



City of Bonner Springs

KANSAS

Monday, December 20, 2021

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

WORKSHOP MEETING - 7:00 P.M.
REGULAR CITY COUNCIL MEETING - 7:30 p.m.

We will follow safety precautions recommended by the Centers for Disease Control and Prevention, the Kansas Department of Health and Environment, and local health officers. Attendees are strongly encouraged to wear masks and observe proper social distancing.

Page

WORKSHOP - 7:00 P.M.

1. Economic Development Coordinator Position

- Action Consensus to allow staff to move forward with the hiring process for an Economic Development Coordinator.
- Recommendation The City Manager and Assistant City Manager recommend approval.
- Documents:
1. Economic Development Tourism Coordinator

CITY COUNCIL MEETING - 7:30 P.M.

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 November 22, 2021 City Council Meeting

- Action Make a motion to approve the minutes of the November 22, 2021 City Council meeting as presented.
- Recommendation Approval
- Documents:
1. 11222021 CCM Minutes

2. Claims for City Operations

- Action Make a motion to approve the claims for City operations as presented.
- Recommendation Staff recommends approval.
- Documents:
1. SUPPLEMENT #1 CHECK REGISTER
 2. SUPPLEMENT #1 EXPENSE APPROVAL REPORT
 3. UB REFUND CHECK REGISTER
 4. SUPPLEMENT #2 CHECK REGISTER
 5. SUPPLEMENT #2 EXPENSE APPROVAL REPORT
 6. MAIN CHECK REGISTER
 7. MAIN EXPENSE APPROVAL REPORT

3. Write Off Uncollected Accounts

- Action Make a motion to approve the write-off of uncollected utility accounts per Governing Body Policy GB-03-01.
- Recommendation The Finance Director recommends approval.
- Documents:
1. Utility Write Offs - December 2021

4. Resolution to Write Off Uncollected Account Payable Warrants

- Action Make a motion to approve a resolution authorizing the cancellation of certain accounts payable warrants issued.
- Recommendation The Finance Director recommends approval.
- Documents:
1. Outstanding Checks - Sept 21 - Exhibit A
 2. Resolution to write off Aged Outstanding Checks 2021

5. License Renewals - Cereal Malt Beverage

Action	Make a motion to approve the Cereal Malt Beverage license renewals as presented.
Recommendation	Approval
Documents:	
1.	CMB Report

OLD BUSINESS

NEW BUSINESS

1. Public Hearing for 2021 Budget Amendments

Action	This action requires the following actions: 1. Make a motion to open a Public Hearing for the 2021 Budget Amendments beginning at _____p.m. 2. Make a motion to close the Public Hearing at _____p.m.
Recommendation	The City Manager, Public Works Director, and Finance Director recommend approval.
Documents:	
1.	Amended Budget Hearing Notice
2.	Amended Budget Certificate Page

2. Approve 2021 Budget Amendments

Action	Make a motion to approve the 2021 Budget Amendments
Recommendation	The City Manager, Finance Director and Public Works Director recommend approval.
Documents:	
1.	Amended Budget Certificate Page

3. 138th Street Improvement Project - KDOT Funding Agreement

Action	Make a motion to approve, and authorize the Mayor to execute, an agreement with the Kansas Department of Transportation (KDOT) for grant funding for the 138 th Street Improvement Project in the amount of \$3,140,000.
Recommendation	The Public Works Director recommends approval.
Documents:	
1.	N-0739-01 (413-21) 138th St Improvements (Bonner Springs) final

4. BSRZ-02-21 - Request for Rezoning - 546 N. 130th Street - Sandstone Townhomes

Action	Make a motion to approve the ordinance authorizing BSRZ-02-21.
Recommendation	Staff and the Planning Commission recommend approval.
Documents:	
1.	CC memo Rezoning-BSRZ-02-21 - Sandstone Townhomes
2.	1. Planning Commission Complete Agenda Item
3.	REZONING ORDINANCE NO- 546 N. 130th St

5. SUP-05-21; Special Use Permit - 231/233 W. Insley Avenue

Action	Make a motion to approve an ordinance authorizing the Special Use Permit SUP-05-21.
Recommendation	At the November 16, 2021 regular meeting; the Bonner Springs Planning Commission recommended approval by unanimous vote (7-0) of SUP-05-21 for 231 and 233 W. Insley Avenue with the six (6) stipulations listed below. 1) Developer/builder shall be responsible for the construction of sidewalks along West Insley Avenue as indicated in the Future Sidewalks and Trails Master Plan.

- 2) Developer/builder shall be responsible for all fees associated with building permits.
- 3) Special Use Permit shall be valid in perpetuity
- 4) Special Use Permit shall expire when the operation of the approved use is discontinued; and
- 5) Special Use Permit shall not transfer to another person without notification being sent to the Community Development Department or to a different location; and
- 6) Special Use Permit may be revoked by the Governing Body for violation of and/or non-compliance with the Municipal Code of Ordinances of the City of Bonner Springs, Kansas.

Documents:

1. CC memo 12.20.21 Mikes Rentals, LLC SUP
2. 1. Staff Report SUP- Mike's Rentals - 231-233 W. Insley Ave
3. Aerial Image-Zoomed
4. Aerial Image
5. Application
6. Ord. SUP Mikes Rentals, LLC

6. Right-of-Way Use Agreement with the Kansas Secretary of Transportation

Action Make a motion to approve the Right-of-Way Use Agreement with the Kansas Secretary of Transportation for the Welcome and Gateway Signage with unsubstantial changes from City Attorney review, and authorize the Mayor to sign the agreement.

Recommendation The Assistant City Manager recommends approval.

Documents:

1. 1-21-W003 RoW Use Agreement - Gateway Monuments (Bonner Springs) final.v2

7. Sculpture on the Move Program Memorandums of Understanding and Agreement

Action Make a motion to approve the Memorandums of Understanding and Agreement to join the Creative Communities Alliance and participate in the Sculpture on the Move Program and allow the City Manager to sign the agreements.

Recommendation The Assistant City Manager and the Tourism Committee recommend approval.

Documents:

1. CCA Sculpture on the Move Information
2. MEMORANDUM OF UNDERSTANDING-- CCA December 2021
3. Sculpture on the Move MOA December 2021

8. Audit Contract for 2021 and 2022 Fiscal Years

Action Make a motion to approve a two-year contract with GordonCPA to perform audit services for the City for Fiscal Years 2021 and 2022 in the amount of \$18,850 and \$19,420 respectively.

Recommendation The Finance Director recommends approval.

Documents:

1. GordanCPA Proposal

9. OTIS Elevator Service Agreement

Action Make a motion to approve the five-year service agreement with OTIS Elevator Company, and allow the City Manager to sign the agreement.

Recommendation The Assistant City Manager recommends approval.

Documents:

1. OTIS Service Agreement

10. Kansas Fights Addiction Act Resolution

Action Make a motion to adopt a resolution certifying costs for substance abuse and addiction mitigation, and approving the execution an agreement with the Kansas Attorney General.

Recommendation The Assistant City Manager, Police Chief, Fire/EMS Deputy Director, and City Attorney recommend approval.

Documents:

1. KS Fights Addiction Info Sheet
2. KS Fights Addiction Resolution
3. MOU between LKM and AG
4. Exhibit A - Agreement with AG Office
5. Exhibit K - Settlement Participation Form Distributors
6. Exhibit K - Settlement Participation Form Jansen

11. Personnel Policy Amendments

Action Make a motion to approve the Personnel Policy amendments as presented..

Recommendation Approve.

Documents:

1. Personnel Policy - Updated - Dec 2021 - Final

12. COVID Pay

Action Motion to approve a one-time COVID Hazard Payment in the amount up to \$1,000.00 and a one-time COVID Vaccine Incentive up to \$500 for active full-time City employees effective January 1st, 2022.

Recommendation City Manager recommends approval

Documents:

13. Resolution to Approve City Fee Updates for 2022

Action Make a motion to approve a resolution amending the City fee schedule as proposed effective January 1st, 2022.

Recommendation Approval

Documents:

1. Resolution - City Fees 2022
2. City Fees 2022- Proposed

REPORTS

1. City Manager's Report

Action

Recommendation

Documents:

1. City Managers Update 12-17 -2021
2. 12.13.21 Pending Project List
3. Code Enforcement Report

2. City Council Items

Action

Recommendation

Documents:

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Amber Vogan

Subject: Economic Development Coordinator Position

Recommendation: The City Manager and Assistant City Manager recommend approval.

Action: Consensus to allow staff to move forward with the hiring process for an Economic Development Coordinator.

Background: The City has budgeted for this position for the past several years. Now that we have office space available for a new position, staff would like to move forward with the hiring process for a full-time Economic Development Coordinator position.

Discussion: This position will manage the local business retention and expansion efforts, and assist in recruitment, small business assistance, and economic development programs and analysis. They will handle tourism and assist with marketing, promotions, and communications. As part of the tourism duties, this position will coordinate City beautification efforts and lead the Public Art Program. This position will also assist with special events and their planning. This position requires a Bachelor's Degree in Business or Public Administration, and moderate experience in economic development or marketing.

Financial Impact: Half of this position is funded in the 2022 Tourism Budget and half in the 2022 Community and Economic Development Budget. This position is set at a Pay Grade 10: \$46,692.10 – \$66,571.77.

Economic Development Coordinator

Department: Community Development

FLSA Status: Exempt

Grade: 10

General Definition of Work

Under limited supervision, responsible for performing activities related to planning, developing, implementing and evaluating small business and tourism programs that promote and enhance the City of Bonner Springs. Duties include serving as a liaison between business owners and others, recommending and administering budgets; scheduling programs and staff; recommending policies and procedures that affect the local economy, and monitor programs that encourage economic development in the City. Work requires use of independent judgment and discretion

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable an individual with disabilities to perform the essential functions.

Essential Functions

Plans, coordinates, organizes, and supervises economic development programs and events including program development, oversight, promotion, scheduling, staffing and supervision; ensures appropriate equipment and materials are available for the successful operations of assigned program(s).

Develops, plans and manages business retention and expansion efforts and assist in recruitment efforts as needed; responds to industry specific RFPs/RFIs, company site visit planning and execution, available real estate searches, and participating in marketing/networking opportunities.

Design, implement, and monitor the success of economic development programs such as business attraction, small business assistance, commercial revitalization, business retention and marketing key development sites.

Serve as a liaison between property owners, businesses, City staff, and others regarding development projects and programs.

Develops tourism initiatives that build awareness of the City as a tourism destination and increases visitors and overnight stays while building community engagement.

Coordinate City beautification efforts with vendors, artists, and staff and leads the Public Art Program.

Attends and contributes to meetings of various economic development and tourism related functions as a representative of the City.

Foster a thriving small business ecosystem; this includes, but not limited to, outreach and assistance, face-to-face visits, surveying business needs, incentive awareness, and follow-up.

Performs research and analysis and interprets market information regarding a variety of complex data, such as sales tax revenues, employment trends, and development trends; prepares reports and presentations related to projects and initiatives.

Counsel small-business owners on ways to improve profitability and the appropriateness of real estate acquisition.

Represents the City with the public and with outside groups, organizations, and agencies; responds to a wide variety of questions, comments, and/or concerns; resolves related complaints.

Prepares and maintains a variety of records and/or reports related assigned programs, including financial reports that summarize and/or outline incoming and outgoing funds and programming plans.

Assists with special events, including: planning; setting up and tearing down for events; ensuring applicable equipment and supplies are readily available; and/or, performing other related activities.

Publicizes, markets, and promotes programs and events using a variety of media sources; oversees the distribution and/or dissemination of promotional materials; designs and distributes recreation activity calendar of events and other marketing materials.

Conducts talks and presents at civic organization meetings; attends various meetings and conferences to keep abreast of trends and issues within the aquatic and recreational fields.

Performs other duties and activities as assigned.

Knowledge, Skills and Abilities

Economic Development Coordinator

Thorough knowledge of economic development activities, materials, rules, supplies, equipment, event and small business management; working knowledge of and strong skill in mathematics; excellent public relations, supervisory, organizational, verbal and written communication skills; basic knowledge of the organization, functions, and problems of municipal government; considerable knowledge of research methodology and trend analysis; ability to develop, plan, coordinate and manage programs and activities, to understand and anticipate problems, to develop and enforce department policies and procedures, to supervise and to interpret written instructions, reports, maps, manuals and schematics; ability to solve a wide range of intellectual and practical problems; ability to comprehend non-verbal symbolism and the abstract concepts. Excellent interpersonal skills are necessary; ability to establish successful working relationships with entities, employees, City officials, businesses and the public, and use good professional judgment, honesty, and integrity in decision making; ability to multi-task while working in an environment with multiple interruptions, projects and priorities with short deadlines ability to demonstrate leadership, management, and technical skills through effective collaboration, team resources, progressive decision making, and personal responsibility; ability to be committed to the mission, vision, and strategic direction of the City of Bonner Springs; ability to obey and comply with all City ordinances and policies.

Education and Experience

Bachelor's degree in public or business administration, with some finance and marketing coursework, or related field, and moderate experience in economic development or marketing, or equivalent combination of education and experience.

Physical Requirements

This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and reaching with hands and arms and occasionally requires standing, walking, climbing or balancing, tasting or smelling, pushing or pulling, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to outdoor weather conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Valid driver's license.

Last Revised: 11/30/2021

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Christina Brake

Subject: Minutes of the November 22, 2021 City Council Meeting

Recommendation: Approval

Action: Make a motion to approve the minutes of the November 22, 2021 City Council meeting as presented.

Background:

Discussion:

Financial Impact:

City Council Minutes – Regular Meeting – November 22, 2021

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

Councilmembers present: Mayor Harrington, Mackey, Thompson, Wood, Gurley, Stephens, Kipp and Reeves. Councilmember Shannon was absent.

City staff present: Sean Pederson, City Manager; Chris Brake, City Clerk; Tillie LaPlante, Finance Director; Frank Abart, Public Works Director and Chris Jennings, Fire/EMS Director

The Mayor led the Pledge of Allegiance to the Flag of the United States of America and asked Councilmember Thompson to lead the invocation.

Citizen Concerns about Items Not on Today's Agenda – Clifton Boje, 222 Oak St. spoke to the Council about what he believes their role to be in governing.

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. Councilmember Gurley requested Item No. 4 be removed for separate discussion.

1. Minutes of the November 8, 2021 City Council Meeting
2. Claims for City Operations
3. Public Use Request – Candy Cane Christmas and Mayor's Tree Lighting
4. Public Use Request – Holiday Light and Magic Event

Reeves moved and Mackey seconded to approve the consent agenda items 1 through 3 as presented. Unanimous approval.

OLD BUSINESS – None Presented.

NEW BUSINESS –

1. **Consent Agenda Item No. 4 – Public Use Request – Holiday Light and Magic Event** – The owner of Jolt Lighting, LLC was contacted by and received approvals from the Unified Government believing Wyandotte County Park was within their jurisdiction. He was unaware that he needed approvals from Bonner Springs. City staff contacted the owner to advise him of the needed approvals and he was very cooperative in submitting the necessary paperwork. Staff discussed the event with Bonner Springs Police department who had no reservations about the event. Reeves moved and Mackey seconded to approve the Public Use Request for the Holiday Light and Magic event. Unanimous approval.
2. **Approve Notice of Public Hearing and Schedule Public Hearing for 2021 Budget Amendments** – Thompson moved and Stephens seconded to approve the public hearing notice and schedule the public hearing for the 2021 budget amendments. Unanimous approval.
3. **Use of 2021 American Rescue Plan Act (ARPA) Funds for the Water Treatment Plant Project** - Mackey moved and Gurley seconded to approve use of the 2021 ARPA funds received plus interest earned for the payment of a portion of the Water Treatment Plant project. Unanimous approval.
4. **Establish Rates for New Fire/EMS Positions** – Mackey moved and Reeves seconded to approve pay rates for new Fire/EMS positions as presented. Unanimous approval.
5. **Agreement with Kansas Department of Children and Families for Utility Assistance** – Gurley moved and Mackey seconded to enter into an agreement with the Kansas Department of Children and Families to provide water and wastewater assistance payments to the City. Unanimous approval.
6. **City Council Meeting Dates and Holidays for 2022** - Stephens moved and Gurley seconded to approve Option 1, which included Juneteenth, for City Council meeting dates and holidays. Unanimous approval.

REPORTS

Item No. 1: City Manager's Report

- Talked with the unified Government about the GoDotte initiative.
- Discussed the infrastructure bill and its impact on the Water Treatment Plant, meters and water lines
- Wished everyone a Happy Thanksgiving.

Item No. 2: City Council Items

Reeves wished everyone a Happy Thanksgiving

Stephens asked if the ownership situation at 125 Oak Street would impede applying for a grant.

Kipp asked if staff could provide a summary of information about the water plant for Councilmembers to share.

Mackey reminded people to watch President Biden's eloquent speech.

Item No. 3: Mayor's Report

- Invited everyone to attend the Candy Cane Christmas and Mayor's tree Lighting on December 4th.
- The Police department is accepting new coats, hats and mittens for their coat drive.
- Feed His Lambs is in need of peanut butter and jelly over the holidays. Donations can be taken to the United Methodist Church.
- Someone asked the mayor why the dias was so elevated in the Council Room and he wanted to let everyone know it was built to the height of the original stage in the room.

The meeting adjourned at 8:36 p.m.

_____ Christina Brake, City Clerk

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Kim Mosier

Subject: Claims for City Operations

Recommendation: Staff recommends approval.

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

Background: Staff enclosed two supplemental claims for City operations in the amount of \$21,804.70 and \$10,462.16, utility billing refunds in the amount of \$1,235.05, and the regular claims in the amount of \$645,304.37.

Discussion:

Financial Impact:



Bonner Springs, KS

Check Report

By Check Number

Date Range: -

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
0122	BONNER SPGS FIREFIGHTERS ASSC	11/24/2021	Regular	0.00	102.00	147256
7513	HSA BANK	11/24/2021	Regular	0.00	5,894.01	147257
0898	ICMA RETIREMENT CORPORATION	11/24/2021	Regular	0.00	3,165.52	147258
9879	MAINSTREET CREDIT UNION	11/24/2021	Regular	0.00	1,285.00	147259
11784	ANTHONY WHISENANT	11/29/2021	Regular	0.00	150.00	147260
11783	ASHLEY ROBERTS	11/29/2021	Regular	0.00	150.00	147261
7913	AT&T	11/29/2021	Regular	0.00	80.96	147262
6536	BANKCARD PROCESSING CENTER	11/29/2021	Regular	0.00	8,167.12	147263
11040	DEFFENBAUGH INDUSTRIES INC. WM CORP SEF	11/29/2021	Regular	0.00	511.44	147264
10942	EVERGY KANSAS CENTRAL INC FKA WESTAR EN	11/29/2021	Regular	0.00	2,030.66	147265
7636	TIME WARNER CABLE	11/29/2021	Regular	0.00	267.99	147266

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	25	11	0.00	21,804.70
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
	25	11	0.00	21,804.70

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	25	11	0.00	21,804.70
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
	25	11	0.00	21,804.70

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2021	21,804.70
			21,804.70



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Payment Dates 11/24/2021 - 11/29/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11784 - ANTHONY WHISENANT				
7917 SAVAGE DRIVE				
KANSAS CITY, KS 66109-				
ANTHONY WHISENANT	33584214	11/29/2021	REFUND DEPOSIT-SOUTH	150.00
			PARK RENTAL 11/13/2021	
Vendor 11784 - ANTHONY WHISENANT Total:				150.00
Vendor: 11783 - ASHLEY ROBERTS				
20813 W. 52ND STREET				
SHAWNEE, KS 66218-				
ASHLEY ROBERTS	33570187	11/29/2021	REFUND DEPOSIT-SOUTH	150.00
			PARK RENTAL-11/11/2021	
Vendor 11783 - ASHLEY ROBERTS Total:				150.00
Vendor: 7913 - AT&T				
PO BOX 5014				
CAROL STREAM, IL 60197-5014				
AT&T	117079761 NOV 2021	11/29/2021	INTERNET SERVICE 11/10-1/9/2021	80.96
Vendor 7913 - AT&T Total:				80.96
Vendor: 6536 - BANKCARD PROCESSING CENTER				
PO BOX 6818				
CAROL STREAM, IL 60197-6818				
BANKCARD PROCESSING CEN	0001317	11/29/2021	WWTP PRINTER INK	11.99
BANKCARD PROCESSING CEN	0001318	11/29/2021	FOOD FOR LITTLE CHEFS PROGRAM	20.74
BANKCARD PROCESSING CEN	0001318	11/29/2021	REFUND OF TAX FROM HOBBY LOBBY	-4.07
BANKCARD PROCESSING CEN	0001318	11/29/2021	VELCRO FOR HALLOWEEN STORY TRAIL SIGN	29.70
BANKCARD PROCESSING CEN	0001318	11/29/2021	HALLOWEEN STORY TRAIL CANDY	122.72
BANKCARD PROCESSING CEN	0001318	11/29/2021	HALLOWEEN STORY TRAIL CANDY	129.95
BANKCARD PROCESSING CEN	0001318	11/29/2021	ANTI-FREEZE FOR POOL WINTERIZATION	50.40
BANKCARD PROCESSING CEN	0001319	11/29/2021	TRAINING-5 PW STREETS STAFF-SNOW & ICE CONTROL	250.00
BANKCARD PROCESSING CEN	0001319	11/29/2021	KTA TOLL CHARGES-VID #562 TRAINING	3.50
BANKCARD PROCESSING CEN	0001319	11/29/2021	KTA TOLL CHARGES-VID #520 TRAINING	3.50
BANKCARD PROCESSING CEN	0001319	11/29/2021	KTA TOLL CHARGES-VID #562 & 520 TRAINING	7.00
BANKCARD PROCESSING CEN	0001319	11/29/2021	PARTS FOR MAG TANK-SHOP YARD REEVES WIEDMAN	86.43
BANKCARD PROCESSING CEN	0001320	11/29/2021	TV PROGRAMMING HULU	3.03
BANKCARD PROCESSING CEN	0001320	11/29/2021	TV PROGRAMMING HULU	86.67
BANKCARD PROCESSING CEN	0001320	11/29/2021	K-TAG FEES	10.55
BANKCARD PROCESSING CEN	0001320	11/29/2021	MOTOROLA SOLUTIONS-RADIO STRAPS	396.00
BANKCARD PROCESSING CEN	0001322	11/29/2021	HEDRICK TRAINING-LODGING	377.93
BANKCARD PROCESSING CEN	0001322	11/29/2021	ROK BROTHERS ANTENNA	26.03
BANKCARD PROCESSING CEN	0001322	11/29/2021	STOCKYARD DETAILING UNIT 65	100.00
BANKCARD PROCESSING CEN	0001322	11/29/2021	OPTISIGN-LOBBY MONITOR	7.50
BANKCARD PROCESSING CEN	0001323	11/29/2021	STAKES & STRAPS-TREE PLANTING PRO-MENARDS	98.43

Expense Approval Report

Payment Dates: 11/24/2021 - 11/29/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CEN	0001323	11/29/2021	PUMP-WATER GARDEN@ CP	119.03
BANKCARD PROCESSING CEN	0001323	11/29/2021	TREEK STAKES-MENARDS	
BANKCARD PROCESSING CEN	0001323	11/29/2021	STAKING MATERIAL-KS TREE GRANT	216.53
BANKCARD PROCESSING CEN	0001323	11/29/2021	FIRST AID KIT-TRUCK-WALMART	15.88
BANKCARD PROCESSING CEN	0001324	11/29/2021	BUSINESS CARD FOR NEW OFFICERS	52.79
BANKCARD PROCESSING CEN	0001324	11/29/2021	BUS CARDS FOR NEW OFFICERS-VISTAPRINT	80.99
BANKCARD PROCESSING CEN	0001324	11/29/2021	CREDIT FOR LOST ITEMS	-8.99
BANKCARD PROCESSING CEN	0001324	11/29/2021	CREDIT REPORT-PRE HIRING	25.00
BANKCARD PROCESSING CEN	0001324	11/29/2021	CREDIT REPORT-PRE HIRING	25.00
BANKCARD PROCESSING CEN	0001324	11/29/2021	FIREARM CLEANING SUPPLIES -BROWNELLS	5.54
BANKCARD PROCESSING CEN	0001324	11/29/2021	FIREARM CLEANING SUPP-BROWNELLS	252.12
BANKCARD PROCESSING CEN	0001324	11/29/2021	ARMORER REGIST FOR NEW OFFICER-GLOCK	250.00
BANKCARD PROCESSING CEN	0001325	11/29/2021	SC-TICKETS FOR MENOPAUSE THE MUSICAL10/27/21	43.00
BANKCARD PROCESSING CEN	0001325	11/29/2021	SC-TICKETS JONHY AND JUNE 12/29/2021	50.00
BANKCARD PROCESSING CEN	0001326	11/29/2021	PARTS FOR POST HOLE AUGER -MENARDS	12.48
BANKCARD PROCESSING CEN	0001326	11/29/2021	POST FOR GATE OPENER-WWTP	49.99
BANKCARD PROCESSING CEN	0001328	11/29/2021	GOODCENTS SUB TRAY-TRAINING EVENT	128.96
BANKCARD PROCESSING CEN	0001328	11/29/2021	LODGING-TRAINING-MANHATTAN, KS	139.18
BANKCARD PROCESSING CEN	0001328	11/29/2021	INSTRUCTOR RENEWAL-NAEMT	30.00
BANKCARD PROCESSING CEN	0001328	11/29/2021	LUNCH-TRAINING-MANHATTAN, KS	32.52
BANKCARD PROCESSING CEN	0001328	11/29/2021	LUNCH-TRAINING-MANHATTAN, KS-STATE RATE REFUND	9.87
BANKCARD PROCESSING CEN	0001328	11/29/2021	LODGING-TRAINING-MANHATTAN, KS-STATE RATE REFUND	-3.51
BANKCARD PROCESSING CEN	0001328	11/29/2021	BREAKFAST-TRAINING-MANHATTAN, KS	16.42
BANKCARD PROCESSING CEN	0001328	11/29/2021	LODGING-TRAINING-MANHATTAN, KS-REFUND TAX	-32.75
BANKCARD PROCESSING CEN	0001328	11/29/2021	MONTHLY CAR WASHES-GO CAR WASH	26.99
BANKCARD PROCESSING CEN	0001328	11/29/2021	LG TV & MOUNT	789.98
BANKCARD PROCESSING CEN	0001328	11/29/2021	ADOBE-MONTHLY CHARGE	15.99
BANKCARD PROCESSING CEN	0001328	11/29/2021	COFFEE- 6LBS FIRE DEPT COFFEE	191.98
BANKCARD PROCESSING CEN	0001328	11/29/2021	UNIFORM	48.00
BANKCARD PROCESSING CEN	0001328	11/29/2021	UNIFORM	327.00
BANKCARD PROCESSING CEN	0001328	11/29/2021	RADIO HOLSTER & STRAP-H6 HOMELAND	140.15
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	25.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	SMALL ACCESS WRISTBANDS-INTELL ID	34.99
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	35.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	45.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	15.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	HEADBANDS FOR WALKING CHALLENGE	138.00

Expense Approval Report

Payment Dates: 11/24/2021 - 11/29/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CEN	0001334	11/29/2021	MEMBERSHIP FEE-INT CODE COUNCIL	145.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	LODGING FOR KACE CONFERENCE	214.26
BANKCARD PROCESSING CEN	0001334	11/29/2021	INTN CODE COUNCIL-REFUND MEMBERSHIP FEE	-145.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	KS ASSOC OF CODE ENFORCEMENT	270.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	15.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	VISTA PRINT-BUISNESS CARDS	44.99
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	115.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	10.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	MUNICIPAL COURT FAX LINE	6.10
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	25.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	20.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	80.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	25.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	30.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	5.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	5.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	NEKS TOURISM BASKET CONT TO MARKET LOCAL PROD	21.98
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	5.00
BANKCARD PROCESSING CEN	0001334	11/29/2021	MICROSOFT EMAIL	15.00
BANKCARD PROCESSING CEN	0001335	11/29/2021	MUNICIPAL AUDIT AND ACCOUNTING GUIDE	90.00
BANKCARD PROCESSING CEN	0001335	11/29/2021	DOORSTOPS FOR CITY HALL	9.08
BANKCARD PROCESSING CEN	0001335	11/29/2021	TAPE FOR CODING FILE	24.18
BANKCARD PROCESSING CEN	0001335	11/29/2021	CABINEST FOR MOVE	
BANKCARD PROCESSING CEN	0001335	11/29/2021	HDMI CABLE & OUTLET	40.79
BANKCARD PROCESSING CEN	0001335	11/29/2021	COVER FOR COUNCIL CHAMB	
BANKCARD PROCESSING CEN	0001335	11/29/2021	VISTA PRINT FOR BUSINESS CARDS	56.99
BANKCARD PROCESSING CEN	0001335	11/29/2021	SPRAY BOTTLE & HOOKS FOR TIBLOW	16.56
BANKCARD PROCESSING CEN	0001336	11/29/2021	TRAINING-FHSU	1,200.00
BANKCARD PROCESSING CEN	0001336	11/29/2021	TRAVEL-UBER	32.29
BANKCARD PROCESSING CEN	0001336	11/29/2021	TRAVEL-UBER	41.48
BANKCARD PROCESSING CEN	0001336	11/29/2021	PARKING-KCI PARKING	77.50
BANKCARD PROCESSING CEN	0001336	11/29/2021	HOTEL	209.79
BANKCARD PROCESSING CEN	0001336	11/29/2021	CERTIFICATION-SHRM	300.00
Vendor 6536 - BANKCARD PROCESSING CENTER Total:				8,167.12

Vendor: 0122 - BONNER SPGS FIREFIGHTERS ASSC

BONNER SPRINGS, KS 66012

BONNER SPGS FIREFIGHTERS	0001329	11/24/2021	FIRE DEPT DUE PAYROLL NOVEMBER 2021	102.00
Vendor 0122 - BONNER SPGS FIREFIGHTERS ASSC Total:				102.00

Vendor: 11040 - DEFFENBAUGH INDUSTRIES INC. WM CORP SERVICES INC

AS PAYMENT AGENT

PO BOX 55558

BOSTON, MA 02205-5558

DEFFENBAUGH INDUSTRIES I	6592504--4858-9	11/29/2021	20 & 40 YD DUMPSTER 12401 KAW DR 10/1-10/31/2021	511.44
Vendor 11040 - DEFFENBAUGH INDUSTRIES INC. WM CORP SERVICES INC Total:				511.44

Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC

PO BOX 219915

KANSAS CITY, MO 64121-9915

EVERGY KANSAS CENTRAL INC	6705590546-NOVEMBER	11/29/2021	ELECTRICAL BILL	2,018.76
EVERGY KANSAS CENTRAL INC	7728399519 219 ELM	11/29/2021	ELECTRIC SERVICE-219 ELM	11.90
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:				2,030.66

Expense Approval Report

Payment Dates: 11/24/2021 - 11/29/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7513 - HSA BANK				
PO BOX 939				
SHEBOYGAN, WI 53082-0939				
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	1,706.51
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	125.00
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	125.00
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	187.50
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	62.50
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	250.00
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	187.50
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	250.00
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	1,625.00
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	562.50
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	375.00
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	312.50
HSA BANK	0001333	11/24/2021	HEALTH SAVINGS ACCOUNT FOR 11/26/2021	125.00
Vendor 7513 - HSA BANK Total:				5,894.01
Vendor: 0898 - ICMA RETIREMENT CORPORATION				
P O BOX 64553				
BALTIMORE, MD 21264-4553				
ICMA RETIREMENT CORPORA	0001330	11/24/2021	PR-457 - VANTAGEPOINT TRANSFER AGENT 301961	2,790.52
ICMA RETIREMENT CORPORA	0001331	11/24/2021	PR-ROTH - VANTAGEPOINT TRANSFER AGENT 706353	375.00
Vendor 0898 - ICMA RETIREMENT CORPORATION Total:				3,165.52
Vendor: 9879 - MAINSTREET CREDIT UNION				
ATTN: PYMT SYSTM DEPT-SEG PR				
13001 W 95TH STREET				
LENEXA, KS 66215				
MAINSTREET CREDIT UNION	0001332	11/24/2021	PAYROLL FOR 11/26/2021	1,285.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:				1,285.00
Vendor: 7636 - TIME WARNER CABLE				
P.O. BOX 6030				
CAROL STREAM, IL 60197-6030				
TIME WARNER CABLE	00978931111421	11/29/2021	INTERNET & VOICE SERVICE 11/14-12/13/2021	267.99
Vendor 7636 - TIME WARNER CABLE Total:				267.99
Grand Total:				21,804.70



Bonner Springs, KS

Refund Check Register

Refund Check Detail

UBPKT00824 - 11-24-2021 MH Security Deposit Refunds - All Route

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-13016-06	Melo, Jenella M	11/30/2021	147267	103.31			103.31	Generated From Billing
02-14847-08	Eddy, Tonya Rae	11/30/2021	147268	30.23			30.23	Generated From Billing
02-15027-01	Stean, Georgia M	11/30/2021	147269	2.39			2.39	Generated From Billing
04-15058-29	Dacus, Dylan Curtis	11/30/2021	147270	44.51			44.51	Generated From Billing
04-15395-20	Mense, Timothy J	11/30/2021	147271	14.06			14.06	Generated From Billing
05-14596-02	Samuell, Joan Marie	11/30/2021	147272	36.57			36.57	Generated From Billing
05-15327-27	Megee, Mason D	11/30/2021	147273	49.25			49.25	Generated From Billing
05-15422-00	Linaweaver Construction Inc	11/30/2021	147274	954.73			954.73	Generated From Billing
Total Refunds: 8				Total Refunded Amount:	1,235.05			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	1235.05
Revenue Total:	1235.05

General Ledger Distribution

Posting Date: 11/10/2021

	Account Number	Account Name	Posting Amount	IFT
Fund:	430 - Water Treat & Distribu			
	430-000-000-011999	Claim On Cash	-1,235.05	Yes
	430-000-000-021205	Unapplied Utility Credits	1,235.05	
	430 Total:		0.00	
Fund:	999 - POOLED CASH			
	999-000-000-011100	Cash In Bank	-1,235.05	
	999-000-000-021500	Due To Other Funds	1,235.05	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



Bonner Springs, KS

Check Register

Packet: APPKT00298 - PAYROLL 12-10-2021

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
	Void	12/10/2021	Regular	0.00	0.00	147275
	Void	12/10/2021	Regular	0.00	0.00	147276
	Void	12/10/2021	Regular	0.00	0.00	147277
	Void	12/10/2021	Regular	0.00	0.00	147278
	Void	12/10/2021	Regular	0.00	0.00	147279
7513	HSA BANK	12/10/2021	Regular	0.00	5,806.51	147280
0898	ICMA RETIREMENT CORPORATION	12/10/2021	Regular	0.00	3,170.65	147281
11790	KANSAS DEPT OF AGRICULTURE	12/10/2021	Regular	0.00	100.00	147282
9879	MAINSTREET CREDIT UNION	12/10/2021	Regular	0.00	1,285.00	147283
11546	UNITED WAY OF GREATER KANSAS CIT	12/10/2021	Regular	0.00	100.00	147284

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	5	0.00	10,462.16
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	6	10	0.00	10,462.16

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2021	10,462.16
			10,462.16



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Payment Dates 12/10/2021 - 12/10/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7513 - HSA BANK				
PO BOX 939				
SHEBOYGAN, WI 53082-0939				
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	1,681.51
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	125.00
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	125.00
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	187.50
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	62.50
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	250.00
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	187.50
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	250.00
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	1,562.50
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	562.50
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	375.00
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	312.50
HSA BANK	0001390	12/10/2021	HEALTH SAVINGS ACCOUNT FOR 12/10/2021	125.00
Vendor 7513 - HSA BANK Total:				5,806.51
Vendor: 0898 - ICMA RETIREMENT CORPORATION				
P O BOX 64553				
BALTIMORE, MD 21264-4553				
ICMA RETIREMENT CORPORA	0001386	12/10/2021	PR-457-VANTAGEPOINT TRANSFER AGENT 301961	2,795.65
ICMA RETIREMENT CORPORA	0001387	12/10/2021	PR-ROTH-VANTAGEPOINT TRANSFER AGENT 706353	375.00
Vendor 0898 - ICMA RETIREMENT CORPORATION Total:				3,170.65
Vendor: 11790 - KANSAS DEPT OF AGRICULTURE				
DIVISION OF WATER RESOURCES				
1131 SW WINDING ROAD SUITE 400				
TOPEKA, KS 66615-				
KANSAS DEPT OF AGRICULTU	0001376	12/10/2021	FIELD CHNG-WTR RIGHTS PMT FEE (RELO WELL #3)	100.00
Vendor 11790 - KANSAS DEPT OF AGRICULTURE Total:				100.00
Vendor: 9879 - MAINSTREET CREDIT UNION				
ATTN: PYMT SYSTM DEPT-SEG PR				
13001 W 95TH STREET				
LENEXA, KS 66215				
MAINSTREET CREDIT UNION	0001388	12/10/2021	PAYROLL FOR 12/10/2021	1,285.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:				1,285.00

Expense Approval Report

Payment Dates: 12/10/2021 - 12/10/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11546 - UNITED WAY OF GREATER KANSAS CITY PO BOX 871400 KANSAS CITY, MO 64187-1400				
UNITED WAY OF GREATER KA	0001389	12/10/2021	PAYROLL CONTRIBUTIONS FOR 12/10/2021	100.00
Vendor 11546 - UNITED WAY OF GREATER KANSAS CITY Total:				100.00
Grand Total:				10,462.16



Bonner Springs, KS

Check Register

Packet: APPKT00300 - CHECK RUN 12/14/2021

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
	Void	12/14/2021	Regular	0.00	0.00	147285
	Void	12/14/2021	Regular	0.00	0.00	147286
	Void	12/14/2021	Regular	0.00	0.00	147287
	Void	12/14/2021	Regular	0.00	0.00	147288
	Void	12/14/2021	Regular	0.00	0.00	147289
	Void	12/14/2021	Regular	0.00	0.00	147290
	Void	12/14/2021	Regular	0.00	0.00	147291
	Void	12/14/2021	Regular	0.00	0.00	147292
	Void	12/14/2021	Regular	0.00	0.00	147293
	Void	12/14/2021	Regular	0.00	0.00	147294
	Void	12/14/2021	Regular	0.00	0.00	147295
	Void	12/14/2021	Regular	0.00	0.00	147296
	Void	12/14/2021	Regular	0.00	0.00	147297
	Void	12/14/2021	Regular	0.00	0.00	147298
	Void	12/14/2021	Regular	0.00	0.00	147299
	Void	12/14/2021	Regular	0.00	0.00	147300
	Void	12/14/2021	Regular	0.00	0.00	147301
	Void	12/14/2021	Regular	0.00	0.00	147302
	Void	12/14/2021	Regular	0.00	0.00	147303
	Void	12/14/2021	Regular	0.00	0.00	147304
	Void	12/14/2021	Regular	0.00	0.00	147305
	Void	12/14/2021	Regular	0.00	0.00	147306
	Void	12/14/2021	Regular	0.00	0.00	147307
7484	1138, INC	12/14/2021	Regular	0.00	35.00	147308
10587	ALERT 360	12/14/2021	Regular	0.00	284.00	147309
10078	AMAZON CAPITAL SERVICES, INC AN	12/14/2021	Regular	0.00	2,972.59	147310
5513	AMERICAN FIRE SPRINKLER CORP	12/14/2021	Regular	0.00	200.00	147311
6730	AMERICAN RESPONSE VEHICLES INC	12/14/2021	Regular	0.00	112.98	147312
6656	ANCHOR SALES & SERVICE	12/14/2021	Regular	0.00	1,089.56	147313
7449	APEX ENVIROTECH, INC.	12/14/2021	Regular	0.00	2,234.00	147314
3791	ARROWHEAD SCIENTIFIC INC	12/14/2021	Regular	0.00	64.00	147315
3303	ASPHALT SALES CO INC	12/14/2021	Regular	0.00	219.09	147316
4413	AT & T 5001	12/14/2021	Regular	0.00	1,501.75	147317
5615	AT & T 5011	12/14/2021	Regular	0.00	291.58	147318
11698	AT&T 5019	12/14/2021	Regular	0.00	603.43	147319
2470	ATMOS ENERGY	12/14/2021	Regular	0.00	53.94	147320
10908	AUTOZONE STORE 3784	12/14/2021	Regular	0.00	180.49	147321
11711	AV WATER TECHNOLOGIES	12/14/2021	Regular	0.00	2,026.50	147322
10339	BARCS, LLC	12/14/2021	Regular	0.00	1,789.65	147323
1917	BATTERIES PLUS	12/14/2021	Regular	0.00	222.83	147324
10140	BEVERLY S MILLS	12/14/2021	Regular	0.00	10.00	147325
7416	BG CONSULTANTS, INC	12/14/2021	Regular	0.00	11,782.50	147326
0117	BOARD OF PUBLIC UTILITIES ATTN: /	12/14/2021	Regular	0.00	41,465.04	147327
11796	BOB ALLEN FORD OTTAWA INC	12/14/2021	Regular	0.00	129.95	147328
2798	BONNER SPRINGS AUTO REPAIR LLC	12/14/2021	Regular	0.00	1,230.14	147329
4172	BOUND TREE MEDICAL	12/14/2021	Regular	0.00	543.20	147330
11759	BURNS & MCDONNELL	12/14/2021	Regular	0.00	87,215.00	147331
6404	C & C SALES INC dba C & C GROUP	12/14/2021	Regular	0.00	360.00	147332
11791	CAMBRY SANDAHL	12/14/2021	Regular	0.00	150.00	147333
10941	CAPTURETECH LLC	12/14/2021	Regular	0.00	999.00	147334
0204	CHAMBER OF COMMERCE BONNER	12/14/2021	Regular	0.00	10.00	147335
11793	CHARTER COMMUNICATIONS HOLDIN	12/14/2021	Regular	0.00	225.08	147336
10027	CINTAS	12/14/2021	Regular	0.00	803.23	147337
2410	CITY TREASURER KCK	12/14/2021	Regular	0.00	37,482.48	147338

Check Register

Packet: APPKT00300-CHECK RUN 12/14/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
11787	CODI MARTINEZ	12/14/2021	Regular	0.00	5.00	147339
0213	COLEMAN EQUIPMENT INC	12/14/2021	Regular	0.00	10,940.44	147340
10136	COMPLIANCEONE	12/14/2021	Regular	0.00	369.00	147341
0716	CORE & MAIN LP	12/14/2021	Regular	0.00	4,102.18	147342
2216	CROSBY PLUMBING	12/14/2021	Regular	0.00	4,022.00	147343
11789	DAKOTA HIGGINS	12/14/2021	Regular	0.00	0.93	147344
10287	DAVE M BREDE	12/14/2021	Regular	0.00	262.70	147345
4716	DAVE' PLUS CONSTRUCTION	12/14/2021	Regular	0.00	4,984.75	147346
0014	DEFFENBAUGH INDUSTRIES INC WM	12/14/2021	Regular	0.00	3,097.28	147347
11040	DEFFENBAUGH INDUSTRIES INC. WM	12/14/2021	Regular	0.00	1,143.27	147348
10609	DLS TIRE CENTERS	12/14/2021	Regular	0.00	3,594.90	147349
5710	DREXEL TECHNOLOGIES INC	12/14/2021	Regular	0.00	70.00	147350
6029	DURKIN EQUIPMENT CO	12/14/2021	Regular	0.00	265.44	147351
11782	EDGAR PALOS	12/14/2021	Regular	0.00	390.00	147352
11557	ELECTRONIC CONTRACTING COMPA	12/14/2021	Regular	0.00	450.00	147353
11263	ENCOMPAS CORPORATION	12/14/2021	Regular	0.00	4,885.00	147354
10964	EVERGY FKA KCP&L	12/14/2021	Regular	0.00	630.92	147355
10942	EVERGY KANSAS CENTRAL INC FKA I	12/14/2021	Regular	0.00	15,257.13	147356
4342	FELDMANS	12/14/2021	Regular	0.00	203.36	147357
11674	FERNO WASHINGTON, INC	12/14/2021	Regular	0.00	40,206.80	147358
11686	FIRE RECOVERY EMS	12/14/2021	Regular	0.00	1,473.85	147359
2755	FTC EQUIPMENT LLC	12/14/2021	Regular	0.00	31,296.80	147360
10043	GOODCENTS	12/14/2021	Regular	0.00	329.94	147361
1942	GRASS PAD INC	12/14/2021	Regular	0.00	49.90	147362
1532	GT DISTRIBUTORS	12/14/2021	Regular	0.00	681.94	147363
11786	HALEY WRIGHT	12/14/2021	Regular	0.00	150.00	147364
1089	HAWKINS, INC	12/14/2021	Regular	0.00	1,198.50	147365
4275	HAYNES EQUIPMENT CO INC	12/14/2021	Regular	0.00	4,318.77	147366
9836	HEALTHY SOLUTIONS INC.	12/14/2021	Regular	0.00	110.00	147367
7242	HELGET GAS PRODUCTS INC	12/14/2021	Regular	0.00	29.70	147368
0821	HOLLIDAY SAND AND GRAVEL CO	12/14/2021	Regular	0.00	243.92	147369
7720	IBEC, LLC	12/14/2021	Regular	0.00	60.00	147370
5589	ICE-MASTERS, INC	12/14/2021	Regular	0.00	280.00	147371
6791	ICON ENTERPRISES, INC.	12/14/2021	Regular	0.00	1,681.50	147372
11590	IMAGEQUEST INC.	12/14/2021	Regular	0.00	153.88	147373
10304	INSTITUTE FOR BUILDING TECHNOL	12/14/2021	Regular	0.00	2,525.00	147374
3108	JC COMMUNICATIONS BEST RSVP IN	12/14/2021	Regular	0.00	94.00	147375
5345	JOHNSON COUNTY WASTEWATER	12/14/2021	Regular	0.00	331.43	147376
7899	JUSTINE SPEASE	12/14/2021	Regular	0.00	44.76	147377
10523	K & K CHEMICAL SUPPLY LLC	12/14/2021	Regular	0.00	545.31	147378
11037	KANSAS STATE UNIVERSITY-KSVDL	12/14/2021	Regular	0.00	56.00	147379
11752	KANSAS UNIVERSITY PHYSICIANS, IN	12/14/2021	Regular	0.00	2,462.52	147380
11788	KARINA CARLOS-CALDERON	12/14/2021	Regular	0.00	250.00	147381
10214	KC AUCTION DIRECT LLC	12/14/2021	Regular	0.00	372.74	147382
3517	KEY EQUIPMENT & SUPPLY CO	12/14/2021	Regular	0.00	17.28	147383
0418	KWEA	12/14/2021	Regular	0.00	50.00	147384
3003	LAKE OF THE FOREST INC	12/14/2021	Regular	0.00	247.00	147385
6837	LAMAR TEXAS LIMITED PARTNERSHI	12/14/2021	Regular	0.00	452.00	147386
3008	LEAGUE OF KS MUNICIPALITIES KS A	12/14/2021	Regular	0.00	1,617.14	147387
11747	LENEXA PARK & RECREATION	12/14/2021	Regular	0.00	1,723.03	147388
6250	LEXIS NEXIS RISK DATA MGMT INC	12/14/2021	Regular	0.00	150.00	147389
11702	LINAWEAVER CONSTRUCTION, INC	12/14/2021	Regular	0.00	52,352.25	147390
8179	LINK-LITE NETWORKING INC	12/14/2021	Regular	0.00	7,889.99	147391
1836	LOWE'S CREDIT SERVICES	12/14/2021	Regular	0.00	221.72	147392
10558	MAGGIE BLAINE	12/14/2021	Regular	0.00	100.00	147393
6251	MARK STITES	12/14/2021	Regular	0.00	117.00	147394
4864	MATRIX MEDIA INC	12/14/2021	Regular	0.00	950.00	147395
7347	MCGUIRE ELECTRIC, LLC	12/14/2021	Regular	0.00	4,729.36	147396
10417	MCKESSON MEDICAL-SURGICAL INC	12/14/2021	Regular	0.00	102.55	147397
6137	METRO COURIER INC	12/14/2021	Regular	0.00	35.74	147398
8001	MIDWEST PUBLIC RISK	12/14/2021	Regular	0.00	87,486.00	147399

Check Register

Packet: APPKT00300-CHECK RUN 12/14/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
6849	MJV-A LLC	12/14/2021	Regular	0.00	201.00	147400
7935	NANCY L. GOSS	12/14/2021	Regular	0.00	175.00	147401
7206	NATIONAL INSURANCE MARKETING	12/14/2021	Regular	0.00	1,239.43	147402
3938	NEBRASKA FURNITURE MART	12/14/2021	Regular	0.00	85.67	147403
3094	NORRIS EQUIPMENT CO LLC	12/14/2021	Regular	0.00	258.37	147404
10955	OFFICE OF ACCOUNTS AND REPORT	12/14/2021	Regular	0.00	175.00	147405
0947	O'REILLY AUTO STORES INC	12/14/2021	Regular	0.00	114.01	147406
10883	P HEARTLAND PLUMBING	12/14/2021	Regular	0.00	175.00	147407
2955	P.B. HOIDALE CO. INC	12/14/2021	Regular	0.00	361.30	147408
11541	PEREGRINE CORPORATION	12/14/2021	Regular	0.00	1,413.38	147409
6374	POLYDYNE INC	12/14/2021	Regular	0.00	2,196.00	147410
7889	PREMIER AUTOMOTIVE OF BS LLC	12/14/2021	Regular	0.00	2,351.18	147411
1005	PREMIER CONTRACTING INC	12/14/2021	Regular	0.00	11,555.00	147412
11091	QUADIENT FINANCE USA INC	12/14/2021	Regular	0.00	820.00	147413
11265	QUADIENT LEASING USA INC	12/14/2021	Regular	0.00	780.00	147414
10030	QUALITY SPEAKS, LLC	12/14/2021	Regular	0.00	128.87	147415
0753	RAYNOR GARAGE DOORS	12/14/2021	Regular	0.00	245.00	147416
11751	REBUILD-IT SERVICES GROUP, LLC	12/14/2021	Regular	0.00	468.57	147417
10641	REDISHRED KANSAS INC PROSHRED	12/14/2021	Regular	0.00	52.00	147418
6838	REJIS COMMISSION REGIONAL JUSTI	12/14/2021	Regular	0.00	1,099.08	147419
6010	SCHUETZ CONSTRUCTION	12/14/2021	Regular	0.00	1,058.00	147420
8822	SHAWNEE MISSION FORD INC	12/14/2021	Regular	0.00	798.52	147421
9824	STRYKER SALES CORP	12/14/2021	Regular	0.00	647.00	147422
7965	SUNBELT RENTALS, INC	12/14/2021	Regular	0.00	7,520.22	147423
0766	T A STOLFUS DVM	12/14/2021	Regular	0.00	640.00	147424
10879	TEUTONIC HOLDINGS LLC SYNDEO L	12/14/2021	Regular	0.00	198.06	147425
10854	THE JATH GROUP, INC	12/14/2021	Regular	0.00	6,565.27	147426
7636	TIME WARNER CABLE	12/14/2021	Regular	0.00	324.98	147427
11042	TINBERG TURF INC TINBERG HARDS	12/14/2021	Regular	0.00	541.80	147428
6802	TOTAL ELECTRIC CONTRACTORS INC	12/14/2021	Regular	0.00	654.00	147429
11556	U.S. BANK EQUIPMENT FINANCE	12/14/2021	Regular	0.00	721.21	147430
3025	U.S. VENTURE, INC	12/14/2021	Regular	0.00	975.44	147431
6819	UNIFIRST CORPORATION	12/14/2021	Regular	0.00	1,183.69	147432
4137	UNIVERSITY OF KS HOSPITAL AUTH	12/14/2021	Regular	0.00	471.00	147433
3078	USA BLUE BOOK	12/14/2021	Regular	0.00	712.47	147434
0915	VERIZON WIRELESS	12/14/2021	Regular	0.00	200.05	147435
11417	VLP AN EQUIPMENTSHARE COMPAN	12/14/2021	Regular	0.00	61.23	147436
1315	WALMART COMMUNITY GECRB-CLC	12/14/2021	Regular	0.00	294.58	147437
7375	WATCHMEN SECURITY SERVICES	12/14/2021	Regular	0.00	164.00	147438
2845	WATTS UP	12/14/2021	Regular	0.00	387.60	147439
11601	WESTPORT POOLS INC	12/14/2021	Regular	0.00	63,550.00	147440
11421	WEX INC.	12/14/2021	Regular	0.00	7,242.89	147441
8411	WILSON & COMPANY ENGINEERS	12/14/2021	Regular	0.00	28,348.87	147442

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	266	135	0.00	645,304.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	23	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	266	158	0.00	645,304.37

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2021	645,304.37
			<u>645,304.37</u>



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Payment Dates 12/14/2021 - 12/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7484 - 1138, INC				
PO BOX 25406				
OVERLAND PARK, KS 66225-5406				
1138, INC	209119	12/14/2021	BACKGROUND CHECK-MT	35.00
Vendor 7484 - 1138, INC Total:				35.00
Vendor: 10587 - ALERT 360				
P.O. BOX 67612				
DALLAS, TX 75267-6172				
ALERT 360	12421802	12/14/2021	ALARM SYSTEM-PWC	94.66
ALERT 360	12421802	12/14/2021	ALARM SYSTEM-WTTP	94.67
ALERT 360	12421802	12/14/2021	ALARM SYSTEM-WS & WTP	94.67
Vendor 10587 - ALERT 360 Total:				284.00
Vendor: 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES				
PO BOX 035184				
SEATTLE, WA 98124-5184				
AMAZON CAPITAL SERVICES, I	1133-GNXD-FNX7	12/14/2021	LENS WIPES,DESK	24.87
AMAZON CAPITAL SERVICES, I	1133-GNXD-FNX7	12/14/2021	ORGANIZER, COFFEE	35.99
AMAZON CAPITAL SERVICES, I	1133-GNXD-FNX7	12/14/2021	LENS WIPES,DESK	21.74
AMAZON CAPITAL SERVICES, I	119G-QCV3-4TKR	12/14/2021	ORGANIZER, COFFEE	57.98
AMAZON CAPITAL SERVICES, I	11FT-YWVF-R99K	12/14/2021	DRAWER ORGANIZER & SILVERWARE	124.95
AMAZON CAPITAL SERVICES, I	11GD-D66G-9LNG	12/14/2021	DRIED FRUIT FOR 11/17 LUNCH & LEARN	26.72
AMAZON CAPITAL SERVICES, I	13TD-VLG9-MMMV	12/14/2021	WALKING CHALLENGE PRIZES	112.97
AMAZON CAPITAL SERVICES, I	167W-QCNY-JYCF	12/14/2021	COFFEE TABLE/OTTOMAN FOR REC CUSTOMER AREA	16.59
AMAZON CAPITAL SERVICES, I	167W-QCNY-JYCF	12/14/2021	PACKING TAPE	16.19
AMAZON CAPITAL SERVICES, I	167W-QCNY-JYCF	12/14/2021	SCREEN PROTECTOR-WW	16.60
AMAZON CAPITAL SERVICES, I	1FDM-P447-L4FV	12/14/2021	PACKING TAPE	66.35
AMAZON CAPITAL SERVICES, I	1HHP-RTJH-JFWG	12/14/2021	ANIMAL CONTROL SHELTER	291.56
AMAZON CAPITAL SERVICES, I	1MYF-JVFJ-DC3F	12/14/2021	CLEANING SUPPLIES	1,500.30
AMAZON CAPITAL SERVICES, I	1NN1-VXVM-P69C	12/14/2021	WALKING CHALLENGE PRIZES	44.58
AMAZON CAPITAL SERVICES, I	1RQK-CKMN-3VMF	12/14/2021	BAGS FOR EMPLOYEES (MPR WELLNESS CREDIT)	152.31
AMAZON CAPITAL SERVICES, I	1RQK-CKMN-3VMF	12/14/2021	MEDICAL SUPPLIES FOR 1ST AID KIT	38.00
AMAZON CAPITAL SERVICES, I	1RQK-CKMN-3VMF	12/14/2021	BATTERY BACK UPS	28.08
AMAZON CAPITAL SERVICES, I	1RQK-CKMN-3VMF	12/14/2021	OFFICE SUPPLIES	152.31
AMAZON CAPITAL SERVICES, I	1RQK-CKMN-3VMF	12/14/2021	BATTERIES	28.08
AMAZON CAPITAL SERVICES, I	1RQK-CKMN-3VMF	12/14/2021	BATTERY BACK UPS	28.08
AMAZON CAPITAL SERVICES, I	1TYH-1643-393P	12/14/2021	BATTERIES	189.00
AMAZON CAPITAL SERVICES, I	1TYH-1643-393P	12/14/2021	CHRISTRAS TREE FOR NEW BUILDING	27.42
AMAZON CAPITAL SERVICES, I	1TYH-1643-393P	12/14/2021	MICROUSB CABLES FOR FLASHLIGHT CHARGERS	27.42
Vendor 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES Total:				2,972.59
Vendor: 5513 - AMERICAN FIRE SPRINKLER CORP				
P O BOX 958				
SHAWNEE MISSION, KS 66201-0958				
AMERICAN FIRE SPRINKLER C	46944	12/14/2021	ANNUAL FIRE SPRINKLER INSPECTION AT CC	200.00
Vendor 5513 - AMERICAN FIRE SPRINKLER CORP Total:				200.00

Expense Approval Report

Payment Dates: 12/14/2021 - 12/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 6730 - AMERICAN RESPONSE VEHICLES INC				
521 HILLSDALE SUITE 101 COLUMBIA, MO 65201				
AMERICAN RESPONSE VEHICL	11064	12/14/2021	MAGNETIC DOOR SENSOR 2523	33.15
AMERICAN RESPONSE VEHICL	1837035	12/14/2021	PEST CONTROL	79.83
Vendor 6730 - AMERICAN RESPONSE VEHICLES INC Total:				112.98
Vendor: 6656 - ANCHOR SALES & SERVICE				
106 W 31ST ST INDEPENDENCE, MO 64055				
ANCHOR SALES & SERVICE	108337	12/14/2021	PW SHOP HOIST REPAIR	1,089.56
Vendor 6656 - ANCHOR SALES & SERVICE Total:				1,089.56
Vendor: 7449 - APEX ENVIROTECH, INC.				
7111 W. 151 ST #338 OVERLAND PARK, KS 66223-2231				
APEX ENVIROTECH, INC.	CSM03.001 OCT 2021	12/14/2021	CSM SAMPLING-OCT 2021	2,234.00
Vendor 7449 - APEX ENVIROTECH, INC. Total:				2,234.00
Vendor: 3791 - ARROWHEAD SCIENTIFIC INC				
11006 STRANG LINE RD LENEXA, KS 66215-2113				
ARROWHEAD SCIENTIFIC INC	143326	12/14/2021	EVIDENCE MATERIAL-TEST KIT	64.00
Vendor 3791 - ARROWHEAD SCIENTIFIC INC Total:				64.00
Vendor: 3303 - ASPHALT SALES CO INC				
P O BOX 6263 KANSAS CITY, KS 66106				
ASPHALT SALES CO INC	148402	12/14/2021	ASPHALT-POTHOLE PATCHING -TICKET #11790	219.09
Vendor 3303 - ASPHALT SALES CO INC Total:				219.09
Vendor: 4413 - AT & T 5001				
P O BOX 5001 CAROL STREAM, IL 60197-5001				
AT & T 5001	0001352	12/14/2021	PHONE SERVICE	77.75
AT & T 5001	0001352	12/14/2021	PHONE SERVICE	335.69
AT & T 5001	0001352	12/14/2021	PHONE SERVICE	155.50
AT & T 5001	0001352	12/14/2021	PHONE SERVICE	480.75
AT & T 5001	0001352	12/14/2021	PHONE SERVICE	452.06
Vendor 4413 - AT & T 5001 Total:				1,501.75
Vendor: 5615 - AT & T 5011				
P O BOX 5011 CAROL STREAM, IL 60197-5011				
AT & T 5011	0790469593-112521	12/14/2021	SPECIAL CIRCUITS & ALARMS 11/25-12/24/2021	17.58
AT & T 5011	0790469593-112521	12/14/2021	SPECIAL CIRCUITS & ALARMS 11/25-12/24/2021	134.00
AT & T 5011	0790469593-112521	12/14/2021	SPECIAL CIRCUITS & ALARMS 11/25-12/24/2021	140.00
Vendor 5615 - AT & T 5011 Total:				291.58
Vendor: 11698 - AT&T 5019				
P.O. BOX 5019 CAROL STREAM, IL 60197-5019				
AT&T 5019	163706602	12/14/2021	MONTLY FIBER OPTICS SERVIC	301.71
AT&T 5019	163706602	12/14/2021	MONTLY FIBER OPTICS SERVIC	301.72
Vendor 11698 - AT&T 5019 Total:				603.43

Expense Approval Report

Payment Dates: 12/14/2021 - 12/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 2470 - ATMOS ENERGY				
P.O. BOX 740353				
CINCINNATI, OH 45274-0353				
ATMOS ENERGY	0001354	12/14/2021	GAS SERVICE	53.94
Vendor 2470 - ATMOS ENERGY Total:				53.94
Vendor: 10908 - AUTOZONE STORE 3784				
545 S. 129TH STREET				
BONNER SPRINGS, KS 66012				
AUTOZONE STORE 3784	3784547566	12/14/2021	BATTERY VEHICLE 63	180.49
Vendor 10908 - AUTOZONE STORE 3784 Total:				180.49
Vendor: 11711 - AV WATER TECHNOLOGIES				
12332 CUTTEN ROAD				
HOUSTON, TX 77066-				
AV WATER TECHNOLOGIES	10309	09/07/2021	10 CAPSTONE WATER METERS	1,441.50
AV WATER TECHNOLOGIES	10388	12/14/2021	CAPSTONE NOVA ENDPOINT- ANNUAL SERV MAINT	585.00
Vendor 11711 - AV WATER TECHNOLOGIES Total:				2,026.50
Vendor: 10339 - BARCS, LLC				
21111 WEST 56TH STREET				
SHAWNEE, KS 66218-9191				
BARCS, LLC	0001337	12/14/2021	CAR WASHES-SEPTEMBER	344.37
BARCS, LLC	0001337	12/14/2021	CAR WASHES-JUNE	254.69
BARCS, LLC	0001337	12/14/2021	CAR WASHES-JULY	364.84
BARCS, LLC	0001337	12/14/2021	CAR WASHES-AUGUST	506.14
BARCS, LLC	0001337	12/14/2021	CAR WASHES-OCTOBER	319.61
Vendor 10339 - BARCS, LLC Total:				1,789.65
Vendor: 1917 - BATTERIES PLUS				
15323 W 67TH ST				
SHAWNEE, KS 66217				
BATTERIES PLUS	43676565	12/14/2021	D BATTERIES	11.28
BATTERIES PLUS	43676565	12/14/2021	HEPPC310 BATTERIES-2	211.55
BATTERIES PLUS	45848186	12/14/2021	CYL 10010-12V BATTERIES-2	206.90
BATTERIES PLUS	CM0000104	12/14/2021	CREDIT FOR CYL 10010	-206.90
Vendor 1917 - BATTERIES PLUS Total:				222.83
Vendor: 10140 - BEVERLY S MILLS				
634 N NETTLETON				
BONNER SPRINGS, KS 66012				
BEVERLY S MILLS	21275	12/14/2021	1 3 X 4 GREEN TREE INDENTIFICATION PLAQUES	10.00
Vendor 10140 - BEVERLY S MILLS Total:				10.00
Vendor: 7416 - BG CONSULTANTS, INC				
1405 WAKARUSA DRIVE				
LAWRENCE, KS 66049				
BG CONSULTANTS, INC	20-1413L (14)	12/14/2021	Owners Representative Services - Water Plant Proj	1,320.00
BG CONSULTANTS, INC	21-1201L (3)	12/14/2021	SUPPLEMENTAL AGREEMENT FOR SHEIDLEY WATERLINE	4,462.50
BG CONSULTANTS, INC	21-1307L (4)	12/14/2021	ENGINEERING FOR TRAFFIC SIGNAL MODERNIZATION PRO	6,000.00
Vendor 7416 - BG CONSULTANTS, INC Total:				11,782.50
Vendor: 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE				
P O BOX 219661				
KANSAS CITY, MO 64121-9661				
BOARD OF PUBLIC UTILITIES A	0001374	12/14/2021	WATER USAGE (10/3/2021- 11/3/2021	41,465.04
Vendor 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE Total:				41,465.04

