background: On April 10, 2023, the City Council approved an Agreement with KDOT for funding and support to improve surface paving on Hwy 32/Kump Avenue from approximately Nettleton Avenue to the City Limits. This Agreement is through a KDOT program called CCLIP (City Connecting Link Improvement Project). The City's obligations in the Agreement include the cost of developing approved design plans, bidding of the project, formal project award, and cost of construction inspection services.

Discussion: The design work has been completed and approved by KDOT and the project is ready to move forward for advertising and formal bid solicitation. The schedule for this process is to advertise and solicit bids in 2023. The bid award will be scheduled for January, 2024. The work is expected to take place in the spring/summer of 2024.

Financial Impact: The project Agreement with KDOT provides a cost allocation of 90% KDOT and 10% City up to a maximum of \$400,000. All costs over the \$400,000 threshold are the responsibility of the City. The estimated cost of the construction component of the project at this time is \$620,000.

Funding for the City share is anticipated to come from the 2024 Street Projects Budget.

Memorandum

Date: October 23, 2023
To: Mayor and City Council
From: Frank Abart

Subject: Kansas Avenue Culvert Project - Solicit Bids

Recommendation: Staff recommends approval.

Action: Make a motion to authorize the public works department to solicit formal bids for the Kansas Avenue Culvert Project.

Background: In 2022, the Public Works Department noticed deterioration in the culverts under Kansas Avenue, west of 134th Street. Engineering consultation, followed by council approval, led to the decision for the replacement of the faulty sections with concrete box culvert construction. On November 28, 2022, Council approved the replacement project and easement acquisitions to move forward with the placement of a concrete box culvert solution.

However, supply chain issues made it impossible to meet the proposed summer construction deadline. Expecting full road closure and in an effort to mitigate issues related to school traffic, staff reviewed alternative timelines and methods for the project. During the 2023 review, a decision was made to pursue an alternative solution, Slip-Lining, previously employed by KDOT on major roads (including K7). It involves inserting an approved culvert inside the current structure with sealant/grouting and other protections.

Discussion: The engineering process has been discussed with KDOT and seems to be a better alternative, given its unique suitability for our situation. The benefits include:

- Minimal disruption: The process doesn't require a complete road closure, just occasional inconveniences typical of construction projects.
- Weather: This type of work can be performed at any time in the year with fewer weather constraints.

Financial Impact: The Department plans to finalize the bidding process by January 2024. Initial cost estimates for the project stand at \$360,000, although the definitive cost will be clear upon receipt of bids.

This undertaking is fully funded by local resources. While the cost may not be lower than the traditional concrete/steel solution, the chosen method promises greater convenience and minimal disruption.

Memorandum

Date: October 23, 2023
To: Mayor and City Council
From: Amber Vogan

Subject: Ordinance Approving a Franchise Agreement with Midco

Recommendation: Staff recommends approval

Action: Make a motion to adopt an ordinance approving a franchise agreement contract with Midcontinent Communications (Midco) as presented

Background: Franchise agreements are negotiated contracts between the city and a private service provider, granting the provider the right to serve customers in the city's jurisdiction and utilize the city's rights-of-way for their infrastructure installations. The agreement is an initial five-year term which will automatically renew for two additional one-year terms unless either party notifies of the intent to terminate the contract.

The City attorney has reviewed the contract.

Discussion:

Financial Impact: The franchise fee for this agreement is the standard 5% of gross receipts . The Franchise agreement is effective for an initial five (5) year term with automatic renewal for two additional one (1) year terms. The City may elect to increase the fee subject to the maximum limitations in K.S.A. 12-2001.

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO MIDCONTINENT COMMUNICATIONS, A SOUTH DAKOTA GENERAL PARTNERSHIP, A CONTRACT FRANCHISE FOR THE PROVISION OF TELECOMMUNICATIONS SERVICES IN THE CITY OF BONNER SPRINGS, KANSAS AND PRESCRIBING THE TERMS OF THE CONTRACT FRANCHISE.

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

SECTION 1. DEFINITIONS.

For the purposes of this Ordinance the following words and phrases shall have the stated meaning. When not inconsistent within the context, words used in the present tense include the future tense and words in the single number include the plural number. The word “shall” is always mandatory, and not merely directory.

- a. **“Access line”** shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office-based switching arrangement where all stations served by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer’s premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.
- b. **“Access line count”** means the number of access lines serving consumers within the corporate boundaries of the City on the last day of each month.
- c. **“Access Line Fee”** means a fee determined by the City, up to a maximum as set out in K.S.A. 12-2001(c)(2), and amendments thereto, to be used by Grantee in calculating the amount of Access line remittance.
- d. **“Access line remittance”** means the amount to be paid by Grantee to City, the total of which is calculated by multiplying the Access line fee, as determined in the City, by the number of Access lines served by Grantee within the City for each month in that calendar quarter.
- e. **“City”** means the City of Bonner Springs, Kansas, a municipal corporation.
- f. **“Contract franchise”** means this Ordinance granting the right, privilege, and franchise to Grantee to provide Telecommunications Services within the City.

