City of Bonner Springs
KANSAS

Monday, September 23, 2024

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

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

The meeting is open to the public.

CITY COUNCIL MEETING - 7:30 P.M.

1. Proclamation - Judge Hutton

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 September 9, 2024 City Council meeting.

Action	Make a motion to approve the minutes as presented.
Recommendation	Staff recommends approval.

Documents:
1. 09092024 CCM Minutes

2. Claims for City Operation

Action	Make a motion to approve the claims for City operations as presented.
Recommendation	Staff recommends approval.

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

OLD BUSINESS

NEW BUSINESS

1. Kansas Avenue Project Change Order

Action	Make a motion to approve the change order with Legacy Underground Construction, LLC, for the Kansas Avenue Culvert Project, in the amount of $16,598.80.
Recommendation	Staff recommends approval.

Documents:
1. Signed CO Request Kansas Ave

2. Construction Related Services Agreement for the 138th Project

Action	Make a motion to authorize the Interim City Manager to execute an agreement for Construction Related Services, with Wilson & Company, LLC, for the 138th Street Project for the amount of $499,200.
Recommendation	Staff recommends approval.

Documents:
1. 105 N-0739-01 138th St. Improvements Inspection
2. Attachment A_As Needed Consulting Agreement (236-22) (Wilson Company)

3. Enterpol to Karpel Interface Agreement

Action	Make a motion to authorize the interim city manager to execute the

	interface agreement with Huber Associates (Enterpol) to provide an interface between Enterpol and Karpel.
Recommendation	Staff recommends approval.

Documents:
1. Enterpol Proposal_Bonner Springs PD_Karpel IF_2024_0910 - R1

4. Police Department Vehicle Purchase

Action	Make a motion to authorize staff to purchase and equip, one police department vehicle utilizing CIP funds scheduled for 2025 amount not to exceed $80,500.
Recommendation	Staff recommends approval.

Documents:
1. Scan_20240903_0001

5. Ordinance Amending the Pay Plan

Action	Make a motion to adopt an ordinance revising the City of Bonner Springs Base Salary Structure for years 2024 and 2025.
Recommendation	The Interim City Manager and Finance Director recommend approval.

Documents:
1. Ordinance - Pay Plan Amendment 2024-25

6. 2025 Budget Hearing Notice - Special Revenue Funds

Action	Make a motion to approve the Public Hearing Notice and schedule a public hearing for the 2025 Budget - Special Revenue Funds for Monday, October 14, 2024.
Recommendation	Staff recommends approval

Documents:
1. 2025 Budget Hearing - Five Excluded Special Revenue Funds- Published 9-26-2024

REPORTS

1. City Manager's Report

Documents:
1. City Managers Update 9-19-24
2. Fire Open House Flyer
3. Ballot Box Flyer
4. Voter Registration Flyer
5. Mobile Mammogram Flyer
6. InCode Building Permit Report
7. InCode Code Enforcement Report
8. 9.18.24 Pending Planning Project List
9. 9.18.24 Completed Planning Project List

2. City Council Items

3. Mayor's Report

ADJOURNMENT

Memorandum

Date: September 23, 2024
To: Mayor and City Council
From: Christina Brake

Subject: Minutes of the September 9, 2024 City Council meeting.

Recommendation: Staff recommends approval.

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

Background:

Discussion:

Financial Impact:

City of Bonner Springs
KANSAS

City Council Meeting Minutes
September 9, 2024

WORKSHOP – 7:00 P.M.

1. **McGrath Compensation Study Presentation –** Malayna Halvorson Maes, McGrath Sr. Consultant, reviewed the results of the compensation study and answered questions.

CITY COUNCIL MEETING - 7:30 P.M.

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

City Staff present: Amber Vogan, Interim City Manager; Chris Brake, City Clerk; Tillie LaPlante, Finance Director; Tim Richards, Fire Chief; Billy Naff, Police Chief and Dan Trent, City Attorney

Invocation – No invocation presented.

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

CONSENT AGENDA - Reeves moved and Gurley seconded, to approve the consent agenda as presented. Unanimous approval.

1. Minutes of the August 26, 2024, City Council meeting.
2. Claims for City Operation

OLD BUSINESS - None presented.

NEW BUSINESS -

1. **Public Hearing for 2025 Budget -** Shannon moved and Blanks seconded to open a Public Hearing for the 2025 Budget beginning at 7:23 p.m. Unanimous approval.
   Shannon moved and Gurley seconded to close the Public Hearing at 7:49 p.m. Unanimous approval.

2. **Approve 2025 Budget** - Reeves moved and Shannon seconded to adopt the 2025 Budgeted Expenditures of $34,536,001 and the 2024 Ad Valorem Tax for the 2025 Budget in the amount of $5,198,475. Unanimous approval.

3. **Award Selection for RFP for Executive Search Services** - Blanks moved and Long seconded to authorize the Mayor to execute a contract with Strategic Government Resources, for executive recruitment services to fill the city manager position for an amount not to exceed $30,000. The motion carried on a 5-4 vote with Reeves, Shannon, Wood and McMahan dissenting. The Mayor cast the tie-breaking vote.

4. **Executive Session for Consultation with an Attorney, K.S.A. 75-4319(b)(2)** - Gurley moved and Shannon seconded to go into executive session for consultation with an attorney pursuant to exception K.S.A. 75-4319(b)(2). The open meeting will resume in the Council Chamber at 8:50 p.m. Blanks moved and Long seconded to resume the open meeting with no action taken at 8:54 p.m.

REPORTS

1. **City Manager's Report –**
   The Interim City Manager will be at ICMA conference 9/20-9/26, and is planning on attending the next council meeting remotely.

2. **City Council Items**
   - Wood stated she was once again impressed with the details of items presented.
   - McMahan attended the ROSA committee and relayed the centennial park gazebo roof needs repaired and the basketball court at Lion's Park needs attention.
   - Shannon complimented the police department on the drug bust.
   - Blanks stated public works indicated they are painting lines on basketball court. Congratulations and thanks to Cassandra for many years of service as the Farmers Market manager. She invited everyone to the Bonner Business Club happy hour from 4-7 tomorrow.
   - Reeves stated the cemetery trees look like they haven't been watered enough. The maintenance road on back side of the cemetery is in bad condition, the northeast corner may need a new drain installed. He asked to have staff push harder on some property owners around town to improve their property.

Mayor's Report –
The last evening on Oak coming up this Thursday.
Bonner has had a very successful summer, with a lot of programs.
Wednesday night we are hosting the Johnson/Wyandotte County Council of Mayors. He thanked the City clerk for coordinating that meeting.

ADJOURNMENT - Reeves moved and Blanks seconded, to adjourn the City Council meeting at 9:01 p.m. Unanimous approval

________________________________ Christina Brake, City Clerk

Memorandum

Date: September 23, 2024
To: Mayor and City Council
From: Sarah Frehe

Subject: Claims for City Operation

Recommendation: Staff recommends approval.

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

Background: Staff enclosed the supplement claims for City operations in the amount of $54,258.09 and the regular claims in the amount of $220,940.85.

Discussion:

Financial Impact:

Check Register

Bonner Springs, KS

Packet: APPKT00816 - 09/13/2024 Payroll Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
10964	EVERGY FKA KCP&L	09/13/2024	Regular	0.00	465.15	154598
10942	EVERGY KANSAS CENTRAL INC FKA V	09/13/2024	Regular	0.00	42,251.50	154599
9879	MAINSTREET CREDIT UNION	09/13/2024	Regular	0.00	845.00	154600
11421	WEX INC	09/13/2024	Regular	0.00	10,696.44	154601

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	4	0.00	54,258.09
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
	5	**4**	**0.00**	**54,258.09**

Bonner Springs, KS

Expense Approval Report

By Vendor Name

Post Dates 9/13/2024 - 9/13/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 10964 - EVERGY FKA KCP&L					
EVERGY FKA KCP&L	0004191	09/13/2024	LED STREET LIGHT ELECTRICAL SERVICE	300-190-000-702925	465.15
			Vendor 10964 - EVERGY FKA KCP&L Total:		**465.15**
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC					
EVERGY KANSAS CENTRAL INC…	0004189	09/13/2024	ELECTRIC SERVICE FOR TIBLOW DAYS	505-000-000-702963	548.48
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	300-130-000-702925	3,050.67
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	300-145-000-702925	172.63
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	300-165-000-702925	2,357.73
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	300-175-000-702925	3,167.43
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	300-185-000-702396	197.06
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	300-185-000-702925	2,865.32
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	300-190-000-702925	2,169.62
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	300-190-000-702925	492.15
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	420-000-000-702925	9,769.11
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	430-000-000-702925	14,518.84
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	497-000-000-702925	280.98
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	540-000-000-702925	225.25
EVERGY KANSAS CENTRAL INC…	0004190	09/13/2024	ELECTRIC SERVICE	570-000-000-702925	2,436.23
			Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:		**42,251.50**
Vendor: 9879 - MAINSTREET CREDIT UNION					
MAINSTREET CREDIT UNION	0004192	09/13/2024	Payroll for 9/13/2024	071-000-000-021380	845.00
			Vendor 9879 - MAINSTREET CREDIT UNION Total:		**845.00**
Vendor: 11421 - WEX INC					
WEX INC	99390954	09/13/2024	MARCH FUEL	300-157-000-703420	171.90
WEX INC	99390954	09/13/2024	MARCH FUEL	300-165-000-703420	690.00
WEX INC	99390954	09/13/2024	MARCH FUEL	300-185-000-703420	6,770.95
WEX INC	99390954	09/13/2024	MARCH FUEL	300-190-000-703420	1,517.19
WEX INC	99390954	09/13/2024	MARCH FUEL	420-000-000-703420	373.22
WEX INC	99390954	09/13/2024	MARCH FUEL	430-000-000-703420	842.93
WEX INC	99390954	09/13/2024	MARCH FUEL	575-000-000-703420	330.25
			Vendor 11421 - WEX INC Total:		**10,696.44**
			Grand Total:		**54,258.09**

Check Register

Bonner Springs, KS

Packet: APPKT00820 - 9/17/2024 Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
12736	ALDEN-HARRINGTON FUNERAL HOM	09/17/2024	Regular	0.00	529.00	154602
10078	AMAZON CAPITAL SERVICES INC	09/17/2024	Regular	0.00	805.65	154603
7449	APEX ENVIROTECH, INC.	09/17/2024	Regular	0.00	2,880.00	154604
12731	ARLAN CO INC	09/17/2024	Regular	0.00	541.10	154605
2470	ATMOS ENERGY	09/17/2024	Regular	0.00	707.73	154606
1461	AUGUSTINE EXTERMINATORS INC	09/17/2024	Regular	0.00	300.00	154607
7416	BG CONSULTANTS, INC	09/17/2024	Regular	0.00	19,480.50	154608
12687	BONNER SPRINGS LIBRARY	09/17/2024	Regular	0.00	8,599.62	154609
12741	CARLEE RILEY	09/17/2024	Regular	0.00	100.00	154610
11793	CHARTER COMMUNICATIONS HOLDI	09/17/2024	Regular	0.00	309.96	154611
10027	CINTAS	09/17/2024	Regular	0.00	1,546.48	154612
11655	CINTAS CORPORATION NO 2	09/17/2024	Regular	0.00	789.21	154613
5560	COMMERCIAL AQUATIC SERVICES IN	09/17/2024	Regular	0.00	6,290.40	154614
10136	COMPLIANCEONE	09/17/2024	Regular	0.00	565.20	154615
12725	CONRAD FIRE EQUIPMENT INC	09/17/2024	Regular	0.00	744.68	154616
12735	CONSTANCE J FISHER	09/17/2024	Regular	0.00	100.00	154617
7487	CULLUM & BROWN OF KANSAS CITY	09/17/2024	Regular	0.00	50.00	154618
12684	DEFFENBAUGH INDUSTRIES INC	09/17/2024	Regular	0.00	3,627.14	154619
12449	DH PACE COMPANY	09/17/2024	Regular	0.00	870.50	154620
11899	EASY ICE, LLC	09/17/2024	Regular	0.00	276.00	154621
10263	ED M FELD EQUIPMENT COMPANY, I	09/17/2024	Regular	0.00	120.00	154622
12008	EMILY SIMONICH	09/17/2024	Regular	0.00	91.00	154623
7003	ERIC B PARR	09/17/2024	Regular	0.00	850.00	154624
10964	EVERGY FKA KCP&L	09/17/2024	Regular	0.00	214.61	154625
10942	EVERGY KANSAS CENTRAL INC FKA V	09/17/2024	Regular	0.00	76.66	154626
10220	EVERLASTING SIGN INC	09/17/2024	Regular	0.00	651.97	154627
5516	EXECUTIVE MARKETING PROMOTIOI	09/17/2024	Regular	0.00	3,941.00	154628
4342	FELDMANS	09/17/2024	Regular	0.00	381.85	154629
10924	GO CAR WASH MANAGEMENT CORF	09/17/2024	Regular	0.00	70.00	154630
12732	GRACE PETZOLDT	09/17/2024	Regular	0.00	105.00	154631
1942	GRASS PAD INC	09/17/2024	Regular	0.00	59.95	154632
1532	GT DISTRIBUTORS INC	09/17/2024	Regular	0.00	156.90	154633
3078	HD SUPPLY INC	09/17/2024	Regular	0.00	1,137.76	154634
7242	HELGET GAS PRODUCTS INC	09/17/2024	Regular	0.00	118.32	154635
12690	HOLLIDAY SAND AND GRAVEL CO	09/17/2024	Regular	0.00	1,040.37	154636
5308	KANSAS ONE-CALL SYSTEM, INC	09/17/2024	Regular	0.00	139.20	154637
12733	KARPEL COMPUTER SYSYEMS INC	09/17/2024	Regular	0.00	7,500.00	154638
3085	KCK CHAMBER	09/17/2024	Regular	0.00	500.00	154639
11728	LABAN CONTRACTING LLC	09/17/2024	Regular	0.00	200.00	154640
11619	LESLIE LLOYD HAROLD	09/17/2024	Regular	0.00	1,355.00	154641
6250	LEXIS NEXIS RISK DATA MANAGEMEI	09/17/2024	Regular	0.00	377.67	154642
12734	MAKAYLA SIMMA	09/17/2024	Regular	0.00	100.00	154643
7347	MCGUIRE ELECTRIC LLC	09/17/2024	Regular	0.00	6,328.24	154644
6137	METRO COURIER INC	09/17/2024	Regular	0.00	83.64	154645
8001	MIDWEST PUBLIC RISK	09/17/2024	Regular	0.00	101,268.00	154646
10519	NAACP	09/17/2024	Regular	0.00	100.00	154647
7206	NATIONAL INSURANCE MARKETING	09/17/2024	Regular	0.00	2,125.56	154648
12742	NYSE PINKS	09/17/2024	Regular	0.00	100.00	154649
12141	OGDEN PUBLICATIONS, INC	09/17/2024	Regular	0.00	785.00	154650
12737	ONE AND DONE HANDYMAN LLC	09/17/2024	Regular	0.00	3,900.00	154651
12743	OSCAR ALEMAN	09/17/2024	Regular	0.00	100.00	154652
2955	PB HOIDALE CO INC	09/17/2024	Regular	0.00	235.00	154653
11541	PEREGRINE CORPORATION	09/17/2024	Regular	0.00	426.89	154654
11867	PI MANAGED SERVICES LLC	09/17/2024	Regular	0.00	3,151.64	154655

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
12700	POMP'S TIRE SERVICE INC	09/17/2024	Regular	0.00	535.44	154656
12674	PUSHWATER ENTERPRISES INC	09/17/2024	Regular	0.00	287.00	154657
12543	RAENAE FREEMAN	09/17/2024	Regular	0.00	100.00	154658
11773	RONALD TILDEN	09/17/2024	Regular	0.00	119.90	154659
12740	SAMUEL LEE CLARK	09/17/2024	Regular	0.00	94.00	154660
6010	SCHUETZ CONSTRUCTION	09/17/2024	Regular	0.00	1,252.00	154661
8226	SHERWIN WILLIAMS CO	09/17/2024	Regular	0.00	84.61	154662
12300	SIERRA SPURLOCK	09/17/2024	Regular	0.00	75.00	154663
7670	STAPLES CONTRACT & COMMERCIAl	09/17/2024	Regular	0.00	119.73	154664
11283	STEPHEN GOCELJAK	09/17/2024	Regular	0.00	100.00	154665
7894	TBS ELECTRONICS INC	09/17/2024	Regular	0.00	3,929.80	154666
10879	TEUTONIC HOLDINGS LLC	09/17/2024	Regular	0.00	461.60	154667
10854	THE JATH GROUP INC	09/17/2024	Regular	0.00	328.12	154668
12744	T-MOBILE	09/17/2024	Regular	0.00	6.40	154669
11556	U.S. BANK EQUIPMENT FINANCE	09/17/2024	Regular	0.00	505.08	154670
1321	WESTLAKE HARDWARE	09/17/2024	Regular	0.00	735.52	154671
	Void	09/17/2024	Regular	0.00	0.00	154672
11601	WESTPORT POOLS INC	09/17/2024	Regular	0.00	975.00	154673
10810	WILLIAM F TUCKER	09/17/2024	Regular	0.00	12,036.00	154674
8411	WILSON & COMPANY INC ENGINEER	09/17/2024	Regular	0.00	12,291.25	154675

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	137	73	0.00	220,940.85
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	137	**74**	**0.00**	**220,940.85**

