



City of Bonner Springs

KANSAS

Monday, February 24, 2025

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

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

The meeting is open to the public.

WORKSHOP - 6:30 P.M.

1. Solid Waste Collection Discussion

Documents:

1. 1993 Trash Contract UG and Deffenbaugh
2. 2012 Trash Contract UG and Deffenbaugh
3. Interlocal Agreement - Solidwaste Collection - Bonner Springs UG

CITY COUNCIL MEETING - 7:30 P.M.

1. VFW Post 6401 Law Enforcement Officer of the Year Award

2. Proclamation - Eagle Scout Tyler Beets

CITIZEN CONCERNS ABOUT ITEMS NOT ON TODAY'S AGENDA.

This item is for comments and questions from the audience about items that are not included on today's agenda. Copies of material presented to the city council must also be provided to the city clerk.

CONSENT AGENDA

1. Minutes of the February 10, 2025, City Council Meeting

Action Make a motion to approve the minutes of the February 10, 2025, City Council Meeting as presented.

Recommendation

Documents:

1. 02102025 CCM Minutes

2. Minutes of the February 20, 2025 Special City Council Meeting

Action Make a motion to approve the minutes of the February 20, 2025, Special Council Meeting as presented.

Recommendation

Documents:

1. 02202025 CCM Minutes

3. 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

4. Massage Therapy Business Establishment and Massage Therapist Licenses for Jody Schneweis at Massage by Jody

Action Make a motion to approve issuance of a Massage Therapy Business Establishment License and a Massage Therapist License for Jody Schneweis at Massage by Jody

Recommendation Staff recommends approval.

Documents:

OLD BUSINESS

NEW BUSINESS

1. Addition of a Part-Time Animal Control Kennel Attendant Position Within the Police Department

Action Make a motion to authorize the police department to add a part-time animal control employee to the organization.

Recommendation The Chief of Police recommends approval of this position

Documents:

1. Part-Time Animal Control Officer Job Description

2. Ordinance to Amend the Pay Plan

Action Make a motion to adopt an ordinance amending the pay plan.

Recommendation The Interim City Manager recommends approval

Documents:

1. Ordinance - Pay Plan Amendment Feb 2025

3. Ordinance to Establish Regulations Concerning Excessive Noise

Action Make a motion to adopt An Ordinance Amending the Code of the City of Bonner Springs, Kansas Chapter XII. Public Offenses, Article 2. Local Provisions, to Establish Regulations Concerning Excessive Noise.

Recommendation The Chief of Police recommends approval.

Documents:

1. Proposed Noise Ordinance

REPORTS

1. City Manager's Report

Documents:

1. City Managers Update 2-21-25
2. Legislative Coffee
3. Fire Department Report
4. 2.20.25 Completed Planning Projects
5. 2.20.25 Pending Planning Projects
6. InCode Building Permit Report
7. InCode Code Enforcement Report

2. City Council Items

3. Mayor's Report

Documents:

1. Mayors Report - 250224

ADJOURNMENT

CONTRACT FOR RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL FOR
THE CITY OF KANSAS CITY, KANSAS

This Contract for Residential Solid Waste Collection and Disposal for the City of Kansas City, Kansas (the "Contract") is made and entered into this 27th day of January, 1993, by and between the City of Kansas City, Kansas, a municipal corporation of the State of Kansas (the "City"), and Deffenbaugh Industries, Inc., a Missouri corporation (the "Contractor").

WHEREAS, on July 9, 1991, the City issued a Request for Proposals and related documents with respect to residential solid waste collection and disposal within the City (the "RFP"); and

WHEREAS, the Contractor timely submitted a proposal to provide residential solid waste collection and disposal services to the City and to perform such work as may be incidental thereto; and

WHEREAS, through exchanges of correspondence and direct negotiations, various modifications have been made by the City to the RFP and by the Contractor to its proposal; and

WHEREAS, the City has determined to award the Contract for residential solid waste collection and disposal services to the Contractor, and the Contractor desires to enter into the Contract, all pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

ARTICLE I

DEFINITIONS

1.01 Bags. Plastic sacks designed to store garbage, trash or refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

1.02 Bundle. Tree, shrub or brush trimmings, building materials, newspapers, magazines or other items securely tied together forming an easily handled package not exceeding four (4) feet in length or seventy-five (75) pounds in weight.

1.03 City. The City of Kansas City, Kansas. Also the appropriate office, agency or employee of the City authorized to act on behalf of the City with respect to any particular provision of the Contract.

1.04 City-wide. The entire area geographically located within the corporate limits of the City of Kansas City, Kansas.

1.05 Container. A receptacle with a capacity of not more than fifty (50) gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, a tight-fitting lid and a loaded weight of not more than seventy-five (75) pounds. Fifty-five (55) gallon drums are not permitted as Containers for purposes of this Contract.

1.06 Contract or Contract Documents. Contract and Contract Documents shall have the same meaning. The Contract consists of the following Contract Documents:

- (a) Request for Proposals
- (b) Instructions to Proposers
- (c) Proposal Form
- (d) Proposers Questionnaire and all attachments thereto
- (e) Contract Specifications
- (f) Performance Bond
- (g) Kansas Statutory Bond
- (h) This Contract
- (i) Any amendments, modifications or additions to the foregoing documents.

These Contract Documents, in the aggregate, form the agreement whereby the Contractor will perform City-wide residential solid waste collection and disposal. Each Contract Document is incorporated into this Contract by reference. In the event of any conflict or inconsistency between any provision of this Contract and any provision of any other Contract Document, the provisions of this Contract shall govern.

1.07 Contracting Officer. The City official designated by the City Administrator to administer the Contract.

1.08 Contractor. Deffenbaugh Industries, Inc., a Missouri corporation.

1.09 County. Wyandotte County, Kansas.

1.10 Curbside. The placing of Waste at the curb or roadside for collection pursuant to the Contract.

1.11 Customer. An occupant of a Residential Unit who generates Waste.

1.12 Municipal Facility. Any City-owned facility identified in Section 2.05(c).

1.13 Residential Unit. A dwelling within the corporate limits of the City forming a single inhabitable unit with facilities used or intended to be used for living, sleeping, cooking and eating. Includes buildings containing not more than four separate or contiguous single-family dwelling units.

1.14 Waste. All garbage, rubbish, trash, refuse or waste generated at a Residential Unit or at a Municipal Facility. Waste includes, without limitation: (a) animal or vegetable leavings or similar food or food refuse, paper products, tin cans, cardboard, wood, paper, ferreous and nonferreous metals, plastics or other household refuse; (b) household junk or refuse, including ashes, magazines and newspapers, lawn or small tree trimmings and leaves, shrubbery, household building materials and other similar items, and (c) bulk items including, without limitation, large household furniture and appliances such as mattresses, chairs, refrigerators and stoves, and large tree trimmings; and (d) such quantities of household hazardous waste as is commonly found in the refuse of households.