- g. **“Facilities”** means telephone and telecommunication lines, conduits, manholes, ducts, wires, cables, pipes, poles, towers, vaults, appliances, optic fiber, and all equipment used to provide telecommunication services.
- h. **“Grantee”** means MIDCONTINENT COMMUNICATIONS, an electing carrier and telecommunications service provider providing local exchange service and/or operating Facilities within the City. References to Grantee shall also include, as appropriate, any and all successors and assigns.
- i. **“Gross Receipts”** shall have that meaning ascribed to it at K.S.A. 12-2001(c)(6), and amendments thereto.
- j. **“Local exchange service”** means local switched telecommunications service within any local exchange service area approved by the State Corporation Commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.
- k. **“Public Improvement”** shall mean any existing or contemplated public facility, public building, or capital improvement project, including but not limited to streets, alleys, sidewalks, sewers, water lines, drainage, Right of Way improvements, or other Public Projects.
- l. **“Public Project”** shall mean any project planned or undertaken by the City, or by any other governmental entity, for the construction, reconstruction, maintenance, or repair of Public Improvements or other public facilities, or for any purpose of a public nature.
- m. **“Public Right-of-Way”** means only the area of real property in which the City has a dedicated or acquired Right-of-Way interest in the real property. It shall include the area on, below or above the present and future streets, alleys, avenues, roads, highways, parkways or boulevards dedicated or acquired as Right-of-Way. The term does not include the airwaves above a Right-of-Way with regard to wireless telecommunications or other non-wire telecommunications or broadcast service, easements obtained by utilities or private easements in platted subdivisions or tracts.
- n. **“Telecommunications local exchange service provider”** shall have that meaning ascribed to it at K.S.A. 12-2001(c)(8), and amendments thereto.
- m. **“Telecommunication Services”** shall mean the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the Facilities or means employed.

SECTION 2. GRANT OF FRANCHISE CONTRACT.

- a. Subject to the provisions of K.S.A. 12-2001 and amendments thereto, there is hereby granted to Grantee this nonexclusive Contract franchise to provide telecommunications services to the consumers or recipients of such service located within the corporate boundaries of the City, for the term of this Contract franchise, subject to the terms and conditions of this Contract franchise.
- b. The grant of this Contract franchise by the City shall not convey title, equitable or legal, in the Public right-of-way. This Contract franchise does not:

- (1) Grant the right to use Facilities or any other property, telecommunications related or otherwise, owned or controlled by the City or a third-party, without the consent of such party;
 - (2) Grant the authority to construct, maintain or operate any Facility or related appurtenance on property owned by the City outside of the Public right-of-way, specifically including, but not limited to, parkland property, City Hall property or public works facility property; or,
 - (3) Excuse Grantee from obtaining appropriate access or attachment agreements before locating its Facilities on property or facilities owned or controlled by the City or a third-party.
- c. As a condition of this grant, Grantee is required to obtain and is responsible for any necessary permit, license, certification, grant, registration, or any other authorization required by any appropriate governmental entity, including, but not limited to, the City, the FCC, and the Kansas Corporation Commission (KCC). Grantee shall also comply with all applicable laws, statutes, and City ordinances (including, but not limited to those relating to the construction and use of the Public Right-of-Way or other public property).
 - d. Grantee shall not provide any additional services for which a franchise is required by the City without first obtaining a separate franchise from the City or amending this Franchise Contract, and Grantee shall not knowingly allow the use of its Facilities by any third party in violation of any federal, state, or local law. This Contract does not provide Grantee the right to provide cable service as a cable operator (as defined by 47 U.S.C. § 522 (5)) within the City. Grantee agrees that this Contract does not permit it to operate an open video system without payment of fees permitted by 47 U.S.C. § 573(c)(2)(B) and without complying with FCC regulations promulgated pursuant to 47 U.S.C. § 573.
 - e. Access to the Public Right-of-Way shall be granted in a competitively neutral and nondiscriminatory basis and not in conflict with state or federal law.

SECTION 3. USE OF PUBLIC RIGHT-OF-WAY. In using the Public Rights of Way, the Company shall be subject to all ordinances, resolutions, rules, regulations, and policies now or hereafter adopted or promulgated by the City in the reasonable exercise of its police powers and shall be subject to all applicable laws, statutes, ordinances, regulations, orders, and rules adopted or promulgated by any governing body now or hereafter having jurisdiction. In addition, the Company shall be subject to all ordinances, resolutions, rules, regulations, and policies now or hereafter adopted or promulgated by the City relating to the use of the Public Rights of Way, including but not limited to permits, sidewalk and pavement cuts, utility location, construction coordination, "Complete Streets" policies, beautification, tree care, and other requirements affecting the use of the Public Rights of Way. The Company shall also comply with the following:

- a. The Company's use of the Public Rights of Way shall in all matters be subject and subordinate to the City's use of the Public Rights of Way for any public purpose or for any purpose relating to the health, safety, and welfare of the City. The Company shall coordinate the placement of its Facilities in a manner that minimizes adverse impact on Public Improvements as reasonably determined by the City. Where placement is not otherwise regulated, the Facilities shall be placed with adequate clearance from such Public Improvements so as not to affect or be affected by such Public Improvements.

- b. To the extent that the Company uses above-ground markers, antennas, or support structures related to its use of the Public Rights of Way for the placement of its Facilities, the Company agrees that it will seek City approval and comply with all City requirements before placing any such markers, antennas, or support structures and that said markers, antennas, and support structures shall be unobtrusive.
- c. All earth, materials, sidewalks, paving, crossings, utilities, Public Improvements, or improvements of any kind that are injured, damaged, or removed by the Company while engaging in any activity under this Franchise Contract shall be fully repaired or replaced to their original condition within a reasonable time by the Company at its sole cost and expense and to the reasonable satisfaction of the City.
- d. The Company shall keep and maintain accurate records and as-built drawings depicting the accurate location of all Facilities constructed, reconstructed, located, or relocated in the Public Rights of Way after the date hereof and shall provide that information to the City upon its written request. Where such information is available electronically, upon written request of the City the Company agrees to provide such information in an electronic format. Such location and identification shall be at the sole cost and expense of the Company, without any such cost or expense to the City.