Expense Approval Report

Payment Dates: 12/14/2021 - 12/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11796 - BOB ALLEN FORD OTTAWA INC				
2320 S. OAK STREET				
OTTAWA, KS 66067-				
BOB ALLEN FORD OTTAWA IN	FOCS231213	12/14/2021	UNIT 68	129.95
Vendor 11796 - BOB ALLEN FORD OTTAWA INC Total:				129.95
Vendor: 2798 - BONNER SPRINGS AUTO REPAIR LLC				
13040 CANAAN DRIVE				
BONNER SPRINGS, KS 66012				
BONNER SPRINGS AUTO REPA	20086	12/14/2021	REAR TIRES- VID #575	1,230.14
Vendor 2798 - BONNER SPRINGS AUTO REPAIR LLC Total:				1,230.14
Vendor: 4172 - BOUND TREE MEDICAL				
23537 NETWORK PLACE				
CHICAGO, IL 60673-1235				
BOUND TREE MEDICAL	84283368	12/14/2021	MEDICAL SUPPLIES	126.54
BOUND TREE MEDICAL	84283369	12/14/2021	MEDICAL SUPPLIES	375.72
BOUND TREE MEDICAL	84285429	12/14/2021	MEDICAL SUPPLIES	25.46
BOUND TREE MEDICAL	84287389	12/14/2021	MEDICAL SUPPLIES	9.06
BOUND TREE MEDICAL	84302947	12/14/2021	MEDICAL SUPPLIES	6.42
Vendor 4172 - BOUND TREE MEDICAL Total:				543.20
Vendor: 11759 - BURNS & MCDONNELL				
9400 WARD PARKWAY				
KANSAS CITY, MO 64114-				
BURNS & MCDONNELL	1	12/14/2021	Phase I Design/Build Agreement for Water Plant	34,886.00
BURNS & MCDONNELL	2	12/14/2021	Phase I Design/Build Agreement for Water Plant	52,329.00
Vendor 11759 - BURNS & MCDONNELL Total:				87,215.00
Vendor: 6404 - C & C SALES INC dba C & C GROUP				
P O BOX 871749				
KANSAS CITY, MO 64187-1749				
C & C SALES INC dba C & C GR	45270	12/14/2021	ANNUAL SERVICE-ALARM MONITORING	360.00
Vendor 6404 - C & C SALES INC dba C & C GROUP Total:				360.00
Vendor: 11791 - CAMBRY SANDAHL				
109 MELLOTT				
PO BOX 13605				
EDWARDSVILLE, KS 66113-				
CAMBRY SANDAHL	33789234	12/14/2021	REFUND DEPOSIT-SOUTH PARK RENTAL-12/4/2021	150.00
Vendor 11791 - CAMBRY SANDAHL Total:				150.00
Vendor: 10941 - CAPTURETECH LLC				
101 N. HAVEN STREET				
SUITE 109				
BALTIMORE, MD 21224				
CAPTURETECH LLC	INV124567	12/14/2021	CAPTURE TECH LICENSE FEE	999.00
Vendor 10941 - CAPTURETECH LLC Total:				999.00
Vendor: 0204 - CHAMBER OF COMMERCE BONNER SPRINGS-EDWARDSVILLE				
PO BOX 548				
309 OAK ST				
BONNER SPRINGS, KS 66012-1445				
CHAMBER OF COMMERCE BO	557	12/14/2021	LEE DECEMBER LUNCHEON	10.00
Vendor 0204 - CHAMBER OF COMMERCE BONNER SPRINGS-EDWARDSVILLE Total:				10.00
Vendor: 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC				
PO BOX 6030				
CAROL STREAM, IL 60197-6030				
CHARTER COMMUNICATIONS H	99865120621	12/14/2021	CITY HALL INTERNET SERVICE	225.08
Vendor 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC Total:				225.08

Expense Approval Report

Payment Dates: 12/14/2021 - 12/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 10027 - CINTAS				
P.O. BOX 88005				
CHICAGO, IL 60680-1005				
CINTAS	4101330507	12/14/2021	BUILDING SUPPLIES	172.81
CINTAS	4102539511	12/14/2021	BUILDING SUPPLIES	172.81
CINTAS	4102760582	12/14/2021	MATS,SCREENS-CITY HALL	142.40
CINTAS	4104027703	12/14/2021	BUILDING SUPPLIES	172.81
CINTAS	4104031393	12/14/2021	MATS, SCREENS-CITY HALL	142.40
Vendor 10027 - CINTAS Total:				803.23
Vendor: 2410 - CITY TREASURER KCK				
701 N 7TH ST				
MIKE TOBIN PW DEPUTY DIRECTOR				
KANSAS CITY, KS 66101				
CITY TREASURER KCK	0001338	12/14/2021	RESIDENTIAL REFUSE CONTRACT	37,482.48
Vendor 2410 - CITY TREASURER KCK Total:				37,482.48
Vendor: 11787 - CODI MARTINEZ				
450 N. BLUEGRASS DRIVE				
BONNER SPRINGS, KS 66012-				
CODI MARTINEZ	33869031	12/14/2021	REFUND-OVERCHARGE-WINTER VOLLEYBALL	5.00
Vendor 11787 - CODI MARTINEZ Total:				5.00
Vendor: 0213 - COLEMAN EQUIPMENT INC				
P O BOX 456				
BONNER SPRINGS, KS 66012				
COLEMAN EQUIPMENT INC	11807	12/14/2021	Flail Mower Unit	10,885.54
COLEMAN EQUIPMENT INC	497409	12/14/2021	OIL,OIL FILTER & FUEL FILTER VID #577	54.90
Vendor 0213 - COLEMAN EQUIPMENT INC Total:				10,940.44
Vendor: 10136 - COMPLIANCEONE				
2121 SW CHELSEA DRIVE				
TOPEKA, KS 66614				
COMPLIANCEONE	287183	12/14/2021	NOVEMBER 2021 DRUG POOL MNTLY-CHARGE ACCT G45452	191.25
COMPLIANCEONE	287183	12/14/2021	NOVEMBER 2021 DRUG POOL MNTLY-CHARGE ACCT G45452	106.25
COMPLIANCEONE	287332	12/14/2021	NOVEMBER 2021 DRUG POOL MTHLY CHARGE ACCTCI4050	5.50
COMPLIANCEONE	287332	12/14/2021	NOVEMBER 2021 DRUG POOL MTHLY CHARGE ACCTCI4050	27.50
COMPLIANCEONE	287332	12/14/2021	NOVEMBER 2021 DRUG POOL MTHLY CHARGE ACCTCI4050	33.00
COMPLIANCEONE	287332	12/14/2021	NOVEMBER 2021 DRUG POOL MTHLY CHARGE ACCTCI4050	5.50
Vendor 10136 - COMPLIANCEONE Total:				369.00
Vendor: 0716 - CORE & MAIN LP				
PO BOX 28330				
ST. LOUIS, MO 63146				
CORE & MAIN LP	P877880	12/14/2021	VALVES-WW	1,493.00
CORE & MAIN LP	P877896	12/14/2021	VALVES-WW	1,493.00
CORE & MAIN LP	P922840	12/14/2021	DIST MAINTENANCE PARTS	791.60
CORE & MAIN LP	P922848	12/14/2021	REPAIR IRRIGATION-NORTH PARK	324.58
Vendor 0716 - CORE & MAIN LP Total:				4,102.18
Vendor: 2216 - CROSBY PLUMBING				
16040 LINWOOD ROAD				
BONNER SPRINGS, KS 66012				
CROSBY PLUMBING	18220875	12/14/2021	WATER SOFTNER	1,309.00
CROSBY PLUMBING	18475723	12/14/2021	HOT WATER SYSTEM CLEANIN	2,584.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CROSBY PLUMBING	19617355	12/14/2021	REMOVAL OF FILTER	129.00
Vendor 2216 - CROSBY PLUMBING Total:				4,022.00
Vendor: 11789 - DAKOTA HIGGINS 21405 W. 70TH STREET SHAWNEE, KS 66218-				
DAKOTA HIGGINS	0001358	12/14/2021	RETURNED DIRECT DEPOSIT- 11/26/2021	0.93
Vendor 11789 - DAKOTA HIGGINS Total:				0.93
Vendor: 10287 - DAVE M BREDE 2410 SE CEDARWOOD DR TOPEKA, KS 66605				
DAVE M BREDE	11302021	12/14/2021	POLYGRAPH/MILEAGE	262.70
Vendor 10287 - DAVE M BREDE Total:				262.70
Vendor: 4716 - DAVE' PLUS CONSTRUCTION 18429 166TH ST BASEHOR, KS 66007				
DAVE' PLUS CONSTRUCTION	286	12/14/2021	DIST MAINT-STREET CUT REPAIRS	4,984.75
Vendor 4716 - DAVE' PLUS CONSTRUCTION Total:				4,984.75
Vendor: 0014 - DEFFENBAUGH INDUSTRIES INC WM CORPORATE SERVICES INC AS PAYMENT AGENT PO BOX 4648 CAROL STREAM, IL 60197-4648				
DEFFENBAUGH INDUSTRIES I	16424-4861-2	12/14/2021	SLUDGE HAULING 11/1- 11/15/2021	3,097.28
Vendor 0014 - DEFFENBAUGH INDUSTRIES INC WM CORPORATE SERVICES INC Total:				3,097.28
Vendor: 11040 - DEFFENBAUGH INDUSTRIES INC. WM CORP SERVICES INC AS PAYMENT AGENT PO BOX 55558 BOSTON, MA 02205-5558				
DEFFENBAUGH INDUSTRIES I	077174-4857-0	12/14/2021	PORT-O-LET KMP 11/30/21	151.04
DEFFENBAUGH INDUSTRIES I	6602356-4858-2	12/14/2021	CITY HALL/COMMUNITY CENTER DUMPSTER & RECYCLING	454.63
DEFFENBAUGH INDUSTRIES I	6606504-4858-3	12/14/2021	DUMPSTER SERVICE-11/1- 11/30/2021 COMMUNITY CTR	537.60
Vendor 11040 - DEFFENBAUGH INDUSTRIES INC. WM CORP SERVICES INC Total:				1,143.27
Vendor: 10609 - DLS TIRE CENTERS 50 SAINT MARK ROAD TAYLOR, SC 29687				
DLS TIRE CENTERS	6950066534	12/14/2021	4 TIRES-CASE LOADER-VID#55	3,594.90
Vendor 10609 - DLS TIRE CENTERS Total:				3,594.90
Vendor: 5710 - DREXEL TECHNOLOGIES INC 10840 W 86TH ST LENEXA, KS 66214-1632				
DREXEL TECHNOLOGIES INC	INV64406	12/14/2021	PRINTING COSTS-PFQ 2ND ST WATER LINE DESIGN	35.00
DREXEL TECHNOLOGIES INC	INV64407	12/14/2021	PRINTING COSTS-RFQ-LIFT STATION #2 DESIGN PROJECT	35.00
Vendor 5710 - DREXEL TECHNOLOGIES INC Total:				70.00
Vendor: 6029 - DURKIN EQUIPMENT CO 12951 GRAVOIS ROAD SUITE 100 ST. LOUIS, MO 63127				
DURKIN EQUIPMENT CO	120014369	12/14/2021	LABOR-WTP SCADA POWER OUTAGE REPAIR	265.44
Vendor 6029 - DURKIN EQUIPMENT CO Total:				265.44

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11782 - EDGAR PALOS				
917 S. 13TH STREET KANSAS CITY, KS 66105-				
EDGAR PALOS	27	12/14/2021	GATE SUPPORTS-WWTP	390.00
Vendor 11782 - EDGAR PALOS Total:				390.00
Vendor: 11557 - ELECTRONIC CONTRACTING COMPANY				
P.O. BOX 29195 LINCOLN, NE 68529-				
ELECTRONIC CONTRACTING C	12986	12/14/2021	BUILDING MONITORING SERVICE	450.00
Vendor 11557 - ELECTRONIC CONTRACTING COMPANY Total:				450.00
Vendor: 11263 - ENCOMPAS CORPORATION				
1512 GRAND BLVD KANSAS CITY, MO 64108				
ENCOMPAS CORPORATION	22441	12/14/2021	INSTALLATION	575.00
ENCOMPAS CORPORATION	22441	12/14/2021	CONFERENCE TABLES	4,310.00
Vendor 11263 - ENCOMPAS CORPORATION Total:				4,885.00
Vendor: 10964 - EVERGY FKA KCP&L				
PO BOX 219330 KANSAS CITY, MO 64121-9330				
EVERGY FKA KCP&L	0001377	12/14/2021	SERV ADDRESS-12730 STATE 10/17-11/15/2021	142.71
EVERGY FKA KCP&L	0001378	12/14/2021	SERV ADDRESS-949 N. 142ND STREET 10/17-11/15/2	19.86
EVERGY FKA KCP&L	8816867433- DEC	12/14/2021	MUNICIPAL STREET LIGHT-LED -2MLLL 10/31-11/30/21	468.35
Vendor 10964 - EVERGY FKA KCP&L Total:				630.92
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
PO BOX 219915 KANSAS CITY, MO 64121-9915				
EVERGY KANSAS CENTRAL INC	0001381	12/14/2021	STREETLIGHTS	12,704.64
EVERGY KANSAS CENTRAL INC	0001391	12/14/2021	ELECTRICAL SERVICE	69.78
EVERGY KANSAS CENTRAL INC	6705590546-DECEMBER	12/14/2021	POWER BILL	2,482.71
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:				15,257.13
Vendor: 4342 - FELDMANS				
1332 W KANSAS ST LIBERTY, MO 64068-2379				
FELDMANS	320804	12/14/2021	OIL DRY	169.88
FELDMANS	320948	12/14/2021	shop cleaning supplies	33.48
Vendor 4342 - FELDMANS Total:				203.36
Vendor: 11674 - FERNO WASHINGTON, INC				
70 WEIL WAY WILMINGTON, OH 45177-				
FERNO WASHINGTON, INC	890818	12/14/2021	PHILLIPS TEMPUS ALS CARDIAC MTR AND SUPP LIC/	40,206.80
Vendor 11674 - FERNO WASHINGTON, INC Total:				40,206.80
Vendor: 11686 - FIRE RECOVERY EMS				
3223 N. WILKE ROAD ARLINGTON HEIGHTS, IL 60004-				
FIRE RECOVERY EMS	14274	12/14/2021	NOVEMBER 2021 RECEIPTS	1,473.85
Vendor 11686 - FIRE RECOVERY EMS Total:				1,473.85
Vendor: 2755 - FTC EQUIPMENT LLC				
5238 WINNER ROAD KANSAS CITY, MO 64127				
FTC EQUIPMENT LLC	14963	12/14/2021	Emergency WWTP repairs at the intake	30,365.32
FTC EQUIPMENT LLC	14964	12/14/2021	REPLACE BEARUNG FIR S&L PUMP	931.48
Vendor 2755 - FTC EQUIPMENT LLC Total:				31,296.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 10043 - GOODCENTS				
630 S 130TH ST				
BONNER SPRINGS, KS 66012				
GOODCENTS	202103	12/14/2021	GOODCENTS FOR 11/17 LUNCH & LEARN	329.94
Vendor 10043 - GOODCENTS Total:				329.94
Vendor: 1942 - GRASS PAD INC				
425 N RAWHIDE DR				
OLATHE, KS 66061				
GRASS PAD INC	540323	12/14/2021	SULFUR,UREA FOR LANDSCAPE @ CENT/3RD & C	49.90
Vendor 1942 - GRASS PAD INC Total:				49.90
Vendor: 1532 - GT DISTRIBUTORS				
P O BOX 16080				
AUSTIN, TX 78761				
GT DISTRIBUTORS	INV0872243	12/14/2021	NEW HIRE UNIFORM ITEMS	80.00
GT DISTRIBUTORS	INV0872367	12/14/2021	NEW HIRE UNIFORM ITEMS	45.00
GT DISTRIBUTORS	INV0872621	12/14/2021	NEW HIRE UNIFORM ITEMS	90.00
GT DISTRIBUTORS	INV0872626	12/14/2021	NEW HIRE UNIFORM ITEMS	76.50
GT DISTRIBUTORS	INV0872627	12/14/2021	NEW HIRE UNIFORM ITEMS	49.50
GT DISTRIBUTORS	INV0873333	12/14/2021	NEW HIRE UNIFORM ITEMS	43.50
GT DISTRIBUTORS	INV0873335	12/14/2021	NEW HIRE UNIFORM ITEMS	200.45
GT DISTRIBUTORS	INV0873717	12/14/2021	NEW HIRE UNIFORM ITEMS	45.00
GT DISTRIBUTORS	INV0875632	12/14/2021	NEW HIRE UNIFORM ITEMS	19.50
GT DISTRIBUTORS	INV0877734	12/14/2021	NEW HIRE UNIFORM ITEMS	14.50
GT DISTRIBUTORS	INV0875626	12/14/2021	NEW HIRE UNIFORM ITEMS	17.99
Vendor 1532 - GT DISTRIBUTORS Total:				681.94
Vendor: 11786 - HALEY WRIGHT				
304 SHAWNEE ST APT C				
TONGANOXIE, KS 66086-				
HALEY WRIGHT	33394499	12/14/2021	REFUND DEPOSIT-SOUTH PARK RENTAL-11/20/21	150.00
Vendor 11786 - HALEY WRIGHT Total:				150.00
Vendor: 1089 - HAWKINS, INC				
PO BOX 860263				
MINNEAPOLIS, MN 55486-0263				
HAWKINS, INC	6066684	12/14/2021	TABLET FOR WTP TREATMENT	338.50
HAWKINS, INC	6072124	12/14/2021	FLEXIBLE CONNECTOR AND ADAPTER	860.00
Vendor 1089 - HAWKINS, INC Total:				1,198.50
Vendor: 4275 - HAYNES EQUIPMENT CO INC				
15725 PFLUMM RD				
OLATHE, KS 66062				
HAYNES EQUIPMENT CO INC	26929H	12/14/2021	MAINTENANCE SUPPLIES-WWTP	458.51
HAYNES EQUIPMENT CO INC	26948E	12/14/2021	REPAIR PUMP-13620 LAWRENCE AVE	466.51
HAYNES EQUIPMENT CO INC	26953E	12/14/2021	REPAIR PUMP-13712 ELMWOOD	1,138.75
HAYNES EQUIPMENT CO INC	27028E	12/14/2021	REPAIR PUMP-13632 LAWRENCE	2,255.00
Vendor 4275 - HAYNES EQUIPMENT CO INC Total:				4,318.77
Vendor: 9836 - HEALTHY SOLUTIONS INC.				
6387 W. 110TH STREET				
OVERLAND PARK, KS 66211				
HEALTHY SOLUTIONS INC.	121009	12/14/2021	FLU SHOT EVENT	110.00
Vendor 9836 - HEALTHY SOLUTIONS INC. Total:				110.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7242 - HELGET GAS PRODUCTS INC				
PO BOX 24246				
OMAHA, NE 68124-0246				
HELGET GAS PRODUCTS INC	02356910	12/14/2021	OXYGEN	14.85
HELGET GAS PRODUCTS INC	02363314	12/14/2021	OXYGEN	14.85
Vendor 7242 - HELGET GAS PRODUCTS INC Total:				29.70
Vendor: 0821 - HOLLIDAY SAND AND GRAVEL CO				
11011 CODY STREET SUITE 150				
OVERLAND PARK, KS 66210				
HOLLIDAY SAND AND GRAVEL	1500304697	12/14/2021	DIST MAINTENANCE SUPPLIES	243.92
Vendor 0821 - HOLLIDAY SAND AND GRAVEL CO Total:				243.92
Vendor: 7720 - IBEC, LLC				
C/O ALARM CONNECTIONS PYMT CTR 1326				
PO BOX 936942				
ATLANTA, GA 31193-6942				
IBEC, LLC	6967756	12/14/2021	MONITORING 12/1-12/31 CUSTOMER#1326-259	60.00
Vendor 7720 - IBEC, LLC Total:				60.00
Vendor: 5589 - ICE-MASTERS, INC				
PO BOX 650769				
DALLAS, TX 75265-0769				
ICE-MASTERS, INC	512198	12/14/2021	ICE MACHINE RENTAL (NOVEMBER)	46.67
ICE-MASTERS, INC	512198	12/14/2021	ICE MACHINE RENTAL (NOVEMBER)	46.66
ICE-MASTERS, INC	512198	12/14/2021	ICE MACHINE RENTAL (NOVEMBER)	46.67
ICE-MASTERS, INC	534194	12/14/2021	ICE MACHINE RENTAL (DEC)	70.00
ICE-MASTERS, INC	534194	12/14/2021	ICE MACHINE RENTAL (DEC)	70.00
Vendor 5589 - ICE-MASTERS, INC Total:				280.00
Vendor: 6791 - ICON ENTERPRISES, INC.				
PO BOX 1572				
MANHATTAN, KS 66505				
ICON ENTERPRISES, INC.	218999	12/14/2021	MOBILE APP UPGRADE	1,681.50
Vendor 6791 - ICON ENTERPRISES, INC. Total:				1,681.50
Vendor: 11590 - IMAGEQUEST INC.				
P.O. BOX 207847				
DALLAS, TX 75320-7847				
IMAGEQUEST INC.	IN3127625	12/14/2021	MONTHLY COPIER OVERAGE 8/18-11/17/2021	82.45
IMAGEQUEST INC.	IN3127625	12/14/2021	MONTHLY COPIER OVERAGE 8/18-11/17/2021	71.43
Vendor 11590 - IMAGEQUEST INC. Total:				153.88
Vendor: 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY				
45207 RESEARCH PLACE				
ASHBURN, VA 20147				
INSTITUTE FOR BUILDING TEC	R730-BK1-1021	12/14/2021	PLAN FEES FOR OCTOBER 202	350.00
INSTITUTE FOR BUILDING TEC	R730-BK1-1021	12/14/2021	INSPECTION FEES FOR OCTOBER 2021	2,175.00
Vendor 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY Total:				2,525.00
Vendor: 3108 - JC COMMUNICATIONS BEST RSVP INC				
407 CLARIBORNE SUITE 208				
OLATHE, KS 66062				
JC COMMUNICATIONS BEST R	2871A148	12/14/2021	AFTER HOURS ANSWERING SERVICE-11/5-12/2/2021	31.34
JC COMMUNICATIONS BEST R	2871A148	12/14/2021	AFTER HOURS ANSWERING SERVICE-11/5-12/2/2021	31.33
JC COMMUNICATIONS BEST R	2871A148	12/14/2021	AFTER HOURS ANSWERING SERVICE-11/5-12/2/2021	31.33
Vendor 3108 - JC COMMUNICATIONS BEST RSVP INC Total:				94.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 5345 - JOHNSON COUNTY WASTEWATER				
PO BOX 219948				
KANSAS CITY, MO 64121-9948				
JOHNSON COUNTY WASTEWA	0001379	12/14/2021	WW CHARGES 11/1-11/30/2021	331.43
Vendor 5345 - JOHNSON COUNTY WASTEWATER Total:				331.43
Vendor: 7899 - JUSTINE SPEASE				
2421 NORTH 86TH STREET				
KANSAS CITY, KS 66109				
JUSTINE SPEASE	0001344	12/14/2021	MILEAGE 10/6-11/17/2021	44.76
Vendor 7899 - JUSTINE SPEASE Total:				44.76
Vendor: 10523 - K & K CHEMICAL SUPPLY LLC				
P.O. Box 650				
EDWARDSVILLE, IL 62025-				
K & K CHEMICAL SUPPLY LLC	70179	12/14/2021	MICRO BLEND-WWTP	407.06
K & K CHEMICAL SUPPLY LLC	70283	12/14/2021	PUR AIR MINI-12 EACH	46.08
K & K CHEMICAL SUPPLY LLC	70283	12/14/2021	PUR AIR MINI-12 EACH	46.08
K & K CHEMICAL SUPPLY LLC	70283	12/14/2021	PUR AIR MINI-12 EACH	46.09
Vendor 10523 - K & K CHEMICAL SUPPLY LLC Total:				545.31
Vendor: 11037 - KANSAS STATE UNIVERSITY-KSVDL				
102 TROTTER HALL				
1710 DENISON AVE				
MANHATTAN, KS 66506-5601				
KANSAS STATE UNIVERSITY-KS	D1683542	12/14/2021	RABIES TEST	56.00
Vendor 11037 - KANSAS STATE UNIVERSITY-KSVDL Total:				56.00
Vendor: 11752 - KANSAS UNIVERSITY PHYSICIANS, INC				
2330 SHAWNEE MISSION PKWY				
SUITE 200,M MAIL STOP 5001				
WESTWOOD, KS 66205-				
KANSAS UNIVERSITY PHYSICIA	CI-1003371	12/14/2021	EMS MEDICAL DIRECTOR SEPT-NOV 2021	2,462.52
Vendor 11752 - KANSAS UNIVERSITY PHYSICIANS, INC Total:				2,462.52
Vendor: 11788 - KARINA CARLOS-CALDERON				
223 SHADYSIDE ST				
APT 101				
BONNER SPRINGS, KS 66012-				
KARINA CARLOS-CALDERON	33594105	12/14/2021	REFUND DEP-SOUTH PARK RENTAL-11/25/2021	250.00
Vendor 11788 - KARINA CARLOS-CALDERON Total:				250.00
Vendor: 10214 - KC AUCTION DIRECT LLC				
715 S 130TH STREET				
BONNER SPRINGS, KS 66012				
KC AUCTION DIRECT LLC	21167	12/14/2021	UNIT 42	89.95
KC AUCTION DIRECT LLC	21330	12/14/2021	UNIT 44	64.95
KC AUCTION DIRECT LLC	21344	12/14/2021	UNIT 56	20.00
KC AUCTION DIRECT LLC	21366	12/14/2021	UNIT 68	152.89
KC AUCTION DIRECT LLC	21376	12/14/2021	UNIT 65	44.95
Vendor 10214 - KC AUCTION DIRECT LLC Total:				372.74
Vendor: 3517 - KEY EQUIPMENT & SUPPLY CO				
P O BOX 790379				
ST. LOUIS, MO 63179				
KEY EQUIPMENT & SUPPLY C	KC201327	12/14/2021	STREET SWEEPER PARTS	17.28
Vendor 3517 - KEY EQUIPMENT & SUPPLY CO Total:				17.28
Vendor: 0418 - KWEA				
6209 SW 24TH TERRACE				
TOPEKA, KS 66614				
KWEA	0001356	12/14/2021	RENEW COLLECTION CLASS IV CERT-FEDEN	25.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
KWEA	0001356	12/14/2021	RENEW COLLECTION CLASS II CERT-V FEDEN	25.00
Vendor 0418 - KWEA Total:				50.00

Vendor: 3003 - LAKE OF THE FOREST INC

P.O. BOX 1424

TREASURER OF THE BOARD

BONNER SPRINGS, KS 66012

LAKE OF THE FOREST INC	DECEMBER 2012	12/14/2021	REFUSE SUBSIDY	247.00
Vendor 3003 - LAKE OF THE FOREST INC Total:				247.00

Vendor: 6837 - LAMAR TEXAS LIMITED PARTNERSHP THE LAMAR COMPANIES

PO BOX 96030

BATON ROUGE, LA 70896

LAMAR TEXAS LIMITED PARTN	113085005	12/14/2021	MONTHLY BILLBOARD LEASE PAYMENT	452.00
Vendor 6837 - LAMAR TEXAS LIMITED PARTNERSHP THE LAMAR COMPANIES Total:				452.00

Vendor: 3008 - LEAGUE OF KS MUNICIPALITIES KS ASSOC OF CITY CTY MGMT

300 SW 8TH AVE SUITE 100

TOPEKA, KS 66603-3951

LEAGUE OF KS MUNICIPALITIES	21-2772	12/14/2021	KACM CONFERENCE-VOGAN	175.00
LEAGUE OF KS MUNICIPALITIES	21-2891	12/14/2021	EMPLOYEE SERVICE AWARDS	1,442.14
Vendor 3008 - LEAGUE OF KS MUNICIPALITIES KS ASSOC OF CITY CTY MGMT Total:				1,617.14

Vendor: 11747 - LENEXA PARK & RECREATION

MARISA SHARTZER

17201 W. 87TH STREET PARKWAY

LENEXA, KS 66219-

LENEXA PARK & RECREATION	0001339	12/14/2021	GRAND O' OPRY DUO TRIP	530.20
LENEXA PARK & RECREATION	0001340	12/14/2021	SAC & FOX CASINO DUO TRIP	229.73
LENEXA PARK & RECREATION	0001341	12/14/2021	HOLIDAY LIGHTS TOUR DUO TRIP	399.10
LENEXA PARK & RECREATION	0001342	12/14/2021	MUSICAL THEATRE HERITAGE DUO TRIPS	564.00
Vendor 11747 - LENEXA PARK & RECREATION Total:				1,723.03

Vendor: 6250 - LEXIS NEXIS RISK DATA MGMT INC

BILLING ID 1240964

28330 NETWORK PLACE

CHICAGO, IL 60673-1283

LEXIS NEXIS RISK DATA MGMT	1240964-20211130	12/14/2021	NOVEMBER INVOICE	150.00
Vendor 6250 - LEXIS NEXIS RISK DATA MGMT INC Total:				150.00

Vendor: 11702 - LINAWEAVER CONSTRUCTION, INC

719 E. GILMAN ROAD

LANSING, KS 66043-

LINAWEAVER CONSTRUCTION	21-1201L(2)	12/14/2021	Sheidley Waterline Replacement Project	49,213.25
LINAWEAVER CONSTRUCTION	21-1201L(3)	12/14/2021	SHEIDLEY WATERLINE REPL PROJECT-ADDTL WORK	3,139.00
Vendor 11702 - LINAWEAVER CONSTRUCTION, INC Total:				52,352.25

Vendor: 8179 - LINK-LITE NETWORKING INC

6006 N CHESTNUT AVE

GLADSTONE, MO 64119

LINK-LITE NETWORKING INC	4198	12/14/2021	LAPTOP COMP	400.00
LINK-LITE NETWORKING INC	4198	12/14/2021	ISSUES,PRINTER SET UP,INCO	
LINK-LITE NETWORKING INC	4198	12/14/2021	LAPTOP COMP	175.00
LINK-LITE NETWORKING INC	4198	12/14/2021	ISSUES,PRINTER SET UP,INCO	
LINK-LITE NETWORKING INC	4198	12/14/2021	LAPTOP COMP	25.00
LINK-LITE NETWORKING INC	4198	12/14/2021	ISSUES,PRINTER SET UP,INCO	
LINK-LITE NETWORKING INC	4198	12/14/2021	LAPTOP COMP	50.00
LINK-LITE NETWORKING INC	4198	12/14/2021	ISSUES,PRINTER SET UP,INCO	
LINK-LITE NETWORKING INC	4198	12/14/2021	LAPTOP COMP	850.00
LINK-LITE NETWORKING INC	4199	12/14/2021	ISSUES,PRINTER SET UP,INCO	
LINK-LITE NETWORKING INC	4199	12/14/2021	PW OFFICE COMPUTER SERVICES	274.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
LINK-LITE NETWORKING INC	4200	12/14/2021	REMOTE/SERV, WIRELESS ROUTER & 2 LAPTOPS	5,415.00
LINK-LITE NETWORKING INC	4201	12/14/2021	IT SERVICES	450.00
LINK-LITE NETWORKING INC	4220	12/14/2021	MONTHLY SERVER MAINTENANCE	100.00
LINK-LITE NETWORKING INC	4262	12/14/2021	REMOTE/SERVICE	50.00
LINK-LITE NETWORKING INC	4263	12/14/2021	IT MAINTENANCE NEEDS	100.00
Vendor 8179 - LINK-LITE NETWORKING INC Total:				7,889.99

Vendor: 1836 - LOWE'S CREDIT SERVICES**P O BOX 530954****ATLANTA, GA 30353-0954**

LOWE'S CREDIT SERVICES	9015207	12/14/2021	RETURNED FAUCETS FOR LIBRARY	-188.10
LOWE'S CREDIT SERVICES	904211	12/14/2021	SHUT OFF VALVE FOR FAUCET @ LIBRARY	7.60
LOWE'S CREDIT SERVICES	904835	12/14/2021	OUTLETS FOR POLES DOWNTOWN	86.62
LOWE'S CREDIT SERVICES	904835	12/14/2021	FAUCETS FOR LIBRARY	188.10
LOWE'S CREDIT SERVICES	904920	12/14/2021	SUPPLIES-WIRE FOR BOX TO POLE AT 3RD & OAK	127.50
Vendor 1836 - LOWE'S CREDIT SERVICES Total:				221.72

Vendor: 10558 - MAGGIE BLAINE**303 S. BLUEGRASS DRIVE****BONNER SPRINGS, KS 66012**

MAGGIE BLAINE	33695092	12/14/2021	REFUND DEPOSIT- SYMNASIUUM RENTAL 12/5/21	100.00
Vendor 10558 - MAGGIE BLAINE Total:				100.00

Vendor: 6251 - MARK STITES**166 CORNELL****BONNER SPRINGS, KS 66012**

MARK STITES	0001353	12/14/2021	KACE CODES CONFERENCE/MEALS PER DIEM	110.00
MARK STITES	0001353	12/14/2021	KACE CODES CONFERENCE/TOLLS	7.00
Vendor 6251 - MARK STITES Total:				117.00

Vendor: 4864 - MATRIX MEDIA INC**P.O. BOX 48193****WICHITA, KS 67201-**

MATRIX MEDIA INC	22-00331	12/14/2021	2022 AD IN KANSAS TRAVEL MAGAZINE	950.00
Vendor 4864 - MATRIX MEDIA INC Total:				950.00

Vendor: 7347 - MCGUIRE ELECTRIC, LLC**P.O. BOX 402****TONGANOXIE, KS 66086**

MCGUIRE ELECTRIC, LLC	3858	12/14/2021	WATER PLANT CHLORINE BOOSTER PUMP VFD	467.50
MCGUIRE ELECTRIC, LLC	3877	12/14/2021	BACK UP VFD	1,100.00
MCGUIRE ELECTRIC, LLC	3878	12/14/2021	LABOR-DOWNTOWN STREETLIGHTS & PWR WORK DONE	680.00
MCGUIRE ELECTRIC, LLC	3879	12/14/2021	SERVICE CAAL-ADJUST VFD	170.00
MCGUIRE ELECTRIC, LLC	3890	12/14/2021	CHRISTMAS LIGHTS ELECTRICAL ISSUE	2,311.86
Vendor 7347 - MCGUIRE ELECTRIC, LLC Total:				4,729.36

Vendor: 10417 - MCKESSON MEDICAL-SURGICAL INC**PO BOX 936279****ATLANTA, GA 31193-6279**

MCKESSON MEDICAL-SURGIC	18824567	12/14/2021	MEDICAL SUPPLIES	102.55
Vendor 10417 - MCKESSON MEDICAL-SURGICAL INC Total:				102.55

Expense Approval Report

Payment Dates: 12/14/2021 - 12/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 6137 - METRO COURIER INC				
P O BOX 175				
WICHITA, KS 67201				
METRO COURIER INC	10589	12/14/2021	SAMPLE DELIVERIES - 10/20/2021	16.60
METRO COURIER INC	11142	12/14/2021	SAMPLE DELIVERIES 11/10/2021	19.14
Vendor 6137 - METRO COURIER INC Total:				35.74
Vendor: 8001 - MIDWEST PUBLIC RISK				
19400 E VALLEY VIEW PARKWAY				
INDEPENDENCE, MO 64055				
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	1,530.00
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	603.68
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	11,943.61
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	139.20
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	5,781.17
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	1,276.45
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	2,130.40
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	3,935.86
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	7,307.29
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	1,879.35
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	2,600.00
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	24,377.54
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	8,233.43
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	6,016.85
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	5,186.45
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	1,480.40
MIDWEST PUBLIC RISK	0001355	12/14/2021	DECEMBER HEALTH, DENTAL & VISION INSURANCE	3,064.32
Vendor 8001 - MIDWEST PUBLIC RISK Total:				87,486.00
Vendor: 6849 - MJV-A LLC				
TARA HAMPTON				
13613 S US 71 HWY.				
GRANDVIEW, MO 64030				
MJV-A LLC	123400-103121	12/14/2021	UNIFORM CLEANING	201.00
Vendor 6849 - MJV-A LLC Total:				201.00
Vendor: 7935 - NANCY L. GOSS				
15803 154TH ST				
BONNER SPRINGS, KS 66012				
NANCY L. GOSS	120721	12/14/2021	QUARTERLY PEST CONTROL- COMMUNITY CTR	175.00
Vendor 7935 - NANCY L. GOSS Total:				175.00

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Payment Dates: 12/14/2021 - 12/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC				
BENEFITS DIRECT				
4551 W. 107TH STREET STE 310				
OVERLAND PARK, KS 66207				
NATIONAL INSURANCE MARK	A011301	12/14/2021	DECEMBER PAYROLL DEDUCTIONS	1,239.43
Vendor 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC Total:				1,239.43
Vendor: 3938 - NEBRASKA FURNITURE MART				
PO BOX 3000				
OMAHA, NE 68103				
NEBRASKA FURNITURE MART	44263159	12/14/2021	WATER FILTERS FOR BREAKROOM REFRIGERATOR	85.67
Vendor 3938 - NEBRASKA FURNITURE MART Total:				85.67
Vendor: 3094 - NORRIS EQUIPMENT CO LLC				
604 E MAIN				
GARDNER, KS 66030				
NORRIS EQUIPMENT CO LLC	67359	12/14/2021	DRIVE SHAFT SLEEVE GRASSHOPPER #660	258.37
Vendor 3094 - NORRIS EQUIPMENT CO LLC Total:				258.37
Vendor: 10955 - OFFICE OF ACCOUNTS AND REPORTS MUNICIPAL SERVICES SECTION				
700 SW HARRISON, SUITE 300				
TOPEKA, KS 66612				
OFFICE OF ACCOUNTS AND R	0001385	12/14/2021	2020 AUDIT FILING FEE	175.00
Vendor 10955 - OFFICE OF ACCOUNTS AND REPORTS MUNICIPAL SERVICES SECTION Total:				175.00
Vendor: 0947 - O'REILLY AUTO STORES INC				
P O BOX 9464				
SPRINGFIELD, MO 65801-9464				
O'REILLY AUTO STORES INC	264-105927	12/14/2021	UNIT 65	33.97
O'REILLY AUTO STORES INC	264-109322	12/14/2021	COPPER PLUG,MOTOR TREATMENT	21.87
O'REILLY AUTO STORES INC	264-112753	12/14/2021	OIL-FUNNEL	23.47
O'REILLY AUTO STORES INC	264-114819	12/14/2021	LIGHT BULB FOR VID 585	11.39
O'REILLY AUTO STORES INC	264-114950	12/14/2021	UNIT 30	7.33
O'REILLY AUTO STORES INC	264-114955	12/14/2021	UNIT 30	6.99
O'REILLY AUTO STORES INC	264-117602	12/14/2021	UNIT 69	8.99
Vendor 0947 - O'REILLY AUTO STORES INC Total:				114.01
Vendor: 10883 - P HEARTLAND PLUMBING				
PO BOX 19084				
LENEXA, KS 66215-				
P HEARTLAND PLUMBING	2016-1448	12/14/2021	HTOA DUES	175.00
Vendor 10883 - P HEARTLAND PLUMBING Total:				175.00
Vendor: 2955 - P.B. HOIDALE CO. INC				
PO BOX 12104				
WICHITA, KS 67277-2104				
P.B. HOIDALE CO. INC	1114031	12/14/2021	MONTHLY FUEL TRANK INSPECTION/WALK THRU	176.30
P.B. HOIDALE CO. INC	1114177	12/14/2021	MONTHLY PMI FOR OCT-WORK PERFORMED 10/26/20	185.00
Vendor 2955 - P.B. HOIDALE CO. INC Total:				361.30
Vendor: 11541 - PEREGRINE CORPORATION				
PO BOX 14190				
MONROE, LA 71207-4190				
PEREGRINE CORPORATION	453714	12/14/2021	SECT 2 NOV UTIL BILLS (1028/989)	520.95
PEREGRINE CORPORATION	455151	12/14/2021	SECT 4 UTIL BILLS (1055/1020)	536.79
PEREGRINE CORPORATION	455408	12/14/2021	SECT 5 NOV UTIL BILLS (707/674)	355.64
Vendor 11541 - PEREGRINE CORPORATION Total:				1,413.38

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Payment Dates: 12/14/2021 - 12/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 6374 - POLYDYNE INC				
P O BOX 404642				
ATLANTA, GA 30384-4642				
POLYDYNE INC	1591629	12/14/2021	POLYMNER FOR WWTP PRESS	2,196.00
Vendor 6374 - POLYDYNE INC Total:				2,196.00
Vendor: 7889 - PREMIER AUTOMOTIVE OF BS LLC				
1800 N 100TH TERR				
KANSAS CITY, KS 66109				
PREMIER AUTOMOTIVE OF BS	629613/1	12/14/2021	1-TIRE REPLACE DRIVE SHAFT-2523	1,502.63
PREMIER AUTOMOTIVE OF BS	630631/1	12/14/2021	VEHICLE INSPECTION-2502	198.06
PREMIER AUTOMOTIVE OF BS	631311/1	12/14/2021	TIRE REPAIR	84.03
PREMIER AUTOMOTIVE OF BS	633084/1	12/14/2021	INSTALL-SENSOR ASY,3 WAY CONNECTOR	715.70
PREMIER AUTOMOTIVE OF BS	CM0000103	12/14/2021	REFUND TAX REFUND	-149.24
Vendor 7889 - PREMIER AUTOMOTIVE OF BS LLC Total:				2,351.18
Vendor: 1005 - PREMIER CONTRACTING INC				
3940 S FERREE ST				
KANSAS CITY, KS 66103				
PREMIER CONTRACTING INC	33188	12/14/2021	REPLACE ROOF,GUTTERS & DWNSPT AT COMM CTR	4,819.50
PREMIER CONTRACTING INC	33189	12/14/2021	Change Order on PO # 48892-Replace Wet Insulation	5,355.00
PREMIER CONTRACTING INC	33189-1	12/14/2021	REPLACE ROOF,GUTTERS & DWNSPT AT COMM CTR	1,380.50
Vendor 1005 - PREMIER CONTRACTING INC Total:				11,555.00
Vendor: 11091 - QUADIENT FINANCE USA INC				
PO BOX 6813				
CAROL STREAM, IL 60197-6813				
QUADIENT FINANCE USA INC	0001343	12/14/2021	POSTAGE FOR ACCT#8038501	820.00
Vendor 11091 - QUADIENT FINANCE USA INC Total:				820.00
Vendor: 11265 - QUADIENT LEASING USA INC				
PO BOX 123682 DEPT 3682				
DALLAS, TX 75312-3682				
QUADIENT LEASING USA INC	N9138753	12/14/2021	POSTAGE METER LEASING-12/15/2021	390.00
QUADIENT LEASING USA INC	N9138753	12/14/2021	POSTAGE METER LEASING-9/15/2021	390.00
Vendor 11265 - QUADIENT LEASING USA INC Total:				780.00
Vendor: 10030 - QUALITY SPEAKS, LLC				
LOCKBOX NUMBER 912738				
PO BOX 31001-2738				
PASADENA, CA 91110-2738				
QUALITY SPEAKS, LLC	6815773	12/14/2021	PHONE BILL	63.41
QUALITY SPEAKS, LLC	6824830	12/14/2021	PHONE FEES 12/7-01/7/2022	65.46
Vendor 10030 - QUALITY SPEAKS, LLC Total:				128.87
Vendor: 0753 - RAYNOR GARAGE DOORS				
8235 MCCOY STREET				
SHAWNEE, KS 66227				
RAYNOR GARAGE DOORS	2135200	12/14/2021	SHOP DOOR-PW	245.00
Vendor 0753 - RAYNOR GARAGE DOORS Total:				245.00
Vendor: 11751 - REBUILD-IT SERVICES GROUP, LLC				
P.O. BOX 1493				
WEST JORDAN, UT 84084-				
REBUILD-IT SERVICES GROUP,	11579	12/14/2021	REPAIR PARTS-WWTP	468.57
Vendor 11751 - REBUILD-IT SERVICES GROUP, LLC Total:				468.57

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Payment Dates: 12/14/2021 - 12/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 10641 - REDISHRED KANSAS INC PROSHRED SECURITY				
3052 S 24TH STREET				
KANSAS CITY, KS 66106				
REDISHRED KANSAS INC PROS	100294052	12/14/2021	SHREDDING SERVICES	52.00
Vendor 10641 - REDISHRED KANSAS INC PROSHRED SECURITY Total:				52.00
Vendor: 6838 - REJIS COMMISSION REGIONAL JUSTICE INFORMATION				
4255 W PINE BLVD.,				
ST. LOUIS, MO 63108-2803				
REJIS COMMISSION REGIONA	465334	12/14/2021	MONTHLY MAINTENANCE & SUPPORT	1,099.08
Vendor 6838 - REJIS COMMISSION REGIONAL JUSTICE INFORMATION Total:				1,099.08
Vendor: 6010 - SCHUETZ CONSTRUCTION				
14833 142ND ST				
BONNER SPGS, KS 66012				
SCHUETZ CONSTRUCTION	4333	12/14/2021	FIX WATER LEAK IN METER VALUT BY WESTLAKE	1,058.00
Vendor 6010 - SCHUETZ CONSTRUCTION Total:				1,058.00
Vendor: 8822 - SHAWNEE MISSION FORD INC				
PO BOX 3179				
SHAWNEE, KS 66203-				
SHAWNEE MISSION FORD INC	637447/1	12/14/2021	REPAIR ON VID #552	748.52
SHAWNEE MISSION FORD INC	646374-2	12/14/2021	UNIT 52	50.00
Vendor 8822 - SHAWNEE MISSION FORD INC Total:				798.52
Vendor: 9824 - STRYKER SALES CORP				
PO BOX 93308				
CHICAGO, IL 60673				
STRYKER SALES CORP	3571538M	12/14/2021	POWER LOAD	398.00
STRYKER SALES CORP	3572541M	12/14/2021	POWER COT 6500	249.00
Vendor 9824 - STRYKER SALES CORP Total:				647.00
Vendor: 7965 - SUNBELT RENTALS, INC				
PO BOX 409211				
ATLANTA, GA 30384-9211				
SUNBELT RENTALS, INC	119230653-0001	12/14/2021	Emergency Bypass pumping equipment for WWTP repair	4,804.48
SUNBELT RENTALS, INC	119230653-001	12/14/2021	EMER.BYPASS PUMPING EQUIP FOR WWTP REPAIR	2,715.74
Vendor 7965 - SUNBELT RENTALS, INC Total:				7,520.22
Vendor: 0766 - T A STOLFUS DVM				
521 LINDA LANE				
BONNER SPRINGS, KS 66012				
T A STOLFUS DVM	NOVEMBER 2021	12/14/2021	BOARDING	512.00
T A STOLFUS DVM	OCTOBER 2021	12/14/2021	BOARDING-OCTOBER 2021	128.00
Vendor 0766 - T A STOLFUS DVM Total:				640.00
Vendor: 10879 - TEUTONIC HOLDINGS LLC SYNDEO LLC DBA BROADVOICE				
LOCKBOX NUMBER 912726				
PO BOX 31001-2726				
PASADENA, CA 91110				
TEUTONIC HOLDINGS LLC SYN	187848	12/14/2021	PHONE SERVICE 200 E 3RD 12/7-1/6/2022	198.06
Vendor 10879 - TEUTONIC HOLDINGS LLC SYNDEO LLC DBA BROADVOICE Total:				198.06
Vendor: 10854 - THE JATH GROUP, INC				
PO BOX 9258				
OVERLAND PARK, KS 66201-				
THE JATH GROUP, INC	51219	12/14/2021	CITY HALL CUSTODIAL CLEANING	620.00
THE JATH GROUP, INC	53695	12/14/2021	CLEANING AT SOUTH PARK- 11/11,11/13,11/20,11/25/20	500.00
THE JATH GROUP, INC	53807	12/14/2021	JANITORIAL SERVICE-CITY HALL 12/1-12/31/2021	1,870.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
THE JATH GROUP, INC	53808	12/14/2021	JANITORIAL SERVICE- 12/1-12/31/2021	1,480.00
THE JATH GROUP, INC	53809	12/14/2021	JANITORIAL CLEANING-PW 12/1-12/31/2021	222.50
THE JATH GROUP, INC	53809	12/14/2021	JANITORIAL CLEANING-PW 12/1-12/31/2021	222.50
THE JATH GROUP, INC	53810	12/14/2021	PD CLEANING	1,155.00
THE JATH GROUP, INC	S-10097	12/14/2021	PD SUPPLIES	141.62
THE JATH GROUP, INC	S-9223	12/14/2021	CITY HALL CUSTODIAL SUPPLIES	353.65
Vendor 10854 - THE JATH GROUP, INC Total:				6,565.27

Vendor: 7636 - TIME WARNER CABLE

P.O. BOX 6030

CAROL STREAM, IL 60197-6030

TIME WARNER CABLE	100622111721	12/14/2021	SERVICE FEE	324.98
Vendor 7636 - TIME WARNER CABLE Total:				324.98

Vendor: 11042 - TINBERG TURF INC TINBERG HARDSCAPES

PO BOX 143

BONNER SPRINGS, KS 66012

TINBERG TURF INC TINBERG H	44164	12/14/2021	IRRIGATION REPAIR-CENTENNIAL PARK	541.80
Vendor 11042 - TINBERG TURF INC TINBERG HARDSCAPES Total:				541.80

Vendor: 6802 - TOTAL ELECTRIC CONTRACTORS INC

PO BOX 13247

EDWARDSVILLE, KS 66113

TOTAL ELECTRIC CONTRACTO	11632	12/14/2021	TRAFFIC SIGNAL-K-7 & 130TH 10/29/21	376.00
TOTAL ELECTRIC CONTRACTO	11633	12/14/2021	TRAFFIC SIGNAL-K-7 & 130TH 10/30/21	278.00
Vendor 6802 - TOTAL ELECTRIC CONTRACTORS INC Total:				654.00

Vendor: 11556 - U.S. BANK EQUIPMENT FINANCE

P.O. BOX 790448

ST. LOUIS, MO 63179-0448

U.S. BANK EQUIPMENT FINAN	458645579	12/14/2021	MONTHLY COPIER RENTAL 11/17-12/17/2021	127.07
U.S. BANK EQUIPMENT FINAN	458645579	12/14/2021	MONTHLY COPIER RENTAL 11/17-12/17/2021	127.07
U.S. BANK EQUIPMENT FINAN	458867447	12/14/2021	CONTRACT FEES	196.12
U.S. BANK EQUIPMENT FINAN	458867850	12/14/2021	PRINTER LEASE	270.95
Vendor 11556 - U.S. BANK EQUIPMENT FINANCE Total:				721.21

Vendor: 3025 - U.S. VENTURE, INC

7984 SOLUTION CENTER

CHICAGO, IL 60677-7009

U.S. VENTURE, INC	1977193	12/14/2021	FLEET TIRES	975.44
Vendor 3025 - U.S. VENTURE, INC Total:				975.44

Vendor: 6819 - UNIFIRST CORPORATION

1801 N CORRINGTON AVE

KANSAS CITY, MO 64120

UNIFIRST CORPORATION	226 0679962	12/14/2021	BLDG MAINT/RESTROOM SUPPLIES	18.02
UNIFIRST CORPORATION	226 0679962	12/14/2021	UNIFORM RENTALS	50.60
UNIFIRST CORPORATION	226 0679962	12/14/2021	UNIFORM RENTALS	29.81
UNIFIRST CORPORATION	226 0679962	12/14/2021	BLDG MAINT/RESTROOM SUPPLIES	18.03
UNIFIRST CORPORATION	226 0679962	12/14/2021	UNIFORM RENTALS	53.44
UNIFIRST CORPORATION	226 0680781	12/14/2021	BLDG MAINT/RESTROOM SUPPLIES-WWTP	56.30
UNIFIRST CORPORATION	226 0680859	12/14/2021	BLDG MAINT/RESTROOM SUPPLIES	40.51
UNIFIRST CORPORATION	226 0680859	12/14/2021	UNIFORM RENTALS	60.05
UNIFIRST CORPORATION	226 0680859	12/14/2021	UNIFORM RENTALS	22.11

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Payment Dates: 12/14/2021 - 12/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
UNIFIRST CORPORATION	226 0680859	12/14/2021	BLDG MAINT/RESTROOM SUPPLIES	40.50
UNIFIRST CORPORATION	226 0680859	12/14/2021	UNIFORM RENTALS	52.03
UNIFIRST CORPORATION	226 0681755	12/14/2021	BLDG MAINT/RESTROOM SUPPLIES	18.02
UNIFIRST CORPORATION	226 0681755	12/14/2021	UNIFORM RENTALS	50.60
UNIFIRST CORPORATION	226 0681755	12/14/2021	UNIFORM RENTALS	22.11
UNIFIRST CORPORATION	226 0681755	12/14/2021	BLDG MAINT/RESTROOM SUPPLIES	18.03
UNIFIRST CORPORATION	226 0681755	12/14/2021	UNIFORM RENTALS	59.73
UNIFIRST CORPORATION	226 0683483	12/14/2021	BLDG MAINT/RESTROOM SUPPLIES	18.02
UNIFIRST CORPORATION	226 0683483	12/14/2021	UNIFORM RENTALS	80.96
UNIFIRST CORPORATION	226 0683483	12/14/2021	UNIFORM RENTALS	22.11
UNIFIRST CORPORATION	226 0683483	12/14/2021	BLDG MAINT/RESTROOM SUPPLIES	18.03
UNIFIRST CORPORATION	226 0683483	12/14/2021	UNIFORM RENTALS	53.44
UNIFIRST CORPORATION	226-0665533 (A)	12/14/2021	UNIFORM RENTALS	31.39
UNIFIRST CORPORATION	226-0665533 (A)	12/14/2021	UNIFORM RENTALS	31.39
UNIFIRST CORPORATION	226-0665533 (A)	12/14/2021	UNIFORM RENTALS	31.40
UNIFIRST CORPORATION	226-0682551	12/14/2021	BLDG MAINT/RESTROOM SUPPLIES/ WWTP	55.58
UNIFIRST CORPORATION	226-0682631	12/14/2021	BLDG MAINT/RESTROOM SUPPLIES	40.51
UNIFIRST CORPORATION	226-0682631	12/14/2021	UNIFORM RENTALS	66.88
UNIFIRST CORPORATION	226-0682631	12/14/2021	UNIFORM RENTALS	31.56
UNIFIRST CORPORATION	226-0682631	12/14/2021	BLDG MAINT/RESTROOM SUPPLIES	40.50
UNIFIRST CORPORATION	226-0682631	12/14/2021	UNIFORM RENTALS	52.03
Vendor 6819 - UNIFIRST CORPORATION Total:				1,183.69

Vendor: 4137 - UNIVERSITY OF KS HOSPITAL AUTH
PO BOX 958701
ST LOUIS, MO 63195-8701

UNIVERSITY OF KS HOSPITAL	00300641-00	12/14/2021	PX RESP PHY/SPROMETRY-PX POST PHY-AUDIO(2)	159.00
UNIVERSITY OF KS HOSPITAL	00300641-00	12/14/2021	PX RESP PHY/SPROMETRY-PX POST PHY-AUDIO(2)	104.00
UNIVERSITY OF KS HOSPITAL	00300641-00	12/14/2021	PX RESP PHY/SPROMETRY-PX POST PHY-AUDIO(2)	104.00
UNIVERSITY OF KS HOSPITAL	00300856-00	12/14/2021	PX PERIODIC PHY/TEST AUDIOMETRIC	104.00
Vendor 4137 - UNIVERSITY OF KS HOSPITAL AUTH Total:				471.00

Vendor: 3078 - USA BLUE BOOK
P O BOX 9004
GURNEE, IL 60031-9004

USA BLUE BOOK	795778	12/14/2021	WTP-LAB/CHEMICALS	712.47
Vendor 3078 - USA BLUE BOOK Total:				712.47

Vendor: 0915 - VERIZON WIRELESS
P.O. BOX 16810

VERIZON WIRELESS	9892456892	12/14/2021	MONTHLY CHG/LIFT STATIONS COMM 10/9-11/9/2021	200.05
Vendor 0915 - VERIZON WIRELESS Total:				200.05

Vendor: 11417 - VLP AN EQUIPMENTSHARE COMPANY
5710 BULL RUN DRIVE
COLUMBIA, MO 65201-

VLP AN EQUIPMENTSHARE C	1268023-000	12/14/2021	EMER. REPAIR-PU PART IN M	61.23
Vendor 11417 - VLP AN EQUIPMENTSHARE COMPANY Total:				61.23

Expense Approval Report

Payment Dates: 12/14/2021 - 12/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 1315 - WALMART COMMUNITY GECRB-CLOSED ACCT				
P O BOX 530934				
ATLANTA, GA 30353-0934				
WALMART COMMUNITY GEC	0001346	12/14/2021	NOTEBOOK FOLDERS	10.00
WALMART COMMUNITY GEC	0001347	12/14/2021	POST IT NOTES FOR CC REC	11.86
WALMART COMMUNITY GEC	0001347	12/14/2021	LITTLE CHEF FOOD WEEK 3	18.84
WALMART COMMUNITY GEC	0001348	12/14/2021	HALLOWEEN SUPPLIES FOR PD LOBBY	16.70
WALMART COMMUNITY GEC	0001349	12/14/2021	HALLOWEEN CANDY	198.34
WALMART COMMUNITY GEC	0001350	12/14/2021	TRUNK OR TREAT SUPPLIES	35.00
WALMART COMMUNITY GEC	0001351	12/14/2021	NAME TAGS FOR TRIPS	3.84
Vendor 1315 - WALMART COMMUNITY GECRB-CLOSED ACCT Total:				294.58
Vendor: 7375 - WATCHMEN SECURITY SERVICES				
10312 E. 63RD TERRACE				
RAYTOWN, MO 64133				
WATCHMEN SECURITY SERVIC	60952	12/14/2021	SECURITY & FIRE ALARM MONITORING THE CC	114.00
WATCHMEN SECURITY SERVIC	61224	12/14/2021	SECURITY ALARM MONITORING FOR POOL	50.00
Vendor 7375 - WATCHMEN SECURITY SERVICES Total:				164.00
Vendor: 2845 - WATTS UP				
9320 JOHNSON DR				
MERRIAM, KS 66203				
WATTS UP	402627	12/14/2021	FIRE STAT PKG LOT POLE/CITYENTRANCE SIGN LIGHTS	175.60
WATTS UP	402627	12/14/2021	FIRE STAT PKG LOT POLE/CITYENTRANCE SIGN LIGHTS	212.00
Vendor 2845 - WATTS UP Total:				387.60
Vendor: 11601 - WESTPORT POOLS INC				
156 WELDON PARKWAY				
MARYLAND HEIGHTS, MO 63043-				
WESTPORT POOLS INC	469735	12/14/2021	Pool Filter Replacement	63,550.00
Vendor 11601 - WESTPORT POOLS INC Total:				63,550.00
Vendor: 11421 - WEX INC.				
PO BOX 6293				
CAROL STREAM, IL 60197-6293				
WEX INC.	76430709	12/14/2021	WEX FUEL-CODES ENFORCEMENT	164.64
WEX INC.	76430709	12/14/2021	WEX FUEL-FIRE/EMS	349.67
WEX INC.	76430709	12/14/2021	WEX FUEL-POLICE	4,877.59
WEX INC.	76430709	12/14/2021	WEX FUEL-PUBLIC WORKS	645.63
WEX INC.	76430709	12/14/2021	WEX FUEL-WASTE WATER	731.46
WEX INC.	76430709	12/14/2021	WEX FUEL-TIBLOW TRANSIT	473.90
Vendor 11421 - WEX INC. Total:				7,242.89
Vendor: 8411 - WILSON & COMPANY ENGINEERS				
PO BOX 75126				
CHICAGO, IL 60675-5126				
WILSON & COMPANY ENGINE	101226	12/14/2021	138th Street Project - Supplemental Agreement No	1,767.50
WILSON & COMPANY ENGINE	101227	12/14/2021	Engineering for CCLIP Project Compliance	3,366.00
WILSON & COMPANY ENGINE	101233	12/14/2021	WAYFINDING SIGN PLANS	2,966.00
WILSON & COMPANY ENGINE	101233 2	12/14/2021	PW-STORMWATER SERVICES	14,515.97
WILSON & COMPANY ENGINE	1014233-1	12/14/2021	PLANNING-DEVELOPMENTS REVIEW(MULTI PROJECTS)	4,869.00

Expense Approval Report

Payment Dates: 12/14/2021 - 12/14/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
WILSON & COMPANY ENGINE	101918	12/14/2021	INSPECTION FEES-OLD DOMINION FL	864.40
Vendor 8411 - WILSON & COMPANY ENGINEERS Total:				28,348.87
Grand Total:				645,304.37

Report Summary

Fund Summary

Fund	Payment Amount
029 - Water Treatment Plant	88,535.00
030 - Govt Services Center - 1918 Bldg	5,397.97
050 - InspectEngineering-Reimbursement	864.40
071 - Payroll Clearing	15,456.85
072 - Clearing Fund	820.00
075 - Senior Ctr Activities	1,726.87
078 - Bonner Beautiful Trust Fund	10.00
300 - General Fund	203,200.20
410 - Solidwaste	37,729.48
420 - Wastewater Coll & Treat	61,178.89
430 - Water Treat & Distribu	120,224.80
497 - Cemetery Fund	2,289.32
505 - Convention & Tourism	3,713.86
525 - Library	3,071.92
540 - Senior Center	452.06
550 - Special Parks & Rec	63,550.00
555 - Street Projects	11,133.50
565 - Summer Recreation	23.84
570 - Swimming Pool	50.00
575 - Tiblow Transit	473.90
590 - Stormwater Utility	14,515.97
610 - Equipment Reserve Fund	10,885.54
Grand Total:	645,304.37

Account Summary

Account Number	Account Name	Payment Amount
029-000-000-702250	ENGINEERING	1,320.00
029-000-000-702254	ENGINEERING DESIGN	87,215.00
030-450-000-704200	OFFICE FURNITURE	4,997.97
030-450-000-704700	COMPUTER EQ/HARDW	400.00
050-000-000-702250	ENGINEERING	864.40
071-000-000-021330	DENTAL INSURANCE	1,530.00
071-000-000-021332	HEALTH INSURANCE	12,547.29
071-000-000-021335	VISION INSURANCE PAYA	139.20
071-000-000-021379	DISABILITY/CANCER/ACC	1,239.43
071-000-000-021390	NET PAY	0.93
072-940-000-702010	POSTAGE	820.00
075-000-000-702426	SENIOR TRIPS	1,726.87
078-000-000-703800	OTHER SUPPLIES	10.00
300-000-000-021400	ROOM RENTAL DEPOSIT	650.00
300-000-000-021960	ENCUMBERANCES OUTS	11,555.00
300-125-000-701610	HEALTH INSURANCE	5,781.17
300-125-000-702351	LEASE FEES/AUDIT	175.00
300-125-000-702373	COMPUTER SERVICES &	175.00
300-125-000-702484	Utility Bill Printing & Mai	1,413.38
300-130-000-702023	TELEPHONE/MOBILE/PA	423.14
300-130-000-702513	CUSTODIAL SERVICES	2,490.00
300-130-000-702765	BUILDING/GROUNDS M	454.63
300-130-000-703200	JANITORIAL SUPPLIES	638.45
300-130-000-703800	OTHER SUPPLIES	85.67
300-145-000-701610	HEALTH INSURANCE	1,276.45
300-145-000-702023	TELEPHONE/MOBILE/PA	95.33
300-145-000-702235	BACKGROUND CHECKS	35.00
300-145-000-702373	COMPUTER SERVICES &	25.00
300-145-000-702503	POSTAGE EQUIP RENTAL	780.00
300-150-000-703190	AWARDS	1,442.14
300-155-000-701610	HEALTH INSURANCE	2,130.40

Account Summary

Account Number	Account Name	Payment Amount
300-155-000-702551	HEALTH INCENTIVES	2,383.47
300-155-000-702556	WEB HOSTING/MAINT F	1,681.50
300-157-000-701610	HEALTH INSURANCE	3,935.86
300-157-000-702161	PROF DEVELOP/TRAVEL/	292.00
300-157-000-702280	PLAN REVIEW FEES	350.00
300-157-000-702281	BUILDING CODE INSPEC	2,175.00
300-157-000-702373	COMPUTER SERVICES &	50.00
300-157-000-702400	BOARDS & LOCAL MEETI	10.00
300-157-000-702535	CITY ENGINEER FEES	7,835.00
300-157-000-703420	VEHICLE FUEL/SUPPLIES	164.64
300-165-000-701610	HEALTH INSURANCE	7,307.29
300-165-000-702023	TELEPHONE/MOBILE/PA	690.65
300-165-000-702299	MEDICAL SERVICES	350.25
300-165-000-702318	MEDICAL DIRECTOR	2,462.52
300-165-000-702455	BILLING SERVICES	1,473.85
300-165-000-702515	VEHICLE MAINT/REPAIRS	2,396.52
300-165-000-702591	EQUIPMENT MAINT/REP	1,072.86
300-165-000-702765	BUILDING/GROUNDS M	315.43
300-165-000-703025	OFFICE/COMPUTER/COP	394.46
300-165-000-703250	MEDICAL SUPPLIES	645.75
300-165-000-703420	VEHICLE FUEL/SUPPLIES	349.67
300-165-000-703430	OXYGEN	29.70
300-165-000-703760	OPERATING MATERIALS	57.98
300-165-000-704074	CARDIAC MONITOR	40,206.80
300-165-000-704700	COMPUTER EQUIP/HAR	5,465.00
300-170-000-701610	HEALTH INSURANCE	1,879.35
300-170-000-702244	SOFTWARE MAINT AGRE	1,099.08
300-170-000-704712	COMPUTER SOFTWARE	850.00
300-175-000-701610	HEALTH INSURANCE	2,600.00
300-175-000-702023	TELEPHONE/MOBILE/PA	480.75
300-175-000-702122	MILEAGE/CAR ALLOWA	44.76
300-175-000-702373	COMPUTER SERVICES &	114.00
300-175-000-702500	EQUIPMENT RENTAL	688.64
300-175-000-702513	CUSTODIAL SERVICES	1,980.00
300-175-000-702765	BUILDING/GROUNDS M	375.00
300-175-000-702925	UTILITIES EXP	69.78
300-175-000-703042	BUILDING SUPPLIES/REP	11.86
300-185-000-701610	HEALTH INSURANCE	24,377.54
300-185-000-702023	TELEPHONE/MOBILE/PA	63.41
300-185-000-702177	POLICIES SERVICE AGREE	360.00
300-185-000-702244	SOFTWARE MAINT AGRE	999.00
300-185-000-702299	MEDICAL SERVICES	418.25
300-185-000-702333	INVESTIGATIVE ACCESS	150.00
300-185-000-702373	COMPUTER SERVICES &	650.00
300-185-000-702390	VET SERVICES	696.00
300-185-000-702391	SHELTER SERVICES	66.35
300-185-000-702485	PRINTING/PUBLICATION	52.00
300-185-000-702513	CUSTODIAL SERVICES	1,296.62
300-185-000-702515	VEHICLE MAINT/REPAIRS	609.97
300-185-000-702591	EQUIPMENT MAINT/REP	1,789.65
300-185-000-702765	BUILDING/GROUNDS M	4,540.43
300-185-000-702771	PRE HIRING TESTS	262.70
300-185-000-702786	COPIER LEASE	270.95
300-185-000-702840	UNIFORM CLEANING	201.00
300-185-000-702925	UTILITIES EXP	2,807.69
300-185-000-703025	OFFICE/COMPUTER/COP	41.57
300-185-000-703175	UNIFORMS/PROTECTIVE	681.94
300-185-000-703250	MEDICAL SUPPLIES	44.58

Account Summary

Account Number	Account Name	Payment Amount
300-185-000-703420	VEHICLE FUEL/SUPPLIES	6,033.52
300-185-000-703522	EVIDENCE MATERIALS	64.00
300-185-000-703760	OPERATING MATERIALS	944.15
300-190-000-701610	HEALTH INSURANCE	8,233.43
300-190-000-702023	TELEPHONE/MOBILE/PA	31.34
300-190-000-702269	PARKS MAINT/REPAIRS	541.80
300-190-000-702299	MEDICAL SERVICES	5.50
300-190-000-702373	COMPUTER SERVICES &	576.70
300-190-000-702500	EQUIPMENT RENTAL	116.67
300-190-000-702513	CUSTODIAL SERVICES	222.50
300-190-000-702515	VEHICLE MAINT/REPAIRS	4,825.04
300-190-000-702516	TRAFFIC SIGNAL MAINTENANCE	654.00
300-190-000-702765	BUILDING/GROUNDS MAINTENANCE	1,925.60
300-190-000-702769	UNIFORM RENTALS	340.48
300-190-000-702900	STREET LIGHTING	14,067.11
300-190-000-703025	OFFICE/COMPUTER/COP	490.58
300-190-000-703049	PARKS SUPPLIES/REPAIR	374.48
300-190-000-703070	BUILDING MAINTENANCE	212.00
300-190-000-703080	STREET MAINTENANCE	252.57
300-190-000-703420	VEHICLE FUEL/SUPPLIES	645.63
300-190-000-703470	EQUIP. REPLACEMENT	348.27
410-000-000-702055	SOLIDWASTE CONTRACT	37,482.48
410-000-000-702061	REFUSE PAYMENT TO LA	247.00
420-000-000-701610	HEALTH INSURANCE	6,016.85
420-000-000-702023	TELEPHONE/MOBILE/PA	31.33
420-000-000-702161	PROF DEVELOP/TRAVEL/	25.00
420-000-000-702299	MEDICAL SERVICES	27.50
420-000-000-702325	WASTEWATER SAMPLES	2,234.00
420-000-000-702440	GRINDER PUMP MAINTENANCE	3,860.26
420-000-000-702485	PRINTING/PUBLICATION	35.00
420-000-000-702500	EQUIPMENT RENTAL	2,762.40
420-000-000-702736	PLANT MAINTENANCE	35,559.80
420-000-000-702765	BUILDING/GROUNDS MAINTENANCE	206.55
420-000-000-702768	WHOLESALE SEWER - JO	331.43
420-000-000-702769	UNIFORM RENTALS	159.09
420-000-000-702886	SLUDGE/SCREENINGS DISPOSAL	3,097.28
420-000-000-702925	UTILITIES EXP	253.99
420-000-000-703025	OFFICE/COMPUTER/COP	62.27
420-000-000-703055	PLANT MAINTENANCE	4,320.14
420-000-000-703255	CHEMICAL/LAB EQUIP/S	2,196.00
430-000-000-701610	HEALTH INSURANCE	5,186.45
430-000-000-702023	TELEPHONE/MOBILE/PA	171.33
430-000-000-702161	PROF DEVELOP/TRAVEL/	25.00
430-000-000-702299	MEDICAL SERVICES	33.00
430-000-000-702335	WATER SAMPLES	35.74
430-000-000-702373	COMPUTER SERVICES &	301.72
430-000-000-702485	PRINTING/PUBLICATION	35.00
430-000-000-702500	EQUIPMENT RENTAL	116.67
430-000-000-702513	CUSTODIAL SERVICES	222.50
430-000-000-702591	EQUIPMENT MAINT/REPAIR	467.50
430-000-000-702736	PLANT MAINTENANCE	170.00
430-000-000-702737	DISTRIBUTION SYSTEM	7,559.23
430-000-000-702765	BUILDING/GROUNDS MAINTENANCE	229.76
430-000-000-702769	UNIFORM RENTALS	302.07
430-000-000-702796	COLLECTION LOSSES	265.44
430-000-000-702925	UTILITIES EXP	162.57
430-000-000-703025	OFFICE/COMPUTER/COP	441.58
430-000-000-703055	PLANT MAINTENANCE	1,960.00

Account Summary

Account Number	Account Name	Payment Amount
430-000-000-703075	DISTRIBUTION MAINT S	791.60
430-000-000-703085	REPLACEMENT METERS	1,441.50
430-000-000-703225	WATER PURCHASES	41,465.04
430-000-000-703255	CHEMICAL/LAB EQUIP/S	1,050.97
430-000-000-703420	VEHICLE FUEL/SUPPLIES	731.46
430-000-000-703760	OPERATING MATERIALS	243.92
430-000-000-704171	SHEIDLEY WATERLINE	56,814.75
497-000-000-701610	HEALTH INSURANCE	1,480.40
497-000-000-702299	MEDICAL SERVICES	5.50
497-000-000-702515	VEHICLE MAINT/REPAIRS	748.52
497-000-000-703420	VEHICLE FUEL/SUPPLIES	54.90
505-000-000-702702	CANDY CANE LANE LIGH	2,311.86
505-000-000-702757	MARKETING & PROMOT	950.00
505-000-000-702759	BILLBOARD ADVERTISIN	452.00
525-000-000-701610	HEALTH INSURANCE	3,064.32
525-000-000-703070	BUILDING MAINTENANC	7.60
540-000-000-702023	TELEPHONE/MOBILE/PA	452.06
550-000-000-704826	FILTER SYSTEM - AQ PK	63,550.00
555-000-000-702254	ENGINEERING DESIGN	7,767.50
555-630-000-702250	ENGINEERING	3,366.00
565-000-000-402640	YOUTH VOLLEYBALL FEE	5.00
565-000-000-703654	FAMILY ACTIVITY SUPPLI	18.84
570-000-000-702925	UTILITIES EXP	50.00
575-000-000-703420	VEHICLE FUEL/SUPPLIES	473.90
590-000-000-702250	ENGINEERING	14,515.97
610-190-000-704328	MOWER	10,885.54
Grand Total:		645,304.37

Project Account Summary

Project Account Key	Payment Amount
None	645,304.37
Grand Total:	645,304.37

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Tillie LaPlante

Subject: Write Off Uncollected Accounts

Recommendation: The Finance Director recommends approval.