Waste shall not include: (a) plaster, rubble, wood, and all debris from demolition and rehabilitation of building structures, (b) automotive parts improperly bundled, or (c) waste from any public school or commercial or industrial establishment.

ARTICLE II

SCOPE OF CONTRACT

2.01 Award of Contract. The City hereby awards, and the Contractor hereby accepts, this Contract to provide residential and municipal solid waste collection and disposal services within the territorial jurisdiction of the City as specified in the Contract Documents and to perform all of the work called for and described in the Contract Documents, including, without limitation, the furnishing of all personnel, equipment, materials and other items necessary to perform such services, all pursuant to the terms and conditions of this Contract.

2.02 Exclusive Contract. The City grants the Contractor the exclusive right to perform the City-wide residential and municipal solid waste collection and disposal services specified in Sections 2.05(a), (b) and (c) during the term of this Contract. Subject to Article XI hereof, the City will not engage any other person or entity, or itself undertake, to perform such services during the term of this Contract. The City represents that it has the

authority to grant such an exclusive contract under K.S.A. § 12-2103. The Contractor's right to perform the services specified in Sections 2.05(d) and (e) shall not be exclusive and the City may engage others, or itself undertake, to perform such services during the term of this Contract.

2.03 Term. The term of this Contract shall be for a period of 20 years, commencing on July 1, 1993 and ending on June 30, 2013.

2.04 Summary of Services. The services to be performed by the Contractor under this Contract shall consist of the collection, transportation and disposal of residential and municipal solid waste pursuant to the terms and conditions of this Contract. These services shall be provided to each Residential Unit geographically located within the corporate limits of the City one time per week and to each Municipal Facility in accordance with Section 2.05(c). All labor, materials, equipment, insurance, bonds, licenses, permits, supervision, administration, maintenance, and ancillary items or work necessary for the efficient, complete and proper performance of this Contract shall be the responsibility of the Contractor, whether or not specifically provided for herein.

2.05 Particular Services. The particular categories of service to be performed by the Contractor under the Contract are as follows:

(a) Basic Service. The Basic Service covers the overall collection, transportation and disposal of all Waste placed Curbside at each Residential Unit or in appropriate containers at each Municipal Facility; provided, however, that the Contractor shall not be required to collect automotive tires in excess of ten (10) per pickup at any Residential Unit. Basic Service will commence on July 1, 1993 and will be performed throughout the term of the Contract.

✓ (b) Optional Additional Services. The interests of the community or the mandate of law may require that some or all Waste be subject to recycling or other waste minimization requirements during the term of the Contract. During the term of the Contract it is likely that the City will commence special programs for (i) collection and disposal of white goods, (ii) collection and disposal of yard waste, (iii) curbside recycling, and/or (iv) central local recycling. The City, in its sole discretion, may direct the Contractor to implement any one or more of these four programs at any time during the term of the Contract at the prices set forth in Section 2.06. The City will provide the Contractor with written notice as to the date of implementation of any of these programs at least six (6) months in advance, unless a shorter notice period is required in order to comply with applicable law. The nature of the services to be provided pursuant to these programs is as follows:

(i) White Goods. The Contractor will collect white goods placed Curbside and will separate white goods from all other Waste collected and will process and

dispose of white goods in its discretion by any method permitted by law other than disposal in a landfill.

✓ (ii) Yard Waste. The Contractor will collect yard waste placed Curbside and will separate yard waste from all other Waste collected and will process and dispose of yard waste in its discretion by any method permitted by law other than disposal in a landfill.

(iii) Curbside Recycling. The Contractor will collect recyclable materials placed Curbside and will separate such materials from all other Waste collected and will process such materials in its discretion by any method permitted by law and market them to appropriate purchasers. The specific materials to be collected and recycled shall be agreed to by the Contractor and the City and may include, without limitation, newsprint, glass containers (clear, green and brown), aluminum cans, steel cans, and plastic bottles and containers. The Contractor shall furnish each Residential Unit with appropriate bins or other containers in which to place recyclable materials. The Curbside recycling services performed by the Contractor shall be substantially the same as those described in its proposal with such modifications as may be agreed to by the City and the Contractor.

(iv) Central Location Recycling. The Contractor will collect recyclable materials from central location drop-off centers and will process such materials in its discretion by any method permitted by law and market them to appropriate purchasers. Materials permitted to be deposited at such centers will be agreed upon by the City as described in paragraph (iii) above. The City will provide the physical location for the drop-off centers and all personnel necessary to operate such centers. The Contractor will furnish all necessary containers and other equipment at drop-off centers.

The operational details of any of the optional services described in Sections 2.05(b) (e.g., special collection routes or schedules, guidelines for the packaging or Curbside placement of white goods, yard waste or recyclables) shall be agreed to by the City and the Contractor in good faith prior to the commencement of such services. Subject to paragraph (iv) above, the Contractor shall provide all personnel as well as any specialized collection vehicles, containers, processing equipment, balers, crushers, processing facilities, transfer stations and other equipment or facilities necessary to perform these optional services. Any profit earned or loss incurred by the Contractor in connection with the processing, disposal or sale of white goods, yard waste or recyclable materials shall be solely for the account of the Contractor. In connection with the implementation of any optional services program, the Contractor will participate in a public information and promotional program of the sort described in the Contractor's proposal, the details of which, including responsibilities for expenses, shall be agreed to by the City and the Contractor in advance.

(c) Municipal Service. In addition to residential service, the Contractor will collect, transport and dispose of solid waste from all municipally-owned facilities other than those operated by the Board of Public Utilities. Such facilities and their current

collect white goods placed Curbside and will separate white goods from all other Waste collected and will process and dispose of white goods in its discretion by any method permitted by law.

See page 4
(b) Optional Additional Services. The interest of the community or the mandate of law may require that some or all Waste be subject to recycling or other waste minimization requirements during the term of the Contract. During the term of the Contract, it is likely that the City will commence special programs for (i) collection and disposal of yard waste, (ii) curbside recycling, and/or (iii) central local recycling. The City, in its sole discretion, may direct the Contractor to implement any one or more of these three programs at any time during the term of the Contract at the prices set forth in Section 2.06. The Contractor does not have the option of unilaterally implementing any of these special programs. The City will provide the Contractor with written notice as to the date of implementation of any of these programs at least six (6) months in advance, unless a shorter notice period is required in order to comply with applicable law. The nature of the services to be provided pursuant to these programs is as follows:

✓ (i) Yard Waste. The Contractor will collect yard waste placed Curbside and will separate yard waste from other Waste collected and will process and dispose of yard waste in its discretion by any method permitted by law other than disposal in a landfill.