The City agrees to use any information obtained under this subsection only to locate Facilities in connection with Public Projects and further agrees not to disclose such information to anyone other than City employees and its authorized agents requiring such information to locate Facilities in connection with Public Projects, except as may otherwise be required by law. The City and the Company agree that such information is confidential and proprietary. The City and the Company also agree that such information shall remain the sole property of the Company. The City and the Company further agree that such information shall not constitute an open public record as that term is defined by the Kansas Open Records Act of 1984, codified as amended at K.S.A. 45-215 et seq. In the event that the City shall be required to disclose such information, the City shall provide the Company advance notice of its intended disclosure of such information and shall take such action as may be reasonably required to cooperate with the Company in safeguarding such information.

The Company agrees to indemnify and to hold the City harmless from any and all penalties or costs, including attorneys' fees, arising out of the actions of the Company or of the City at the written request of the Company, in seeking to safeguard the confidentiality of information provided to the City by the Company under this section.

In the event that such information is required by law to be publicly disclosed, then the Company shall have no further obligation under this section to provide the City with such information.

Except in cases of emergency or routine maintenance, a minimum of forty-eight (48) hours prior to construction, reconstruction, location, or relocation of any Facilities in a Public Right of Way, the Company shall submit to the Department of Public Works for approval, plans and specifications related to the proposed construction, reconstruction, location, or relocation. The City shall not unreasonably withhold, delay, or condition approval of said plans and specifications. The City's review of the plans and specifications shall be confined to matters affecting the interests of the City.

- e. Except in cases of emergency, the Company shall notify the City not less than twenty-eight (28) days in advance of any construction, reconstruction, repair, location, or relocation of Facilities that would require any street closure or that would reduce the traffic flow to less than two lanes of moving traffic. The City shall follow its policies in the approval or denial of such authority, neither of which shall be unreasonably withheld, conditioned, or delayed. Except in cases of emergency, no such closure shall take place without the prior authorization of the City.

In addition, all work performed in the traveled Public Rights of Way that, in any way, affects vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected. For all work performed in the traveled Public Rights of Way, the Company shall comply with the Manual for Uniform Traffic Control Devices (MUTCD) and the City's regulations, rules, and orders regarding the placement of signs, barricades, and other safeguards, copies of which shall, upon written request, be made available to the Company, its employees, agents, or contractors.

- f. As reasonably necessary, the Company shall relocate or adjust any of its Facilities located in a Right of Way for a Public Project with no less than ninety (90) days prior written notice from the City. Such relocation or adjustment shall be performed by the Company, at its sole cost and expense, without any cost or expense to the City and shall be subject specifically to the rules and regulations of the City.
- g. It shall be the sole responsibility of the Company to take adequate measures to protect and to defend its Facilities in the Public Rights of Way from harm and damage. If the Company fails to accurately or timely locate its Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act of 1993, codified as amended at K.S.A. 66-1801 et seq., then the Company has no claim for costs or damages against the City or its authorized agents and contractors or any other party authorized to be in the Public Rights of Way, except to the extent that such harm or damage is caused by any such party's reckless or intentional conduct. The City agrees to take reasonable precautionary measures, including but not limited to calling for utility locations and observing marker posts, when working near the Company's Facilities.
- h. All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the facilities in the Public Rights of Way shall be followed at all times work is performed in the Public Rights of Way. Additionally, all work performed in the Public Rights of Way shall be in compliance with all applicable federal, state, and local laws and regulations in effect at the time any such work is performed.
- i. The City shall have the authority to prohibit the Company's use or occupation of a specific portion of any Public Right of Way that is environmentally sensitive, as defined by federal, state, or local law or regulation, or that lies within a previously designated historic district, as defined by federal, state, or local law.
- j. Grantee shall participate in the Kansas One Call utility location program.

SECTION 4. COMPENSATION TO THE CITY.