Expense Approval Report
By Vendor Name

Bonner Springs, KS

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12736 - ALDEN-HARRINGTON FUNERAL HOME INC				
ALDEN-HARRINGTON FUNERA…	2437	09/17/2024	FLORAL ARRANGEMENTS FOR MAYOR'S BANQUET	529.00
			Vendor 12736 - ALDEN-HARRINGTON FUNERAL HOME INC Total:	**529.00**
Vendor: 10078 - AMAZON CAPITAL SERVICES INC				
AMAZON CAPITAL SERVICES I…	16J9-X36K-1NGQ	09/17/2024	FIRST AID KIT SUPPLIES	22.48
AMAZON CAPITAL SERVICES I…	16J9-X36K-1NGQ	09/17/2024	MISC OFFICE SUPPLIES	10.24
AMAZON CAPITAL SERVICES I…	16J9-X36K-1NGQ	09/17/2024	FIRST AID KIT SUPPLIES	22.49
AMAZON CAPITAL SERVICES I…	16J9-X36K-1NGQ	09/17/2024	MISC OFFICE SUPPLIES	111.46
AMAZON CAPITAL SERVICES I…	16J9-X36K-1NGQ	09/17/2024	LAB SUPPLIES	89.36
AMAZON CAPITAL SERVICES I…	1DWT-WJLK-M4J3	09/17/2024	ELECTRONIC DEADBOLT FOR ANIMAL CONTROL BUILDING	77.93
AMAZON CAPITAL SERVICES I…	1DWT-WJLK-WC19	09/17/2024	HANGING RODS FOR UNIFORMS	119.68
AMAZON CAPITAL SERVICES I…	1M9T-T7RD-9PP6	09/17/2024	RETURNED ELECTRONIC DOOR HANDLE	-118.12
AMAZON CAPITAL SERVICES I…	1NCR-4973-CFP7	09/17/2024	TRAINING BOOKS	286.05
AMAZON CAPITAL SERVICES I…	1Y33-QPKC-1GHD	09/17/2024	LABELS FOR EVIDENCE	58.95
AMAZON CAPITAL SERVICES I…	1Y7D-WWQR-9XFL	09/17/2024	ELECTRIC DOOR HANDLE FOR ANIMAL CONTROL BUILDING	125.13
			Vendor 10078 - AMAZON CAPITAL SERVICES INC Total:	**805.65**
Vendor: 7449 - APEX ENVIROTECH, INC.				
APEX ENVIROTECH, INC.	CSM03.001 AUG 2024	09/17/2024	AUGUST CSM SAMPLING	2,880.00
			Vendor 7449 - APEX ENVIROTECH, INC. Total:	**2,880.00**
Vendor: 12731 - ARLAN CO INC				
ARLAN CO INC	16124	09/17/2024	STRIPE PAYINT FOR SOCCER FIELDS	541.10
			Vendor 12731 - ARLAN CO INC Total:	**541.10**
Vendor: 2470 - ATMOS ENERGY				
ATMOS ENERGY	0004193	09/17/2024	GAS SERVICE	150.93
ATMOS ENERGY	0004193	09/17/2024	GAS SERVICE	259.33
ATMOS ENERGY	0004193	09/17/2024	GAS SERVICE	43.79
ATMOS ENERGY	0004193	09/17/2024	GAS SERVICE	200.69
ATMOS ENERGY	0004193	09/17/2024	GAS SERVICE	43.80
ATMOS ENERGY	0004193	09/17/2024	GAS SERVICE	9.19
			Vendor 2470 - ATMOS ENERGY Total:	**707.73**
Vendor: 1461 - AUGUSTINE EXTERMINATORS INC				
AUGUSTINE EXTERMINATORS …	2458739	09/17/2024	PEST CONTROL	300.00
			Vendor 1461 - AUGUSTINE EXTERMINATORS INC Total:	**300.00**
Vendor: 7416 - BG CONSULTANTS, INC				
BG CONSULTANTS, INC	20-1413L(14)	09/17/2024	Owners Representative, Supp Agrmnt, Water Plant	17,980.50
BG CONSULTANTS, INC	22-1301L(12)	09/17/2024	Owners Rep services with Lift Station #2 Project	1,500.00
			Vendor 7416 - BG CONSULTANTS, INC Total:	**19,480.50**
Vendor: 12687 - BONNER SPRINGS LIBRARY				
BONNER SPRINGS LIBRARY	0004194	09/17/2024	8/16/2024 WAGES/BENEFITS	1,221.30
BONNER SPRINGS LIBRARY	0004194	09/17/2024	8/2/2024 WAGES/BENEFITS	1,226.33
BONNER SPRINGS LIBRARY	0004194	09/17/2024	8/30/2024 WAGES/BENEFITS	1,223.69
BONNER SPRINGS LIBRARY	0004195	09/17/2024	JO CO TAX DISTRIBUTION	4,928.30
			Vendor 12687 - BONNER SPRINGS LIBRARY Total:	**8,599.62**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12741 - CARLEE RILEY				
CARLEE RILEY	74407702	09/17/2024	REFUND DEPOST FOR HONEYBEE ROOM ON 8/17/24	100.00
			Vendor 12741 - CARLEE RILEY Total:	**100.00**
Vendor: 11793 - CHARTER COMMUNICATIONS HOLDING LLC				
CHARTER COMMUNICATIONS...	99865090624	09/17/2024	CITY HALL INTERNET SERVICES	309.96
			Vendor 11793 - CHARTER COMMUNICATIONS HOLDING LLC Total:	**309.96**
Vendor: 11655 - CINTAS CORPORATION NO 2				
CINTAS CORPORATION NO 2	0F58702154	09/17/2024	SERVICE EXTINGUISHERS AT FD	789.21
			Vendor 11655 - CINTAS CORPORATION NO 2 Total:	**789.21**
Vendor: 10027 - CINTAS				
CINTAS	4200601376	09/17/2024	PD JANITORIAL SUPPIES	303.33
CINTAS	4200703692	09/17/2024	CITY HALL JANITORIAL SUPPLIES	256.64
CINTAS	4203614523	09/17/2024	FLOOR MATS FOR PW/WATER OFFICE	36.90
CINTAS	4203614523	09/17/2024	FLOOR MATS FOR PW/WATER OFFICE	36.90
CINTAS	4203614553	09/17/2024	FLOOR MATS FOR WWTP	45.35
CINTAS	4204276837	09/17/2024	FLOOR MATS FOR WWTP	45.35
CINTAS	4204276845	09/17/2024	FLOOR MATS FOR PW/WATER OFFICE	42.06
CINTAS	4204276845	09/17/2024	FLOOR MATS FOR PW/WATER OFFICE	42.06
CINTAS	4204898549	09/17/2024	PD JANITORIAL SUPPLIES	351.78
CINTAS	4205025391	09/17/2024	FLOOR MATS FOR PW/WATER OFFICE	42.06
CINTAS	4205025391	09/17/2024	FLOOR MATS FOR PW/WATER OFFICE	42.06
CINTAS	4205025413	09/17/2024	FLOOR MATS FOR WWTP	45.35
CINTAS	4205025425	09/17/2024	CITY HALL JANITORIAL SUPPLIES	256.64
			Vendor 10027 - CINTAS Total:	**1,546.48**
Vendor: 5560 - COMMERCIAL AQUATIC SERVICES INC				
COMMERCIAL AQUATIC SERVI...	50297-1	09/17/2024	ADA POOL LIFT	6,290.40
			Vendor 5560 - COMMERCIAL AQUATIC SERVICES INC Total:	**6,290.40**
Vendor: 10136 - COMPLIANCEONE				
COMPLIANCEONE	319816	09/17/2024	AUGUST MONTHLY CHARGES/RANDOM NON DOT	288.88
COMPLIANCEONE	319816	09/17/2024	AUGUST MONTHLY CHARGES/RANDOM NON DOT	150.72
COMPLIANCEONE	320689	09/17/2024	AUGUST MONTHLY CHARGES/RANDOM DOT	81.64
COMPLIANCEONE	320689	09/17/2024	AUGUST MONTHLY CHARGES/RANDOM DOT	18.84
COMPLIANCEONE	320689	09/17/2024	AUGUST MONTHLY CHARGES/RANDOM DOT	18.84
COMPLIANCEONE	320689	09/17/2024	AUGUST MONTHLY CHARGES/RANDOM DOT	6.28
			Vendor 10136 - COMPLIANCEONE Total:	**565.20**
Vendor: 12725 - CONRAD FIRE EQUIPMENT INC				
CONRAD FIRE EQUIPMENT INC	491892	09/17/2024	MISC EQUIPMENT	744.68
			Vendor 12725 - CONRAD FIRE EQUIPMENT INC Total:	**744.68**
Vendor: 12735 - CONSTANCE J FISHER				
CONSTANCE J FISHER	962024	09/17/2024	REPURCHASE TWO CEMETERY LOTS	100.00
			Vendor 12735 - CONSTANCE J FISHER Total:	**100.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7487 - CULLUM & BROWN OF KANSAS CITY INC				
CULLUM & BROWN OF KANSA…	113131 #8	09/17/2024	RESTITUTION FROM ANTHONY JEFFREY	50.00
			Vendor 7487 - CULLUM & BROWN OF KANSAS CITY INC Total:	**50.00**
Vendor: 12684 - DEFFENBAUGH INDUSTRIES INC				
DEFFENBAUGH INDUSTRIES I…	22236-4861-5	09/17/2024	SLUDGE HAULING 8/16/24 - 8/31/24	1,653.07
DEFFENBAUGH INDUSTRIES I…	7564790-4858-6	09/17/2024	PW DUMPSTER SERVICE	402.58
DEFFENBAUGH INDUSTRIES I…	7565629-4858-5	09/17/2024	AQUATIC PARK DUMPSTER SERVICE	804.66
DEFFENBAUGH INDUSTRIES I…	7569247-4858-2	09/17/2024	COMMUNITY CENTER DUMPSTER SERVICE	766.83
			Vendor 12684 - DEFFENBAUGH INDUSTRIES INC Total:	**3,627.14**
Vendor: 12449 - DH PACE COMPANY				
DH PACE COMPANY	SVC262-979684	09/17/2024	FIX MIC ISSUE AND MOVE CAMERA	870.50
			Vendor 12449 - DH PACE COMPANY Total:	**870.50**
Vendor: 11899 - EASY ICE, LLC				
EASY ICE, LLC	01358038	09/17/2024	PW ICE MACHINE RENTAL	70.00
EASY ICE, LLC	01358038	09/17/2024	PW ICE MACHINE RENTAL	70.00
EASY ICE, LLC	01406959	09/17/2024	FD ICE MACHINE RENTAL	136.00
			Vendor 11899 - EASY ICE, LLC Total:	**276.00**
Vendor: 10263 - ED M FELD EQUIPMENT COMPANY, INC				
ED M FELD EQUIPMENT COM…	0444283-IN	09/17/2024	REAPIR AIRPACK	120.00
			Vendor 10263 - ED M FELD EQUIPMENT COMPANY, INC Total:	**120.00**
Vendor: 12008 - EMILY SIMONICH				
EMILY SIMONICH	68302438	09/17/2024	REFUND JUNE SAFE SITTER FEE	91.00
			Vendor 12008 - EMILY SIMONICH Total:	**91.00**
Vendor: 7003 - ERIC B PARR				
ERIC B PARR	233	09/17/2024	REDISTRICTING WARD MAPS	850.00
			Vendor 7003 - ERIC B PARR Total:	**850.00**
Vendor: 10964 - EVERGY FKA KCP&L				
EVERGY FKA KCP&L	0004202	09/17/2024	ELECTRIC SERVICE FOR SIREN AT 631 N 126TH ST	32.62
EVERGY FKA KCP&L	0004202	09/17/2024	ELECTRIC SERVICE FOR SIREN AT 708 S 122ND	31.13
EVERGY FKA KCP&L	0004202	09/17/2024	ELECTRIC SERVICE FOR 12730 STATE	129.87
EVERGY FKA KCP&L	0004202	09/17/2024	ELECTRIC SERVICE FOR 949 N 142ND ST	20.99
			Vendor 10964 - EVERGY FKA KCP&L Total:	**214.61**
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
EVERGY KANSAS CENTRAL INC…	0004203	08/17/2024	ELECTRIC SERVICE	33.56
EVERGY KANSAS CENTRAL INC…	0004204	09/17/2024	ELECTRIC SERVICE	43.10
			Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:	**76.66**
Vendor: 10220 - EVERLASTING SIGN INC				
EVERLASTING SIGN INC	20308	09/17/2024	DECALS FOR UNIT 70	651.97
			Vendor 10220 - EVERLASTING SIGN INC Total:	**651.97**
Vendor: 5516 - EXECUTIVE MARKETING PROMOTIONS				
EXECUTIVE MARKETING PRO…	89596	09/17/2024	FALL BALL UNIFORMS	435.00
EXECUTIVE MARKETING PRO…	89599	09/17/2024	SOCCER UNIFORMS/COACH SHIRTS	3,506.00
			Vendor 5516 - EXECUTIVE MARKETING PROMOTIONS Total:	**3,941.00**
Vendor: 4342 - FELDMANS				
FELDMANS	231971	09/17/2024	RATCHET FLATHOOKS	9.99
FELDMANS	324802	09/17/2024	CHAINSAW OIL/CHAIN/FILES FOR PW SHOP	74.96

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FELDMANS	324810	09/17/2024	PLASTIC COVER FOR STIHL POLE SAW	8.99
FELDMANS	324817	09/17/2024	WORK PANTS - VFEDEN	63.76
FELDMANS	324845	09/17/2024	BUNGEE CORDS/ROTARY VANE PUMP FOR PW SHOP	92.98
FELDMANS	324855	09/17/2024	STEEL POSTS/NYLON ROPE FOR TIBLOW DAYS BANNERS	65.73
FELDMANS	324883	09/17/2024	25 LBS LIME	22.99
FELDMANS	324921	09/17/2024	ANIMAL BEDDING	42.45
			Vendor 4342 - FELDMANS Total:	**381.85**
Vendor: 10924 - GO CAR WASH MANAGEMENT CORP				
GO CAR WASH MANAGEMENT..	INV2418	09/17/2024	AUGUST CAR WASHES	70.00
			Vendor 10924 - GO CAR WASH MANAGEMENT CORP Total:	**70.00**
Vendor: 12732 - GRACE PETZOLDT				
GRACE PETZOLDT	70762631	09/17/2024	REFUND DEPOSIT FOR COTTONWOOD ROOM	100.00
GRACE PETZOLDT	70762631	09/17/2024	REFUND RENTAL FEE LESS CANCELLATION FEE	5.00
			Vendor 12732 - GRACE PETZOLDT Total:	**105.00**
Vendor: 1942 - GRASS PAD INC				
GRASS PAD INC	543704	09/17/2024	ARBOR DAY TREE REPLACEMENT	59.95
			Vendor 1942 - GRASS PAD INC Total:	**59.95**
Vendor: 1532 - GT DISTRIBUTORS INC				
GT DISTRIBUTORS INC	INV1016228	09/17/2024	EAR PIECES/BADGE HOLDER	156.90
			Vendor 1532 - GT DISTRIBUTORS INC Total:	**156.90**
Vendor: 3078 - HD SUPPLY INC				
HD SUPPLY INC	INV460378	09/17/2024	LAB CHEMICAL SUPPLIES	1,137.76
			Vendor 3078 - HD SUPPLY INC Total:	**1,137.76**
Vendor: 7242 - HELGET GAS PRODUCTS INC				
HELGET GAS PRODUCTS INC	0002230192	09/17/2024	OXYGEN	118.32
			Vendor 7242 - HELGET GAS PRODUCTS INC Total:	**118.32**
Vendor: 12690 - HOLLIDAY SAND AND GRAVEL CO				
HOLLIDAY SAND AND GRAVEL...	1500664827	09/17/2024	ROCK FOR DIST MAINT	1,040.37
			Vendor 12690 - HOLLIDAY SAND AND GRAVEL CO Total:	**1,040.37**
Vendor: 5308 - KANSAS ONE-CALL SYSTEM, INC				
KANSAS ONE-CALL SYSTEM, I...	4080170	09/17/2024	AUGUST LOCATES (116)	139.20
			Vendor 5308 - KANSAS ONE-CALL SYSTEM, INC Total:	**139.20**
Vendor: 12733 - KARPEL COMPUTER SYSYEMS INC				
KARPEL COMPUTER SYSYEMS ...	68576	09/17/2024	KARPEL ENTEROL INTERFACE	7,500.00
			Vendor 12733 - KARPEL COMPUTER SYSYEMS INC Total:	**7,500.00**
Vendor: 3085 - KCK CHAMBER				
KCK CHAMBER	942024	09/17/2024	ANNUAL TOURISM LUNCHEON	500.00
			Vendor 3085 - KCK CHAMBER Total:	**500.00**
Vendor: 11728 - LABAN CONTRACTING LLC				
LABAN CONTRACTING LLC	INV20241563	09/17/2024	RESTROOM RENTALS FOR FARMER'S MARKET	200.00
			Vendor 11728 - LABAN CONTRACTING LLC Total:	**200.00**
Vendor: 11619 - LESLIE LLOYD HAROLD				
LESLIE LLOYD HAROLD	2001	09/17/2024	REPLACE TRANSDUCER AT LS #1	1,355.00
			Vendor 11619 - LESLIE LLOYD HAROLD Total:	**1,355.00**
Vendor: 6250 - LEXIS NEXIS RISK DATA MANAGEMENT INC				
LEXIS NEXIS RISK DATA MANA...	1240964-20240831	09/17/2024	AUGUST SUBSCRIPTION FEE	377.67
			Vendor 6250 - LEXIS NEXIS RISK DATA MANAGEMENT INC Total:	**377.67**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12734 - MAKAYLA SIMMA				
MAKAYLA SIMMA	66846842	09/17/2024	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 8/17/24	100.00
			Vendor 12734 - MAKAYLA SIMMA Total:	**100.00**
Vendor: 7347 - MCGUIRE ELECTRIC LLC				
MCGUIRE ELECTRIC LLC	5353	09/17/2024	ELECTRICAL REPAIR ON VFD AT WELL #6	3,013.35
MCGUIRE ELECTRIC LLC	5354	09/17/2024	REPLACE OVERLOAD RELAY FOR CLARIFIER AT WWTP	939.21
MCGUIRE ELECTRIC LLC	5378	09/17/2024	ELECTRICAL REPAIR ON AERATOR MOTOR START UP	384.36
MCGUIRE ELECTRIC LLC	5395	09/17/2024	REPLACE CLARIFIER MOTOR AT WWTP	360.00
MCGUIRE ELECTRIC LLC	5404	09/17/2024	REPLACE CONTROL WIRING CIRCUITS ON AERATOR DRIVE	1,631.32
			Vendor 7347 - MCGUIRE ELECTRIC LLC Total:	**6,328.24**
Vendor: 6137 - METRO COURIER INC				
METRO COURIER INC	56712	09/17/2024	SAMPLE DELIVERIES	83.64
			Vendor 6137 - METRO COURIER INC Total:	**83.64**
Vendor: 8001 - MIDWEST PUBLIC RISK				
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	1,800.00
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	1,077.92
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	12,733.63
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	154.80
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	4,304.99
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	1,968.60
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	1,455.90
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	4,485.55
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	21,775.16
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	1,968.60
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	3,578.00
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	22,518.81
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	7,703.12
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	4,872.17
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	4,872.17
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	698.60
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	775.90
MIDWEST PUBLIC RISK	SEPTEMBER	09/17/2024	SEPTEMBER HEALTH, DENTAL, & VISION INSURANCE	4,524.08
			Vendor 8001 - MIDWEST PUBLIC RISK Total:	**101,268.00**
Vendor: 10519 - NAACP				
NAACP	75619702	09/17/2024	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 9/7/24	100.00
			Vendor 10519 - NAACP Total:	**100.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC				
NATIONAL INSURANCE MARK...	A028250	09/17/2024	SEPTEMBER BENEFITS DIRECT INSURANCE	2,125.56
			Vendor 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC Total:	**2,125.56**
Vendor: 12742 - NYSE PINKS				
NYSE PINKS	74012105	09/17/2024	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 8/16/24	100.00
			Vendor 12742 - NYSE PINKS Total:	**100.00**
Vendor: 12141 - OGDEN PUBLICATIONS, INC				
OGDEN PUBLICATIONS, INC	2237461	09/17/2024	AD INSERTION FOR KANSAS! MAGAZINE	785.00
			Vendor 12141 - OGDEN PUBLICATIONS, INC Total:	**785.00**
Vendor: 12737 - ONE AND DONE HANDYMAN LLC				
ONE AND DONE HANDYMAN ...	CRAI2408-0001	09/17/2024	DRYWALL AND CEILING REMODEL	3,900.00
			Vendor 12737 - ONE AND DONE HANDYMAN LLC Total:	**3,900.00**
Vendor: 12743 - OSCAR ALEMAN				
OSCAR ALEMAN	68694347	09/17/2024	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 9/14/24	100.00
			Vendor 12743 - OSCAR ALEMAN Total:	**100.00**
Vendor: 2955 - PB HOIDALE CO INC				
PB HOIDALE CO INC	INV10294	09/17/2024	AUGUST FUEL TANK INSPECTION	235.00
			Vendor 2955 - PB HOIDALE CO INC Total:	**235.00**
Vendor: 11541 - PEREGRINE CORPORATION				
PEREGRINE CORPORATION	25146	09/17/2024	AUGUST ROUTE 5 UTILITY BILLS (661/631)	426.89
			Vendor 11541 - PEREGRINE CORPORATION Total:	**426.89**
Vendor: 11867 - PI MANAGED SERVICES LLC				
PI MANAGED SERVICES LLC	INV0032593	09/17/2024	FIX NETMOTION ON LAPTOP	210.00
PI MANAGED SERVICES LLC	INV0032654	09/17/2024	REPLACE FAILED UPS	459.00
PI MANAGED SERVICES LLC	INV0032660	09/17/2024	IA PRO SERVER/LICENSE	1,117.64
PI MANAGED SERVICES LLC	INV0032714	09/17/2024	SETUP IA PRO SERVER	1,365.00
			Vendor 11867 - PI MANAGED SERVICES LLC Total:	**3,151.64**
Vendor: 12700 - POMP'S TIRE SERVICE INC				
POMP'S TIRE SERVICE INC	125018413	09/17/2024	TIRES	535.44
			Vendor 12700 - POMP'S TIRE SERVICE INC Total:	**535.44**
Vendor: 12674 - PUSHWATER ENTERPRISES INC				
PUSHWATER ENTERPRISES INC	21984	09/17/2024	DISCOVER ENDLESS ADVENTURES CARDS	287.00
			Vendor 12674 - PUSHWATER ENTERPRISES INC Total:	**287.00**
Vendor: 12543 - RAENAE FREEMAN				
RAENAE FREEMAN	75942090	09/17/2024	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 8/18/24	100.00
			Vendor 12543 - RAENAE FREEMAN Total:	**100.00**
Vendor: 11773 - RONALD TILDEN				
RONALD TILDEN	113756	09/17/2024	OIL CHANGE/TIRE ROTATION ON UNIT 55	89.90
RONALD TILDEN	113864	09/17/2024	REPAIR FLAT TIRE	30.00
			Vendor 11773 - RONALD TILDEN Total:	**119.90**
Vendor: 12740 - SAMUEL LEE CLARK				
SAMUEL LEE CLARK	1133951	09/17/2024	REFUND SETOFF FOR COURT FINE	94.00
			Vendor 12740 - SAMUEL LEE CLARK Total:	**94.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 6010 - SCHUETZ CONSTRUCTION				
SCHUETZ CONSTRUCTION	4721	09/17/2024	REPLACE WATER SERVICE LINE AT 580 LINDA LN	1,252.00
			Vendor 6010 - SCHUETZ CONSTRUCTION Total:	**1,252.00**
Vendor: 8226 - SHERWIN WILLIAMS CO				
SHERWIN WILLIAMS CO	6146-2	09/17/2024	PAINT SUPPLIES	84.61
			Vendor 8226 - SHERWIN WILLIAMS CO Total:	**84.61**
Vendor: 12300 - SIERRA SPURLOCK				
SIERRA SPURLOCK	76125982	09/17/2024	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 9/8/24	100.00
SIERRA SPURLOCK	76125982	09/17/2024	CLEANING FEE	-25.00
			Vendor 12300 - SIERRA SPURLOCK Total:	**75.00**
Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL INC				
STAPLES CONTRACT & COMM…	6009875718	09/17/2024	BATTERIES	119.73
			Vendor 7670 - STAPLES CONTRACT & COMMERCIAL INC Total:	**119.73**
Vendor: 11283 - STEPHEN GOCELJAK				
STEPHEN GOCELJAK	71758592	09/17/2024	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 9/14	100.00
			Vendor 11283 - STEPHEN GOCELJAK Total:	**100.00**
Vendor: 7894 - TBS ELECTRONICS INC				
TBS ELECTRONICS INC	00125825	09/17/2024	INSTALL RADIO SYSTEM IN NEW MEDIC	3,929.80
			Vendor 7894 - TBS ELECTRONICS INC Total:	**3,929.80**
Vendor: 10879 - TEUTONIC HOLDINGS LLC				
TEUTONIC HOLDINGS LLC	801581	09/17/2024	CITY HALL INTERNET SERVICES	232.95
TEUTONIC HOLDINGS LLC	824321	09/17/2024	PHONE SERVICE	228.65
			Vendor 10879 - TEUTONIC HOLDINGS LLC Total:	**461.60**
Vendor: 10854 - THE JATH GROUP INC				
THE JATH GROUP INC	87264	09/17/2024	EXTRA CLEANING AT SOUTH PARK ON 9/15/24	125.00
THE JATH GROUP INC	S-15593	09/17/2024	PD JANITORIAL SUPPLIES	203.12
			Vendor 10854 - THE JATH GROUP INC Total:	**328.12**
Vendor: 12744 - T-MOBILE				
T-MOBILE	0004206	09/17/2024	MOBILE INTERNET SERVICE FOR TABLET/CELL	6.40
			Vendor 12744 - T-MOBILE Total:	**6.40**
Vendor: 11556 - U.S. BANK EQUIPMENT FINANCE				
U.S. BANK EQUIPMENT FINAN…	536796907	09/17/2024	FD PRINTER LEASE	214.40
U.S. BANK EQUIPMENT FINAN…	536797202	09/17/2024	PD PRINTER LEASE 8/20/24 - 9/20/24	290.68
			Vendor 11556 - U.S. BANK EQUIPMENT FINANCE Total:	**505.08**
Vendor: 1321 - WESTLAKE HARDWARE				
WESTLAKE HARDWARE	14006780	09/17/2024	NEW KEYS FOR CITY HALL	29.90
WESTLAKE HARDWARE	14006781	09/17/2024	SAWZALL BLADES	33.98
WESTLAKE HARDWARE	14006783	09/17/2024	MISC HARDWARE	3.68
WESTLAKE HARDWARE	14006784	09/17/2024	PAINT FOR SIGN BASES	13.00
WESTLAKE HARDWARE	14006788	09/17/2024	CABLE ENDS FOR SAND VOLLEYBALL POSTS	11.97
WESTLAKE HARDWARE	14006805	09/17/2024	BUNGEE CORDS FOR POOL UMBRELLAS	11.16
WESTLAKE HARDWARE	14006815	09/17/2024	ANCHOR BOLTS FOR WTP OFFICE	9.56
WESTLAKE HARDWARE	14006816	09/17/2024	HARDWARE FOR PORTABLE FUEL TANK	120.83
WESTLAKE HARDWARE	14006817	09/17/2024	ZIP TIES/MISC HARDWRE FOR LIONS PARK	19.07
WESTLAKE HARDWARE	14006818	09/17/2024	LOCK NUTS FOR STREET SIGNS	11.49
WESTLAKE HARDWARE	14006823	09/17/2024	WATER SUPPLY LINES FO…	78.32