(ii) Curbside Recycling. The Contractor will collect recyclable materials placed Curbside and will separate such materials from all other Waste collected and will process such materials in its discretion by any method permitted by law and market them to appropriate purchasers. The specific materials to be collected and recycled shall be agreed to by the Contractor and the City and may include, without limitation, newsprint, glass containers (clear, green and brown), aluminum cans, steel cans, and plastic bottles and containers. The Contractor shall furnish each Residential Unit with appropriate bins or other containers in which to place recyclable materials. The Curbside recycling services performed by the Contractor shall be substantially the same as those described in its proposal with such modifications as may be agreed to by the City and the Contractor.

(iii) Central Location Recycling. The Contractor will collect recyclable materials from central location drop-off centers and will process such materials in its discretion by any method permitted by law and market them to appropriate purchasers. Materials permitted to be deposited at such centers will be agreed upon by the City as described in paragraph (ii) above. The City will provide the physical location for the drop-off centers and all personnel necessary to operate such centers. The Contractor will furnish all necessary containers and other equipment at drop-off centers.

The operational details of any of the optional services described in Sections 2.05 (b) (e.g., special collection routes or schedules, guidelines for the packaging of yard waste or recyclables) shall be agreed to by the City and the Contractor in good faith prior to the commencement of such services. Subject to paragraph (iii) above, the Contractor shall provide all personnel as well as any specialized collection vehicles, containers,

~~attest~~ ~~permanently~~ ~~see page 8~~ ~~city~~ ~~log~~

processing equipment, balers, crushers, processing stations and other equipment or facilities necessary to perform these optional services. Any profit earned or loss incurred by the Contractor in connection with the processing, disposal or sale of yard waste or recyclable materials shall be solely for the account of the Contractor. In connection with the implementation of any optional services program, the Contractor will participate in a public information and promotional program of the sort described in the Contractor's proposal, the details of which, including the responsibilities for expenses, shall be agreed to by the City and the Contractor in advance.

~~attest~~

Section 2.06 Price for Services. The amount to be paid by the City to the Contractor upon the commencement of any category of service under the Contract is as follows:

see page 8

<u>Nature of Service</u>	<u>Monthly Price Per Residential Unit Served</u>	<u>Other Price</u>
1. Basic Service	Effective 1/1/96 \$4.21 Effective 7/1/96 \$4.26 Effective 1/1/97 \$4.31 Effective 7/1/97 \$4.36 Effective 1/1/98 \$4.46	
2. Optional Program for Yard Waste	\$1.20	
3. Optional Weekly Curbside Recycling Program	\$1.80	
4. Optional Central Location Recycling Program		\$80 per pickup, per container
5. Municipal Services		\$17,340 for the year 7/1/93-6/30/94 and \$67,340 per year thereafter
6. Household Hazardous Waste		To be determined
7. Emergency Services		No charge

changed to January from July see page 8

Section 2.07 Number of Residential Units. Subject to Section 2.09, the number of residential units being serviced under the Contract shall be determined every two years commencing with January 1, 1998. The number of residential units being serviced by the Contractor January 1, 1996 through December 31, 1997, is in the amount of 50,447, which number includes residential units in the City of Kansas City, Kansas and the City of Bonner Springs, Kansas. The number of residential units during the same time period, located solely within the geographic limits of the City of Kansas City, Kansas is 48,495. On January 1, 1998, the City shall inform the Contractor of the number of residential units then being serviced and

this number shall be deemed to be the number of residential units for which compensation is paid under the Contract for the following two-year period January 1, 1998 through December 31, 1999. This process shall be repeated on January 1, 2000 and at two-year intervals thereafter throughout the term of this Contract; provided, however, that no adjustment shall be made in the number of residential units for which compensation is paid unless the percentage of change in the number of residential units being serviced during the preceding two-year period exceeds one percent (1%). For purposes of this paragraph, the City will determine the number of residential units being serviced based upon the average number of residential units which were billed for residential solid waste services during the most recent six-month period for which such billing information is available from the Board of Public Utilities for Kansas City, Kansas units and from the Bonner Springs Water Department for Bonner Springs, Kansas units.

(a) The definition of Residential Unit in Section 1.13 herein includes buildings containing not more than four separate or contiguous single-family dwelling units. The parties agree that Contractor shall provide Basic Service to all residential units identified by Bucher, Willis & Ratliff Engineers, Planners and Architects in their Residential Household Survey of February 17, 1995, which contain more than four separate or contiguous single-family dwelling units. These 300 "high density multi-family units" are those structures located within the geographic limits covered by the Contract which have been converted from single-family or duplex structures located in single family residential neighborhoods. Sixty-eight of these 300 units have been included within the previously designated number of residential units and therefore an additional 232 of these "high density multi-family units" as listed by the Bucher, Willis & Ratliff study (applicable segment attached hereto as Exhibit A), shall be added to the number of residential units for which the Contractor is compensated for Basic Service.

(b) The City may at any time during the term of this Contract, provide the Contractor with a list of the "high density multi-family units" described above in (a) that should be deleted from the list of residences to be provided waste collection and disposal services, or the City may designate the "high density multi-family units" described above in (a) that should be added to the list for waste collection and disposal services to be provided by the Contractor. The Contractor shall be compensated for these "high density multi-family units" in accordance with the written instructions from the City. The Contractor shall be obligated to collect and dispose of the Waste the first month following receipt of the written notice from the City and to cease collecting Waste from those locations the first month following the written notice by the City to delete said addresses from the list

changes to CPI

Section 2.08 - CPI Adjustment. Prices for all categories of services then being performed by the Contract will be subject to prospective adjustment on January 1, 2000, and at two-year intervals thereafter during the term of the Contract based upon changes during the previous two years in the Consumer Price Index for Urban Wage Earners and Clerical Workers, in the Kansas City metropolitan area as published by the Bureau of Labor Statistics of the U.S. Department of Labor. The CPI adjustment to be made on January 1, 2000, as to Basic Service shall be an adjustment to a price of \$4.41 for Basic Service not \$4.46. The CPI adjustment for the period July 1 through June 30 of the preceding years shall be the twelve months of the CPI-U

locations are set forth below. It is understood that the locations at which municipal collections are required may be changed by the City in accordance with its needs upon prior written notice to the Contractor. The Contractor will provide all necessary containers and related equipment at these locations. Prior to the commencement of service under the Contract, the Contractor and the City will agree upon a specific schedule for collections at municipal facilities, which schedule may not be changed by the Contractor without the prior consent of the City.