Action: Make a motion to approve the write-off of uncollected utility accounts per Governing Body Policy GB-03-01.

Background: Staff attached a list of utility bills which have been outstanding with no activity since November of 2020.

Discussion: Per the City's write-off policy, accounts over one year in arrears are written off of the City's books. The City will continue to pursue the collection of utility accounts through the State's setoff collection program.

Per the City's policy, ambulance bills which are deemed uncollectible are written off of the City's books throughout the year as they are turned into the State's setoff collection program for collection. Due to HIPPA restrictions, we are not allowed to release names related to medical services. The total ambulance billings written off and turned into the setoff collection program from December 2020 through November 2021 was \$51,202.01. During that same time period, the City collected \$18,614.60 for ambulance bills through the State's setoff collection program for prior years.

Financial Impact:

Utility Account Write Off's (December 2019-November 2020)

Name	Amount
Aerial Renee Wells	\$ 13.60
Alexander Harrison Olds	\$ 2.98
Alfonso Marquez-Flores	\$ 10.06
Angela Broome	\$ 25.60
Anita Christine Bolton	\$ 244.71
Anne Karen Hunt	\$ 4.38
Antoinette Ramona Jones	\$ 25.38
Ashley Marie Jordan	\$ 65.43
Ashley Nicole Worley	\$ 131.81
Barbara Vaught	\$ 157.93
Brian Allen Bernard	\$ 12.27
Brittany Sarah Williams	\$ 95.26
Bryce Alan Wall	\$ 99.66
Carissa Michelle Benedict	\$ 1.64
Carrie L Duffett	\$ 133.84
Cascade Properties LLC	\$ 59.58
Cassandra Marie Vanderpool	\$ 249.52
Cheryl Denise Detar Newbert	\$ 8.66
Chris S Donnelly	\$ 2.52
Christopher Wayne Sutton	\$ 104.87
Colin James Daltrey	\$ 149.32
Crystal Lee Anderson	\$ 206.05
Deana J Leshner	\$ 163.97
Deborah Sue Green	\$ 173.46
Debra Kay Nespor	\$ 19.99
Ethan Joseph Lorange	\$ 6.94
Harry A Linduff	\$ 227.93
Heidi Denise Spencer	\$ 138.40
James J Peoples Jr.	\$ 20.31
James Lee Anderson	\$ 108.51
Jamilet Alicia Rojas Perez	\$ 30.91
Jasmin Lea Harrington	\$ 120.99
Jason B Beyer	\$ 103.59
Jason Michael Halley	\$ 13.19
Jason T Cornett	\$ 0.19
Jeffrey James Davis	\$ 623.22
Jennifer Irene Conway	\$ 293.88
Jeremy A Paterson	\$ 3.67
Jessica Blair Dice	\$ 566.64

Name	Amount
Jesus Castillo Garcia	\$ 147.40
Johnny Roy Belcher	\$ 65.95
Joshua Gary Bosley	\$ 190.15
Kamron Desirea Cross	\$ 4.00
Katherine Jean Means	\$ 12.12
Kaw Valley SFR CV LLC	\$ 37.53
Keri L Worley	\$ 322.42
Kirk Phillip Hurla	\$ 24.60
Kory Lee Vanbiber	\$ 69.41
Krystyl Lynn Jackson	\$ 138.90
Larry W Davis	\$ 11.32
LaTonia Verser	\$ 47.82
Leslie Wessel	\$ 65.44
Lisa Chelsea Marie Fletcher	\$ 101.88
Lisa R Roberts	\$ 121.88
Lori L Griffin	\$ 71.18
Marvin Lovsky	\$ 2,799.50
Megan Elizabeth Haas	\$ 35.79
Michael Leon Taylor	\$ 1,388.34
Michelle Ellen Turner	\$ 183.39
Michelle Louann Gonzalez	\$ 206.80
Misha ML Foster	\$ 536.24
MVB Cabinets & Countertops LLC	\$ 100.98
Nicholas Luke Hendren	\$ 22.18
Nicole Elaine Smith	\$ 255.31
Patrick C Dalton	\$ 2,779.28
Robert Benjamin Hardinger	\$ 67.77
Robert R Laing Sr.	\$ 26.09
Samantha LeAnn Bales	\$ 240.15
Sarah Elizabeth Dykman	\$ 1,222.98
Shelby Jane Runkle	\$ 112.21
Sherry E Lassen	\$ 88.43
Suzanne George	\$ 14.05
Tanya Michelle Tubbs	\$ 37.70
Temra LLC	\$ 478.90
Theresa S King	\$ 134.32
Victoria Elizabeth Ruiz	\$ 47.61
Walter Isley	\$ 51.43

Total **\$16,682.31**

Account Number	Street Address	Name
02-14014-17	233 Tiblow Ln	Aeriel Renee Wells
02-15392-04	128 Arthur Ave	Alexander Harrison Olds
02-15382-13	212 N Park St	Alfonso Marquez-Flores
05-15179-02	13704 Jana Lei Ave	Angela Broome
02-13733-26	127 Kindred Ave	Anita Christine Bolton
05-14670-06	510 S 122nd St	Anne Karen Hunt
02-14280-25	330 Pratt Ave	Antoinette Ramona Jones
02-15302-06	424 Arthur Ave	Ashley Marie Jordan
02-15295-09	150 S Nettleton Ave	Ashley Nicole Worley
02-15331-08	440 N Neconi Ave	Barbara Vaught
02-14959-07	217 S Neconi Ave	Brian Allen Bernard
02-15307-08	13746 Grove Ave	Brittany Sarah Williams
02-15372-14	429 Castle Dr	Bryce Alan Wall
04-15397-22	515 N Nettleton Ave # 2	Carissa Michelle Benedict
02-14989-11	467 Jamison Dr	Carrie L Duffett
04-15273-10	408 E Morse Ave	Cascade Properties LLC
02-15372-16	429 Castle Dr	Cassandra Marie Vanderpool
02-14529-21	106 N Park St	Cheryl Denise Detar Newbert
02-15383-15	413 Castle Dr	Chris S Donnelly
02-15221-24	420 Jamison Dr	Christopher Wayne Sutton
02-11856-05	2014 Madison Dr	Colin James Daltrey
04-15129-17	328 Warner Ave	Crystal Lee Anderson
05-15238-16	13122 Richland Ave # 8	Deana J Leshner
02-14009-04	2039 Madison Dr	Deborah Sue Green
02-15141-18	301 Highview Ave # 3	Debra Kay Nespor
02-14576-04	121 Springvalley Ave	Ethan Joseph Lorance
05-10336-02	497 S 137th Pl	Harry A Linduff
02-15303-19	430 Jamison Dr	Heidi Denise Spencer
04-14690-08	13701 Martin Luther King Ave	James J Peoples Jr.
04-15175-15	211 Emerson Ave # 1B	James Lee Anderson
02-14495-15	118 Pratt Ave	Jamilet Alicia Rojas Perez
02-15383-14	413 Castle Dr	Jasmin Lea Harrington
02-14997-05	13825 Woodmont Ave	Jason B Beyer
02-15075-05	238 N Nettleton Ave	Jason Michael Halley
04-15355-06	237 N Nettleton Ave	Jason T Cornett
02-15139-24	117 Kindred Ave	Jeffrey James Davis
02-15114-10	129 Kindred Ave	Jennifer Irene Conway
04-14386-06	138 Warner Ave	Jeremy A Paterson
02-15258-11	331 W Insley Ave	Jessica Blair Dice
02-15295-10	150 S Nettleton Ave	Jesus Castillo Garcia
02-15168-08	207 W Insley Ave	Johnny Roy Belcher
04-15320-09	147 N Nettleton Ave	Joshua Gary Bosley
02-14846-20	113 W Morse Ave	Kamron Desirea Cross

04-15395-19	145 Allcutt Ave	Katherine Jean Means
04-15395-18	145 Allcutt Ave	Kaw Valley SFR CV LLC
02-15076-03	140 S Nettleton Ave	Keri L Worley
02-15141-21	301 Highview Ave # 3	Kirk Phillip Hurla
04-15175-16	211 Emerson Ave # 1B	Kory Lee Vanbiber
02-15110-03	2065 S 137th St	Krystyl Lynn Jackson
04-15396-03	13733 Martin Luther King Ave	Larry W Davis
02-15374-19	115 Kindred Ave	LaTonia Verser
04-14291-05	324 Emerson Ave	Leslie Wessel
04-13910-23	222 Cornell Ave	Lisa Chelsea Marie Fletcher
05-15328-04	836 Elk Ln	Lisa R Roberts
05-15220-05	830 Elk Ln	Lori L Griffin
04-00064-01	343 Allcutt Ave	Marvin Lovsky
02-15388-03	511 Coronado	Megan Elizabeth Haas
05-15281-02	438 N 118th St	Michael Leon Taylor
02-14248-02	2092 S 137th St	Michelle Ellen Turner
02-15344-06	605 Sheidley Ave	Michelle Louann Gonzalez
02-15258-10	331 W Insley Ave	Misha ML Foster
02-12745-02	11550 Kaw Dr	MVB Cabinets & Countertops LLC
02-15384-18	342 Armour St	Nicholas Luke Hendren
02-15132-15	113 Springvalley Ave	Nicole Elaine Smith
02-13753-04	420 W 2nd St	Patrick C Dalton
05-15360-13	13121 Richland Ave # 3	Robert Benjamin Hardinger
04-15175-14	211 Emerson Ave # 1B	Robert R Laing Sr.
02-15205-08	484 N Neconi Ave	Samantha LeAnn Bales
99-14746-16	527 S 138th St - Promissory at 12101 Kaw Dr	Sarah Elizabeth Dykman
04-15332-09	128 Clark Ave	Shelby Jane Runkle
02-15171-24	424 Jamison Dr	Sherry E Lassen
02-15331-10	440 N Neconi Ave	Suzanne George
02-15345-21	329 W Insley Ave	Tanya Michelle Tubbs
04-15399-05	161 Clark Ave	Temra LLC
02-14533-10	134 S Park St	Theresa S King
02-14987-09	105 Kindred Ave	Victoria Elizabeth Ruiz
04-15125-01	1300 S 138th St	Walter Isley
Total		

Amount	
\$	13.60
\$	2.98
\$	10.06
\$	25.60
\$	244.71
\$	4.38
\$	25.38
\$	65.43
\$	131.81
\$	157.93
\$	12.27
\$	95.26
\$	99.66
\$	1.64
\$	133.84
\$	59.58
\$	249.52
\$	8.66
\$	2.52
\$	104.87
\$	149.32
\$	206.05
\$	163.97
\$	173.46
\$	19.99
\$	6.94
\$	227.93
\$	138.40
\$	20.31
\$	108.51
\$	30.91
\$	120.99
\$	103.59
\$	13.19
\$	0.19
\$	623.22
\$	293.88
\$	3.67
\$	566.64
\$	147.40
\$	65.95
\$	190.15
\$	4.00

\$	12.12
\$	37.53
\$	322.42
\$	24.60
\$	69.41
\$	138.90
\$	11.32
\$	47.82
\$	65.44
\$	101.88
\$	121.88
\$	71.18
\$	2,799.50
\$	35.79
\$	1,388.34
\$	183.39
\$	206.80
\$	536.24
\$	100.98
\$	22.18
\$	255.31
\$	2,779.28
\$	67.77
\$	26.09
\$	240.15
\$	1,222.98
\$	112.21
\$	88.43
\$	14.05
\$	37.70
\$	478.90
\$	134.32
\$	47.61
\$	51.43
\$	16,682.31

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Tillie LaPlante

Subject: Resolution to Write Off Uncollected Account Payable Warrants

Recommendation: The Finance Director recommends approval.

Action: Make a motion to approve a resolution authorizing the cancellation of certain accounts payable warrants issued.

Background: State law authorizes cities to cancel Accounts Payable checks not cashed after publication of a list of checks in the City's official newspaper. A list of checks which have been outstanding since August 2018 was published in the Wyandotte Echo on September 23 and September 30, 2021.

Discussion: After the checks are published, individuals have sixty days to contact City Hall to claim the outstanding check. Checks totaling \$2,382.42 were unclaimed after the 60 day period. After approval of the enclosed resolution, all unclaimed checks will be canceled and the funds put back into the accounts where they were originally charged.

Financial Impact:

Exhibit A - Outstanding ChecksCity of Bonner Springs

DAKOTA BAUTISA-WALK	\$58.18	OSCAR SANCHEZ	\$1.96
KRISTINE THURSTON	\$63.63	DEMETRIUS FOSTER	\$43.72
KALEB TICKNOR	\$8.33	ALLISON REED	\$1.23
DONNELL BOLTON	\$7.79	NICOLE HOUSER	\$100.00
DONALD MCCOSH	\$2.76	CRYSTAL MULICH	\$3.05
TYLER NICKLE	\$17.92	MICHAEL THOMPSON	\$29.29
JULIA KIRBY	\$7.00	BRENDA MORTELL	\$200.00
LINDA LOSIER	\$7.13	CARL WHITE JR	\$1.78
TYLER NICKLE	\$75.03	MILES SHELDON	\$489.27
DAVIS PIPE & SUPPLY INC	\$122.05	BOCKYN LLC	\$150.00
EXIT GAMES LLC	\$2.97	RANDY GOBLE	\$83.29
RYAN BRANDT	\$1.96	BONNER TREAT	\$900.00
DANIEL GONZALEZ	\$1.96	PROPERTIES LLC	
JUSTIN HOWE	\$2.12		
		Total	\$2,382.42

RESOLUTION NO. 2021-

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

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

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

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

Whereas, publication of the unclaimed warrants dated from September 2017 to August 2018 occurred on September 23 and September 30, 2021 in the City's official newspaper that requested individuals listed in the notice to contact City Hall within 60 days, and

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

Whereas, the attached Exhibit A that lists all unclaimed warrants in the total amount of \$2,382.42 is a part of this Resolution.

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

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

Approved by the City Council and Signed by the Mayor on December 20, 2021.

Attest:

Jeff Harrington, Mayor

Christina Brake, City Clerk

(Seal)

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Christina Brake

Subject: License Renewals - Cereal Malt Beverage

Recommendation: Approval

Action: Make a motion to approve the Cereal Malt Beverage license renewals as presented.

Background: Staff included a list of businesses applying to renew their Cereal Malt Beverage licenses. All businesses listed meet the ordinance requirements and paid their renewal fees.

Discussion:

Financial Impact:

2022 CMB Report

Name of Business	Restrictions	Fee	Street Address
7-Eleven Store #36691A	Unopened Container	\$75	34 N. 130th Terr.
Bonner Springs Price Chopper	Unopened Container	\$75	501 S. Commercial
Discount Smokes	Unopened Container	\$75	13010 Kansas Ave.
Lin's Chinese Restaurant	Consumption on Premises	\$225	13034 Kansas Ave.
QuikTrip Corporation	Unopened Container	\$75	389 N. 130th St.
Sunflower Hills Golf Course	Consumption on Premises	\$225	12200 Riverview Ave.
Walgreens #12922	Unopened Container	\$75	550 S. 129th St.
Walmart Store #486	Unopened Container	\$75	12801 Kansas Ave.
Wood Oil #6	Unopened Container	\$75	413 Front St.

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Tillie LaPlante

Subject: Public Hearing for 2021 Budget Amendments

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

Action: This action requires the following actions: 1. Make a motion to open a Public Hearing for the 2021 Budget Amendments beginning at ____p.m. 2. Make a motion to close the Public Hearing at ____p.m.

Background: Enclosed is a copy of the Public Hearing Notice (Summary) approved by the City Council on November 22 which scheduled a Public Hearing for Monday, December 20. The City Clerk published the notice in the Wyandotte Echo on November 25 per State Law. Also enclosed is a Budget Certificate with recommended amendments to the Water, Bonner Springs Center CID, and Bonner Spgs Ctr City Contribution Funds.

Discussion: The Mayor will open the Public Hearing and staff will make a presentation on the proposed 2021 Budget Amendments. The Mayor will then invite the public to make comment. The Mayor will close the Public Hearing after receipt of public comment and the City Council will consider the next agenda item to approve the 2021 Budget Amendments.

Financial Impact:

**Notice of Budget Hearing for Amending the
2021 Budget**

The governing body of

City of Bonner Springs

will meet on the day of December 20, 2021 at 7:30 p.m. at City Hall for the
purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at 200 E. 3rd Street
and will be available at this hearing.

Summary of Amendments

Fund	2021 Adopted Budget			2021 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Water			2,165,640	2,265,640
Bonner Spgs Center CID			95,000	110,000
Bonner Spgs Ctr City Contribution			70,000	80,000
			0	0
			0	0
			0	0

Tillie LaPlante

Official Title: Finance Director

Page No.

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Bonner Spgs Ctr City Contribution			70,000	80,000
			0	0
			0	0
			0	0

Tillie LaPlante

Official Title: Finance Director

Page No.

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Tillie LaPlante

Subject: Approve 2021 Budget Amendments

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

Action: Make a motion to approve the 2021 Budget Amendments

Background: The 2021 Budgets were approved by the City Council in August of 2020.

Discussion: Staff reviewed the year to date expenditures of the Water Fund, Bonner Springs Center CID Fund, and Bonner Springs Center City Contributions Funds. Each fund is estimated to exceed currently approved budgeted amounts.

In the Water Fund, the cost of purchasing water from BPU has exceeded the original budgeted amount. The City currently has only two raw water wells that produce the volume and quality of water that can be effectively treated by the current Plant. The volume is not nearly enough to keep up with demand. BPU is the only way to meet the current demand by supplementing the system. The other two raw water wells produce water that requires intensive and expensive chemical treatment. The cost of this treatment has become more than the cost of the alternative to purchasing treated water from BPU. The planned new water treatment plant will not have this complication.

In the Bonner Springs Center CID Fund and Bonner Springs Center City Contributions Funds, the amount of sales tax collected in 2021 in the CID (Community Improvement District) is expected to exceed the budgeted sales tax collections. Expenditures in both of these funds are based on the amount of sales tax collected. Should more sales tax be collected, more sales tax will need to be distributed to the developer.

Financial Impact: 2021 Estimated revenues in the Water Fund are expected to exceed the Budgeted revenues by at least the \$100,000 requested budget amendment.

**Notice of Budget Hearing for Amending the
2021 Budget**

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Detailed budget information is available at 200 E. 3rd Street
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	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
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Bonner Spgs Center CID			95,000	110,000
Bonner Spgs Ctr City Contribution			70,000	80,000
			0	0
			0	0
			0	0

Tillie LaPlante
Official Title: Finance Director

Page No.

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Frank Abart

Subject: 138th Street Improvement Project - KDOT Funding Agreement

Recommendation: The Public Works Director recommends approval.

Action: Make a motion to approve, and authorize the Mayor to execute, an agreement with the Kansas Department of Transportation (KDOT) for grant funding for the 138th Street Improvement Project in the amount of \$3,140,000.

Background: The 138th Street Project includes significant roadway and pedestrian improvements between Morse Avenue and Gibbs Road (Hwy 32). Wilson & Company, Inc has been contracted to provide design plans that meet KDOT criteria for the project. The design plans are in the final stages of completion. The project was placed on hold due to funding/Covid concerns until a recent KDOT funding grant was approved for the project.

Discussion: The agreement is between the City of Bonner Springs and KDOT for the previously approved funding allocation for the 138th Street Improvement project. Council approval of the KDOT Funding Agreement is the next action necessary to move the project forward. Staff anticipates 2022 activities for this project to be final easement acquisitions which will be forthcoming as a Supplemental Agreement with the Consultant (Wilson).

Staff anticipates construction of this project will begin in 2023.

Financial Impact: Council approval of this Agreement with KDOT will confirm up to \$3,140,000 in grant funding for the project, which is estimated to be 80% of the cost at this time. The City will be responsible for the other 20% of project costs, which have a most recent estimate of \$1,185,000 (2023 budget). All other project costs (design, easements, utilities, etc.) are the responsibility of the City.

PROJECT NO. 105 N-0739-01
STP-N073(901)
MARC TIP #257010
138TH STREET IMPROVEMENTS
CITY OF BONNER SPRINGS, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Bonner Springs, Kansas** (“City”), **collectively**, the “Parties.”

RECITALS:

- A. Under K.S.A. § 68-169, the Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction, reconstruction, and maintenance of any highway, road, street, and/or any improvements located thereon
- A. The Secretary is further empowered by the FHWA to pass through Federal Surface Transportation Program (STP) funds for projects to eligible state agencies or local governments.
- B. The City has requested and the Secretary has authorized a roadway improvement project (the “Project”) within the City, as further described in this Agreement.
- C. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments may be entitled to receive assistance in the financing of STP projects so long as such work is done in accordance with applicable state and federal law.

NOW THEREFORE, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

- 1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **“City”** means the City of Bonner Springs, Kansas, with its place of business at 200 E. 3rd Street, Bonner Springs, KS 66012.
- 3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.

4. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
6. **“Consultant”** means any engineering firm or other entity retained by the City to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Federal Fiscal Year (FFY)”** means the fiscal year as determined by the FHWA which begins October 1 and ends on September 30 of the following calendar year.
12. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
13. **“Fiscal Year (FY)”** means the state’s fiscal year which begins July 1 and ends on June 30 of the following calendar year.
14. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261, *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280, *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. § 65-3430, *et seq.*, Hazardous Waste.
15. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

16. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf and on behalf of the FHWA, reasonably determines are not Participating Costs.
18. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
19. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
20. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
21. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **138th Street Improvements – Phase 1 consisting of roadway improvements including turn lanes, bike lanes, curb and gutter, sidewalks, ADA ramps, and storm sewer improvements on 138th Street from Gibbs Road/Kump Avenue (K-32) to Morse Avenue in Bonner Springs, Kansas**, and is the subject of this Agreement.
22. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
23. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
24. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
25. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
26. **“STP” or “Surface Transportation Program”** means an FHWA program which provides flexible funding that may be used by states and local units of government to preserve and improve the conditions and performance on any Federal-aid highway, bridge, or tunnel on any public road, pedestrian and bicycle infrastructure, and transit capital projects, including intercity bus terminals. 23 U.S.C. § 133.
27. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Participating Costs of Construction include all Construction Contingency Items. The Parties agree estimated costs and contributions are to be used for encumbrance purposes and may be subject to change.

Party	Responsibility
Secretary	80% of Participating Costs of Construction and Construction Engineering (CE), not to exceed \$3,140,000.00.
City	20% of Participating Costs of Construction and CE until the Secretary's funding limit is reached. 100% of Participating Costs of Construction and CE after the Secretary's funding limit is reached. 100% Costs of Preliminary Engineering (PE), Right of Way, Utility Adjustments, and Non-Participating Costs.

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire Right of Way as shown on the Design Plans. Right of Way acquisition shall be carried out in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives to obtain participation of federal funds in the cost of the Project.

2. **Letting and Administration by KDOT.** The Secretary shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the City. The Secretary further agrees, as agent for the City, to administer the Construction of the Project in accordance with the final Design Plans, as required by FHWA, to negotiate with and report to the FHWA, and administer the payments due the Contractor or the Consultant, including any portion of the cost borne by the City.

3. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors, or suppliers. If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

4. **Final Billing.** After receipt of FHWA acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will, in a timely manner, prepare a complete and final billing of all Project costs for which the City is responsible and shall then transmit the complete and final billing to the City.

ARTICLE IV

CITY RESPONSIBILITIES:

1. **Legal Authority.** By his or her signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the City to enter into this Agreement on its behalf. The City agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.
3. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current the American Institute of Architects (AIA) standards, the Secretary of the Interior's Standards for the Treatment of Historic Properties, the American Society of Landscape Architects guidelines, KDOT's Design Engineering Requirements, the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), the current version of the Bureau of Traffic Engineering's Traffic Engineering Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions, and with the rules and regulations of the FHWA pertaining to the Project. The City will be responsible for construction of any traffic signal and/or sidewalk improvements that are necessary to comply with Public Right-of-Way Accessibility Guidelines (PROWAG), regardless of whether such improvements are deemed non-eligible/non-participating bid items by the Secretary for reimbursement purposes.
4. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with the items in Article IV, paragraph 3 above. The Design Plans must be signed and sealed by the licensed professional engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer, who is responsible for the preparation of the geological investigations or studies. All technical professionals involved in the Project are required to meet the applicable licensing and/or certification requirements as stated in K.S.A. § 74-7001, *et seq.*
5. **Consultant Contract Language.** The City shall include language requiring conformity with Article IV, paragraph 3 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article IV, paragraph 3 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare

and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

(b) Progress Reports. Language requiring the Consultant to submit to the City, and to the Secretary upon request, progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the City and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

6. **Responsibility for Adequacy of Design**. The City shall be responsible for and require any Consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, or express or implied warranty, to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

7. **Authorization of Signatory**. The City shall authorize a duly appointed representative to sign for any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

8. **Right of Way**. The City agrees to the following with regard to Right of Way:

(a) Right of Way Acquisition. The City will, in its own name, as provided by law, acquire by purchase, dedication, or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by KDOT. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted

Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent and temporary easements.

(b) Right of Way Documentation. The City will provide all legal descriptions required for Right of Way acquisition work. Right of Way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City will acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel and as required by FHWA directives for the participation of federal funds in the cost of the Project. On request, the City will deliver copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the City will undertake the relocation for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. §§ 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1, *et seq.* The Secretary will provide information, guidance, and oversight to the City for any relocations required by the Project.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

9. Use of Right of Way. The City grants the Secretary the right to utilize any land owned or controlled by the City, as for the purpose of constructing the Project, shown on the final Design Plans.

10. Removal of Encroachments. The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

11. Future Encroachments. Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

12. **Utilities.** The City agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) **Status of Utilities.** The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) **Permitting of Private Utilities.** The City shall certify to the Secretary all privately-owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement, or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) **Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) **Cost of Relocation.** Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

13. **Hazardous Waste.** The City agrees to the following with regard to Hazardous Waste:

(a) **Removal of Hazardous Waste.** The City shall take reasonable steps to locate and shall be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The

standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and City and County standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project Limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project Limits.

14. Inspections. The City is responsible to provide Construction Engineering for the Project in accordance with the rules and guidelines developed for the current KDOT approved construction engineering program and in accordance with the current edition of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions. The detailed inspection is to be performed by the City or the Consultant. The Secretary does not undertake for the benefit of the City, the Contractor, the Consultant, or any third party the duty to perform the day-to-day detailed inspection of the Project, or to catch the Contractor's errors, omissions, or deviations from the final Design Plans. The City will require, at a minimum, all personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. The City may require additional clothing requirements for adequate visibility of personnel.

15. Traffic Control. The City agrees to the following with regard to traffic control for the Project:

(a) Temporary Traffic Control. The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD), as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs; traffic signals; and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** If applicable, the City will control parking of vehicles on the city streets throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the FHWA.

16. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

17. **Maintenance.** When the Project is completed and final acceptance is issued, the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

18. **Remittance of Estimated Share.** The City shall deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City/County Funds received by the City from the Secretary. The date indicated for the City to deposit its estimated share of the total Project expenses is fifty (50) days after the Letting date.

19. **Payment of Final Billing.** If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

20. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

21. **Audit.**

(a) **Audit Requirements for Federal Awards.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards” (commonly known as the “Supercircular”). The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*

(b) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the City will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

22. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt of the Secretary’s statement of cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Civil Rights Act.** The “Special Attachment No. 1, Rev. 09.20.17” pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

3. **Contractual Provisions.** The provisions found in the current version of the “Contractual Provisions Attachment (Form DA-146a),” which is attached hereto, are hereby incorporated into and made a part of this Agreement.

4. **Suspension and Debarment.** This Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and 1200. Therefore, the City is required to that neither it nor its principals or agents is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified or voluntarily excluded from participation in this transaction by any federal department or agency. A Certification by Project Agency as to History Regarding Debarment, Eligibility, Indictments, Convictions, or Civil Judgments will be included as Attachment 5 to this Agreement and be attached and made a part of this Agreement. 2 C.F.R. § 200.213.

5. **Lobbying.** If the total value of this agreement exceeds \$100,000.00, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as Attachment 6 to this Agreement and be attached and made a part of this Agreement. Such certification must state the recipient of the federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with

obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

9. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.

11. **Prohibited Use of Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds, if any, to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

12. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

13. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature pages immediately follow this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF BONNER SPRINGS, KANSAS

CITY CLERK (Date)

Jeff Harrington, Mayor

(SEAL)

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it’s assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Mark Lee

Subject: BSRZ-02-21 - Request for Rezoning - 546 N. 130th Street - Sandstone Townhomes

Recommendation: Staff and the Planning Commission recommend approval.

Action: Make a motion to approve the ordinance authorizing BSRZ-02-21.

Background: The property has been vacant and remains that way today; it is bordered on the southern side by the Feldman's Farm and Home Store and vacant ground to the north. The Azura Amphitheater and Ag Hall of Fame border the property to the east and Kansas Highway 7 borders it to the west.

Initial discussions began in April of 2021 in regards to the potential rezoning and use of the property. The area west of 130th Street from the intersection at K-7 north to State Avenue is indicated as being Mixed Use; within our Comprehensive Plan, commercial development exists in the area currently and the development of multifamily residences falls within the mixed use categorization.

Staff recommends approval of the request to rezone 15.43+/- acres from an "A-1", Agricultural District to the zoning classification of "R-3", Multi-Family Residential, based upon the staff findings presented in the staff report and to forward it to the Governing Body with a recommendation for approval. Five (5) conditions were placed upon the rezoning request. At the November 16, 2021 regular meeting, the Bonner Springs Planning Commission recommended approval by unanimous vote (7-0) of BSRZ-02-21. This allows for the rezoning of certain property within Bonner Springs, based upon the staff findings presented in the staff report and to forward it to the Governing Body with a recommendation for approval with the five (5) stipulations listed below:

1. A Traffic Impact Study shall be conducted and submitted to the city for approval.
2. A 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.
3. The final plat shall be recorded with the Wyandotte County Register of Deeds.
4. Any and all construction drawings shall be submitted to the City for review and approval prior to site improvements commencing.
5. 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.

Discussion: Staff Findings:

1. CHARACTER OF THE IMMEDIATE AREA:

Staff Finding – The area surrounding the subject property includes the 140+/- acre Agricultural Hall of Fame ground, the 107+/- acre Azura Amphitheater and Kansas City Renaissance property, directly abutting the southern border of this parcel is the 6.38+/- Feldman's Farm and Home Store property and directly north is a 50+/- acre vacant parcel. To

the west is Kansas Highway 7.

2. ZONING AND USES OF PROPERTY NEARBY:

Staff Finding – The zoning that surrounds the subject property is A-1 with Special Use Permits granted on two parcels, as well as C-S (Highway Service District-Commercial). Areas to the southeast are zoned as C-S also.

3. SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED:

Staff Finding – The property is currently vacant with no past plans submitted for development, to staff's knowledge. No persons have come forward with any requests to rezone; therefore, the parcel carries the blanket zoning of A-1 (Agricultural District).

4. EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY:

Staff Finding – Removal of the present zoning will not have a detrimental effect on nearby property. The nearby properties are commercial in nature and the area in question was expected to develop in a similar fashion to what is proposed.

5. LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED:

Staff Finding – The property has not seen development occur upon it and has been vacant since its inception.

6. 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 LANDOWNERS:

Staff Finding – Denial of the request could destroy the potential value of the petitioner's property as it may only be utilized for agricultural purposes. Currently, the property is owned by the Unified Government and therefore no property taxes are assessed to the property. Development upon the lot would begin to generate property tax flow. The potential gain from allowing multifamily townhome residences is an increase in and options of housing units, which Bonner Springs is currently lacking, as well as the potential for more commercial and residential growth within the area.

7. CONFORMANCE WITH THE COMPREHENSIVE PLAN:

Staff Finding – The Comprehensive Plan's Future Land Use Map identifies the subject property and the surrounding area as Mixed Use. The Mixed Use zoning district is intended to provide a work-live-play scenario within close proximity or with the inclusion of residential living with a variety of types and styles. This work-live-play lifestyle is meant to provide retail and commercial uses within walking distance of the residents that live within the area.

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 townhouses, condominiums, 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.

Financial Impact: NA

To: Mayor and City Council

Thru: Sean Pederson, City Manager

From: Mark Lee, City Planner

Subject: Rezoning: BSRZ-02-21: Sandstone Townhomes – 546 N. 130th Street

Recommendation:

At the November 16, 2021 regular meeting; the Bonner Springs Planning Commission recommended approval by unanimous vote (7-0) of BSRZ-02-21, this allows for the rezoning of certain property within Bonner Springs; based upon the staff findings presented in the staff report and to forward it to the Governing Body with a recommendation for approval with the five (5) stipulations listed below:

1. A Traffic Impact Study shall be conducted and submitted to the city for approval
2. A 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.
3. The final plat shall be recorded with the Wyandotte County Register of Deeds.
4. Any and all construction drawings shall be submitted to the City for review and approval prior to site improvements commencing
5. 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

Exhibits:

Staff Report (5pgs), Site Plan (1pg), Legal Description (1pg), Aerial View (2pgs), Application (2pgs), Adopting Ordinance (2pgs)

Background:

The property has been vacant and remains that way today; it is bordered on the southern side by the Feldman's Farm and Home Store and vacant ground to the north. The Azure Amphitheater and Ag Hall of Fame border the property to the east and Kansas Highway 7 borders it to the west.

Initial discussions were begun in April of 2021 in regards to the potential rezoning and uses of the property. The area west of 130th Street from the intersection at K-7 north to State Avenue is indicated as being Mixed Use; within our Comprehensive Plan, commercial development exists in the area currently and the development of multifamily residences falls within the mixed use categorization.

Discussion:

Staff presented the following information to the Planning Commission at the Public Hearing on November 16, 2021:

REZONING: 546 N. 130th Street (legal descriptions provided)

Case No.: BSRZ-02-21

Applicant: Alex Howe (River Bend Land Co.)

Owners: Wyandotte County Land Bank

Location: 546 N. 130th Street (Parcel ID # 1050430803001001000)

Tract Size: 15.43 +/- acres

Zoning: A-1 (Agricultural District)

Land Use Designation: MX (Mixed Use)

Staff Recommendation:

Staff recommends approval of the request to rezone 15.43+/- acres from a “A-1”, Agricultural District to the zoning classification of R-3, Multi-Family Residential, based upon the staff findings presented in the staff report and to forward it to the Governing Body with a recommendation for approval. Five (5) conditions were placed upon the rezoning request.

General Information:

Current Zoning and Land Use: A-1 Agricultural District; Vacant

Surrounding Zoning and Land Use:

North	A-1 Agricultural District – Vacant Parcel
South	C-S Highway Service District – Feldman’s Farm and Home
East	A-1 Agricultural District – Ag Hall of Fame
West	K-7 Highway, west of the highway A-1 Agricultural District

Staff Findings:**I. CHARACTER OF THE IMMEDIATE AREA:**

Staff Finding – The area surrounding the subject property includes the 140+/- acre Agricultural Hall of Fame ground, the 107+/- acre Azure Amphitheater and Kansas City Renaissance property, directly abutting the southern border of this parcel is the 6.38+/- Feldman’s Farm and Home Store property and directly north is a 50+/- acre vacant parcel. To the west is Kansas Highway 7.

II. ZONING AND USES OF PROPERTY NEARBY:

Staff Finding – The zoning that surrounds the subject property is A-1 with Special Use Permits granted on two parcels, as well as C-S (Highway Service District-Commercial). Areas to the southeast are zoned as C-S also.

III. SUITABILITY OF THE SUBJECT PROPERTY FOR THE USES TO WHICH IT HAS BEEN RESTRICTED:

Staff Finding – The property is currently vacant with no past plans submitted for development, to staff’s knowledge. No persons have come forward for any requests to rezone; therefore the parcel carries the blanket zoning of A-1 (Agricultural District).

IV. EXTENT TO WHICH REMOVAL OF THE RESTRICTIONS WILL DETRIMENTALLY AFFECT NEARBY PROPERTY:

Staff Finding – Removal of the present zoning will not have a detrimental effect on nearby property. The nearby properties are commercial in nature and the area in question was expected to develop in a similar fashion to what is proposed.

V. LENGTH OF TIME THE SUBJECT PROPERTY HAS REMAINED VACANT AS ZONED:

Staff Finding – The property has not seen development occur upon it and has been vacant since its inception.

VI. 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 LANDOWNERS:

Staff Finding – Denial of the request could destroy the potential value of the petitioner’s property as it may only be utilized for agricultural purposes. Currently the property is owned by the Unified Government and therefore no property taxes are assessed to the property. Development upon the lot would begin to generate property tax flow. The potential gain from allowing multifamily townhome residences is an increase in and options of housing units; which Bonner Springs is currently lacking, as well as the potential for more commercial and residential growth within the area.

VII. CONFORMANCE WITH THE COMPREHENSIVE PLAN:

Staff Finding – The Comprehensive Plan's Future Land Use Map identifies the subject property and the surrounding area as Mixed Use. The Mixed Use zoning district is intended to provide a work-live-play scenario within close proximity or with the inclusion of residential living with a variety of types and styles. This work-live-play lifestyle is meant to provide retail and commercial uses within walking distance of the residents that live within the area.

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.

VIII. PROFESSIONAL STAFF RECOMMENDATION:

Staff recommends approval of the requested rezoning of 546 N. 130th Street from A-1 (Agricultural District) to R-3 (Multifamily Residential District).

Excerpt of the Minutes from the November 16, 2021 Public Hearing by the Planning Commission:

Agenda Item # 6– BSRZ-02-21 – Rezoning – Sandstone Townhomes – 546 N. 130th Street

Chair Gebauer introduced New Business Item #6 and called for a staff report.

Staff explained the location of the requested rezoning and what the project was to entail. Staff explained that the rezoning request was from the blanket zoning of A-1, Agricultural to that of R-3 Multi-Family Residential District. Staff stated the property was currently vacant and had been that way for quite some time.

Chair Gebauer asked for a motion to open the Public Hearing, Commissioner Clark made a motion to **OPEN** the Public Hearing with Commissioner Neff **SECONDING**.

Chair Gebauer asked if there were any questions of Staff. Commissioner Bombardier stated that in Staff recommendations he noticed that a Traffic Impact Study was being requested; Commissioner Bombardier asked who conducted these for us. Staff stated that it was in fact the developer that is responsible for these studies. Staff stated they were provided a Scope of Service from the developers' team and in turn Staff reached out to the City Engineer and KDOT to verify the Scope would suffice all parties involved.

Chair Gebauer asked if the applicant wished to speak, at that time they chose not to, Chair Gebauer then asked if there were any questions of the applicant. Vice-Chair Zeps indicated concerns with the traffic, knowing what the traffic is like currently during events in the area, he voiced concerns over what the impact of an additional 140 units may have.

Commissioner Mesmer spoke about the past development challenges. Commissioner Mesmer asked about further development of the surrounding property and how placing multi-family dwellings in this area may impact further development or aid in it. Commissioner Mesmer asked what if light industrial development was to look into moving into that area what impact would have, negative or positive.

Staff stated that in their opinion, if this rezoning were to be approved and the project moved forward that it would set the precedence of what further development to the north would look like. Staff stated the area could develop in a more mixed use manner by potentially providing office or retail space, possibly small commercial developments, etc. Staff did state, in some areas of the Metro, light industrial is being placed directly next to multi-family developments, developments that are in essence planned that way and being built by the same developers not after the fact.

Dave Hurrelbrink – Chair of the Ag Hall Board of Directors asked if the units were going to be Market Rate, Section 8 or any other kind of tax incentivized development. He further asked about the number of units and what the density was. Vice-Chair Zeps stated that within the Staff report it was stated there was 140 units proposed and that a preliminary site layout had been provided. The applicant approached the podium and stated that they would be 100% Market Rate and there were no tax credits associated with the project.

Layout was discussed lightly, amenities were asked about, would a swimming pool be provided, what types of amenities would be provided. The applicant stated there was no swimming pool but they would provide walking trails, picnic areas and other open green spaces for the residents.

Robert Eugster owner of the property directly north of the parcel in question approached the podium with questions and comments. Mr. Eugster stated he owned the property for approximately 20 years, he stated the City had told him this was part of a K-7 commercial corridor and that in the past the City has told him that this not the place for residential development or any kind and it would not be allowed. Mr. Eugster then spoke about the amount of traffic that is generated by the RenFest and concerts, he further stated he did not live on the property but is all too familiar with the traffic congestion. Mr. Eugster expressed his concerns regarding delayed emergency service response times and how traffic from concerts is the main culprit. He then provided pictures for the Commissioners to view which indicated the traffic congestion during these concert events. Vice-Chair Zeps said they would be glad to look at them but they had all experienced the traffic congestion in that area at some point in time.

Vice-Chair Zeps asked if there was anything currently funded or in the planning process to address the intersection at K-7 and N. 130th. Staff spoke about the K-7 Corridor Study and that if constructed the intersection would look nothing like it does today. Vice-Chair Zeps asked the applicant what he thought their development time frame looked like. The applicant stated they were looking for preliminary direction at this meeting but stated they would like to begin sometime around March 2022, they also stated they were still working with the County, the property is currently within the Land Bank of Wyandotte County. Zeps asked at what speed the State was moving in implementing the K-7 plan, Staff stated they were still in design stages and were not actively pursuing these intersection improvements.

The applicant stated that in their initial proposal they indicate emergency response vehicle access directly from K-7 but the State had told them it would not be allowed.

Mr. Eugster made further comments about the issues that Delaware Ridge has, as well as surrounding businesses regarding individuals parking in their respective lots during events and walking to the amphitheater from those places.

Staff was asked for their thoughts regarding the potential traffic implications, Staff stated that the road is a four lane, improved roadway and it would more than likely have the same potential traffic issues. It would not matter necessarily if it was 'small box' retailer, several fast-casual restaurants, or a strip mall scenario, the road is not congested on a daily basis.

Vice-Chair Zeps asked if there was some other type of zoning district that would allow both or either commercial/industrial development as well as multi-family dwellings. Vice-Chair Zeps stated he like the fact that we were looking to expand housing options but he felt this was more spot zoning than anything. Staff stated that a Mixed-Use zoning would allow for certain uses to be intermingled but the requirements on the applicants end were far more cumbersome than straight zoning.

Randy Willbanks – part of the applicants team, stated that they are just as concerned about safety and traffic as the next person but they have also identified a need for this style of housing. He stated these would be luxury townhomes at approximately 9 units per acre with great interior finishes including granite countertops and high end fixtures. Mr. Willbanks spoke about how these units would increase the tax base of Bonner Springs and allow people to hopefully work and live in close proximity to the community.

Chair Gebauer asked if there was any further discussion from the public or the Commissioners, being none he asked for a motion to close the Public Hearing. Commissioner Bombardier made a motion to **CLOSE** the Public Hearing with Commissioner Mesmer **SECONDING**.

Vice-Chair Zeps stated it was a cost benefit risk analysis, we are in the rezoning process currently and agrees with the need the applicant is filling, he also agrees with the concerns that have been raised. Zeps further stated that as the Planning Commission they will still be able to review the project as it moves forward, site plan, etc. Zeps further stated that he felt this was a good opportunity to allow the process to work the way it was intended, working with the County, the developer, the City etc. and that the Traffic Impact Study would become a driving force behind the progression of the development.

Commissioner Mesmer stated he agreed with Vice-Chair Zeps comments and followed those up by stating the developer has to understand that there are traffic issues in the area currently, if they understand that then some of the responsibility falls on their shoulders to determine how best the get into

and out of the development. Commissioner Mesmer further expressed his opinion that Bonner Springs needed the rooftops and felt as though the project should most likely move forward.

Vice-Chair Zeps said this would be a good opportunity to start getting some of the proposed roadway designs and safety measures in place. He further stated that he felt the Governing Body could use this development to spur KDOT to address certain issues.

Commissioner Bombardier made a comment regarding the amphitheater and how they utilize the public roadway system, further stating that if they follow procedures and address traffic on their end then traffic congestion could be mitigated to a certain point.

Chair Gebauer asked if there were any other comments, Commissioner Clark stated he felt that there were enough safeguards within Staffs recommendations, mainly the Traffic Impact Study, that it could take care of a lot of the concerns.

Chair Gebauer asked for a motion on the rezoning, Vice-Chair Zeps made a motion to **APPROVE** the requested rezoning with Staff recommendations, Commissioner Bombardier **SECONDING**.

Chair Gebauer asked for a Roll Call vote.

AYE – Zeps, Clark, Mesmer, Neff, Perica, Bombardier, Gebauer

NAY – None

MOTION PASSED 7 – 0

City of
Bonner Springs
Agenda Item Cover Sheet

Agenda Item No. 6

BSRZ-02-21

Topic: PUBLIC HEARING - Consider a request for approval of a zoning change from A-1 (Agricultural District) to R-3 (Multifamily Residential District) at 546 N. 130th Street.

Narrative: The property has been vacant and remains that way today; it is bordered on the southern side by the Feldman's Farm and Home Store and vacant ground to the north. The Azure Amphitheater and Ag Hall of Fame border the property to the east and Kansas Highway 7 borders it to the west.

Initial discussions were begun in April of 2021 in regards to the potential rezoning and uses of the property. The area west of 130th Street from the intersection at K-7 north to State Avenue is indicated as being Mixed Use; within our Comprehensive Plan, commercial development exists in the area currently and the development of multifamily residences falls within the mixed use categorization.

Presented by: Mark Lee- City Planner

Staff Recommendation: Staff recommends approval of the requested rezoning from A-1 (Agricultural District) to R-3 (Multifamily Residential District). The approval shall include any specific stipulations stated in the attached staff report.

Attachments:

Staff Report (5pgs)
Site Plan (1pg)
Legal Description (1pg)
Aerial View (2pgs)
Application (2pgs)

**REQUEST FOR APPROVAL OF A ZONING CHANGE FROM A-1
(AGRICULTURAL DISTRICT) TO R-3 (MULTIFAMILY RESIDENTIAL
DISTRICT) FOR 546 N. 130TH STREET**

MEETING DATE: November 16, 2021
REPORT WRITTEN: October 20, 2021
APPLICATION #: BSRZ-02-21

APPLICANT:
Alex Howe
5601 Norwood
Fairway, KS 66205

ENGINEER
Consulting Engineers
Robert Wessel

REQUEST:

- The applicant is requesting approval to rezone a 15.43+/- acre vacant parcel located at 546 N. 130th Street from A-1 (Agricultural District) to R-3 (Multifamily Residential District) for the purposes of constructing 140 attached townhome residences.

COMPREHENSIVE PLAN/FUTURE LAND USE MAP:

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

SURROUNDING ZONING:

- North A-1 Agricultural District – Vacant Parcel
- South C-S Highway Service District – Feldman’s Farm and Home
- East A-1 Agricultural District – Ag Hall of Fame
- West K-7 Highway, west of the highway A-1 Agricultural District

BACKGROUND:
The property has been vacant and remains that way today, it is bordered on the southern side by the Feldman’s Farm and Home Store and vacant ground to the north. The Azure Amphitheater and Ag Hall of Fame border the property to the east and Kansas Highway 7 borders it to the west.

Initial discussions were begun in April of 2021 in regards to the potential rezoning and uses of the property. The area west of 130th Street from the intersection at K-7 north to State Avenue is indicated as being Mixed Use; within our Comprehensive Plan, commercial development exists in the area currently and the development of multifamily residences falls within the mixed use categorization.

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 includes the 140+/- acre Agricultural Hall of Fame ground, the 107+/- acre Azure Amphitheater and Kansas City Renaissance property, directly abutting the southern border of this parcel is the 6.38+/- Feldman's Farm and Home Store property and directly north is a 50+/- acre vacant parcel. To the west is Kansas Highway 7.

THE ZONING AND USES OF THE PROPERTY NEARBY –

The zoning that surrounds the subject property is A-1 with Special Use Permits granted on two parcels, as well as C-S (Highway Service District-Commercial). Areas to the southeast are zoned as C-S also.

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

The property is currently vacant with no past plans submitted for development, to staff's knowledge. No persons have come forward for any requests to rezone; therefore the parcel carries the blanket zoning of A-1 (Agricultural District).

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

Removal of the present zoning will not have a detrimental effect on nearby property. The nearby properties are commercial in nature and the area in question was expected to develop in a similar fashion to what is proposed.

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

The property has not seen development occur upon it and has been vacant since its inception.

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 LANDOWNERS –

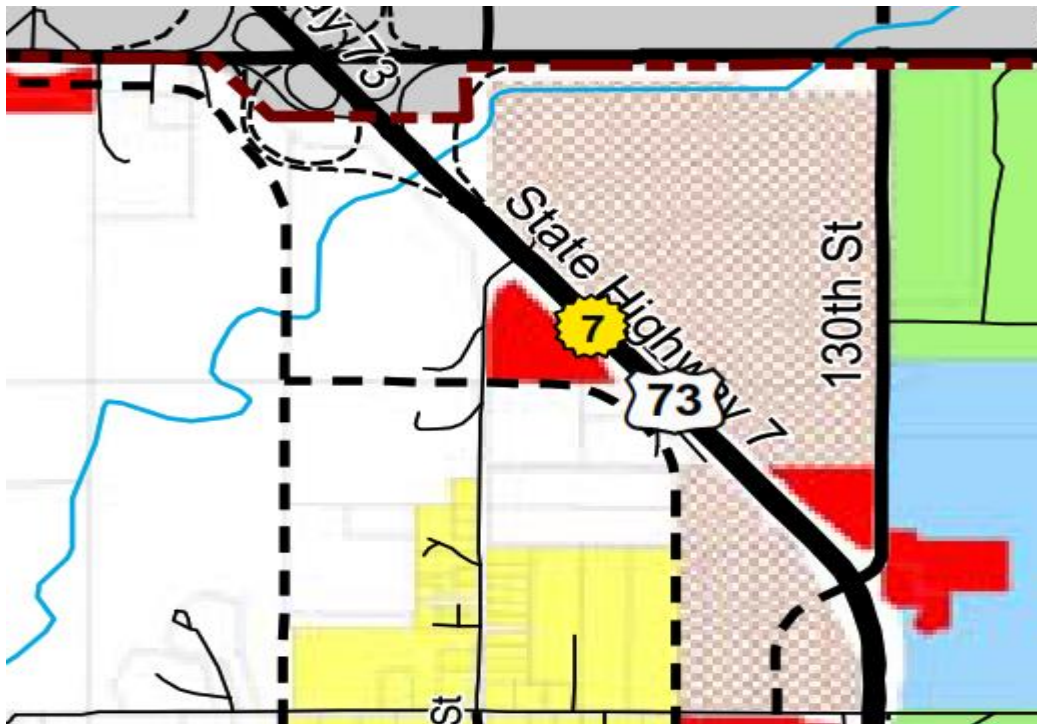
Denial of the request could destroy the potential value of the petitioner's property as it may only be utilized for agricultural purposes. Currently the property is owned by the Unified Government and therefore no property taxes are assessed to the property. Development upon the lot would begin to generate property tax flow. The potential gain from allowing multifamily townhome residences is an increase in and options of housing units; which Bonner Springs is currently lacking, as well as the potential for more commercial and residential growth within the area.

RECOMMENDATION OF PROFESSIONAL STAFF-

Staff recommends approval of the requested rezoning of 546 N. 130th Street from A-1 (Agricultural District) to R-3 (Multifamily Residential District).

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

The Comprehensive Plan's Future Land Use Map identifies the subject property and the surrounding area as Mixed Use. The Mixed Use zoning district is intended to provide a work-live-play scenario within close proximity or with the inclusion of residential living with a variety of types and styles. This work-live-play lifestyle is meant to provide retail and commercial uses within walking distance of the residents that live within the area.



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.

STAFF RECOMMENDATION:

Staff recommends **approval** of the requested rezoning of the indicated property from A-1 (Agricultural District) to R-3 (Multifamily Residential District) with the stipulations listed below

1. A Traffic Impact Study shall be conducted and submitted to the city for approval
2. A 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.
3. The final plat shall be recorded with the Wyandotte County Register of Deeds.
4. Any and all construction drawings shall be submitted to the City for review and approval prior to site improvements commencing
5. In addition to the recommendations/stipulations listed within this staff report, the developer/property owner agrees to abide by all Zoning Ordinances and Subdivision Regulations of the City of Bonner Springs

If **APPROVED** this item will move to the Governing Body at the December 20th regular meeting



LEGAL DESCRIPTION – 546 N. 130th Street
(Per Owners and Encumbrances Report)

The North One-half of the Northeast Quarter of the Southwest Quarter of Section 8, Township 11 South, Range 23 East of the Sixth Principal Meridian in Bonner Springs, Wyandotte County, Kansas, lying

Northeasterly of Kansas Highway No. 7, except that part condemned by the Kansas Turnpike Authority in District County Cause No. 93895-A. Also, except a tract of land conveyed from the Agricultural Hall of Fame, Inc. to the State Highway Commission of Kansas, filed for record in Book 2059, on Page 1 and 2, on January 3, 1968.



Legend

- Points of Interest
- Lakes
- Rivers
- Streams
- Parks*
- Municipal Boundaries
- Railroads

Locator Map

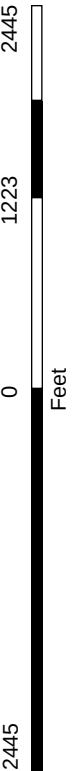


Notes

Map Print Date: 10/20/2021 12:22 PM



Map Scale
1: 14,672



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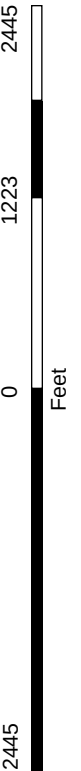
Legend

- Parks
- Buildings
- POI Labels
- POI
- Street Lables
- Kansas Regional Counties
- Missouri Regional Counties
- Municipal Labels
- Municipal Boundaries
- Railroads
- MAIN
- SPUR
- YARD
- Roads
- INTERSTATE
- HIGHWAY
- MAJOR ARTERIAL
- MINOR ARTERIAL

Locator Map

Notes

Map Print Date: 11/2/2021 4:22 PM



Map Scale
1: 14,672



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CITY OF BONNER SPRINGS, KS
Community and Economic Development Department

REZONING APPLICATION

Date: 9/6/2021

Staff Use Only
BSRZ - 02-21
PC Date: <u>11/16/21</u>
CC Date: <u>12/20/21</u>
Date Rec'd: <u>9/10/21</u>
Rec'd by: <u>MJL</u>

Subject Property Address: 546 N 135th Street, Bonner Springs, KS 66012

Project Name (if applicable): Sandstone Townhomes

Applicant Name: Alex Howe Phone: 785-410-3159

Address: _____

E-mail (required): alex@riverbendland.co

Record Property Owner: Unified Government WY CO/KCK Phone: _____

Parcel No.: 959700 Section/Township/Range: 08-11-23

Legal Description of the Tract: _____

Current Zoning: A-1 Present Land Use: Vacant Land Future Land Use Designation: Mixed Use

Proposed Zoning: R-3 Proposed Use: Rowhome Community Future Land Use Designation: High Density Residential

I hereby certify that the information herein submitted is complete, true, and accurate. That I have reviewed the application, development procedures, and guidelines required, and I hereby grant the City permission to post a public notice sign on the subject property.

Applicant Signature: Alex Howe Date: 9/6/2021

Applicant Name (Printed): Alex Howe

Does Applicant have Permission from the Owner(s) to Apply for Rezoning and Authorize Permission to Post?

Yes ☒ No ☐

If Requested, Can the Applicant Provide a Letter of Consent from the Owner(s)?

Yes ☒ No ☐

Rezoning Application Process

A pre-application meeting with the City Planner is required prior to application submittal. Call or email to set an appointment -- 913-667-1708

Applicants are encouraged to communicate with all adjacent property owners prior to beginning the rezoning application process.

All applications are subject to a public hearing at a Planning Commission meeting where a recommendation to approve or deny will be forwarded to the Governing Body.

Submittal Requirements

- X Completed and signed application – (Owner's consent may be required)
- Eight (8) 11" x 17" copies of a scaled site plan or survey of the area to be rezoned

Site plan must be:

- drawn to scale,
- contain the legal description, and
- indicate buildings, parking, north arrow, etc.

X Check for \$300.00 – made payable to the City of Bonner Springs for application fee

X PDF copy of all drawings must be emailed to the City Planner

Additional fees

City staff generates a list of property owners within the 200' radius of the exterior of the subject property and creates and mails notification of a public hearing for a Rezoning application.

- Applicants will be billed \$12 for each unique property owner on the 200' mailing list.

City staff submits the required notification to the City newspaper for publication not less than 20 days prior to the public hearing.

- Applicants will be billed for the publishing costs.

City staff will prepare and post a Notice of Public Hearing sign.

- Applicants will be billed \$25 for the first sign and \$10 for each additional sign, if applicable.

Meetings

The Planning Commission holds a public meeting and votes to recommend approval or denial of the application.

- Planning Commission meetings are typically on the 3rd Tuesday of each month at 7:00 PM

The Governing Body will review the application for consideration and action at a regular City Council meeting.

- The City Council typically meets on the 2nd and 4th Monday of each month at 7:30 PM.

FEES

Application Fee: \$300	\$ 300.00
Notification: <u>5</u> x \$12 =	\$ <u>60.00</u>
Publication:	\$ _____
Sign (first): \$25	\$ <u>25.00</u>
Additional Signs _____ x \$10 :	\$ _____

pd 9/10

Invoice Date:	_____
Payment Rec'd Date:	_____
Check #:	_____
Receipt #:	_____
Comments:	_____

Total Due: \$ _____

An Ordinance to Approve BSRZ-02-21 – Request to rezone a 15.43+/- acre vacant parcel located at 546 N. 130th Street from A-1 (Agricultural District) to R-3 (Multifamily Residential District) for the purposes of constructing 140 attached townhome residences.

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

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

The North One-half of the Northeast Quarter of the Southwest Quarter of Section 8, Township 11 South, Range 23 East of the Sixth Principal Meridian in Bonner Springs, Wyandotte County, Kansas, lying

Northeasterly of Kansas Highway No. 7, except that part condemned by the Kansas Turnpike Authority in District County Cause No. 93895-A.

Also, except a tract of land conveyed from the Agricultural Hall of Fame, Inc. to the State Highway Commission of Kansas, filed for record in Book 2059, on Page 1 and 2, on January 3, 1968.

Be **rezoned** from an **A-1 (Agricultural District)** to a **R-3 (Multi-Family Residential District)** Zoning classification per BSRZ-03-21 with the following five (5) stipulations:

1. A Traffic Impact Study shall be conducted and submitted to the city for approval
2. A 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.
3. The final plat shall be recorded with the Wyandotte County Register of Deeds.
4. Any and all construction drawings shall be submitted to the City for review and approval prior to site improvements commencing
5. 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

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

Approved by the Governing Body and signed by the Mayor on this ____ day of _____, 2021.