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
WESTLAKE HARDWARE	14006826	09/17/2024	MISC HARDWARE TO PUT STROBE LIGHTS ON VID #519	25.80
WESTLAKE HARDWARE	14006830	09/17/2024	SPRAYER FOR ASPHALT CLEANER	47.98
WESTLAKE HARDWARE	14006837	09/17/2024	CONCRETE MIX NORTH PARK PLAYGROUND HANDRAIL	39.96
WESTLAKE HARDWARE	14006839	09/17/2024	CABLE TIES/STAPLES	42.77
WESTLAKE HARDWARE	14006840	09/17/2024	GFI RECEPTACLES/WASP SPRAY	109.97
WESTLAKE HARDWARE	14006869	09/17/2024	HOSE	99.98
WESTLAKE HARDWARE	14006871	09/17/2024	PROPANE	26.10
			Vendor 1321 - WESTLAKE HARDWARE Total:	**735.52**
Vendor: 11601 - WESTPORT POOLS INC				
WESTPORT POOLS INC	136010	09/17/2024	INSTALL FLOW METER FOR UG HEALTH REQUIREMENT	975.00
			Vendor 11601 - WESTPORT POOLS INC Total:	**975.00**
Vendor: 10810 - WILLIAM F TUCKER				
WILLIAM F TUCKER	1824	09/17/2024	CODE ENCORCEMENT MOWING	2,850.00
WILLIAM F TUCKER	824	09/17/2024	MOWING SERVICES	596.00
WILLIAM F TUCKER	824	09/17/2024	MOWING SERVICES	148.00
WILLIAM F TUCKER	824	09/17/2024	MOWING SERVICES	80.00
WILLIAM F TUCKER	824	09/17/2024	MOWING SERVICES	3,560.00
WILLIAM F TUCKER	824	09/17/2024	MOWING SERVICES	826.00
WILLIAM F TUCKER	824	09/17/2024	MOWING SERVICES	3,976.00
			Vendor 10810 - WILLIAM F TUCKER Total:	**12,036.00**
Vendor: 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS				
WILSON & COMPANY INC ENG...	129095	09/17/2024	PLAN REVIEWS FOR COMMUNITY DEVELOPMENT	1,452.50
WILSON & COMPANY INC ENG...	129095	09/17/2024	MS4 AUDIT	2,181.90
WILSON & COMPANY INC ENG...	129098	09/17/2024	Engineering services to support KDOT CCLIP project	420.00
WILSON & COMPANY INC ENG...	129103	09/17/2024	Design and development of Sidewalk improvements	6,430.00
WILSON & COMPANY INC ENG...	129104	09/17/2024	Design/Const. Services, Second Street Waterline	420.00
WILSON & COMPANY INC ENG...	129106	09/17/2024	Design Engineering for Library Patio Project	1,386.85
			Vendor 8411 - WILSON & COMPANY INC ENGINEERS & ARCHITECTS Total:	**12,291.25**
			Grand Total:	**220,940.85**

Memorandum

Date: September 23, 2024
To: Mayor and City Council
From: Frank Abart

Subject: Kansas Avenue Project Change Order

Recommendation: Staff recommends approval.

Action: Make a motion to approve the change order with Legacy Underground Construction, LLC, for the Kansas Avenue Culvert Project, in the amount of $16,598.80.

Background: City staff identified culvert failure signs related to a twin culvert installation under Kansas Avenue in 2022. City Council approved corrective design work in 2023. The project was solicited for public bid and awarded in early 2024 to Legacy Underground Construction, LLC in the amount of $475,540. Construction has taken place in 2024 and is substantially complete at this date.

Discussion: Temporary Construction Easements and Permanent Maintenance Easements were acquired from the southern property owner to perform the work. At completion of the work the property owner sought additional work which was not included in the original plans. The scope of the additional work includes installation of 30' x 10' more rip-rap to improve erosion control and a flood gate.

Financial Impact: The total cost of the Change Order is $16,598.80. The funding is available in the 2024 Stormwater Fund for this expenditure.

Change Order

No. 1

Date of Issuance: 8/30/2024 Effective Date: 9/3/2024

Project: **KANSAS AVE CULVERT SLIP LINING**	Owner: City of Bonner Springs, Kansas	Owner's Contract No.: 14-100-501.00
Contract:		Date of Contract: 3/28/2024
Contractor: Legacy Underground Construction, Inc.		Engineer's Project No.: 14-100-501-00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Install 30' of riprap further upstream channel and tributary

Install Floodgate on tributary

Attachments (list documents supporting change):

Red line fence plan sheet

Contractor's Change Order Request

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 475,540.00	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): ____ Ready for final payment (days or date): ____
[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: $ ____	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial completion (days): ____ Ready for final payment (days): ____
Contract Price prior to this Change Order: $ 475,540.00	Contract Times prior to this Change Order: Substantial completion (days or date): ____ Ready for final payment (days or date): ____
[Increase] [Decrease] of this Change Order: $ 16,598.80	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): ____ Ready for final payment (days or date): ____
Contract Price incorporating this Change Order: $ 492,138.80	Contract Times with all approved Change Orders: Substantial completion (days or date): ____ Ready for final payment (days or date): ____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Chelsea L. Pfaffly	By: Justin Klaudt - City Engineer	By: David Saggs
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: Chelsea Pfaffly 8/30/2024	Date: 8/30/2024	Date: 9-9-24

Memorandum

Date: September 23, 2024
To: Mayor and City Council
From: Frank Abart

Subject: Construction Related Services Agreement for the 138th Project

Recommendation: Staff recommends approval.

Action: Make a motion to authorize the Interim City Manager to execute an agreement for Construction Related Services, with Wilson & Company, LLC, for the 138th Street Project for the amount of $499,200.

Background: The City of Bonner Springs has been pursuing a significant improvement project on 138th Street for several years. The agreements to acquire multiple grants have been processed. The contractor has been selected, and a contract approved via KDOT processing. Utilities, including Atmos, have been coordinated and organized.The work is scheduled to begin in February, 2025 and be completed by the end of 2025.

Discussion: The final approval pending for the project is the agreement to provide Construction Related Services. This work includes, but is not limited to, inspection and management services that meet the requirements of KDOT. The attached scope of services from Wilson & Company, LLC outlines the general services and associated estimate of expenses. In addition, a copy of the KDOT Agreement with Wilson & Company, LLC authorizing them to provide these services in full compliance is included for your review.

Financial Impact: The construction related services were estimated at $499,200, to meet the KDOT requirements of the project at this time. This expenditure is a City cost. The funding for this expenditure was included in the 2025 Budget for this project.

SCOPE OF SERVICES

105 N-0739-01 138th St. Improvements

Construction Related Services

Description: 105 N-0739-01 138th St. Construction Related Services

Project Location: Bonner Springs 138th Street.

Scope of Work: Engineer shall perform Construction Engineering Services for the Bonner Springs 138th Street Project, KDOT Project Number 105 N-0739-01. Work shall be in accordance with the Bureau of Local Projects Agreement No. 236-22 titled "AS-NEEDED AGREEMENT FOR ENGINEERING SERVICES FOR LOCAL PUBLIC AUTHORITY (LPA) PROJECTS" for the project, executed between Wilson & Company, Inc., Engineers & Architects (Wilson & Company) and the Kansas Department of Transportation (KDOT). Said agreement shall be incorporated by reference upon execution of the agreement between the City of Bonner Springs (City), Kansas and Wilson & Company. This agreement shall serve as the compensation agreement for ARTICLE VI "A. BASIS OF PAYMENT" of Bureau of Local Projects Agreement No. 236-22.

Additional Terms and Conditions:

1. Fee is based on a Start date of 10 February 2025 and Calendar Completion date of 21 November 2025, 197 working days excluding weekends and holidays. Any extension in construction contract time and/or additional weather or uncharged days requiring inspections, would be subject to supplemental agreement to provide compensation for such additional work. No number of such days are assumed and included in this task order at this time.

2. The Bureau of Local Projects Agreement No. 236-22 titled "AS-NEEDED AGREEMENT FOR ENGINEERING SERVICES FOR LOCAL PUBLIC AUTHORITY (LPA) PROJECTS" shall apply to the coordination and authority between Wilson & Company, the City, and KDOT, while the City and Wilson & Company agreement shall apply to the compensation of Construction Related Services.

Construction Related Services Fee

Description: 105 N-0739-01 138th St. Improvements - Bonner Springs

Fee Type: Cost Plus Net Fee

Direct Salary

Position Classification	Hourly Rate	Estimated Hours	Total Cost
Project Manager/Engineer	$69.72	108	$7,529.76
Primary Inspector	$35.84	1,672	$59,924.48
Primary Inspector OT	$53.76	394	$21,181.44
Secondary Inspector	$35.40	788	$27,895.20
Secondary Inspector OT	$53.10	197	$10,460.70
Practice Area Lead	$54.24	40	$2,169.60
Principal In Charge	$108.00	40	$4,320.00

Overhead Rate 180.14 %

Subtotal	$133,481.18
Overhead	$240,453.00
Subtotal	$373,934.18
Net Fee	$56,090.13
Subtotal	$430,024.31
Direct Expense	$69,175.69
Upper Limit	$499,200.00

Direct Expense	A	unit	B	A*B
Misc/Postage	1	l.s.	$41.69	$41.69
Mileage	27,520.0	mi.	$0.655	$18,026.00
Hotel	240.0	day	$123.00	$29,520.00
Per Diem	240.0	day	$64.00	$15,360.00
Hotel taxes & fees	240.0	each	$25.95	$6,228.00
			Direct Expenses	$69,175.69

Attachments:

Attachment A – Bureau of Local Projects Agreement No. 236-22 titled “AS-NEEDED AGREEMENT FOR ENGINEERING SERVICES FOR LOCAL PUBLIC AUTHORITY (LPA) PROJECTS”

AS-NEEDED AGREEMENT FOR ENGINEERING AND TECHNICAL SERVICES FOR LOCAL PUBLIC AUTHORITY (LPA) PROJECTS

This Agreement is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) ("Secretary") and **Wilson & Company, Inc., Engineers & Architects** ("Consultant"), collectively, the "Parties."

RECITALS

A. Pursuant to authority vested in K.S.A. §§ 68-402b and 68-401, *et seq*., the Secretary proposes to provide engineering and technical services to Local Public Authorities (LPAs) for local road improvement projects under development requiring inspection, sampling, and testing of materials and workmanship as well as other technical services (Services); however, the Secretary's engineering and technical forces will be unable to perform all of the Services within the desired completion dates. The best alternative is to use a qualified firm to perform the Services needed through this Agreement.

B. The Consultant represents that persons performing Services, including its employees and the employees of its subconsultants, if any, have the education, training, and experience necessary to perform the Services this Agreement requires in an accurate and timely manner. The Consultant has a valid Certificate of Authorization from, and individual employees are licensed by, the Kansas Board of Technical Professions as required by Kansas law. The Consultant represents that all personnel utilized in performance of Services have appropriate training, qualifications, and certifications to perform Services.

ARTICLE I

DEFINITIONS. These defined terms as used in this Agreement shall have the following meanings:

1. "Agreement" means this As-Needed Agreement for Engineering and Technical Services, all exhibits and attachments, both attached and incorporated by reference, and future supplemental agreements and other amendments in writing agreed to and signed by duly authorized representatives of the Parties.

2. "Construction Contract" means a written agreement between the Secretary and a Contractor, requiring the Contractor to construct or reconstruct a portion of the LPA's roadway system as a Project for which the Consultant is providing Services. The Construction Contract includes the following Contract Documents, all of which constitute one instrument and are incorporated by reference into this Agreement: proposal, Exploratory Work Documents, addenda, amendments, contract form, contract bond, Standard Specifications, Special Provisions, Project Special Provisions, general plans, detailed plans, drawings, the notice to proceed, material test methods, material test reports, material certifications, Part V of the KDOT Construction Manual, change orders, payment vouchers, guarantees, warranties, and other agreements, if any, that become required for construction and completion of a Project.

3. "Construction Engineering Inspection Services" or “Services” means the services necessary to inspect and monitor the construction of the Project or as required for the Consultant’s performance of this Agreement. Exhibit A lists the general nature of Services which may be requested of and performed by the Consultant.

4. “Construction Project” means the specified location where a Contractor shall perform construction together with all improvements the Contractor shall be constructing under a Construction Contract.

5. “Consultant” means the engineering firm of Wilson & Company, Inc., Engineers & Architects, a Kansas corporation, with its place of business located at 1700 E. Iron Ave., Salina, KS 67401-3401, and its authorized employees who will be performing the work required.

6. “Contractor” means the individual, partnership, corporation, joint venture, or other legal entity performing the Construction Contract.

7. “Documents” means written, printed papers and electronic files.

8. “Effective Date” means January 1, 2023.

9. “Exploratory Work Documents” means documents developed by KDOT, local governments, or consultants to determine a Project’s subsurface conditions, engineering requirements, or both. These may include geotechnical foundation investigation reports; soils reports; geology reports; hydraulic investigations; hydrological investigations; bridge reports; earth work computations; boring logs; surveys; rock investigations; soils investigations; environmental investigations; building investigations; bridge investigations; and other geological, geotechnical, or design information for a Project.

10. “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.

11. “KDOT Area Engineer” means the KDOT Area Engineer, the KDOT Field Engineering Administrator, or Construction Manager, or other designee of the KDOT District Engineer.

12. “KDOT District Engineer” means the KDOT District Engineer or designee who will perform KDOT’s administrative functions for the Project

13. “LPA” means the Local Public Authority as identified in the Work Estimate for the Project.

14. “Manuals” means the current version of the KDOT Documentation Manual, Construction Manual, Form Manual, CMS Procedures Manual, the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary and all other current relevant documents adopted by KDOT.

15. “Notice to Proceed” means a written notice from KDOT authorizing the Consultant to begin performance of Services.

16. "Plans" means, except for when noted as "preliminary," the plan profiles, typical cross sections, and other detail sheets showing the location, character, dimensions, and details of a Contractor's work on a Project.

17. "Project" means a portion of the LPA's roadway system to be constructed or reconstructed, or other work as required by the Secretary, under a Construction Contract and for which the LPA needs the Consultant to perform Services.

18. "Project Special Provisions" means documents that modify the Standard Specifications for a particular Project.

19. "Reports" means formal documents that detail or summarize information analyzed, generated, or gathered for the Project or for a Construction Contract. Any document or information which is or should be produced by the exercise or practice of a technical profession, as defined in K.S.A. § 74-7003, is considered a Report. Any record of inspection, sampling, or testing of materials or workmanship is a Report.

20. "Special Provisions" means documents that modify the Standard Specifications, such as details not covered by KDOT's Standard Specifications, special fabrication, or construction features.

21. "Standard Specifications" means the Kansas Department of Transportation Standard Specifications for State Road and Bridge Construction (2007 Edition).

22. "Work Estimate" means the agreed scope, deliverables, price, and schedule for tasks related to specific Projects, as further described in Article III.A.1.

ARTICLE III

SECRETARY'S GENERAL RESPONSIBILITIES:

A. For any Services for which the Secretary hires the Consultant under this Agreement, the Secretary will do the following.

1. Request the Consultant submit a proposal for specific Services and, when the scope and the estimated price (including profit) for such Services have been agreed, a Work Estimate (using the form set forth in Special Attachment No. 5 / Exhibit B-1 attached hereto) will be completed and signed by duly authorized representatives of the Parties, subject to the LPA's concurrence.