- a. In consideration of this Franchise Contract, Grantee agrees to remit to the City a franchise fee of 5% of Gross Receipts. To determine the franchise fee, Grantee shall calculate the Gross Receipts and multiply such receipts by 5%. Thereafter, subject to subsection (b) hereafter, compensation for each calendar year of the remaining term of this Franchise Contract shall continue to be based on a sum equal to 5% of Gross Receipts, unless the City notifies Grantee prior to ninety days (90) before the end of the calendar year that it intends to switch to an Access line fee in the following calendar year; provided, such Access line fee shall not exceed \$2.00 per Access line per month. In the event the City elects to change its basis of compensation, nothing herein precludes the City from switching its basis of compensation back; provided the City notifies Grantee prior to ninety days (90) before the end of the calendar year.
- b. The City, subject to the public notification procedures set forth in K.S.A. 12-2001 (m), and amendments thereto, may elect to adopt an increased Access Line Fee or Gross Receipts Fee subject to the provisions and maximum fee limitations contained in K.S.A. 12-2001, and amendments thereto, or may choose to decline all or any portion of any increase in the Access line fee.
- c. Grantee shall pay on a monthly basis without requirement for invoice or reminder from the City, and within 45 days of the last day of the month for which the payment applies franchise fees due and payable to the City. If any franchise fee, or any portion thereof, is not postmarked or delivered on or before the due date, interest thereon shall accrue from the due date until received, at the applicable statutory interest rate.
- d. Upon written request by the City, but no more than once per quarter, Grantee shall submit to the City either a 9K2 (gross receipts) or 9KN (access lines) statement showing the manner in which the franchise fee was calculated.
- e. No acceptance by the City of any franchise fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any franchise fee payment be construed as a release of any claim of the City. Any dispute concerning the amount due under this Section shall be resolved in the manner set forth in K.S.A. 12-2001, and amendments thereto. Subject to any limitations of Kansas Statute, Grantee's payment obligations shall survive the expiration or termination of this Contract franchise.
- f. Unless previously paid, within sixty (60) days of the effective date of this Franchise Contract, Grantee shall pay to the City a one-time application fee of one thousand Dollars (\$1,000). The parties agree that such fee reimburses the City for its reasonable, actual, and verifiable costs of reviewing and approving this Franchise Contract.
- g. The franchise fee required herein pursuant to K.S.A. 12-2001(j), shall be in addition to, not in lieu of, all taxes, charges, assessments, licenses, fees and impositions otherwise applicable that are or may be imposed by the City under K.S.A. 12-2001 and K.S.A. 17-1902, as amended. The franchise fee is compensation for use of the Public right-of-way and shall in no way be deemed a tax of any kind.
- h. Grantee shall remit an access line (franchise) fee or gross receipts (franchise) fee to the City on those access lines that have been resold to another telecommunications local exchange service provider, but in such case the City shall not collect a franchise fee from the reseller service provider and shall not require the reseller service provider to enter into a franchise contract ordinance. Such Access line (franchise) fee or Gross Receipts

(franchise) fee shall be in the same amount or percentage as the franchise fee set forth in subsection 4 a. hereinabove.

SECTION 5. ACCESS TO INFORMATION.

- a. The City shall have the right to examine, upon written notice to Grantee, those records necessary to verify the correctness of the franchise fees paid by Grantee. The Grantee, in determining the amount of Gross Receipts subject to the Franchise Fee, agrees to use commercially reasonable efforts to ensure the accuracy of its records and submissions. In the event and to the extent that the accounting submitted to the City is found to be incorrect, due to the Grantee's failure to use commercially reasonable efforts, then payment shall be made on the corrected amount, it being agreed that the City may accept any amount offered by the Grantee, but the acceptance thereof shall not be deemed a settlement, compromise, or accord and satisfaction, if the amount in dispute is later determined to be incorrect.
- b. Grantee agrees that all its books, records, documents, contracts, and agreements, as may reasonably be necessary for an effective audit under this Ordinance, shall, upon reasonable notice being given by the City, be opened to the City, including its duly authorized agents, auditors, and employees, for inspection and examination for the purposes of verifying the Grantee's accounting. The City shall bear the costs of any such audit; unless, however, the audit discloses that the Grantee owes the City money and has failed to use commercially reasonable efforts in rendering its accounting. In that case, the Grantee shall be responsible to the City for the reasonable costs of the audit. Notwithstanding the foregoing, the Grantee shall continue to have the right to require from the City reasonable protection of proprietary information.

SECTION 6. LOCATION OF UNDERGROUND FACILITIES AND EQUIPMENT.

Grantee's facilities and equipment shall be placed underground as required by City ordinances. Where underground construction is made, the Facilities, appurtenances, and improvements thereto, and any necessary trenching, shall be installed, maintained, or provided by the Grantee in accordance with City ordinances and at the Grantee's sole cost and expense.

SECTION 7. NO AUTHORITY.

This Franchise Contract does not grant the Grantee the right or the authority to use the Public Right-of-Way for any other purpose than the provision of Telecommunications Services. If the Grantee wishes to use the Public Right-of-Way for any other purpose, it shall first negotiate and enter into a separate Franchise Contract or other agreement with the City. If the Grantee wishes to use the Public Right-of-Way for any other purpose than the provision of Telecommunications Services, the City agrees, upon the written request of the Grantee, to commence negotiations in good faith with the Grantee within thirty (30) days of the Grantee's written request.

SECTION 8. INDEMNITY AND HOLD HARMLESS.

- a. Grantee shall be responsible for taking adequate measures to protect and defend its Facilities in the Public Right-of-Way from harm or damage. If Grantee fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 et seq., Grantee shall have no claim for costs or damages against the City and its authorized contractors unless such parties are

responsible for the harm or damage by its negligence or intentional conduct. The City and its authorized contractors shall be responsible for taking reasonable precautionary measures, including calling for utility locations and observing marker posts when working near Grantee's Facilities.

- b. Grantee shall indemnify and hold the City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability, and suits of any kind and nature, including personal or bodily injury (including death), property damage, or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Grantee, any agent, officer, director, representative, employee, affiliate or subcontractor of Grantee, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public Right-of-Way.
- c. The indemnity provided by this subsection does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Grantee and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of this state without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Grantee and does not create or grant any rights, contractual or otherwise, to any other person or entity.
- d. Grantee or City shall promptly advise the other in writing of any known claim or demand against either party related to or arising out of Grantee's or the City's activities in the Public Right-of-Way.