Jeff Harrington, Mayor

ATTEST:

Christina Brake, CMC, City Clerk

(SEAL)

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Mark Lee

Subject: SUP-05-21; Special Use Permit - 231/233 W. Insley Avenue

Recommendation: At the November 16, 2021 regular meeting; the Bonner Springs Planning Commission recommended approval by unanimous vote (7-0) of SUP-05-21 for 231 and 233 W. Insley Avenue with the six (6) stipulations listed below.

- 1) Developer/builder shall be responsible for the construction of sidewalks along West Insley Avenue as indicated in the Future Sidewalks and Trails Master Plan.
- 2) Developer/builder shall be responsible for all fees associated with building permits.
- 3) Special Use Permit shall be valid in perpetuity
- 4) Special Use Permit shall expire when the operation of the approved use is discontinued; and
- 5) Special Use Permit shall not transfer to another person without notification being sent to the Community Development Department or to a different location; and
- 6) Special Use Permit may be revoked by the Governing Body for violation of and/or non-compliance with the Municipal Code of Ordinances of the City of Bonner Springs, Kansas.

Action: Make a motion to approve an ordinance authorizing the Special Use Permit SUP-05-21.

Background: SPECIAL USE PERMIT: Mikes Rentals, LLC. – 213/233 W. Insley Avenue

Case No.: SUP-05-21

Applicant: Mikes Rentals, LLC (Mike Todd)

Developer: Same

Owners: Mikes Rentals, LLC

Location: 231/233 W. Insley Avenue (Parcel ID # 1050492903023011000 and # 1050492903023010000)

Tract Size: .29+/- acres, 12520sqft +/- (231 W. Insley Ave) and .28+/- acres, 12339sqft +/- (233 W. Insley Ave).

Zoning: R-1A (Residential Special District)

Building: Vacant – SUP to construct 2 – two family dwellings

Project Description:

The applicant is requesting approval of a Special Use Permit to allow for the construction of two – two family attached dwelling units (townhome/duplex) as allowed for in the R-1A (Residential Special District) at 231 and 233 West Insley Avenue.

In the City's Zoning Ordinance, **Article XXVII--SPECIAL USES--Sections 1 & 2**, the Planning Commission and the Governing Body are authorized to recommend and to approve Special Use Permits in accordance with the Special Uses by Zoning District located in Appendices A & B.

Discussion: Agenda Item # 5– SUP-05-21 – Special Use Permit – Mikes Rentals – 231/233 W. Insley Avenue

Chair Gebauer introduced New Business Item #5 and called for a staff report.

Staff reviewed the report and explained the requested Special Use Permit; Staff explained that within the R-1A, Residential Special District, there are allowances for multiple types of residential dwellings including, single family, two family and multi-family. Staff stated the applicants' intent was to construct two, two-family dwelling units (2 duplexes). Staff discussed the proposed location, the surrounding area and how these two duplex units may fit in to the neighborhood. Staff stated they had also driven to and through the area and came to the conclusion that there was currently several types of dwellings within the block – 2 multi-family buildings, several single family dwellings and other civic/social uses nearby, and that the addition of two new duplex units would fit within that area based on the number of different uses in place currently. Staff further explained that the only way two family dwellings were allowed to be constructed was through a Special Use Permit.

Chair Gebauer asked the Commissioners if there were any questions of Staff. Commissioner Mesmer spoke regarding one of the aerial images that were provided in the packets. He stated that it appeared to him as though an existing driveway was encroaching upon one of the lots in question. Staff explained that while GIS mapping is an excellent source of visual representation, it was difficult to project property lines evenly upon a satellite image and the majority of the time those property lines are not accurate and the aerial images were for reference only.

Chair Gebauer asked if there were any further questions for Staff, there being none, Chair Gebauer asked for a motion to open the Public Hearing; Vice-Chair Zeps made a motion to **OPEN** the Public Hearing with Commissioner Clark **SECONDING**.

Chair Gebauer asked if any Commissioners had questions of the applicant; Staff stated that he believed the applicant was present but in fact they were not. The Commissioners had no questions of the applicant. Chair Gebauer asked if anyone from the public wished to speak in favor or against the requested Special Use Permit, there were none.

Chair Gebauer asked for a motion to close the Public Hearing, Vice-Chair Zeps made a motion to **CLOSE** the Public Hearing, Commissioner Clark **SECONDED**. Chair Gebauer asked the Commissioners if they had any further questions or discussion, being none a motion was made by Commissioner Clark to **APPROVE** the requested Special Use Permit with Staff recommendations, Vice-Chair Zeps **SECONDED**.

Chair Gebauer asked for a vote.

AYE – Zeps, Clark, Mesmer, Neff, Perica, Bombardier, Gebauer

NAY – None

MOTION PASSED 7 – 0

Financial Impact: NA

To: Mayor and City Council

Thru: Sean Pederson, City Manager

From: Mark Lee, Planning Director

Subject: Special Use Permit: SUP-05-21: Mikes Rentals, LLC.

Recommendation:

At the November 16, 2021 regular meeting; the Bonner Springs Planning Commission recommended approval by unanimous vote (7-0) of SUP-05-21 for 231 and 233 W. Insley Avenue with the six (6) stipulations listed below.

- 1) Developer/builder shall be responsible for the construction of sidewalks along West Insley Avenue as indicated in the Future Sidewalks and Trails Mater Plan.
- 2) Developer/builder shall be responsible for all fees associated with building permits.
- 3) Special Use Permit shall be valid in perpetuity
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- 6) Special Use Permit may be revoked by the Governing Body for violation of and/or non-compliance with the Municipal Code of Ordianaces of the City of Bonner Springs, Kansas.

Exhibits:

Staff Report (5pgs)

Aerial Image (2pg)

Application (2pgs)

Adopting Ordinance (1pg)

Discussion:

Staff presented the exhibits above to the Planning Commission at a Public Hearing held on November 16th. Staff and the Planning Commission recommend adopting Ordinance No. _____ granting the Special Use Permit for Mikes Rentals, LLC to allow for the construction of two – two family attached dwelling units (townhome/duplex) as allowed for in the R-1A (Residential Special District) at 231 and 233 West Insley Avenue._

SPECIAL USE PERMIT: Mikes Rentals, LLC. – 213/233 W. Insley Avenue

Case No.: SUP-05-21

Applicant: Mikes Rentals, LLC (Mike Todd)

Developer: Same

Owners: Mikes Rentals, LLC

Location: 231/233 W. Insley Avenue (Parcel ID # 1050492903023011000 and # 1050492903023010000)

Tract Size: .29+/- acres, 12520sqft +/- (231 W. Insley Ave) and .28+/- acres, 12339sqft +/- (233 W. Insley Ave).

Zoning: R-1A (Residential Special District)

Building: Vacant – SUP to construct 2 – two family dwellings

Project Description:

The applicant is requesting approval of a Special Use Permit to allow for the construction of two – two family attached dwelling units (townhome/duplex) as allowed for in the R-1A (Residential Special District) at 231 and 233 West Insley Avenue.

In the City's Zoning Ordinance, **Article XXVII--SPECIAL USES--Sections 1 & 2**, the Planning Commission and the Governing Body are authorized to recommend and to approve Special Use Permits in accordance with the Special Uses by Zoning District located in Appendices A & B.

November 16, 2021 PC Meeting Minutes (Draft)

Agenda Item # 5– SUP-05-21 – Special Use Permit – Mikes Rentals – 231/233 W. Insley Avenue

Chair Gebauer introduced New Business Item #5 and called for a staff report.

Staff reviewed the report and explained the requested Special Use Permit; Staff explained that within the R-1A, Residential Special District there are allowances for multiple types of residential dwellings including single family, two family and multi-family. Staff stated the applicants' intent was to construct two, two-family dwelling units (2 duplexes). Staff discussed the proposed location, the surrounding area and how these two duplex units may fit in to the neighborhood. Staff stated they had also driven to and through the area and came to the conclusion that there was currently several types of dwellings within the block – 2 multi-family buildings, several single family dwellings and other civic/social uses nearby and that the addition of two new duplex units would fit within that area based on the number of different uses in place currently. Staff further explained that the only way two family dwellings were allowed to be constructed was through a Special Use Permit.

Chair Gebauer asked the Commissioners if there were any questions of Staff. Commissioner Mesmer spoke regarding one of the aerial images that were provided in the packets. He stated that it appeared to him as though an existing driveway was encroaching upon one of the lots in question. Staff explained that while GIS mapping is an excellent source of visual representation, it was difficult to project property lines evenly upon a satellite image and the majority of the time those property lines are not accurate and the aerial images were for references only.

Chair Gebauer asked if there were any further questions for Staff, there being none, Chair Gebauer asked for a motion to open the Public Hearing; Vice-Chair Zeps made a motion to **OPEN** the Public Hearing with Commissioner Clark **SECONDED**.

Chair Gebauer asked if any Commissioners had questions of the applicant; Staff stated that he believed the applicant was present but in fact they were not. The Commissioners had no questions of the applicant, Chair Gebauer asked if anyone from the public wished to speak in favor or against the requested Special Use Permit, there were none.

Chair Gebauer asked for a motion to close the Public Hearing, Vice-Chair Zeps made a motion to **CLOSE** the Public Hearing, Commissioner Clark **SECONDED**. Chair Gebauer asked the Commissioners if they had any further questions or discussion, being none a motion was made by Commissioner Clark to **APPROVE** the requested Special Use Permit with Staff recommendations, Vice-Chair Zeps **SECONDED**.

Chair Gebauer asked for a vote.

AYE – Zeps, Clark, Mesmer, Neff, Perica, Bombardier, Gebauer

NAY – None

MOTION PASSED 7 – 0

City of
Bonner Springs
Agenda Item Cover Sheet

Agenda Item No. 5

CASE #: SUP-05-21

Topic: **PUBLIC HEARING-** The applicant is requesting approval of a Special Use Permit to allow for the construction of two – two family attached dwelling units (townhome/duplex) as allowed for in the R-1A (Residential Special District) at 231 and 233 West Insley Avenue.

Narrative:

The subject properties are .29+/- acres, 12520sqft +/- (231 W. Insley Ave) and .28+/- acres, 12339sqft +/- (233 W. Insley Ave).

In the City's Zoning Ordinance, Article XXVII--SPECIAL USES--Sections 1 & 2, the Planning Commission and the Governing Body are authorized to recommend and to approve Special Use Permits in accordance with the Special Uses by Zoning District located in Appendices A & B.

The use of "Dwelling, Two-Family" is a Special Use that is allowed under the Zoning Regulations. The R-1A Zoning District is meant to provide a diversity of housing options, including those uses which support and encourage residential neighborhoods. Staff has visited the area to assess what uses are in close proximity and if this use would fit amongst those. To the east and west are single family dwellings; to the north is a religious institute, to the south is a multifamily dwelling. With the mix of uses within the immediate area, staff felt as though the two-family dwellings would fit in to the character of the neighborhood.

Presented by: Mark Lee-Planning & Zoning Director

Staff Recommendation:

Staff recommends that the Planning Commission approve the Special Use Permit to allow for the construction of two (2) – two family attached dwelling units (townhome/duplex) as allowed for in the R-1A (Residential Special District) at 231 and 233 West Insley Avenue., with staff recommendations.

Attachments:

Staff Report (5pgs)
Aerial Image (2pg)
Application (2pgs)

Projector needed for this item?

Yes

CONSIDER SPECIAL USE PERMIT TO ALLOW FOR THE CONSTRUCTION OF TWO – TWO FAMILY ATTACHED DWELLING UNITS (TOWNHOMES/DUPLEXES), WITHIN THE R-1A ZONING DISTRICT.

MEETING DATE: November 16, 2021
REPORT WRITTEN: October 25, 2021
CASE NUMBER: SUP-05-21

APPLICANT:

- Mike Todd – Mikes Rentals LLC
6836 Kansas Avenue
Kansas City KS 66111

SURVEYOR

- Herring Surveying Company
315 N. 5th Street
Leavenworth KS 66048

REQUEST:

The applicant is requesting approval of a Special Use Permit to allow for the construction of two – two family attached dwelling units (townhome/duplex) as allowed for in the R-1A (Residential Special District) at 231 and 233 West Insley Avenue.

.

ZONING:

The property is currently zoned “R-1A” Residential Special District

SURROUNDING ZONING:

North	“R-1A” Residential Special District
South	“R-1A” Residential Special District
East	“R-1A” Residential Special District
West	“R-1A” Residential Special District

BACKGROUND:

The subject properties are .29+/- acres, 12520sqft +/- (231 W. Insley Ave) and .28+/- acres, 12339sqft +/- (233 W. Insley Ave).

In the City’s Zoning Ordinance, Article XXVII--SPECIAL USES--Sections 1 & 2, the Planning Commission and the Governing Body are authorized to recommend and to approve Special Use Permits in accordance with the Special Uses by Zoning District located in Appendices A & B.

The use of “Dwelling, Two-Family” is a Special Use that is allowed under the Zoning Regulations. The R-1A Zoning District is meant to provide a diversity of housing options, including those uses which support and encourage residential neighborhoods. Staff has visited the area to assess what uses are in close proximity and if this use would fit amongst those. To the east and west are single family dwellings; to the north is a religious institute, to the south is a multifamily dwelling. With the

mix of uses within the immediate area, staff felt as though the two-family dwellings would fit in to the character of the neighborhood.

Article XXVII, Special Uses; state: *Special uses are those type of uses which, due to their nature, are dissimilar to the normal uses permitted within a given zoning district or where product, process, mode of operation, or nature of business may prove detrimental to the health, safety, welfare or property values of the immediate neighborhood and its environs.*

CONFORMANCE WITH THE COMPREHENSIVE PLAN:

The Comprehensive Plan states that the role of the Planning Commission is to serve as an advisory board to the City Council; by conducting public hearings to obtain public opinion regarding each special use permit application. The Commission shall adopt recommendations that are forwarded to the City Council on each special use permit application request. In viewing requested special use permits the Commission shall consider compatibility and compliance with the Comprehensive Plan.

No specific language within the Comprehensive Plan addresses locations of special uses.

While this does not mirror the current zoning district and development patterns, the Comprehensive Plan does indicate the area as being Low-Density Residential and states:

Low-Density Residential (Generally 2 to 4 dwelling units per acre): This category is appropriate for single-family detached dwellings. It may also include planned public and semi-public uses considered compatible with residential uses, such as schools, religious institutions, and civic uses. This district may be modified with cluster development and ‘PUD’ districts of the City Zoning Ordinance.





Requirements as enumerated in Article XXVII; Special Uses:

Special Uses produce unique and special impacts because of their location, design, life span, method of operation, traffic circulation, or other similar characteristics which may have an impact on available or provided public facilities so that each such use must be considered individually. A special use permit shall not be granted unless specific written findings of fact directly based upon the particular evidence presented support the following conclusions:

1. The proposed special use complies with all applicable provisions of these regulations, including intensity of use regulations, yard regulations and use limitations, unless specifically exempted by the provisions of these regulations;

The proposed use is indicated as an allowed special use in the R-1A, Residential Special District; Staff feels as though this use is aligned with other similar uses within the neighborhood. The proposed uses shall meet all zoning regulations regarding setbacks, yard regulations and use limitations.

2. The proposed special use at the specified location will contribute to and promote the welfare or convenience of the public;

The proposed special use will allow the applicant to construct two attached two-family dwelling units on vacant parcels, thus allowing new or relocating families to join the Bonner Springs area.

3. The proposed special use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located;
The proposed use will not cause injury to the value of the property in the neighborhood. The Residential Special District is meant to consist of a variety of housing options and act as an infill district.
4. The location and size of the special use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the special use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the special use will so dominate the immediate neighborhood, consideration shall be given to:
 - a) The location, nature and height of buildings, structures walls and fences on the site,
The requested special use will not change the physical character of the neighborhood as there are currently several different styles of housing in the area including multifamily and single family residences.
 - b) The nature and extent of landscaping and screening on the site.
There are currently a few sporadic trees located on the two lots and no landscaping. Per Article V; Section 10, the owner of properties in which a Special Use Permit has been issued are required to submit a site and landscape plan. Article XXX, Section 4 further states:

R, R-S, R-1, R-1A and R-2: Two trees per dwelling unit shall be required within the landscape setback abutting said street frontage. All residential subdivisions abutting collector or arterial streets shall be required to provide one tree per forty (40) feet or portion thereof of street frontage. Said trees may be clustered or arranged within the setback and need not be placed evenly at 40-foot intervals.
5. Off-street parking and loading areas will be provided in accordance with the standards set forth in these regulations, and such areas shall be screened from adjoining residential uses and located so as to protect such residential uses from any injurious effect;
All parking shall occur off-street and on areas that are concrete or asphalt per the Zoning Regulations.
6. Adequate utility, drainage, and other such necessary facilities have been or will be provided; and
Adequate site utilities are present. As infill development lots drainage facilities will not be required of the lots but drainage shall not negatively impact nearby residents.
7. Adequate access roads or entrance and exit drives will be provided and shall be so designed to prevent traffic hazards and to minimize traffic congestion in public streets and alleys.
Adequate ingress and egress drives will be constructed with the units. The impact to traffic should be minimal.

STAFF RECOMMENDATIONS:

Staff recommends approval of the Special Use Permit; SUP-05-21 with the following conditions:

- 1) Developer/builder shall be responsible for the construction of sidewalks along West Insley Avenue as indicated in the Future Sidewalks and Trails Mater Plan.
- 2) Developer/builder shall be responsible for all fees associated with building permits.
- 3) Special Use Permit shall be valid in perpituity
- 4) Special Use Permit shall expire when the operation of the approved use is discontinued; and
- 5) Special Use Permit shall not transfer to another person wihtout notification being sent to the Community Development Department or to a different location; and
- 6) Special Use Permit may be revoked by the Governing Body for violation of and/or non-compliance with the Municipal Code of Ordianaces of the City of Bonner Springs, Kansas.

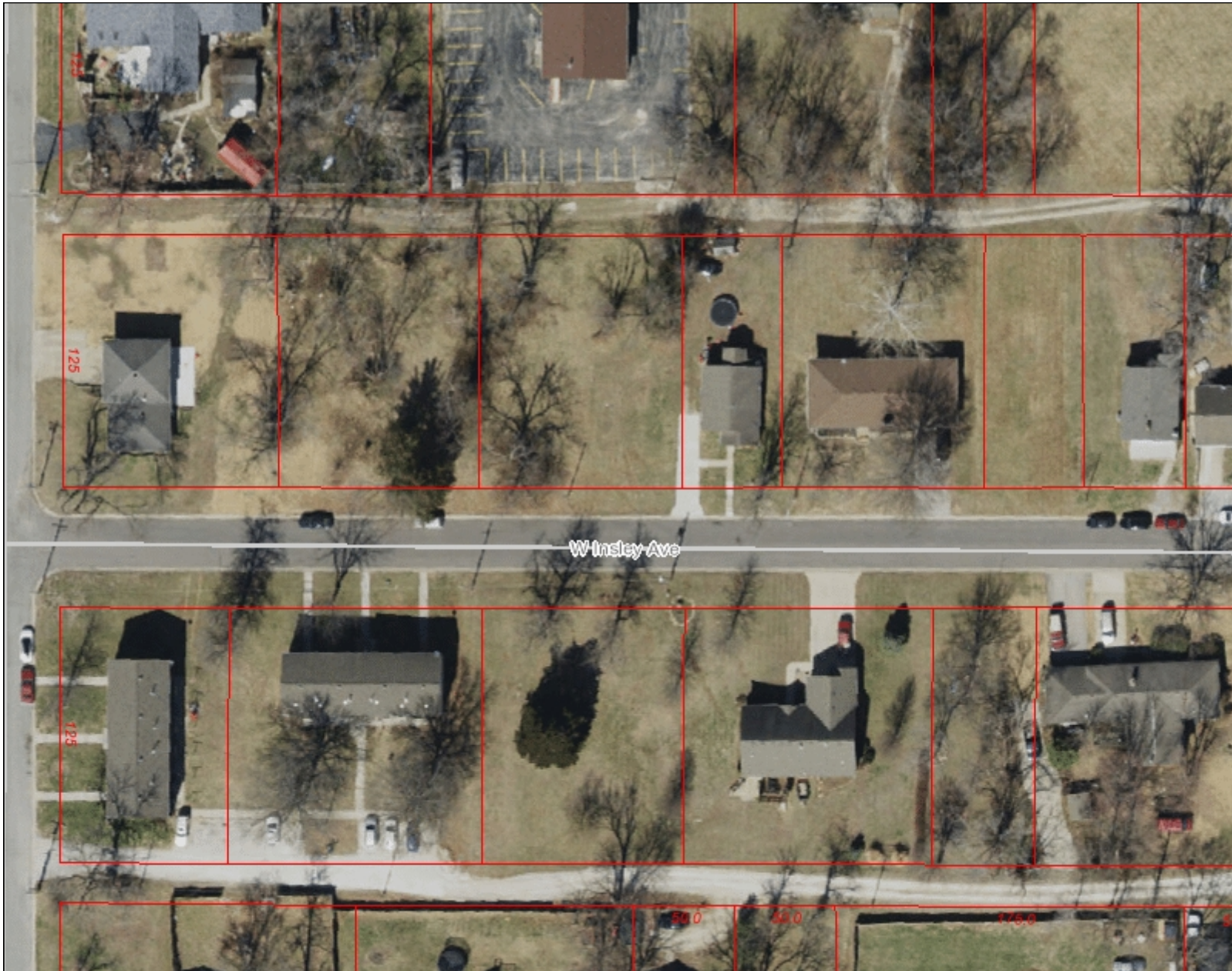
COMMISION OPTIONS

1. **Recommend approval to the City Council, with or without conditions.**
2. **Recommend denial to the City Council.**
3. **Continue the Public Hearing to another date, time and/or place.**

231-233 W. Insley Aerial-Zoomed



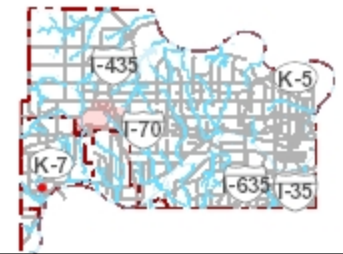
GeoSpatial Services
710 N 7th St, Suite 200 | Kansas City, KS 66101
Ph: 913-573-2941 | gss@wycokck.org
www.wycokck.org/gss



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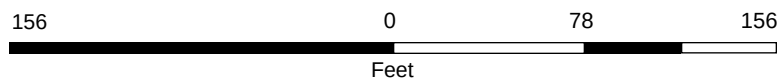
- Points of Interest
- Lakes
- Rivers
- Streams
- Parks*
- Platted Parcel
- Unplatted Parcel
- ROW Parcel
- Municipal Boundaries
- Railroads

Locater Map



Notes

Map Print Date: 10/25/2021 12:37 PM

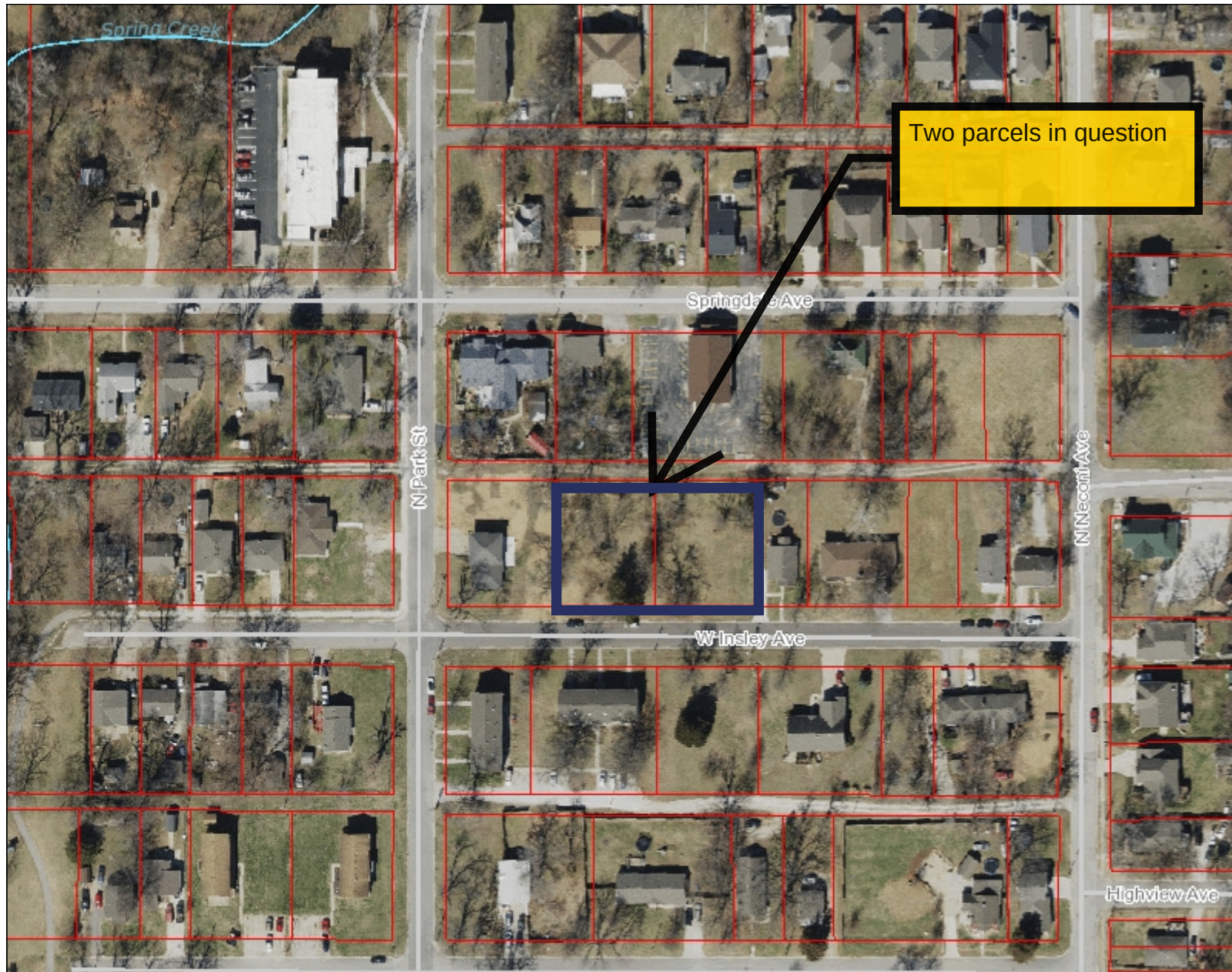


Map Scale
1: 939



(c) 2015 Unified Government

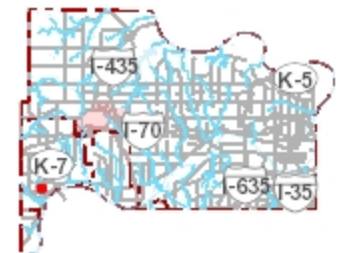
DISCLAIMER OF WARRANTY AND ACCURACY: Unified Government of Wyandotte Co./Kansas City, KS (UG) makes no representations or warranties about this map or its content, including, without limitation, accuracy, completeness, or fitness for any purpose. Users of this map document do so at their own risk; UG will not be liable to any such user for any loss or damage whatsoever.



Legend

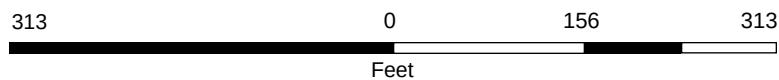
- Points of Interest
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- Municipal Boundaries
- Railroads

Locater Map



Notes

Map Print Date: 10/25/2021 12:36 PM



Map Scale
 1: 1,878



(c) 2015 Unified Government

DISCLAIMER OF WARRANTY AND ACCURACY: Unified Government of Wyandotte Co./Kansas City, KS (UG) makes no representations or warranties about this map or its content, including, without limitation, accuracy, completeness, or fitness for any purpose. Users of this map document do so at their own risk; UG will not be liable to any such user for any loss or damage whatsoever.

CITY OF BONNER SPRINGS, KS
Community and Economic Development Department
SPECIAL USE PERMIT (SUP) APPLICATION

Staff Use Only

SUP-05-21

PC Date: 11/16/21
CC Date: 12/20/21
Date Rec'd: 9/13
Rec'd by: MJL

Date: 9-12-2021

Subject Property Address: 231 & 233 West Insley

Project Name (if applicable):

Applicant Name: MIKE TODD - MIKES RENTALS LLC Phone: 913-915-9666

Address: 6836 KANSAS AVE., KANSAS CITY, KS 66111

E-mail (required): MIKE@BRIARWOODCONSTRUCTIONKC.COM

Record Property Owner: MIKE'S RENTALS, LLC Phone: 913-915-9666

Parcel No.: 189621 (231) Quarter Section: Section/Township/Range:

Legal Description of the Tract: LOTS 5-8, BL 7, SUNNYSIDE TO SARATOGA PARK

Tract Acreage: 0.56 General Location/Cross-streets: N. PARK ST

Zoning: R1-A Present Use: VACANT Requested Use: DUPLEX - MULTIFAMILY

I hereby certify that the information herein submitted is complete, true, and accurate. That I have been reviewed the development procedures and guidelines required, and I hereby grant the City permission to post a public notice sign on the subject property.

Applicant Signature: Michael Todd Date: 9.13.2021

Applicant Name (Printed): Michael Todd - Mikes Rentals LLC

Does Applicant have Permission from the Owner(s) to Apply for an SUP and Authorize Permission to Post?

Yes ☒ No ☐

If Requested, Can the Applicant Provide a Letter of Consent from the Owner(s)?

Yes ☒ No ☐

Special Use Permit (SUP) Application Process

A pre-application meeting with the City Planner is required prior to application submittal. Call or email to set an appointment -- 913-667-1708

Applicants are encouraged to communicate with all adjacent property owners prior to beginning the special use permit process.

Submittal Requirements

X Completed and signed application – Signature of applicant and property owner's consent are required

— Eight (8) 11" x 17" copies of a scaled site plan or survey of the area for a special use permit

Site plan must be:

- drawn to scale,
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- indicate buildings, parking, north arrow, etc.

X Check for \$300.00 – made payable to the City of Bonner Springs for application fee

X PDF copy of all drawings must be emailed to the City Planner

Additional fees

City staff generates a list of property owners within the 200' radius of the exterior of the subject property and creates and mails notification of a public hearing for a Special Use Permit application.

- *Applicants will be billed \$12 for each unique property owner on the 200' mailing list.*

City staff submits the required notification to the City newspaper for publication not less than 20 days prior to the public hearing.

- *Applicants will be billed for the publishing costs.*

City staff will prepare and post a Notice of Public Hearing sign.

- *Applicants will be billed \$25 for the first sign and \$10 for each additional sign, if applicable.*

Meetings

The Planning Commission holds a public meeting and votes to recommend approval or denial of the application.

- *Planning Commission meetings are typically on the third (3rd) Tuesday of each month at 7:00 PM*

The Governing Body will review the application for consideration and action at a regular City Council meeting.

- *The City Council typically meets on the second (2nd) and fourth (4th) Monday of each month at 7:30 PM.*

Reference

Lists of all Special Uses are located in the Zoning Ordinance Appendix A or Appendix B

Additional information on Special Uses is located in the Zoning Ordinance Article XXVII

https://www.bonnerrsprings.org/DocumentCenter/View/92/zoning_ordinance?bidId=

Questions? -- Contact the City Planner at 913-667-1708

FEES

Application Fee: \$300 \$ 300.5 pd 9/13
Notification: 14 x \$12 = \$ 168.5
Publication: \$ _____
Sign (first): \$25 \$ 25.5
Add'l Signs _____ x \$10 = \$ _____

Total Due: \$ _____

Invoice Date: _____
Payment Rec'd Date: _____
Check #: _____
Receipt #: _____

ORDINANCE NO. _____

An Ordinance to approve a Special Use Permit for Mikes Rentals, LLC (Mike Todd) located at 231 and 233 West Insley Avenue; under SUP-05-21. This Special Use Permit is to allow for the construction of two, two family dwelling units (duplexes), as allowed in the R-1A Zoning District; by the Zoning regulations of the City of Bonner Springs.

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

SECTION I: That the Official Zoning Map be amended to indicate a Special Use Permit for 231 and 233 W. Insley Avenue, Mikes Rentals, LLC.; approved under SUP-05-21 allowing for the construction of two – two family attached dwelling units (townhome/duplex) as allowed for in the R-1A (Residential Special District) at 231 and 233 West Insley Avenue and allowed by the Zoning regulations of the City of Bonner Springs.

The approval of SUP-05-21 is subject to the following six (6) conditions:

- 1) Developer/builder shall be responsible for the construction of sidewalks along West Insley Avenue as indicated in the Future Sidewalks and Trails Mater Plan.
- 2) Developer/builder shall be responsible for all fees associated with building permits.
- 3) Special Use Permit shall be valid in perpituity
- 4) Special Use Permit shall expire when the operation of the approved use is discontinued; and
- 5) Special Use Permit shall not transfer to another person wihtout notification being sent to the Community Development Department or to a different location; and
- 6) Special Use Permit may be revoked by the Governing Body for violation of and/or non-compliance with the Municipal Code of Ordianaces of the City of Bonner Springs, Kansas.

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

Approved by the Governing Body and signed by the Mayor on this ____ day of _____, 2021.

Jeff Harrington, Mayor

ATTEST:

Christina Brake, CMC, City Clerk
(SEAL)

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Amber Vogan

Subject: Right-of-Way Use Agreement with the Kansas Secretary of Transportation

Recommendation: The Assistant City Manager recommends approval.

Action: Make a motion to approve the Right-of-Way Use Agreement with the Kansas Secretary of Transportation for the Welcome and Gateway Signage with unsubstantial changes from City Attorney review, and authorize the Mayor to sign the agreement.

Background: In 2020, the Tourism Committee discussed the current “Welcome to Bonner Springs” signs and the majority of the committee expressed the desire to update the design of these signs. Since the City adopted the new sunflower logo design, the current signs do not match our brand guidelines, and there is no consistency in sign design across the City with parks signs, welcome signs, and other wayfinding signage.

Landworks Studio completed the Parks Master Plan update which included a preliminary design for parks’ signage. Staff requested a proposal to update the design of all signage in the City to coordinate with the parks’ signage. The proposal includes discussions and design and construction bid documents for new welcome signs and parks signs, and construction administration after bidding.

The City contracted with Landworks Studio to complete design and construction documents for welcome, wayfinding, and parks signs throughout the City. The completed design documents are attached. Wilson and Company, the City’s engineering contractor, was selected to complete the engineering and KDOT gateway signage applications.

Discussion: Since our last discussion on the project, Wilson and Company has been preparing the construction documents for bid and working with KDOT to reach an agreement for right-of-way use since most of our welcome signs are on KDOT highway right-of-way. We received the agreement back from KDOT this week, and it is currently under City Attorney review. Any edits to the agreement would be unsubstantial and would not change the intent of the agreement. The next step is to publish a bid notice and bring the results of the bid to the Council for final approval of the company selected to complete the project in early 2022 to allow for construction to start in the spring. In order to stay on this timeline we included the agreement on this agenda to move forward with a Request for Proposals in January.

Financial Impact: The expected cost for construction of all signs is estimated at approximately \$175,000, plus the engineering cost of \$9,800, bringing the estimated total cost to \$184,800. The 2022 Budget includes \$194,650 in the CIP for this project. These funds came from IRB origination fees which are restricted for Economic Development Activities and can be used to fund the construction and engineering of the signs.

City of Bonner Springs, Kansas (Licensee)
Joint Use of Highway Right-of-Way for Gateway Monuments
Wyandotte County, Kansas

RIGHT-OF-WAY USE AGREEMENT

This Agreement, made and entered into this _____ day of December, 2021, is between the Secretary of Transportation of the State of Kansas (the “Secretary”) and City of Bonner Springs, Kansas (“Licensee”), collectively referred to as the “Parties.”

RECITALS:

- A. The Secretary holds an interest in five tracts of land that are part of the state highway system as further described in paragraph 1 below (the “Premises”), under the jurisdiction of the Kansas Department of Transportation (KDOT).
- B. Licensee desires to use the Premises for five new Gateway Monuments, as further described in paragraph 2 below (the “Stated Use”).
- C. The Secretary will allow Licensee to use the Premises for the Stated Use, provided such use does not impair the use and safety of the existing public roadway and Licensee maintains the Premises for use as part of the state highway system.
- D. The Secretary also holds an interest in two tracts of land that are part of the state highway system as further described in paragraph 1 below (the “Premises”), under the jurisdiction of the Kansas Department of Transportation (KDOT), and to date, the Licensee has used the tracts of land for two Gateway Monuments, as further described in paragraph 2 below (the “Stated Use”) without any existing agreement with the Secretary.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Granting of License; Premises. To the extent of its interest therein, the Secretary hereby grants and empowers to Licensee the right and privilege to use the Premises for the Stated Use (the “License”). The Premises are shown in “Exhibit A,” which is attached and incorporated into this Agreement by this reference, and more specifically described as follows:

Gateway Sign 1A

State Highway US-24/K-7, Log Mile 4817.9 southbound, north of Elizabeth Ave. and located on the Westside of US-24/K-7, Lat 39.111858, 94.891039

Gateway Sign 2A

State Highway K-32, Log Mile 17.2, eastbound, east of 142nd St. and located on the southside of K-32, Lat 39.057844, Long 94.908544

Gateway Sign 3A

State Highway K-24/40 (State Avenue), Log Mile 416.7 eastbound, east of 142nd Street located on the southside of US-24, Lat 39.11574167, Long 94.90816667

Gateway Sign 1B

State Highway K-7, Log Mile 164.3, northbound, north of W 43rd St. and located on the Eastside of K-7, Lat. 39.051489, Long 94.863681

Gateway Sign 2B

State Highway K-32, Log Mile 20.6, westbound, 0.83 miles east of 121 street and located on the northside of K-32, Lat. 39.065389, Long. 94.846378

It is further understood that the Secretary hereby grants and empowers Licensee to continue to use two additional Premises where two Gateway Monuments are currently constructed, specifically described as follows:

Gateway Sign C1

State Highway K-7 north bound, Log Mile, North of K-32 on the eastside of the highway, Lat. 39.062664, Long 94.874236.

Gateway Sign C2

State Highway K-32 west bound, Lob Mile, East of K-7 on the northside of the highway, Lat. 39.061972, Long 94.872444.

The use of these Premises shall be limited to the Stated Use, and the Licensee agrees and covenants that the Licensee shall make no modifications to the design and structure of the currently existing Gateway monuments located on the Premises unless approved by the Secretary.

2. Stated Use. The Stated Use of this License is limited to four new Gateway Monuments, constructed in accordance with the design plans, included as “Exhibit B.” The Parties understand and agree that the Secretary shall have no duty or obligation whatsoever other than allowing the Licensee the right and privilege to use the Premises for the Stated Use.

It is also understood and agreed that two grandfathered Gateway Monuments, preexisting this Agreement, are located on Premises that are described in paragraph 1. The Secretary agrees to the Licensee’s continued use of the Premises for the preexisting Gateway Monuments. The Licensee agrees and covenants that the Stated Use of the preexisting Gateway Monuments is limited to two Gateway Monuments, and that the Licensee will not make any modifications to the currently existing monuments, or their design and structure, unless approved by the Secretary.

3. Hunting Prohibition. Licensee acknowledges hunting is expressly prohibited on the Premises and agrees not to use or allow the Premises to be used for hunting purposes.

4. Plans and Specifications.

A. Licensee agrees to prepare, or have prepared, any necessary plans and specifications for the development of the Premises, which must include plans for eradication of improvements and/or restoration of the Premises to its original condition, as applicable. Plans for the Gateway Monuments prepared by Licensee are shown on “Exhibit B.” All landscaping and associated plans shall comply with the Secretary’s Non-Highway Use of Right-of-Way Policy, available at

<http://www.ksdot.org/bureaus/burMaint/nonhighwayuseofRoW.asp>. Upon approval by the Secretary or Secretary's designee, and, if required under applicable Regulations, the Federal Highway Administration ("FHWA"), the plans as outlined in "Exhibit B," and any other approved plans, by this reference will become a part of this Agreement.

- B. Licensee agrees prior review and approval by the Secretary, and, under applicable regulations, the FHWA, is needed for any revision in the design of the development from that which was originally approved for construction, or any change in the Stated Use of the Premises. The Secretary's and FHWA's approval is for the Secretary's and FHWA's benefit only, and such approval is not intended nor is such approval to be construed as benefitting Licensee, Licensee's contractors or consultants, or any other third party.
- C. Licensee understands and acknowledges its obligation to perform all construction, maintenance or other work under this Agreement in a workmanlike manner in accordance with all generally accepted and prevailing applicable standards. Licensee further agrees to require the contractor to provide a performance bond in a sum not less than the amount of the construction contract as awarded.
- D. If the Secretary determines that continued use of the Premises is or will interfere with KDOT's use of its right-of-way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, Licensee will restore the Premises to its original condition prior to the construction of the development.

5. Change in Stated Use. Licensee agrees that any revision to the Stated Use of the Premises must be approved by the Secretary in writing.

6. Licensee Expenses. All costs for the planning, plan preparation, construction, maintenance and other contingencies that may arise in connection with Licensee's use of the Premises will be at the exclusive expense of Licensee.

7. License Fee; Payment. The Secretary has determined that the Stated Use is a nonproprietary governmental use in accordance with 23 C.F.R. § 710.403. Therefore, Licensee shall pay the Secretary an annual fee of \$0 dollars per year during each year this Agreement is in effect.

8. Restrictions on Transfer. Licensee shall not transfer, assign, or convey this Agreement or the License created by this Agreement without the express written approval of the Secretary. Licensee warrants and represents that Licensee is the actual user of the Premises at the time of execution of this Agreement.

9. Taxes. In the event that the Secretary is charged property taxes for the Premises, the Licensee shall be responsible for the payment of such taxes. If the Secretary receives a property tax bill from the appropriate taxing jurisdiction, the Secretary shall forward such bill to the Licensee

within fifteen (15) days. The Licensee agrees to pay the property tax bill in full, and provide documentation of such payment to the Secretary at the address below.

10. Term. The term of this Agreement will be for 30 years from the execution date of this Agreement. Thereafter, the term of this Agreement shall automatically renew for successive one (1) year terms, unless either Party terminates the Agreement in accordance with the Terms hereof.

11. Termination.

- A. The Secretary may terminate this Agreement at any time and for any reason by giving Licensee ninety (90) days written notice of termination. Licensee agrees to restore the Premises to its original condition ten (10) days prior to the effective termination date at no cost to the Secretary or the FHWA.
- B. If Licensee violates any term of this Agreement, or ceases to use or abandons the Premises, the Secretary may terminate this Agreement after giving Licensee written notice of the violation and a period of not less than thirty (30) days to remedy such violation. If such violation(s) are not remedied and the Agreement is terminated, Licensee shall restore the Premises to its original condition prior to the effective termination date at no cost to the Secretary or the FHWA.
- C. Licensee may terminate this Agreement at any time by giving the Secretary a thirty (30) day written notice of such intent. Licensee shall restore the Premises to its original condition within fifteen (15) days prior to the effective termination date given by notice at no cost to the Secretary or the FHWA.
- D. In the event Licensee does not restore the Premises as required under A, B, or C above, the Secretary will arrange for its restoration and bill the Licensee for that expense. Licensee agrees to reimburse the Secretary for the cost of such restoration. Licensee shall remain obligated to the Secretary under this subparagraph (D), which hereby expressly survive the expiration or termination of this Agreements.

12. Hazardous Materials Prohibited. Licensee shall not use the Premises to store any hazardous material or underground storage tanks, to include without limitation any substance or material which has been determined by the U.S. Secretary of Transportation to be capable of posing an unreasonable risk to health, safety, and property when transported in commerce, and which has been so designated (49 C.F.R. 171.8). Further, Licensee agrees the Premises will not be used for any purposes that would constitute a potential fire hazard or any other hazard that would impair the use or safety of the Premises or the public roadway.

13. Safeguards; Maintenance and Repair. Licensee will provide the necessary safeguards to protect the public and the Premises, and to protect the safety and appearance of the highway facility. All maintenance shall be the responsibility of the Licensee and Licensee agrees to maintain the appearance of the Premises in accordance with all approved plans and specifications, or as otherwise required by the Secretary, and to repair any damages to the Premises caused by Licensee's use of the Premises. Licensee agrees to maintain the landscape of the Premises with appropriate maintenance,

including, but not limited to trimming/mowing vegetation around the Gateway Monuments, when necessary. Licensee agrees any repair or maintenance required will be made within a reasonable time after written notice has been given to Licensee by the Secretary, or, at the election of Licensee, compensation may be paid to the Secretary for necessary expenses for repairs or maintenance.

14. Indemnification. Licensee expressly agrees and covenants it will defend, indemnify, hold harmless, and save the Secretary, the FHWA, and the Secretary's and the FHWA's authorized representatives, agents, assigns, and employees, from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by Licensee, Licensee's agents, employees, contractors, or subcontractors, or use or maintenance of the Premises by any person. Licensee shall not be required to defend, indemnify, hold harmless and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives, agents, assigns, or employees.

15. Insurance. Intentionally deleted.

16. Purpose of Right of Way and Secretary's Right of Entry. Licensee agrees that the primary purpose of the right of way is for construction and maintenance of the state highway system, and that the Secretary and the FHWA reserve the right to enter upon the Premises at any time to construct, inspect, and maintain the Premises, or for any other highway purpose. The Secretary agrees to enter the Premises in a manner calculated so as not to unreasonably interfere with Licensee's use of the Premises. If the Secretary anticipates activities under this paragraph may require the disruption of operations of the Premises, the Secretary shall notify Licensee of the need for such activities and the expected period of disruption.

17. Structures. Licensee agrees no permanent structure will be built on the Premises, but the Secretary agrees Licensee may make such temporary improvements as are necessary in order for the Premises to be used for the Stated Use, so long as the temporary improvements are permitted by the designated KDOT Engineer, in writing. Licensee further agrees the Premises will be functional and orderly, in compliance with screening measures required pursuant to KDOT practices and procedures, and properly maintained.

18. Licensee Responsible for Repairs and Providing Alternative Accessible Routes.
Intentionally deleted.

19. Civil Rights Act.

- A. *Non-Discrimination – Construction and Operations.* The Licensee for itself, its representatives, its successors in interest, and its assigns, as a part of the consideration for the License, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the Premises described in this License for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations,

Department of Transportation, Sub Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended. (See “Special Attachment No. 1, Rev. 09.20.17” which is attached and incorporated into this Agreement by this reference).

- B. *Non-Discrimination – Use of Facilities.* The Licensee for itself, its representatives, its successors in interest, and its assigns, as a part of the consideration for the License, does hereby covenant and agree that (1) no person on the ground of race, color or national origin, sex, age, disability/handicap and low income status shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, or national origin, sex, age, disability/handicap and low income status, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, Title 23 Code of Federal Regulations, part 200, Title VI Program and Related Statutes – Implementation and Review Procedures, and as said Regulations may be amended.
- C. *Effect of Breach.* In the event of breach of any of the above nondiscrimination covenants, the Secretary shall have the right to terminate the License and to reenter and repossess said land and the facilities thereon, and hold the same as if said License had never been made or issued.

20. Signage. Licensee agrees that no other on-premises signs shall be erected on the Premises without the express consent of the Secretary.

21. No Property Rights. It is understood and agreed by the Parties that this Agreement only creates a license for the use of the Premises for the specific Stated Use and is subject to the terms of this Agreement. It is further understood and agreed by the Parties that this Agreement does not create, grant, convey, transfer, or vest, any property right or interest in the Premises to Licensee. Licensee understands and agrees that upon the expiration or termination of this Agreement, Licensee will not qualify for any relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the “Uniform Act”), 42 U.S.C. § 4601, *et seq.*

22. Authority to Execute. Each of the persons executing this Agreement on behalf of the respective Parties represents and warrants they have the authority to bind the party on behalf of whom they sign this Agreement for, and all acts requisite to the authorization to enter into this Agreement have been taken and completed.

23. Notices. Each party shall provide the other with written notice or any pertinent correspondence through the following addresses:

To Secretary:

Kansas Department of Transportation
Bureau of Maintenance
Attn: Chief of Maintenance
700 SW Harrison Street
Topeka, KS 66603

To Licensee:

City of Bonner Springs
Attn: Mr. Jeff Harrington, Mayor of City of
Bonner Springs
200 E 3rd St.
Bonner Springs, KS 66012

24. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and Licensee and their successors and assigns.

25. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement by their proper officers on the day and year first above written.

City of Bonner Springs, KS

By: _____

Name: Jeff Harrington

Title: Mayor of Bonner Springs

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, that the undersigned, a Notary Public in and for the County and State aforesaid, came _____, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

I, Burt Morey, P.E., Deputy Secretary and State Transportation Engineer, pursuant to the authority delegated to me by the Secretary of the Kansas Department of Transportation under K.S.A. 75-5005, hereby certify that I have authority to act on behalf of the Secretary of Transportation when the Secretary is absent or unavailable, and further certify I have signed the above foregoing document in accordance with that authority.

Kansas Department of Transportation
Secretary of Transportation

By: _____

Burt Morey, P.E.
Deputy Secretary and
State Transportation Engineer

STATE OF KANSAS)
) ss:
COUNTY OF SHAWNEE)

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, that the undersigned, a Notary Public in and for the County and State aforesaid, came Burt Morey, P.E., Deputy Secretary and State Transportation Engineer for the State of Kansas, who is personally known to me to be the same person who executed the foregoing instrument of writing and such person acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

District 1
Recommended by:

District Engineer

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

[illegible][illegible]

HEAVY ELEVATION SIGN
ROAD ID# AND THE ORIGIN
ROAD ID# AND THE ORIGIN
ROAD ID# AND THE ORIGIN

K-7 SB

K-7 NB

DEPT. OF TRANSPORTATION

KERRY ROBERTS MEMORIAL PARK

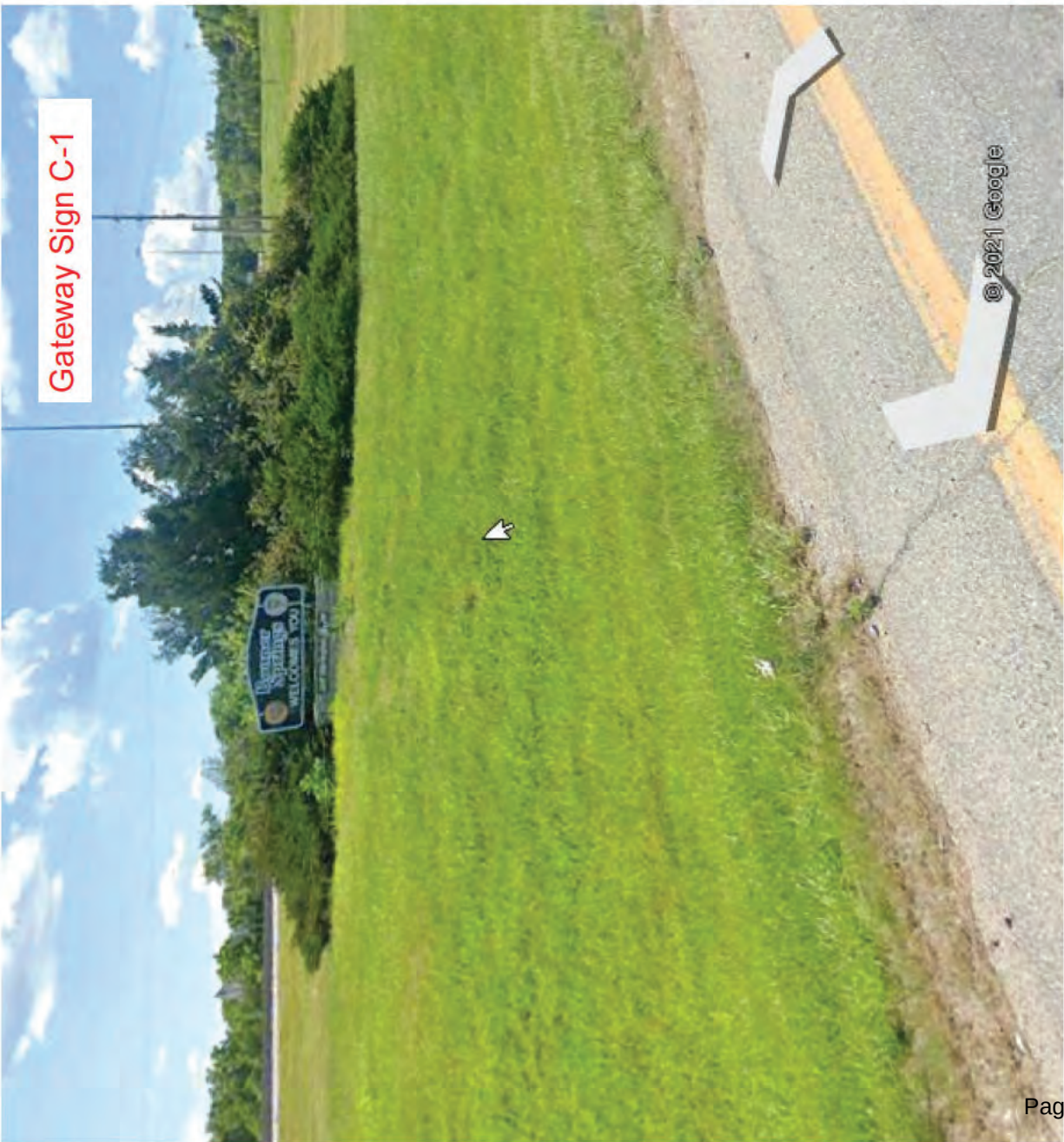
[illegible]

NOTE: FINAL LOCATION OF ALL PROPOSED SIGNS TO BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION. SEE SIGN AND FOUNDATION DETAIL SHEETS.











BONNER SPRINGS GATEWAY SIGNAGE

CITY OF BONNER SPRINGS, KANSAS

Sheet Number	Sheet Title
1	GENERAL NOTES & SUMMARY OF QUANTITIES
2	SIGN LOCATIONS 1
3	SIGN LOCATIONS 2
4	SIGN DETAILS L000
5	SIGN DETAILS L001
6	SIGN DETAILS L001
7	SIGN DETAILS L001
8	SIGN DETAILS L002
9	SIGN DETAILS L003
10	FOOTING DETAILS
11	KDOT STANDARD DETAIL TE003
12	KDOT STANDARD DETAIL TE000
13	KDOT STANDARD DETAIL TE002
14	KDOT STANDARD DETAIL TE010
15	KDOT STANDARD DETAIL TE012
16	KDOT STANDARD DETAIL TE020
17	KDOT STANDARD DETAIL TE022



SIGN LOCATION MAP

1"=1500'

UTILITY CONTACTS

GAS:
AT&T
1-866-322-8667
TELEPHONE:
AT&T
877-420-9132
FIBER OPTICS:
AT&T
POWER:
ENERGY
816-556-2103
WATER:
CITY OF BONNER SPRINGS
913-441-1961

FOR REVIEW ONLY
NOT FOR
CONSTRUCTION

BONNER SPR NGS
GATEWAY SIGNAGE
TITLE SHEET

WILSON & COMPANY
800 E 101ST TERR., STE 200

CITY OF BONNER SPRINGS, KANSAS
PUBLIC WORKS DEPARTMENT
205 EAST SECOND STREET
P.O. BOX 38
BONNER SPRINGS, KS 66612
PHONE: (913) 422-1020



10/18/2021
D.M.
J.M.
J.K.
1.558CV.dwg

GENERAL NOTES

- The construction covered by these plans shall conform to all applicable Standards and Specifications of the Public Works Department of the City of Bonner Springs, Kansas, in current usage and all applicable KDOT Standard Specifications for State Road & Bridge Construction, 2015 Edition.
- All workmanship and materials shall be subject to the inspection and approval of the Engineering Department of the City of Bonner Springs, Kansas.
- Linear foot measurements shown on the plans are horizontal measurements. All payments shall be made on horizontal measurements, unless stated otherwise in the plans or specifications.
- Prior to ordering precast structures, shop drawings shall be submitted to the City Engineer for approval.
- Prior to commencement of work, the Contractor shall notify all those utility companies which have facilities in the near vicinity of the construction to be performed.
- Public and private utility facilities shall be moved or adjusted as necessary by the owner to fit the new construction unless otherwise noted in plans. The Contractor shall coordinate with the utility companies when it is necessary to adjust utility facilities during construction.
- The Contractor shall protect all trees from damage by placing safety fence around them. Safety fence shall be SUBSIDIARY to "Demolition & Site Preparation". The Contractor shall adjust slopes (3:1) Max as necessary to protect trees identified to be Saved. No tree shall be removed without permission of the Engineer, unless shown otherwise. All trees marked "X" shall be removed by the Contractor.
- Demolition & Cleaning operators and disposal of all debris therefrom shall be performed by the Contractor in strict accordance with all local, State, and Federal codes and ordinances.
- All existing pavement, sidewalks, driveway, concrete pads, landscaping, structures, and curb & gutter in conflict with proposed improvements shall be removed and become the property of the Contractor and removed from the project site unless otherwise noted. This work will be paid under the "Demolition & Removal" bid item.
- Prior to any land disturbance activities, the Contractor shall prepare and submit an erosion control plan to the City for approval.
- No separate payment will be made for excavation. Excavation shall be considered SUBSIDIARY to other items in the contract.
- The Contractor is hereby advised that no Federally-owned mailbox may be disturbed. The Contractor shall give at least twenty-four (24) hours advance notice to the Manager of Delivery and Collections. Tampering with Federal mail facilities may subject the Contractor to prosecution by the Federal Government.
- Driveways, sidewalks and other areas damaged by the Contractor shall be restored at Contractor's expense to a condition equal to or better than existing before damaged occurred.
- Contractor shall maintain existing traffic signage through the duration of construction. This item shall be SUBSIDIARY to other items in the contract.
- Soil backfill for all signs shall be SUBSIDIARY to other items in the contract.
- The Contractor, at the Contractor's expense, shall be responsible for maintaining, and if damaged, restoring driveway manure, yard signs, sprinkler systems, irrigation valve boxes, and septic systems to a condition equal to that before damage occurred. Damaged sprinkler systems shall be temporarily connected for use by property owner during construction at the Contractor's expense.
- Police, Fire, Med-Aid, and school bus companies shall be notified prior to closing any street with approval of the City.
- A construction phasing plan shall be submitted to the City for review and approval prior to the commencement of any work. The plan shall include provisions for maintaining vehicular access for adjacent property owners during construction.
- A traffic control plan shall be submitted to the City for review and approval prior to the commencement of any work. The plan shall conform to the City of Bonner Springs standards, the latest edition of MUTCD, and the KDOT Standard Shoulder Work Details.
- Contractor shall provide staked locations of centerline of proposed sign footings where existing signs are not being replaced and notify the City and Engineer for approval prior to continuing construction activities. Proposed signs at locations where existing signs are being replaced shall be constructed in same location as existing sign unless otherwise noted in plans or directed by the Engineer.
- Contractor shall limit disturbance of existing vegetation and landscaping around all proposed signs to the extent possible. Any vegetation removed during construction of the sign shall be replaced to pre-construction condition as a part of the Restoration with the approval of the City.

SUMMARY OF QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	1 Primary Gateway Sign (1 Type A) - 1A	1	L.S.
2	2 Primary Gateway Sign (1 Type B) - 1B	1	L.S.
3	1 Secondary Gateway Sign - 2A	1	L.S.
4	3 Secondary Gateway Sign - 2B	1	L.S.
5	1 Pedestrian Sign - 3A	1	L.S.
6	1 Pedestrian Sign - 3B	1	L.S.
7	1 Directional Sign - 4A	1	L.S.
8	1 Directional Sign - 4B	1	L.S.
9	1 Directional Sign - 4C	1	L.S.
10	1 Directional Wayfinding Sign - 4E	1	L.S.
11	1 Primary Gateway Sign (1 Type A) - 6A	1	L.S.

¹ BID ITEM SHALL INCLUDE ALL WORK TO CONSTRUCT SIGN INCLUDING DEMO & SITE PREPARATION, SIGN FOOTING, BASE ROCK, SIGN BASE, SIGN FACE, SIGN LIGHTING AND CONNECTION TO ELECTRIC SERVICE, TEMPORARY TRAFFIC CONTROL, AND SITE RESTORATION.

² BID ITEM SHALL INCLUDE ALL WORK TO CONSTRUCT SIGN INCLUDING DEMO & SITE PREPARATION, SITE GRADING, MODULAR BLOCK RETAINING WALL, SIGN FOOTING, BASE ROCK, SIGN BASE, SIGN FACE, SOLAR PANEL, SYSTEM LIGHTING AND CONNECTION TO ELECTRIC SERVICE, TEMPORARY TRAFFIC CONTROL, AND SITE RESTORATION.

³ BID ITEM SHALL INCLUDE ALL WORK TO CONSTRUCT SIGN INCLUDING DEMO & SITE PREPARATION, SIGN FOOTING, BASE ROCK, SIGN BASE, SIGN FACE, TEMPORARY TRAFFIC CONTROL, AND SITE RESTORATION.

⁴ BID ITEM SHALL INCLUDE ALL WORK TO CONSTRUCT SIGN INCLUDING DEMO & SITE PREPARATION, SIGN FOOTING, SIGN POST, SIGN FACE, TEMPORARY TRAFFIC CONTROL, AND SITE RESTORATION.

⁵ BID ITEM SHALL INCLUDE ALL WORK TO CONSTRUCT SIGN INCLUDING DEMO & SITE PREPARATION, SIGN FOOTING, BASE ROCK, SIGN BASE, SIGN FACE, SOLAR PANEL, SYSTEM LIGHTING AND CONNECTION TO ELECTRIC SERVICE, TEMPORARY TRAFFIC CONTROL, AND SITE RESTORATION.