2. Issue a written Notice to Proceed to Consultant. The Secretary assumes no obligation to pay for Services the Consultant performs prior to KDOT's approval of a Work Estimate and issuance of a Notice to Proceed for such Services.

3. Furnish to the Consultant a copy of the Construction Contract, including one copy of the Standard Specifications, if the Consultant does not already possess it.

4. Furnish or make available to the Consultant a sufficient supply of blank field diaries, logs, recordkeeping books, reporting forms, and other documents KDOT requires the Consultant to utilize in the performance of Services.

5. Furnish or make available all Manuals requested by the Consultant, if unavailable online.

6. Assign such KDOT personnel to the Project as the Secretary determines are needed.

7. Perform, or provide KDOT-furnished or Contractor-furnished laboratory for, testing of materials when a laboratory is required.

8. Pay the Consultant according to Article VI.

B. The Secretary has the authority to review, approve, reject, eliminate, or modify some or all of the Services. When reviewing the Services, issuing approvals/rejections, or taking any other action, the Secretary and the Secretary's representatives are not undertaking the Consultant's responsibility for its Services. When reviewing the Services, issuing approvals/rejections, or taking any other action, the Secretary and the Secretary's representatives make no representations, no express warranties, and no implied warranties to any persons or entities regarding the Services.

C. The Secretary has no obligation to hire the Consultant to perform Services on any Project. Thus, the KDOT District Engineer may request some or none of the Services described in Exhibit A, and the Consultant has no claim for breach of contract if the KDOT District Engineer does not request the Consultant to perform any particular Services under this Agreement.

ARTICLE IV

CONSULTANT'S GENERAL RESPONSIBILITIES:

A. For all Services performed by the Consultant under this Agreement, the Consultant shall be responsible for the following obligations:

1. Furnish all labor materials, equipment, supplies, transportation, and incidentals necessary to perform the Services. The Consultant represents that it is adequately staffed, properly qualified, and suitably equipped to perform the Services in a timely manner. The Consultant shall perform all Services: (a) in conformance with the terms of this Agreement; (b) in compliance with applicable laws, rules, and regulations; and (c) with the degree of care, skill, and diligence ordinarily exercised by professional engineering firms performing services of a similar nature.

2. Prepare the Work Estimate (Special Attachment No. 5 / Exhibit B-1 form) and submit to the LPA for initial review, after which the LPA will forward to KDOT's Bureau of Local Projects (BLP) for review. The Work Estimate will identify the Consultant's personnel working on the Project, the hourly rates for the Consultant's personnel, the estimated hours for Services, and the Consultant's estimated total cost for the Services. KDOT's BLP, the LPA, and the Consultant will negotiate the upper limit of compensation the Secretary may pay for the Services, including the net fee amount. KDOT's BLP will approve the upper limit of compensation in writing on the Work Estimate.

3. Special Attachment No. 5 / Exhibit B-1 - Work Estimate Form, will be completed and signed by the Parties, when the Parties have agreed upon the itemized and specific details of the particular Services to be performed (including deliverables of the Consultant, schedule, and price for Services),

subject to the LPA's concurrence. Before the Work Estimate is finalized, the Consultant shall submit current indirect cost and tax clearance forms (Special Attachments No. 6 and 7).

4. When the Work Estimate (as finalized and signed by the Parties) specifies the Services, assign employees as inspectors to the Project: (a) who are properly trained and KDOT-certified in the type of Service being performed; (b) who have field experience in the Service being performed; and (c) who are able to correctly perform the Services in a timely manner.

5. Follow Quality Assurance Procedures as set forth in the KDOT Construction Manual in checking or testing equipment the Consultant will use to perform its Services. The Consultant shall conduct this checking or testing before use of the equipment on the Project.

6. Documentation and Deliverables:

a. Reports and other technical data collected, recorded, or prepared by the Consultant shall be maintained in form and substance, as well as in formats (electronic or otherwise), approved by KDOT.

b. Consultant personnel shall perform Services and maintain Reports, records, and other Documents in an accurate and timely fashion. Consultant personnel shall record, submit, and process such Reports, records, and Documents on a current basis.

c. Consultant personnel shall neither allow nor accept any inspection, sampling, or testing of materials from any individual without first confirming such individual is currently qualified by KDOT to perform such inspection, sampling, or testing. No inspection, sampling, or testing will be attributed to any individual unless such individual actually performed such inspection, sampling, or testing. No test results shall be accepted unless the test results are submitted in writing with the name of the technician and the technician ID number along with the expiration date of the technician's certification.

B. The Consultant shall perform its inspection Services in conformity with all the terms, conditions, plans, and specifications of the applicable Construction Contract.

C. The Consultant shall have sole responsibility for the adequacy and accuracy of Reports, technical data, and all other Services. The Secretary's performance under this Agreement is not intended to fulfill the Consultant's obligations under this Agreement.

ARTICLE V

A. CONTRACT ADMINISTRATION AND AUTHORITY

1. The KDOT Area Engineer will designate a KDOT representative to monitor, oversee, and coordinate the Consultant's Services. The Consultant shall communicate and coordinate its Services with the KDOT representative. KDOT's monitoring, oversight, and coordination of the Consultant's Services is not an undertaking of the Consultant's duty to provide adequate and accurate Services but rather to fulfill the Secretary's obligations.

2. The Consultant will provide progress reports to the KDOT representative.

3. The KDOT representative will make decisions regarding changes in the work, unacceptable work, unauthorized work, defective work, and the Consultant's compliance with all federal, state, and local laws, regulations, and ordinances.

4. The KDOT representative may suspend all or part of the Project for the Contractor's failure to comply with the Construction Contract, because of unsafe site conditions, or because of unsafe work practices.

5. Consultant personnel shall not act as the Contractor's superintendent or foreman.

6. Consultant personnel shall not issue instructions contrary to the Construction Contract.

7. The KDOT District Engineer or KDOT Area Engineer may order the Consultant to remove from the Project any personnel of the Consultant who are unable to perform Services in a competent or timely manner.

8. Consultant personnel shall communicate and coordinate the Services with the KDOT representative. Consultant personnel shall transmit all Reports, documentation, and paperwork to the KDOT representative.

9. For Projects in which the Consultant furnishes all inspection, sampling, and testing for a Project, the Consultant shall furnish and designate a Project Manager or Chief Inspector as well as other inspection personnel or technicians to inspect, sample, and test materials and workmanship under the Construction Contract. For such Projects, the Project Manager/Chief Inspector shall:

a. Supervise all Consultant personnel and Services and shall act as a liaison among the Contractor, Consultant, the LPA, and KDOT.

b. Have the responsibility and authority to reject unacceptable work, including unacceptable materials, until the KDOT representative resolves any questions or disputes.

c. Have the authority to suspend all or part of the Contractor's work on a Project because of unsafe site conditions or unsafe work practices.

d. Provide guidance in interpreting Contract Documents and refer issues of interpretation to the KDOT representative.

e. The Project Manager/Chief Inspector shall not alter or waive Construction Contract provisions. If a controversy arises, the Project Manager shall notify the KDOT representative without delay.

f. The Project Manager/Chief Inspector shall transmit to the Contractor the orders and instructions of the KDOT representative. If the Project Manager/Chief Inspector is unavailable and the matter needs prompt attention, the KDOT representative will transmit to the Contractor such orders or instructions and then notify the Project Manager of the situation.

B. THIRD PARTIES

1. If the Project work requires contact or coordination with third parties, then KDOT will contact and, if necessary, coordinate activities with third parties, such as affected local, state, and federal agencies; the general public; utilities; private consultants; businesses; and contractors.

2. The Consultant shall cooperate fully with KDOT, the LPA, local agencies, state agencies, federal agencies, including the FHWA, the general public, utilities, private consultants, businesses, and contractors. The Consultant recognizes that its actions or inactions may adversely impact or affect KDOT as well as other third parties, including but not limited to other consultants in plan development, any Contractor on the Construction Project, public utilities, private utilities, public landowners, private landowners, or others. The Consultant shall do, or require to be done, all things reasonably necessary to: (a) avoid or mitigate unavoidable delays, costs, losses, or damages which may arise out of, be caused by or attributed to, the Consultant's actions or inactions in performance of Services under this Agreement; and (b) effectively coordinate with KDOT and third parties so as to enable KDOT to implement the Project in a timely and cost-effective manner.

C. CONSTRUCTION CONTRACT PERFORMANCE

1. At the Secretary's request, the Consultant shall attend conferences or meetings that occur during performance of a Construction Contract, including but not limited to, pre-construction conferences held with potential bidders and other third parties interested in or involved in the Project. The Secretary may hold such conferences/meetings to discuss the Consultant's Services, the Contractor's operations, third parties' concerns, or other relevant Project or Construction Contract issues. KDOT may hold a close-out conference with the Consultant to evaluate the Consultant's performance.

2. The Consultant shall require its KDOT-certified inspectors and technicians to be present on the Project any time the Contractor performs work requiring inspection, sampling, or testing under the Construction Contract.

D. TERM AND TERMINATION OF AGREEMENT

1. Unless terminated sooner under Article V.D.2. or V.D.3., **the term of this Agreement shall be four (4) years from the Effective Date with the Secretary's option to extend the term of the Agreement for an additional twelve (12) months**. Any written communication from the Secretary or the Secretary's designee may serve as notification to the Consultant that the option is being exercised and will automatically extend the term of this Agreement for an additional twelve (12) months. No supplemental agreement will be required to exercise the extension.

2. The Secretary may terminate this Agreement, in whole or in part, upon ten (10) days advance written notice delivered to the Consultant.

a. If the Secretary terminates this Agreement in whole or in part, for the Secretary's own convenience, then the Secretary will pay the Consultant the Consultant's costs incurred before the termination date as Article VI provides.

b. If the Secretary terminates this Agreement, in whole or in part, because of the Consultant's failure to comply with its contract obligations or because of the Consultant's negligent acts, errors, or omissions, then the Secretary will pay the Consultant the reasonable value of Services performed before the termination date.

3. The Consultant may terminate a Work Estimate Form upon ten (10) days advance written notice delivered to the KDOT District Engineer. The Consultant may terminate this Agreement upon ten (10) days advance written notice to the Secretary and delivered to KDOT's Bureau of Local Projects.

4. The Secretary or the Consultant may terminate this Agreement with or without cause, such as a claim of breach under the terms of this section. Termination, in any case, does not prevent the Secretary from recovering damages for the Consultant's failure to comply with its obligations under this Agreement or for the Consultant's negligent acts, errors, or omissions (see, Article VII.F.) or prevent the Consultant from seeking payment for additional Services under Article VI.B.

5. Regardless of which Party terminates this Agreement, the Secretary may require the Consultant to complete some of the remaining Services. The Consultant's obligations to perform shall not end until such Services are completed.

ARTICLE VI

A. BASIS OF PAYMENT

1. Subject to the upper limit of compensation (Article VI.A.4.), disallowed costs (Article VI.A.8.) applicable to each Work Estimate for each Project, sums withheld for liquidated damages (Article VI.A.11.), and the total compensation limit (Article VI.A.5.), the Secretary will pay the Consultant its employee's base rate for the hours the employee performed Services (labor subtotal) on a Project, plus agreed-upon net fee amount and overhead rates. Additionally, the Secretary will pay the Consultant its other direct costs expended on the Project, such as contract labor, approved subcontractor/subconsultant costs, equipment costs, transportation costs, lodging costs, and meal expenses.

2. The Consultant shall submit its overhead rate within seventy-five (75) days after the Consultant's fiscal year ends. The Secretary may audit the Consultant's overhead rate yearly. The Secretary may require the Consultant to provide certified financial statements or other documents substantiating the Consultant's overhead rates. If the overhead rate increases or decreases, then the Secretary may adjust previous payments to reflect the actual overhead rate for the relevant fiscal year.

3. Subject to the upper limit of compensation (Article VI.A.4) and the total compensation limit (Article VI.A.5.), the Secretary will pay for additional Services according to Article VI.B. The Secretary will not pay the Consultant for any costs the Consultant incurred because of the Consultant's negligent acts, errors, or omissions or because of the Consultant's failure to comply with its obligations under this Agreement.

4. Initially, the Parties shall identify the upper limit of compensation on the Work Estimate. The Parties may thereafter adjust the upper limit of compensation through a revised Work Estimate, CMS Change Order, or Supplemental Agreement. The Consultant shall notify the KDOT District Engineer, and the LPA before the Consultant's Services exceed the upper limit of compensation so the Parties may consider an adjustment. The Secretary has no obligation to pay costs that exceed the

upper limit of compensation unless and until any adjustment thereof is agreed in writing between the Parties.

5. During the term of this Agreement, the total compensation for Services performed by the Consultant shall not exceed two million dollars ($2,000,000.00) per KDOT District Area (https://www.ksdot.org/district_areas.asp). In the event that Services provided by the Consultant exceed the limit of two million dollars ($2,000,000.00) in a district, the Secretary will pay any outstanding invoices, subject to the Secretary's review and approval process, and the Consultant will receive no further requests for Services within that district during the term of this Agreement.

6. To initiate payment for Services, the Consultant shall complete and submit to the KDOT District Engineer an itemized billing on KDOT's Payment Request Form (Special Attachment No. 5A) or other document the KDOT District Engineer approves. Consultant agrees to provide the LPA with a status of expenditures by sending the LPA a copy of each Payment Request Form submitted to KDOT for payment. The LPA copy will be marked "For Information Only." The Consultant shall not submit a billing more frequently than once a month or for less than five hundred dollars ($500.00). For each billing cycle for each Work Estimate the Consultant shall:

a. Submit payroll documentation identifying all tasks and employees that worked on such tasks for the Project during that billing period, all hours each of these employees worked, the rate of pay for each of these employees, and all monies paid to each of these employees;

b. Show net fee applied; and

c. Itemize the direct expenses and provide adequate supporting documentation.

In cases where the Consultant submits billings which include costs incurred by a subconsultant, the same requirements of subparagraphs (a) through (c) above will apply.

7. The Secretary will pay for the Services within thirty (30) days after receiving, reviewing, and generally approving the Consultant's itemized billing and accompanying documentation that Article VI.A.6. and Special Attachment No. 6 requires. This approval does not prevent the Secretary from adjusting a previous payment(s) for disallowed costs (Article VI.A.8.) discovered after the Secretary has made that payment.

8. The Consultant shall incur and invoice its costs in conformity with generally accepted accounting principles and the cost principles established in the Federal-Aid Policy Guide and the Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 CFR § 31.000, *et seq*.). The Secretary will not pay for disallowed costs. Disallowed costs include costs the Secretary determines are unreasonable, not actually incurred, caused by the Consultant's failure to comply with its obligations under this Agreement, caused by the Consultant's negligent acts, errors, or omissions, or otherwise unallowable. The Consultant shall reimburse the Secretary if the Secretary previously paid any disallowed costs.

9. For Services performed pursuant to each Work Estimate, accumulated partial payments on each Work Estimate shall not exceed ninety-five percent (95%) of the upper limit of compensation for that Work Estimate.

10. The Consultant shall submit its final invoice for final payment on each Work Estimate following completion of Services on that Work Estimate, but no later than one hundred eighty (180) days from completion of such Services. The Consultant shall clearly designate and label such invoice as “final” to enable KDOT to proceed to close out such Work Estimate in accordance with its own internal procedures.

11. The Secretary will make final payment for each Work Estimate within ninety (90) days after the Secretary or the Secretary’s representative completes a final audit of the Project to which the Work Estimate relates (See, Article VII.B), withholding the retainage specified in Article VI.A.12. The Consultant will not have completed its Services until the Consultant has completed and returned all records, Reports, and other such documents this Agreement requires. If the Consultant fails to complete and return all such documents to the KDOT District Engineer, then the Consultant shall owe the Secretary liquidated damages of five hundred dollars ($500.00) which shall be withheld from final payment.

12. Once the Consultant has earned ninety-five percent (95%) of the upper limit of compensation on the Work Estimate, the Secretary will withhold as retainage one percent (1%) of the upper limit or five hundred dollars ($500.00), whichever is greater. The Secretary will hold the retainage until the Secretary or the Secretary’s authorized representative has performed a final audit of the Consultant’s Services. The Secretary will make final payment, if any, within ninety (90) days after KDOT completes the final audit. If the Consultant owes the Secretary no money after audit, the final payment will equal the retainage. However, if the final audit reveals the Consultant owes the Secretary money, the Secretary will apply the retainage to the amount owed before paying the Consultant any remaining funds. The amount owed to the Secretary may include liquidated damages under Article VI.A.11, overpayments, or other sums. If the retainage is insufficient to pay the amount owed, then the Secretary will issue a notice of deficiency, demanding that the Consultant pay the balance owed. The Consultant then shall pay the balance owed promptly after receiving notice of the deficiency. The Secretary will consider no claim for additional compensation submitted after KDOT has completed the final audit.

B. CHANGE IN SERVICES

1. The KDOT Area Engineer may change the Consultant’s Services by increasing, decreasing, or otherwise modifying the Services this Agreement requires.

2. The Consultant may request payment for increased or modified Services as additional Services by written request to the KDOT Area Engineer with copy to the LPA. No additional payment will be made to the extent additional Services were caused by the Consultant’s breach of its contract obligations or the Consultant’s negligent acts, errors, or omissions. If the Secretary determines the additional Services are reasonable and necessary, then the Secretary may authorize payment for these additional Services and increase the upper limit of compensation if necessary to compensate for the additional Services. Such increases may include adding structures, increasing the Construction Contract scope, increasing Project termini, or changing the duration of Services, among others.

3. If the KDOT Area Engineer decreases the Services or decreases the expected duration of Services, then the Consultant shall have no claim for additional compensation. Such decreases may include eliminating structures, decreasing the Construction Project scope, decreasing Construction Project termini, or changing the duration of Services, among others.

4. For changes in Services, The Consultant will prepare a revised Work Estimate and submit to the KDOT representative, with a copy to the LPA.

5. If the KDOT Area Engineer denies additional compensation for additional Services, in whole or in part, the Consultant may appeal this denial to the Deputy Secretary of Transportation/State Transportation Engineer. The State Transportation Engineer's decision represents KDOT final agency action under the Kansas Judicial Review Act (KJRA), K.S.A. § 77-601, *et seq.*

ARTICLE VII

A. OWNERSHIP OF DOCUMENTS

1. Upon completion or termination of Services described in any Work Estimate, the Consultant shall furnish to the KDOT Area Engineer all Documents KDOT provided to the Consultant for such Services.

2. Upon completion or termination of Services for which the Secretary retains the Consultant under a Work Estimate, the Consultant shall furnish to the KDOT Area Engineer all original Documents and Reports the Consultant compiled and prepared in performing such Services.

3. Any Documents, procedures, specifications, engineering calculations, information, Reports, or any other work products developed by the Consultant as deliverables to KDOT as part of the Services performed and paid for under this Agreement shall become the property of KDOT, but the Consultant shall have the right to retain copies for its own internal recordkeeping and for the purposes of performing Services under a Work Estimate for a Project.

4. With regard to software and systems used in the performance of Services but which are (1) neither developed under this Agreement nor originally obtained from or through KDOT, and (2) expressly designated in this Agreement as proprietary to the Consultant, its subconsultants or third parties, the Consultant (or such designated subconsultant or third party, as the case may be, retains ownership rights to such proprietary software or systems and the Consultant shall grant to or obtain for KDOT a non-exclusive, royalty-free license for KDOT to use such software and systems for the Project and the construction and maintenance of, as well as future improvements to, the Project.

5. Upon completion or termination of Services and at the Secretary's request, the Consultant shall furnish to the KDOT Area Engineer copies of all correspondence, memoranda, instructions, receipts, invoices, e-mails, and any other Documents pertaining to such Services and the Project. These Documents are KDOT's property.

6. Any or all Services performed under this Agreement may result in the Consultant using Documents (such as reports, surveys, schedules, lists, or data) the Secretary's authorized representatives prepared, compiled, or collected that are use restricted pursuant to 23 U.S.C. § 409. Such Documents are watermarked "Use Restricted 23 U.S.C. § 409," providing the Secretary with an evidentiary privilege that only counsel for KDOT may assert in litigation against KDOT. The Consultant shall use these watermarked Documents only to perform Services on the Project. The Consultant shall not remove or otherwise damage the 23 U.S.C. § 409 watermark. The requirements of this paragraph shall be included by the Consultant in its subconsultant agreements, if any, for the

performance of any Services. A watermarked document for the Consultant's use is attached as Special Attachment No. 13.