SECTION 9. INSURANCE REQUIREMENT AND PERFORMANCE BOND

- a. During the term of this Franchise Contract, Grantee shall carry and maintain insurance coverage at its sole expense, with insurers rated at least A-VII by AM Best and that are eligible to do business in the state of Kansas. Grantee shall provide the following insurance:
 - (1) Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.
 - (2) Commercial general liability, written on Insurance Services Office (ISO) policy form CG 00 01 or its equivalent, including coverage for contractual liability and products completed operations liability on an occurrence basis and not a claims made basis, with a limit of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from Grantee's operations under this Franchise Contract.
- b. As an alternative to the requirements of subsection (a), Grantee may demonstrate to the satisfaction of the City that it is self-insured and as such Grantee has the ability to provide

coverage in an amount not less than one millions dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in aggregate, to protect the City from and against all claims by any person whatsoever for loss or damage from personal injury, bodily injury, death or property damage occasioned by Grantee, or alleged to so have been caused, in whole or in part, by Grantee or occurred as respects this Contract franchise.

- c. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a certificate of insurance on an ACORD form or evidence of self-insurance evidencing that the above insurance is in force and will not be cancelled or non-renewed, or modified with respect to areas and entities covered without first giving the City thirty (30) days prior written notice. Grantee further will give the City not less than 30 days written notice of any modification of any required insurance policy.
- d. Grantee shall, as a material condition of this Contract franchise, prior to the commencement of any work and prior to any renewal thereof, deliver to the City a performance bond in the amount of Ten Thousand Dollars (\$10,000), payable to the City to ensure the appropriate and timely performance in the construction and maintenance of Facilities located in the Public right-of-way. The required performance bond must be issued by a surety company authorized to transact business in the state of Kansas and satisfactory to the City Attorney in form and substance.
- e. As of the date of this Contract franchise, Grantee anticipates a limited scope of work, which is described in **Exhibit A**, attached. If Grantee later expands the scope of work, then the City, at its reasonable discretion, upon thirty (30) days prior notice, may require Grantee to increase the amount of the performance bond or letter of credit. Such increase shall not exceed a total of \$50,000.

SECTION 10. REVOCATION AND TERMINATION.

- a. In case of failure on the part of Grantee to comply with any of the provisions of this Franchise Contract, or if Grantee should do or cause to be done any act or thing prohibited by or in violation of the terms of this Franchise Contract, then the Grantee shall forfeit all rights, privileges and franchise granted herein, and all such rights, privileges, and franchise hereunder shall cease, terminate, and become null and void, and this Franchise Contract shall be deemed revoked or terminated, provided that said revocation or termination shall not take effect until the City has completed the following procedures:
 - (1) Before the City proceeds to revoke and terminate this Contract franchise, it shall first serve a written notice upon Grantee, setting forth in detail the neglect or failure complained of, and Grantee shall have thirty (30) days thereafter in which to comply with the conditions and requirements of this Contract franchise;
 - (2) If at the end of such thirty (30) day period the City deems that the conditions have not been complied with, the City shall take action to revoke and terminate this Contract franchise by an affirmative vote of the Governing Body present at the meeting and voting, setting out the grounds upon which this Contract franchise is to be revoked and terminated; provided, to afford Grantee due process, Grantee

shall first be provided reasonable notice of the date, time and location of the Governing Body's consideration, and shall have the right to address the Governing Body regarding such matter;

- (3) Upon any determination by the City Council to revoke and terminate this Contract franchise, Grantee shall have thirty (30) days to appeal such decision to the District Court of Wyandotte County, Kansas. This Contract franchise shall be deemed revoked and terminated at the end of this thirty (30) day period, unless Grantee has instituted such an appeal. If Grantee does timely institute such an appeal, such revocation and termination shall remain pending and subject to the court's final judgment. Provided, however, that the failure of Grantee to comply with any of the provisions of this Contract franchise or the doing or causing to be done by Grantee of anything prohibited by or in violation of the terms of this Contract franchise shall not be a ground for the revocation or termination thereof when such act or omission on the part of Grantee is due to any cause or delay beyond the control of Grantee or to bona fide legal proceedings.
- a. Nothing herein shall prevent the City or Grantee from invoking any other remedy that may otherwise exist at law.

SECTION 11. RESERVATION OF RIGHTS.

- a. The City specifically reserves its right and authority as a customer of Grantee and as a public entity with responsibilities towards its citizens, to participate to the full extent allowed by law in proceedings concerning Grantee's rates and services to ensure the rendering of efficient Telecommunications service and any other services at reasonable rates, and the maintenance of Grantee's property in good repair.
- b. In granting its consent hereunder, the City does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, its Home Rule powers under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- c. In granting its consent hereunder, Grantee does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Kansas as the same may be amended, or under the Constitution of the State of Kansas, nor any of its rights and powers under or by virtue of present or future ordinances of the City.
- d. In entering into this Franchise Contract, neither the City's nor Grantee's present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the Franchise Contract, neither the City nor Grantee waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or Grantee may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of any present or future laws, non-franchise ordinances (e.g. the City's Right-of-Way ordinance referenced in Section 3(c) of this Franchise Contract), and/or rulings.

SECTION 12. FAILURE TO ENFORCE.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of any one or more of the terms or provisions of this Franchise Contract shall not be

construed as a waiver or relinquishment for the future of any such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment shall be deemed to have been made by the City or the Grantee unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 13. TERM AND TERMINATION DATE.