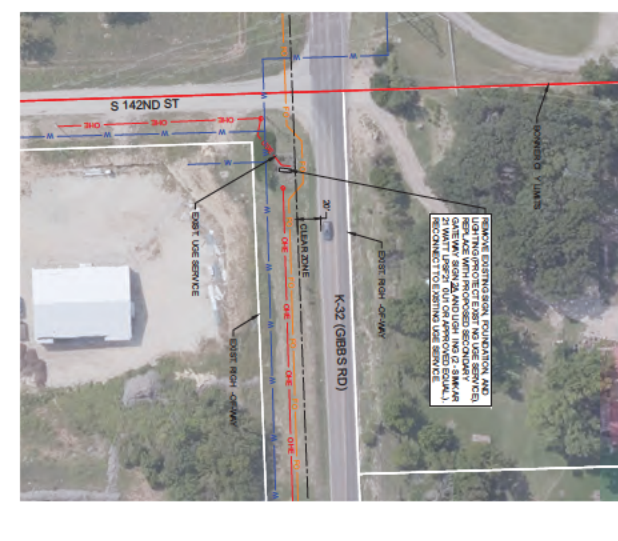
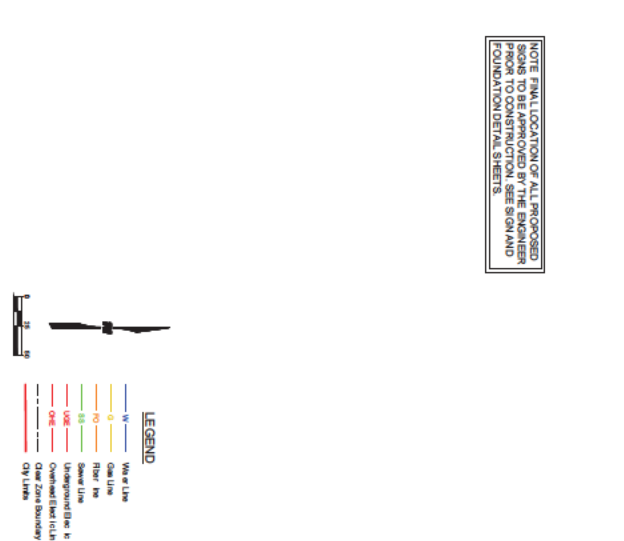
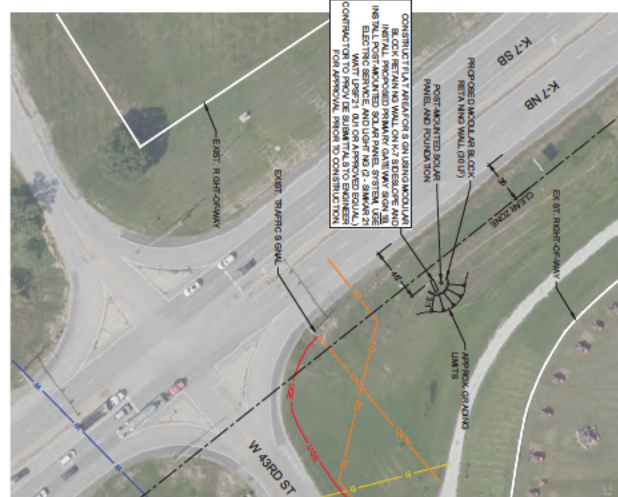
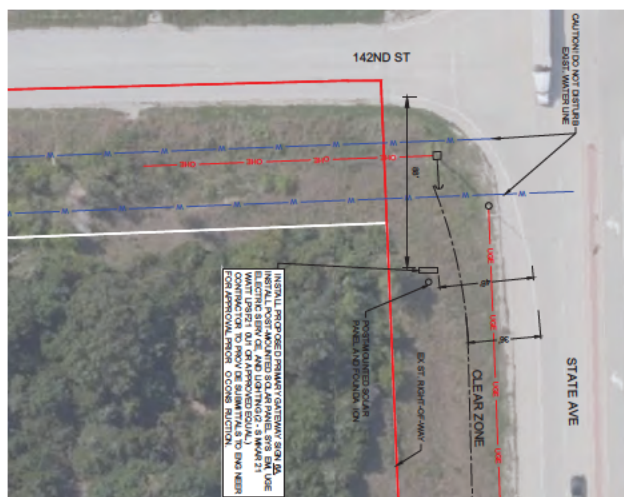
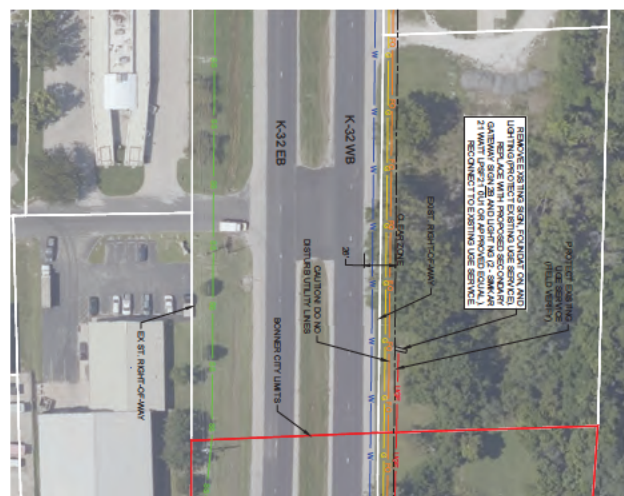
CITY OF BONNER SPRINGS, KANSAS
PUBLIC WORKS DEPARTMENT
205 EAST SECOND STREET
P.O. BOX 38
BONNER SPRINGS, KS 66012
PHONE: (913) 422-1020

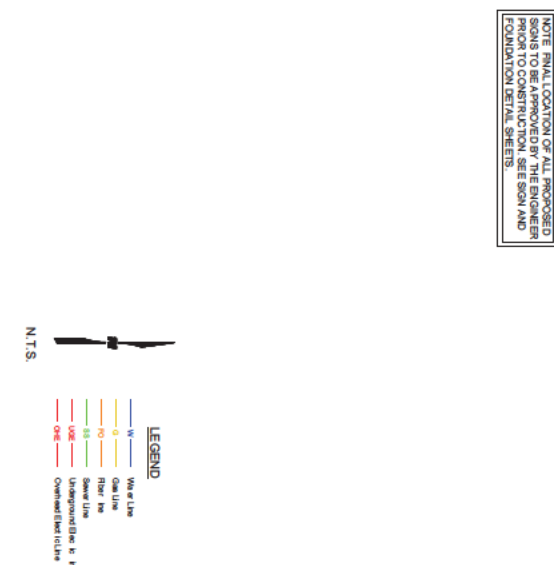
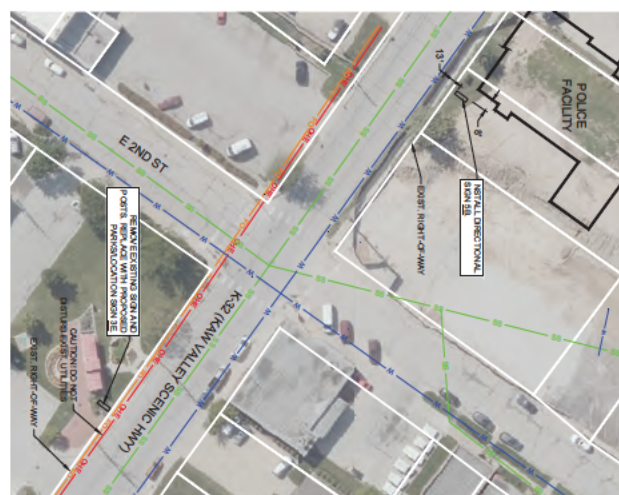
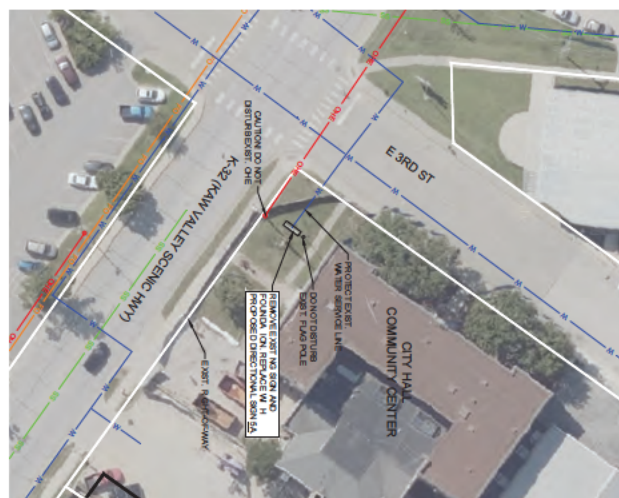


BONNER SPRINGS
GATEWAY SIGNAGE
GENERAL NOTES &
SUMMARY OF QUANTITIES

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

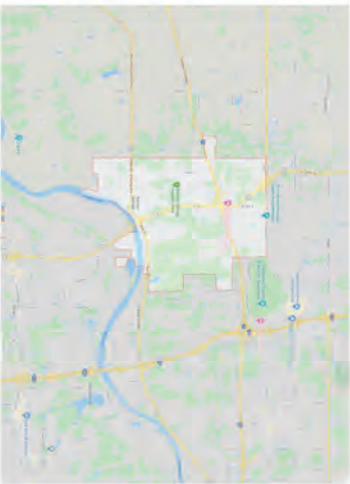
5/19/2023
LHM
JAH
JDK
1 150-024-Sig





PLOTTED BY: ERICA PLAC
 PLOTTED ON: Tuesday, September 15, 2020 8:09:41 AM
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CITY OF
BONNER SPRINGS
 CITYWIDE SIGNAGE



VICINITY MAP

SHEET INDEX

- L000 COVER SHEET
- L001 LOCATION MAPS
- L002 SIGN DETAILS
- L003 SIGN DETAILS
- L004 SIGN DETAILS



GENERAL NOTES

- APPROXIMATE SIGN LOCATIONS ARE SHOWN ON SHEET L001. SIGN LOCATIONS SHALL BE DETERMINED BY THE CITY ENGINEER. APPROVAL FROM THE CITY ENGINEER IS REQUIRED FOR ALL SIGN LOCATIONS AND SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL ADHERE TO BOOTH POLICE FOR USE OF RIGHT-OF-WAY FOR GATEWAY WELCOME FEATURES LANDSCAPING & ANYTHING.
- CONTRACTOR SHALL PROVIDE ALL MATERIAL, EQUIPMENT AND LABOR FOR THE CONSTRUCTION OF THE SIGN.
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CONCEPTUAL RENDERING

COVER SHEET
L000



BONNER SPRINGS CITYWIDE SIGNAGE

BONNER SPRINGS, KANSAS

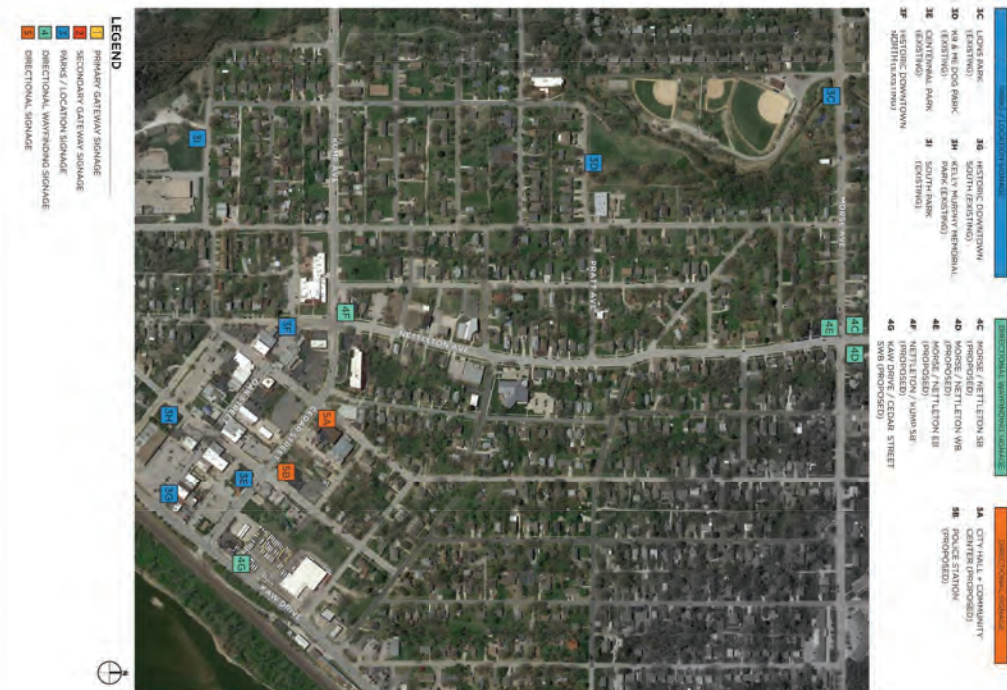
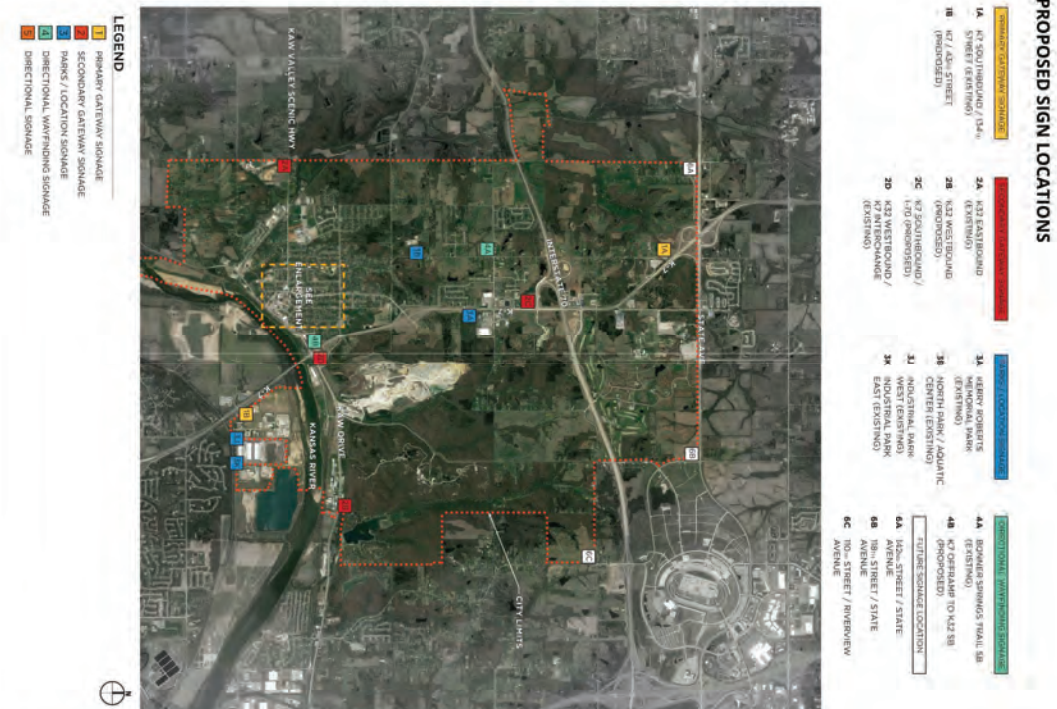


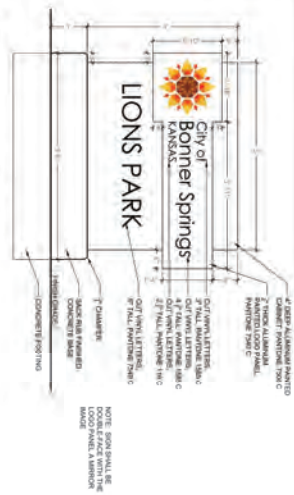
CITY OF BONNER SPRINGS, KANSAS
 PUBLIC WORKS DEPARTMENT
 205 EAST SECOND STREET
 P.O. BOX 38
 BONNER SPRINGS, KS 666012
 PHONE: (913) 422-1020

WILSON & COMPANY
 800 E 101ST TERR., STE 200
 BONNER SPRINGS, KS 66601

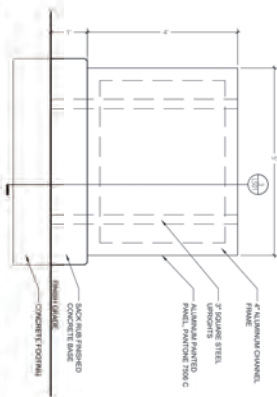
BONNER SPRINGS
 GATEWAY SIGNAGE
 SIGN DETA LS L000

FOR REVIEW ONLY
CONSTRUCTION

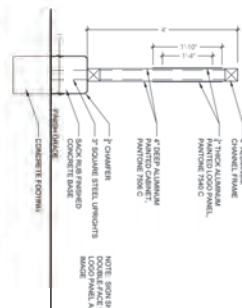
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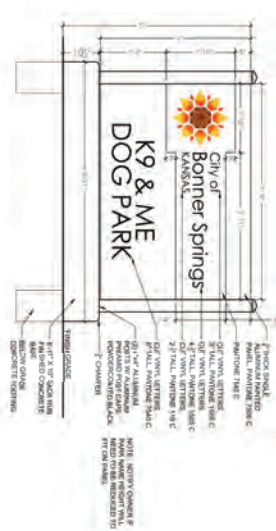
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SCALE = 3/4" = 1'-0"



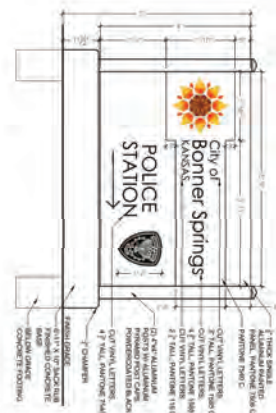
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SCALE: 3/4" = 1'-0"



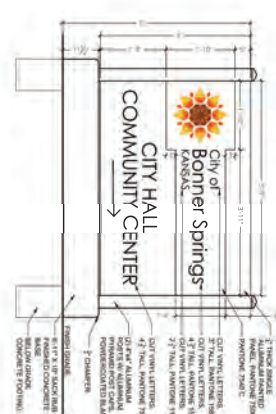
3 PARKS/LOCATION SIGN - TYPE A SECTION
SCALE = 3/4" = 1'-0"



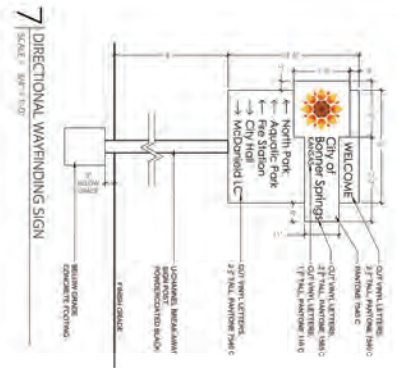
4 PARKS/LOCATION SIGN - TYPE B
SCALE = 3/4" = 1'-0"



5 DIRECTIONAL SIGN - TYPE A
SCALE = 3/4" = 1'-0"



6 DIRECTIONAL SIGN - TYPE B
SCALE: 3/4" = 1'-0"



SCALE: 500 = 1" = 1'-0"


$$\text{SCALE} = 30^\circ + 1.0^\circ$$

SIGN SCHEDULE				
TYPE	QUANTITY	TEST	FAZE	
PARAMOCCASION - TYPE A	7	LOOK PARK ADJUTANT CENTER ALERT ROBERTS PARK & WALK PARK PARK & WALK GOOD PARK PARK & WALK PARK & WALK ADJUTANT PARK DISTANCE DOWN (2) SOUTH PARK MOUNTAIN PARK (1)	DOUBLE DOUBLE SINGLE SINGLE SINGLE SINGLE SINGLE SINGLE SINGLE SINGLE SINGLE	
PARAMOCCASION - TYPE B	2	STATION CONCRETE CENTER	DOUBLE DOUBLE	
PARAMOCCASION - TYPE A	1	WELCOME	SINGLE	
PARAMOCCASION - TYPE B	1	WELCOME	SINGLE	
PARAMOCCASION - TYPE A	4	WELCOME	SINGLE	

[illegible]

SCALE = 1/100

Sign Details

L501

BONNER SPRINGS CITYWIDE SIGNAGE

BONNER SPRINGS, KANSAS

City of Bonner Springs

City of Bonner Springs
1001 S. 1st Street
Bonner Springs, Kansas 66005

Project Location: _____

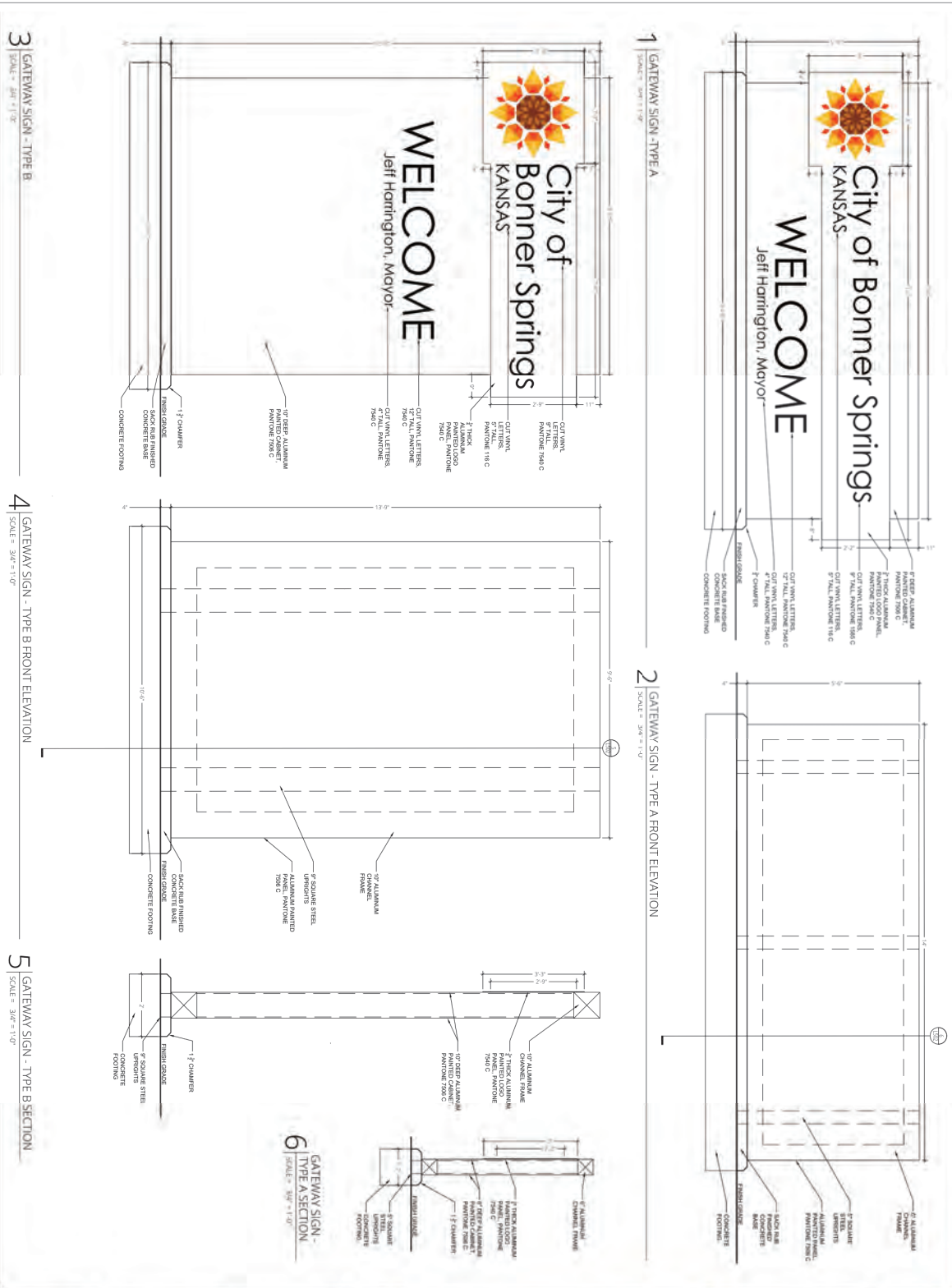
Drawn by: _____

Date: _____

City of Bonner Springs
1001 S. 1st Street
Bonner Springs, Kansas 66005

City of Bonner Springs
1001 S. 1st Street
Bonner Springs, Kansas 66005

PLOTTED BY: ERICA FLAD PLOTTED ON: Thursday, August 12, 2021 8:59:21 AM FILE NAME: L501 DETAILS.DWG
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City of Bonner Springs
KANSAS
City of Bonner Springs
Bonner Springs, Kansas



Landscape Architecture
Landscape Architecture
Landscape Architecture
Landscape Architecture



BONNER SPRINGS CITYWIDE SIGNAGE
BONNER SPRINGS, KANSAS

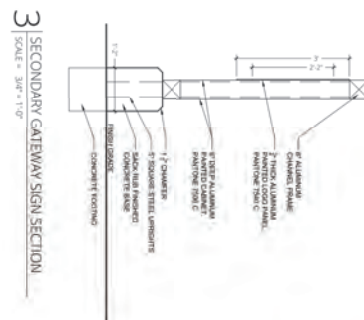
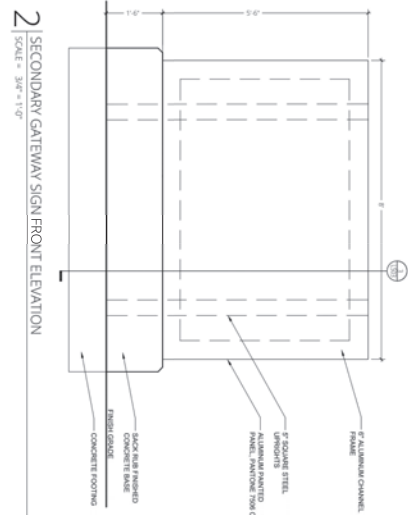
1502

SIGN DETAILS



Professional Engineer
State of Kansas
No. 1502
Exp. 12/31/2021

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IF THIS DRAWING IS PRINTED LESS THAN 24\"/>

1503
SIGN DETAILS



BONNER SPRINGS CITYWIDE SIGNAGE
BONNER SPRINGS, KANSAS

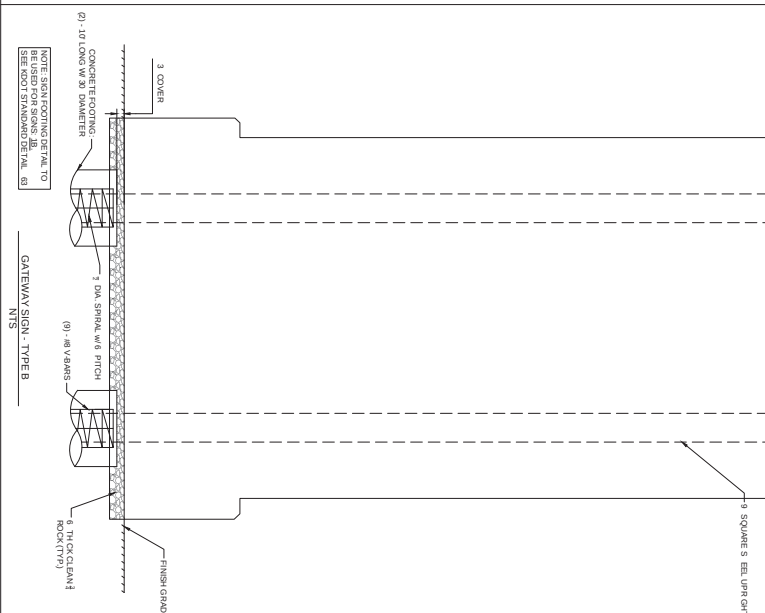
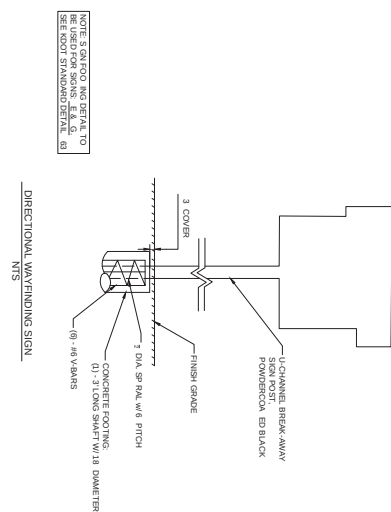


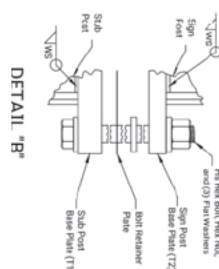
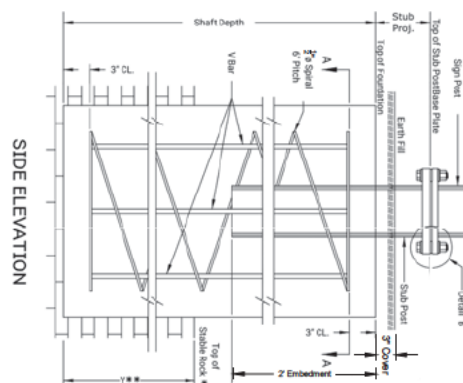
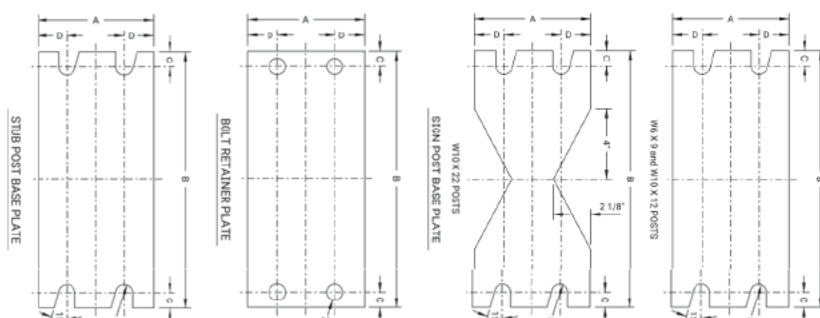
CITY OF BONNER SPRINGS, KANSAS
PUBLIC WORKS DEPARTMENT
205 EAST SECOND STREET
P.O. BOX 38
BONNER SPRINGS, KS 66012
PHONE: (913) 422-1020

WILSON & COMPANY
800 E 101ST TERR., STE 200

BONNER SPRINGS
GATEWAY SIGNAGE
SIGN DETA LS L503

FOR REVIEW ONLY
NOT FOR CONSTRUCTION





NOTE:
The plates shown are for right shoulder or gore installations. The plate side bevvels are to be reversed for left shoulder installations. The sign post and stub post are to be checked on case pictures.

POST SIZE	BOLT SIZE	TORQUE (ft. lbs.)	W5	T1	T2	A	B	C	D	R
W6 X 9	$\frac{3}{8}$ X 7	345	1"	$\frac{3}{8}$ "	4 $\frac{1}{2}$ "	9 $\frac{1}{2}$ "	12"	1 $\frac{1}{8}$ "	$\frac{1}{2}$ "	1 $\frac{1}{2}$ "
W6 X 9	$\frac{3}{8}$ X 7	345	1"	1"	5"	9 $\frac{1}{2}$ "	13 $\frac{1}{2}$ "	1 $\frac{1}{8}$ "	$\frac{1}{2}$ "	1 $\frac{1}{2}$ "
W10 X 22	$\frac{3}{8}$ X 6	640	1"	1 $\frac{1}{8}$ "	1"	6 $\frac{1}{2}$ "	14 $\frac{1}{2}$ "	$\frac{3}{8}$ "	1 $\frac{1}{8}$ "	1 $\frac{1}{2}$ "

T1 Stub Post Base Plate Thickness
T2 Sign Post Base Plate Thickness

FOUNDATION TABLE									
POST SIZE	STUB SIZE	SHAFT DIA.	SHAFT DEPTH	Y-#	NO.	SIZE	V-BAR		
LENGTH	6 IN.	A56	A57.2	14	1	#4			
W0.9.9	2.6'	6.0'	5.0'	6.0'	3.6'	6	#4		
W10.0.12	2.9'	6.5'	5.0'	8.0'	4.0'	5	#6		
W10.0.22	3.3'	7.4'	11.0'	12.4'	5.4'	13	#6		

NOTE TO THE ENGINEER
The intent of the AASHTO Roadside Design Guide and these plans is to have a 4" or less projection above the finished ground line after impact.



General Notes

All structural steel shall conform to ASTM A36 or A572 Grade 50. Alternating using ASTM A588 or A572 Grade 50 or other approved steels may be substituted for ASTM A572 steel. All structural steel shall be galvanized in accordance with ASTM A112 after fabrication.

All high strength bolts, nuts, and washers shall conform to ASTM A325 and shall be coated in accordance with the coating specifications.

The bolt reliever plate is to be 30 gauge steel and galvanized in accordance with ASTM 123 after fabrication. If galvanized sheet steel is used, no other galvanization is required.

Commercial grade concrete may be substituted for slip support footings.

NOTE: All cooling concrete shall be Grade 4.0. All reinforcing steel dimensions are to the centerline of the bar unless otherwise noted. All reinforcing steel, except the spiral bars, shall conform to the requirements of ASTM A615 (Grade 60) spiral bars may meet the requirements of ASTM A615 (Grade 40 or 60) or AASHTO M32.

PROCEDURE FOR ASSEMBLY OF BASE CONNECTION

1. Assemble sign post base plate to stub post base plate with bolts, nuts, washers, and nonreturn plate. Washers are to be installed on top of the sign post base plate, bottom of the stub post base plate, and between the sign post base plate and bolt return plate for each bolt.
2. Tighten bolts by turning thickness of washers between sign post base plate and stub post base plate plate.

NOTE: No washers or shims are to be placed between the bolt return plate and stub post base plate.

3. Tighten all bolts the maximum possible with a 12 to 15 inch wrench to bolt washers and shims and to clean bolt threads. Loosen each turn and tighten in a systematic order to the prescribed torque (see table). Do not over tighten.
4. Bur threads at junction with nut using a center punch to prevent

7	484517-2	Revised 12-17-2016	0.16	0.16
NO	DATE	REVISIONS	BY	APP'D

KANSAS DEPARTMENT OF TRANSPORTATION
DETAILS FOR
STEEL BEAM BREAKAWAY POSTS
SHEET 1 OF 2

7E463

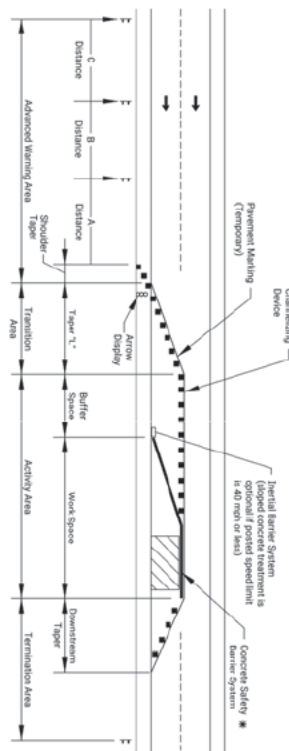
DATE	BY	APP'D
05/27/2017	SPRUELL	SPRUELL
05/27/2017	SPRUELL	SPRUELL

7/1/03

File: te700.dgn

Traffic

- 1) Design Speed: Those items delegated to temporary traffic control should be designed and installed using the posted/legal speed of the roadway prior to work starting.
- 2) Minimum Lane Width: Lane widths shall be a minimum of 11' (measured between centerlines of pavement markings) or as shown on the plan, or as directed by the engineer. A lane width less than 11' may require restricted roadway width signing.
- 3) Consideration should be made to separate pedestrian and, if needed, bicycle movements from both work site activity and vehicular traffic. Unless reasonable safe route that does not involve crossing the roadway can be provided, pedestrians should be appropriately directed with advance signing that encourages them to cross to the opposite side of the roadway. In urban and suburban areas with high vehicular traffic volumes, these signs should be placed at least 100' upstream of the work zone. In rural areas, no pedestrians should be confronted with roadblock work sites that will induce them to attempt skirting the work site or making a midblock crossing.
- 4) When existing pedestrian facilities are disrupted, closed, or relocated, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
- 5) When the driving surface open to traffic is milled or is a temporary surface made of loose material, or when protected by the engineer a W8-15 (Closed Road Ahead) or W2-7 (Road Closed) sign should be used in advance of the work. This sign should be placed a "C" distance after the W20-1 (Road Work Ahead) sign. A W8-15p motorcycle plaque shall be used to supplement the W8-15 or W8-7 signs. All signs shall be displayed as long as the condition is present.
- 6) Alternative temporary rumble strip options may be available. Please contact the Temporary Traffic Control Unit for more information at 785-296-1179 or 785-296-1183.



TYPICAL WORK ZONE COMPONENTS

When concrete barrier system is used, portable channelizing devices are not needed along the tangent barrier section.

Minimum advance warning sign spacing (in feet):

SPEED (MPH) *	A	B	C
URBAN (40 MPH OR LOWER)	100	100	100
URBAN (45 MPH OR HIGHER)	350	350	350
RURAL (35 MPH OR LOWER)	500	500	500
RURAL (40 MPH OR HIGHER)	750	750	750
EXPRESSWAY/FREEMAY	1000	1500	2640

* Posted speed prior to work starting
The minimum spacing between signs shall be no less than 100', unless directed by the engineer. The spacing between any signs may be increased beyond the minimum values in the table above as approved by the engineer in order to maximize visibility.

Buffer Space

SPEED (MPH) *	20	25	30	35	40	45	50	55	60	55	70	75
LENGTH (ft)	115	155	200	250	305	360	425	495	570	645	730	820

* Posted speed prior to work starting
Neither work activity nor storage of equipment, vehicles, or material should occur in the buffer space. When a protection vehicle is placed in advance of the work space, only the space upstream of the vehicle constitutes the buffer space.
If temporary concrete safety barrier system is used to separate approaching traffic from the work space, the barrier system shall be considered part of the activity area. A full lane width should be available throughout the length of the buffer space. See typical work zone components above.

KANSAS DEPARTMENT OF TRANSPORTATION	
TRAFFIC CONTROL	
GENERAL NOTES	
TE700	
DATE: 03/13/2018	BY: J. L. DAVIS
DESIGNED BY: J. L. DAVIS	CHECKED BY: J. L. DAVIS
APPROVED BY: J. L. DAVIS	DATE: 03/13/2018
KDOT Graphics Certified 03-13-2018	

KDOT Graphics Certified



CITY OF BONNER SPRINGS, KANSAS
PUBLIC WORKS DEPARTMENT
205 EAST SECOND STREET
B.O. BOX 38
BONNER SPRINGS, KS 66012
PHONE: (913) 422-1020

WILSON & COMPANY
800 E. 101ST TERR., STE 200

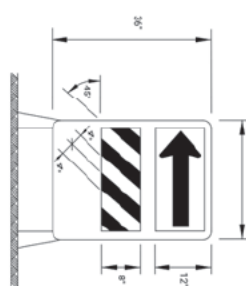
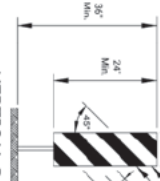
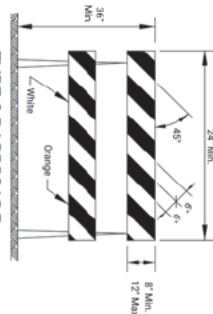
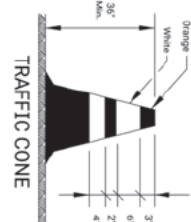
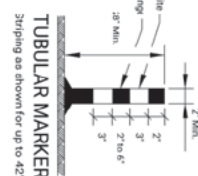
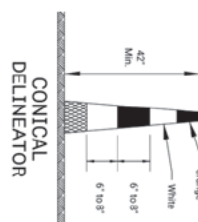
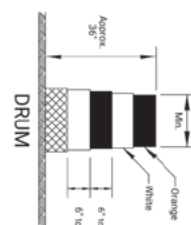
BONNER SPRINGS
GATEWAY SIGNAGE

KDOT STANDARD DETAIL TE700

FOR REVIEW ONLY
CONSTRUCTION

File: te702.dgn

Traffic



TYPE 2 BARRICADE

For rate less than 36" long, 4" wide stripes may be used.
All stripes shall slope downward to the traffic side for channelization.

VERTICAL PANEL

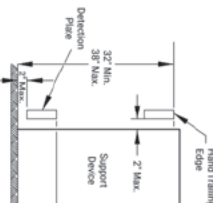
The stripes shall slope downward to the traffic side for channelization.

DIRECTION INDICATOR BARRICADE

The stripes shall slope downward in the direction traffic is to pass.
The direction indicator barricade shall be used in series to direct the motorist into the intended lane of travel.

PEDESTRIAN CHANNELIZER

1. Support device shall not project beyond the detection plate into the pathway.
2. Hand trailing edges and detection plates are optional for continuous walls.
3. Interconnect pedestrian channelizers to prevent displacement and to provide continuous guidance through or around work.
4. Alternate pathway shall be firm, stable, and slip resistant.
5. The alternate pathway shall be firm, stable, and slip resistant temporary ramp having a slope of 12" or flatter and having a width equal to the alternate path.
6. Use alternating orange/white on interconnected devices.



Item	Location	Cross-overs	Shoofly	Diversions	Tangents	Tapers	Ramps	Head to Head	Object Identifier	Lead-in Devices	Gores
Portable											
Drums	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Conical Delineators	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vertical Panels	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
Direction Indicator Barricade	No	No	No	No	No	No	No	No	No	No	No
Type 2 Barricade	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
Traffic Cones	No	No	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)
Fixed											
Tubular Markers	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)
Vertical Panels	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)

- (1) Not allowed on centerline delineation along freeways or expressways.
- (2) The stripes shall slope downward to the traffic side for channelization.
- (3) May be used upon the approval of the engineer.
- (4) Daytime operations only.

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	XX-XX XXXXXXXXX	XXXX	XXX	XXX

KANSAS DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL CHANNELIZING DEVICES

TE702

DESIGNED BY: [Name] CHECKED BY: [Name] DATE: [Date]

APPROVED BY: [Signature] DATE: [Date]

PROJECT NO. [Number] SHEET NO. [Number] OF [Total Sheets]

DATE: 01-19-2018

SY. NO. XXX

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CITY OF BONNER SPRINGS, KANSAS
PUBLIC WORKS DEPARTMENT
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800 E. 101ST TERR., STE 200

BONNER SPRINGS
GATEWAY SIGNAGE

KDOT STANDARD DETAIL TE702

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CONSTRUCTION



URBAN

- 1) Ground-mounted signs shall be mounted at a minimum height of 5' measured from the bottom of sign to the near edge of the pavement.

- 1) Signs shall be mounted at a minimum height of 7' measured from the bottom of sign to the near edge of the pavement.
- 2) Neither portable nor permanent sign supports should be located on sidewalks or areas designated for pedestrian or bicycle traffic.
- 3) Signs mounted lower than 7' should not project more than 4" into pedestrian facilities.



**NEXT
X MILES**
W7-3a

Mileage to be Determined
by the Engineer.

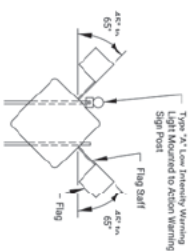
Std. Size Expwy./Freeway	W8-15p
30"x24"	

Std. Size
Epoxy/Freeway
30"x24"

NB US-75 CLOSED FOLLOW DETOUR	Std Size 6" C	Epwy/Freeway 10' D
-------------------------------	------------------	-----------------------

US-75 CLOSED NORTH OF Topeka FOLLOW DETOUR	
<u>Std. Size</u>	<u>Epwy/Freeway</u>
Uppercase: 6" C	Uppercase: 10" C
Lowercase: 4.5" C	Lowercase: 8" D

All city names and street names on special signs and destination signs must have upper and lower case letters.



- 6) Pedestrian detour signing shall be a minimum of 2' measured from the top of the pedestrian pathway to the bottom of the sign and shall not protrude into the walkway nor shall it project beyond the back of curb.

-

[illegible]

Not

Typically, there are two sets of informational signs installed per project: one for each direction of traffic.

Install signs a minimum of 500' in advance of the road work ahead sign. The engineer may designate a more appropriate location if conditions dictate.

The informational signs are not to interfere with the traffic control signs for the project.

Sign Number	GIVE ENA 314KE
Width x Height	4.0" x 4.0"
Brider Width	1.0"
Cornor Radius	4.0"
Stroke Width	3.0"
Meaning	Ground
Background	Type: Non-reflective Color: Black
Legend border	Type: Reflective Color: White
Legend font	Dutch 601 Reflexar SMC 25 Degree Slant
Stripes	Type: Reflective Color: Orange

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KARAS	XX-XX XX-XXXX-XX	XXXX	XXX	XXX

TE710

TRAFFIC CONTROL
SIGN INFORMATION

KDOT Graphics Certified

**WILSON
& COMPANY**
00 E 101ST TERR., STE 200

BONNER SPRINGS
GATEWAY SIGNAGE

••KDÖT•STÄNDARD DETAIL TE710

CITY OF BONNER SPRINGS, KANSAS
PUBLIC WORKS DEPARTMENT
205 EAST SECOND STREET
P.O. BOX 38
BONNER SPRINGS, KS 66012
PHONE: (913) 422-1020



CLM

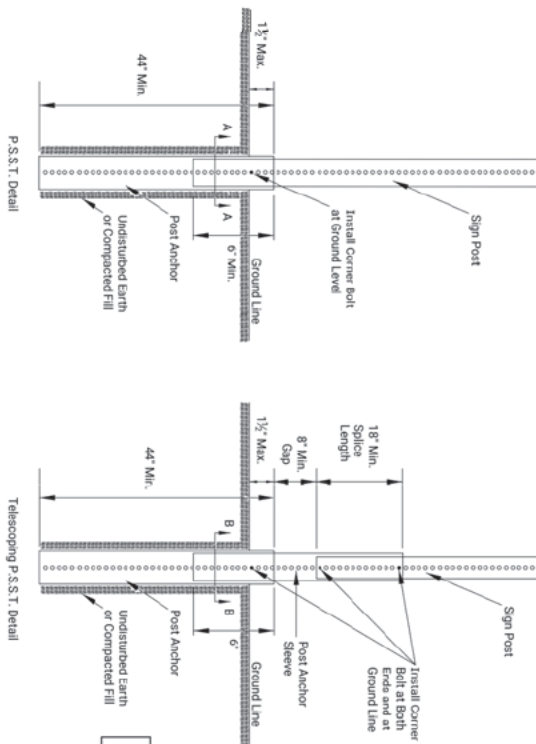
JLR

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File : te712.dgn

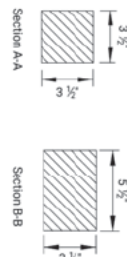
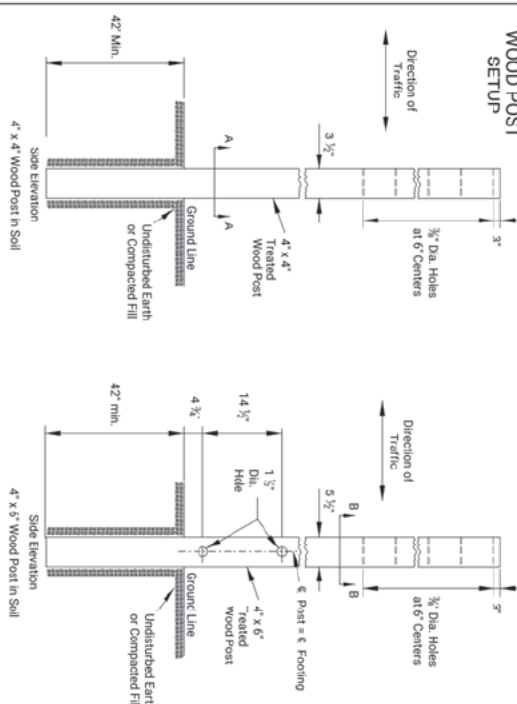
Traffic

PERFORATED SQUARE STEEL TUBE (P.S.S.T.) POST SETUP



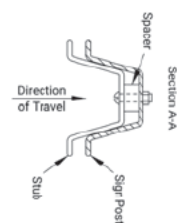
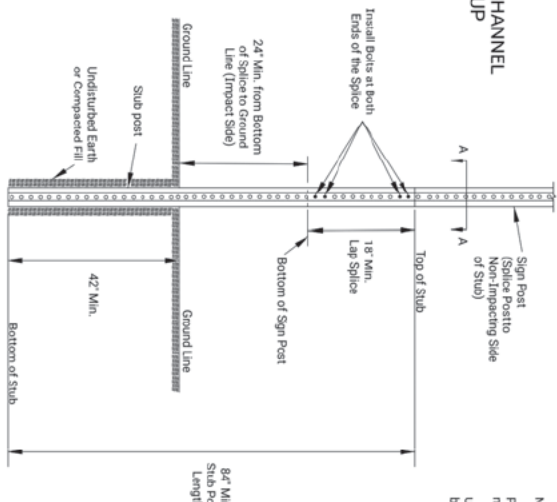
Details for 2", 2 1/2", or 3" sign posts.
Place bolts in the same corner along each sign post.

WOOD POST SETUP



See TE710 for Additional Details and Requirements

3 LB./F.-U-CHANNEL SETUP



Notes:
Place two bolts at both ends of the splice through the holes nearest the ends of the splice.
Use manufacturer recommended spacers over the bolts between the spliced pieces of U-Channel.

NO.	DATE	REVISION	BY	CHK
1				
2				

KANSAS DEPARTMENT OF TRANSPORTATION	
TRAFFIC CONTROL SIGN POSTS	TE712
DESIGNED BY: KDOT	CHECKED BY: KDOT
DRAWN BY: KDOT	INCHES: 1/8" = 1'-0"

KDOT Graphics Certified 01-29-2018

SP. No. XXX



CITY OF BONNER SPRINGS, KANSAS
PUBLIC WORKS DEPARTMENT
205 EAST SECOND STREET
P.O. BOX 38
BONNER SPRINGS, KS 66012
PHONE: (913) 422-1020

WILSON & COMPANY
800 E. 101ST TERR., STE 200

BONNER SPRINGS
GATEWAY SIGNAGE

KDOT STANDARD DETAIL TE712

FOR REVIEW ONLY
CONSTRUCTION

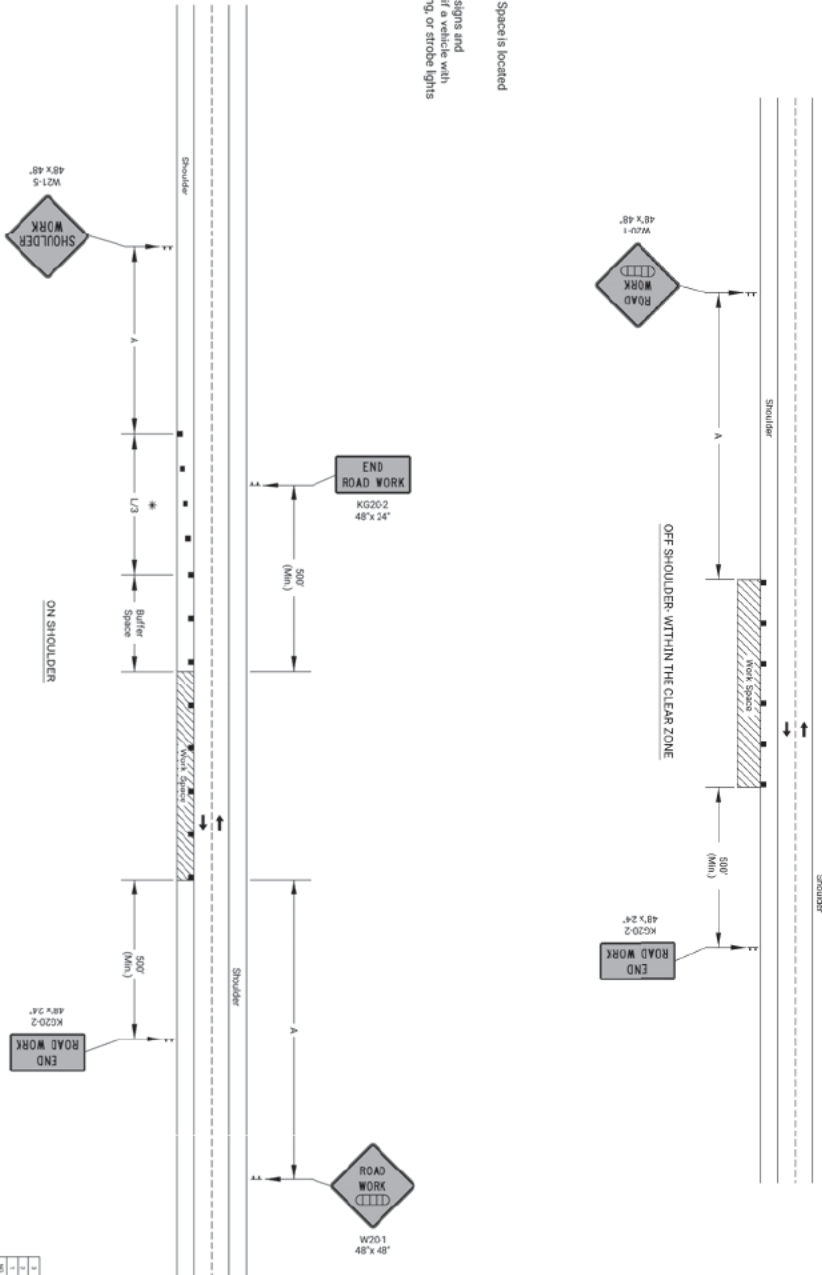
File: te720.dgn

Traffic

Notes
No traffic control is required if the Work Space is located outside of the clear zone.
For operations of 60 minutes or less, all signs and channelizing devices may be eliminated if a vehicle with high-intensity rotating, flashing, oscillating, or strobe lights is used.

- Channelizing Device
- W20-1, 1500 ft. or 1 Mile

* Omit taper if paved shoulder is less than 8' wide.



STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
XX XX	XX XXXX XX	XXXX	XXX	XXX

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TE720
TRAFFIC CONTROL
SHOULDER WORK
UNDIVIDED ROADWAY

KDOT Graphics Certified 03-29-2018

KDOT Graphics Certified



CITY OF BONNER SPRINGS, KANSAS
PUBLIC WORKS DEPARTMENT
205 EAST SECOND STREET
P.O. BOX 38
BONNER SPRINGS, KS 66012
PHONE: (913) 422-1020

WILSON & COMPANY
800 E. 101ST TERR., STE 200

BONNER SPRINGS
GATEWAY SIGNAGE

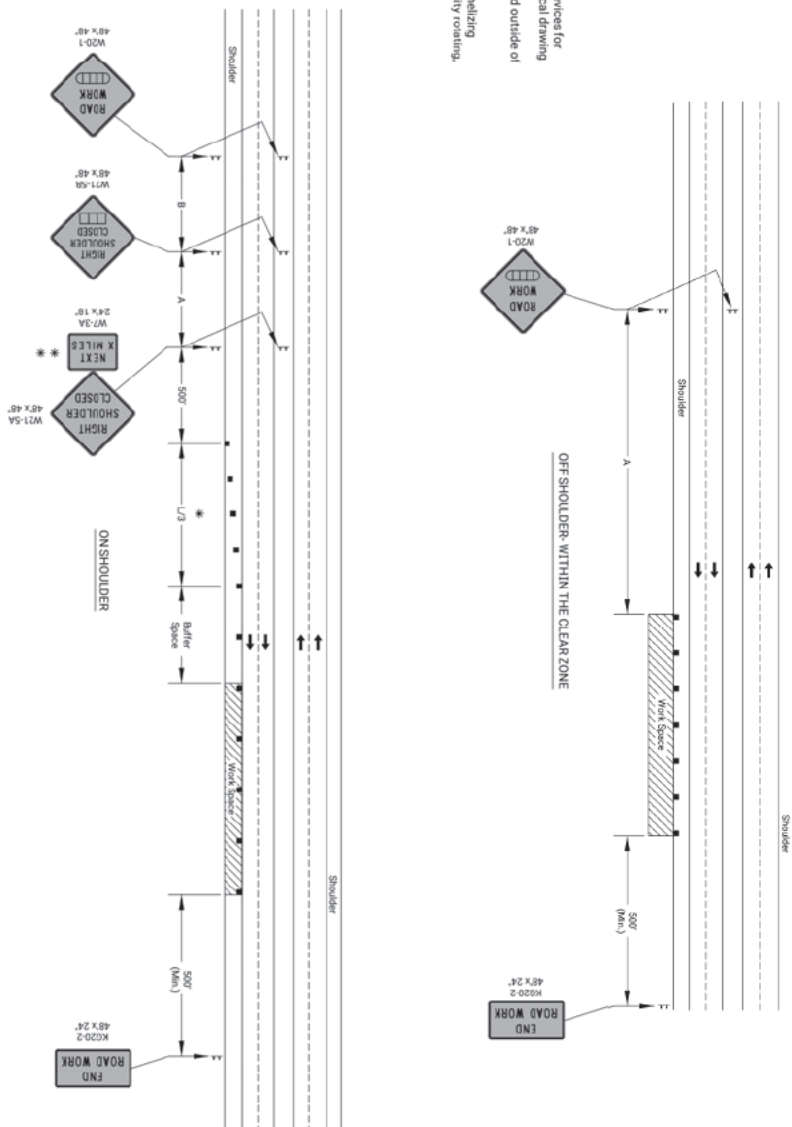
KDOT STANDARD DETAIL TE720

FOR REVIEW ONLY
CONSTRUCTION

Notes:

For work in the median, install signs and channelizing devices for each direction of traffic according to the applicable typical drawing. No traffic control is required if the Work Space is located outside of the clear zone.

For operations of 60 minutes or less, all signs and channelizing devices may be eliminated if a vehicle with a high-intensity rotating, flashing, oscillating, or strobe light is used.



* Omit taper if paved shoulder is less than 8' wide.
 ** Eliminate W7-3a if shoulder is closed for less than 2 miles.

X Length to the Nearest Whole Mile
 Channelizing Device
 Ahead, 1500 ft. or 1 Mile
 Ahead, 1000 ft., 1500 ft. or 1/2 Mile

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KS	XX-XX-XXXX-XX	XXXX	XXX	XXX

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KDOT Graphics Certified 03-19-2018

SA No. XXX

FOR REVIEW ONLY
 CONSTRUCTION

BONNER SPRINGS
 GATEWAY SIGNAGE

KDOT STANDARD DETAIL TE722

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CITY OF BONNER SPRINGS, KANSAS
 PUBLIC WORKS DEPARTMENT
 205 EAST SECOND STREET
 P.O. BOX 38
 BONNER SPRINGS, KS 66012
 PHONE: (913) 422-1020



 10/9/2018
 DLM
 JAH
 JCK

 1 190-07-00g

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Amber Vogan

Subject: Sculpture on the Move Program Memorandums of Understanding and Agreement

Recommendation: The Assistant City Manager and the Tourism Committee recommend approval.

Action: Make a motion to approve the Memorandums of Understanding and Agreement to join the Creative Communities Alliance and participate in the Sculpture on the Move Program and allow the City Manager to sign the agreements.

Background: For several years, the City has budgeted funding for public art. We have had a few small purchases. So far, we have not had any public art submittals through our Public Art Program that were within budget.

Discussion: The Creative Communities Alliance (CCA) a regional Sculpture on the Move Program, designed to foster relationships between communities and artists, as well as to grow art appreciation across our region. Besides Spring Hill, most community participants are in Missouri, but they welcome cities in the Kansas City metro. The deadline for community participation in the 2022 program is December 31. The Memorandum of Understanding to join the CCA and the Memorandum of Agreement to participate in the Sculpture on the Move Program are attached.

For the program, our obligations include installation of a 4'x4' concrete pad for each sculpture, displaying the sculpture for two years, and including the art under our insurance. The sculptures are installed by the artist and the City would have a separate agreement with the artist which would outline any maintenance responsibilities and payment terms. If there are maintenance responsibilities, we would know that before selecting the sculpture and can avoid any art with high maintenance requirements. At the end of the two-year period, the City can request to purchase the sculpture from the artist, or the artist will remove the sculpture so we are able to have a new piece of art. The sculpture would then be back in the rotation for other cities to select and display.

By agreeing to participate, we must commit to selecting at least one sculpture, but we can have several. There is not a limit. There are usually close to 100 pieces of art, so finding at least one to display for a short-term period of two-years should not be a problem.

As far as the selection process goes, sculpture options are released to cities on/around January 21st. We must have a committee select several sculptures we are interested in by February 15. Final selection takes place after that with a random drawing for each participating city to choose a sculpture. If we want several, the same process cycles through until all participants either have as many as they want or there are no sculptures left that anyone wants.

Financial Impact: The cost to participate in the program is very low because it is designed to

support both artists and cities with artistic collaboration and municipal arts partnerships. The cost to join CCA is \$50 annually, and the cost to participate in the Sculpture on the Move program is \$50. Each sculpture we select will require a separate contract with the artist in which we agree to pay them \$1,000 per year for two years. For insurance, it is not likely the Total Insured Value on our policy would increase enough from this coverage to incur a cost difference.

The overall cost to participate in the program for two years with one sculpture would be \$2,200. We would need to add an additional \$2,000 per sculpture added. For example, over two years two sculptures would cost the city \$4,200, three sculptures would cost the city \$6,200, and so on.

The city has budgeted \$10,000 for public art which would cover the cost to participate in the program. Staff presented this program to the Tourism Committee who recommend approval, and will be working to choose the sculptures and identify ideal locations for the sculpture(s).

ABOUT

The Creative Communities Alliance (CCA) invites you and your community to join in our regional Sculpture on the Move Program, designed to foster relationships between communities and artists, as well as to grow art appreciation across our region.

By streamlining these processes and bridging relationships with artists and communities the Sculpture on the Move Program makes it as easy as possible to install high quality, original artwork in your community and to enhance public spaces, with minimal cost and a short-term commitment.

Who: This program is open to all Communities (municipal governments, not for profits, etc.)

What: Participating Communities will facilitate the installation of public art on a temporary basis. Sculptures will be on display for a two year term.

Where: Sculptures on the Move will need to be installed in an outdoor public area. This could be a park or any areas with high visibility and easy public access.

When: Community commitment is due by December 31st each year. Artist applications will be due by January 15th, 2022. Sculptures will be installed in April/May of 2022. The term of loan is 2 years for each sculpture.

How Much: Selected artists will be paid \$1000 per year for a two-year installation process. During this time artwork may be for sale, but must remain onsite for the duration of the two-year loan.

TIMELINE

Call For Art – This will be released in October or 2021

Call for Art Deadline - Midnight (Central Time) January 17th, 2022

City Selection Process - Cities will make selections in February 15th, 2021

FAQs

Q: Is there a limit to the number of sculptures an artist can submit?

A: No, an artist can submit as many pieces as they choose. If you need additional submission forms please contact Kat Schien at kschien@manchestermo.gov.

Q: Is there a size minimum/maximum for sculptures?

A: Yes, the sculptures must fit on a 4 ft x 4 ft concrete base. There is no size minimum, but please keep in mind that the sculptures will be outdoors and without pedestals. So low lying sculptures (under 3 feet) tend to be chosen less frequently.

Q: Does a sculpture have to already be constructed in order to be submitted?

A: No, a sculpture does not have to be completed. However we will need images detailing the planned piece and a guarantee it can be fabricated in the allotted time. In our first year, an artist had multiple images of her sculptures on a small scale (1 foot tall), then when two were chosen, she had them fabricated by the installation date (at 10 feet tall).

Q: Will sculptures be available for purchase?

A: The artist is permitted to sell any work shown as part of the Sculpture on the Move Program. However, if sold, the piece must remain in its location for the duration of the contract (a total of 2 years). No organization will collect commission on any sales.

Q: How many sculptures are chosen?

A: This depends on the number of communities participating and the number chosen by each community. We currently have 40 sculptures in rotation and this year and at least 20 are coming out of rotation - this opens at least 20 spots.

Have an additional question? Email Kat Schien at kschien@manchestermo.gov

GET IN
TOUCH

Email us at creative.communities.alliance@gmail.com

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MEMORANDUM OF UNDERSTANDING

Between

**The Creative Communities Alliance, and
Participating Communities**

This Memorandum of Understanding (hereinafter, “MOU”, or “Agreement”) details the respective roles and responsibilities, criteria and procedures to be implemented by the parties hereto (hereinafter “Parties, or “Party”) in furtherance of the Creative Communities Alliance, a collaboration of communities within the States of Missouri and Kansas who have executed a MOU in substantially the form hereof in order to work together to inspire and bring creativity thereto (hereinafter, the “CCA”), in conformance with the laws of the State of Kansas and applicable local and federal law.

The Parties to this MOU shall be:

- The CCA and its participating Communities, and
- The undersigned community (hereinafter, together the “Communities”, or separately a “Community”).

WHEREAS, the Parties will have various roles and responsibilities in the planning, development, implementation and financing of projects created and proposed by the CCA; and

WHEREAS, there is a need to clarify the process under which the planning, development, implementation and financing of the CCA and projects created and proposed by the CCA are conducted by the Parties.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

The Parties shall cooperatively support and implement the roles, criteria, and procedures described herein so that the plans, programs and activities adopted and undertaken by the appropriate Parties hereto are in conformance with local, state and federal law.

I. PURPOSE

This MOU is intended to provide a framework for the planning, development and financing of the CCA and projects created and proposed by the CCA for implementation within the States of Missouri and Kansas. It is intended to encourage relationships between Communities, artists and other creative people and organizations, as well as to facilitate the appreciation and implementation of creativity in various shapes and forms throughout the States of Missouri and Kansas and to foster multicultural communities therein. By streamlining these processes and building relationships, the CCA is intended to facilitate creativity for and within Communities, with minimal cost and a short-term commitment.

II. RESPONSIBILITIES OF THE PARTIES

A. The responsibilities of the CCA under this MOU include:

- Creating a member voting board consisting of representatives of each of the participating Communities.
- Creating a five-member Executive Board consisting of a President, Vice President, Secretary, Treasurer and Member at Large. The Executive Board and its member officers will include but not be limited to organizing meetings, reviewing CCA program proposals, executing agreements and other documents, setting up budgets and taking notes at meetings.
- Creating and proposing CCA-related standards and policies for Communities.
- Providing website and social media marketing support for the CCA.

B. The responsibilities of each Community under this MOU include:

- Devising and implementing fair and open selection processes for each project created and proposed by the CCA in which Community agrees to participate.
- Acquiring by written agreement all right(s) necessary to display or otherwise utilize third-party works for each project created and proposed by the CCA in which Community agrees to participate.
- Coordinating with artists and any other relevant parties the installation, display, performance and/or other utilization of third-party works for each project created and proposed by the CCA in which Community agrees to participate.
- Maintaining the quality of each project created and proposed by the CCA in which Community agrees to participate during its period of display or other utilization, including without limitation cleaning and repairing any such artwork, support structures and/or name plates as reasonably necessary.
- Procuring suitable insurance coverage for each project created and proposed by the CCA in which Community agrees to participate during its period of display or other utilization.
- Providing reasonable marketing support for Community's display or other utilization of each project created and proposed by the CCA in which Community agrees to participate.
- Presenting in advance to the CCA a proposed annual Community budget for each project created and proposed by the CCA in which Community agrees to participate during the following year.
- Paying an annual \$50 membership fee for each year of that Community's CCA membership.
- Voting on all CCA-related decisions, provided that (i) a Community representative attends at least fifty (50) percent of all CCA meetings within each one (1)-year period of CCA membership and it has paid the annual fee, (ii) the Community has implemented all standards and policies submitted to it by the CCA, and (iii) the Community has not violated such standards and policies. If a Community has not implemented all standards and policies submitted to it by the CCA, such Community shall show an intent to implement such standards and policies. A Community will

not however be a voting member of the CCA until it shall have met all standards and policies submitted to it by the CCA.

III. PUBLIC INVOLVEMENT

To facilitate effective planning and programming activities, all Parties shall, to the maximum extent practical, coordinate their public information efforts and seek joint opportunities for public involvement as provided. Such coordination shall ensure that the maximum opportunity to involve the citizens and elected officials of the Communities, including underrepresented groups in the area as well as the general public.

IV. PROJECT IMPLEMENTATION

Each Community will be responsible for its specific implementation of each project created and proposed by the CCA in which it agrees to participate, including without limitation any artist selection process, necessary jurisdictional approval, permitting, equipment rental, material purchases, insurance procurement, installation, and ensuring adherence to the maintenance plan and financial tracking of all expenditures, subject to the terms of this Agreement and the project-specific Memorandum of Agreement.

The CCA Executive Board will undertake regular performance monitoring, including the periodic tracking of timeline adherence, community engagement adherence, budget adherence, and adherence to the maintenance plan. The Parties agree to provide available data to support their adherence to this Agreement.

If for any reason the responsible Parties are unable or unwilling to assume these assignments of responsibility, the Parties may confer and decide in a cooperative process the appropriate Party or Parties to undertake the project development and implementation, provided that no costs may be imposed on a Community without its approval.

V. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

All Parties shall comply with all applicable local, state and federal laws and regulations. Nothing in this MOU alters, or seeks to alter, the existing statutory authority of any Party under local, state or federal law. If any of the provisions of this MOU are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

VI. ENTIRETY OF AGREEMENT, MODIFICATIONS, AMENDMENTS AND COUNTERPARTS

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. No modifications will be enforceable except in writing and signed by all Parties. Any Party may request changes to this MOU at any time by written notice to the other Parties' signatories of this Agreement. Such changes as are mutually agreed upon by and between the Parties shall be incorporated in written amendments to this MOU executed in the same manner as original MOU approval. This Agreement may be signed in any number of counterparts.

VII. CESSATION OF SUPPORT

The CCA, in consultation with Community or Communities, has the unilateral right to cease supporting the efforts of any Community participating in a CCA-related project that is not in compliance with the requirements and/or spirit of this MOU.

VIII. NOTIFICATION

Any official notifications between the parties to this MOU that would substantially affect the terms or conditions of this MOU shall be directed to the offices of the signatories to this Agreement.

IX. DURATION

This Agreement shall remain in full force and effect for the duration of the undersigned Community's CCA membership or until each project created and proposed by the CCA in which Community agrees to participate has been completed, whichever is longer, or until the parties otherwise mutually agree to terminate the Agreement.