7. The final work product of the Consultant's Services furnished to KDOT as a deliverable under Work Estimate issued pursuant to this Agreement shall be solely for KDOT's use for the Project, unless it is the Secretary's intention to use such final work product on multiple projects. If KDOT subsequently alters or changes the final work product of Consultant for another purpose or use for a different project, then KDOT, not the Consultant, assumes responsibility for any such changed or altered work product.

B. ACCESS TO RECORDS; AUDITS

1. The Consultant shall keep all Project Documents arising out of or related to performance of Services under each Work Estimate for a five-year retention period beginning with the Consultant's final payment date for such Work Estimate. The final payment date is the voucher date on the Secretary's last payment to the Consultant under the Work Estimate. This final payment occurs after the Consultant submits its request for final payment and KDOT has completed the final audit. The Consultant shall make all Documents available at the Consultant's principal office.

2. The Secretary, FHWA, the LPA, or all, may inspect and review all Documents pertaining to the Consultant's Services during the Consultant's performance and the five-year retention period.

3. The Consultant shall maintain all cost documentation according to generally accepted accounting principles and the cost principles contained in Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 C.F.R. § 31.000, *et seq*.).

4. Within three (3) years after the Consultant has submitted its invoice for final payment on Work Estimate for a Project, having completed its Services on the Work Estimate Form, the Secretary or the Secretary's authorized representatives may perform a final audit of the Consultant's costs conducted according to generally accepted governmental auditing standards and in compliance with cost principles contained in Code of Federal Regulations, Title 48, Chapter 1, Subchapter E, Part 31 (48 C.F.R. § 31.000, *et seq*.). Without limitation, the auditors may determine whether costs incurred were actual and necessary, reasonable, allowable, and in compliance with regulations and whether the compensation did not exceed the applicable upper limit of compensation. The auditors may review all subconsultant records and costs, if any, as well. The Consultant shall reimburse the Secretary for overpayments.

5. The Consultant shall include the provisions of Articles VII.B.1—B.4. above in all subconsultant agreements, if any.

C. AGREEMENT ITEMS

1. This Agreement includes the items referenced in Article II.A.

2. The Exhibits and Attachments identified below are essential parts of and incorporated into this Agreement. The Consultant shall complete and sign where indicated. The exhibits and attachments are:

☒ Exhibit A: General Scope of Services, which may be requested

☒ Exhibit B: Selection List

☒ Special Attachment No. 1: Electronic Data Interchange Agreement (to be signed by the Consultant)

☒ Special Attachment No. 1A: Certification of Consultant/Certification of the State Transportation Engineer (to be completed and signed by the Consultant and State Transportation Engineer)

☒ Special Attachment No. 2: Civil Rights Attachment (Rev. 09/2017)

☒ Special Attachment No. 3: Contractual Provisions Attachment (Form DA-146a) (Rev. 07/2019)

☒ Special Attachment No. 4: Listing of KDOT Certified Inspectors

☒ Special Attachment No. 5: Work Estimate Form / Exhibit B-1

☒ Special Attachment No. 5A: Example Billing (Sample Format)

☒ Special Attachment No. 6: Certification of Final Indirect Cost

☒ Special Attachment No. 7: Tax Clearance Certificate

☒ Special Attachment No. 8: Certificate of Compliance with K.S.A. § 46-239(c)

☒ Special Attachment No. 9: Policy Regarding Sexual Harassment

☒ Special Attachment No. 10: Certification Against Federal Lobbying (Projects with Federal aid over $100K)

☒ Special Attachment No. 11: Certification Against Boycott of Israel (All projects over $100K)

☒ Special Attachment No. 12: Certification by Prospective Participants Regarding Debarment

☒ Special Attachment No. 13: 23 U.S.C. § 409 Restricted Use Watermark

3. No Party may alter or amend this Agreement except by a revised Work Estimate, CMS Change Order, or Supplemental Agreement evidencing written agreement between the Parties for such alteration or amendment.

D. LEGAL RELATIONS

1. The Consultant shall observe and comply with all applicable federal, state, and local laws, ordinances, and regulations.

2. This Agreement binds the Parties and the Parties' successors and assigns. The Consultant shall not assign any part of this Agreement without the prior written permission of the Secretary. Notwithstanding any other provision of this Agreement, the Consultant shall not subcontract any part of the Services without prior written approval by the Secretary.

3. This Agreement creates no third-party beneficiaries.

4. In the event any disagreement, dispute or claim of the Consultant arising out of or in connection with the Consultant's performance of this Agreement, the Consultant shall make written request to the KDOT District Engineer to review the matter. If dissatisfied with the review and decision of the KDOT District Engineer, then the Consultant may appeal, in writing, to the Deputy Secretary of Transportation/State Transportation Engineer within fifteen (15) calendar days of receipt of the decision of the KDOT District Engineer. The State Transportation Engineer's decision represents KDOT final agency action under the Kansas Judicial Review Act (KJRA), K.S.A. § 77-601, *et seq.*

E. WORKERS' COMPENSATION AND OTHER EMPLOYEE PROVISIONS

1. The Consultant shall pay unemployment insurance, workers' compensation, Social Security taxes, and other taxes or payroll deductions State and Federal law require for the Consultant's employees who are performing Services under this Agreement.

F. ERRORS AND OMISSIONS; INDEMNIFICATION; INSURANCE

1. The Consultant shall promptly correct, without additional compensation, the Consultant's failure to perform its obligations under this Agreement. The Consultant shall promptly correct its negligent acts, errors, or omissions without additional compensation. If the Services affect a third party, then the Consultant shall perform corrections in a manner that minimizes delay to the third party and other damages.

2. The Consultant shall pay for or reimburse the Secretary for damages and costs the Secretary has incurred or will incur, because the Consultant failed to comply with its obligations under this Agreement. These damages include personal injury to KDOT employees, damage to KDOT property, and economic loss whether the economic loss arises in contract, tort, or equity. Economic loss encompasses direct and consequential damages Kansas law permits the Secretary to recover, including monies the Secretary pays or owes to construction Contractors, monies the Secretary pays or owes to consulting firms, delay damages, or other damages arising from the Consultant's failure to comply with its obligations. This Agreement does not authorize third parties to seek recovery as third-party beneficiaries of this Agreement or in any other capacity.

3. The Consultant shall pay for, or reimburse the Secretary for, damages and costs the Secretary has incurred or will incur, because of the Consultant's negligent acts, errors, or omissions arising out of or in connection with the Consultant's performance of this Agreement. These damages include personal injury to KDOT employees, damage to KDOT property, and economic loss whether the economic loss arises in contract, tort, or equity. Economic loss encompasses direct and consequential damages Kansas law permits the Secretary to recover, including monies the Secretary pays or owes to construction Contractors, monies the Secretary pays or owes to consulting firms, delay damages, or other damages arising from the Consultant's negligent acts, errors, or omissions.

4. To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq*.) as applicable, the Consultant shall hold the Secretary and the LPA and their authorized representatives harmless from and indemnify these persons for all claims, suits, damages, and costs resulting from the Consultant's failure to comply with its obligations under this Agreement, resulting from the Consultant's negligent acts, errors, or omissions in performing its Services, or all of the above. The Consultant shall have no obligation to hold the Secretary, the LPA, or their authorized representatives harmless from and indemnify these persons for their own negligence.

5. For the life of this Agreement, the Consultant shall maintain professional liability insurance to cover the Consultant's performance of Services. If it becomes apparent that the coverage maintained is inadequate, then the Secretary reserves the right to require the Consultant to increase the scope of coverage, the amount of coverage, or both, to the extent commercially reasonable and available. The Consultant shall require subconsultants, if any, and other Consultant-retained personnel or agents to carry professional liability insurance as well, if such insurance is available.

6. Nothing in Article VII.F. will be construed to mean the Consultant is waiving any rights or defenses the Consultant has under Kansas law.

G. CONFLICT OF INTEREST

1. The Consultant warrants it has no public or private interest and shall not acquire (directly or indirectly) any such interest, which would conflict with the Services performed under this Agreement.

2. On any Project for which the Consultant is engaged to perform Services by the Secretary, the Consultant shall perform no design, engineering, or associated technical services for an entity other than KDOT.

3. The Consultant shall not hire persons in KDOT's employment to provide Services under this Agreement without the Secretary's prior written permission.

H. REPRESENTATION OF AUTHORITY; SEVERABILITY

1. In signing this Agreement, the Parties and the individual person signing on behalf of each Party represent that the person signing is duly authorized, having the authority and capacity to execute and legally bind each respective entity to this Agreement.

2. 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.

NOW THEREFORE, the Parties cause their duly authorized representatives to enter into this Agreement.

Wilson & Company, Inc., Engineers & Architects

By: Nicholas Thomas 8/29/2022
(Signature) (Date)

Name: Nicholas Thomas
(Printed)

Title: Vice President

Kansas Department of Transportation
Secretary of Transportation

Burt Morey, P.E. Digitally signed by Burt Morey, P.E.
DN: C=US, E=burt.morey@ks.gov, O=Kansas Department of Transportation, CN="Burt Morey, P.E."
Date: 2022.09.01 17:35:19-05'00'

By:____________________________________

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

Approved as to form:

Form Approved
By HDA 08.30.2022
Legal Dept. KDOT

Exhibit A

General Scope of Services
For As-Needed Inspection

The Consultant may be required to perform the following, and other similar, Services:

1. Grading inspection
2. Structures inspection
3. Hot mixt inspection (plant and/or road)
4. Concrete pavement inspection (plant and/or road)
5. Construction Staking
6. Sampling and testing of materials
7. Contract documentation/recordkeeping
8. Traffic control inspection
9. Seeding inspection
10. Environmental inspections
11. Other inspections

EXHIBIT B: Selection List

KDOT Bureau of Local Projects On-Call LPA Inspection Services List by District

2023-2026

District 1	District 2	District 3	District 4	District 5	District 6
Bartlett & West	Benesch	Bartlett & West	Benesch	Bartlett & West	Earles
Benesch	BG Consultants	Benesch	BG Consultants	Benesch	Garver
BG Consultants	CFS	Earles	BHC	BG Consultants	GBA
Brungardt Honomichi and Co (BHC)	Earles	Garver	CFS	CFS	Kaw Valley
Cook, Flatt, and Strobel Engrs (CFS)	Garver	GBA	Garver	Driggs Design Group	Kirkham Michael
Finney & Turnipseed	GBA	Kirkham Michael	GBA	Earles	PEC
Garver	Kaw Valley	PEC	Kaw Valley	Garver	Penco
George Butler Assoc (GBA)	Kirkham Michael	Penco	Kirkham Michael	GBA	Schwab Eaton
Kaw Valley Engineering	Lochner	Schwab Eaton	Lochner	Kaw Valley	TranSystems
Kirkham Michael	MHS	Wilson & Co	MHS	Kirkham Michael	Wilson & Co
Lochner	Olsson		Olsson	Lochner	
McAfee Henderson Solutions (MHS)	PEC		PEC	MHS	
Olsson	Schwab Eaton		Schwab Eaton	Olsson	
Professional Engineering Consultants (PEC)	TranSystems		TranSystems	PEC	
Pfefferkorn	Wilson & Co		Wilson & Co	Schwab Eaton	
Renaissance Infrastructure Consulting (RIC)				Terracon	
Schwab Eaton				Transystems	
Terracon				Wilson & Co	
TranSystems					
Wilson & Co					

Special Attachment No. 1

Electronic Data Interchange Attachment
Kansas Department of Transportation

The Secretary and the Consultant desire to process engineering services payments and supplemental agreements to existing engineering services agreements through electronic data interchange (EDI) to receive the benefits of faster payment and processing of supplemental proposals so as to eliminate duplication of effort and time. In consideration of the premises and covenants herein contained, the parties hereto agree as follows effective the date of the Agreement:

1. . The Consultant agrees to use an EDI provider approved by the Secretary, to send and receive data files between the Secretary and the Consultant.

2. The Consultant agrees to use the Kansas Department of Transportation's Construction Management System (CMS) as the standard for EDI transactions. The Consultant agrees to use the CMS Manual for Design Consultants in processing pay vouchers and change orders. The Consultant acknowledges that supplemental agreements will be submitted as a change order in CMS. The Consultant agrees to use the Secretary's project number and CMS contract number on all EDI transactions and correspondence.

3. The Consultant agrees to have accepted the EDI pay voucher when the Secreta1y has issued a finalized CMS pay voucher.

4. The Consultant agrees that the acceptance period for a change order is as follows: The acceptance period will be the period of seven (7) working days after the finalized change order has been transmitted to the Consultant in order for the Consultant to review the change order. If the Consultant detects any errors or omissions during this period, the Consultant will make known to the Secretary the same. At the end of the acceptance period, the Consultant is deemed to have accepted the change order. Problems with the CMS change order detected after the end of the acceptance period will be resolved by the Secretary.

5. The Consultant agrees that progress reports are to be submitted electronically on a monthly basis. The Consultant agrees that the progress repotts will be transmitted monthly, no later than the 24th of each month, the date established by the Secretary.

6. The Consultant agrees to maintain all data, proposals and all documents needed for pay vouchers and change orders for a period of five (5) years after completion of this Agreement. The Consultant will make available for audit, as requested by the Secretary, any such information, whether in an electronic format or on paper.

7. The Consultant certifies by signing this EDI attachment that all requests for payment are for actual work performed based on actual cost.

IN WITNESS WHEREOF, the Consultant has caused this EDI attachment to be signed by his duly authorized officer.

Consulting Firm: Wilson & Company, Inc., Engineers & Architects

By: Nicholas Thomas 8/29/2022
Nicholas Thomas

Title: Vice President

CERTIFICATION

CERTIFICATION OF CONSULTANT

I hereby certify that I am ~~the~~ an officer and duly authorized representative of the firm of Wilson & Company, Inc., Engineers & Architects, whose address is 1700 E. Iron Avenue, Salina, KS, 67401 and that neither I nor the above firm I here represent has:

(a) employed or retained for the commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,
(b) agreed, as an express or implied condition for obtaining this agreement, to employ or retain the services of any firm or person in connection with carrying out this agreement, or
(c) paid, or agreed to pay, to any firm, organization of persons (other than a bonafide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Secretary of the Kansas Department of Transportation in connection with this agreement and is subject to applicable state and federal laws, both criminal and civil.

8/29/2022
(Date)

Nicholas Thomas
(Signature)

CERTIFICATION OF THE DEPUTY SECRETARY AND STATE TRANSPORTATION ENGINEER

I hereby certify that I am the Deputy Secretary and State Transportation Engineer of the State of Kansas and that the above Consultant or his representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to

(a) employ or retain, or agree to employ or retain, any firm or person, or
(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the above referenced firm in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

Kansas Department of Transportation
Secretary of Transportation

Burt Morey, P.E.
Digitally signed by Burt Morey, P.E.
DN: C=US, E=burt.morey@ks.gov, O=Kansas Department of Transportation, CN="Burt Morey, P.E."
Date: 2022.09.01 17:35:35-05'00'

(Date)

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

Form Approved
By HDA 08.30.2022
Legal Dept. KDOT

Revised 4-25-2000

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)

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

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 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.

Special Attachment No. 4

Updated: 03-Jun-19 09:06 AM

Listing of Inspection Staff for As-Needed Agreement for Engineering and Technical Services for LPA Projects

The following list of personnel are available to perform the work on Project As-Needed when required.

Certification and Expiration Dates

Name	Cert. No.	INSPECTION BI	API	CPI	STR	PDI	DSI	CSW	TESTING AGF	AGL	ACI CF	HCP	PO	SF	SOF	NUC	QC/QA ASPHALT	QC/QA CONCRETE/CTB
Evans, Michael	1567	2/26	2/26	2/26	2/26	2/27	1/27	9/23	12/24		11/24			2/27	5/26	5/26		
Glavin, Jacob	4608	2/26	2/26	2/26	2/26						3/26							
Guenther, Kyle	4438	1/24	1/24	1/24	1/24			3/23										
Hemel, Kegan	6099	12/24	12/24	12/24	12/24			3/23	1/25					12/23		3/23	1/25	
Janda, Skyler	5526	1/25	1/25	1/25	1/25	3/27		4/25	2/26		4/26		6/27	3/27	4/27	11/24	5/27	3/26
Kauss, Garrett	5071	4/27	4/27	4/27	4/27							1/24			12/23			
Keeler, Patrick	3015	1/26	1/26	1/26	1/26	12/26		5/23	1/26		2/26	4/27	12/26	2/27	4/26	2/26	1/27	3/27
MChesney, Clinton	4432	1/24	1/24	1/24	1/24	5/27	2/23	5/23	4/26		2/24		3/26		12/24	2/24	3/26	1/25
McKnight, Hannah	5789	4/26	4/26	4/26	4/26						5/27							
O'Hare, Connor	6055	4/27	4/27	4/27	4/27						5/27							
O'Hare, Michel	5505	1/25	1/25	1/25	1/25	2/25		2/25	11/24		11/24					1/25		
Reed, Jeff	1061	2/26	1/26	1/26	1/26	1/27		3/26	3/24		11/24		2/27	2/27	5/26	1/26	2/24	1/26
Ruiz, Jose	5638	1026	3/26	3/27	4/27													
Schart, Adam	4056	3/23	3/23	3/23	3/23													

PDI = Pile Driving Inspection
DSI = Drilled Shaft Inspection
CSW = Construction Stormwater

WORK ESTIMATE FORM

Cost plus Net Fee

Work Scope Defined by Project Plans **Date** ________________

Consultant's Name ____________________________ Project No. ________________

Mailing Address ____________________________ County/City ________________

____________________________ Working Days ________________

Work Estimate No. ____________________________ CMS Contract No. ________________

Project Location ____

Name of Project Eng/Manager ________________ Phone Number ________________

Name of Chief Inspector ________________ Phone Number ________________

1. Pre-contruction prepartion	Eng(s) &/or Mang.	______	@	________	=	$0.00
	Techn(s)	______	@	________	=	$0.00
	Others(s)	______	@	________	=	$0.00
	Clerical	______	@	________	=	$0.00
Subtotal						$0.00
2. Field Inspection daily contract documents	Eng(s) &/or Mang.	______	@	$0.00	=	$0.00
	Techn(s)	______	@	$0.00	=	$0.00
	Others(s)	______	@	$0.00	=	$0.00
	Clerical	______	@	$0.00	=	$0.00
Subtotal						$0.00
3. On-site Testing	Eng(s) &/or Mang.	______	@	$0.00	=	$0.00
	Techn(s)	______	@	$0.00	=	$0.00
	Others(s)	______	@	$0.00	=	$0.00
	Clerical	______	@	$0.00	=	$0.00
Subtotal						$0.00
4. Surveying	Eng(s) &/or Mang.	______	@	$0.00	=	$0.00
	Techn(s)	______	@	$0.00	=	$0.00
	Others(s)	______	@	$0.00	=	$0.00
	Clerical	______	@	$0.00	=	$0.00
Subtotal						$0.00
5. Final Paper Prepartion	Eng(s) &/or Mang.	______	@	$0.00	=	$0.00
	Techn(s)	______	@	$0.00	=	$0.00
	Others(s)	______	@	$0.00	=	$0.00
	Clerical	______	@	$0.00	=	$0.00
Subtotal						$0.00
Total Direct Payroll Costs						$0.00

Summary Total Direct Payroll Costs

		Hours		Rate		Extension
	Eng(s) &/or Mang.	0	@	$0.00	=	$0.00
	Techn(s)	0	@	$0.00	=	$0.00
	Others(s)	0	@	$0.00	=	$0.00
	Clerical	0	@	$0.00	=	$0.00
Total Direct Payroll Costs						$0.00
B. Salary Related Overhead	________	%				$0.00
C. Total Payroll plus Overhead						$0.00
D. Net Fee						$0.00
E. Direct Expenses (Travel, Postage, Misc.)						
		Days				
	Per Diem & Subsistence	______	@	________	=	$0.00
	Mileage	miles		$0.00/mile		
	Auto	______	@	________		$0.00
	Pickup	______	@	________		$0.00
	Postage	______	@	________		$0.00
	Testing Laboratory or Consulting Firm to Assist (Name of Lab or Firm) (Details Needed)	______	@	________		$0.00
	Equipment Rental (Details $500 +)	______	@	________		$0.00
Total Other Direct Expenses						$0.00
TOTAL COST PLUS NET FEE ESTIMATE						$0.00