- a. This Franchise Contract shall be effective for an initial term of five (5) years term from the effective date of this Franchise Contract. Thereafter, this Contract franchise will renew for two (2) additional one (1) year terms, unless either party notifies the other party of its intent to terminate the Contract franchise at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this Contract franchise and not as a new franchise or amendment. Upon written request of either the City or Grantee, this Contract franchise shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Contract franchise granted to Grantee or the compensation to be received by the City hereunder.
- b. Upon written request of either the City or Grantee, this Franchise Contract shall be renegotiated at any time in accordance with the requirements of state law upon any of the following events: changes in federal, state, or local laws, regulations, or orders that materially affect any rights or obligations of either the City or Grantee, including but not limited to the scope of the Franchise Contract granted to Grantee or the compensation to be received by the City hereunder.
- c. If any clause, sentence, section, or provision of K.S.A. 12-2001, et seq., and amendments thereto, shall be held to be invalid by a court or administrative agency of competent jurisdiction, provided such order is not stayed, either the City or Grantee may elect to terminate the entire Franchise Contract. In the event of such invalidity, if Grantee is required by law to enter into a Franchise Contract with the City, the parties agree to act in good faith in promptly negotiating a new Franchise Contract.
- d. Amendments under this Section, if any, shall be made by franchise contract ordinance as prescribed by statute. This Franchise Contract shall remain in effect according to its terms, pending completion of any review or renegotiation provided by this section.
- e. In the event the parties are actively negotiating in good faith a new contract franchise ordinance or an amendment to this Franchise Contract upon the termination date of this Franchise Contract, the parties by written mutual agreement may extend the termination date of this Franchise Contract to allow for further negotiations. Such extension period shall be deemed a continuation of this Franchise Contract and not as a new franchise contract ordinance or amendment.

SECTION 14. POINT OF CONTACT AND NOTICES

Grantee shall maintain with the City a local point of contact who shall be available at all times to act on behalf of Grantee in the event of an emergency. Grantee shall provide the City with said local contact's name, address, telephone number, fax number and e-mail address. Emergency notice by Grantee to the City may be made by telephone to the City Clerk or the Public Works

Director. All other notices between the parties shall be in writing and shall be made by personal delivery, depositing such notice in the U.S. Mail, Certified Mail, return receipt requested. Any notice served by U.S. Mail or Certified Mail, return receipt requested, shall be deemed delivered seven (7) calendar days after the date of such deposit in the U.S. Mail unless otherwise provided. "Business day" for purposes of this section shall mean Monday through Friday, City and/or Grantee observed holidays excepted.

The City:

City of Bonner Springs
200 E 3rd St
Bonner Springs, KS 66012
Attn: City Clerk
913-667-1716
cityclerk@bonnersprings.org

Grantee:

Midcontinent Communications Name
3901 N Louise Ave
Sioux Falls, SD 57107
Attn: Legal-Regulatory
800-888-1300
notices@midco.com

or to replacement addresses that may be later designed in writing.

SECTION 15. TRANSFER AND ASSIGNMENT.

This Contract franchise is granted solely to Grantee and shall not be transferred or assigned without the prior written approval of the City; provided that such transfer or assignment may occur without written consent of the City to: a wholly owned parent or subsidiary; between wholly owned subsidiaries; or, to an entity with which Grantee is under common ownership or control, upon written notice to the City.

SECTION 16. CONFIDENTIALITY.

Information provided to the City under K.S.A. 12-2001 shall be governed by confidentiality procedures in compliance with K.S.A. 45-215 and 66-1220a, et seq., and amendments thereto. Grantee agrees to indemnify and hold the City harmless from any and all penalties or costs, including attorney's fees, arising from the actions of Grantee, or of the City at the written request of Grantee, in seeking to safeguard the confidentiality of information provided by Grantee to the City under this Franchise Contract.

SECTION 17. ACCEPTANCE OF TERMS.

Grantee shall have sixty (60) days after the final passage and approval of this Contract franchise to file with the City Clerk its acceptance in writing of the provisions, terms and conditions of this Contract franchise, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted (the "Effective Date"), this Contract franchise and acceptance shall constitute a contract between the City and Grantee subject to the provisions of the laws of the State of Kansas.

SECTION 18. PUBLICATION COSTS.

In accordance with statute, Grantee shall be responsible for payment of all costs and expense of publishing this Franchise Contract, and any amendments thereof.

SECTION 19. NON-WAIVER.

The failure of either the City or the Grantee to insist in any one or more instances upon the strict performance of one or more of the terms or provisions of this Franchise Contract shall not be construed as a waiver or relinquishment of any right in the future to enforce such term or provision, and the same shall continue in full force and effect. No waiver or relinquishment of any term or provision of this Franchise Contract shall be deemed to have been made by the City or the Grantee, unless said waiver or relinquishment is in writing and signed by both the City and the Grantee.

SECTION 20. SEVERABILITY.

If any clause, sentence, or section of this Franchise Contract, or any portion thereof, shall be held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remainder, as a whole or any part thereof, other than the part declared invalid; provided, however, the City or Grantee may elect to declare the entire Franchise Contract is invalidated if the portion declared invalid is, in the judgment of the City or Grantee, an essential part of the Franchise Contract.

SECTION 21. FORCE MAJEURE.

Every provision hereof shall be reasonably subject to acts of God, fire, strikes, riots, floods, war, and other disasters or events beyond the reasonable control of the City or the Grantee.