X. GOVERNING LAWS, JURISDICTION AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of Kansas. In the event that any dispute arising out of this Agreement results in litigation, arbitration, or mediation, such action or proceeding will be brought within the state or local courts of Kansas. Mediation of any dispute arising out of this Agreement will be submitted for mediation in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.

IN WITNESS WHEREOF, the Parties hereto have last executed this Memorandum of Understanding, this ____ day of _____, ____.

CREATIVE COMMUNITIES ALLIANCE

(Title of authorized signatory)

(Title of other authorized signatory, if necessary)

COMMUNITY

(Name of Community)

(Title of authorized signatory)

(Title of other authorized signatory, if necessary)

MEMORANDUM OF AGREEMENT

Between

**The Creative Communities Alliance and
Participating Communities**

For the CCA's "Sculpture on the Move" Project

This Memorandum of Agreement (hereinafter, "MOA", or "Agreement") deals with the respective roles and responsibilities, criteria and procedures to be implemented by the parties hereto (hereinafter "Parties, or "Party") for the planning, development and installation of public art in Missouri and Kansas pursuant to the "Sculpture on the Move!" project described in the attached **Exhibit 1** (hereinafter, "Project"), in conformance with the laws of the State of Kansas and applicable local, state and federal and laws, as amended.

The Parties to this MOA shall be:

- The Creative Communities Alliance (hereinafter "CCA"), and
- Participating communities (hereinafter, "Communities", or "Community") which have executed a Memorandum of Understanding (MOU) to participate in the CCA.

WHEREAS, the Parties will have various roles and responsibilities in the planning, development, implementation, and financing of the Project; and

WHEREAS, there is a need to clarify the process under which the planning, development, implementation, and financing of the Project are conducted by the Parties.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

The Parties shall cooperatively support and implement the roles, criteria, and procedures described herein in order to ensure that the plans, programs and activities adopted and undertaken by the appropriate Parties hereto conform to local, state and federal law.

I. PURPOSE

This MOA is intended to provide a framework for the planning, development and installation of selected sculptures pursuant to the Project within the State of Missouri and Kansas. This Project is intended to encourage relationships between Communities and artists, as well as grow art appreciation across Missouri and Kansas and foster multicultural communities there through public art. By streamlining these processes and building relationships, the Project is intended to facilitate the installation of high quality, original artwork for Communities and to enhance public spaces, with minimal cost and a short-term commitment. This MOA is subject to the terms and conditions of the CCA MOU.

II. RESPONSIBILITIES OF THE PARTIES

A. The responsibilities of the CCA under this MOA include:

- Producing and distributing a “call to artists” communication seeking artwork submissions for the Project.
- Planning and executing an artist workshop to take place before the art submission process begins, during which the CCA will help instruct artists on working with Communities and ensuring quality submissions.
- Planning and executing a workshop for participating Communities and their respective Selection Committees to help in the expectations, process and implementation of the Project.

B. The responsibilities of each Community under this MOA include:

- Choosing the precise specifications for the sculpture pad that must support the sculpture(s) it chooses pursuant to the Project, provided that such pad must be made of concrete and be at least 4’ x 4’ in size with the ability to mount a sculpture to the pad.
- Acquiring/creating and arranging the installation of such a sculpture pad meeting the aforementioned specifications on publicly-accessible outdoor Community property or on publicly-accessible outdoor private property that is legally available to Community for such purposes.
- Acquiring by written agreement all right(s) necessary to display the sculpture to be installed pursuant to the Project on publicly-accessible outdoor Community property or on publicly-accessible outdoor private property legally available to the Community for such purposes for a term of at least two (2) years, for which Community will pay the artist \$1,000 per year to display the chosen sculpture.
- Acquiring/creating a standardized name plate and affixing it to the sculpture pad for sculpture chosen pursuant to the Project, depicting at minimum:
 - i. the chosen sculpture’s title,
 - ii. the chosen sculpture artist’s name, and
 - iii. a mention of the Creative Communities Alliance

CREATIVE COMMUNITIES ALLIANCE

Signature

Date

Name, Title

CITY OF

Signature

Date

Name, Title

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Tillie LaPlante

Subject: Audit Contract for 2021 and 2022 Fiscal Years

Recommendation: The Finance Director recommends approval.

Action: Make a motion to approve a two-year contract with GordonCPA to perform audit services for the City for Fiscal Years 2021 and 2022 in the amount of \$18,850 and \$19,420 respectively.

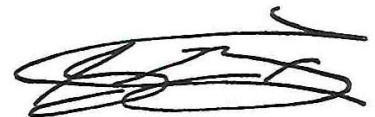
Background: In October, the City sent Request for Proposals (RFP) for Audit Services for 2021 and 2022 to six audit firms and posted the RFP to the City's website.

Discussion: The City received three Proposals for Audit Services. Proposals were received from GordonCPA; BT & Co.; and Agler & Gaeddert, Chtd. The Finance Director and City Manager reviewed the proposals and ranked each based on expertise and experience on comparable governmental audits, quality of professional personnel assigned to the audit, audit approach, and proposed staffing for the audit. Of the three firms which submitted proposals, GordonCPA ranked highest in these categories. The Principal for GordonCPA along with the Audit Reviewer worked on the City's audit in past years when they were employed with another firm which audited the City. GordonCPA audits several cities in Kansas including the cities of Shawnee, Edwardsville, Roeland Park, Eudora, Ottawa, Salina, Louisburg, Great Bend, and Spring Hill.

Financial Impact: The cost for the 2021 and 2022 audits are \$18,850 and \$19,420 respectively. These fees include \$3,500 in 2021 and \$3,600 in 2022 for a Single Audit since the City expects to spend over \$750,000 in federal funds each year. The cost of the audit will be paid through the 2021 General Fund Finance Department budget.

PROPOSAL

TO PROVIDE AUDIT SERVICES FOR THE YEARS ENDED 2021 - 2022
FOR THE CITY OF BONNER SPRINGS, KANSAS



Sean M. Gordon, CPA
Gordon CPA LLC
Certified Public Accountant
2500 W. 31st St., Ste. G-1B
Lawrence, KS 66047
(785) 371-4847
www.cpagordon.com
sgordon@cpagordon.com

November 18, 2021

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GORDONCPA

AUDITING
ACCOUNTING
CONSULTING

November 18, 2021

City of Bonner Springs, Kansas
Attention: Finance Director
PO Box 38, 200 E. 3rd Street
Bonner Springs, Kansas 66012
tilliel@bonnersprings.org

Gordon CPA is pleased to have the opportunity to submit this proposal to provide professional auditing services to the City of Bonner Springs, Kansas, for the years ended December 31, 2021 - 2022. Through this proposal, we will demonstrate the benefits Gordon CPA can bring to the City.

Gordon CPA is a local certified public accounting firm located in Lawrence, Kansas. Our goal is to provide quality professional audit services that benefits our clients.

Sean M. Gordon, CPA, has more than 13 years of experience providing auditing, consulting, and budget preparation services to cities, counties, and school districts throughout the state of Kansas. At Gordon CPA, we have gained a tremendous understanding of the complex issues encountered by local governments in their daily operations. Gordon CPA understands that local governments are faced with high levels of public accountability and continued demands for efficiency.

Gordon CPA currently serves 45 local governments in Kansas. Our clients appreciate our efficiency during the audit and value our timely responses to technical questions that arise throughout the year.

Gordon CPA is also a member of several professional organizations that allow us access to the most recent developments in professional standards and industry related issues. This access allows us to be educated in areas that may directly affect your audit. In addition, we are able to communicate relevant issues to our clients that may assist the City in complying with various state and national requirements.

We understand the scope of work as follows:

- We will perform an annual audit of the financial records of the City and its component unit and will express an opinion on the fair presentation of the City's financial statements in conformity with the Kansas regulatory basis of accounting.
- We will also provide an "in-relation-to" opinion on the individual fund schedules of the City. The audit is to be performed in accordance with auditing standards generally accepted in the United States of America and the *Kansas Municipal Audit and Accounting Guide*, and, if applicable, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the provisions of Title 2 U.S. Code of Federal Regulations, Part 200, Uniform Guidance Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).
- We will prepare the financial statements and related notes in conformity with the Kansas regulatory basis of accounting.

We commit to perform the audit in the specified timeline described in the request for proposal and as listed below:

Draft report, adjusted trial balance and audit journal entries for City review	By May 1st
Final report delivered to City	By June 1st
Report and findings presented to Council	June council meeting

We believe the attached proposal meets the requirements of the City's request for proposals and we look forward to discussing this proposal with City staff soon. We are confident that Gordon CPA will meet your needs in an efficient and cost-effective manner.

This proposal and cost schedule shall be valid and binding for sixty (60) days following the proposal due date.

Sean Gordon, CPA is principal of Gordon CPA, and is fully authorized to bind the firm in this agreement. Contact information for Sean Gordon, CPA can be found on the cover page of this document.

Once again thank you for the opportunity to present this proposal.

Cordially,

A handwritten signature in black ink, appearing to read 'Sean M. Gordon', with a stylized flourish at the end.

Sean M. Gordon, CPA

INDEPENDENCE AND LICENSE TO PRACTICE

Independence

Gordon CPA LLC and all key professional staff assigned to the audit are independent of the City of Bonner Springs, Kansas as defined by generally accepted auditing standards, the U.S. Government Accountability Office's *Government Auditing Standards*, and the AICPA and have no conflict of interest with the City of Bonner Springs, Kansas.

License to Practice in Kansas

Gordon CPA LLC is properly licensed to practice in Kansas.

FIRM PROFILE

Gordon CPA is a local auditing and accounting firm based in Lawrence, Kansas. Our staff has more than 40 years of combined experience in auditing various cities, counties, school districts and other local governmental entities within Kansas.

Besides auditing, our firm also provides accounting and consulting services to our clients, including payroll services, monthly bookkeeping, regulatory and statutory research, advice on challenging accounting situations, and various other advisory and administration services. We also have more than 13 years of experience preparing the Kansas municipal budget workbooks for various cities and counties across Kansas and have in-depth knowledge of the Kansas revenue neutral rate legislation that affects all governmental entities throughout the state.

The clients we serve tell us they appreciate the fact that our firm is locally owned and managed. Gordon CPA makes it a priority to understand the client's services and goals.

Our firm consists of one principal, one manager, three staff members and one quality control reviewer who are dedicated full-time to governmental auditing. Of the six staff members, five will be dedicated to the City's audit on a full-time basis and one on a part-time basis.

Sean Gordon, CPA is a member of the following organizations:

1. American Institute of Certified Public Accountants
2. Kansas Society of Certified Public Accountants
3. Government Finance Officers Association
4. Government Audit Quality Center

Our membership in the AICPA Government Audit Quality Center promotes the importance of quality governmental audits and the value of the audits to all our public sector clients. This membership requires the firm establish an expertise in governmental audit, the maintenance of additional levels of continuing professional education and the establishment of policies and procedures specific to the quality of the firm's governmental audit practice.

The firm receives a significant amount of continuing professional education. A substantial portion of the education is dedicated to governmental accounting and auditing as required by *Government Auditing Standards* issued by the Comptroller General of the United States. Our staff attends both internal and external training sessions. Those training sessions include annual conferences focusing on governmental accounting and auditing updates. The most recent conference included the following topics: GASB Update, Latest Developments in Governmental Accounting and Auditing, Performing Single Audits Under the Uniform Guidance Update, Risk Assessment Standards and Fraud in Governmental Organizations.

For more information on our firm, please visit our website at www.cpagordon.com.

PRIOR AUDIT EXPERIENCE AND REFERENCES

The following represents current audit clients that are similar in size or location to the City:

City of Arkansas City, Kansas

Scope of Engagement: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America and the *Kansas Municipal Audit and Accounting Guide*.
Year End: December 31
Principal Client Contact: Jennifer Waggoner, Finance Director/Treasurer
118 W. Central Ave.
Arkansas City, KS 67005
(620) 441-4400 jwaggoner@arkansascityks.gov

City of Edwardsville, Kansas

Scope of Engagement: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America and the *Kansas Municipal Audit and Accounting Guide*.
Year End: December 31
Principal Client Contact: Sean Milleson, Finance Director
690 S. 4th Street
Edwardsville, Kansas 66113
(913) 356-6000 smilleson@edwardsvilleks.org

City of Iola, Kansas

Scope of Engagement: Audit of the financial statements in accordance with auditing standards generally accepted in the United States of America and the *Kansas Municipal Audit and Accounting Guide*.
Year End: December 31
Principal Client Contact: Roxanne Hutton, City Clerk/Finance Director
2 W. Jackson
Iola, Kansas 66749
(620) 365-4910 roxann.hutton@cityofiola.com

The following is a list of Gordon CPA's governmental audit clients:

City of Arkansas City - U	City of Pomona - U	Linwood Community Library
City of Baldwin - U	City of Roeland Park	Baldwin City USD #348
City of Burlington - U	City of Sabetha - U	Eudora USD #491 - SA
City of Clay Center - U	City of Salina - U, SA	Garnett USD #365 - SA
City of Edwardsville - U, SA	City of Shawnee	Lebo-Waverly USD #243
City of Elwood - U	City of Spring Hill - U	Louisburg USD #416 - SA
City of Eudora - U	City of Troy - U	Oskaloosa USD #341
City of Great Bend - U, SA	City of Valley Center - U	Prairie View USD #362
City of Horton - U	Consolidated Fire District No. 2	Spring Hill USD #230 - SA
City of Iola - U	Atchison County - SA	Turner USD #202 - SA
City of Lake Quivira	Brown County - SA	Valley Falls USD #338
City of Linwood - U	Jackson County - SA	Louisburg Recreation Commission
City of Louisburg - U	Jefferson County - SA	Spring Hill Recreation Commission
City of Mission Hills	Doniphan County - SA	Tonganoxie Recreation Commission
City of Ottawa - U, SA	Lawrence Public Library	PWWSD #25

U - includes audit of solid waste, water and/or wastewater utilities

SA - subject to single audit requirements within the last five years

AUDIT APPROACH

Our firm's policies and procedures are designed to ensure that we comply with all professional standards and peer review requirements. As these standards relate to the audit of the City of Bonner Springs, Kansas, we would plan our audit to comply with generally accepted auditing standards and the *Kansas Municipal Audit and Accounting Guide*.

Peer Review

Our policies and procedures were recently subjected to the professional peer review program, and those policies and procedures were deemed effective by the peer reviewers. See page 14 for the results of our most recent peer review.

Planning

In planning the audit of the City of Bonner Springs, Kansas, we would first obtain an understanding of the City's operating environment. We would conduct meetings with City staff to review the audit timeline and key dates. We would ask key personnel and members of management if they had any concerns related to the audit and if they had any recent changes in accounting principles or internal control systems. In addition to these interviews, we would also obtain an understanding of the City's operating environment by a review of City policies and procedures, reading governing body meeting minutes and reviewing City resolutions that relate to the financial management of the City. In addition, we would request organizational charts, financial manuals and programs, financial statements, budgets and final trial balances for the current and prior years.

The performance of the audit would include multiple analytical reviews and analysis of the trends of the financial information over several years. This analysis would assist in identifying major areas of audit concern and begin to define our major audit objectives. Once a preliminary audit plan had been established, we would meet with the City's staff to discuss the timing for our evaluation of the City's internal control systems.

Our review of the City's internal control systems provides us with information to determine the extent to which we can rely on the internal controls of the City. Our review of the internal control systems would include documenting the flow of accounting transactions throughout the City. Our review would help to identify potential deficiencies in internal controls and assist in determining strengths in the City's internal control systems. During this time and throughout the audit, we would discuss these potential deficiencies and strengths in internal control with the City's management staff. Our assessments and open communication methods with City staff assists in our development of a meaningful management recommendation letter that management can use to implement best practices for the City.

Fieldwork and Technology

Your audit will be in-charged and managed by our audit principal, Sean Gordon, CPA. We find that having the principal on-site during the audit allows the City to receive answers to any technical questions or issues that arise.

Your audit will also be staffed with at least one other auditor that will remain the same from one year to the next to provide efficient services and familiar faces for City staff.

For audit fieldwork, we require a small conference room equipped with a conference table and chairs. We will also require assistance from City staff in pulling bank statements and reconciliations, invoices and receipts, and other supporting documentation we feel necessary to complete the audit.

We use ProSystems Fx Engagement software in our audits. The use of this software allows the audit process to be more effective and efficient, as our team has around-the-clock access to complete and review audit workpapers. We also use a secure file transfer system that allows the transfer of sensitive information among our staff members and between our staff members and City staff members.

Workplan

We propose the following plan to accomplish the scope of services described in the transmittal letter:

<u>Responsibility</u>	<u>Staff Assigned</u>	<u>Hours</u>
Planning, development of program, client conferences, general review and report review.	Partner	20
Planning, development of program, client conferences, internal control review, review of workpapers and preparation of report.	Manager	45
Preparation of workpapers and general fieldwork.	Staff Auditor	<u>55</u>
Total Hours		<u><u>120</u></u>

Audit Testing - Financial Audit and Compliance Audit

Once we have reviewed the systems, we would develop a customized audit program. The audit program would include compliance testing as well as substantive testing. We would test compliance with control procedures documented during the evaluation of the City's control systems.

Compliance testing will be completed over established control procedures to determine that the significant strengths within each control system are functioning as designed. Emphasis will be placed on controls over major areas of the audit. We will also test for compliance with applicable laws, including State statutes, regulations and governmental policies, including single audit test work.

Samples would be used as necessary to test controls using random audit sampling techniques. If the sample population does not lend itself to random sampling, a haphazard sample will be selected from the population. The sample size will vary based on the size of the population, our risk assessment, our planned reliance on the control test results, and the accuracy we determine appropriate for testing.

Substantive tests are designed to provide reasonable assurance as to the validity of the information produced by the accounting system that appears on the financial statements. The extent of the substantive testing will be determined by the results of the tests performed over the City's internal control systems. The substantive tests would include third party confirmation of financial institution accounts, grant and tax revenue, debt expenditures, and other financial statement accounts that lend themselves to confirmation. A detailed analytical review would be performed to identify unusual trends which may indicate the need for further testing. Supporting documentation evidence would be obtained and reviewed to assist in the testing of various areas of the audit. We will also evaluate management's determination of significant estimates and the significant accounting issues, including the application of new accounting principles.

If conditions are discovered which lead to belief that material errors, defalcation or other irregularities may exist, or if any other circumstances are encountered that required extended services, we will promptly advise the City.

In accordance with the auditing standards of the cognizant agency, or in accordance with other applicable standards, we will select the necessary procedures to test compliance and will disclose noncompliance with specific laws and regulations.

Completing the Audit, Audit Quality Control, and Reporting

At the conclusion of fieldwork, the principal in charge of the audit will review all detailed workpapers and prepare the financial statements. The final report will be reviewed by our technical, quality control reviewer during this phase. The audited financial statements will also be reviewed and approved by City staff.

In addition, we will review for contingencies and subsequent events, evaluate the overall audit results and reasonableness of the financial statements, issue the audit reports and the management letter that details comments and suggestions resulting from the audit and we will conduct the presentations of the audit to the governing body.

AUDITING SERVICES PROPOSAL

Name of Accounting Firm:	<u>Gordon CPA LLC</u>
Proposal Submitted by:	<u>Sean Gordon, CPA</u>
Address:	<u>2500 W. 31st Street</u> <u>Ste. G-1B</u> <u>Lawrence, KS 66047</u>
Contact Person:	<u>Sean Gordon, CPA</u>
Email:	<u>sgordon@cpagordon.com</u>
Phone:	<u>(785) 371-4847</u>

FEES FOR SERVICES

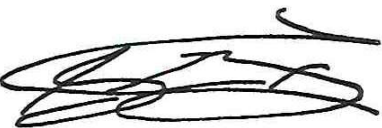
	Est.		2021
	<u>Hours</u>	<u>Rate</u>	<u>Audit Fee</u>
Principal	20	\$ 155	\$ 3,100
Manager	45	130	5,850
Staff	55	110	<u>6,050</u>
Subtotal			\$ 15,000
Single audit fee* (if required)			3,500
Miscellaneous expenses			<u>350</u>
Total fee - 2021 audit			<u>\$ 18,850</u>

The proposed fee for the 2022 audit of the City is listed below:

	2022
	<u>Audit Fee</u>
Subtotal	\$ 15,450
Single audit* (if required)	3,600
Miscellaneous expenses	<u>370</u>
Total fee - 2022 audit	<u>\$ 19,420</u>

*per each major program required.

Please note: Gordon CPA does not bill for telephone consultations unless substantial research time is required. We would discuss potential costs with the City before beginning such work.


Signature: _____

Date: November 18, 2021

TEAM MEMBER PROFILES

PRINCIPAL IN CHARGE

SEAN M. GORDON, CPA

EXPERIENCE

- Thirteen years of experience in public accounting
- Practice focuses on governmental accounting, auditing & consulting

RELEVANT EXPERIENCE WITH SIMILAR CLIENTS

- City of Valley Center, Kansas
- City of Ottawa, Kansas
- City of Great Bend, Kansas

EDUCATION

Bachelor of Science, Business Administration, Kansas State University

PROFESSIONAL ORGANIZATIONS

- Government Finance Officers Association
- American Institute of Certified Public Accountants
- Government Audit Quality Center
- Kansas Society of CPAs

PROFESSIONAL CERTIFICATIONS

Certified Public Accountant, Kansas



QUALITY CONTROL REVIEWER

AUDREY M. ODERMANN, CPA

EXPERIENCE

- Twenty-three years of experience in public accounting
- Practice focuses on governmental accounting and auditing
- Leadership role as employee of largest Kansas county
 - Served on the health care cost reduction committee
 - Assisted with the development of internal audit procedures to develop efficient and effective internal control systems
 - Prepared CAFRs for several years, all of which earned the GFOA Certificate of Achievement for Excellence in Financial Reporting



RELEVANT EXPERIENCE WITH SIMILAR CLIENTS

- City of Arkansas City, Kansas
- City of Iola, Kansas
- City of Louisburg, Kansas

EDUCATION

Bachelor of Science, Business Administration, North Dakota State University (Fargo, North Dakota)

PROFESSIONAL ORGANIZATIONS

- Kansas Society of Certified Public Accountants
 - Served on the Editorial Board of the *Kansas Municipal Accounting and Audit Guide*
- Government Finance Officers Association
- American Institute of Certified Public Accountants
- Government Audit Quality Center

PROFESSIONAL CERTIFICATIONS

Certified Public Accountant, Kansas and Wyoming

AUDIT SENIOR ASSOCIATE

SHAMBRÈ BREITHAUPT, MBA

EXPERIENCE

- Two years of experience in public accounting
- Practice focuses on governmental accounting and auditing

RELEVANT EXPERIENCE WITH SIMILAR CLIENTS

- City of Eudora, Kansas
- City of Horton, Kansas
- City of Arkansas City, Kansas

EDUCATION

Master of Business Administration, Oklahoma Panhandle State University



AUDIT SENIOR ASSOCIATE

CARSON MORROW

EXPERIENCE

- Two years of experience in public accounting
- Practice focuses on governmental accounting and auditing

RELEVANT EXPERIENCE WITH SIMILAR CLIENTS

- City of Sabetha, Kansas
- City of Edwardsville, Kansas
- City of Ottawa, Kansas

EDUCATION

Bachelor of Science, Business Administration, University of Kansas (expected May 2022)



PEER REVIEW LETTER

Administered in Oklahoma,
Kansas and South Dakota
by the Oklahoma Society of CPAs



Peer Review
Program

October 28, 2021

Sean Gordon
Gordon CPA LLC
2500 W 31st St, Suite G-1B
Lawrence, KS 66047-3051

Dear Sean Gordon:

It is my pleasure to notify you that on October 28, 2021, the Oklahoma Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is June 30, 2024. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

OSCPA Peer Review Committee

Peer Review Committee

1-800-522-8261 ext. 3805

cc: Daniel Davis

Firm Number: 900255350543

Review Number: 582237

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Amber Vogan

Subject: OTIS Elevator Service Agreement

Recommendation: The Assistant City Manager recommends approval.

Action: Make a motion to approve the five-year service agreement with OTIS Elevator Company, and allow the City Manager to sign the agreement.

Background:

Discussion: The new facilities for the Police Station and City Hall each have one OTIS elevator which require elevator phone monitoring. In addition, these elevators need periodic service and maintenance to ensure proper functionality. Besides phone monitoring and preventative maintenance, the proposed OTIS Service agreement includes minor parts coverage, annual safety test, periodic oil checks, inspections, lubrication, minor adjustments, and service calls. The cost is discussed in the Financial Impact section below. This coverage option is recommended for medium-use elevators.

There are two other contract options for higher service coverage and minimal coverage. The high-use, OTIS Maintenance, coverage option is similar to an extended warranty and would include all of the coverage options as the above OTIS Service agreement as well as major parts. The cost of this coverage option is \$650 per month, or \$7,800 annually. This option is \$3,132 higher in annual cost than the proposed agreement.

The low-use, OTIS Lubricate and Survey, coverage option includes no parts, and only required oil checks, annual safety inspection, phone monitoring, and the option to call them for service at an additional cost for time and travel. The cost of this coverage is \$265 per month, or \$3,180 annually. This option is \$1,536 lower in annual cost than the proposed agreement. With this option, service call time is charged at approximately \$450-\$500 per hour during regular business hours. This does not include travel or parts charges.

Financial Impact: The cost for the service is \$389.90 per month or \$4,678.80 annually, and covers both elevators. The proposed agreement has a five-year term. The 2022 City Hall Operations Budget has \$5,000 to cover these expenses.



Made to move you

DATE: 11/30/2021

TO:

City of Bonner Springs
200 E 3rd Street
Bonner Springs, KS 66012

FROM:

Otis Elevator Company
1100 W Cambridge Circle Dr, 100
Kansas City, KS 66103

EQUIPMENT LOCATION:

BONNER SPRINGS GOVERNMENT
200 E 3rd Street
Bonner Springs, KS 66012

Lauren King

Phone: (913) 343-1115
lauren.king@otis.com

PROPOSAL NUMBER: AST681

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
1	GEARLESS		OTIS ELEVATOR COMPANY ELEV 2	U1C387
1	HYDRAULIC	OTIS ELEVATOR COMPANY ELV 1		U1C386

OTIS SERVICE

We propose to furnish Otis Service on the equipment ("Units") described above. Otis Service is preventive maintenance service designed to extend equipment life.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will service the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will include inspection, lubrication, and minor adjustment of the following parts:

- Controllers, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governors, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave

assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.

- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

In addition, if conditions or usage warrant, we will repair or replace the following parts:

- Motor brushes, operating-switch and relay components, plug-in relays, special lamps for car and hall fixtures, special lamps for emergency car lighting, and fuses (except main line disconnect).

This Contract includes emergency minor adjustment callback services during our regular working hours.

EXCLUSIONS

Services, repairs and/or parts not listed above are specifically excluded. This Contract does not cover inspection, lubrication, adjustment or cleaning that requires disassembly. If you later request any of these services, you agree to pay extra at our regular billing rates.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE[®] 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or thru an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform emergency minor adjustment callback service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

An Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of code authorities, proper use and care of the Units, and the OMMS program.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – TRACTION ELEVATORS

We will periodically examine safety devices and governors of the Units and conduct an annual no load test.

Code requires a full load, full speed test of safety mechanisms, overspeed governors, and car buffers and counterweight buffers at each fifth year. This test is not included in the Contract. You agree to conduct and pass a five year, full load test on the Units and that this is a material duty. You agree to keep a record of such test and to provide this record to Otis .

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters" service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters" service test any elevator firefighters" service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d)

through the ADA phone line, and/or (e) through REM[®] monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

We will not be required: (i) to make any tests other than that as specifically set forth herein, (ii) to make any replacements with parts of a different design or type, (iii) to make any changes in the existing design of the Units, (iv) to alter, update, modernize or install new attachments to any Units, whether or not recommended or directed by insurance companies or by governmental authorities, (v) to make repairs or replacements necessitated by failures detected during or due to testing of escalators or buried or unexposed hydraulic cylinders or piping; (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. Calls for repairs that fall outside of the scope of this contract will incur charges for travel time, plus vehicle surcharges and expenses.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

We will not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, labor disputes, strikes, lockouts, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, commercial unavailability of parts, vandalism, misuse, abuse, mischief, or acts of God.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice. Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

CONTRACT PRICE AND TERM

CONTRACT PRICE

Three hundred eighty-nine dollars and ninety cents (\$ 389.90) per month, payable Annually.

All pricing is plus any applicable sales taxes unless supplied with tax exemption certificates.

TERM

The Commencement Date will be 01/01/2022.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary of the Commencement Date for an additional thirty (30) days unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Term of the Contract may be terminated by either party by giving written notice to the other party of at least thirty (30) days.

PRICE ADJUSTMENT

Three hundred eighty-nine dollars and ninety cents (\$ 389.90) of the original Contract Price will be increased or decreased by the percent increase or decrease in the straight time hourly labor cost under the IUEC contract on **01/01/2021** which was **95.214**. The phrase "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is to be maintained.

The Contract Price will be adjusted annually on the commencement date by the percentage increase or decrease in the straight time hourly labor cost under the IUEC contract then in effect. The term "straight time hourly labor cost" means the sum of the straight time hourly labor rate plus the hourly cost of fringe benefits paid to elevator examiners in the locality where the equipment is maintained. In addition, we may adjust the Contract Price as a result of any substantial changes in service expenses, including but not limited to expenses in connection with fuel, waste disposal, environmental requirements, cost of materials, changes to government regulations or other administrative costs.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Payments will be made on a Annually basis, due on or before the last day of the month prior to the billing period, beginning on the Commencement Date.

The method of payment will be electronic direct debit. To enable us to process direct debit payments, you agree to provide a copy of a voided check from your business bank account.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Lauren King
Title: Business Development Manager
E-mail: lauren.king@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: _____

Title _____

E-mail: _____

Name of Company _____

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Signed: _____

Print Name: Jason Freeman

Title _____

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent: _____
(Name of Principal or Owner)

BILL TO INFORMATION

Company Name:

Address:

Address 2:

City:

State:

Zip Code:

ACCOUNTS PAYABLE CONTACT

Name:

Phone Number:

Fax Number:

E-mail:

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name:

Fax:

Phone:

E-Mail:

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Amber Vogan

Subject: Kansas Fights Addiction Act Resolution

Recommendation: The Assistant City Manager, Police Chief, Fire/EMS Deputy Director, and City Attorney recommend approval.

Action: Make a motion to adopt a resolution certifying costs for substance abuse and addiction mitigation, and approving the execution an agreement with the Kansas Attorney General.

Background: In 2021, the Kansas Legislature passed the Kansas Fights Addiction Act (HB 2079) to govern the distribution of settlement funds to the state from opioid producers and distributors. Pursuant to this legislation, local governments will be receiving 25% of settlement funds with half of this portion going to cities and half to counties. The other 75% of overall settlement funds will go to the Kansas Fights Addiction Fund.

Discussion: In order to receive settlement funds, cities will be required to certify previous or expected costs to the city of at least \$500, agree to spend the funds on lawful purposes, and waive any claims against the settling parties. This Act also bars cities from filing any further lawsuits on their own, and since we did not file our own separate claim, this is the only way to receive settlement funds. Any local government that does not join the settlement will have their portion of settlement monies redistributed equally per capita to the remaining eligible cities and counties.

The requirement to certify previous or expected costs of at least \$500 does not need to be itemized for the City to be eligible to join the settlement. Eligible expenses for these settlement claims include costs for responding to substance abuse and overdose calls to include EMS, Fire, and Police personnel costs, supplies, and medications, such as Narcan kits. The City has expended far more than the \$500 required to join the settlement in response to these calls.

An informational overview sheet from the League of Kansas Municipalities (LKM) is attached along with the resolution, agreement between LKM and the Attorney General, a sample agreement between the City and the Attorney General, and the two required Settlement Participation Forms.

Financial Impact: This resolution will allow the city to join the opioid litigation settlement to be eligible for settlement funds and certain state grants. There is no negative financial impact to the City if this resolution is adopted.

Funds received through the settlement may only be used for approved purposes. The City will need to monitor and report expenses charged to these funds to certify they were used on approved purchases. These purposes will be defined later in the final settlement agreement, but will likely include activities to prevent, reduce, treat or mitigate the effects of substance abuse and addiction, or to partner with other non-profits or municipalities to pool funds for projects.

Opioid Settlement Informational Sheet

Kansas is part of the multi-state litigation aimed at holding the producers and distributors of opioids accountable for the negative effects that their drugs have had on the American public. In 2021, the State Legislature passed HB 2079 to govern the distribution of settlement funds. The bill requires 75% of settlement funds to go to the state and 25% of these funds to be split between municipal governments. Pursuant to this legislation, the League, the Kansas Association of Counties, and the Attorney General's office are finalizing a required Memorandum of Understanding (MOU) governing how the local funds will be split and used.

In order to receive settlement funds, your city will need to certify previous or expected costs to the city of at least \$500, agree to spend any settlement funds for lawful purposes, and waive any remaining claims related to the opioid litigation. **It is important to note** that any city not having already filed a lawsuit on their own is barred from doing so by HB 2079. So, if your city is a non-litigating city, meaning that you have not filed opioid litigation on your own independent of the state, then going through these steps will be the only way that your city can receive settlement funds.

Certifying Costs and Agreeing to Spend Funds on Lawful Purposes

Your city will be required to certify, **by resolution**, that the city has had or will have at least \$500 in costs related to opioid abuse or addiction mitigation and that the city is able to utilize any settlement funds on purposes approved in the MOU and the various settlements. The League's sample resolution will, among other things, certify costs and the ability to spend on lawful purposes as required.

- **Question 1: What are approved purposes?**
 - Approved purposes will likely include projects and activities, including law enforcement, that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction. Language in the various settlements and the finalized MOU will offer more clarity on this. Cities will be able to partner with non-profit entities or pool money with other municipalities to use the settlement funds on projects well suited to address the problems brought on by opioid addiction and abuse.

- **Question 2: What can be included as we calculate costs?**
 - Generally any public funds spent on opioid abuse mitigation and treatment can be included when calculating if your city meets that \$500 threshold. Examples we have heard from cities have been the cost of Narcan kits and the personnel costs to emergency agencies (Fire, EMS, and Police) in responding to overdose calls.

Waiving Claims

Your city will also be required to enter various agreements waiving any future claims that the city may have against various producers and distributors arising from conduct covered by the state settlement. All cities wishing to receive settlement funds will be required to enter the MOU. In addition to the MOU, cities wishing to receive funds will need to enter agreements with other entities (as of now Johnson & Johnson and a collection of distributors). Where you can find this release and how it will be submitted will vary by city population:

- **Cities with population of 10,000 or more.**
 - You should have received a notice from the National Opioids Settlement Administrator. This notice will include directions on how to register for the national settlement site and will include a code unique to your city allowing you to register for the site. Once registered, you will be sent the settlement release forms for the distributor's settlement and the J&J settlement that can be signed online by anyone with authorization to do so. If you have not received this notice, send an email to jgoodyear@lkm.org.
- **Cities with population of less than 10,000**
 - You will still need to sign these releases in order to have access to funds, but you will not be able to do so online. Instead, you will be required to submit an Exhibit K form. These forms will be a PDF and there will be one for the Distributors settlement and one for the Janssen (Johnson & Johnson) settlement. The forms can be found on the League's website, on the Kansas Fights Addiction Act page https://www.lkm.org/page/Opioid_Settlement. In order to participate and receive funds, your city will need to fill out, sign, and submit both forms to participation@nationalopioidsettlement.com
- **Question 1: Who can sign the MOU and these settlement releases and agreements on behalf of the city?**
 - Release of these claims will require action by the governing body. Some cities have begun passing resolutions releasing claims and authorizing city personnel or a city official (ex: city manager or administrator, or mayor) to enter the agreements

necessary to effectuate that waiver. The League has developed a sample resolution doing just that. While you will not be required to pass such a resolution, it may be easier for the city to do so; authorizing one official to act on the city's behalf instead of waiting until all agreements are ready and finalized to hold a special meeting of the governing body to take up each agreement.

Sample Resolution

The League, in consult with some city attorneys, has drafted a sample resolution to certify city costs, affirm that the city will only spend the funds on permissible purposes, and authorize a city official to execute any agreements that are necessary for the city to receive settlement funds. We urge you to work with your city attorney as you make modifications to the resolution to make it fit your city.

Submission of the Resolution and Signed MOU

Once your city has passed a resolution certifying costs and has signed the MOU, those signed documents must be submitted to the Attorney General's Office. They are currently working on a portal or the development of an email address where the signed MOU and resolution can be submitted. Once they have developed that portal or site, we will share that information here and on the League's website.

More Questions? Contact jgoodyear@lkm.org

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF BONNER SPRINGS, KANSAS,
APPROVING THE EXECUTION AND DELIVERY OF AN
AGREEMENT TO RELEASE AND ASSIGN THE CITY'S OPIOID
CLAIMS TO THE KANSAS ATTORNEY GENERAL AND
CERTIFYING COSTS ATTRIBUTABLE TO SUBSTANCE ABUSE
AND ADDICTION MITIGATION IN EXCESS OF \$500.**

WHEREAS, in 2021, the Kansas Legislature enacted HB 2079, the Kansas Fights Addiction Act (the "Act"), authorizing municipalities such as the City of Bonner Springs to access opioid litigation settlement funds and become eligible for certain state grants by entering an agreement releasing the city's opioid litigation claims to the Attorney General and assigning any future opioid litigation claims to the Attorney General (the "Agreement"); and

WHEREAS, the City of Bonner Springs sustained damages related to the opioid epidemic; and

WHEREAS, the City of Bonner Springs desires to enter an Agreement releasing and assigning its Claims to the Attorney General in order to access opioid litigation settlement funds and become eligible for certain state grants;

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

Section 1. Authorization of the Agreement. City hereby authorizes the release of its legal claims arising from covered conduct to the Attorney General, and the assignment of any future legal claims arising from covered conduct to the Attorney General, pursuant to the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties, and Exhibit A – Agreement to Release and Assign Claims (Agreement) by and between the Attorney General and the City in substantially the form presented to and reviewed by the governing body at this meeting (copies of this document shall be on file in the records of the City), with such changes therein as shall be reviewed by the City Attorney and the officials of the City executing such documents.

Section 2. Execution of the Agreement. The Mayor, City Manager, City Attorney and City Clerk are hereby authorized and directed to execute, seal, attest and deliver the Agreement in substantially the form presented to and reviewed by the governing body at this meeting and such other settlement agreements, documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of the City.

Section 3. Certification of Costs and Expenses. The City hereby certifies that it has incurred costs and expenses related to substance abuse or addiction mitigation in excess of \$500 and the City can utilize the opioid litigation settlement funds for the lawful purposes established in the Kansas Fights Addiction Act and the settlement agreements. The City Manager and City Attorney are hereby authorized to execute, seal, attest and deliver such other documents,

certificates and instruments as may be necessary and desirable to certify these costs and expenses or similar costs and expenses, for and on behalf of the City.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this 20th day of December, 2021 and **SIGNED** by the Mayor.

Mayor

Attested:

City Clerk

REVIEWED AND APPROVED AS TO FORM:

City Attorney

**Kansas Opioids Memorandum of Understanding between the Attorney General, the
League of Kansas Municipalities, and the Kansas Association of Counties**

Whereas the people of the State of Kansas and its communities have been harmed by the Opioid Epidemic due to the misfeasance, nonfeasance, and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State of Kansas, through its Attorney General, and certain Political Subdivisions, through their elected representatives and counsel, that separately have claims or potential claims seek to hold Pharmaceutical Supply Chain Participants accountable for the damages caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of Kansas, through its Attorney General and its Political Subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic caused by that misfeasance, nonfeasance, and malfeasance throughout the State of Kansas; and

Whereas, in furtherance of that goal, during the 2021 Legislative Session, the Kansas Legislature passed the Kansas Fights Addiction Act, House Bill 2079, to address the use of funds received from opioid litigation and establish limits on future opioid litigation by municipalities; and

Whereas, House Bill 2079 contemplates the distribution of settlement funds received from the opioid litigation to non-litigating municipalities and litigating municipalities who have entered into an agreement to waive their claims according to a formula negotiated between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties; and

Whereas, Kansas's share of settlement funds from certain national settlement agreements will be maximized only if all necessary Kansas Political Subdivisions participate; and

Whereas, the intent of the Kansas Fights Addiction Act and this Memorandum are to capture all funds dedicated by any settlement agreement to the State or to any Kansas Political Subdivision, including funds dedicated by the terms of any settlement agreement solely for the use by the State or by a Kansas Political Subdivision.

Whereas the moneys in the Municipalities Fight Addiction Fund shall be expended for projects and activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the municipality for previous expenses related to substance abuse mitigation or arising from covered conduct.

Now, therefore, the State of Kansas and its Political Subdivisions through their respective representatives, the League of Kansas Municipalities and the Kansas Association of Counties, subject to completing formal documents effectuating the Parties' agreement, enter this Memorandum

of Understanding ("MOU") to maximize and facilitate the distribution of the proceeds of national settlement agreements allocated to the State of Kansas and its Political Subdivisions.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean projects and activities, including, but not limited to law enforcement, that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the State or Political Subdivisions for previous expenses related to substance abuse mitigation or arising from covered conduct, subject to any limitations on uses imposed on specific Settlement Funds by any agreement entitling the State or Political Subdivision to those Settlement Funds. Moneys in the Municipalities Fight Addiction fund may also be used by State and Political Subdivisions for the payment of litigation costs, expenses or attorney fees related to opioid litigation, except that a Political Subdivision shall first seek payment from applicable outside settlement sources or settlement fee funds prior to utilizing moneys from the Municipalities Fight Addiction fund for such payments, expenses, or fees.
2. "Covered Conduct" shall mean any conduct covered by opioid litigation that resulted in payment of moneys into the Kansas Fights Addiction fund.
3. "Expanded Population" shall be the sum of the population of all Political Subdivisions in the State, notwithstanding that persons may be included within the population of more than one Political Subdivision.
4. "Maximizing Settlement" refers collectively to the J&J National Settlement, the Distributor National Settlement, the Purdue Bankruptcy Settlement, the Mallinckrodt Bankruptcy Settlement, Insys Bankruptcy Settlement, and any future settlements that utilize a bonus structure for litigating entity and/or population participation.
 - a. "J&J National Settlement" means a national settlement agreement with Johnson & Johnson and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, reporting, distribution, and/or dispensing of opioids.
 - b. "Distributor National Settlement" means a national settlement agreement with pharmaceutical distributors AmerisourceBergen, Cardinal Health, McKesson, and their related corporate entities concerning alleged misconduct in the marketing, promotion, reporting, distribution, and/or dispensing of opioids.
 - c. "Purdue Bankruptcy Settlement" means any national settlement with non-federal government entities, including States and their political subdivisions, in the Purdue Bankruptcy Plan as approved by the Court in *In re: Purdue Purdue Pharma, L.P.*, Case No. 19-23648, which is pending in the United States Bankruptcy Court for the Southern District of New York.
 - d. "Mallinckrodt Bankruptcy Settlement" means any national settlement with non-federal government entities, including State and their political subdivisions in the Mallinckrodt Bankruptcy Plan as approved by the Court in *In re: Mallinckrodt PLC*,

et al., Case No. 20-12522, which is pending in the United States Bankruptcy Court or the District of Delaware.

- e. "Insys Bankruptcy Settlement" means any national settlement with non-federal government entities, including States and their political subdivisions in the Insys Bankruptcy Plan as approved by the Court in *In re: Insys Therapeutics, Inc., et al.*, Case No. 19-11292, which is pending in the United States Bankruptcy Court for the District of Delaware.
5. "Maximizing Settlement Funds" refers collectively to the J&J National Settlement Funds, the Distributor National Settlement Funds, the Purdue Bankruptcy Settlement Funds, the Mallinckrodt Bankruptcy Settlement Funds, Insys Bankruptcy Settlement Funds, and any future settlements that utilize a bonus structure for litigating entity and/or population participation.
- a. "J&J Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the J&J National Settlement.
 - b. "Distributor National Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Distributor National Settlement.
 - c. "Purdue Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Purdue Bankruptcy Settlement.
 - d. "Mallinckrodt Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Mallinckrodt Bankruptcy Settlement.
 - e. "Insys Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Insys Bankruptcy Settlement.
6. "Parties" shall mean the State of Kansas, the League of Kansas Municipalities, and the Kansas Association of Counties.
7. "Pharmaceutical Supply Chain" shall mean the process and channel through which opioids or opioid products are manufactured, marketed, promoted, distributed, dispensed, or prescribed.
8. "Pharmaceutical Supply Chain Participants" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, reporting, distribution, dispensing of, or prescription of any opioid analgesic.
9. "Political Subdivision" shall mean any Kansas city or county.
- a. "Litigating City" or "Litigating County" shall mean a Political Subdivision that filed or became a party to opioid litigation in court prior to January 1, 2021, or received approval from the Attorney General to file or become a party to opioid

litigation and has filed or become a party to opioid litigation on or after January 1, 2021.

- b. "Nonlitigating City" or "Nonlitigating County" shall mean a Political Subdivision that has not filed or became a party to opioid litigation.
10. "Population" shall refer to the published Certified Kansas Population by County estimates produced by the Kansas Division of the Budget released on July 1, 2021.
 11. "Release and Assignment Agreement" shall mean an agreement between the Attorney General and a Litigating City or Litigating County, by which a Litigating City or Litigating County releases its legal claims arising from covered conduct to the Attorney General and assigns any future legal claims arising from covered conduct to the Attorney General, in substantially the same form of the agreement attached hereto as Exhibit A.
 12. "Standard Settlement" shall mean a negotiated pre-judgement resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions. Standard Settlement shall not include any Maximizing Settlement.
 13. "Standard Settlement Funds" shall mean base monetary amounts obtained through a settlement before any bonus structure for litigating entity and/or population participation. Standard Settlement Funds do not include any Maximizing Settlement Funds.
 14. "State" shall mean the State of Kansas acting through its Attorney General.
 15. "Settlement Funds" shall mean Standard Settlement Funds and Maximizing Settlement Funds.

B. Allocation of Standard Settlement Funds

1. All Standard Settlement Funds shall be divided with 25% going to the Municipalities Fight Addiction Fund and 75% going to the Kansas Fights Addiction Fund.
2. The 25% of Standard Settlement Funds going to the Municipalities Fight Addiction Fund shall be divided with 50% going to cities and 50% going to counties.
3. The city share of the Standard Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita by population of each city subject to the following:
 - a. Any Litigating City that enters a Release and Assignment Agreement prior to January 1, 2022, shall be entitled to Standard Settlement Funds. In the event a Litigating City does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage for said City shall be redistributed equally per capita to the remaining eligible cities.

- b. To be eligible for an allocation of Standard Settlement Funds, prior to January 1, 2022, nonlitigating cities must pass a resolution stating the city has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the city can utilize the Standard Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating City does not pass such resolution prior to January 1, 2022, the allocation percentage for said City shall be redistributed equitably to the remaining eligible cities.
 - c. In the event an eligible city merges, dissolves, or ceases to exist, the allocation percentage for said City shall be redistributed equitably to the remaining eligible cities.
- 4. The county share of the Standard Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita by population of each county subject to the following:
 - a. Any Litigating County that enters a Release and Assignment Agreement prior to January 1, 2022, shall be entitled to Standard Settlement Funds. In the event a Litigating County does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage for said County shall be redistributed equally per capita to the remaining eligible counties.
 - b. To be eligible for an allocation of Standard Settlement Funds, prior to January 1, 2022, nonlitigating counties must pass a resolution stating the county has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the county can utilize the Standard Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating County does not pass such resolution prior to January 1, 2022, the allocation percentage for said County shall be redistributed equitably to the remaining eligible counties.
 - c. In the event an eligible county merges, dissolves, or ceases to exist, the allocation percentage for said County shall be redistributed equitably to the remaining eligible counties.
- 5. The Political Subdivision share shall be paid directly to the Political Subdivision to be held in a segregated account to be used for Approved Purposes. Funds in this special revenue fund shall not be commingled with any other money or fund of the city or county. Although Political Subdivisions may make contracts with or grants to a nonprofit, charity, or other entity, Political Subdivisions may not assign to another entity their rights to receive payments from the Municipalities Fight Addiction Fund.

C. Allocation of Maximizing Settlement Funds

1. All Maximizing Settlement Funds shall be divided with 25% going to the Municipalities Fight Addiction Fund and 75% going to the Kansas Fights Addiction Fund.
2. The 25% of Maximizing Settlement Funds going to the Municipalities Fight Addiction Fund shall be divided with 50% allocated to cities and 50% allocated to counties.
3. The city and county shares of the Maximizing Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita **subject to** the following:
 - a. Any Litigating City or Litigating County that enters a Release and Assignment Agreement prior to January 1, 2022 shall be entitled Maximizing Settlement Funds. In the event a Litigating City or Litigating County does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage, if any, for said City or County shall be redistributed equally per capita, subject to section C.3.c. and C.3.d below, to the remaining eligible cities and counties.
 - b. To be eligible for an allocation of Maximizing Settlement Funds, prior to January 1, 2022, nonlitigating cities and counties must pass a resolution, consistent with paragraphs B.3.b. and B.4.b. above, stating the city or county has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the county can utilize the Maximizing Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating City or County does not pass such resolution prior to January 1, 2022, the allocation percentage for said City or County, if any, shall be redistributed equally per capita, subject to section C.3.c. and C.3.d below, to the remaining eligible cities and counties.
 - c. The allocation of Maximizing Settlement Funds to the cities shall be distributed:
 - i. to Litigating Cities that have entered a Release and Assignment Agreement according to each such Litigating City's population proportional to the total population of all cities in Kansas, multiplied by 1.25; and
 - ii. the balance, thereof, distributed to all eligible non-litigating cities, according to each such City's population proportional to the total population of all cities in Kansas.
 - d. The allocation of Maximizing Settlement Funds to the counties shall be distributed as follows:
 - i. 50% of the total allocation of Maximizing Settlement Funds to the counties shall be distributed to all counties, subject to the limitation of sections C.3.a. and C.3.b, in Kansas, according to each such county's population proportional to the total population of all counties in Kansas;

- ii. 50% of the total allocation of Maximizing Settlement Funds to the counties shall be distributed to the Litigating Counties that have entered a Release and Assignment Agreement and shall be dispersed per capita proportional to the total population of Litigating Counties;
 - iii. This 50% assumes that 100% of Litigating Counties are participating. If less than 100% of Litigating Counties participate, this 50% to the Litigating Counties is reduced by the corresponding reduction in the settlement.
 - 1. For example, in the Distributors' Settlement Incentive B, if only 95% of the Litigating Subdivisions participate, the incentive is lowered from 100% to 60%. In that instance, the Maximizing Settlement Funds to the Litigating Counties would be 30% ($50\% (.5) \times 60\% (.6)$).
 - iv. Nothing in paragraph C.3.d.ii., shall prohibit a Litigating County from being awarded a distribution pursuant to paragraph C.3.d.i.
- e. Maximizing Settlement Funds shall be distributed directly to the eligible Political Subdivisions, both cities and counties, by the Attorney General or in some other manner consistent with the provisions 2021 Kansas House Bill 2079.
- f. Maximizing Settlement Funds distributed to the eligible Political Subdivisions shall be held in a segregated account by the respective Political Subdivisions to be used for Approved Purposes. Funds in this special revenue fund shall not be commingled with any other money or fund of the Political Subdivision. Although Political Subdivisions may make contracts with or grants to a nonprofit, charity, or other entity, they may not assign to another entity their rights to receive Maximizing Settlement Funds.

D. Use of Settlement Funds

1. Regardless of allocation, all Settlement Funds shall be used in a manner consistent with the Approved Purposes. Prior to using any Settlement Funds as reimbursement for previous expenses related to substance abuse mitigation or arising from covered conduct, a Political Subdivision shall pass a resolution stating that its previous expenses related to substance abuse mitigation or arising from covered conduct are greater than or equal to the amount of funds that the Political subdivision seeks to use for reimbursement. Each Political Subdivision that receives any Settlement Funds shall request moneys, report on expenditures, and monitor the use of Settlement Funds consistent with the terms of this MOU, Kansas State Law, and with the terms of any Maximizing Settlement which provides funds to the Municipalities Fights Addiction Fund.
2. If a Political Subdivision spends any Settlement Funds on an expenditure inconsistent with the terms of this MOU, the political subdivision shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for Approved Purposes

through budget amendment or repayment.

3. Political Subdivisions may pool Settlement Funds with other Political Subdivisions to cooperatively expend pooled Settlement Funds for Approved Purposes or deposit their Settlement Funds in the Kansas Fights Addiction fund to be distributed by the Kansas Fights Addiction grant review board.
4. Litigating Cities and Litigating Counties may only use their own respective shares of Settlement Funds to reimburse the payment of litigation costs, expenses or attorney fees related to opioid litigation. In order for Litigating Cities and Litigating Counties to use Settlement Funds from the Municipalities Fight Addiction Fund to reimburse the payment of litigation costs, expenses or attorney fees related to opioid litigation, such Litigating City or Litigating County must first seek payment from applicable outside settlement sources or settlement fee funds, consistent with 2021 Kansas House Bill No. 2079.

E. Distribution of Settlement Funds

1. Prior to the initial distribution, and in no event later than March 1, 2022, the Parties shall negotiate a Settlement Funds Distribution Procedure. The Settlement Funds Distribution Procedure will operate as an extension of this agreement, and shall be interpreted as incorporated within this agreement in whole.
2. For 2022, Settlement Funds shall be distributed as soon as reasonably practicable, and, such funds shall be distributed no later than June 1, 2022.
3. For all years after 2022, Settlement Funds shall be distributed annually no later than April 1 of the respective year.
4. Expenses for the administration of the distribution of settlement funds, pursuant to the Settlement Funds Distribution Procedure, shall be shared proportionally among the Parties.

F. Enforcement

1. This MOU is enforceable only by the parties. Political Subdivisions shall not have direct enforcement rights under this MOU; *however*, Political Subdivisions shall have the right to bring disputes arising from the terms of this MOU to (i) the League of Kansas Municipalities for cities; (ii) the Kansas Association of Counties for counties, or (iii) to the Kansas Attorney General's Office for either cities or counties. Any party receiving a dispute from a Political Subdivision must comply with the terms of the dispute resolution terms of this MOU within 30 days of receipt of the dispute from the Political Subdivision.

2. If a Party has a dispute under the terms of this MOU, either on its behalf or on the behalf of a Political Subdivision, the Party shall notify the remaining Parties about the dispute. Within 45 days of notice of a dispute and at the earliest convenience of all involved, the Parties shall meet and confer to resolve the dispute. Any resolution to the dispute shall be agreed upon by unanimous agreement of the parties and reduced to writing. In the event that the dispute is raised by a Party on behalf of a Political Subdivision, the writing detailing the resolution shall be delivered to the Political Subdivision within 30 days of the date of the resolution.
3. In the event that the parties are unable to reach a unanimous resolution, the disputing party may seek enforcement of the terms of the MOU in the District Court of Shawnee County, Kansas.

G. Amendments

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

H. Preservation of Records

Any Political Subdivision receiving Settlement Funds shall maintain for a period of at least three years, records of all Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that these funds are being or have been utilized in a manner consistent with this MOU.

J. Notice of Additional Settlements

The State of Kansas, through the Office of the Attorney General shall, in a timely manner, notify the parties to this agreement of the receipt of settlement funds and any new settlements subject to disbursement according to this agreement. Notice may be given in any manner reasonably calculated to inform the parties of the action having taken place.

K. Conflicts with other Agreements

The parties to this MOU acknowledge that the purpose and intent of this agreement is to combat the opioid crisis by creating a strategy tailored to Kansas in compliance with House Bill 2079. Therefore, by entering into this agreement, the parties agree and acknowledge that the distribution, expenditure, and oversight of opioid funds as discussed herein shall be governed by this MOU. This MOU, its exhibits, attachments, and amendments, if any, contains the entire agreement between the Parties. If any term contained in this MOU conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Kansas, the parties agree that the terms of this MOU shall control.

L. Counterparts

This MOU may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute the same MOU. This MOU may be executed via electronic signature and may be considered to have the same legal effect as if it were the original signed version.

M. Waiver

The failure by a party to strictly enforce this MOU shall not constitute a waiver by that party under this MOU.

N. Governing Law

This MOU shall be construed in accordance with the laws of the State of Kansas.

O. Severability

In the event any provision of this MOU is found to be invalid or unenforceable, that provision shall be stricken and the remainder of the MOU shall be applied as if the stricken provision were not part of the MOU.

Exhibit A — Agreement to Release and Assign Claims

BETWEEN:

[NAME OF POLITICAL SUBDIVISION], (the “Assignor”), a municipality as defined by Kansas Statutes Annotated §12-105a, or other Political Subdivision, located within the State of Kansas, with its principal business office located at:

[COMPLETE MAILING ADDRESS]

AND:

Derek Schmidt, the duly elected Attorney General of the State of Kansas, with a principal business office located at:

The Office of the Kansas Attorney General
120 SW 10th Ave., 2nd Floor
Topeka, KS 66612

FOR VALUE CONTEMPLATED, to gain access to money recovered by the State of Kansas for the abatement or remediation of substance abuse or addiction, made available by the Kansas Fights Addiction Act, 2021 Kansas House Bill No. 2079, consistent with **Kansas Opioids Memorandum of Understanding between the Kansas Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties**, and to permit as adopted by resolution passed by the Assignor on [____DATE____], the Assignor hereby releases its legal claims, and transfers and assigns to the Assignee, his successors, assigns, deputies, assistants, and personal representatives, any and all claims, demands, and cause or causes of actions on any kind whatsoever which the undersigned has or may have against any opioid manufacturer, distributor, and/or pharmacy, or entity **within the Pharmaceutical Supply Chain**, arising from the following type of claim:

Any and all claims arising out of “covered conduct” and “opioid litigation” as defined by 2021 Kansas House Bill No. 2079, and any and all claims on file by Assignor in MDL Case No. 1:17-md-2804, if any.

And the undersigned may in the name of the State of Kansas and for the benefit of the State of Kansas as defined by state law, 2021 House Bill No. 2079, and consistent with Kansas Opioids Memorandum of Understanding between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties, prosecute, collect, settle, compromise and grant releases on said claim as in his sole discretions deems advisable.

Any failure of the Assignor to comply with any requirement of the Memorandum of Understanding, the Kansas Fights Addiction Act, any other provision of Kansas law, or any reporting, requesting, monitoring, or other provision of any opioid settlement agreement which produces money governed by the Kansas Fights Addiction Act, may result in the suspension, termination, or other cessation of future payments to the Assignor from any fund established in the Kansas Fights Addiction Act.

IN WITNESS THEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:

ASSIGNOR

ASSIGNEE

Authorized Signature

Print Name and Title

Authorized Signature

Derek Schmidt, Kansas Attorney General
Office of the Kansas Attorney General

Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Settlement Participation Form

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Matt Zayas

Subject: Personnel Policy Amendments

Recommendation: Approve.

Action: Make a motion to approve the Personnel Policy amendments as presented..

Background: Staff reviews the City Personnel Policy on an annual basis to ensure that it remains an effective management tool for the organization. Recommended adjustments are largely associated with the transition of staffing and roles in the Fire Department. Additionally, a few verbiage adjustments were made to certain items for clarification purposes.

Discussion: In order to provide a competitive labor environment consistent with peer communities while simultaneously ensuring effective and efficient operations, the following amendments to the City's Personnel Policy are proposed:

Fire/EMS Vacation Accrual Accumulation & Accrued Leave Carryover

As we prepare to modify wages and positions for the newly created FIRE/EMS potions, there was also a review of how monthly vacation accrual policies of local fire departments, including Edwardsville Fire Department and Kansas City, Kansas, Fire Department, was conducted. Based upon this evaluation, the following rate of vacation accrual accumulation is proposed:

Years of Continuous Employment

	0-4	5-9	10-14	15+
<i>Current:</i> 24 hr. shift, EMS Hours earned per month	12	14	17	20
<i>Proposed:</i> 24 hr. shift, Fire/EMS Hours earned per month	8	14	16	20

Beginning January 1, 2022, full-time Fire/EMS employees who work 24-hour shifts will be allowed the same amount of annual accrual carryover as any other full-time employee of the City, which is 240 hours of vacation leave and 480 (720 if hired before January 1, 2006) hours of sick leave. Any employee who has more than the maximum amount of the respective accrual will be paid out the difference at his or her current rate of pay.

Vacation Leave Payout

Section E(6)(f) was modified to provide greater clarification as it pertains to Section D(4)(b).

Definition of a Variable Employee

Section C(1)(c) was re-written for clarification purposes.

Shared Sick Leave

Section E(18) was rewritten to state that an employee who lacks sufficient accrued sick, vacation, or personal leave, may be eligible to receive donated sick leave.

Financial Impact:



City of Bonner Springs
KANSAS

CITY OF BONNER SPRINGS, KANSAS

PERSONNEL POLICIES AND GUIDELINES

Updated – December 2021

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PERSONNEL POLICIES AND GUIDELINES, CITY OF BONNER SPRINGS, KANSAS

ARTICLE A. GENERAL

A-1. Policies Established. The following policies, guidelines, and other provisions for Personnel Administration in the City of Bonner Springs hereinafter referred to as City, are established to:

- a) Promote and increase the efficiency and effectiveness of City service.
- b) Develop a program of recruitment, advancement, and tenure that will make City service attractive as a career.
- c) Establish and maintain a uniform plan of performance evaluation and compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.
- d) Establish and promote high morale among City employees by providing good working relationships, uniform personnel policies, and an opportunity for advancement without regard to race, color, sex, disability, religion, age, national origin, ancestry, genetic information, or sexual orientation.
- e) Establish City employment and personnel policies. These policies and guidelines do not create contractual employment rights. *All employees are considered to be at-will employees for the purposes of City employment.*

A-2. Application of Policies. These policies and guidelines shall apply to all employees in the service of the City except elected officials.

A-3. Departmental Guidelines. The head of any City department may formulate in writing reasonable guidelines for the conduct of the operations of his or her department, such as those relating to safety or operational procedures, which shall be available to all departmental employees. Such department guidelines are subject to review and approval by the City Manager and shall not be less stringent than, in violation of, or in conflict with any personnel guidelines adopted by the Governing Body.

A-4. Personnel Records. The City shall keep adequate records of all persons employed. The records shall include the employees': pay scale; time worked; accrued vacation and sick leave; all absences for vacation, sick, or other leave; accrued overtime; and all other records directed to be made and maintained under these policies and guidelines or under applicable state or federal law. An employee's personnel file shall be available during office hours for inspection by that employee.

A-5. Amendment of Policies. These policies may be amended from time-to-time in the same manner as they were adopted.

A-6. Hiring and Termination. The Governing Body shall establish all employee positions for the City. When the Governing Body establishes a new position, they shall set a salary range for that position. The City Manager, or his designee, shall write a job description for each such

position established by the Governing Body. The City Manager shall hire and terminate all City employees.

A-7. Disability Accommodations Policy. The City complies with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act, and all applicable state and employment practices. The City is committed to providing equal employment opportunities to all qualified individuals with disabilities. Consistent with this commitment, the City will provide a reasonable accommodation to disabled applicants and employees to perform the essential functions of the job unless doing so would create an undue hardship.

If you believe that you need an accommodation because of your disability, please contact the Assistant to the City Manager who will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations.

If your disability or need for accommodation is not obvious, the City may ask you to provide supporting documents showing that you have a disability within the meaning of the ADA and applicable or local laws, and that your disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, the City may require that you see a health care professional of the City's choosing, at the City's expense. In those cases, if you fail to provide the requested information or see the designated health care professional, your request for a reasonable accommodation may be denied.

The City expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith.

ARTICLE B. POSITION CLASSIFICATIONS

B-1. Objectives and Purpose. Position classification is a system of identifying and describing different kinds of work in the organization in order to permit equal treatment in employment practices and compensation. Each full-time City position shall, on the basis of the duties, responsibilities, skills, experience, education, and training required of the position, be allocated to an appropriate class, which may include either a single position or two or more positions.

B-2. Job Descriptions. Each position shall have a concise descriptive title, a description of the essential and marginal functions and tasks of the position, and a statement of the qualifications for filling such positions. The City Manager shall approve the descriptions and shall be kept on file in the Human Resource office to be available for inspection by any interested party during regular office hours.

B-3. Pay Range Plan. The Governing Body shall adopt a pay plan, with minimum and maximum amounts of pay for each class of positions. The Governing Body shall periodically review and revise the pay ranges assigned to each class of positions.

B-4. Maintenance of the Classification Plan. It shall be the duty of each Department Head to report to the City Manager, or his designee, any and all organization changes significantly altering or affecting changes in existing positions or proposed positions. The City Manager shall approve all new or revised job descriptions and pay ranges for such positions.

ARTICLE C. RECRUITMENT AND PROMOTION

C-1. Definitions.

- a) *Full-time Employee*: one employed to work a normal week of more than 40 hours on a regular and continuing basis. The work week shall begin at 12:01 a.m. Saturday and ends on 12:00 a.m. (midnight) Friday except as otherwise provided in Section E-1.
- b) *Part-time Employee*: one employed to work less than 40 hours or less per week on a regular and continuing basis. This employee may be eligible for certain pro-rated leave and benefits.
- c) *Variable Employee*: A position that works throughout the year but has no guaranteed schedule and works only when called upon to do so. Variable employees must work less than 130 hours per month and 1000 hours per year. Hours worked in excess of 40 hours per week must have prior approval from the supervisor. Variable positions are not covered by KPERs and are not eligible for fringe benefits.
- d) *Seasonal Employee*: one employed to work on a regular and/or recurring basis during a specific season or portion of a year.
- e) *Volunteer*: a non-paid individual in the position he or she holds. When acting as a volunteer, an individual is not an employee regardless of other City employment.
- f) *Probationary Employee*: an employee in his or her first 6 months of employment with the City.