<u>Facility</u>	<u>Location</u>	<u>Size</u>	<u>Pickups</u>
Convention Center	5th & Minnesota	4 yds.	Wed & Sat.
Memorial Hall	7th & Barnett	4 yds.	Wed & Sat.
Public Transportation	448 Richmond	4 yds.	Weekly
City Hall	701 N. 7th Street	4 yds.	Weekly
Police Garage	6th & Ann	4 yds.	Weekly
Police Substation	2151 S. 34th Street	4 yds.	Weekly
Police Substation	1011 N. 80th Terrace	4 yds.	Weekly
Fire Station No. 1	6th & Armstrong	4 yds.	Weekly
Fire Station No. 2	6241 State Avenue	4 yds.	Weekly
Fire Station No. 3	420 Kansas Avenue	4 yds.	Weekly
Fire Station No. 4	81st & Leavenworth Rd.	4 yds.	Weekly
Fire Station No. 5	910 Quindaro	4 yds.	Weekly
Fire Station No. 6	1103 Osage	4 yds.	Weekly
Fire Station No. 7	2717 Strong	4 yds.	Weekly
Fire Station No. 9	11th & Central	4 yds.	Weekly
Fire Station No. 10	1166 Southwest Blvd.	4 yds.	Weekly
Fire Station No. 11	31st & State Avenue	4 yds.	Weekly
Fire Station No. 12	4220 Rainbow Blvd.	4 yds.	Weekly
Fire Station No. 14	2615 N. 27th Street	4 yds.	Weekly
Fire Station No. 15	444 Kindleberger Road	4 yds.	Weekly
Fire Station No. 16	55th & Metropolitan	4 yds.	Weekly
Fire Station No. 17	51st & Gibbs Road	4 yds.	Weekly
Fire Station No. 18	5427 Leavenworth Rd.	4 yds.	Weekly
Fire Station No. 19	1011 N. 80th Terrace	4 yds.	Weekly
Fire Station No. 20	2443 S. 88th Street	4 yds.	Weekly
Prescott Neighborhood Center	15th & Central	4 yds.	Weekly

adjustment to be used on January 1 of any year when such adjustments are to be made. Any CPI adjustment shall be calculated to the one hundredth degree.

ARTICLE XIII
AMENDED PROVISIONS

13.01 Settlement of Claims Between Contractor and City Arising Under Contract from 7/1/93-1/1/96.

The claims of the Contractor against the City and the City against the Contractor as set forth in the Position Statements and briefs filed by the City and the Contractor in the arbitration proceeding styled Deffenbaugh Industries, Inc. and The City of Kansas City, Kansas, Case No. 57 181 0061 95, have been resolved by the parties. In accordance therewith, the City and the Contractor agree to the following modifications to the Contract:

1. Payment by the City to the Contractor of the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) on or before October 1, 1996;
2. Increase in the Basic Service Price referenced in Section 2.05 and Section 2.06 of this Amended Contract as follows:

From January 1, 1996 through June 30, 1996	\$4.21
From July 1, 1996 through December 31, 1996	\$4.26
From January 1, 1997 through June 30, 1997	\$4.31
From July 1, 1997 through December 31, 1997	\$4.36
From January 1, 1998 through December 31, 1999	\$4.46*

*The CPI adjustment set forth in Section 2.08 to be made on January 1, 2000, shall be an adjustment to a price of \$4.41 for Basic Service not \$4.46. The \$4.46 Basic Service price is a part of the settlement of the Contractor's claims and is only to be applicable from January 1, 1998 through December 31, 1999, then returning to the Basic Service price of \$4.41 for CPI adjustment purposes;

3. The number of residential units will be as set forth in the amended Section 2.07 herein;
4. The "High Density Multi-Family Units" issues will be resolved as set forth in the amended Section 2.07 (a) and (b) herein;
5. The CPI adjustments will occur as per the amended Section 2.08 herein;
6. The terms of the Settlement Agreement and Release entered between the parties contemporaneously herewith shall be effective; and
7. The Contractor and the City shall be responsible, as mutually agreed, for one-half of the costs of the Bucher, Willis & Ratliff study dated February 17, 1995.

<u>Facility</u>	<u>Location</u>	<u>Size</u>	<u>Pickups</u>
Municipal Wastewater Treatment Plant No. 1	50 Market Street	6 yds.	Weekly
Municipal Wastewater Treatment Plant No. 20	2443 S. 88th Street	4 yds.	Weekly
Sewer Maintenance Building	Market & Ohio	4 yds.	Weekly
Traffic Regulations Division	6297 State Avenue	3 yds.	Weekly
Sunflower Hills Golf Course	122nd & Riverview Club House	2-2 yds.	Mon & Fri.
	Maintenance Shop	1-2 yds.	Mon & Fri.
Public Works	80th & Cernech	30 yds.	As Needed
Parks & Recreation Street Division	1st & Garfield	40 yds.	As Needed
	1st & Garfield	40 yds.	Twice
	48th & Shawnee	40 yds.	Weekly
	68th & Cernech	20 yds.	Weekly
	82nd & Riverview	20 yds.	Weekly

(d) Household Hazardous Waste. The Contractor will perform such services with respect to the collection, transportation and disposal of household hazardous waste as may be requested from time to time during the term of the Contract. The specific nature of such services, and the price therefore, will be agreed to by the parties in good faith within a reasonable time prior to the performance of such services.

(e) Emergency Services. The Contractor will provide the City with such emergency services as may be required by the City from time to time, including, without limitation, the furnishing of all personnel, equipment, materials and other items necessary to perform such services. Emergencies shall include snow or ice storms, tornadoes, high winds and other emergency circumstances, whether or not caused by force of nature, which may require extraordinary or additional services to be performed by the City Public Works Department.

2.06 Price for Services. The amount to be paid by the City to the Contractor upon the commencement of any category of service under the Contract is as follows:

Revised see 3 of 6

<u>Nature of Service</u>	<u>Monthly Price Per Residential Unit Served</u>	<u>Other Price</u>
1. Basic Service	\$3.79	
2. Optional Program for White Goods	\$.25	
3. Optional Program for Yard Waste	\$1.20	
4. Optional Weekly Curbside Recycling Program	\$1.80	
5. Optional Central Location Recycling Program		\$80.00 per pickup per container
6. Municipal Services		\$17,340.00 for the year July 1, 1993 - June 30, 1994 and \$67,340.00 per year thereafter
7. Household Hazardous Waste		To be determined
8. Emergency Services		No charge

2.07 Number of Residential Units. Subject to Section 2.09, the number of Residential Units being serviced under the Contract shall be determined every two years. No later than May 1, 1993, the City shall determine and notify the Contractor of the number of Residential Units to be serviced during the period July 1, 1993 through June 30, 1995. On July 1, 1995 the City shall inform the Contractor of the number of Residential Units then being serviced and this number shall be deemed to be the number of Residential Units for which compensation is paid under the Contract for the following two-year period July 1, 1995 through June 30, 1997. This process shall be repeated on July 1, 1997 and at two-year intervals thereafter throughout the term of the Contract; provided, however, that no adjustment shall be made in the number of Residential Units for which compensation is paid unless the percentage of change in the number of Residential Units being serviced during the preceding two-year period exceeds one percent. For purposes of this paragraph, the City will determine the number of Residential Units being serviced based upon the average number of Residential Units which were billed for residential solid waste services during the

most recent six month period for which such billing information is available from the Board of Public Utilities.