Consultant Representative ______________________________ Date __________

LPA Authorized Repesentative ______________________________ Date __________

Approving KDOT Representative ______________________________ Date __________

"Example Billing - Cost Plus Net Fee Agreement"
Construction Engineering

Detailed itemized Statement of Amount being Claimed by Consultant

Date 09-30-2001
Project No. 109 C-0000-01
For services from August 1, 2001 through August 31, 2001
Billing Statement No. 1

A. Direct Payroll

Employee	Title	Hours	Rate	Extension	Totals
Ron Roads	Engineer	20	$18.00	$ 360.00	
Bill Bridges	Technician	100	$15.00	$1,500.00	
Carla Curbs	Technician	30	$12.00	$ 360.00	
Mary Median	Clerical	10	$ 9.00	$ 90.00	
				$2,310.00	

B.	**Salary Related and General Overhead @ 100.00 % =**	**$2,310.00**	
C.	**Total Payroll plus Overhead (A + B)**		**$4,620.00**
D.	**Net Fee**		**$460.00**
E.	**Total Direct Payroll, Overhead and Net Fee (C + D)**		**$5,080.00**

F. Direct Expenses

Per Diem & Subsistence			
Bill Bridges	10 days @ $50/Day	$500.00	
Carla Curbs	3 days @ $50/Day	$150.00	
		$650.00	
Mileage			
Auto	500 miles @ $0.20/mile	$100.00	
Pickup	500 miles @ $0.20/mile	$100.00	
		$200.00	
Equipment Rental			
Nuclear Density Meter	15 hours @ $20/Day	$300.00	
Testing Laboratory (Rockshaker Testing Co., Inc.)	See Attachment with hours & costs	$420.00	
Total Direct Expenses			**$1,570.00**

G. TOTAL COST CLAIMED (E + F) **$6,650.00**

SIGNATURE

____________________________________ ________________

Company Representatives Name **Date**

Certification of Final Indirect Costs

Firm Name: Wilson & Company, Inc., Engineers & Architects

Indirect Cost Rate Proposal: 179.26%

Date of Proposal Preparation (mm/dd/yyyy): 8/25/2022

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 12/26/2020 to 12/31/2021

I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) *All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.*
2.) *This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.*

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature:

Name of Certifying Official (Print): Catherine E. Cochrane

Title: Controller

Date of Certification (mm/dd/yyyy): 8/25/2022

REQUIRED CONTRACT ATTACHMENT
TAX CLEARANCE CERTIFICATE

Consultants and Sub-Consultants are required obtain a current Tax Clearance Certificate from the Kansas Department of Revenue [KDOR]. The Tax Clearance Certificate contains a Transaction Number and a 90 day time period that need to be transcribed to this attachment (below) at the time of contract execution. The Tax Clearance process is a tax account review by KDOR to determine the Consultant's and Sub-Consultant's account is compliant with Kansas tax laws administered by the Director of Taxation. The Secretary will not execute this agreement if the Consultant and Sub-Consultant(s), as listed as Direct Expenses on the Special Attachment No. 6 – Consultant's Proposal or on an Exhibit B, are not listed below. The Bureau of Local Projects will verify the certification through the Transaction Number.

To obtain a Tax Clearance Certificate, the Consultant (or Sub-Consultant) shall complete an Application Form and submit it to KDOR. The Application Form can be completed and submitted online, by mail, or by fax. Application Forms are available at http://www.ksrevenue.org/taxclearance.html. After the Consultant (or Sub-Consultant) submits the Application Form, KDOR will provide the applicant a Transaction ID number and a certification time period. The Consultant (or Sub-Consultant) shall use the Transaction ID number to retrieve the Tax Clearance Certificate. Decisions on online applications are generally available the following business day.

If the Consultant (or Sub-Consultant) is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Application for Tax Clearance, the Consultant (or Sub-Consultant) shall call KDOR's Special Projects Team at 785-296-3199 to determine why KDOR failed to issue the Certificate.

Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not "clearance" for all types of taxes the state of Kansas may assess.

Tax Clearance Certificate Confirmation Number

	Firm Name	Transaction Number	Time Period (m/d/y - m/d/y)
Consultant	Wilson & Company, Inc., Eng. & Arch.	TJNF-CJ7A-8GNS	7/06/2022 - 10-04/2022
Sub-Consultant			
Sub-Consultant			
Sub-Consultant			
Sub-Consultant			
Sub-Consultant			

Kansas Department of Revenue

Laura Kelly, Governor
Mark A. Burghart, Secretary

www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Wilson and Company

DBA as Wilson and Company

ISSUE DATE
07/06/2022

TRANSACTION ID
TJNF-CJ7A-8GNS

CONFIRMATION NUMBER
C56F-6NSM-H6P6

TAX CLEARANCE VALID THROUGH 10/04/2022

Verification of this certificate can be obtained on our website, www.ksrevenue.org, or by calling the Kansas Department of Revenue at 785-296-3199

KANSAS DEPARTMENT OF TRANSPORTATION

SPECIAL ATTACHMENT

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c)

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

__________ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name ____________________________________

Business phone ____________________________________

Address (Street, City, State, Zip Code)

____

____

Purpose of Employment: ______________________________

Method of determining compensation: ____________________

or

X No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: Nicholas Thomas
Nicholas Thomas

Date: 8/29/2022

Contract/
Project No: As-Needed Agreement for Engineering and Technical Services for LPA Projects
(if applicable)

County: Districts 1, 2, 3, 4, 5, & 6
(if applicable)

Rev. 02/17/2015

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Wilson & Company, Inc., Engineers & Architects
Contractor Name (Type or Print)

By: Nicholas Thomas
Signature

Nicholas Thomas
Printed Name

Vice President
Title

8/29/2022
Date

REQUIRED CONTRACT PROVISION
CERTIFICATION - FEDERAL FUNDS - LOBBYING

Definitions

1. Designated Entity: An officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.
2. Federal Grant: An award of financial assistance by the federal government (Federal Aid Highway Program is considered a grant program).
3. Influencing (or attempt): Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant.
4. Person: An individual, corporation, company, association, authority, firm, partnership, society, State or local government.
5. Recipient: All contractors, subcontractors or subgrantees, at any tier, of the recipient of funds received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated federal funds to influence federal contracting. Under this new section no appropriated funds may be used by the recipient of a federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of $100,000.00. Submission of this certification is required for participation in this project by federal law. For each failure to file a civil penalty of not less than $10,000.00 and not more than $100,000.00 may be imposed.

Note: If funds other than appropriated federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401 "DISCLOSURE OF LOBBYING ACTIVITIES", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Local Projects.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this CERTIFICATION states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this CERTIFICATION submitted in regard to this contract.

The maker certifies that: No federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any federal grant or the extension, continuation, renewal, amendment or modification of any federal grant.

In the event that the maker subcontracts work in this contract, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

DATE: 8/29/2022

Wilson & Company, Inc., Engineers & Architects

BY: Nicholas Thomas
Nicholas Thomas, Vice President

3-23-00

CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than $100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

Nicholas Thomas Vice President
Signature, Title of Contractor

8/29/2022
Date

Nicholas Thomas
Printed

Wilson & Company, Inc., Engineers & Architects
Name of Company

Rev. 06.28.2018

Certification by Prospective Participants as to current history regarding debarment, eligibility, indictments, convictions, or civil judgments

Nicholas Thomas ,

President, Chairman, or Authorized Official

being duly sworn (or under penalty of perjury under the laws of the United States), certifies that, except as noted below, ______

Wilson & Company, Inc., Engineers & Architects

Agency or Company

or any person associated therewith in the capacity of employee or

______

Owner, partner, director, officer, principal investigator, project director, manager, auditor, or any other position involving the administration of federal funds

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past three years;

Exceptions None

______

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder or respondent responsibility. For any exceptions noted, indicate below to whom it applies, initiating agency, and dates of action.

______

______

Providing false information may result in criminal prosecution or administrative sanctions.

Nicholas Thomas
Signature

Sworn to before me, a Notary Public in and for the County of Jackson, State of Missouri this 29 day of August, 20 22.

Courtney R. Davenport
Notary Public

My Commission expires 02/23/2026

COURTNEY R. DAVENPORT
Notary Public-Notary Seal
STATE OF MISSOURI
Commissioned for Jackson County
My Commission Expires: Feb. 23, 2026
ID. #14584672

Memorandum

Date: September 23, 2024
To: Mayor and City Council
From: Billy Naff

Subject: Enterpol to Karpel Interface Agreement

Recommendation: Staff recommends approval.

Action: Make a motion to authorize the interim city manager to execute the interface agreement with Huber Associates (Enterpol) to provide an interface between Enterpol and Karpel.

Background: May 1, 2024 the Wyandotte County District Attorney's Office transitioned to a new court system, Karpel, for all criminal reports and related discovery. This includes cases where arrests have been made, charges are requested, and a prosecution determination is needed. The change has resulted in a substantial increase in data entry, time and procedural changes for cases that Bonner Springs sends to the district attorney's office.

Discussion: The Karpel system has some known limitations:

- Staff will have to manually upload all digital media (body cameras, in-car cameras, photographs, and other forms of evidence).
- Criminal report data must be manually entered.
- The software prevents a user's computer from performing other functions while processing, to avoid data corruption.
- Items can only be uploaded one at a time.

The police department is requesting to purchase an interface between our current record management system, Enterpol, and the new Karpel system. Our goal is to avoid the need to hire an additional records clerk to enter and manage this new required court system.
The interface will help minimize the impact on staff time, and will electronically transmit all reports and documents related to the case to the Karpel system. This transfer will prevent the loss of staff time to manually enter each piece of information and eliminate the potential for human error and data entry mistakes. This is not a new interface, but one that Karpel has already developed. Staff has confirmed with other users of the interface, that it works as intended.
The interface includes two portions: Karpel to Enterpol and Enterpol to Karpel. The Karpel to Enterpol portion of this interface is already underway via the Wyandotte County District Attorney's Office. Wyandotte County District Attorney's Office will then bill the Police Department for the cost of this interface from Karpel to Enterpol ($15,000). Therefore, the only piece lacking is the interface from Enterpol to Karpel ($5,000).

BSPD, along with our law enforcement partners, expressed to the DA's office our concern about choosing to select software with no consideration of its impact on its law enforcement partners. Unfortunately, we have an "absolute" legal responsibility to provide the DA discovery in the manner in which they receive it. I have submitted a request to Mr. Dupree for consideration, of his office helping to fund the annual maintenance costs of the system.

Financial Impact: The initiation cost of the interface from Enterpol to Karpel is $5,000 plus $850.00 per year in maintenance. The Police Department intends to use 2024 budget savings to cover the full implementation expense of both the Karpel interface and this request for the Enterpol interface. The annual maintenance costs of both systems were included in the 2025 budget.

Enterpol Planning Proposal

CONFIDENTIAL TO BONNER SPRINGS PD

Kelly Stewart
kstewart@teamhuber.com
Phone: 620-577-4540
Cell: 620-515-3460
www.enterpol.com

Suzie Lidstrom
slidstrom@teamhuber.com
Phone: 620-287-8168
Cell: 785-650-7537
www.enterpol.com

Proposal Date: September 10, 2024

Expiration Date: November 30, 2024

Enterpol Solutions

Enterpol Optional Interfaces & Services

[1] Enterpol RMS to Karpel Interface (Push to Karpel ONLY)	1 @	$5,000.00	$5,000.00
Total Enterpol Services			**$5,000.00**

Year 2 Interface Support & Maintenance

[2] Enterpol RMS to Karpel Interface Annual	1 @	$850.00	$850.00
Total Support & Maintenance Year 2			**$850.00**

[1] Interface cost includes Support & Maintenance for Year 1
Interface cost includes setup, configuration & testing to push RMS data from Bonner Springs PD to Wyandotte Co Attorney.

[2] Year 2 Support & Maintenance costs are REQUIRED and will be the responsibilty of the County Attorney's Office beginning in Year 2 (one year after the interface is operational).

TERMS & CONDITIONS

1. This proposal is based on the development & implementation of the Enterpol RMS to Karpel Interface.
2. All services and installation tasks are quoted as being performed remotely.
3. Terms of Payment - Payment for software licenses is due upon receipt of invoice. Payment for all software must take place prior to intstallation. All other services, support and deliverables shall be invoiced upon completion of installation and shall be due upon receipt. All outstanding invoices unpaid for more than 30 days of the invoice date shall be subject to a service charge of 1.5% per month.
4. The Enterpol Sofware Support & Maintenance must be renewed annually.
5. All hardware and 3rd Party software prices are subject to change without notice.
6. **Additional interface fees may be required by your 3rd Party vendor(s).**

Any services not specifically set forth in the scope of this document are not included and will require a separate Order.

If this proposal is acceptable and you would like to move forward with implementation, please Sign, Date and Email to: mbrown@teamhuber.com

Authorized Signature

Date

Memorandum

Date: September 23, 2024
To: Mayor and City Council
From: Billy Naff

Subject: Police Department Vehicle Purchase

Recommendation: Staff recommends approval.

Action: Make a motion to authorize staff to purchase and equip, one police department vehicle utilizing CIP funds scheduled for 2025 amount not to exceed $80,500.

Background: The average age of the current Police Department vehicle fleet is seven (7) years and the average mileage is 72,252, with several vehicles exceeding or nearing 100,000 miles. Police vehicle replacement is recommended at five (5) years or 100,000 miles due to the conditions in which these vehicles operate. The department currently has 16 vehicles in its fleet (5 admin/detective vehicles, 1 ACO vehicle, 1 K9 Vehicle, 1 SRO vehicle, and 8 patrol vehicles). The police department is one vehicle short at this time.

Discussion: In 2018, Chief Naff prepared a vehicle replacement program for the council that scheduled the replacement of police vehicles at five years or 100,000 miles due to the conditions and performance police vehicles must undergo. This replacement was initiated as part of the 2018 budget. The years that followed did not allow the program to be maintained due to many factors.

The department has long benefited from the additional purchase of an extended warranty which carries with the vehicles for five years or 100,000 miles. Unfortunately, most of those warranties have expired as the average age of the current fleet is seven years. Now the organization is faced with an aged fleet and constantly growing maintenance costs associated with older/high-mileage police vehicles. Due to unforeseen vehicle mechanical failures and unforeseen maintenance costs that are cost-prohibitive, the department is asking to move forward with the additional purchase of a planned budgeted vehicle in 2025 at this time. This is, in part, due to the limited operational fleet on hand, but also due to the current availability of a vehicle in a highly competitive market for police vehicles.

The Police Department has identified the availability of a 2024 Dodge Durango, a 2024 Ford Explorer, and off-the-lot availability. However, these vehicles are often sold expeditiously in this highly competitive market. If funds are allocated and authorized to be expended, the department will work with vendors to determine what availability they have at that time and what is in the best interest of the city.

If authorized, the department will work to determine where this vehicle best fits within the fleet, whether that be an administrative vehicle or a patrol vehicle. A lot of this depends on the availability and lead time of equipment to upfit a new vehicle.

Financial Impact: The Police Department is requesting to move the purchase of one vehicle from the 2025 CIP budget to the 2024 budget. Current funds exist to cover the move at this time, but will require a budget amendment.

DAVIS-MOORE CHRYSLER DODGE JEEP RAM FI
7675 E. KELLOGG
WICHITA, KS 672071613

Priced Order Confirmation (POC)

Date Printed:	2024-09-03 12:43 PM	**VIN:**	1C4SDJFT8RC198794	**Quantity:**	01
Estimated Ship Date:	2024-05-07 2:00 AM	**VON:**	60297476	**Status:**	KZ - Released by plant and invoiced
Date Ordered:	2024-01-08 3:23 PM	**Ordered By:**	S09087B	**FAN 1:**	00DDK Dealer / Police Inventory
				FAN 2:	
				Client Code:	
				Bid Number:	TB4065
				PO Number:	

Sold to:
DAVIS-MOORE CHRYSLER DODGE JEEP RAM FIAT (24294)
7675 E. KELLOGG
WICHITA, KS 672071613

Ship to:
DAVIS-MOORE CHRYSLER DODGE JEEP RAM FIAT (24294)
7675 E. KELLOGG
WICHITA, KS 672071613

Vehicle: **2024 DURANGO PURSUIT VEHICLE AWD (WDEE75)**

	Sales Code	Description	MSRP(USD)
Model:	WDEE75	DURANGO PURSUIT VEHICLE AWD	43,075
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	3,115
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXJ	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	ADL	Skid Plate Group	350
	NAS	50 State Emissions	0
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill / Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YG1	7.5 Additional Gallons of Gas	0
	4FT		0
	5RB	April Production	0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Bid Number:	TB4065	Government Incentives	0
Destination Fees:			1,595

Add Spot Light
#550.00

Total Price: 48,135

Order Type:	Fleet	**PSP Month/Week:**	
Scheduling Priority:	1-Sold Order	**Build Priority:**	01

#44,350.00

If you want delivered again add #300.00

Dudley

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Memorandum

Date: September 23, 2024
To: Mayor and City Council
From:

Subject: Ordinance Amending the Pay Plan

Recommendation: The Interim City Manager and Finance Director recommend approval.

Action: Make a motion to adopt an ordinance revising the City of Bonner Springs Base Salary Structure for years 2024 and 2025.

Background: At the September 9, 2024, City Council Workshop, McGrath Human Resources Group presented the findings of the Compensation and Benefits Study to the Council. This presentation covered the methodology of the Study, alignment of ranges to the average market, data analysis, and recommendations. One of the recommendations from the Study is to adopt a new salary structure and pay plan in 2024, and raise the plan by 3% for 2025. These new plans are shown in the included ordinance as Exhibit A for 2024 and Exhibit B for 2025.

Discussion: This new salary structure and pay plan revises some position titles, aligns the positions with the appropriate salary grades for their markets, and positions the City at mid-market for recruitment and retention. Effective October 1, any active, regular full-time, and regular part-time employees below the minimum salary range of their position on the 2024 City of Bonner Springs Base Salary Structure as shown in Exhibit A shall be brought to the minimum of their pay range. In addition, some employees will be given a one-time discretionary increase if they are below the recommended salary for their years of service in their position with the City which will alleviate compression issues. By implementing the new Salary Structure and Pay Plan in October 2024, the City can better market open positions and retain quality personnel.

Financial Impact: The total for the 2024 salary adjustments is $80,000 with benefits across all funds. The 2024 salary adjustments may require amendments to some Special Revenue Funds later in the year. The 2025 salary adjustments were factored into the budget at a total of $360,000 with benefits across all funds.

Ordinance No. ____

AN ORDINANCE AMENDING THE PAY PLAN FOR THE CITY OF BONNER SPRINGS, KANSAS.

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

Section I: Adoption of a revised City of Bonner Springs Base Salary Structure. The attached hereto as Exhibit A and B are hereby adopted.

Section II: Any prior ordinances adopting or fixing any City of Bonner Springs Base Salary Structure and Pay Plan are hereby amended and repealed to be consistent with Exhibit A for 2024 and Exhibit B for 2025 attached hereto.

Section III: Effective October 1, 2024, any active, regular full-time and regular part-time City of Bonner Springs employees below the minimum salary range of their position on the 2024 City of Bonner Springs Base Salary Structure as shown in Exhibit A shall be brought to the minimum of their pay range. In addition, some employees will be given a one-time discretionary increase if they are below the recommended salary for their years of service in their position with the City.

Section IV: All active, regular full-time and regular part-time City of Bonner Springs employees shall receive a three-percent salary increase effective January 1, 2025.

Section V: All employees hired after September 26, 2024, shall be offered compensation rates in accordance with the City of Bonner Springs Base Salary Structure and Pay Plan consistent with Exhibit A for 2024 or Exhibit B for 2025 attached hereto.

Section VI: This ordinance shall be in full force and effect September 26, 2024, after passage and publication in the official city newspaper.