C-2. Recruitment. It shall be the policy of the City to provide fair and equal opportunity to all qualified persons to enter City employment on the basis of demonstrated merit and fitness determined by fair and practical methods of selection, without regard to race, color, sex, disability, religion, age, national origin, ancestry, genetic information or sexual orientation.

C-3. Qualifications for Employment. All applicants for any position with the City shall meet the minimum qualifications established for that position. Each applicant shall complete a job application form. The City may require applicants for certain positions to satisfactorily complete a background check. All information obtained as a result of a background check will be used solely for employment purposes. A medical examination or other testing, including drug testing, may be required only after an offer of employment has been made, provided that, such exams or testing are required of all such applicants who are offered employment in similar positions or position classifications. Where required, the offer of employment is contingent upon applicant passing required tests.

At the start of employment, each employee shall take an oath of office consistent with the requirements in K.S.A. 75-4308.

C-4. Promotion. It is the policy of the City to fill vacancies for supervisory, skilled, and upper-level positions from within the ranks of present employees whenever possible. All employees seeking promotion shall be expected to meet the minimum qualifications for the class in which they seek promotion. A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made, provided that, such exams or testing are required of all such employees who are offered promotions in similar positions or position

classifications. The offer of promotion is contingent upon applicant passing required tests, when deemed necessary by the City Manager.

C-5. Employment-Eligibility Verification. All employees hired for any position with the City, shall complete an employment-eligibility verification statement in compliance with the federal Immigration Reform and Control Act of 1986.

C-6. Advertisement of Job Openings.

- a) When a job position is to be filled, the position may be advertised to the general public and, if deemed necessary shall be advertised for a minimum of two weeks. In an emergency situation, the City Manager may hire someone on a temporary basis during the advertising period.
- b) If the position is not an at-will position, or if the City creates a property interest through personnel policies or union contracts, the City shall give a veteran preference for initial employment and first promotion if the veteran is competent to perform such services. If the veteran is not hired, the City, within 30 days of filing the position, shall send a notification of the rejection by certified mail or personal services. This notice shall inform the veteran of any administrative appeals available. [See Appendix B for explanation of Veteran's Preference]

C- 7. Nepotism. The City's policy in employment is to hire and promote on the basis of an individual's merit, knowledge, skills, and abilities and to avoid circumstances of favoritism. If one City employee becomes a "family member" of another City employee after they are both employed, the two employees may not remain in the same supervisory chain. If they are in the same supervisory chain at the time they become "family members," one must be moved to another department and/or out of the supervisory chain within 90 days. If an appropriate position is not available then one of the employees must separate from City employment within the same 90 day period. If the affected employees cannot decide who will separate, then the Department Head, in consultation with the City Manager, will determine which employee to retain. This policy does not apply to Volunteer or Seasonal positions.

ARTICLE D. COMPENSATION

D-1. Pay Plan.

- a) The City designates each employee as either exempt or non-exempt in compliance with applicable federal, state, and local law. Exempt employees are paid a fixed salary and are not entitled to minimum wage and overtime under the Fair Labor Standards Act. Non-exempt employees are entitled to overtime pay as described in Section D-5.
- b) The salary of each City employee, except those appointed officers whose salary is specifically set by ordinance, shall, at least annually, be set at an amount within the pay range of the position class in which the employee is assigned. An employee's continued employment at the salary rate within his or her class assignment shall be contingent upon the provisions outlined in Section D-3.

D-2. Pay Increases.

- a) Pay increases shall not be routine or automatic and are subject to approval by the City Manager.

- b) Annual cost of living pay increases may be given as approved by the Governing Body.
- c) Subject to the budgeted approval of the Governing Body, the City Manager may award a pay increase to an employee based on an annual performance evaluation submitted by the employee's immediate supervisor.
- d) Annual longevity pay may be given at the discretion of the Governing Body.

D-3. Performance Evaluations.

- a) Employee performance evaluations will be considered in determining the following employment matters: salary increases and decreases within the limits established in the pay plan, promotions, demotions, order of layoffs, transfers, and termination.
- b) An evaluation of the performance of each full-time and part-time employee based on his or her duties and responsibilities shall be prepared by the employee's immediate supervisor at least annually. The evaluation shall be in writing on forms approved by the City Manager. The supervisor may evaluate at least quarterly, any employee who has received a performance rating that is less than satisfactory overall performance rating during the past year.
- c) Evaluations, upon review by the supervisor and after the employee has had an opportunity to respond, shall be included in the employee's personnel file.

D-4. Pay on Termination.

- a) An employee, who is terminated from City employment, shall receive his or her final paycheck on the first regularly scheduled payday following his or her termination.
- b) Employees discharged for cause, and those who voluntarily terminate without giving a minimum of two-week (ten working days) notice, shall not be eligible to receive pay for any accrued benefits.

D-5. Overtime Work.

- a) No person employed in an administrative, executive, or professional position, as defined by the federal Fair Labor Standards Act (FLSA), and who meet the salary threshold test of the FLSA, shall be eligible for overtime pay. These positions are defined as "FLSA – Exempt."
- b) All "FLSA – Non - Exempt" employees shall be eligible to receive overtime compensation for all hours worked in excess of the normal City work week (as defined in C-1), except for full-time police officers, full-time firefighters.
- c) Full-time police officers shall be eligible to receive overtime compensation only for work hours in a work period which exceeds 84 hours per 14-day work period (or for any proportionate number of hours worked in a work period from 7 to 28 days at the City's option). Additionally, fire fighters will be eligible for overtime compensation only for work hours in a work period that exceeds 106 hours in 14 days (or for any proportionate number of hours in a work period from 7 to 28 days at the City's option).

- d) All overtime work must have prior authorization by the employee's Department Head and the City Manager. The Department Head shall maintain records of any overtime worked.

D-6. Call-Back Time

- a) Call-back duty shall be an obligation of each employee of the City and call-back duty is considered part of the job requirement of each position when employed. Call-back is that time when it is necessary for the supervisor, department head, or City Manager to call an employee or group of employees to perform functions necessary or related to the operations of the city, or the department to which the employee is assigned, at other than scheduled work hours.
- b) Call-back shall be differentiated from schedule modification as follows: if an employee is notified of a requirement to work at other than normal work hours while he is at work, or at least 12 hours prior to the time he is to report to work, the work performed outside regular working hours will be considered a schedule change. An employee whose schedule is modified under this provision will not be eligible for overtime pay until his hours worked in the pay cycle exceed the number as defined within the Personnel Policy.
- c) No non-exempt employee who is called to duty shall receive less than 1 full hour's pay at 1 ½ times his or her regular rate of pay. Time in excess of 1 hour shall be paid in 1/4 increments.
- d) For payroll reporting purposes, the time spent on a call-back situation begins when an employee arrives at his normal place of work, or at the actual location of the work. The call-back time ends when they finish and either leaves the location, or leaves their normal work location. An employee is not paid for the time it takes after receiving the call to prepare to report or drive to the normal work site. Likewise, they are not paid for the time it takes to return home following the completion of the duties required to answer the call-back assignment.
- e) It shall be the responsibility of an employee who is contacted to report for call-back duty to notify his supervisor if they are mentally or physically impaired such that reporting for duty might present a safety hazard to themselves or others. Examples of such impairment would be consumption of alcohol; the taking of medication which induces drowsiness; or fatigue. The supervisor making the contact will make a determination as to whether to require an employee to report to when the employee has reported an impairment.
- f) Call back time shall not be included when calculating hours worked in a pay period for overtime purposes.

D-7. Stand-by Duty

- a) Stand-by duty shall be an obligation of each employee of the City and Stand-by duty is considered a part of the job requirement of each position when employed.

Stand-by duty is that time for which a non-exempt employee is required to be available to be called back to duty, should the operation of his department require unscheduled duty. Stand-by rosters will be compiled by each division supervisor, in accordance with the procedure observed by the department. Employees must respond within 30 minutes of the initial call, and limit their activities as needed to guarantee their ability to respond fit for duty within that time window.

- b) Incentive pay, for Stand-by duty, if any, will be paid at a rate of \$20 per day.
- c) Time spent on duty, which results from being called-back, will be compensated as "Call Back Time" as defined in this Personnel Policy.
- d) Approval of the City Manager is required in order to establish a Stand-by procedure in any department.

D-8. Pay periods; Paydays. The City shall pay all full-time and part-time employees bi-weekly, and volunteers will be paid monthly. Should the regular payday fall on a bank holiday, pay shall be distributed on the day immediately preceding the bank holiday.

ARTICLE E. ATTENDANCE AND LEAVE

E-1. Attendance. The City requires regular and punctual attendance from all employees. Employees who are going to be absent for full or partial workday, or late for work, must notify their supervisor as far in advance as possible but at least two hours before the start of the workday. Employees who must miss work because of emergencies or other unexpected circumstances must notify their supervisor as soon as possible.

E-2. Hours of Work.

- a) *General Employees.* The normal work week for general employees, which includes all employees other than police officers and fire fighters, shall be 40 hours, consisting of five eight-hour days. Full-time personnel employed in departments operating on a 24-hour basis, other than police officers, shall work not fewer than eight hours per day, five days per week, on a schedule to be assigned by the department head.
- b) *Normal Work hours.* No employee shall be permitted to work in excess of their normal work week except when so directed by the employee's Department Head, immediate supervisor, or City Manager.
- c) *Un-Notified Absence.* If an employee is absent for 3 days without proper notification in accordance with the attendance policy, they shall be considered to have voluntarily resigned their position in City service. Re-instatement upon presentation of extenuating circumstances or reason for such absence shall be at the discretion of the City Manager. Any un-notified absence of less than 3 days may result in disciplinary action.
- d) Non-exempt employees are required to record all hours worked, including any hours worked outside of their normal schedule.

E-3. Meal Breaks and Rest Breaks. All non-exempt employees who work for 5 hours or more in a workday must take a 30-minute meal break. The time of the meal break, usually late-morning or early afternoon, shall be determined by the employee's immediate supervisor. Employees are entitled to a rest break of 15 minutes for every 4 hours of work. The time of the rest break, usually mid-morning and mid-afternoon, shall be determined by the employee's immediate supervisor, or City Manager. Meal breaks and rest breaks are intended to provide non-exempt employees an opportunity away from work. Non-exempt employees are not permitted to perform any work during meal or rest breaks. Employees are encouraged to take meal and rest breaks away from their work area. Any non-exempt employee who performs work

during their meal break must document that time on their timecard.

E-4. Breast Feeding. For up to one year after the child's birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her baby. The City will designate a room, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk. A small refrigerator reserved for the specific storage of breast will be made available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering. Nursing mothers wishing to use this room must request the room by contacting the Human Resource office. Additional rules for use of the room and refrigerator storage will be posted in the room. Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

E-5. Holidays.

- a) The Governing Body shall declare which days shall be paid holidays for City employees. From time-to-time, and for certain special occasions, the Governing Body may by motion designate other days as special holidays on a one-time basis.
- b) When a paid holiday falls on a Saturday or Sunday, the preceding Friday or following Monday may be declared a holiday by the Governing Body.
- c) Non-exempt employees scheduled to work on a City-observed holiday shall be compensated at one and one-half times their regular salary for any hours worked, while also receiving straight pay for that holiday.
- d) Part-time employees shall be paid only for City-observed holidays falling on days in which they would otherwise have been scheduled to work. The amount of such pay shall be equal to the wages they would have earned for the number of hours they would have been scheduled to work on that day, not to exceed 8 hours. Part-time employees working less than 1,000 hours per year, seasonal, temporary, and variable employees shall not receive paid holidays.
- e) To be eligible to receive pay for a City holiday, an employee must not have been absent without leave either on the workday before or the workday after the holiday.

E-6. Vacation Leave. Vacation leave shall be earned beginning with the date of employment under the conditions hereinafter stated. An employee who works fewer than 12 days in any month shall not accrue vacation credit for such month of service; provided, this restriction of 12 days shall not apply if the employee has worked fewer than 12 days due to authorized vacation or sick leave. No employee shall be permitted to use vacation time for any period spent on unauthorized leave.

- a) *Full-time Employees.* Full-time employees who work at least 40 hours per week are entitled to paid vacation leave time according to the following schedule.

	<u>Years Continuous Employment</u>			
	0-4	5-9	10-14	15+
Hours earned per month	8	10	12	14
24 hr. shift, Fire/EMS Hours earned per month	8	14	16	20

Employees may not accumulate any more than 240 hours of vacation leave. Hours that would have been accumulated in excess of 240 hours will be forfeited. Vacation pay is computed based on the employee's regular wage or salary for a standard work period.

- b) *Other Employees.* Part-time employees who work at least 20 hours per week on a continuing basis shall receive 4 hours vacation per month for each month of employment. Their maximum accumulation shall be 120 hours.

Seasonal, temporary, and variable employees shall not earn vacation leave.

- c) *Scheduling.* The dates for the taking of vacation leave shall be scheduled in consultation with the employee's supervisor and Department Head. In cases where the requested vacation schedules of two or more employees would adversely affect the efficient operation of the City, vacation leave shall be granted on the basis rank, first request, and/or seniority of City employment.
- d) *Holiday During Vacation.* City holidays occurring during the taking of an employee's authorized vacation leave will not be counted as a day of vacation.
- e) *Minimum Hours.* Employees may use vacation leave in units of not less than one hour, subject to the approval of their supervisor.
- f) *Termination.* Upon termination, subject to Section D-4 (b), an employee shall be compensated for all earned but unused vacation at their final rate of pay, subject to the maximum hours of accumulation authorized in the schedule in Section E-6 (a) and Section E-6 (b).

E-7. Sick Leave. All exempt employees, full-time non-exempt employees, and part-time employees who are employed to work at least 20 hours or more per week on a continuing basis, shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents, or other physical incapacity, occurring either on or off the job. No employee shall be permitted to use sick leave for any period spent on unauthorized leave. The provisions of the Family and Medical Leave Act may apply in some circumstances, which can be reviewed in Section E-13 below.

- a) *Amount of Sick Leave.* Exempt employees and full-time non-exempt employees shall earn hours of sick leave for each month of service according to the following schedule.

Years Continuous Employment (before Jan. 1, 2006)

	0-4	5-14	15+
Hours earned per month	8	10	14
24 hr. shift, Fire/EMS Hours earned per month	12	14	20

Years Continuous Employment (after Jan. 1, 2006)

	0-4	5+
Hours earned per month	8	10
24 hr. shift, Fire/EMS Hours earned per month	12	14

Non-exempt part-time employees who are employed to work not less than 20 hours per week shall earn sick leave at the rate of 4 hours per month for each month of employment.

Seasonal, temporary, and variable employees shall not earn sick leave.

- b) *Accumulation of Sick Leave*: The maximum accumulation of an exempt and non-exempt full-time employee is 480 hours.

EMPLOYEES HIRED BEFORE January 1, 2006:

The maximum accumulation on the employee's anniversary date for full-time employees is 720 hours. Any hours over this maximum will be paid to the employee in accordance with Section E-7 (h).

- c) *Computing Sick Leave*. Any absence for a fraction of a day that is chargeable to leave shall be charged in increments of not less than one hour.
- d) *Doctor's Certificate*. For sick leave in excess of 3 work days, a Department Head or City Manager may require a signed statement from a healthcare provider verifying the employee's inability to perform his or her assigned duties because of illness.
- e) *Notification*. To be eligible for paid sick leave, an employee, or his or her representative, shall notify his or her immediate supervisor and give the reason for the absence no later than 2 hours before the beginning of the first workday in which sick leave is taken. This notification requirement may be waived by the employer's supervisor in extraordinary circumstances.
- f) *Abuse of Sick Leave*. An employee who improperly claims sick leave shall be subject to disciplinary action, including loss of pay or dismissal. Sick leave hours may not be used for purposes other than those outlined in this section. Sick leave is intended for use by the employee in cases of illness, injury, accidents, physical incapacity, or doctor appointments for the employee, employee's spouse or other dependents. The City reserves the right to discipline employees who abuse this policy, for example, by: falsifying documents submitted to support leave; being untruthful about the reasons for requested leave; or repeatedly using paid sick leave immediately before or after weekends, City holidays, or vacations. The City reserves the right to request additional documentation to support repeated requests for leave on Mondays or Fridays; or for leave requests on either the end of a City holiday, a planned vacation, or other absence.

- g) *Termination.* If the employee is not retiring from the City, the employee will not receive any sick leave.

Full-time employees hired before January 1, 2021 who simultaneously retire under KPERS and/or KP&F, and are vested in either of the respective benefit programs, will be eligible for payment of accrued sick leave. The maximum paid to the employee is the remaining unused hours of sick leave which will be no more than the maximum unused sick leave hours as authorized in the schedule in Section E-7(b).

- h) *Sick Leave Pay Out.*

Full-time employees hired before January 1, 2006 are limited to 720 hours of credited sick leave on their anniversary date. If the employee accumulates more than 720 hours on his or her service anniversary date, they will be paid at their current pay rate for 100% of the unused sick leave over 720 hours.

E-8. Maternity Leave. An employee who becomes pregnant may claim and receive maternity leave in the same manner as provided for sick leave; the employee may also elect to use any accrued vacation leave to the extent such leave is available. An employee may also take leave without pay in the same manner as any other employee on leave without pay. If medical complications related to the pregnancy exist, the employee may, with the approval of the department head or City Manager, remain on maternity leave until released by the employee's physician. The provisions of the Family and Medical Leave Act may apply in some circumstances (see E- 13 below).

E-9. Funeral Leave. In the case of death of a member of an employee's immediate family (to include only the spouse, children, mother, father, brother, sister, grandparents or close-relatives by marriage of the employee or employee's spouse), full-time and part-time employees shall be granted paid funeral leave not to exceed 3 consecutive working days.

E-10. Injury Leave.

All injuries occurring on the job shall be reported as soon as possible to the employee's immediate supervisor, but no later than 24 hours after the incident.

An employee absent because of an on-duty accident may elect to receive any accrued sick, vacation, or personal leave during such portion of the period of disability an employee may have. It is understood that sick leave allowances may apply to waiting periods under the Worker's Compensation Law.

E-11. Military Leave. The City recognizes and adheres to all applicable state and federal laws regarding leaves for uniformed service to the State of Kansas as well as the United States. Any employee who needs time off for uniformed service is to immediately notify his or her Department Head and the City Manager or his designee, both of whom will provide a detailed explanation to the employee of his or her reemployment rights under K.S.A. 48-517 (governing members of the Kansas national guard, Kansas air national guard, and the Kansas state guard that are called or ordered to duty') and the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. 4301 et seq., covering persons performing duty, voluntarily and/or involuntarily in the U.S. Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, and Public Health Service commissioned corps.

Any employee, including full- and part-time, who notifies the City that he or she intends to return to employment once military service is completed shall be eligible for military-leave benefits including:

- a) Reinstatement of the veteran to the position he or she would have held if his or her employment had not been interrupted by military service provided one of the exceptions in 38 U.S.C. S4312(d)(1) have not been triggered;
- b) Retention and accrual of benefits tied to seniority;
- c) Continued health care coverage at the employee's expense; and
- d) Continued participation in insurance and other benefits not determined by seniority to the same extent as employees granted other types of leave.

E-12. Civil Leave.

- a) *Civil Leave with Pay.* An employee shall be given necessary time off with pay (1) when performing jury duty, (2) when appearing in court as a witness in answer to a subpoena or as an expert witness when acting in an official capacity in connection with the City, (3) when performing emergency civilian duty in connection with national defense, or (4) for the purpose of voting when the polls are not open at least 2 hours before or after the employee's scheduled hours of work.
- b) *Civil Leave without Pay.* If an employee is involved in a personal lawsuit either as a plaintiff or as a defendant in an action not related to his or her duties with the City, the employee may take leave without pay unless he or she elects to utilize any accumulated vacation leave or personal days.

E-13. Family and Medical Leave.

- a) Upon request, any employee will be granted up to 12 weeks of unpaid family and medical leave during any 12-month period. Such leave will be available as the result of the birth, adoption, or placement of a child for foster care; to care for a spouse, child, or parent with a serious health condition; or due to an employee's disabling illness; or because of any qualifying exigency (as the Secretary shall, by regulation, determine) arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces. Where possible, employees are required to provide at least 30-days' notice before beginning to take leave. The employer may require any accrued paid vacation, sick, or personal leave of the employee be substituted for the 12 weeks of leave provided under this law.
- b) Upon request, any employee will be granted up to 26 weeks of unpaid military care giver leave during a single 12-month period to care for the serious injury or illness of a son, daughter, spouse, parent or next of kin who is a member of the Armed Forces as defined in 29 CFR 825.122.
- c) *Eligibility.* An employee must have worked for the City at least 12 months and for a minimum of 1,250 hours during the previous year. Where a husband and wife work for

the City, the total number of weeks leave in which both are entitled will be limited to 12 weeks during any 12- month period. A 12-month period may be measured as a calendar year; any fixed 12-month "leave year," such as a fiscal year or a year starting on an employee's "anniversary" date; the 12- month period measured forward from the date an employee's first FMLA leave under paragraph E-13(a) begins; or, a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave as described in paragraph E-13 (a). Where leave is requested as a result of a serious health condition, the employee shall provide the City a certification statement issued by a healthcare provider. Should there be a question of validity of the certification provided by the employee, the City may, at its own expense, require an opinion from a second healthcare provider. Where there is a conflict between the two opinions, the City may pay for the opinion of a third provider. The opinion of the third provider is binding on both the employee and employer.

- d) *Restoration.* An employee returning from family medical leave will be entitled to return to his or her position or to a position with equivalent benefits, pay, and other terms and conditions of employment.
- e) *Vacation and Sick Leave.* Employees on unpaid family medical leave will not accrue any seniority, vacation, or sick leave benefits.
- f) *Health Insurance Coverage.* The City will continue to provide healthcare coverage under the same provisions as prior to the leave. Where the employee fails to return from leave, the City can recover the premium(s) paid on behalf of the employee to maintain healthcare coverage. If failure to return to work is due to the continuation, recurrence, or onset of a serious health condition beyond the employee's control, the employee will not be liable for healthcare premiums paid while on family leave. In such cases, a certification issued by a healthcare provider will be required.
- g) *Outside employment or Moonlighting.* An employee on family medical leave may not perform any type of outside employment with another employer.

E-14. Other Leave.

- a) *Meetings, Seminars.* Any employee may be granted leave with pay to attend meetings, seminars, and conventions related to the employee's work for the City if such attendance is authorized by the City Manager.
- b) *Educational Leave.* An employee, upon written request, may be granted leave without pay for a period up to one year to further his or her education or seek specialized training, upon recommendation of the employee's department head and approval by the City Manager.
- c) *Leave of Absence.* An employee, upon written request, and with the recommendation of his or her department head, may be granted a leave of absence without pay for a period of up to six months, subject to the approval of the City Manager.

E-15. Domestic Violence and Sexual Assault Leave. The City will not discharge, or in any manner discriminate against, an employee who is a victim of domestic violence or sexual assault and who takes time off from work to obtain relief, including restraining orders and other injunctive relief. The employee must be permitted time off to seek medical attention, obtain

services from domestic violence programs, or make court appearances related to domestic violence. The employee must give advance notice when feasible. Employee must also provide to the City certain documentation such as a copy of the police report or restraining order within 48 hours of returning from requested time off. The employee may use accrued paid leave or, if paid leave is unavailable to the employee, up to 8 days per calendar year of unpaid leave for these purposes.

E-16. Request for Leave. Except as provided in Section E-7 as to sick leave, and Section E-13 as to family leave, all leave must be authorized in writing or through City approved software programs by the employee's department head or City Manager prior to leave time being taken.

E-17. Credits for Paid Leave. An employee while on paid sick leave, vacation leave, or other leave with pay shall continue to earn credit for sick leave and vacation leave, but no leave credit shall be earned by any employee while on leave without pay.

E-18. Shared Sick Leave. An employee who lacks sufficient earned leave to cover the period of absence because of temporary medical disability, including pregnancy, may be granted leave without pay, as described herein; however, with the approval of the City Manager any eligible employee may transfer up to 8 hours of sick leave to any eligible employee so long as the donating employee's sick leave does not drop below 96 hours. All donors' and recipients' names shall be kept confidential. All requests for shared leave shall be made through the City Manager's office.

E-19. Longevity. Full-time qualified employees will be credited in January of the following year with additional personal leave in recognition of their service to the City. Longevity leave must be taken before the last day of the last pay period of the year or it will be forfeited. Additional personal leave based on longevity is not given each year (i.e. is not cumulative), but only on the employee's anniversary according to the following schedule.

<u>Years of Service</u>	<u>Additional Hours Personal Leave</u>	<u>24 hr. Shift, Fire/EMS</u>
5	4	6
10	8	12
15	12	18
20	16	24
25	20	30
30	24	36
35	28	42

E-20. Personal Day. All full-time employees are entitled to a paid personal day each calendar year. Full-time employees will receive 8 hours; regular part-time 4 hours; and 24-hour shift, Fire/EMS, 12 hours. Use of the personal day may be requested at any time during the year, with scheduling subject to approval of the employee's Department Head or Supervisor, and approval of the City Manager for Department Heads. Personal Day leave must be taken before the last day of the last pay period of the year or it will be forfeited. An unused personal day will not be paid if unused. An employee's personal day will not be paid upon the employee's dismissal. Employees, who begin work after October 1st, will not receive a personal day until the following year.

ARTICLE F. OTHER EMPLOYEE BENEFITS

F-1. Retirement-OASDI Benefits. All eligible employees of the City are under the federal OASDI social security system, and receive the benefits of it in accordance with federal laws and guidelines. The cost of this benefit is paid equally by the City and the employee, with the employee contribution subject to payroll deduction.

F-2. Retirement-KPERS and KP&F Benefits.

- a) All eligible employees (other than police officers) of the City are members of the Kansas Public Employees Retirement System (KPERS) and receive the benefits of it in accordance with state laws and guidelines.
- b) All full-time police officers become members of the Kansas Police and Fire (KP&F) plan in accordance with state laws and guidelines with eligibility beginning the first day of employment. In addition to the retirement and death benefits, KP&F also provides the employee with disability coverage

F-3. Retirement Date. The federal Age Discrimination in Employment Act shall be the policy for City retirement.

F-4. Workers' Compensation Benefits. All employees of the City receive the benefits of the Kansas Workers' Compensation Act, in accordance with such law and guidelines. The cost of this benefit is paid entirely by the employer.

F-5. Death and Disability Benefits. All employees who are contributing members of KPERS or KP&F are eligible for the insured death and disability benefits provided by these programs, which is supplemental to the regular KPERS and KP&F benefits. The cost of this benefit is paid entirely by the employer. This insured death and disability benefit begins on the first day of employment.

F-6. Unemployment Compensation. All employees receive the benefits of the Kansas Employment Security (unemployment compensation) Act, in accordance with such law and guidelines. The cost of this benefit is paid entirely by the employer.

F-7. Life Insurance. The City provides a term life insurance policy at no charge for each full-time employee enrolled in KPERS on the first day of employment. The City-paid life insurance benefit under KPERS is equal to 1-½ times the employee's annual salary. In addition to the death benefits provided under OASDI and KPERS, the City makes available to each employee the option of purchasing group life insurance on a payroll deduction basis. The cost of this additional life insurance is paid by the employee and varies with the options selected by the employee.

F-8. Deferred Compensation. All employees may choose to participate in IRS 457 deferred compensation plans offered by the City. Under the plans offered, the employee determines the amount of compensation to be withheld annually by the City in compliance with the minimum and maximum allowed by Federal law. The amount selected is forwarded by the City to the employee's selected account and is subject to IRS guidelines.

F-9. Employee Assistance Program (EAP). The City has established an Employee Assistance Program (EAP) that is voluntary and confidential. If an employee or family member feels that help is needed in areas such as substance abuse, family counseling, etc., they may call (816)

237-2352 in the Kansas City Metro Area, or (800) 624-5544 for an appointment. In certain employee disciplinary situations an employee may be required to attend counseling or assessment through the EAP. Otherwise, this program is provided to employees and their families to help in a wide variety of areas.

F-10. Other Insurance. Employees may elect to purchase dental, vision insurance, and/or other supplemental insurance policies.

F-11. Health Care Program.

- a) All permanent full-time employees shall be eligible for the City's group health insurance program on the first day of the month following their initial date of employment.
- b) When an individual employee is required to contribute because of participation in the City's group healthcare program, the amount of such contribution shall be a payroll deduction.
- c) All costs for healthcare insurance shall be paid by the employee during any period the employee: is on leave without pay; is on suspension without pay; is on unauthorized leave; or is participating in any unlawful work stoppage.
- d) Healthcare insurance coverage shall be extended to an individual who is temporarily disabled and drawing workers' compensation while serving as a City employee. The employee's share of the cost shall be deducted from any compensation payments. In the event no additional compensation is due, insurance may be extended at the option of the City.
- e) No employee shall be entitled to cash payment in lieu of healthcare insurance coverage.
- f) The City complies with those provisions of the federal Consolidated Omnibus Reconciliation Act of 1986 (COBRA) relating to the extension of group health care plan coverage upon termination of City employment.

F-12. Continuing Education Policy (Assistance for Higher Employee Training and Assistance – AHEAD Program). In an effort to assist employees of the City increase their life skills in their field work, the Governing Body wishes to assist the employee in their education by allowing the employee to work full time and continue education during their personal time.

In order to be eligible, the employee must 1) have full-time status and have completed one year of service; 2) the course of study should be relevant to the organization, i.e. business related or job specific, and are not a requirement for certification for their position; and 3) the course must be approved by the Department Head and City Manager prior to enrollment.

- (a) *Amount Reimbursed.* The City will pay 1/2 of the continuing education tuition costs and books required for the course (not to exceed \$2,000 during a calendar year) while the employee agrees to pay 1/2 of the same costs. Tuition costs may be advanced in whole or in part, by the City and the employee may repay their 1/2 of the costs through an optional employee payroll deduction over a ten-month period of time.

- (b) *Completion Requirements and Restrictions.* The employee is bound to complete the continuing education program and agrees to continue to work for the City for a two-year period, once the continuing education requirements are completed. If for any reason (including termination of employment) the employee elects to discontinue the continuing education program prior to completion, or fails to maintain a "B" average, the employee shall be liable for the entire costs of the course.
- (c) Should the employment relationship between the city and employee end of any reason after the completion of the continuing education program, but prior to the end of the two-year employment requirement, the employee shall be liable on a pro-rata basis for the portion of the tuition and books paid by the City based on the number of months remaining in the two-year period. Under no circumstances shall anything in this section be construed to extend an employment contract to the participating employee.

ARTICLE G. VOLUNTARY SEPARATION

G-1. Resignation. An employee who terminates his or her employment voluntarily shall be terminated in good standing, provided the employee gives a minimum of 2 weeks written notice to his or her immediate supervisor or Department Head. Under appropriate circumstances, a shorter period of notice may be approved by the City Manager.

G2. Reinstatement. An employee who was terminated in good standing and who is re-employed in the same job classification within a period of 120 calendar days following separation may be reinstated at not more than the salary he or she was receiving at the time of his or her termination.

ARTICLE H. SEXUAL HARASSMENT AND WORKPLACE HARASSMENT POLICY

H-1. Definitions.

- a) *Sexual harassment* is defined as the threat, either explicitly or implicitly, that an employee's or job applicant's refusal to submit to sexual advances will adversely affect his or her employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development (quid pro quo); or the subjecting of an employee(s) or job applicant(s) to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical, so as to create an intimidating, hostile, or offensive working environment.
- b) *Workplace Harassment* is repeated inappropriate behavior, direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work. An isolated instance of behavior described in this definition may be an affront to dignity at work but, as a one off incident, is not considered to be harassment.
- c) The term *harassment*, as used in this Article, may mean either sexual harassment or workplace harassment, or both, as the case may require.

H-2. General Policy. It is the policy of the City to maintain a work environment free of

intimidation, insult, and harassment based upon race, religion, sex, age, national origin, ancestry, disability, genetic information or sexual orientation. To ensure that this policy is strictly adhered to, the City will not tolerate harassment of any of its employees or job applicants, and will take immediate action if such behavior should occur.

The City will not condone harassment by any employee or non-employee. Non-employees include, but are not limited to: governing body members, vendors, volunteers, and members of the general public.

Sexual harassment as defined includes but is not limited to:

- a) Unwelcome touching, propositions, or advances;
- b) Abusive or vulgar language of a sexual nature;
- c) Suggestive jokes or comments about an employee's body or clothing;
- d) Displaying of sexually graphic or suggestive pictures, photographs, cartoons, etc.

Examples of workplace bullying can include group harassment, peer to peer harassment, supervisor to subordinate harassment, and situations where a subordinate employee subjects a supervisory-level employee to harassment. These can include, but are not necessarily limited to:

- a) Slandering, ridiculing, or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using the person as a butt of jokes; abusive and offensive remarks.
- b) Nonverbal threatening gestures; glances conveying threatening messages.
- c) Socially or physically excluding or disregarding a person in work-related activities.
- d) Persistent or constant criticism in front of other persons (including co-workers, vendors, contractors or members of the public) for the purpose of humiliating another employee.
- e) Pushing, shoving, kicking, poking, tripping, assaulting or the threatening of physical assault, damage to a person's work area or property.
- f) Tampering with an employee's personal belongings or work equipment.
- g) Invasion of privacy, such as spying, stalking, rummaging through personal belongings (including unauthorized access of personal email and contents of personal cell phones and employee- owned personal digital assistants). NOTE: an employee has no expectation of privacy in any items of personal equipment attached to the City's network devices.
- h) Making up arbitrary rules applying only to the targeted employee.
- i) Assigning undesirable work as punishment.
- j) Managing by threat and intimidation.

- k) Giving tasks with unreasonable, impossible or constantly changing objectives and or deadlines.
- l) Removing key areas of responsibility and / or replacing them with more trivial or unpleasant tasks for no business related reason.
- m) Taking credit for another employee's work.
- n) Falsely accusing an employee of making errors.
- o) Undermining or deliberately impeding an employee's work.

Any employee or job applicant who believes they are the victim of unwelcome behavior constituting harassment shall immediately report the incident(s) to any level of supervision. Any employee in a supervisory role who believes he/she has witnessed behavior constituting harassment shall immediately report the incident. Any non-supervisory employee who believes he/she has witnessed behavior constituting harassment may report the incident to any level of supervision.

All complaints involving claims of harassment shall be promptly and confidentially (as practical) investigated. The employee or job applicant filing the complaint shall be advised of the results of the investigation.

Any employee, supervisory or non-supervisory, found to have engaged in harassment of another employee or job applicant will be disciplined, up to and including discharge. When appropriate, the employee or job applicant filing the complaint will be encouraged to file criminal charges against the harasser.

H-3. Complaint Procedure. Any employee or job applicant who feels he/she is being subjected to harassment should immediately contact one of the persons listed below with whom the employee or job applicant feels the most comfortable. Complaints may be made orally or in writing to:

- a) The employee's immediate supervisor;
- b) The employee's department head;
- c) Other supervisory personnel;
- d) The City Manager.

The employee should be prepared to provide the following information:

- a) Employee's name, department, and position title;
- b) The name of the person or persons committing the harassment;
- c) The date(s) and approximate time(s) of the harassment;
- d) The specific nature of the harassment, how long it has gone on, and any employment

action (demotion, failure to promote, dismissal, refusal to hire, transfer, etc.) taken against him/her as a result of the harassment;

- e) Witness to the harassment, if any;
- f) Whether the harassment has been previously reported and if so, when and to whom.

After receiving a harassment complaint, the recipient of the complaint shall assist the employee filing the complaint with documenting the incident in writing and the employee shall affix their signature attesting to the accuracy and truthfulness of the complaint. All information disclosed in the complaint procedure will be held in strictest confidence and will be disclosed only on a need-to-know basis in order to investigate and resolve the matter.

H-4. Review of Harassment Complaint. It shall be the responsibility of the City Manager to coordinate the investigation and review of harassment complaints or, as necessary, to delegate the investigation and review of harassment complaints to an independent third-party. If the City Manager, or any member of the governing body is the subject of the complaint, an independent individual shall coordinate the investigation of the complaint. The following procedures shall apply to the receipt, review, and handling of such complaints:

- a) The person to whom the complaint is made shall immediately present it to the City Manager;
- b) An investigation into the alleged incident shall be promptly started;
- c) The investigator shall make and keep a written record of the investigation, including notes of verbal responses made to the investigator by the person complaining of harassment, witnesses interviewed during the investigation, the person against whom the complaint of harassment was made, and any other person contacted by the investigator in connection with the investigation;
- d) The investigator shall notify the individual accused of the harassment as promptly as possible of the complaint and the severity of the allegations (immediate notification is not necessary if such notification would jeopardize the investigation);
- e) The individual accused of the harassment shall be given appropriate opportunity to refute the allegation and present information and/or witnesses on his/her behalf.

Based upon the investigation report, the City Manager or the Independent Third-Party shall determine if the conduct of the person against whom a complaint of harassment has been made constitutes harassment. In making that determination, the City Manager or the Independent Third-Party shall look at the record as a whole and at the totality of circumstances, including the nature of the conduct in question, the context in which the conduct, if any, occurred. The determination of whether harassment occurred will be made on a case-by-case basis.

If the City Manager or Independent Third-Party determines the complaints of harassment are founded, he/she shall take, or in the case of the Independent Third-Party recommend, immediate and appropriate disciplinary action against the employee guilty of harassment.

The disciplinary action shall be consistent with the nature and severity of the offense, whether a supervisory relationship exists, and any other factors the City Manager or Independent Third-

Party believes relate to the fair and effective administration of the City, including the effect of the offense on employee morale, public perception of the offense, and the light in which it casts the City. The disciplinary action may include demotion or suspension, dismissal, warning, or reprimand. A determination of the level of disciplinary action shall also be made on a case-by-case basis.

If the City Manager or Independent Third-Party determines the complaint of harassment is unfounded, he/she shall notify the employee accused of harassment of the determination. Action shall also be made on a case-by-case basis.

The employee or job applicant making the complaint shall be notified of the results of the investigation and the discipline, if any, to be administered.

If the City Manager or Independent Third-Party determines after reviewing the investigation report that the complaint was intentionally falsified by the employee filing the complaint, the City Manager shall take immediate and appropriate disciplinary action against the complaining employee.

H-5. Record of a Harassment Complaint. All records, except those affected by the Kansas Open Records Act, concerning a harassment complaint shall be confidential and kept in a separate locked file. Access shall be granted only with the City Manager's approval and to parties who have a direct and relevant need to know.

H-6. Non-retaliation. This policy prohibits retaliation against employees who report in good faith potential sexual harassment or workplace harassment or participate in the investigation of the complaint. Any employee bringing a complaint under this policy, or assisting in the investigation of such complaint, will not be adversely affected in terms and conditions of employment, nor discharged because of the complaint. Anyone who engages in retaliatory action will be subject to discipline, up to and including dismissal. Retaliation is defined as activity that may dissuade a reasonable person from exercising his or her rights under this policy.

ARTICLE I. POLITICAL ACTIVITY

I-1. Political Activity. It is the right of every employee to register and vote on all political issues. Employees are permitted to join political organizations, civic associations or groups, and to become involved in political activities subject to the restrictions of this article.

- a) As private citizens, employees may participate in all political activities, including holding public office, except where holding an appointive or elective office is incompatible with the employee's City employment.
- b) Political activity must not interfere with job attendance or performance. Employees are not permitted to solicit or handle political contributions in City elections. They are not permitted to wear or display political badges, buttons or signs on their person or on City property during on- duty hours.
- c) No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for any candidate for elective office, or otherwise compel, or attempt to compel, any employee to support a candidate for elective office or to engage in any political activity.

- d) The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in, the City's service on the basis of their political affiliations or activities.

ARTICLE J. OUTSIDE EMPLOYMENT

J-1. Outside Employment. Outside employment constitutes a City employee holding a second job with another employer. Outside employment by a full-time employee is permitted only when such outside employment: (1) is considered secondary to service with the City; (2) does not interfere with the performance of duties for the City; and (3) no legal, financial, or ethical conflict of interest results from such dual employment.

ARTICLE K. WORKPLACE SAFETY

K-1. General Safety. All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to City or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action.

K-2. Workplace Violence. The City has a policy of zero tolerance for violence. If an employee engages in any violence in the workplace, or threatens violence in the workplace, the employee shall be terminated immediately for cause. No talk of violence or joking about violence will be tolerated.

"Violence" includes physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking of engaging in those activities. It is the intent of this policy to ensure that everyone associated with the City, including employees and citizens, never feel threatened by any employee's actions or conduct.

K-3. Substance Abuse Policy. The City has a responsibility to its employees and citizens to take reasonable steps to assure safety in the workplace and in the services it provides. To this end, the City reaffirms its policy that the following are strictly prohibited:

- a) Reporting for work under the influence of intoxicants, including alcohol, illegal drugs, or controlled substances; and
- b) The use, possession, sale, or distribution of such intoxicants, illegal drugs, controlled substances, or related paraphernalia, in any manner during work hours, or while engaged in City business, on City property, or in City vehicles. Employees are further prohibited from using such drugs or alcohol on their personal time to the extent that such use negatively impacts work performance.
- c) Employees may be asked to submit to a drug and alcohol test if an employee's supervisor or other person in authority has a reasonable suspicion based on objective factors such as the employee's appearance, speech, behavior, or other conduct and facts, that the employee is under the influence of unlawful drugs or alcohol or both.
- d) Employees in safety or security-sensitive positions may be subject to random drug and alcohol testing on a quarterly basis.

K-4. Smoke Free Workplace. Smoking and the use of tobacco products in any form, as well as the use of simulated tobacco products or e-cigarettes, is prohibited in all City buildings and City

owned vehicles and equipment. Smoking outside any City building is also prohibited within a ten foot radius of any doorway, open window or building air intake.

K-5. Weapons. For all employees other than police officers and those authorized by the City Manager, the carrying or use of a firearm shall be considered outside the scope of the employee's duties. Employees may not openly carry a firearm in the workplace unless authorized by the City Manager. If an employee chooses to exercise his or her statutory right to concealed carry, the City will not be responsible for any attorney fees resulting from the employee's use of his or her weapon. If the employee chooses to carry a concealed firearm, the firearm must remain on his or her person at all times. Any interruption in the employee's work due to his or her decision to concealed carry may result in discipline or even termination. Any injury resulting from the concealed carrying of a firearm is considered outside the employee's course and scope of employment and will not be covered by workers compensation.

ARTICLE L. TELECOMMUNICATIONS

L-1. Telecommunications Policy. The City's e-mail, computer, internet, and voicemail systems are City property. These systems are in place to facilitate the employee's ability to do his or her job efficiently and productively. To that end, these systems are solely for City purposes, and abuse of these systems for personal use is prohibited. The City may intercept, monitor, copy, review, and download any communications or files employees create or maintain on the systems. When using the internet, exercise discretion. Sending materials of a sensitive nature or materials constituting "confidential information" is prohibited unless the information is properly encrypted to prevent interception by third parties. Employees have no expectation of privacy while utilizing the City's technology equipment at work or on City- owned equipment.

Employee communications and use of City e-mail, computer, internet, and voicemail systems will be held to the same standard as all other business communications, including compliance with anti-discrimination and anti-harassment policies. It is expected that employees will use good judgment in the use of the City's system. Management should be notified of unsolicited, offensive materials received by any employee on any of these systems.

It is the responsibility of each employee to adhere to IT security protocols. No employee shall share usernames, pass codes, or passwords with any other person unless expressly authorized in order to perform the employee's job duties. An employee shall immediately inform the City Manager if he or she knows or suspects that any username, pass code, or password has been compromised.

Any City business performed on an employee's personal device is subject to the Kansas Open Records Act. If the information requested is on an employee's personal device, the employee agrees to participate in fulfilling the records request. If the employee refuses to provide the requested data, the employee may be subject to discipline up to and including termination.

Employee consent and compliance with e-mail, computer, internet, and voicemail policies is a term and condition of employment. Failure to abide by these rules, or to consent to any interception, monitoring, copying, reviewing, and downloading of any communications or files, is grounds for discipline, up to and including termination.

L-2. Social Media Policy. The City understands that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world;

however, the use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

- a) *Guidelines.* In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the internet, including to your own, or someone else's, web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the City, as well as any other form of electronic communication.

The principles and guidelines found in this policy apply to your activities online. The City respects your 1st Amendments rights; ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards involved. Keep in mind that any conduct adversely affecting your job performance, the performance of fellow employees or that otherwise adversely affects members of the public, customers, suppliers; people who work on behalf of the City may result in disciplinary action up to and including termination.

Know and follow the rules. Carefully read these guidelines, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful. Always be fair and courteous to fellow employees. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages members of the public or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy.

Be honest and accurate. Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors you know to be false about the City.

Express only your personal opinions. Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the City, fellow employees, members, customers, suppliers or people working on behalf of the City. If you do publish a blog or post online related to the work you do or subjects associated with the City, make it clear that you are not speaking on behalf of the City. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the City."

- b) *Using social media at work.* Refrain from using social media while on work time or on

equipment provided by the City unless it is work-related as authorized by your manager or consistent with the City Policy. Do not use your City email addresses to register on social networks, blogs or other online tools utilized for personal use.

- c) *Retaliation is prohibited.* The City prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.
- d) *Media contacts.* Employees should not speak to the media on the City's behalf. All media inquiries should be directed to the City Clerk.

L-3. No-Recording Policy. Unauthorized electronic surveillance of employees is disruptive to employee morale and inconsistent with the respectful treatment required of our employees. The City prohibits the use in the workplace of any type of smart phone, cell phone camera, digital camera, video camera, or other form of image- or voice-recording device for recording purposes without the express permission of the City Manager. This provision does not apply to designated City personnel who must use such devices in connection with their positions of employment, when recording is being done as part of employment duties. Violation of this policy may result in disciplinary action, including termination.

ARTICLE M. TRAVEL

M-1. Travel Policy. In an effort to provide fair and equitable policy pertaining to travel by employees necessary for the conduct of their particular assignments, the City establishes the following procedure for work-related travel by employees.

The City shall allow employees to utilize City vehicles for work-related travel. Travel shall be defined for the purposes of this policy as any out-of-town trip(s). An employee shall receive permission from the appropriate Department Head for travel. Any overnight travel shall be approved in advance by the appropriate Department Head and City Manager.

City vehicles shall be used for travel whenever possible. Scheduling of vehicles shall be performed by the appropriate Department Head. Scheduling the use of a City vehicle shall be done with the City Clerk. When a City-owned vehicle is unavailable for travel, the employee's personal vehicle may be used with approval of the Department Head.

No City employee shall operate a motor vehicle upon a public highway while using a mobile telephone while the employee's vehicle is in motion. The only exception to this policy is if the employee is using a hands-free device while engaging in a telephone call.

ARTICLE N. RESIDENCY

N-1. Residency. It is the policy of the City to employ its residents whenever possible; however, the City recognizes that employment of persons outside its geographic boundaries is sometimes necessary and desirable. Except where residency within the City is required by state law, employees may reside outside the City, provided however, that such non-residency does not interfere or hamper the employee from fulfilling the duties of his/her position or cause the employee to miss work often. An employee who is subject to call-out / standby status or Department Heads must live within 30 minutes of their City office.

ARTICLE O. DISCIPLINE

O-1. Authority to Discipline. Department Heads are responsible for the conduct and effective performance of all employees under their jurisdiction and shall have the authority and the responsibility to discipline employees for violations of the City's personnel policies and any departmental guidelines.

1. **General Policy.** The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the City organization is for the most part "self" discipline. It is the duty of employees to make a conscientious effort to work and behave in accordance with the values, service standards, policies, and guidelines of the City and the department in which they work. Each employee is expected to be self-disciplined and to work hard at being the best at what he or she does and in helping the City provide a high level of public service. When an employee does not exercise adequate self-discipline or is not successful in meeting the requirements of their job, it may be necessary for his or her department head or supervisor to consider disciplinary actions to correct the problem. An employee is subject to disciplinary action if:
 - a) The employee violates these personnel policies and guidelines, or any other written guidelines or procedures applicable to the department in which the employee works;
 - b) The employee's conduct discredits the City or hinders the effectiveness or efficiency of City operations;
 - c) The employee has performed an act of misconduct, or has failed to perform an act that results in misconduct.
2. **Disciplinary Actions.** The following types of disciplinary actions are officially recognized by the City Manager:
 - a) *Verbal Warning.* A verbal warning is an oral reprimand given to an employee by his or her supervisor or Department Head. A record of the warning shall be recorded in the employee's file.
 - b) *Reprimand.* A reprimand is a written censure to an employee by his or her supervisor or department head, a copy of which shall be recorded in the employee's file.
 - c) *Probation.* Probation is a trial period of a specific length of time during which an employee is required to fulfill a set of conditions, or to improve work performance, or to improve on the job behavior. Failure to meet the probationary requirements may result in additional disciplinary actions.
 - d) *Salary Reduction.* A salary reduction is the lowering of an employee's rate of pay within the pay range in which the employee's position is assigned.
 - e) *Demotion.* A demotion is the placement of an employee into a position of a lower pay range.

f) *Suspension*. A suspension is the removal of an employee from service, with or without pay, for a specific period of time.

3. **Procedure for Disciplinary Action.** Whenever the misconduct of an employee occurs, that in the judgment of the employee's supervisor or Department Head justifies the application of disciplinary actions other than a verbal warning, the supervisor or Department Head shall:

- a) Document the misconduct in writing.
- b) Determine the appropriate disciplinary action to correct the problem.
- c) Meet with the employee to review the problem and the proposed disciplinary action. The meeting should be private and include only the employee, supervisor, Department Head or other persons requested to be present by the Department Head.
- d) Give the employee an opportunity to refute the facts or argue against the proposed disciplinary action. The employee may submit comments in writing to be attached to the record of the disciplinary action.
- e) Make a final decision as to the disciplinary action.
- f) Notify the employee of the action in writing, except for verbal warnings. A copy of the documentation of misconduct and a note as to the form of disciplinary action taken shall be provided to the City Manager for insertion in the employee's personnel file.

All disciplinary action in writing must be signed by the Department Head and employee.

O-2. Notice to Employees on Discipline and Termination. As stated in A-I (e), all employees are considered at-will employees. Termination can be carried out with or without cause. Actions that may lead to disciplinary actions other than termination are self-evident. Nothing in this list is intended to, or should be construed to limit an employee's right to engage in protected free speech or freedom of association under the 1st Amendment or to exercise his or her rights under the Americans with Disabilities Act.

ARTICLE P. CITY ISSUED CREDIT CARDS

P-1. Credit Cards. The City may, in its sole discretion, issue City credit cards to certain employees for business-related purposes. Employees may only use their City issued credit card to incur expenses that are reimbursable under this policy. Employees may not incur personal expenses on City credit cards. The employee will be required to reimburse the City for any personal expense placed on the City issued credit cards. Violations of the policy will subject the employee to discipline up to and including termination. Employees must submit receipts and other necessary substantiating documentation for all purchases on the City credit card to their Department Head within seven (7) days.

ARTICLE Q. CONFLICT OF INTEREST

Q-1. Conflict of Interest. Employees should always act in the best interest of the City and not permit outside interests to interfere with their job duties. If you have a question about whether a

situation is a potential conflict of interest, please contact the City Manager.

ARTICLE R. INFECTIOUS DISEASE POLICY

R-1. Purpose. The City remains committed to safeguarding the health and well-being of staff during the COVID-19 pandemic. To slow the spread of the novel coronavirus, the City has implemented a strict cleaning regiment, enforced social distancing practices, and limited public access to City facilities. Despite these precautions, the City recognizes that there are inherent health risks when people interact in close proximity. To safeguard the health of employees and the public, the City will now require staff and visitors to follow specific guidelines related to decreasing the spread of infectious disease.

This policy outlines specific steps that the City takes to safeguard employees' health and well-being during widespread outbreaks of infectious bacterial or viral diseases, while ensuring the City's ability to maintain essential operations and provide necessary services to customers.

R-2. Infectious Disease Defined. According to the federal Centers for Disease Control, emerging infectious diseases are new infections resulting from changes or evolution of existing organisms, known infections spreading to new geographic areas or populations, previous unrecognized infections appearing in areas undergoing ecologic transformation, old infections that are reemerging as a result of antimicrobial resistance in known agents, or breakdowns in public health measures. These include COVID-19, influenza, staph infections, and the Ebola and Zika viruses.

R-3. Remote Work Locations. The City acknowledges that employees' access to and use of public services or transportation might be prohibited or curtailed by local, state, or federal authorities during an infectious disease outbreak. Employees also might be unable to access or leave buildings, and disruptions can occur in the delivery of goods or services. The City is prepared to continue key operations from several remote work locations, including employees' home offices.

R-4. Infectious Control Measures. The City takes several steps to minimize, to the extent practicable, exposure to infectious diseases at the workplace. As appropriate, the City recommends measures that employees can take to protect themselves outside the workplace and encourages employees to discuss their specific needs with a physician or other appropriate health or wellness professional.

Exposure Self-check. The City expects employees who contract an infectious disease or are exposed to infected family members or other persons, to stay home and seek medical attention if needed. The City also expects these employees to notify the City as soon as possible of their exposure or illness.

R-5. Business Travel. The City will make all reasonable efforts to reduce the need for travel by, for example, using technology that allows employees to communicate or otherwise work electronically. In the event of an infectious disease outbreak, travel on the City's behalf generally is limited to a select group of essential employees who have received travel authorization from the City Manager, and if necessary, outside authorities.

APPENDIX A - FORMS

Confirmation of At-Will Employment

I _____ an employee of the City of Bonner Springs, Kansas have read the City's personnel policies manual. I agree that I understand the policies and guidelines.

I also understand that my employment and compensation with the City of Bonner Springs, Kansas are at-will and therefore can be terminated with or without cause, at any time without prior notice at my option or the City's option.

This document confirms that no one at the City of Bonner Springs, Kansas has made any representation or promise that my job offers guaranteed employment or job security of any kind.

This at-will employment relationship will remain in effect throughout my employment with the City of Bonner Springs unless it is specifically modified by an express written employment agreement executed by an authorized representative of The City of Bonner Springs and me.

I also understand that this at-will employment relationship may not be modified by any oral or implied agreement, and that neither the City's personnel policies manual, nor any course of conduct, practice, policy, award, promotion, performance evaluation, transfer, or length of service can modify this at-will relationship.

I acknowledge that I have carefully read this manual and agreement, and that I understand its meaning. I further acknowledge that I have entered into this agreement voluntarily and am returning this document for my personnel file.

Agreed:

Date: _____

By: _____
Employee's Signature

Date: _____

By: _____
Supervisor's Signature

Please complete form, sign, date and return for inclusion in your Personnel file.

APPENDIX B – DEFINITIONS

1. C-6(b): The Veteran's Preference Act, K.S.A. 73-201 et seq, establishes several hiring requirements for cities.
 - a. Definitions
 - i. "Veteran" includes:
 1. Any person who entered the armed forces before October 15, 1976, and separated from the armed forces under honorable conditions, if such person served: (i) On active duty during any war (the official dates for war service are April 6, 1917 through July 2, 1921, and December 7, 1941 through April 28, 1952); (ii) during the period April 28, 1952 through July 1, 1955; (iii) in any campaign or expedition for which a campaign badge or service medal has been authorized; or (iv) for more than 180 consecutive days since January 31, 1955, but before October 15, 1976, excluding an initial period of active duty for training under the "six-month" reserve or national guard program;
 2. any person who entered the armed forces on or after October 15, 1976, and separated from the armed forces under honorable conditions, if such person was awarded a service medal or campaign badge;
 3. any person who separated from the armed forces under honorable conditions and has a disability certified by the United States department of veterans affairs as being service connected, has been issued the purple heart by the United States government or has been released from active service with a service-connected disability;
 4. the spouse of a veteran who has a 100% service connected disability as determined by the United States department of veteran affairs;
 5. the un-remarried spouse of a veteran who died while, and as a result of, serving in armed forces; and
 6. the spouse of a prisoner of war, as defined by K.S.A. 75-4364, and amendments thereto.
 - ii. "Competent" means a good faith determination that the person is likely to successfully meet the performance standards of the position based on what a reasonable person knowledgeable in the operation of the position would conclude from all information available at the time the decision is made. The basis for such determination shall include experience, training, education, licensure, certification and/or other factors determined by the decision making authority as appropriate to determine the applicant's overall qualification and ability to successfully meet the performance standards of the position. The decision making authority shall document such factors prior to the initiation of the selection process.
 - iii. "Disabled veteran" means a person who has served on active duty in the armed forces, has been separated there from under honorable conditions, and has established the present existence of a service-connected disability or is receiving compensation, disability retirement benefits, or pension because of a public statute administered by the department of veterans affairs or a military department.
 - b. All notices of job openings, if any, and all applications for employment, if any, by the state and any City or county in this state shall state that the job is subject to a veteran's preference, how the preference works and how veterans may take advantage of the preference and post a written statement of: (1) The qualifications for such position; (2) any preferred qualifications of such position; (3) performance

standards for the position; and (4) the process that will be used for selection. A veteran or a spouse who qualifies for the veteran's preference, desiring to use a veteran's preference shall provide the hiring authority with a copy of the veteran's DD214 form or the DD214 form of the veteran under which the spouse qualifies for the preference.

- c. Every employment center of the state and any city or county human resources department, if any, shall openly display documents that indicate that veterans are eligible for a preference in their initial employment and any first promotion within the employment of the governmental entity.

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Sean Pederson

Subject: COVID Pay

Recommendation: City Manager recommends approval

Action: Motion to approve a one-time COVID Hazard Payment in the amount up to \$1,000.00 and a one-time COVID Vaccine Incentive up to \$500 for active full-time City employees effective January 1st, 2022.

Background: As federal funding has been made available to local units, including the City of Bonner Springs, two separate programs have been developed which are focused on employees - a "hazard pay" Bonus & vaccine incentive programs. As a reminder, City operations (Police, Fire, EMS, Public Works, Parks, Utilities, Finance, etc.) continued to provide and maintain services and resources for our community under the classification of essential workers during the Pandemic time period.

Discussion: After reviewing the City's financial condition and analyzing similar programs implemented by other local units of government, the following programs are being recommended:

COVID Bonus

For active full-time employees as of Jan. 1st, 2022 who worked from the start of the pandemic (March 2020 to Dec. 31, 2020), it is recommended to provide a one-time \$1,000 bonus for their efforts. Employees that come to work for the City from Jan. 1st 2021 to the end of the year would be entitled to a portion of the bonus based on the month they began working for the City.

COVID Vaccine Incentive

Based on current details provided by local hospitals, being vaccinated and boosted remains a critical, if not the most critical, component to fighting against COVID and remaining out of hospitals for critical care. Therefore, it is recommended that active full-time employees that provide proof of full COVID vaccination status by Feb. 14th, 2022 be given a one-time payment of \$400. Further, an additional one-time \$100 will be provided for employees that provide proof of a COVID booster in 2022 by a date to be determined.

Financial Impact: The estimated financial impact is \$120,000. By making the effective date January 1st, 2022, the impact would be part of the 2022 Budget, which should a budget amendment be necessary, City staff would be able to prepare an amendment in the 2022 calendar year.

Memorandum

Date: December 20, 2021
To: Mayor and City Council
From: Christina Brake

Subject: Resolution to Approve City Fee Updates for 2022

Recommendation: Approval

Action: Make a motion to approve a resolution amending the City fee schedule as proposed effective January 1st, 2022.

Background: The City Clerk distributes the fee schedule annually to the departments to review and propose adjustments as necessary. This ensures we are in-line with other cities and ensures we cover costs as appropriate.

Discussion: Updated fees are attached and show the prior and proposed fee changes. City staff will be present to each respective Department requesting a change to answer any questions during the meeting.

Financial Impact:

RESOLUTION NO. 2021-__

A Resolution Amending the City Fee Schedule for the City of Bonner Springs, Kansas

WHEREAS, the city of Bonner Springs, Kansas may collect necessary fees and charges for the issuance of permits and licenses; and

WHEREAS, such fees and charges will be reviewed and amended annually to ensure they are appropriate to cover expenses related to such municipal services

NOW, THEREFORE BE IT RESOLVED by the governing body of the City of Bonner Springs, Kansas,

Section 1. The City Fee Schedule shall be amended to reflect the fee schedule shown as Exhibit A.

Passed and approved by the Governing Body of the City of Bonner Springs and Signed by the Mayor on _____, 2021.