** changed
see 4/26*
2.08 CPI Adjustment. Prices for all categories of services then being performed by the Contractor will be subject to prospective adjustment on July 1, 1995 and at two-year intervals thereafter during the term of the Contract based upon changes during the previous two years in the Consumer Price Index for Urban Wage Earners and Clerical Workers, in the Kansas City metropolitan area as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

2.09 Annexation.

(a) It shall be the duty of the Contractor to anticipate the future growth of the City and to have increased labor, equipment and facilities ready for use when needed. The City will provide the Contractor with reasonable prior notice and information relating to the annexation of new areas within the City's corporate limits. The Contractor will be expected to begin collection services on the first regularly scheduled day after annexation.

(b) Notwithstanding the provisions of Section 2.07, the number of Residential Units being serviced under the Contract shall be increased by the number of Residential Units in an annexed area, effective as of the effective date of such annexation.

2.10 Additional Communities.

(a) It is anticipated by the parties that Interlocal Agreements will be entered into between the City and each of Bonner Springs, Kansas and Edwardsville, Kansas, whereby the residential solid waste collection and disposal services provided to the City hereunder will be extended to those two communities. Upon the effectiveness of such Interlocal Agreements, (i) the number of Residential Units set forth in Section 2.07 shall be adjusted, if necessary, to include the number of additional Residential Units to be serviced, and (ii) the obligations of the Contractor under the Contract shall extend to Bonner Springs and Edwardsville and their respective residents to the same extent as if these communities had been original signatories hereto. It is the intention of the City and the Contractor that no further agreements need be executed and exchanged by them in order to effectuate the extension of service under the Contract to Bonner Springs and Edwardsville; provided, however, that each party agrees to execute and deliver such instruments and take such other action as may be reasonably requested by the other, or by Bonner Springs or Edwardsville, in order to carry out the arrangements contemplated by the Interlocal Agreements and this Section 2.10.

✓ (b) The Contractor's fees for services performed in Bonner Springs and Edwardsville will be included in its invoices to the City pursuant to Section 2.12 and will be paid by the City. The City will be solely responsible for obtaining payment for such services from Bonner Springs and Edwardsville.

(c) Any determination made by the City to commence or terminate any optional additional service under Section 2.05(b) shall be binding upon Bonner Springs and Edwardsville, with the single exception that Bonner Springs and Edwardsville, together but not individually, may, on July 1, 1998 and every four years thereafter during the term of the Contract, elect to cease participating in any optional additional service then being performed under the Contract.

2.11 Change in Law.

(a) The Contractor will bear the financial and legal risk of (i) any enactment, adoption, modification, official change in interpretation or repeal of any federal, state, or local law, ordinance, rule, regulation or similar enactment, (ii) any modification or imposition of conditions on the issuance or reissuance of any permit, license or approval, or (iii) an order or judgment of any court or governmental agency affecting the conduct of the Contractor's business or the operation of landfills.

(b) The prices for services set forth in Section 2.06 include all taxes, fees, assessments or other charges to which the Contractor or its business may be subject on the date hereof. The Contractor will bear the risk of any change in taxes, fees, assessments or charges of any sort imposed on the Contractor's business after the date hereof by any federal, state or local governmental authority with the single exception of fees, taxes, assessments or other charges imposed subsequent to the date hereof by the City with respect to the collection transportation, handling or disposal of Waste or the ownership, operation or use of a disposal facility for Waste under the Contract. Any such charges will be assumed by the City by means of an adjustment to the price payable by the City to the Contractor at the time such charges become payable by the Contractor, but only to the extent that such charges are directly attributable to the Contractor's performance of the Contract.

(c) Except for the assumption of such City-imposed charges described in paragraph (b) above, there shall be no adjustment in the compensation payable to the Contractor hereunder except as provided in Section 2.07, 2.08, 2.09 and 2.10.

2.12 Payment. The Contractor will invoice the City for services performed on a monthly basis. The City shall have thirty (30) calendar days from the date of receipt of the invoice to approve the invoice and make payment by City warrant. If the City fails to make payment of the approved invoice within this period, the Contractor is entitled to 10 percent per annum interest on any unpaid amount from the expiration of such 30-day period to the date of payment.

2.13. Contract Subject to Appropriations. Compensation payable to the Contractor under the Contract is to be paid from the City's General Fund. The Contract may be cancelled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period following the first; however, this does not affect either the City's rights or the Contractor's rights to terminate the Contract in accordance with its terms.

The Contractor will be notified on a timely basis whether the funds are or are not available for the continuation of the Contract for each succeeding fiscal period.

ARTICLE III

EQUIPMENT

3.01 Collection Vehicles. The Contractor shall provide and maintain during the entire term of this Contract a fleet of Waste collection and transportation vehicles sufficient in number and capacity to perform the work required by this Contract. Collection vehicles shall be standard products of reputable manufacturers of such equipment so that continuing service and delivery of spare parts may be assured. After July 1, 1995, all packer vehicles having a maximum capacity in excess of fifteen (15) cubic yards shall have a triple rear axle. The Contractor also shall be permitted to use such auxiliary loading equipment and self-loading bodies as may be necessary for efficient collection and disposal.

3.02 Reserve Vehicles. The Contractor shall at all times have available reserve vehicles which can be put into service within two (2) hours of the breakdown of any regular vehicle. Such reserve vehicles shall correspond in size and capacity to the vehicles regularly used by the Contractor in performing this Contract and they shall be maintained and operated in compliance with all provisions herein concerning regular collection vehicles.

3.03 Garages, Shops and Yards. The Contractor shall provide garages, shops and yards for its equipment adequate and sufficient to provide for all-weather, year-round operation of such equipment. The Contractor's garages, shops, yards and related buildings shall be located in the Kansas City, Kansas metropolitan area within areas approved for such facilities under applicable zoning ordinances.

3.04 Maintenance of Equipment. All vehicles, conveyances, containers, docks, yards, and all other equipment and facilities of whatever nature which are used by the Contractor shall be kept and maintained in sanitary condition and good repair. The Contractor's yards shall include adequate wash racks and docks with appropriate water and sewer provisions to be used for the daily flushing, cleaning, and sanitizing of equipment used for collection or transportation of Waste. All equipment used for the collection or transportation of Waste shall be thoroughly cleaned and scrubbed, both inside and outside, and deodorized at least once each week.

3.05 Inspection of Equipment and Facilities. All equipment and facilities used by the Contractor in performing the Contract shall be subject to inspection by the City for sanitation, safety, and appearance. Equipment or facilities determined to be unsatisfactory in any such respect shall, upon notice of such determination from the City, be removed from service and replaced or repaired by the Contractor as soon as reasonably possible.