SECTION 22. GOVERNING LAW.

The terms of this Franchise Contract shall be governed by the laws of the State of Kansas.

PASSED by the City Council and APPROVED by the Mayor this 23rd day of October, 2023.

CITY OF BONNER SPRINGS, KANSAS

Jeff Harrington, Mayor

ATTEST:

APPROVED AS TO FORM:

Christina Brake, City Clerk

Danny C. Trent, City Attorney

EXHIBIT “A”

ANTICIPATED SCOPE OF WORK

Minnesota Avenue between N 142nd St and N 141st St
N 142nd Street from Minnesota Avenue to just north of Riverview Ave
N 141st Street from Minnesota Avenue to Sandusky Ave
Sandusky Ave between N 141st St and N 142nd St

City Manager's Update

Date: October 20, 2023

To: Mayor and City Council

General

- **Famer's Market Pavilion Update** – The bid packet for installation of the pavilion is expected to go out the week of the 23rd. We are excited to have this project come out of the ground and ready for the Market opening in 2024!
- **Range 23 Taproom** is opening on Saturday, 10/28! They appreciate your patience as they remodel and prepare to call Bonner Springs another home of theirs. Feel free to stop by to say hello if you see them working away. Let them know how excited we are to have them on Oak Street!
- **Pints for Polio** at The Fuel House hosted by Rotary: Raise your glass to help fight Polio on Thursday, October 26th from 4-8pm! Join us at The Fuel House - Olde Mill Properties for fellowship and fun as we raise money to eradicate polio! Outfield Beer Company is donating \$1 of every beer purchased and Olde Mill Ice Cream is donating 10% of sales to the cause. Plus 50/50 raffle, Quentin's BBQ, Ten & Two Coffee Bar, and tours of the members only section of The Fuel House! Other activities include corn hole, pool table and arcade games.
- **Oktoberfest in Downtown Bonner Springs** - Sat. 10/28: Come downtown for German Food, Pretzels, Brats, and Bier. Several of the downtown shops will be participating in our first Oktoberfest.
- **Downtown Holiday Open House**: The holidays will kick off in Bonner Springs with the annual Holiday Open House Fri. 11/3 - Sat. 11/4! Get your shopping started early by supporting small, hardworking businesses. Local businesses will be showcasing their new merchandise, offering special promotions, and welcoming you to check out the many offerings available to you in Bonner Springs!
- **School Government Day** - On October 24, the third grade will visit Bonner Springs City Hall for a tour and visit about city government. We'll talk about city services and why it's important to stay engaged in our community.

Library

- **Boo Bash at the Bonner Library**: Join us for our 11th Annual Boo Bash on Saturday, October 28th! Play games, listen to "spooky" stories, make a craft, dance to music by DJ Teebonus, and of course, walk through our Spook House! Come and go, anytime between 12 and 2 pm!
- There are several events coming up at the Bonner Springs Library. Please visit the library official website [HERE](#) for more details.

Recreation

- **Jack-O-Lantern Jamboree** – Hosted at the National Agricultural Center and Hall of Fame, will feature hay and train rides, story trail, games, and good ol' family fun. \$10 per car - Saturday, October 28th from 3pm-6pm.
- **Letters to Santa** will start on Monday, November 6th. Participants will have until Monday, December 11th to write Santa a letter and get one in return before Christmas. All letters should be addressed to Santa or North Pole, 200 East 3rd Street, Bonner Springs, KS 66012.
- **Still accepting registration for the upcoming Holiday Lights** Tour on Thursday, November 30th. For just \$25, go explore the best holiday light shows in the area. This senior trip is open to ages 8 and up.
- **Youth Basketball** registration deadline is November 13th! Practice starts late November with games to begin in January.