Attest:

Jeff Harrington, Mayor

Christina Brake, City Clerk
(Seal)

Department	Fee Type	Current Fee	Proposed Fee	Notes
Cemetery	Cremation Opening/Closing M-F after 2:00 p.m. & Sat.	\$325	\$340	
Cemetery	Cremation Opening/Closing M-F before 2:00 p.m.	\$200	\$215	-
Cemetery	Duplicate Cemetery Deed	\$15		
Cemetery	Full Size Grave - Resident or Family Buried in Cemetery	\$550	\$565	
Cemetery	Full Size Grave Opening/Closing M-F after 2:00 p.m.& Sat.	\$825	\$840	
Cemetery	Full Size Grave Opening/Closing M-F before 2:00 p.m.	\$550	\$565	
Cemetery	Full Size Grave-Non Resident No Family Buried in Cemetery	\$1,100	\$1,115	-
Cemetery	Monument Permit	\$25		
Cemetery	Repurchase of Full-Size Grave	1/3 Current Price or \$50 if Purchased for \$150 or Less	-	-
Cemetery	Transfer Certificate	\$15		
City Clerk	Adult Entertainment - Business License Late Renewal	\$100		
City Clerk	Adult Entertainment - Entertainer/Employee Late Renewal	\$50		
City Clerk	Adult Entertainment Business License	\$500		
City Clerk	Adult Entertainment Dancing or Other Entertain. Permit	\$50		
City Clerk	Adult Entertainment Entertainer/Employer	\$100		
City Clerk	Adult Entertainment Lost or Replacement Permit	\$25		
City Clerk	Amusement Admissions Tax	\$.25/Ticket to 1/1/2006 to Increase \$.05 Annually		
City Clerk	Amusement Party Permit	\$10		
City Clerk	Amusement Public Carnival Permit	\$50		
City Clerk	Arcade Permit	\$100		
City Clerk	Attorney License	\$20	-	-
City Clerk	Beverage - Alcoholic Liq. Dist./Ea. Business	\$1,250		
City Clerk	Beverage - Alcoholic Liquor Occupational License	\$600-2 Year Fee		
City Clerk	Beverage - Beer Dist./Ea. Place of Business	\$1,000		

City Clerk	Beverage - Caterers	\$1,000-2 Year Fee		
City Clerk	Beverage - Cereal Malt - Ltd. Retailer (Unopened Cont.)	\$50		
City Clerk	Beverage - Cereal Malt - Retailer (Consumption on Premises)	\$200		
City Clerk	Beverage - Class 1 Non-Beverage User	\$10		
City Clerk	Beverage - Class 2 Non-Beverage User	\$50		
City Clerk	Beverage - Class 3 Non-Beverage User	\$100		
City Clerk	Beverage - Class 4 Non-Beverage User	\$200		
City Clerk	Beverage - Class 5 Non-Beverage User	\$500		
City Clerk	Beverage - Class A or B Club	\$500-2 year fee		
City Clerk	Beverage - Drinking Establishment	\$500-2 year fee		
City Clerk	Beverage - Farm Winery License	\$250		
City Clerk	Beverage - Mfg of Alcohol & Spirits	\$2,500		
City Clerk	Beverage - Mfg of Beer - 001-100 Barrels/Day	\$200		
City Clerk	Beverage - Mfg of Beer - 100-150 Barrels/Day	\$400		
City Clerk	Beverage - Mfg of Beer - 150-200 Barrels/Day	\$700		
City Clerk	Beverage - Mfg of Beer - 200-300 Barrels/Day	\$1,000		
City Clerk	Beverage - Mfg of Beer - 300-400 Barrels/Day	\$1,300		
City Clerk	Beverage - Mfg of Beer - 400-500 Barrels/Day	\$1,400		
City Clerk	Beverage - Mfg of Beer - Over 500 Barrels/Day	\$1,600		
City Clerk	Beverage - Mfg of Beer - Undetermined Capacity	\$1,000		
City Clerk	Beverage - Mfg of Wines	\$500		
City Clerk	Beverage - Micro-Brewery	\$250		
City Clerk	Beverage - Retailer-Alcoh. Liq./ Beer over 3.2%	\$300		
City Clerk	Beverage - Spirits Distributor	\$1,000		
City Clerk	Beverage - Temporary Permits (CMB & Alcohol)	\$50		
City Clerk	Beverage - Wine Dist./Ea. Place of Business	\$1,000		
City Clerk	Burning Permit	\$0		
City Clerk	Camping Permit	\$10 per day		
City Clerk	Cereal Malt Beverage License - Change of Location	\$50		

City Clerk	Comprehensive Master Plan Book	\$30		
City Clerk	Fire Report	\$15		
City Clerk	Maps - Chamber	\$2.50		
City Clerk	Maps - Street	\$3 large		
City Clerk	Maps - Water No. 1	\$5		
City Clerk	Massage-Business Estab or In Office - New	\$200		
City Clerk	Massage-Business Estab or in Office - Renewal	\$150		
City Clerk	Massage-Sole Practioners with Bus Establishment Lic.	\$0		
City Clerk	Massage-Therapist - New	\$125		
City Clerk	Massage-Therapist - Renewal	\$75		
City Clerk	Occup. License - All Businesses Not in City	\$85	\$90	
City Clerk	Occup. License - Home Occupation	\$45	\$50	
City Clerk	Occup. License - Renaissance Festival	\$55	\$60	
City Clerk	Occup. License-All Other Businesses in City	\$75	\$80	
City Clerk	Open Record Charges	\$0.10 per B&W Copy; \$0.25 per Color copy, \$5 per each CD; & \$7.50 for each One-Quarter of an Hour for Labor		
City Clerk	Private Use of Public Parking Lots	\$50 Non-Alcohol Use		
City Clerk	Private Use of Public Parking Lots	\$250 Alcohol Use		
City Clerk	Returned Check	\$25		
City Clerk	Sale/Consumption/Possession Permit Fee (CMB & Alcoh Bev)	\$75		
City Clerk	Scrap Metal Dealer Registration Fee	\$100		
City Clerk	Scrap Metal Dealer Renewal Fee	\$50		
City Clerk	Security Officer	\$75 + \$50 Investigation Fee		
City Clerk	Solicitor's Permit	\$15/day + \$25 Investigation Fee		
City Clerk	Street/Alley Vacation	\$100		

City Clerk	Tiblow Transit - Demand Response (Bonner Trips) 1/2 price for SR, HC or PA	\$2.00 per one way		
City Clerk	Tiblow Transit - Deviated Fixed Route (Out of Town Trips) 1/2 price for SR, HC or PA	\$5.00 per one way		
City Clerk	Traffic Ordinance Fines Violations	\$50 to \$500		
City Clerk	Tree Removal Assessment	Actual Costs Plus \$25 Admin Fee		
City Clerk	Unlawful Resell of Tickets-Admission	\$1,000/Jail Up to 1 Month or Both - Withiing 5 Years \$2,500 or Jail 6 Months or Both		
City Clerk	Unlawful Resell of Tickets-Transfer	\$250/Jail 5 Days or Both - Within 5 Years \$500 or up to Jail 1 Month or Both		
City Clerk	Zoning Ordinance	\$.20 per page		
Municipal Court	Court Fee	\$46.50 + \$22.50 State Training & \$1 Judge Fee = \$70.00		
Municipal Court	Jail Fee	\$91 per day		
Municipal Court	State Fee	As imposed by statute		
Municipal Court	Warrant Fee	\$75		
Municipal Court	Fingerprinting Fee	\$20		
Community Development	^ means to Add Trade Permit Fees when Required			
Community Development	* means total fee due at application; no additional application fee			
Community Development	Fence Permit *	\$50		
Community Development	Amendments *	\$200		
Community Development	BZA *	\$200		

Community Development	Earth Change Permit *	\$100		
Community Development	Easements/Street/Alley Vacation *	\$200		
Community Development	Final Dev. Plan *	\$300		
Community Development	Final Plat *	\$300		
Community Development	Floodplain Development Permit *	\$100		
Community Development	GIS Fee - 11X17 Size Map	\$.50/Sheet		
Community Development	GIS Fee - 24X36 Size Map	\$5/Sheet		
Community Development	GIS Fee - Letter Size Map	\$.25/Sheet		
Community Development	Landscape Plan *	\$100		
Community Development	Lot Split *	\$150		
Community Development	New Subdivision Signs	\$135 Street Name/\$175 Street Name & Stop Sign		
Community Development	Park Fee - Duplex/Unit All Residential	\$500/per unit		
Community Development	Park Fee—Multifamily (per unit)	\$500.00		
Community Development	Park Fee—Single Family	\$500.00		
Community Development	Preliminary Development Plan *	\$300		
Community Development	Preliminary Plat *	\$300		

Community Development	Public Hrg Notice Sign Fee 1 Sign/Each Add	\$25/\$10		
Community Development	Rezoning *	\$300		
Community Development	Sign - Temporary	\$10		
Community Development	Sign Permit	\$25-\$85		
Community Development	Site Plan *	\$400		
Community Development	Site Plan Appeal Fee *	\$25		
Community Development	Site Plan Sign Posting Fee 1 Sign/Each Additional *	\$25/\$10		
Community Development	Special Use Permit *	\$300		
Community Development	Zoning Verification Letter *	\$25		
Community Development	Failed Pre-Court Inspection Fee	\$150		
Community Development	Failed Reinspection Fee	\$150		
Community Development	Administrative Citation Fee	\$150		approved by council April 26, 2021
Community Development	Administrative Citation Fee-Subsequent failed inspections within 24 months	1st-250; 2nd-\$350; 3rd-\$450, etc. (each additional fee increases in increments of \$100 to a maximum subsequent fee amount of \$5,000)		
Community Development	Mowing/Eradication of Weeds-Administrative Fee	\$25	50	contract cost to mow has increased

Community Development	Mowing/Eradication of Weeds-First Hour Minimum	\$100	125	contract cost to mow has increased
Community Development	Mowing/Eradication of Weeds-Per Half Hour Beyond First Hour Minimum	\$50	75	contract cost to mow has increased
Community Development	Trash, debris, junk & limb removal-Administrative Fee		50	These are nuisance code charges that have always been invoiced to the property owner, but were not reflected in the fee schedule
Community Development	Trash, debris, junk & limb removal per hour (minimum of 1 hour)		150	
Community Development	Tree Trimming-Administrative Fee		50	
Community Development	Tree trimming per hour (minimum of 1 hour)		300	
Community Development	Sidewalk Snow/Ice Removal-Administrative Fee		50	
Community Development	Sidewalk Snow/Ice Removal per hour (minimum of 1 hour)		250	
Community Development	Residential Application Fee (credited to overall permit fees)	NEW FEE	\$75	The average plan review fee of all residential permit types is \$170. The minimum plan review fee for a residential application is \$75. I suggest we set the application fee at the minimum plan review fee of \$75. Applications that do not require a plan review will be due in full at time of

				submittal and are notated by an *.
Community Development	Residential Building - Plan Review - New Construction/Additions - 0-3,000 Sq Ft	\$250	\$1,200	
Community Development	Residential Building - Plan Review New Construction/Additions - 3,001 - 5,000 Sq Ft	\$390	\$1,340	
Community Development	Residential Building - Plan Review - New Construction/Additions - > 5,001 Sq Ft	\$490	\$1,440	
Community Development	Residential Building - Inspections - New Construction/Additions	\$850		
Community Development	Residential Building - Permit Fee - New Construction/Additions	\$100		
Community Development	Residential Building - Plan Review - New Modular^	\$150	\$500	
Community Development	Residential Building - Inspections^ - New Modular	\$250		
Community Development	Residential Building - Permit Fee - New Modular	\$100		
Community Development	Residential Building - Permit Fee - Alter Repair Non Structural ^	\$50	\$275	
Community Development	Residential Building - Plan Reviews - Alter Repair Non Structural Support Modifications	\$75		

Community Development	Residential Building - Plan Reviews - Alter Repair w/Structural Support Modifications ^	\$100	\$400	
Community Development	Residential Building - Plan Reviews - Alter Repair w/Structural Support and Egress Changes ^	\$150	\$500	
Community Development	Residential Building - Inspections^ - Alter Repair Plan Review not Required	\$150		
Community Development	Residential Building - Inspections^ - Alter Repair Non Structural Support Modifications	\$150		
Community Development	Residential Building - Inspections^ - Alter Repair Structural Support Modifications	\$250		
Community Development	Residential Building - Inspections^ - Alter Repair Structural Support and Egress Changes	\$300		
Community Development	Residential Building - Plan Review - New Manufactured Home	N/A		
Community Development	Residential Building - Inspections - New Manufactured Home	\$250		
Community Development	Residential Building - Permit Fee - New Manufactured Home *	\$50	\$300	
Community Development	Residential Building - Plan Review - Manufactured Home Move-in	N/A		
Community Development	Residential Building - Inspections - Manufactured Home Move-In	\$75		
Community Development	Residential Building - Permit Fee - Manufactured Home Move-in *	\$50	\$125	
Community Development	Residential Building - Plan Reviews - New Detached Accessory	\$100		
Community Development	Residential Building - Inspections^ - New Detached Accessory	\$200		
Community Development	Residential Building - Permit Fee - New Detached Accessory *	\$50	\$350	

Community Development	Residential Building - Plan Reviews - New Portable Building	\$75		
Community Development	Residential Building - Inspections - New Portable Building	\$150		
Community Development	Residential Building - Permit Fee - New Portable Building *	\$50	\$275	
Community Development	Residential Building - Plan Reviews - Structure Relocation	\$185		
Community Development	Residential Building - Inspections - Structure Relocation	\$250		
Community Development	Residential Building - Permit Fee - Structure Relocation	\$50	\$485	
Community Development	Residential Building - Plan Reviews - Swimming Pools (In-Ground)	\$75		
Community Development	Residential Building - Inspections - Swimming Pool (In-Ground)	\$300		
Community Development	Residential Building - Permit Fee - Swimming Pools (In-Ground) *	\$50	\$425	
Community Development	Residential Building - Plan Reviews - Swimming Pools (Above Ground)	N/A		
Community Development	Residential Building - Inspections - Swimming Pool (Above Ground)	\$100		
Community Development	Residential Building - Permit Fee - Swimming Pools (Above Ground) *	\$50	\$100	
Community Development	Miscellaneous - Inspections - 1st Reinspection	N/A		
Community Development	Miscellaneous - Permit Fee - 1st Reinspection	N/A		
Community Development	Miscellaneous - Inspections - 2nd Reinspection	\$90		

Community Development	Miscellaneous - Permit Fee - 2nd Reinspection	\$10	\$100	
Community Development	Miscellaneous - Inspections - 3rd Reinspection	\$150		
Community Development	Miscellaneous - Permit Fee - 3rd Reinspection	\$25	\$175	
Community Development	Miscellaneous - Inspections - Roofing Inspection	\$100		
Community Development	Miscellaneous - Residential Roofing Permit Fee - Roofing Inspection	\$25	\$125	
Community Development	Miscellaneous - Inspections - Electrical Meter Change	\$75	-	Duplicate fee; see line 94-95
Community Development	Miscellaneous - Permit Fee - Electrical Meter Change	\$25	-	
Community Development	Miscellaneous - Inspections - Mechanical Trade Inspection	\$75		
Community Development	Miscellaneous - Permit Fee - Mechanical Trade Inspection *	\$25	\$100	
Community Development	Miscellaneous - Inspections - Electrical Trade Inspection	\$75		
Community Development	Miscellaneous - Permit Fee - Electrical Trade Inspection *	\$25	\$100	
Community Development	Miscellaneous - Inspections - Plumbing Trade Inspection	\$75		
Community Development	Miscellaneous - Permit Fee - Plumbing Trade Inspection *	\$25	\$100	
Community Development	Miscellaneous - Inspections - Demolition	\$75		
Community Development	Miscellaneous - Permit Fee - Demolition *	\$25	\$100	
Community Development	Miscellaneous - Inspections - Change of Occupancy	\$75		

Community Development	Miscellaneous - Permit Fee - Change of Occupancy *	\$25	\$100	
Community Development	Miscellaneous - Inspections - Change of Contractor	N/A		
Community Development	Miscellaneous - Permit Fee - Change of Contractor *	\$25	\$25	
Community Development	Miscellaneous - Inspections - Permit Extensions	N/A		
Community Development	Miscellaneous - Permit Fee - Permit Extensions	\$25	Quoted	Lines 95, 96; Code states we will allow permit extensions per Building Official's recommendation and charge based on their recommendation; sometimes there is no charge since there is not a cost to us
Community Development	Miscellaneous - Inspections - Decks	\$150		
Community Development	Miscellaneous - Permit Fee - Decks *	\$25	\$175	
Community Development	Miscellaneous - Inspections - Temporary Pole	\$75		
Community Development	Miscellaneous - Permit Fee - Temporary Pole *	\$25	\$100	
Community Development	Miscellaneous - Inspections - All Stop Work Orders	\$150		
Community Development	Miscellaneous - Permit Fee - All Stop Work Orders	\$100	\$250	
Community Development	Miscellaneous - Inspections - Flood Determination Review	\$65		

Community Development	Miscellaneous - Permit Fee - Flood Determination Review *	\$65	\$130	
Community Development	Miscellaneous - Inspections - Temporary Certificate of Occupancy	N/A		We do not typically charge for these as they are required at the end of a permit project and included in the process
Community Development	Miscellaneous - Permit Fee - Temporary Certificate of Occupancy	\$50	0	
Community Development	Miscellaneous - Inspections - Permanent Certificate of Occupancy	N/A		
Community Development	Miscellaneous - Permit Fee - Permanent Certificate of Occupancy	\$50	0	
Community Development	Miscellaneous - Inspections - Utilities Off over 6 Months	\$75		
Community Development	Miscellaneous - Permit Fee - Utilities Off over 6 Months *	\$50	\$125	
Community Development	Commercial Permit Application Fee (credited to overall permit fees)	NEW FEE	\$1,200	Average plan review fee of all commercial permit types is \$2,136; lowest plan review fee is \$385; no commercial permit application would be less than \$1,200. I suggest we set the application fee at either \$385 to meet the minimum, or \$1,200 and divide out the plan review, inspection, and permit fee on the accounting side.
Community Development	Commercial Construction - Permit Fee	10% of Plan Review and Inspection Fees		

Community Development	Commercial Construction - Plan Review & Inspections - Group A (Assembly) - 0 - 2,500 Sq Ft	\$385	\$1,635	
Community Development	Commercial Construction - Plan Review & Inspections - Group A (Assembly) - 2,501 - 4,500 Sq Ft	\$650	\$1,900	
Community Development	Commercial Construction - Plan Review & Inspections - Group A (Assembly) - 4,501 - 10,000 Sq Ft	\$1,300	\$2,800	
Community Development	Commercial Construction - Plan Review & Inspections - Group A (Assembly) - 10,001 - 50,000 Sq Ft	\$1,850	\$4,650	
Community Development	Commercial Construction - Plan Review & Inspections - Group A (Assembly) - 50,001 - 100,000 Sq Ft	\$3,250	\$7,250	
Community Development	Commercial Construction - Plan Review & Inspections - Group A (Assembly) - 100,001 - 300,000 Sq Ft	\$4,500	\$13,000	
Community Development	Commercial Construction - Plan Review & Inspections - Group A (Assembly) - > 300,000 Sq Ft	\$4,500 + .01/sq.ft. over 300,000	\$13,000 + \$0.02/sqft over 300,000	
Community Development	Commercial Construction - Additional Plan Review - Group A (Assembly) - 0 - 10,000 Sq Ft	\$175		
Community Development	Commercial Construction - Additional Plan Review - Group A (Assembly) - 10,001 - 300,000 Sq Ft	\$300		
Community Development	Commercial Construction - Additional Plan Review - Group A (Assembly) - > 300,000 Sq Ft	\$500		
Community Development	Commercial Construction - Inspection Fee - Group A (Assembly) - 0 - 4,500 Sq Ft	\$1,250		
Community Development	Commercial Construction - Inspection Fee - Group A (Assembly) - 4,501 - 10,000 Sq Ft	\$1,500		
Community Development	Commercial Construction - Inspection Fee - Group A (Assembly) - 10,001 - 50,000 Sq Ft	\$2,800		
Community Development	Commercial Construction - Inspection Fee - Group A (Assembly) - 50,001 - 100,000 Sq Ft	\$4,000		
Community Development	Commercial Construction - Inspection Fee - Group A (Assembly) - 100,001 - 300,000 Sq Ft	\$8,500		

Community Development	Commercial Construction - Inspection Fee - Group A (Assembly) - > 300,000 Sq Ft	\$8,500 + .01/sq.ft. over 300,000		
Community Development	Commercial Construction - Plan Review & Inspections- Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 0 - 2,000 Sq Ft	\$385	\$1,385	
Community Development	Commercial Construction - Plan Review & Inspections - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 2,001 - 5,000 Sq Ft	\$650	\$2,150	
Community Development	Commercial Construction - Plan Review & Inspections- Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 5,001 - 10,000 Sq Ft	\$1,300	\$3,150	
Community Development	Commercial Construction - Plan Review & Inspections- Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 10,001 - 20,000 Sq Ft	\$1,650	\$5,745	
Community Development	Commercial Construction - Plan Review & Inspections- Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 20,001 - 30,000 Sq Ft	\$2,450	\$7,715	
Community Development	Commercial Construction - Plan Review & Inspections- Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 30,001 - 50,000 Sq Ft	\$3,475	\$10,495	
Community Development	Commercial Construction - Plan Review & Inspections- Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 50,001 - 100,000 Sq Ft	\$4,275	\$15,975	
Community Development	Commercial Construction - Plan Review & Inspections- Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 100,001 - 300,000 Sq Ft	\$5,500	\$26,500	
Community Development	Commercial Construction - Plan Review & Inspections - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - > 300,000 Sq Ft	\$5,500 + .01/sq.ft. over 300,000	\$26,500 + \$0.02/sqft over 300,000	

Community Development	Commercial Construction - Additional Plan Review - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 0 - 10,000 Sq Ft	\$125		
Community Development	Commercial Construction - Additional Plan Review - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 10,001 - 100,000 Sq Ft	\$200		
Community Development	Commercial Construction - Additional Plan Review - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - >100,000 Sq Ft	\$325		
Community Development	Commercial Construction - Inspection Fee - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 0 - 2,000 Sq Ft	\$1,000		
Community Development	Commercial Construction - Inspection Fee - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 2,001 - 5,000 Sq Ft	\$1,500		
Community Development	Commercial Construction - Inspection Fee - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 5,001 - 10,000 Sq Ft	\$1,850		
Community Development	Commercial Construction - Inspection Fee - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 10,001 - 20,000 Sq Ft	\$4,095		
Community Development	Commercial Construction - Inspection Fee - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 20,001 - 30,000 Sq Ft	\$5,265		
Community Development	Commercial Construction - Inspection Fee - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 30,001 - 50,000 Sq Ft	\$7,020		
Community Development	Commercial Construction - Inspection Fee - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 50,001 - 100,000 Sq Ft	\$11,700		

Community Development	Commercial Construction - Inspection Fee - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - 100,001 - 300,000 Sq Ft	\$21,000		
Community Development	Commercial Construction - Inspection Fee - Groups (Healthcare/Institutional/Detention) 1-2, 1-3 - >300,000 Sq Ft	\$21,000 + .01/sq.ft. over 300,000		
Community Development	Commercial Construction - Plan Review & Inspections - Groups M & B (Business/Mercantile) - 0 - 3,000 Sq Ft	\$415	\$1,165	
Community Development	Commercial Construction - Plan Review & Inspections - Groups M & B (Business/Mercantile) - 3,001 - 10,000 Sq Ft	\$825	\$2,580	
Community Development	Commercial Construction - Plan Review & Inspections - Groups M & B (Business/Mercantile) - 10,001 - 30,000 Sq Ft	\$1,550	\$4,125	
Community Development	Commercial Construction - Plan Review & Inspections - Groups M & B (Business/Mercantile) - 30,001 - 80,000 Sq Ft	\$2,225	\$6,875	
Community Development	Commercial Construction - Plan Review & Inspections - Groups M & B (Business/Mercantile) - 80,001 - 150,000 Sq Ft	\$3,000	\$12,900	
Community Development	Commercial Construction - Plan Review & Inspections - Groups M & B (Business/Mercantile) - 150,001 - 300,000 Sq Ft	\$5,125	\$19,750	
Community Development	Commercial Construction - Plan Review & Inspections - Groups M & B (Business/Mercantile) - > 300,000 Sq Ft	\$5,125 + .01/sq.ft. over 300,000	\$19,750 + \$0.02/sqft over 300,000	
Community Development	Commercial Construction - Additional Plan Review - Groups M & B (Business/Mercantile) - 0 - 30,000 Sq Ft	\$125		
Community Development	Commercial Construction - Additional Plan Review - Groups M & B (Business/Mercantile) - >30,000 Sq Ft	\$200		

Community Development	Commercial Construction - Inspection Fee - Groups M & B (Business/Mercantile) - 0 - 3,000 Sq Ft	\$750	\$1,400	
Community Development	Commercial Construction - Inspection Fee - Groups M & B (Business/Mercantile) - 3,001 - 10,000 Sq Ft	\$1,755	\$2,905	
Community Development	Commercial Construction - Inspection Fee - Groups M & B (Business/Mercantile) - 10,001 - 30,000 Sq Ft	\$2,575	\$4,475	
Community Development	Commercial Construction - Inspection Fee - Groups M & B (Business/Mercantile) - 30,001 - 80,000 Sq Ft	\$4,650	\$7,800	
Community Development	Commercial Construction - Inspection Fee - Groups M & B (Business/Mercantile) - 80,001 - 150,000 Sq Ft	\$9,900	\$14,800	
Community Development	Commercial Construction - Inspection Fee - Groups M & B (Business/Mercantile) - 150,001 - 300,000 Sq Ft	\$14,625	\$22,475	
Community Development	Commercial Construction - Inspection Fee - Groups M & B (Business/Mercantile) - > 300,000 Sq Ft	\$14,625 + .01/sq.ft. over 300,000		
Community Development	Commercial Construction - Plan Review & Inspections- Groups E, 1-4 (Educational/Daycare) - 0 - 5,000 Sq Ft	\$650	\$2,150	
Community Development	Commercial Construction - Plan Review & Inspections- Groups E, 1-4 (Educational/Daycare) - 5,001 - 10,000 Sq Ft	\$1,150	\$3,025	
Community Development	Commercial Construction - Plan Review & Inspections- Groups E, 1-4 (Educational/Daycare) - 10,001 - 30,000 Sq Ft	\$1,900	\$6,265	
Community Development	Commercial Construction - Plan Review & Inspections- Groups E, 1-4 (Educational/Daycare) - 30,001 - 80,000 Sq Ft	\$3,150	\$13,095	
Community Development	Commercial Construction - Plan Review & Inspections- Groups E, 1-4 (Educational/Daycare) - 80,001 - 150,000 Sq Ft	\$4,900	\$22,450	

Community Development	Commercial Construction - Plan Review & Inspections- Groups E, 1-4 (Educational/Daycare) - 150,001 - 300,000 Sq Ft	\$7,850	\$51,725	
Community Development	Commercial Construction - Plan Review & Inspections- Groups E, 1-4 (Educational/Daycare) - > 300,000 Sq Ft	\$7,850 + .01/sq.ft. over 300,000	\$51,725 + \$0.02/sqft over 300,000	
Community Development	Commercial Construction - Additional Plan Review - Groups E, 1-4 (Educational/Daycare) - 0 - 30,000 Sq Ft	\$175		
Community Development	Commercial Construction - Additional Plan Review - Groups E, 1-4 (Educational/Daycare) - 30,001 - 300,000 Sq Ft	\$300		
Community Development	Commercial Construction - Additional Plan Review - Groups E, 1-4 (Educational/Daycare) - > 300,000 Sq Ft	\$500		
Community Development	Commercial Construction - Inspection Fee - Groups E, 1-4 (Educational/Daycare) - 0 - 5,000 Sq Ft	\$1,500		
Community Development	Commercial Construction - Inspection Fee - Groups E, 1-4 (Educational/Daycare) - 5,001 - 10,000 Sq Ft	\$1,875		
Community Development	Commercial Construction - Inspection Fee - Groups E, 1-4 (Educational/Daycare) - 10,001 - 30,000 Sq Ft	\$4,365		
Community Development	Commercial Construction - Inspection Fee - Groups E, 1-4 (Educational/Daycare) - 30,001 - 80,000 Sq Ft	\$9,945		
Community Development	Commercial Construction - Inspection Fee - Groups E, 1-4 (Educational/Daycare) - 80,001 - 150,000 Sq Ft	\$17,550		
Community Development	Commercial Construction - Inspection Fee - Groups E, 1-4 (Educational/Daycare) - 150,001 - 300,000 Sq Ft	\$43,875		
Community Development	Commercial Construction - Inspection Fee - Groups E, 1-4 (Educational/Daycare) - > 300,000 Sq Ft	\$43,875 + .01/sq.ft. over 300,000		
Community Development	Commercial Construction - Plan Review & Inspections- Groups F1, F2, S1, S2 & U (Industrial/Storage) - 0 - 20,000 Sq Ft	\$550	\$1,300	

Community Development	Commercial Construction - Plan Review & Inspections- Groups F1, F2, S1, S2 & U (Industrial/Storage) - 20,001-200,000 Sq Ft	\$550	\$1,800	new line, but same fee we would have charged
Community Development	Commercial Construction - Plan Review & Inspections- Groups F1, F2, S1, S2 & U (Industrial/Storage) - > 200,000 Sq Ft	\$550 + .01/sq ft over 200,000	\$1,800 + \$0.02/sqft over 200,000	
Community Development	Commercial Construction - Additional Plan Review - Groups F1, F2, S1, S2 & U (Industrial/Storage)	\$125		
Community Development	Commercial Construction - Inspection Fees - Groups F1, F2, S1, S2 & U (Industrial/Storage) - 0 - 20,000 sq ft	\$750		
Community Development	Commercial Construction - Inspection Fees - Groups F1, F2, S1, S2 & U (Industrial/Storage) - 20,001 - 200,000 sq ft	\$1,250		
Community Development	Commercial Construction - Inspection Fees - Groups F1, F2, S1, S2 & U (Industrial/Storage) - > 200,000 sq ft	\$1,250 + .01/sq ft over 200,000		
Community Development	Commercial Construction - Plan Review & Inspections- Groups H1, H2, H3, H4 & H5 (High Hazard) - 0-2,000 sq ft	\$725	\$1,725	
Community Development	Commercial Construction - Plan Review & Inspections- Groups H1, H2, H3, H4 & H5 (High Hazard) - 2,001 - 5,000 sq ft	\$1,100	\$2,300	
Community Development	Commercial Construction - Plan Review & Inspections- Groups H1, H2, H3, H4 & H5 (High Hazard) - >5,000 sq ft	\$1,100 + .02/sq ft over 5,000	\$2,300 + \$0.02/sqft over 5,000	
Community Development	Commercial Construction - Additional Plan Review - Groups H1, H2, H3, H4 & H5 (High Hazard)	\$125		
Community Development	Commercial Construction - Inspection Fees - Groups H1, H2, H3, H4 & H5 (High Hazard) - 0 - 2,000 sq ft	\$1,000		
Community Development	Commercial Construction - Inspection Fees - Groups H1, H2, H3, H4 & H5 (High Hazard) - 2,001 - 5,000 sq ft	\$1,200		
Community Development	Commercial Construction - Inspection Fees - Groups H1, H2, H3, H4 & H5 (High Hazard) - > 5,000 Sq ft	\$1,200 + .01/sq ft over 5,000		

Community Development	Commercial Construction - Plan Review & Inspections - Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - 0 -2,500 sq ft	\$550	\$2,050	
Community Development	Commercial Construction - Plan Review & Inspections- Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - 2,501 - 10,000 sq ft	\$1,250	\$3,122	
Community Development	Commercial Construction - Plan Review & Inspections- Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - 10,001 - 30,000 sq ft	\$1,800	\$6,480	
Community Development	Commercial Construction - Plan Review & Inspections- Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - 30,001 - 50,000 sq ft	\$3,250	\$13,195	
Community Development	Commercial Construction - Plan Review & Inspections- Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - 50,001 - 150,000 sq ft	\$4,200	\$21,750	
Community Development	Commercial Construction - Plan Review & Inspections- Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - 150,001 - 300,000 sq ft	\$5,425	\$49,300	
Community Development	Commercial Construction - Plan Review & Inspections- Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - > 300,000 sq ft	\$5,425 + .01/sq ft over 300,000	\$49,300 + \$0.02/sqft over 300,000	

Community Development	Commercial Construction - Additional Plan Review - Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - 0- 50,000 sq ft	\$150		
Community Development	Commercial Construction - Additional Plan Review - Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - > 50,000 sq ft	\$225		
Community Development	Commercial Construction - Inspection Fees - Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - 0 -2,500 sq ft	\$1,500		
Community Development	Commercial Construction - Inspection Fees - Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - 2,501 - 10,000 sq ft	\$1,872		
Community Development	Commercial Construction - Inspection Fees - Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - 10,001 - 30,000 sq ft	\$4,680		
Community Development	Commercial Construction - Inspection Fees - Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - 30,001 - 50,000 sq ft	\$9,945		
Community Development	Commercial Construction - Inspection Fees - Groups R1, R2, R3,R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) - 50,001 - 150,000 sq ft	\$17,550		

Community Development	Commercial Construction – Inspection Fees – Groups R1, R2, R3, R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) – 150,001 – 300,000 sq ft	\$43,875		
Community Development	Commercial Construction – Inspection Fees – Groups R1, R2, R3, R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities) – > 300,000 sq ft	\$43,875+ .01/sq ft over 300,000		
Community Development	Commercial Construction - Plan Review & Inspection Fees - Tenant Finish	Quoted		
Community Development	Commercial Construction - Additional Plan Review - Tenant Finish	Quoted		
Community Development	Commercial Construction – Inspection Fees – Tenant Finish	Quoted		
Community Development	Commercial Construction – Plan Review – Roofing	N/A		
Community Development	Commercial Construction - Additional Plan Review - Roofing	N/A		
Community Development	Commercial Construction - Inspection Fees – Roofing - <10,000 sq ft	\$200		
Community Development	Commercial Construction - Inspection Fees – Roofing - 10,001 - 50,000 sq ft	\$400		
Community Development	Commercial Construction - Inspection Fees – Roofing - 50,001 - 250,000 sq ft	\$700		
Community Development	Commercial Construction - Inspection Fees – Roofing - 250,001 - 500,000 sq ft	\$1,000		
Community Development	Commercial Construction - Inspection Fees – Roofing - >500,000 sq ft	\$1,500		
Community Development	Fire Code Permit Application Fee (credited to overall permit fees)	NEW FEE	\$500	

Community Development	Fire Code - Permit Group A (Assembly)	\$50	\$1,050	All Fire Code Permits will be the same fee.
Community Development	Fire Code - Plan Review Fee - Group A (Assembly)	\$500	-	
Community Development	Fire Code - Inspection Fee - Group A (Assembly)	\$500	-	
Community Development	Fire Code - Permit - Groups 1-2, 1-3 (Healthcare/Institutional/Detention)	\$50	\$1,050	
Community Development	Fire Code - Plan Review Fee - Groups 1-2, 1-3 (Healthcare/Institutional/Detention)	\$500	-	
Community Development	Fire Code - Inspection Fee - Groups 1-2, 1-3 (Healthcare/Institutional/Detention)	\$500	-	
Community Development	Fire Code - Permit - Groups M & B (Business/Mercantile)	\$50	\$1,050	
Community Development	Fire Code - Plan Review Fee - Groups M & B (Business/Mercantile)	\$500	-	
Community Development	Fire Code - Inspection Fee - Groups M & B (Business/Mercantile)	\$500	-	
Community Development	Fire Code - Permit - Groups E, 1-4 (Educational/Daycare)	\$50	\$1,050	
Community Development	Fire Code - Plan Review Fee - Groups E, 1-4 (Educational/Daycare)	\$500	-	
Community Development	Fire Code - Inspection Fee - Groups E, 1-4 (Educational/Daycare)	\$500	-	
Community Development	Fire Code - Permit - Groups F1, F2, S1, S2 & U (Industrial/Storage)	\$50	\$1,050	
Community Development	Fire Code - Plan Review Fee - F1, F2, S1, S2 & U (Industrial/Storage)	\$250	-	
Community Development	Fire Code - Inspection Fee - F1, F2, S1, S2 & U (Industrial/Storage)	\$500	-	

Community Development	Fire Code Permit Groups H1, H2, H3, H4 & H5 (High Hazard)	\$50	\$1,050	
Community Development	Fire Code Plan Review Fee H1, H2, H3, H4 & H5 (High Hazard)	\$500	-	
Community Development	Fire Code Inspection Fee H1, H2, H3, H4 & H5 (High Hazard)	\$500	-	
Community Development	Fire Code Permit Groups R1, R2, R3, R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities)	\$50	\$1,050	
Community Development	Fire Code Plan Review Fee Groups R1, R2, R3, R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities)	\$500		
Community Development	Fire Code Inspection Fee Groups R1, R2, R3, R4 & I-1 (Hotels/Dorms/Apartments/Lodging/Rooming/Residential Care Facilities)	\$500		
Community Development	Flood Plain Certification Plan Review Fee	\$125		Duplicate fee; see line 113-114
Community Development	Accessibility Plan Review Only 0-5,000 sq ft *	\$500		
Community Development	Accessibility Plan Review Only - 5,001 - 25,000 sq ft *	\$800		
Community Development	Accessibility Plan Review Only - 25,001 - 100,000 sq ft *	\$1,350		
Community Development	Accessibility Plan Review Only - > 100,000 sq ft *	\$1,600		
Ambulance	Additional Technician	\$52.50		
Ambulance	Ambulance Report	\$15		
Ambulance	BLS - Basic Life Support - Non Emergency	\$550		
Ambulance	BLS - Basic Life Support - Emergency	\$850		
Ambulance	ALS 1 - Advanced Life Support - Level 1, Non-Emergency	\$850		
Ambulance	ALS 1 - Advanced Life Support - Level 1, Emergency	\$850		

Ambulance	ALS 2 - Advanced Life Support - Level 2	\$1,150		
Ambulance	SCT - Specialty Care Transport	\$1,150		
Ambulance	Mileage	\$12/Per Mile		
Ambulance	Blood Draw (Police Requested)	\$100		
Ambulance	Operate Ambulance or Transportation Penalty	\$250/Day		
Ambulance	Specialty Transport (Bariatric) Rate	\$1,000		
Ambulance	Supplies-Charged as Used per Call	Charged Per Use Per Call		
Ambulance	Treatment No-Transport	\$125 Per Incident		
Fire	False Fire Alarm Fee	\$50 Third Occurrence with an Additional \$50 Per Each Subsequent Occurrence		
Fire	Fire Code Violation Fine	Not Less than \$500 or More Than \$1,000		
Fire	Fire Code Permit	\$25		
Fire	Fireworks Permit - Sales	\$1,000		
Fire	Fireworks Display Permit - Class C	\$75		
Fire	Blasting Permit	\$100		
Fire	Fuel Gas Permit	\$35		
Animal Control	Animal Adoption Fee	\$50		
Animal Control	Animal Boarding Fee	Fee Charged by Boarder		
Animal Control	Animal Impoundment - 1st	\$25		
Animal Control	Animal Impoundment - 2nd	\$50	-	-
Animal Control	Animal Impoundment - 3rd	\$75	-	-
Animal Control	Animal Impoundment - 4th or more	\$100		
Animal Control	Animal Kennel - Private License	\$25		
Animal Control	Animal Kennel - Commercial License	\$100	-	-
Animal Control	Animal Tag - Spayed/Neutered Dog or Cat	\$10		
Animal Control	Animal Tag - Unaltered Dog or Cat	\$30		
Animal Control	Animal Tag Duplicate	\$2		
Animal Control	Animal Tag Penalty after March 1	\$10		

Animal Control	Breeder License Fee	\$100		
Animal Control	Nuisance Violation First Offense	\$25 to \$100		
Animal Control	Nuisance Violation Fourth Offense	\$200 to \$500		
Animal Control	Nuisance Violation Second Offense	\$50 to \$200		
Animal Control	Nuisance Violation Third Offense	\$100 to \$350		
Animal Control	Rabies Vaccination Fee	\$20		
Animal Control	Vicious Animal Violation First Offense	\$250 to \$500		
City Clerk	Security Officer	\$75 + \$50 Investigation Fee		
City Clerk	Unlawful Resell of Tickets-Admission	\$1,000/Jail Up to 1 Month or Both - Withiing 5 Years \$2,500 or Jail 6 Months or Both		
City Clerk	Unlawful Resell of Tickets-Transfer	\$250/Jail 5 Days or Both - Within 5 Years \$500 or up to Jail 1 Month or Both		
Police	Police Report	\$15		
Police	Video Copy (includes cost of thumb drive or disc)	\$20		
Police	Vehicle Weight Violation Penalty	First 1,000 Pounds \$50 Plus \$10 Each Pound Over 1,000 Pounds		
Police	Vehicle Height/Length/Width Over Limit	\$30 Plus \$1 Per Inch		
Police	Vehicle Violation Fine	Not to Exceed \$500		
Police	Federal Motor Carrier Violation Fine	Not to Exceed \$500		
Police	Fingerprinting - Resident with proof of residence/ID	\$0		
Police	Fingerprinting - Non-Resident	\$20		
Public Works	Mini-Excavator	\$50/hr		
Public Works	Labor	\$45/hr		
Public Works	Backhoe	\$70/hr		
Public Works	Loader	\$75/hr		
Public Works	Tractor, Mower & Labor	\$100/hr + \$25 Admin. Fee		
Public Works	Grader	\$80/hr		

Public Works	Pickup	\$30/hr		
Public Works	1 Ton Truck	\$40/hr		
Public Works	Utility Van	\$40/hr		
Public Works	2 1/2 Ton Truck	\$60/hr		
Public Works	Air Compressor	\$30/hr		
Public Works	Uni-Loader	\$50/hr		
Public Works	Air Mole (Boring)	\$900		
Public Works	Trenching	\$5/foot		
Public Works	Bucket Truck	\$75/hr		
Public Works	Wood Chipper	\$40/hr		
Public Works	Riding Mower	\$40/hr		
Public Works	Street Sweeper	\$125/hr		
Public Works	Right of Way Permit - Construction in ROW	\$100		
Public Works	ROW After Hours Inspection	\$300		
Public Works	Moving Building	\$500		
Public Works	Driveway/Sidewalk Permit (fee can be waived for sidewalk replacement)	\$65	\$100	
Utilities - Refuse	Penalty	Five Percent		
Utilities - Refuse	Refuse Hauler	\$200 Plus \$10 per Vehicle		
Utilities - Refuse	Refuse Rates - Residential	\$16.35	\$16.65	
Utilities - Sewer	Onsite Waste Water System Permit & Inspect Fee	\$35		
Utilities - Sewer	Sewer Monthly Service Charge (Minimum No Usage) - 5/8" (Residential)	\$20.68	\$22.33	
Utilities - Sewer	Sewer Monthly Service Charge (Minimum No Usage) - 1"	\$23.61	\$25.50	
Utilities - Sewer	Sewer Monthly Service Charge (Minimum No Usage) - 2"	\$55.10	\$59.51	
Utilities - Sewer	Sewer Monthly Service Charge (Minimum No Usage) - 3"	\$119.30	\$128.84	

Utilities - Sewer	Sewer Monthly Service Charge (Minimum No Usage) - 4"	\$192.83	\$208.26	
Utilities - Sewer	Sewer Monthly Service Charge (Minimum No Usage) - 6"	\$391.22	\$422.52	
Utilities - Sewer	Sewer Monthly Service Charge (Minimum No Usage) - 8"	\$671.33	\$725.04	
Utilities - Sewer	Sewer Rate per 1,000 gallons-Winter Average Residential or Max 6,000 Gal.	\$8.40	\$9.07	
Utilities - Sewer	Out of City Sewer Monthly Service Charge (Minimum No Usage) - 5/8" (Residential)	\$31.02	\$33.50	
Utilities - Sewer	Out of City Sewer Monthly Service Charge (Minimum No Usage) - 1" (150% of In City Charge)	\$35.42	\$38.25	
Utilities - Sewer	Out of City Sewer Monthly Service Charge (Minimum No Usage) - 2" (150% of In City Charge)	\$82.65	\$89.26	
Utilities - Sewer	Out of City Sewer Monthly Service Charge (Minimum No Usage) - 3" (150% of In City Charge)	\$178.95	\$193.27	
Utilities - Sewer	Out of City Sewer Monthly Service Charge (Minimum No Usage) - 4" (150% of In City Charge)	\$289.25	\$312.39	
Utilities - Sewer	Out of City Sewer Monthly Service Charge (Minimum No Usage) - 6" (150% of In City Charge)	\$586.83	\$633.78	
Utilities - Sewer	Out of City Sewer Monthly Service Charge (Minimum No Usage) - 8" (150% of In City Charge)	\$1,007.00	\$1,087.56	
Utilities - Sewer	Out of City Sewer Rate per 1,000 gallons-Winter Average Residential or Max 6,000 Gal. (150% of In City Rate)	\$12.60	\$13.61	
Utilities - Sewer	Penalty	Five Percent		
Utilities - Sewer	System Impact Fee - 5/8" Meter	\$4,326		
Utilities - Sewer	System Impact Fee - 1" Meter	\$10,403		
Utilities - Sewer	System Impact Fee - 2" Meter	\$33,291		

Utilities - Sewer	System Impact Fee - 3" Meter - Singlet or Compound, Class 1	\$66,582	Eliminate	
Utilities - Sewer	System Impact Fee - 3" Meter - Turbine	\$72,824	Alter - remove "Turbine"	
Utilities - Sewer	System Impact Fee - 4" Meter - Singlet or Compound, Class 1	\$104,034	Eliminate	
Utilities - Sewer	System Impact Fee - 4" Meter - Turbine	\$129,002	Alter - remove "Turbine"	
Utilities - Sewer	System Impact Fee - 6" Meter - Singlet or Compound, Class 1	\$208,068	Eliminate	
Utilities - Sewer	System Impact Fee - 6" Meter - Turbine	\$270,489	Alter - remove "Turbine"	
Utilities - Sewer	System Impact Fee - 8" Meter - Compound, Class 1	\$332,909	Alter - remove "Compound, Class 1"	
Utilities - Sewer	Out of City System Impact Fee - 5/8" Meter (200% of In City Fee)	\$8,652		
Utilities - Sewer	Out of City System Impact Fee - 1" Meter (200% of In City Fee)	\$20,806		
Utilities - Sewer	Out of City System Impact Fee - 2" Meter (200% of In City Fee)	\$66,582		
Utilities - Sewer	Out of City System Impact Fee - 3" Meter Singlet or Compound(200% of In City Fee)	\$133,164	Eliminate	
Utilities - Sewer	Out of City System Impact Fee - 3" Meter Turbine(200% of In City Fee)	\$145,648	Alter - remove "Turbine"	
Utilities - Sewer	Out of City System Impact Fee - 4" Meter Singlet or Compound(200% of In City Fee)	\$208,068	Eliminate	
Utilities - Sewer	Out of City System Impact Fee - 4" Meter Turbine(200% of In City Fee)	\$258,004	Alter - remove "Turbine"	
Utilities - Sewer	Out of City System Impact Fee - 6" Meter Singlet or Compound(200% of In City Fee)	\$416,136	Eliminate	

Utilities - Sewer	Out of City System Impact Fee - 6" Meter Turbine(200% of In City Fee)	\$540,978	Alter - remove "Turbine"	
Utilities - Sewer	Out of City System Impact Fee - 8" Meter (200% of In City Fee)	\$665,818		
Utilities - Sewer	Sewer Rate Surcharge	.2707/lb. for BOD	Increase to 0.3000/lb.	
Utilities - Sewer	Sewer Rate Surcharge	.2270/lb. for SS	Increase to 0.3000/lb.	
Utilities - Sewer	Wastewater Backup Inspection Fee	\$75		
Utilities - Storm Water	Non-Residential Fee	\$5.50/Month		
Utilities - Storm Water	Residential Fee	\$3.00/Month		
Utilities - Storm Water	Penalty	Five Percent		
Utilities - Water	Bulk Water Sales	\$3,000		
Utilities - Water	Fire Hydrant Meter Deposit	\$6,000		
Utilities - Water	Fire Hydrant Meter Deposit - no Backflow	\$1,000 + \$50 Admin Fee	Increase to \$2,400 + \$50	
Utilities - Water	Fire Hydrant Meter Deposit with Backflow	\$1,500 + \$50 Admin Fee	Increase to \$2,900 + \$50	
Utilities - Water	Water Monthly Service Charge (Minimum No Usage) - 5/8" (Residential)	\$20.94		
Utilities - Water	Water Monthly Service Charge (Minimum No Usage) - 1"	\$23.19		
Utilities - Water	Water Monthly Service Charge (Minimum No Usage) - 2"	\$47.41		
Utilities - Water	Water Monthly Service Charge (Minimum No Usage) - 3"	\$96.77		
Utilities - Water	Water Monthly Service Charge (Minimum No Usage) - 4"	\$153.27		
Utilities - Water	Water Monthly Service Charge (Minimum No Usage) - 6"	\$305.82		
Utilities - Water	Water Monthly Service Charge (Minimum No Usage) - 8"	\$521.14		
Utilities - Water	Water Rate per 1,000 gallons	\$7.79		
Utilities - Water	Out of City Water Monthly Service Charge (Minimum No Usage) - 5/8" (Residential)	\$31.41		
Utilities - Water	Out of City Water Monthly Service Charge (Minimum No Usage) - 1" (150% of In City Charge)	\$34.79		

Utilities - Water	Out of City Water Monthly Service Charge (Minimum No Usage) - 2" (150% of In City Charge)	\$71.12		
Utilities - Water	Out of City Water Monthly Service Charge (Minimum No Usage) - 3" (150% of In City Charge)	\$145.16		
Utilities - Water	Out of City Water Monthly Service Charge (Minimum No Usage) - 4" (150% of In City Charge)	\$229.91		
Utilities - Water	Out of City Water Monthly Service Charge (Minimum No Usage) - 6" (150% of In City Charge)	\$458.73		
Utilities - Water	Out of City Water Monthly Service Charge (Minimum No Usage) - 8" (150% of In City Charge)	\$781.71		
Utilities - Water	Out of City Water Rate per 1,000 gallons (150% of In City Rate)	\$11.69		
Utilities - Water	Penalty	Five Percent		
Utilities - Water	System Impact Fee - 5/8" Meter	\$2,704		
Utilities - Water	System Impact Fee - 1" Meter	\$6,504		
Utilities - Water	System Impact Fee - 2" Meter	\$20,813		
Utilities - Water	System Impact Fee - 3" Meter - Singlet or Compound, Class 1	\$41,626	Eliminate	
Utilities - Water	System Impact Fee - 3" Meter - Turbine	\$45,528	Remove "Turbine"	
Utilities - Water	System Impact Fee - 4" Meter - Singlet or Compound, Class 1	\$65,040	Eliminate	
Utilities - Water	System Impact Fee - 4" Meter - Turbine	\$80,650	Remove "Turbine"	
Utilities - Water	System Impact Fee - 6" Meter - Singlet or Compound, Class 1	\$130,080	Eliminate	
Utilities - Water	System Impact Fee - 6" Meter - Turbine	\$169,104	Remove "Turbine"	
Utilities - Water	System Impact Fee - 8" Meter - Compound, Class 1	\$208,128	Remove "Compound, Class 1"	

Utilities - Water	Out of City System Impact Fee - 5/8" Meter (200% of In City Fee)	\$5,408		
Utilities - Water	Out of City System Impact Fee - 1" Meter (200% of In City Fee)	\$13,008		
Utilities - Water	Out of City System Impact Fee - 2" Meter (200% of In City Fee)	\$41,626		
Utilities - Water	Out of City System Impact Fee - 3" Meter Singlet or Compound(200% of In City Fee)	\$83,252	Eliminate	
Utilities - Water	Out of City System Impact Fee - 3" Meter Turbine(200% of In City Fee)	\$91,056	Remove "Turbine"	
Utilities - Water	Out of City System Impact Fee - 4" Meter Singlet or Compound(200% of In City Fee)	\$130,080	Eliminate	
Utilities - Water	Out of City System Impact Fee - 4" Meter Turbine(200% of In City Fee)	\$161,300	Remove "Turbine"	
Utilities - Water	Out of City System Impact Fee - 6" Meter Singlet or Compound(200% of In City Fee)	\$260,160	Eliminate	
Utilities - Water	Out of City System Impact Fee - 6" Meter Turbine(200% of In City Fee)	\$338,208	Remove "Turbine"	
Utilities - Water	Out of City System Impact Fee - 8" Meter (200% of In City Fee)	\$416,256		
Utilities - Water	Lake Forest Additional New Connection Fee-After 10/25/2007	\$3,400		
Utilities - Water	Meter Inspection Request Fee	\$25		
Utilities - Water	Meter Removal Fee	\$50		
Utilities - Water	Meter Setter & Tap Fee 5/8"	\$1,110	\$1,373	
Utilities - Water	Meter Setter & Tap Fee 1" (NEW FEE)	\$0	\$2,283	
Utilities - Water	Meter Setter & Tap Fee 2"	\$3,082	\$3,572	
Utilities - Water	Meter Setter & Tap Fee 3" & Larger	Quoted by Utility Dept		
Utilities - Water	Meter Setter Upgrade Fee	\$450		

Utilities - Water	Security Deposit - Commercial & Industrial	1 Month estimated bill but not less than \$75		
Utilities - Water	Security Deposit - Residential	\$75		
Utilities - Water	Street Boring	\$900		
Utilities - Water	Street Opening	\$20/sq. ft.		
Utilities - Water	Temporary Water Service Rate for Fire Hydrant Usage	\$9.74/1000 gal.		
Utilities - Water	Unmetered Sprinkler Service 4 Inch Line	\$10		
Utilities - Water	Unmetered Sprinkler Service 6 Inch Line	\$20		
Utilities - Water	Utility Credit Discount	\$15,600		
Utilities - Water	Violation Water Conservation Conviction First Offense	\$100 Plus Jail Sentence Not to Exceed 30 Days		
Utilities - Water	Violation Water Conservation Conviction Second & Subsequent Offense	\$200 Plus Jail Sentence Not to Exceed 30 Days		
Utilities - Water	Violation Water Conservation Reconnect	\$50 First Offense		
Utilities - Water	Violation Water Conservation Reconnect	\$200 Second Offense		
Utilities - Water	Violation Water Conservation Reconnect	\$300 All Subsequent Offenses		
Utilities - Water	Water Meter Relocation	\$50		
Utilities - Water	Water Rate - Connect Fee	\$25		
Utilities - Water	Water Rate - Connection Fee After Hours	300		
Utilities - Water	Water Rate - Reconnection After Hours Fee	300		
Utilities - Water	Water Rate - Reconnection Fee	\$45		
Utilities - Water	Water Rate Termination Fee	\$15		
Utilities - Water	Wholesale 5 Yr Agree (3,000,000-12,000,000 gallons)	80% of Base Rate	Eliminate	
Utilities - Water	Wholesale 5 Yr Agree (over 12,000,000 gallons)	70% of Base Rate	Eliminate	
Utilities - Water	Wholesale 5 Yr Agree (over 18,000,000 gallons)	65% of Base Rate	Eliminate	
Utilities - Water	Wholesale 5 Yr Agree 40% (over 24,000,000 gallons)	60% of Base Rate	Eliminate	
Recreation	Facility Cancellation Fee	\$10		
Recreation	Facility Fee - Baseball/Softball Field Rental W/O Lights	\$45 - 2 Hours		
Recreation	Facility Fee - Baseball/Softball Field Rental With Lights	\$55 - 2 Hours		

Recreation	Facility Fee - Disc Golf Course Rental Tournament	\$150/day	add	
Recreation	Facility Fee - Cottonwood Room One Hour Resident/Non-Resident	\$35/40	-	-
Recreation	Facility Fee - Cottonwood Room Over One Hour Resident/Non-Resid	\$25/\$30		
Recreation	Facility Fee - Cottonwood Room-Commercial Resident/Non-Resident	\$50/\$55		
Recreation	Facility Fee - Gym - Commercial Resident/Non-Resident	\$60/\$65		
Recreation	Facility Fee - Gym One Hour Resident/Non Resident	\$40/\$45		
Recreation	Facility Fee - Gym Over One Hour Resident/Non-Resident	\$30/\$35		
Recreation	Facility Fee - Honeybee Room - Commercial Resident/Non-Resident	\$50/\$55		
Recreation	Facility Fee - Honeybee Room One Hour Resident/Non-Resident	\$35/\$40		
Recreation	Facility Fee - Honeybee Room Over One Hour Resident/Non-Resident	\$25/\$30		
Recreation	Facility Fee - Park Shelter - Resident/Non-Resident 6-10 p.m. or Until Dark — 1/2 Day	\$10/\$15	\$30/\$45	
Recreation	Facility Fee - Park Shelter - Resident/Non-Resident 8-Noon or 1-5 p.m. — Full Day	\$15/\$25	\$60/\$75	
Recreation	Facility Fee - Park Shelter - any time slot - Commercial Resident/Non-Resident	\$30/\$40	\$100/\$125	
Recreation	Facility Fee - Single Use Gym Fee (Open Gym)	\$2		
Recreation	Facility Fee - South Park Grandfathered Civic/Non-Profit	No Charge		
Recreation	Facility Fee - South Park One Hour Resident/Non-Resident	\$35/\$45 & \$100 Deposit	deposit should be listed separate	
Recreation	Facility Fee - South Park Over One Hour Resident/Nonresident	\$35/\$45 & \$100 Deposit	deposit should be listed separate	

Recreation	Facility Fee - South Park-Commercial Resident/Non-Resident	\$60/\$65		
Recreation	Facility Fee - Sponsorship Banners	\$250		
Recreation	Facility Fee - Sunflower Room Kitchen Deposit	\$100		
Recreation	Facility Fee - Sunflower Room Kitchen Rental More Than Two Hours	\$100		
Recreation	Facility Fee - Sunflower Room Kitchen Rental Two Hours	\$50	-	-
Recreation	Facility Fee - Sunflower Room One Hour Resident/NonResident	\$40/\$45		
Recreation	Facility Fee - Sunflower Room Over One Hour Resident/Non-Resident	\$30/\$35		
Recreation	Facility Fee - Sunflower Room-Commercial Resident/Non-Resident	\$60/\$65		
Recreation	Facility Fee - Alcohol Rental at Community Center Resident/Non-Resident	\$650/\$750		
Recreation	Facility Fee - Alcohol Rental at South Park Building Resident/Non-Resident	\$500/\$600		
Recreation	Facility Fee - Alcohol Rental Deposit	\$250		
Recreation	Facility Fee - Community Center Rental Deposit	\$100	add	
Recreation	Facility Fee - South Park Rental Deposit	\$150	add	
Recreation	Facility Fee - Volleyball Equipment Use	\$15/Rental		
Recreation	Facility Fee -NonGrandfather Civic/NonProfit Resident/Non-Resid	\$30/\$35 - One Hour		
Recreation	Facility Fee -NonGrandfather Civic/NonProfit Resident/Non-Resid	\$20/\$25 - Over One Hour		
Recreation	Online Program Registration—Individual Activities	\$2.00/Participant	remove	
Recreation	Pool Family Season Pass Additional Members	\$5 per person		
Recreation	Pool 10-visit Punch Pass	\$40	\$50	
Recreation	Pool Aqua Fitness - Resident/Non-Resident	\$35/\$40		
Recreation	Pool Daily Open Swim	\$5.00	\$6.00	

Recreation	Pool Daily Open Swim-2 Years & Younger	\$2/Day	\$3.00	
Recreation	Pool Family Season Pass - Resident (5 members) / Non-Resident (5 members)	\$100/\$150		
Recreation	Pool GuardStart Resident/Non-Resident	\$35/\$40		
Recreation	Pool Lap Swim / Toddle Time	\$2.00	\$3.00	
Recreation	Pool Mid-Season Membership Fee - Individual Resident/Non-Resident	\$25/\$37.50		
Recreation	Pool Mid-Season Membership Fee - Senior Resident/Non-Resident	\$12.50/\$25		
Recreation	Pool Mid-Season Membership Fee- Family Resident/Non-Resident (5 members)	\$50/\$75		
Recreation	Pool Party Package - #1	\$80.00		
Recreation	Pool Party Package - #2	\$120.00		
Recreation	Pool Party Package - #3	\$160.00		
Recreation	Pool Private Swim Lessons Resident/Non-Resident	\$20/\$25		
Recreation	Pool Private Swim Lessons Resident/Non-Resident Package (3, 30min sessions)	\$55/\$65		
Recreation	Pool Rental 0 Depth Entry Additional Hour	\$150/Hour	remove	
Recreation	Pool Rental 0 Depth Entry Only 2 Hr Max.	\$275		
Recreation	Pool Rental Adult Pool & Slides Additional Hour	\$200/Hour	remove	
Recreation	Pool Rental Adult Pool & Slides Only - 2 Hr. Max.	\$350		
Recreation	Pool Rental Full Entire Facility 2 Hr. Max.	\$450		
Recreation	Pool Rental Full Entire Facility Additional Hour	\$250/Hour	remove	
Recreation	Pool Season Individual Child/Adult - Resident/Non-Resident	\$50/\$75		
Recreation	Pool Senior Individ Adult Pass - Resident/Non-Resident	\$25/\$50		
Recreation	Pool Swim Lessons Resident/NonResident	\$40/\$45		
Recreation	Pool Swim Team - Resident/Non-Resident	\$80/\$85		
Recreation	Breakfast with Santa Resident/Non Resident	\$5/\$7		

Recreation	Cancellation Fee-All Programs	\$10 Unless Dr. Medical Release	-	-
Recreation	CPR/First Aid Class Resident/Non Resident	\$75/\$80	-	-
Recreation	Discount for Youth Camp Sessions Paid in Full	10%	-	-
Recreation	Dog Swim	\$3.00		
Recreation	Little Chefs Resident/Non-Resident	\$32/\$37	-	-
Recreation	Family Dance Resident/Non-Resident	\$15/\$20	-	-
Recreation	Soccer - Youth Resident/NonResident	\$45/\$50	-	-
Recreation	Softball Leagues - Adult Slo-Pitch	\$350/Team	-	-
Recreation	Volleyball Adult Co-Rec Recreational	\$80/Team	-	-
Recreation	Volleyball League Girls Resident/NonResident	\$45/\$50 (Grades 2-8)	-	-
Recreation	Summer Ball Maximum Family Resident/Non Resident	\$105/\$180	-	-
Recreation	Summer Ball Resident/Non Resident	\$50/\$70	-	-
Recreation	Summer Camp Resident/Non Resident	\$100/\$110	\$110/\$120	
Recreation	Late Registration Fee	\$10		

City Manager's Update

Date: November 19th, 2021

To: Mayor and City Council

General Updates:

- Thank you to everyone who assisted or attended the Candy Cane Christmas and Mayor's Tree Lighting festivities! It was a great event and the weather was beautiful. Should you have any suggestions for future events or an interest in getting involved next year, contact Amber Vogan, avogan@bonnersprings.org.
- Remote Office for Community Health Council of Wyandotte County: Alec Overmann, a Community Health Worker, has a remote office location in Bonner Springs City Hall with the Recreation Department on Floor 1. He is a resource to for Bonner Springs and Edwardsville residents to help with or find resources, agencies, programs, and grants to assist with: housing, rent, utilities, EBT stamps and SNAP, health insurance, Medicare and Medicaid, flood, clothing, COVID-19 testing and vaccines, and more. Alec is here every Tuesday and Thursday from 8:30 am to 12:30 pm to help Bonner Springs and Edwardsville residents. You may see him out in the community at events or walking around your neighborhood to raise awareness of this program. If you need any assistance or help finding resources, stop by to talk with Alec or contact him at (913) 602-5324 or aovermann@wycocohealth.com. You can also contact the CHC directly at (913) 371-9298 or visit their website at www.wycocohealth.com.
- Website Mobile App Project: Staff has begun submitting preliminary information for the new app configuration. We had to update to a new app in order to continue to offer our community mobile access to payments, reporting, and many other functions. The current app will no longer work on Apple devices and possibly Android as well after December 31st due to Apple no longer supporting the current app. The new app will be more user friendly and modern.

Community Development

- 125 Oak: The owners reached a settlement on the probate process in early December and are proceeding with financing for the project. They unfortunately were not selected for grant funding through the KDOC Emergency HEAL program, but have submitted a second application for the standard KDOC HEAL Program. This program is for building owners with underutilized, vacant, or dilapidated downtown buildings. The City is not an applicant or and has no financial liability for the owners to utilize the grant. Grant decisions on this portion of the program should be announced by mid-January.
- The City is now an Affiliate Member of the Kansas Main Street Program with the Kansas Department of Commerce. The Main Street Program provides resources, training, and grants for revitalization and preservation of downtown districts. Being an affiliate member allows the city and businesses downtown additional opportunities and points for grant funds, and allows us to send up to four people to their quarterly trainings that we would not have access to without membership.
- Staff began discussions with investors of an existing manufacturing company in the City considering an investment in a facility and equipment update. The estimated investment level is \$1-1.25M, and would likely use the NRP or IRB incentive for the project.
-

Public Works

- New Water Treatment Plant Project
 - Moving forward with cores and analysis for new Water Wells
 - Proceeding with design of membrane processing due to reduced cost (in lieu of lime softening)
- General cleanup from wind/storm. No major damage, downed trees and damage/blow away traffic signs

- Pavement Crack Sealing operations underway – recently completed Commercial Drive
- Lead and Copper Sampling is underway during this period
 - As of this report, no issues of concern
- KDHE inspections successfully completed for the Labs at both Plan

Recreation

- Mitchell Drey is our first ever Certified Youth Sports administrator (CYSA). They are an elite group of professionals that have successfully completed the Academy for Youth Sports Administrators, and are committed to raising the professionalism in youth sports. They have demonstrated that professional development is essential to the delivery of quality sports programs. Congratulations Mitchell!
- Youth basketball practices have started and will move from our gym to the BSE gym in January. This will give us more room for when youth volleyball starts. We had 109 total registrants for our first basketball season.
- We are looking for a Building Manager at the Community Center. If you know of anyone interested, please have them apply online at www.bonnerrsprings.org/jobs.

Police

Notable incidents –

- Semi-Truck Rollover, K7 and Speaker Road closing I-70 ramp for a significant part of the day.
- Multiple residential search warrants executed for illegal narcotics
- The Department will participate in the upcoming STEP campaign scheduled to begin December 26th, 2021. The focus being DUI Enforcement.
- The Department hosted ARIDE (Advanced Roadside Impaired Driving Enforcement) This training put on by the Kansas High Patrol trains officers in the detection and enforcement of drivers under the influence of drugs including both prescription and illicit. Accordingly the department was able to have three officers attend and become certified in this course.
- PD has completed what considered a temporary animal holding area within the Sally Port of the new PD. Currently the department is absent a location to hold animals as required by Statute and Ordinance. If approved by the State of Kansas, the department, will be able to temporarily house animals until such time they can legally be transferred to Leavenworth County Humane Society or re-united with their owner (as in the case of nearly all collected animals).
- Lucy the camel's spree through town after escaping from the Ag. Hall of Fame has gained national attention with requests for comment from the Kelly Clarkson Show, Drew Barrymore Show, and People Magazine. The escape attempt post by BSPD has reached nearly 400,000 people and shared nearly 3,000 times.

Fire/EMS

Calls for service (CFS):

To date calls for service: ~1315

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
57	74	95	91	108	127	119	136	115	105	112	48+

*Call for service trends are approximate and do not include all incidents or calls for service due to tracking issues related to CAD integration and midyear transition to new reporting systems.

- Special notes from the recent weather event this past Wednesday.

- 18 responders staffed the station for a variety of incidents
- Responded to 10 dispatched incidents during the short weather event ranging from wires down, trees blocking road, arcing wires, smoke conditions, and a trampoline involved with powerlines.
- Several other incidents were found and dealt while units were on the road in the community (additional power pole/line down found, debris cleared, smoke rule outs)
- Received credentialing through the Drug Enforcement Agency (DEA) for CSOS ordering.
 - CSOS is a new electronic system for tracking the ordering, storage, and use of narcotics as part of the efforts by the federal government to offset the effects of fentanyl and other drugs in communities.
- Received a Protective Equipment Grant matching grant from the State Fire Marshals Officer Recruitment and Retention Fund (\$7200.00 match).

Planning Pending Projects List																
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
BSRZ-02-21	September 10, 2021	Sandstone Townhomes	546 N. 130th St	Rezoning	PENDING CC APPROVAL			November 16, 2021	APPROVED	December 20, 2021		Alex Howe	A-1	R-3	1	15.43
SUP-05-21	September 12, 2021	Mike's Rentals Rental duplex units	231/233 W. Insley	Special Use Permit	PENDING CC APPROVAL			November 16, 2021	APPROVED	December 20, 2021		Mikes Rentals LLC	R-1A			
OCTOBER SUBMITTALS																
LS-03-21	October 19, 2021	Copher Lot Split	1201 S. 138th Street	Lot Split	APPLICATION WITHDRAWN							Andrea Weishaubt	A-1		2	60+/-
BSZO-02-21		Accessory Building Limitations	City Wide	Zoning Ordinance Amendment	PENDING PC APPROVAL			January 18, 2022		February 14, 2022		City of Bonner Springs				
BSZO-03-21		Accessory Dwelling Unit Regulations	City Wide	Zoning Ordinance Amendment	PENDING PC APPROVAL			January 18, 2022		February 14, 2022		City of Bonner Springs				
BSZO-04-21		Architectural Design Requirements	City Wide	Zoning Ordinance Amendment	PENDING PC APPROVAL			January 18, 2022		February 14, 2022		City of Bonner Springs				
NOVEMBER SUBMITTALS																
BSCP-01-21	November 15, 2021	K-7 & Nettleton Avenue	1209 and 1401 S. 130th St	Comp Plan Change	PENDING PC APPROVAL			January 18, 2022		February 14, 2022		BK Properties LLC	Mixed Use	Industrial	2	120 +/-
BSRZ-03-21	November 15, 2021	K-7 & Nettleton Avenue	1209 and 1401 S. 130th St	Rezoning	PENDING PC APPROVAL			January 18, 2022		February 14, 2022		BK Properties LLC	C-2/A-1/R-3	I-2	2	
ST-07-21	November 15, 2021	Compass 70 - Lot 3	110 S. 110th Street	Site Plan	PENDING PC APPROVAL			January 18, 2022				Scannell Properties	I-1		1	37 +/-
DECEMBER SUBMITTALS																

NONE YET - DEADLINE FOR PUBLIC HEARING ITEMS WAS 12/13/2021 TO BE INCLUDED ON THE FEBRUARY AGENDA

Code Enforcement Report

11/15/21-12/11/21

New Cases	89	Site Re-inspections	92
<i>Of the new cases, the type is as follows:</i>		Admin Citation	0
General Nuisance	31	Court Appearances	0
Inoperable/unlicensed/on grass vehicles	5	Phone/Email complaints	49
Property Maintenance	11	Permit check	5
Grass/weeds/brush	0		
Signs Pulled	34		
Outside Storage	8		