Approved by the Governing Body and signed by the Mayor on this 23rd day of September, 2024

____
Tom Stephens, Mayor

Attest:

____
Christina Brake, City Clerk (Seal)

Exhibit A

2024 City of Bonner Springs Base Salary Structure and Pay Plan
(Effective October 1, 2024)

Pay Grade	Job Title	Department	2024 SALARY RANGE Minimum	Control Point	Maximum
5			$17.17	$19.75	$23.90
			$35,713.60	$41,071.89	$49,712.00
10			$18.29	$21.03	$25.45
			$38,043.20	$43,741.57	$52,936.00
	Driver I	Municipal Court/City Clerk			
15			$19.48	$22.40	$27.11
			$40,518.40	$46,592.00	$56,388.80
	Customer Service Associate	Finance			
	Driver II	Municipal Court/City Clerk			
	Transportation Dispatcher	Municipal Court/City Clerk			
	Customer Service Associate	Recreation			
20			$20.75	$23.86	$28.84
			$43,160.00	$49,628.80	$59,987.20
	Utility Maintenance Worker I	Public Works			
	Public Worker Maintenance Worker I	Public Works			
25			$22.10	$25.41	$30.72
			$45,968.00	$52,852.80	$63,897.60
	HR Assistant	City Manager			
	Permit Technician	Community Development			
	Billing Specialist	Finance			
	Assistant City Clerk	Municipal Court/City Clerk			
	Municipal Court Clerk	Municipal Court/City Clerk			
	Animal Control Officer/Shelter Coordinator	Police			
	Records & Evidence Technician	Police			
	Administrative Specialist	Public Works			
	Building Maintenance Technician I	Public Works			
	Public Works Maintenance Worker II	Public Works			
	Utility Maintenance Worker II	Public Works			
30			$23.53	$27.06	$32.73
			$48,942.40	$56,284.80	$68,078.40
	Building Inspector I	Community Development			
	Code Enforcement Officer	Community Development			
	Senior Records Specialist	Police			
	Building Maintenance Technician II	Public Works			
	Meter Technician	Public Works			
	Plant Operator I	Public Works			
	Public Works Maintenance Worker III	Public Works			
	Utility Maintenance Worker III	Public Works			
35			$25.06	$28.82	$34.86
			$52,124.80	$59,945.60	$72,508.80
	Accounting Specialist	Finance			
	Paramedic	Fire			
	Plant Operator II	Public Works			
40			$26.69	$30.69	$37.12
			$55,515.20	$63,835.20	$77,209.60

	Building Inspector II	Community Development			
	Fire Inspector	Fire			
	Plant Operator III	Public Works			
45			$28.42	$32.68	$39.57
			$59,113.60	$67,974.40	$82,305.60
	Assistant Public Works Superintendent	Public Works			
	Plant Operator IV	Public Works			
	Utilities Maintenance Foreman	Public Works			
	Recreation Coordinator	Recreation			
	Senior Center Programmer	Recreation			
50			$30.26	$34.80	$42.13
			$62,940.80	$72,384.00	$87,630.40
	Communication Specialist	City Manager			
	Building Inspector III	Community Development			
	Planner I	Community Development			
	Plant Operator V	Public Works			
55			$32.23	$37.06	$44.87
			$67,038.40	$77,084.80	$93,329.60
	Systems/Network Administrator	City Manager			
	Planner II	Community Development			
	Zoning Coordinator	Community Development			
	Plant Operator VI	Public Works			
	Public Works Superintendent	Public Works			
60			$34.32	$39.47	$47.76
			$71,385.60	$82,097.60	$99,340.80
	Planner III	Community Development			
	Plant Operator VII	Public Works			
65			$36.56	$42.04	$50.86
			$76,044.80	$87,443.20	$105,788.80
	Plant Operator VIII	Public Works			
70			$38.93	$44.77	$54.18
			$80,974.40	$93,121.60	$112,694.40
	City Clerk	Municipal Court/City Clerk			
	Economic Development Manager	City Manager			
75			$41.46	$47.68	$57.69
			$86,236.80	$99,174.40	$119,995.20
	Recreation Director	Recreation			
80			$45.61	$52.45	$63.48
			$94,868.80	$109,096.00	$132,038.40
	Battalion Chief	Fire			
	Police Captain	Police			
	Utility Operations Superintendent	Public Works			
	Utility Maintenance Superintendent	Public Works			
85			$50.17	$57.70	$69.82
			$104,353.60	$120,016.00	$145,225.60
	Deputy Fire Chief	Fire			
	Police Major	Police			
	Deputy Public Works Director	Public Works			
	Utilities Manager (Grandfathered)	Public Works			
90			$55.19	$63.47	$76.83
			$114,795.20	$132,017.60	$159,806.40
	Assistant City Manager	City Manager			
	Community Development Director	Community Development			
	Finance Director	Finance			
95			$57.95	$66.64	$80.65
			$120,536.00	$138,611.20	$167,752.00

	Fire Chief	Fire			
	Police Chief	Police			
	Public Works Director	Public Works			
100			$72.43	$83.30	$100.82
			$150,654.40	$173,264.00	$209,705.60
	City Manager	City Manager			

40	Firefighter/EMT	Fire	$55,515.20	$63,835.20	$77,209.60
			$18.57	$21.35	$25.82
50	Firefighter/Paramedic	Fire	$62,940.80	$72,384.00	$87,630.40
			$21.05	$24.21	$29.31
55	Fire Lieutenant	Fire	$67,038.40	$77,084.80	$93,329.60
			$22.42	$25.78	$31.21
65	Fire Captain	Fire	$76,044.80	$87,443.20	$105,788.80
			$25.43	$29.25	$35.38

*Fire Annual Divisor is 2,990 hours

40	Police Officer	Police	$55,515.20	$63,835.20	$77,209.60
			$25.42	$29.23	$35.35
55	Detective	Police	$67,038.40	$77,084.80	$93,329.60
			$30.70	$35.30	$42.73
65	Police Sergeant	Police	$76,044.80	$87,443.20	$105,788.80
			$34.82	$40.04	$48.44

**Police Annual Divisor is 2,184 hours

2025 City of Bonner Springs Base Salary Structure and Pay Plan
(Effective January 1, 2025)

Pay Grade	Job Title	Department	2025 SALARY RANGE Minimum	Control Point	Maximum
5			$17.70	$20.36	$23.90
			$36,816.00	$42,342.16	$49,712.00
10			$18.85	$21.68	$25.45
			$39,208.00	$45,094.40	$52,936.00
	Driver I	Municipal Court/City Clerk			
15			$20.08	$23.09	$27.11
			$41,766.40	$48,027.20	$56,388.80
	Customer Service Associate	Finance			
	Driver II	Municipal Court/City Clerk			
	Transportation Dispatcher	Municipal Court/City Clerk			
	Customer Service Associate	Recreation			
20			$21.38	$24.59	$28.84
			$44,470.40	$51,147.20	$59,987.20
	Utility Maintenance Worker I	Public Works			
	Public Worker Maintenance Worker I	Public Works			
25			$22.77	$26.19	$30.72
			$47,361.60	$54,475.20	$63,897.60
	HR Assistant	City Manager			
	Permit Technician	Community Development			
	Billing Specialist	Finance			
	Assistant City Clerk	Municipal Court/City Clerk			
	Municipal Court Clerk	Municipal Court/City Clerk			
	Animal Control Officer/Shelter Coordinator	Police			
	Records & Evidence Technician	Police			
	Administrative Specialist	Public Works			
	Building Maintenance Technician I	Public Works			
	Public Works Maintenance Worker II	Public Works			
	Utility Maintenance Worker II	Public Works			
30			$24.25	$27.89	$32.73
			$50,440.00	$58,011.20	$68,078.40
	Building Inspector I	Community Development			
	Code Enforcement Officer	Community Development			
	Senior Records Specialist	Police			
	Building Maintenance Technician II	Public Works			
	Meter Technician	Public Works			
	Plant Operator I	Public Works			
	Public Works Maintenance Worker III	Public Works			
	Utility Maintenance Worker III	Public Works			
35			$25.83	$29.70	$34.86
			$53,726.40	$61,776.00	$72,508.80
	Accounting Specialist	Finance			
	Paramedic	Fire			
	Plant Operator II	Public Works			
40			$27.50	$31.63	$37.12

			$57,200.00	$65,790.40	$77,209.60
	Building Inspector II	Community Development			
	Fire Inspector	Fire			
	Plant Operator III	Public Works			
45			$29.30	$33.69	$39.57
			$60,944.00	$70,075.20	$82,305.60
	Assistant Public Works Superintendent	Public Works			
	Plant Operator IV	Public Works			
	Utilities Maintenance Foreman	Public Works			
	Recreation Coordinator	Recreation			
	Senior Center Programmer	Recreation			
50			$31.20	$35.88	$42.13
			$64,896.00	$74,630.40	$87,630.40
	Communication Specialist	City Manager			
	Building Inspector III	Community Development			
	Planner I	Community Development			
	Plant Operator V	Public Works			
55			$33.23	$38.21	$44.87
			$69,118.40	$79,476.80	$93,329.60
	Systems/Network Administrator	City Manager			
	Planner II	Community Development			
	Zoning Coordinator	Community Development			
	Plant Operator VI	Public Works			
	Public Works Superintendent	Public Works			
60			$35.38	$40.69	$47.76
			$73,590.40	$84,635.20	$99,340.80
	Planner III	Community Development			
	Plant Operator VII	Public Works			
65			$37.68	$43.33	$50.86
			$78,374.40	$90,126.40	$105,788.80
	Plant Operator VIII	Public Works			
70			$40.13	$46.15	$54.18
			$83,470.40	$95,992.00	$112,694.40
	City Clerk	Municipal Court/City Clerk			
	Economic Development Manager	City Manager			
75			$42.74	$49.15	$57.69
			$88,899.20	$102,232.00	$119,995.20
	Recreation Director	Recreation			
80			$47.02	$54.07	$63.48
			$97,801.60	$112,465.60	$132,038.40
	Battalion Chief	Fire			
	Police Captain	Police			
	Utility Operations Superintendent	Public Works			
	Utility Maintenance Superintendent	Public Works			
85			$51.72	$59.48	$69.82
			$107,577.60	$123,718.40	$145,225.60
	Deputy Fire Chief	Fire			
	Police Major	Police			
	Deputy Public Works Director	Public Works			
	Utilities Manager (Grandfathered)	Public Works			
90			$56.90	$65.43	$76.83
			$118,352.00	$136,094.40	$159,806.40
	Assistant City Manager	City Manager			

	Community Development Director	Community Development			
	Finance Director	Finance			
95			$59.74	$68.70	$80.65
			$124,259.20	$142,896.00	$167,752.00
	Fire Chief	Fire			
	Police Chief	Police			
	Public Works Director	Public Works			
100			$74.68	$85.88	$100.82
			$155,334.40	$178,630.40	$209,705.60
	City Manager	City Manager			

40	Firefighter/EMT	Fire	$57,200.00	$65,790.40	$77,209.60
			$19.13	$22.00	$25.82
50	Firefighter/Paramedic	Fire	$64,896.00	$74,630.40	$87,630.40
			$21.70	$24.96	$29.31
55	Fire Lieutenant	Fire	$69,118.40	$79,476.80	$93,329.60
			$23.12	$26.58	$31.21
65	Fire Captain	Fire	$78,374.40	$90,126.40	$105,788.80
			$26.21	$30.14	$35.38

*Fire Annual Divisor is 2,990 hours

40	Police Officer	Police	$57,200.00	$65,790.40	$77,209.60
			$26.19	$30.12	$35.35
55	Detective	Police	$69,118.40	$79,476.80	$93,329.60
			$31.65	$36.39	$42.73
65	Police Sergeant	Police	$78,374.40	$90,126.40	$105,788.80
			$35.89	$41.27	$48.44

**Police Annual Divisor is 2,184 hours

Variable Part-Time and Seasonal Positions						
Grade	Min Rate	Mid Rate	Max Rate		Title	Grade
1	$8.75	$9.85	$11.08		Pool Cashier	1
2	$11.00	$12.38	$13.93		Lifeguard	2
3	$11.75	$13.22	$14.88		Camp Counselor	2
4	$12.50	$14.07	$15.83		Head Lifeguard	3
5	$13.00	$14.63	$16.47		Lead Counselor	3
6	$16.00	$18.01	$20.27		Recreation Intern	3
					Swim Instructor	4
					Field Supervisor	4
					Building Manager	4
					Assistant Pool Manager	5
					Assistant Camp Director	5
					Seasonal Maintenance	5
					Pool Manager	6
					Camp Director	6

Memorandum

Date: September 23, 2024
To: Mayor and City Council
From: Tillie LaPlante

Subject: 2025 Budget Hearing Notice - Special Revenue Funds

Recommendation: Staff recommends approval

Action: Make a motion to approve the Public Hearing Notice and schedule a public hearing for the 2025 Budget - Special Revenue Funds for Monday, October 14, 2024.

Background: The City is required to publish a Budget Hearing Notice at least ten days prior to the public hearing. The 2025 Budget Notice published on August 29th did not include five Special Revenue Funds, therefore an additional Budget Hearing must be held for those excluded funds. The enclosed Budget Hearing Notice provides the City's maximum 2025 budget for the five Special Revenue Funds which were excluded from the original Budget Hearing Notice.

Discussion: A Budget Hearing will be held on October 14, 2024 for five Special Revenue Funds - Swimming Pool, Tiblow Transit, Summer Ball, Bonner Pointe TIF Increment, and Bonner Springs Center CID. A Budget Hearing was held and Budgeted expenditures were approved for all other 2025 Budgeted Funds on September 9th.

Financial Impact:

NOTICE OF BUDGET HEARING

2025

The governing body of

City of Bonner Springs

will meet on October 14, 2024 at 7:30 p.m. at City Hall, 200 E. 3rd Street for the purpose of hearing and answering objections of taxpayers relating to the proposed use of the listed five Special Revenue funds. Detailed budget information is available at City Hall, 200 E. 3rd Street and will be available at this hearing.

SUPPORTING COUNTIES

Wyandotte County (home county) Johnson County, Leavenworth County

BUDGET SUMMARY

Proposed Budget 2025 Expenditures establish the maximum limits of the 2025 budget for the listed five Special Revenue Funds.

	Prior Year Actual for 2023		Current Year Estimate for 2024		Proposed Budget for 2025		
FUND	Expenditures	Actual Tax Rate *	Expenditures	Actual Tax Rate *	Budget Authority for Expenditures	Amount of 2024 Ad Valorem Tax	Proposed Estimated Tax Rate*
Spec. Rev. Summer Ball	14,201		17,610		16,079		
Spec. Rev. Swimming Pool	202,627		323,905		322,920		
Spec. Rev. Tiblow Transit	70,518		95,741		95,988		
Bonner Pointe TIF Increment	203,073		260,000		260,000		
Bonner Springs Center CID	104,865		105,000		105,000		
Totals	595,284		802,256		799,987		
Less: Transfers							
Net Expenditure	595,284		802,256		799,987		
Total Tax Levied							
Assessed Valuation							
Outstanding Indebtedness, January 1,	2022		2023		2024		
G.O. Bonds							
Revenue Bonds							
Other							
Lease Purchase Principal							
Total							

Tillie LaPlante

City Official Title: Finance Director

Page No.

City Manager's Update

Date: September 19, 2024

To: Mayor and City Council

GENERAL:

- **Staff In-Service Training Day:** City offices will be closed on October 14th for training. The schedule is set with sessions on team building, safe driving, claims, cyber security, customer service, diversity, equity and inclusion, and anti-harassment.

- **Water Treatment Plant Ribbon Cutting:** On Friday, September 27 at 10 a.m., the City of Bonner Springs will officially open the new water plant. The plant is in testing and commissioning phase now with water being slowly introduced into the overall system for switchover the week of the ribbon cutting. The City has done outreach work over the past few weeks to educate residents about the change over and how to mitigate cloudy water from the process with flushing of their household water lines.

  The website to direct people to with questions is www.bonnersprings.org/ourwater and there will be a social media campaign next week with the launch of the new plant.

- **Bonner Springs/Edwardsville Chamber Golf Tournament:** Playing, sponsor, or donate a raffle prize for the 2024 Chamber Golf Tournament on Wed., 10/2/24, at Dub's Dread. Proceeds create college scholarships for our 2025 BSHS seniors! Click **HERE** for information on the tournament and how to get involved.

CITY CLERK'S OFFICE:

- **Renaissance Festival:** We have issued 122 vendor license applications so far. The 2024 season is August 31 – October 14.

- **Municipal Court Judge Appointment:** Judge Hutton has announced his last day as Judge for our City on September 25th. Staff has been in the process of recruiting a new Judge, and are currently reviewing applications and setting up interviews.

FIRE/EMS:

- **Fire Open House:** (flyer attached) Join Us for the Bonner Springs Fire Department Open House on October 5th from 11am to 3pm at the Bonner Springs Fire Station. Bring the whole family for a day of fun, learning, and community! Come meet our firefighters, explore the fire trucks, and get lots of safety information! We'll have activities for the kids, fire prevention tips, and station tours! This is a great opportunity to see what goes on behind the scenes and learn how you can stay safe.

  The new fire truck Push-In Ceremony will be held at the Open House around 11am.

LIBRARY:

- **Ballot Box:** (flyer attached) A ballot box was installed by the front door of the library. It is monitored by the election office with a camera they provided.

- **Voter Registration Drive:** (flyer attached) On Saturday, October 5th, the NAACP will host a voter registration session at the library from 1:30 to 3:30. Members of the League of Women Voters have been invited to provide voting information.

- **Close of the Farmers' Market Season:** Saturday, October 12 is the last Farmers' Market of the season and will feature music by the Allegro Choir at 9:45am.

- **Wellness Screenings:** (flyer attached) Saturday, October 12th, the Library will host a Mobile Mammogram event at the library from 9:00am to 3:00pm. Colorectal exam kits will be available from 9:00am to 1:00pm.

- There are several events coming up at the Bonner Springs Library. Visit the library's website HERE for more details.

PARKS, RECREATION, AND SENIOR CENTER:

- **Citywide Garage Sale** will be on September 21st. You can register your sale to be on the map HERE no later than September 18th. The interactive map will be available on the Parks & Recreation page of the City website on Friday, September 20th.

- **Bio-Blitz** is all September in all our parks! Download the FREE iNaturalist app to your phone and find pollinators in our parks! This helps staff better understand how we can protect the pollinators we have and where we potentially need more. Find more information HERE.

- **Safe Sitter Essentials with CPR Classes:** 10/1, 11/25, 12/20

- **Halloween Story Trail:** 10/26 from 3PM-5PM at Lions Park. This year the Story Trail will circle the baseball fields for a total of 0.86 miles on mostly an incline-free surface.

- **Legal Services for Seniors:** 10/21 from 9AM-12PM. FREE. Must reserve a time slot and be 55+.

- **Indoor Pickleball** in the Gym: MWF from 6PM-8PM and TuTh from 1PM-3PM. Cost is $2 a player.

POLICE DEPARTMENT:

- **IA Pro Software:** Software installation is complete. Training is anticipated in October.

- Assisted with the apprehension of a kidnapping suspect and recovery of the kidnapped victim.

- Executed a search warrant for illegal narcotics.

- A traffic stop on I-70 found 51.5lbs of illegal narcotics hidden inside the vehicle with a street value of approximately $50,000

BONNER SPRINGS FIRE DEPARTMENT

presents:

OPEN HOUSE EVENT

-Activities for kids
-Meet local hospital staff
-Lifeflight helicopter
-Refreshments provided
-Station tours
-Safety talks

**Saturday
Octber 5th
2024
11am-3pm**

CITY OF BONNER SPRINGS FIRE EMS EST 1903 KANSAS

City of Bonner Springs

Vote

Register to vote by October 15th.

Mail-in Ballot Box

Available at the Bonner Springs City Library

201 N Nettleton Ave Bonner Springs, KS 66012
913-441-2665

BONNER SPRINGS CITY LIBRARY

Register to Vote

MEMBERSHIP DRIVE

Bonner Springs City Library

201 N. Nettleton

Bonner Springs, Ks 66012

Saturday, October 5, 2024

1:30pm to 3:30pm

Please RSVP by October 3, 2024

Renew

"FREE" EVENT

Donations appreciated

Adult Memberships $30.00 per year

Youth Memberships $10.00 per year

Contact membership chairperson,
Teresa Bolton 913-800-1536

Drinks

Finger foods

Veggies

Salad

Join

Bonner Springs Library

ANNUAL MOBILE MAMMOGRAM EVENT

October 12th, 9 am-3 pm

Colorectal Kits and education from 9-1

Call 913-573-6763 or 913-344-9989
for mammogram appointment

201 N. Nettleton Ave
Bonner Springs, KS 66012

Snacks will be served.