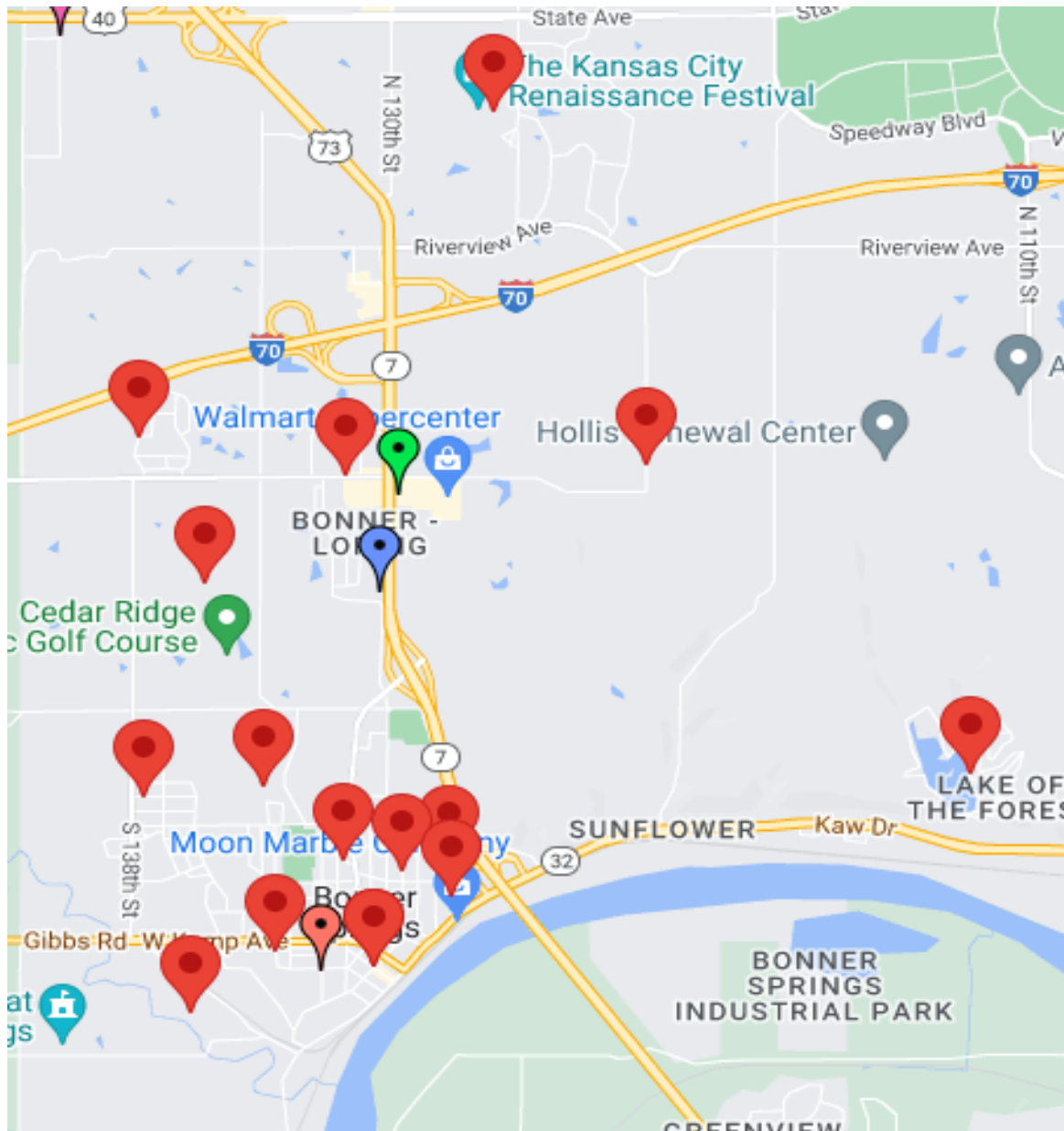
Case No.	Application Date	Project Name	Address	Project Type	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
Pending Planning Projects List																
FDP-02-22	November 15, 2022	APAC	1800 S. 122nd Street	Floodplain Development Permit	PENDING FEMA APPROVAL							Dan Jones, APAC-Kansas, Inc	I-2	NA	1	745+/-
JULY 2023 SUBMITTALS - CUT OFF DATE 7/17 FOR 9/19 PC MEETING																
BSRZ-01-23	July 17, 2023	Cornerstone Apartments	300 S. 130th Street	Rezoning	PENDING			September 19, 2023	APPROVED	October 23, 2023	PENDING	Cornerstone - Bonner Springs K7 Partners, LP	A-1	R-3	1	21.3984
SEPTEMBER 2023 SUBMITTALS - CUT OFF DATE 9/18 FOR 11/21 PC MEETING																
BZA-04-23	September 18, 2023	Brett Lynn	740 Linda Lane	Variance	PENDING	November 21, 2023	PENDING					Brett Lynn	R-1	NA	1	23,156sqft
SUP-05-23	October 2, 2023	14110 Minnesota Billboard	14110 Minnesota	Special Use Permit	PENDING			November 21, 2023	PENDING	December 11, 2023	PENDING	Ad Trend Inc.	I-1	NA	1	1.7

REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 10/2/2023 THRU 10/15/2023

STATUS: OPENED, COMPLETED

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION.....	0
COMMERCIAL REMODEL.....	0
COMMERCIAL ROOF.....	0
DECK.....	2
DRIVEWAY.....	0
DEMOLITION.....	0
ELECTRICAL.....	2
FENCE.....	2
FIREWORKS.....	0
GENERAL INSPECTION.....	0
MECHANICAL.....	1
OPEN FLAME.....	0
PLUMBING.....	2
POOL, ABOVE GROUND.....	0
POOL, IN GROUND.....	0
RESIDENTIAL ACCESSORY STRUCTURE.....	0
RESIDENTIAL MANUFACTURED MOVE-IN.....	0
RESIDENTIAL NEW/ADDITION.....	1
RESIDENTIAL REMODEL.....	1
RESIDENTIAL ROOF.....	1
RIGHT OF WAY.....	1
SIGN.....	0
TENT.....	1
UTILITIES OFF.....	1
=====	
TOTAL NEW PERMITS.....	15
TOTAL ACTIVE PERMITS.....	132



CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

INCIDENT CODE: *-All

USER: mstites

DATES: 10/2/2023 THRU 10/5/2023

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH.....	0.....	11.....	9
GENERAL.....	1.....	114.....	57
INOPERABLE/UNLICENSED/ON-GRASS.....	2.....	145.....	164
OUTSIDE STORAGE.....	1.....	145.....	101
PERMIT CHECK.....	0.....	255.....	0
PROPERTY MAINTENANCE.....	0.....	84.....	41
SIGNS.....	0.....	418.....	0
SNOW & ICE.....	0.....	7.....	0
TALL GRASS/WEEDS.....	4.....	220.....	64
=====			
TOTALS.....	8.....	1399.....	436

Report shows number of locations with multiple violations at many locations; does not include site re-inspections.