3.06 Hand Implements. Each vehicle shall be equipped with a shovel and a broom or rake intended to be used by the crew of such vehicle to clean up any spilled Waste.

3.07 Number of Vehicles.

(a) In the event that the Contractor determines to add or delete items of solid waste collection and transportation equipment used in performing the Contract, it will promptly furnish the Contracting Officer with a list of all equipment to be so added or deleted, including the I.D. number, capacity, make, model and year of each vehicle.

(b) If the City should determine at any time that the Contractor's performance hereunder is inadequate due to a lack of proper equipment, the Contracting Officer may issue a written order requiring the Contractor to utilize additional vehicles or other equipment and setting forth the reasons therefor. If the Contractor disagrees, it may submit a written response to the City Administrator within thirty (30) days after the date of the order. The determination of the City Administrator on the matter shall be in writing and shall be final and binding on both parties. If the Contractor fails to comply with such determination within sixty (60) days of the date thereof, such failure shall constitute a breach of this Contract, and the Contractor shall forfeit as liquidated damages the sum of three hundred dollars (\$300.00) per item of equipment for each day that such failure continues. Regardless of whether an order has been issued by the Contracting Officer, the Contractor is at all times responsible for furnishing whatever additional vehicles or other equipment may be necessary to efficiently, completely and properly perform the Contract.

(c) The Contractor shall have the right to request the Contracting Officer's approval of a decrease in the number of vehicles or other equipment reserved for performance of the Contract. Such request must demonstrate to the Contracting Officer's satisfaction the Contractor's ability to efficiently, completely and properly fulfill its obligations under the Contract with the reduced number of vehicles or other equipment.

3.08 Markings on Equipment. All equipment used in performing the Contract must clearly display on each side the Contractor's name, the address and telephone number of its local office, and, if applicable, the vehicle number. Letters and numbers shall be at least four (4) inches high and of proportionate width. The words "City," "Kansas City" or "Kansas City, Kansas" shall not appear on any item of equipment.

3.09 Non-Contract Collections. Vehicles used in performing the Contract shall not be used by the Contractor to make private collections, collections outside the corporate limits of the City or any other collections not provided for in this Contract.

3.10 Governmental Requirements. The Contractor shall be responsible for all required registration, licensing and government inspections of all vehicles used in performing the Contract. All vehicles must satisfy applicable governmental regulations relating to air pollution, noise levels and size and weight restrictions, and must comply with applicable

requirements of federal, state and local occupational safety and health authorities. All personnel operating equipment shall possess and carry valid and proper licenses required by the State of Kansas for the operation of such equipment. All vehicles used in performing the Contract shall be licensed in the County.

ARTICLE IV

ROUTES AND SCHEDULES

4.01 Collection Routes and Schedules. The collection routes and daily schedules for collection shall be the routes and daily schedules set forth on Exhibit A hereto.

4.02 Changes in Routes or Schedules. Modifications or changes of any kind to the collection routes or daily schedules set forth on Exhibit A shall not be made by the Contractor without the prior written approval of the Contracting Officer. Any request by the Contractor for such approval shall demonstrate why the proposed changes would result in more efficient and effective service to the citizens of the City under the Contract. Upon the Contracting Officer's approval of any proposed change in collection routes or daily schedules, the Contractor shall give notice to the effected Residential Units as described in Section 4.05(b) below.

4.03 Hours of Collection. All collections shall be made between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Exceptions to these collection hours may be made only when the Contracting Officer has determined that such an exception is necessary in order to complete collections due to extraordinary, temporary circumstances.

4.04 Holidays. The holidays to be observed by the Contractor during the term of the Contract will be as follows:

Martin Luther King's Birthday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
New Year's Day

In order to assure weekly service to all Residential Units, during weeks when a holiday falls on a weekday, service will be delayed for one day for the balance of the calendar week following the holiday. The regular service schedule will be resumed the following week. Notice of modifications in daily schedules due to holidays shall be published for two successive days prior to the holiday in the manner described in Section 4.05(a) below. The holidays to be observed by the Contractor may be changed with the prior written consent of the Contracting Officer.

4.05 Notice to the Public.

(a) Prior to the commencement of the term of the Contract, the Contractor shall publish a notice of its collection routes and daily schedules in a newspaper of general circulation in the City for two (2) successive days. Such notice shall contain a verbal description of the perimeter boundaries of each route. The notice shall be a minimum of 3 inches x 4 inches, with heavy type print stating "NOTICE TO THE PUBLIC REGARDING TRASH COLLECTION SCHEDULE." The notice shall also include the full business name and telephone number of the contractor and the hours of collection.

(b) Not less than two (2) weeks prior to giving effect to any change in collection routes or daily schedules, other than changes necessitated by holidays, the Contractor shall, at its expense, notify each Residential Unit effected by such change. Notice shall be in the form of a written notice delivered to each such Residential Unit. If the change in collection routes or daily schedules effects more than twenty-five percent (25%) of the Residential Units in the City, notice of the change also shall be published in the newspaper in accordance with Section 4.05(a) above.

(c) The Contractor shall, at its expense, give notice of the rules applicable to Waste collection services in the spring of each year, by publishing, at its expense, a notice of such rules at least 8 1/2 inches by 11 inches in size for seven (7) consecutive days in a newspaper of general circulation in the City.

ARTICLE V

COLLECTION OPERATIONS

5.01 Curbside Collection. The Contractor shall provide collection service for Waste which is placed Curbside by 7:00 a.m. on the designated collection day. The Contractor may decline to collect any Waste which is not securely contained or packaged in Containers, Bags or Bundles, other than bulk items which cannot be so packaged. The Contractor shall not enter private driveways, alleys or yards to collect Waste. Only City streets or City rights of way shall be utilized by the Contractor's collection vehicles.

5.02 Handling of Reusable Containers. Any reusable Container, after being emptied by the Contractor, shall be returned to the place from which it was removed. Immediately after emptying, lids and covers shall be replaced and such Containers shall be left standing upright. The Contractor shall exercise due care and diligence in handling such Containers and shall be responsible for repairing or replacing any such Container damaged through excessively rough or careless handling.

5.03 Spillage. The Contractor shall exercise due care so as to prevent (i) spilling, scattering or dropping of Waste in the course of the collection process, and (ii) blowing or

falling of Waste from any collection vehicle, and shall immediately at the time of occurrence clean up any such spilled, scattered, dropped, blown or fallen Waste.

5.04 Manner of Collection.

(a) The Contractor shall perform collection services in such a manner as to create no nuisance and with as little disturbance as possible to Customers. The Contractor shall make every effort to maintain normal traffic flow and minimize interference with traffic during the collection process. The Contractor shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. The City may request the dismissal or removal of any employee of the Contractor who violates any provision of the Contract, or who is wanton, negligent or discourteous in the performance of his duties.