MCA
MASONIC CANCER ALLIANCE
Outreach Network of The University of Kansas Cancer Center

DIAGNOSTIC IMAGING
CENTERS, P.A.

UNIFIED GOVERNMENT
Wyandotte County • Kansas City, Kansas

Public Health
Prevent. Promote. Protect.

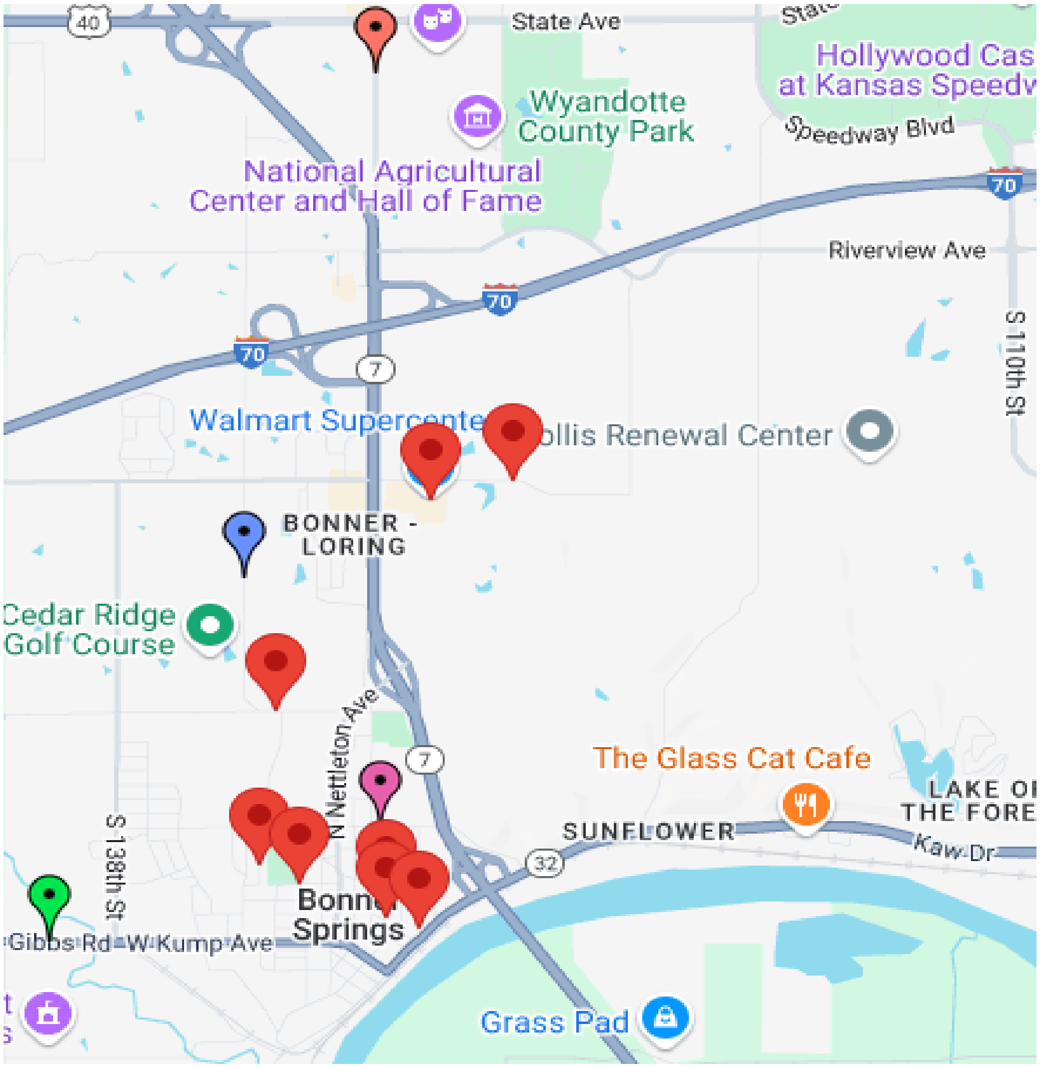
REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 9/2/2024 THRU 9/15/2024

STATUS: OPENED, COMPLETED

****

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION	1
COMMERCIAL REMODEL	1
COMMERCIAL ROOF	0
DECK	1
DRIVEWAY	0
DEMOLITION	0
ELECTRICAL	1
FENCE	0
FIREWORKS	1
GENERAL INSPECTION	0
MECHANICAL	0
OPEN FLAME	0
PLUMBING	1
POOL, ABOVE GROUND	0
POOL, IN GROUND	0
RESIDENTIAL ACCESSORY STRUCTURE	0
RESIDENTIAL MANUFACTURED MOVE-IN	0
RESIDENTIAL NEW/ADDITION	0
RESIDENTIAL REMODEL	0
RESIDENTIAL ROOF	4
RIGHT OF WAY	1
SIGN	0
TENT	0
UTILITIES OFF	0
TOTAL NEW PERMITS	**11**
TOTAL ACTIVE PERMITS	**114**


State Ave
Hollywood Cas
at Kansas Speedw
Wyandotte
County Park
Speedway Blvd
National Agricultural
Center and Hall of Fame
Riverview Ave
S 110th St
Walmart Supercente
ollis Renewal Center
BONNER -
LORING
Cedar Ridge
Golf Course
N Nettleton Ave
The Glass Cat Cafe
LAKE OF
THE FORE
SUNFLOWER
Kaw Dr
S 138th St
Gibbs Rd
W Kump Ave
Bonn
Springs
Grass Pad

CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

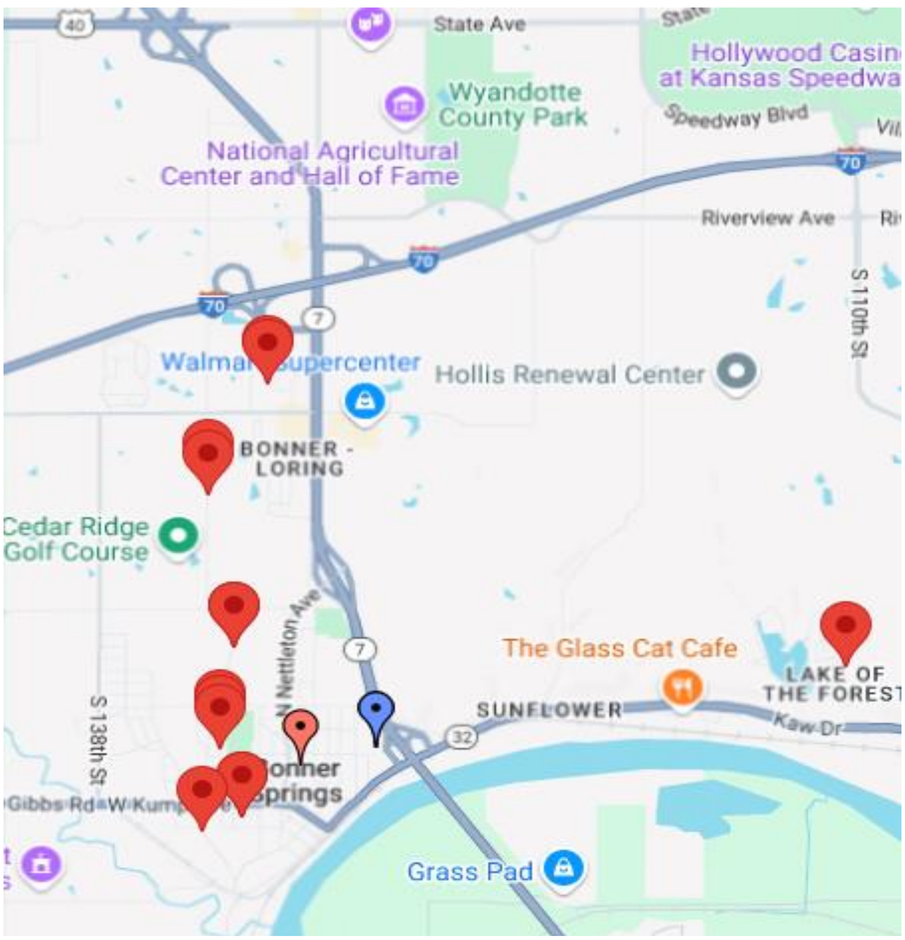
INCIDENT CODE: *-All **USER: mstites**

DATES: 9/2/2024 THRU 9/15/2024

****

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH	0	30	9
GENERAL	0	188	18
INOPERABLE/UNLICENSED/ON-GRASS	4	399	87
OUTSIDE STORAGE	3	311	68
PERMIT CHECK	3	479	0
PROPERTY MAINTENANCE	3	189	50
SIGNS	4	550	0
SNOW & ICE	0	7	0
TALL GRASS/WEEDS	4	377	67
TOTALS	**21**	**2530**	**218**

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



Case No.	Application Date	Project Name	Address	Project Type	Review Process(es)	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
Pending Planning Projects List - 2023																	
FDP-02-22	*November 15, 2022*	*APAC*	*1800 S. 122nd Street*	*Floodplain Development Permit*		*PENDING FEMA APPROVAL*							*Dan Jones, APAC-Kansas, Inc*	*I-2*	*NA*	*1*	*745+/-*
Pending Planning Projects List - 2024																	
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**
JANUARY 2024 SUBMITTALS - CUT OFF DATE 1/17/2024 FOR 3/19/2024 PC MEETING																	
LS-01-24	February 14, 2024	Loun Property	13230 Riverview Ave	Minor Plat	SR	PENDING							Phillip Loun	RR	NA	1	9.86+/-
FEBRUARY 2024 SUBMITTALS - CUT OFF DATE 2/14/2024 FOR 4/16/2024 PC MEETING																	
EV-01-24	February 29, 2024	The 120 on Oak	120 Oak Street	Vacating Plat	PC/CC	PENDING			April 16, 2024	PENDING	May 13, 2024	PENDING	Katfish Inc.	CC	NA	1	
JULY 2024 SUBMITTALS - CUT OFF DATE 7/17/2024 FOR 9/17/2024 PC MEETING																	
ST-02-24	July 19, 2024	Scannell Properties	110 S. 110th St Bldg. 1	Site and Landscape Review	SR	PENDING							Scannell	LI	NA	1	17.10+/-
AUGUST 2024 SUBMITTALS - CUT OFF DATE 8/14/2024 FOR 9/17/2024 PC MEETING																	
PP-02-24	July 17, 2024	Scannell Properties	110 S. 110th St	Preliminary Plat	PC/CC	APPROVED			August 20, 2024	APPROVED	October 14, 2024	PENDING	Scannell	LI	NA	5 +1	159+/-
FP-02-24	July 17, 2024	Scannell Properties	110 S. 110th St	Final Plat	PC/CC	APPROVED			August 20, 2024	APPROVED	October 14, 2024	PENDING	Scannell	LI	NA	5 +1	159+/-
ST-04-24	August 2, 2024	Scannell Properties	110 S. 110th St Bldg. 2	Site and Landscape Review	SR	PENDING							Scannell Properties	LI			
BZA-06-24	August 9, 2024	Kimberly Phillips	1134 S. 130th St	Setback Variance	BZA	TABLED - Staff requested this item be tabled, there are multiple issues that need resolved first							Kimberly Phillips				
SEPTEMBER 2024 SUBMITTALS - CUT OFF DATE 9/18/2024 FOR 11/19/2024 PC MEETING																	
FP-03-24	September 13, 2024	Jim Anderson	700 S. 132nd St	Final Plat - Senior Villas	PC/CC	PENDING			November 19, 2024	PENDING	December 9, 2024	PENDING		GR	NA	2	8.4+/-

COMPLETED PLANNING PROJECTS - 2024

Case No.	Application Date	Project Name	Address	Project Type	Review Process(es)	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
NOVEMBER 2023 SUBMITTALS - CUT OFF DATE 12/20/2023 FOR 2/20/2024 PC MEETING																	
~~SUP-06-23~~	~~November 21, 2023~~	~~Daycare - First Pentecostal Church~~	~~224 W. Morse Ave~~	~~Special Use Permit~~		~~WITHDRAWN~~			~~Insufficient application information~~	~~WITHDRAWN~~	~~Insufficient application information~~	~~PENDING~~	~~First Pentecostal Church of Bonner Springs~~	~~R-1~~	~~NA~~	~~1~~	~~1.25ac~~
	~~Pending~~	~~Compass 70 Logistic Center~~	~~110 S. 110th St~~	~~Preliminay Plat~~		~~WITHDRAWN~~											
	~~Pending~~	~~Compass 70 Logistic Center~~	~~110 S. 110th St~~	~~Final Plat~~		~~WITHDRAWN~~											
FEBRUARY PLANNING COMMISSION - MARCH GOVERNING BODY																	
ST-03-23	November 27, 2023	QuikTrip	300 S. 129th St	Site and Landscape Plan Review	SR	APPROVED			February 20, 2024	APPROVED			QuikTrip/ODFL	C-2	NA	1	
PP-01-24	January 1, 2024	ODFL	12900 Speaker Road	Preliminay Plat	PC/CC	APPROVED			February 20, 2024	APPROVED			Old Dominion Freight Lines	I-1	NA	7	80 +/-
BSRZ-02-23	November 27, 2023	QuikTrip	300 S. 129th St	Rezoning	PC/CC	APPROVED			February 20, 2024	APPROVED	March 11, 2024	APPROVED	QuikTrip/ODFL	A-1	GC	1	
FP-01-24	January 1, 2024	ODFL	12900 Speaker Road	Final Plat	PC/CC	APPROVED			February 20, 2024	APPROVED	March 11, 2024	APPROVED	Old Dominion Freight Lines	I-1	NA	7	80 +/-
FDP-01-24	March 11, 2024	Magellan Pipeline Bank Stabilization	Wolf Creek - 13625 State Ave	Bank Stabilization - gas pipeline exposed	SR	APPROVED							Magellan Midstream Partners	RR	NA	NA	NA
MARCH PLANNING COMMISSION - APRIL GOVERNING BODY																	
SUP-01-24	January 17, 2024	Country Stampede	633 N. 130th St - Azura Amp & AG Hall of Fame	Special Use Permit	PC/CC	APPROVED			March 19, 2024	APPROVED	April 8, 2024	APPROVED	Country Stampede	RR	NA	2	82 +/-
SUP-02-24	January 22, 2024	Ad Trend, Inc. Digital Billboard	14110 Minnesota Ave	Special Use Permit	PC/CC	APPROVED			March 19, 2024	APPROVED	April 8, 2024	APPROVED	Ad Trend, Inc.	LI	NA	1	
BZA-01-24	January 17, 2024	The 120 on Oak	120 Oak Street	Variance	BZA	APPROVED	April 16, 2024	APPROVED					The 120 Society, LLC	CC	NA	1	1.92+/-
ST-01-24	January 17, 2024	The 120 on Oak	120 Oak Street	Site and Landscape Plan Review	SR	APPROVED							The 120 Society, LLC	CC	NA	1	1.92 +/-
BSRZ-01-24	February 14, 2024	Loun Property	13230 Riverview Ave	Rezoning	PC/CC	APPROVED			March 19, 2024	APPROVED	April 18, 2024	APPROVED	Phillip Loun	RR	GR	2	
~~BZA-02-24~~	~~February 14, 2024~~	~~Loun Property~~	~~13230 Riverview Ave~~	~~Variance~~		~~WITHDRAWN~~	~~April 16, 2024~~						~~Phillip Loun~~				
APRIL PLANNING COMMISSION - MAY GOVERNING BODY																	
BZA-03-24	February 14, 2024	Miller Variance	401 Lake Forest Dr.	Variance	BZA	APPROVED	April 16, 2024	APPROVED					Tom Miller	RR	NA	1	
FP-02-24	February 26, 2024	Sandstone Townhomes	546 N. 130th St	Final Plat	PC/CC	APPROVED			April 16, 2024	APPROVED	May 13, 2024	APPROVED	Sandstone Townhomes	MR	NA	22	15.43+/-
~~BZA-04-24~~	~~April 24, 2024~~	~~Shadyside Setback Variance~~	~~231 Shadyside~~	~~Variance~~	~~BZA~~	~~ALLOWED THROUGH NEW UDO~~	~~June 25, 2024~~	~~ALLOWED THROUGH NEW UDO~~	~~A change in setback distances now allows for Mr. Crosby's covered porch to remain.~~				~~Ken Crosby~~	~~GR~~	~~NA~~	~~1~~	
BSRZ-02-24	April 19, 2024	Mitchell Rezoning	3911 S. 142nd Street	Withdrawn	PC/CC	WITHDRAWN			June 25, 2024	WITHDRAWN	July 8, 2024	WITHDRAWN	Mark Mitchell	LA	LR for a portion	1	31.4 +/-
MAY 2024 SUBMITTALS - CUT OFF DATE 5/15/2024 FOR 7/16/2024 PC MEETING																	
BSCP-01-24		Planning Sustainable Places - Downtown Master Plan	City Wide	Comp Plan Change	PC/CC	APPROVED			July 16, 2024	APPROVED	August 12, 2024	PENDING	Staff				
BSCP-02-24	June 7, 2024	Comp Plan Change	720 N. 118th St	Comp Plan Change	PC/CC	APPROVED			July 16, 2024	APPROVED	September 9, 2024	PENDING	EMAP KC, LLC (Mattel Adventure Park)	INDUSTRIAL	MC (MIXED COMMERCIAL)	1	79 +/-
BSZO-03-24	April 24, 2024	Recreational Vehicle Park - Zoning District Creation	City Wide	Zoning Ordinance Amendment	PC/CC	APPROVED			July 16, 2024	APPROVED	August 12, 2024	PENDING	Staff				
JUNE PLANNING COMMISSION - JULY GOVERNING BODY																	
BSZO-01-24	April 24, 2024	Accessory Building Regulations	City Wide	Zoning Ordinance Amendment	PC/CC	APPROVED			June 25, 2024	APPROVED	July 8, 2024	APPROVED	Staff				
BSZO-02-24	April 24, 2024	Amendments to the Table of Uses	City Wide	Zoning Ordinance Amendment	PC/CC	APPROVED			June 25, 2024	APPROVED	July 8, 2024	APPROVED	Staff				
ST-03-24	August 2, 2024	Snak Atak - Convinience Store	11575 Kaw Drive	Site and Landscape Review	SR	APPROVED							Moe Shah	GC	NA	1	.736 +/-
ECP-01-24	July 12, 2024	Scannell Properties	110 S. 110th St	Earth Change Permit	CE/SR	APPROVED							Scannell	LI	NA		160 +/-
SEPTEMBER PLANNING COMMISSION - OCTOBER GOVERNING BODY																	
~~SUP-03-24~~	~~August 14, 2024~~	~~Greg Erzen~~	~~23920 W. 43rd St~~	~~Special Use Permit~~	~~PC/CC~~	WITHDRAWN BY APPLICANT			~~September 17, 2024~~	WITHDRAWN	~~October 14, 2024~~	WITHDRAWN	~~Greg Erzen~~	LI	NA	1	
JUNE 2024 SUBMITTALS - CUT OFF DATE 6/19/2024 FOR 8/20/2024 PC MEETING																	
BZA-05-24	June 19, 2024	QuikTrip Corp.	300 S. 129th St	Variance	BZA	DENIED	August 20, 2024	DENIED					QuikTrip Corp.	GC	NA	1	5.5 +/-

Bonner Springs Mayor's Report

Date: September 23, 2024

To: City Council

General

-

Boards

- Attend the MARC board meeting on 9/27 via Zoom.
- Hosted the Johnson & Wyandotte County Council of Mayors on September 11th. The event was held at the Olde Mill and I heard nothing but positive comments about the space and the event as a whole. A BIG Thank You to Ms. Brake for handling all of the arrangements for the event. One of the big take aways was the number of projects either underway, or starting in the next 6 months, in our city compared to the other communities approximately our size, it was impressive.
- Attended the Library Board meeting on September 12th.

Events

- Attended the Chamber Luncheon on September 5th. A good, positive presentation by Greg Kindle of WYEDC.
- Attended the Bonner NAACP Annual Luncheon on Sept 7th.