(b) Collection of residential solid waste is a City service and it is the intention of the City and the Contractor to provide Customers with service of the highest possible quality. The parties recognize that unforeseen problems will arise. The Contractor will be expected to cooperate with the City and its citizens in carrying out the basic task of collecting all residential solid waste from Residential Units. The Contractor will make every reasonable effort to service Customers regardless of errors made by Customers in the preparation or placing of Waste for collection.

(c) Notwithstanding the preceding paragraph, if a Customer's errors in the preparation or placing of Waste for collection are so egregious that the Contractor, in good faith, refuses to collect any such Waste, the Contractor will notify the Customer in writing of such refusal and the reason therefor. The notice shall be written on a red tag, furnished by the Contractor and approved in form by the Contracting Officer, which shall be affixed by the Contractor to the uncollectible Waste. Within 24 hours, a copy of this notice or a record of same must be submitted by the Contractor to the Contracting Officer including the date, address, time of collection, and the reasons why such Waste was not collected.

ARTICLE VI

CONTRACTOR'S PERSONNEL

6.01 Employees. The Contractor shall employ an adequate number of employees to efficiently and properly perform the services contemplated by the Contract. To the extent permitted by law, the Contractor shall give preference in employment to qualified residents of the City with respect to all work to be performed under the Contract. The Contractor shall provide appropriate and adequate operating and safety training for all employees.

6.02 Identification. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, provided by the Contractor, such as a name tag or identification card.

6.03 Conduct. The Contractor agrees to prohibit the use of alcoholic beverages and drugs by its employees while on duty or in the course of performing their duties under this Contract. Employees shall not trespass or loiter, cross private property to adjoining premises, or dispose of or tamper with property which does not or should not concern them. Employees shall not at any time represent themselves to be employees of the City.

ARTICLE VII

CONTACT WITH CONTRACTOR

7.01 Contractor's Office.

(a) Throughout the term of the Contract, the Contractor shall establish and maintain a local office and an authorized managing agent within the Kansas City, Kansas metropolitan area. The Contractor shall furnish the City with the name of the managing agent prior to commencing collection operations and shall notify the City if the managing agent is changed at any time.

(b) The Contractor's local office shall have a responsible person in charge from 7:00 a.m. through 5:00 p.m. Monday through Friday with the exception of holidays with the authority to make decisions relevant to operations under this Contract. In addition, an employee of the Contractor shall be available during these hours to answer the telephone to receive complaints and inquiries from the public related to this Contract. This employee shall receive such calls in a courteous and polite manner.

(c) The Contractor's managing agent shall serve as the point of contact for dealings and communications with the Contractor. The City's point of contact shall be the Contracting Officer or his authorized representative. It is, however, recognized that daily operational communications will occur between the Contractor's employees and City staff members at various levels of authority. To the extent that these communications facilitate performance of the Contract, they will be encouraged.

7.02 Complaints.

(a) The Contractor shall be responsible for receiving Customer's inquiries, requests for service and complaints related to service under the Contract. The Contractor shall provide the City with a telephone number which will be published in informational literature and in the Government section of the local telephone book. Any calls received by the City concerning the services provided under the Contract shall be referred to this number. The Contractor's telecommunications system must be capable of handling Customer calls during peak periods of activity. The Contractor shall keep a record of the total number of calls received related to this Contract.

(b) The Contractor shall make a written record of each complaint received, including the name, address and telephone number of the complainant, date and time of the complaint, date and nature of the occurrence complained of and disposition of the complaint. Upon receipt of a complaint, the Contractor shall promptly investigate. All complaints shall be resolved expeditiously within the 24 hour period following receipt. If the complaint involves a failure by the Contractor to make a scheduled collection, and if the Contractor fails to make such collection within 24 hours after receipt of the Complaint, Contractor shall be penalized one hundred dollars (\$100.00) for each 24 hour period in which such failure continues, which amount shall be deducted from the City's next payment to the Contractor. The Contractor may appeal this penalty to the City Administrator whose decision on the matter will be final.

(c) The Contractor shall forward to the Contracting Officer a description of each complaint received by the Contractor on the day the complaint is received and a description of the disposition of the Complaint within 24 hours thereafter.

(d) If the Contractor finds a complaint to be without merit, the Contractor shall so notify the Customer and the Contracting Officer. The notice shall advise the Customer that if he wishes to challenge this finding, he may contact the City's Deputy Director of Public Works at (913) 573-5700. At the Contractor's request and with the Contractor's assistance, the City will attempt to identify and contact Customers who make repeated unjustified complaints and alleviate the circumstances giving rise to such complaints.

ARTICLE VIII

DISPOSAL OF WASTE

8.01 Title to Waste. All Waste, upon being deposited into a collection vehicle by the Contractor pursuant to this Contract, shall become and be the property and responsibility of the Contractor. The Contractor shall not enter into any salvage operations while enroute to the disposal site without the prior written consent of the Contracting Officer.

✓ 8.02 Landfill Capacity. Notwithstanding any other provision of this Contract, it shall be the sole responsibility of the Contractor to have available to it at all times during the term of the Contract adequate landfill capacity for the landfill disposal of Waste throughout the 20-year term of the Contract. The Contractor covenants and agrees that it will have such landfill capacity available throughout the term of the Contract, regardless of whether such capacity exceeds the number of cubic yards reserved under Section 8.06 or the capacity subject to the Easement Agreement referred to in Section 8.08.

✓ 8.03 Landfill to be Used. All Waste collected by the Contractor shall be transported to the Johnson County Landfill, located in Johnson County, Kansas at 18181 West 53rd Street, Shawnee, Kansas 66203 and owned by the Contractor (the "Landfill").

The Contractor shall not utilize any different or additional landfill site without the prior written approval of the Contracting Officer. Requests by the Contractor for such approval shall explain in detail the reasons for the request, and shall include all of the documentation concerning the proposed new landfill site called for in Section VI of the Proposer's Questionnaire as well as any further information and documentation requested by the Contracting Officer. All charges for disposal shall be included in the prices to be paid by the City to the Contractor pursuant to Section 2.06 hereof. The Contractor represents and warrants that as of the date hereof, adequate capacity exists and is available at the Landfill for the disposal of Waste pursuant to the Contract throughout its 20-year term.

8.04 City Designation of Landfill. In the event that any lawsuit, claim, investigation, complaint, action or other proceeding is commenced by either a private party or any government agency alleging a violation of any federal, state or local law, rule or regulation with respect to the ownership, operation or use of the Landfill, the City may designate a different landfill to be used for disposal of Waste under the Contract. The City agrees to exercise its rights hereunder only in connection with allegations of serious substantive violations, and not violations which are minor or technical in nature. The designation of a new landfill pursuant to this Section 8.04 shall not be a basis for an adjustment in the Contractor's compensation hereunder.

8.05 Environmental Survey.

(a) At least three months prior to the commencement of the initial term of the Contract, the Contractor shall have delivered to the City an environmental survey concerning the Landfill. The survey shall be performed at the Contractor's sole expense by environmental engineering experts of good repute satisfactory to the City. The protocol for the survey, the general objective of which shall be to determine whether the Landfill is being operated in accordance with applicable law and to assess its future life and capacity, shall be approved by the City before the survey is performed. The engineers' findings shall be presented in a detailed written report which shall be determined by the City, in its sole discretion, to be satisfactory before collection may commence.

(b) In the event that the Contractor requests approval to use any different or additional landfill or disposal facility under Section 8.02, such request shall be accompanied by an environmental survey report prepared in accordance with Section 8.05(a) with respect to the proposed new landfill or disposal facility.

(c) In the event that the City designates any different or additional landfill or disposal facility under Section 8.04, an environmental survey report prepared in accordance with Section 8.05(a) shall be furnished to the City at such time prior to utilization of such landfill or facility as may reasonably be specified by the City.

(d) If, at any time during the term of this Contract, the Landfill or other disposal facility being used by the Contractor is the subject of a citation of any sort for a

serious, nontechnical violation of applicable federal, state, city or county environmental laws or regulations, or if the City has reasons to believe in good faith that such a violation has occurred, the City may request the Contractor, at the Contractor's expense, to update the environmental survey concerning the Landfill or such facility or to provide such other information or studies as the City may request to determine the existence and extent of such violation.

✓ 8.06 Reservation of Capacity at Landfill.

(a) At all times during the term of the Contract, the Contractor will have reserved and available to the City adequate capacity at the Landfill for the disposal of Waste throughout the remaining term of the Contract. The parties currently estimate that a minimum of 1,802,000 cubic yards of capacity at the Landfill will be necessary to accommodate disposal throughout the 20-year term of the Contract. The Contractor agrees to reserve not less than 1,802,000 cubic yards of capacity at the Landfill for use pursuant to the Contract and to preclude the disposal of waste from any other customer or source which would result in less than 1,802,000 cubic yards of capacity being available for use under the Contract. On July 1 of 1994 and of each year thereafter during the term of the Contract, 1/20th of the 1,802,000 cubic yards reserved by the Contractor hereunder shall be released from such reservation and may be utilized by the Contractor free of any obligation to the City hereunder.

(b) No later than February 15, 1994 and of each year thereafter during the term of the Contract, the Contractor will deliver to the City a report as to the status of capacity at the Landfill. The report shall be prepared at the Contractor's sole expense by engineering experts of good repute satisfactory to the City. The protocol for the report, the general objective of which shall be to determine whether adequate space at the Landfill remains available for purposes of the Contract, shall be approved by the City before the studies giving rise to the report are performed. The report shall include an analysis of the cubic yards of waste disposed of at the Landfill during the prior year both pursuant to the Contract and from other sources, the Contractor's estimates as to the volume of Waste for which disposal will be required during the remaining term of the Contract and the remaining capacity and projected life of the Landfill. The report shall be determined by the City, in its sole discretion, to be satisfactory in order for the Contractor's obligations hereunder to be deemed satisfied.

(c) The Contractor agrees that it will not dispose of any waste at the Landfill, nor will it enter into contracts, commitments or other arrangements for such disposal with other customers, which would have the effect of depleting, reducing or otherwise impairing the reservation of capacity for purposes of the Contract described in Section 8.06(a). Notwithstanding any other provision of this Section 8.06, in the event that the City should determine at any time during the term of the Contract that the capacity available to the City at the Landfill is not adequate for purposes of the Contract, the Contractor will, upon written notice from the City, reduce the amount of waste from other

sources being disposed of at the Landfill by such amounts as may be necessary to reserve adequate remaining capacity for purposes of the Contract. If necessary to achieve this objective, the Contractor will close the Landfill to all customers other than the City.

(d) On the fifth, tenth and fifteenth anniversaries of the commencement of the term of the Contract, the City and the Contractor shall assess the volume of Waste disposed of pursuant to the Contract to date and the accuracy of projections for the volume of Waste to be disposed of pursuant to the Contract during the remainder of its term. In the event that the number of cubic yards of capacity then reserved for purposes of the Contract is deemed by the City to be either excessive or inadequate for purposes of the Contract, the parties shall negotiate in good faith an amendment to the number of cubic yards reserved for the Contract under this Section 8.06. Such amendment shall be intended to maintain the reservation and availability of adequate capacity at the Landfill for the disposal of Waste during the remaining term of the Contract, while releasing from such reservation capacity which is in excess of that required for the Contract.

8.07 Inspection of the Landfill and Records. The City and its duly authorized agents shall have the right at all times to enter upon and to examine and inspect the Landfill, to examine and inspect the Contractor's records relating to the disposal of Waste under this Contract subject at all times to reasonable notice and Contractor's safety and security procedures and during normal business hours so as not to adversely affect the operations of the Contractor at the Landfill.

8.08 Easement Agreement.

(a) Prior to the commencement of the Contract, the Contractor shall execute and deliver to the City an Easement Agreement substantially in the form of Exhibit B hereto. Promptly after execution of said Easement Agreement, the City will file and record same upon the record of title of the Landfill with the appropriate state and local land records offices responsible for recording transfers of real property. All filing fees or other expenses associated with the recordation of the Easement Agreement shall be borne by the Contractor.

(b) The City shall pay to the Contractor the sum of fifty thousand dollars (\$50,000) in consideration for the granting by the Contractor of the easement and right of use provided for in the Easement Agreement. This sum will be paid in twelve (12) equal monthly installments during the first year of the Contract.

(c) The Contractor will take all actions necessary to ensure that the easement provided for in the Easement Agreement shall be, on the date of execution of the Easement Agreement by the parties and throughout the term thereof, superior to any lien, mortgage, lease or other encumbrance on the Landfill or the real property of which it is a part, that any such lien, mortgage, lease or other encumbrance on the Landfill or real property of which it is a part is subordinated to the Easement Agreement at the time the Easement Agreement is recorded, and will forever warrant and defend its title to the Landfill

and the real property of which it is a part and the first lien priority of the Easement Agreement.

(d) No more frequently than once every 12 months during the term of the Contract, the Contractor may propose to the City, subject to the City's approval in its sole discretion, an amendment to the Easement Agreement whereby the location of the Easement Area (as defined in the Easement Agreement) may be changed, provided that (i) under no circumstances shall such change in the location of the Easement Area limit, reduce or otherwise affect any of the rights and benefits granted or afforded to the City under the Easement Agreement or this Contract, (ii) the Contractor shall have delivered to the City a title report on the proposed new location of the Easement Area confirming that the Contractor has good and marketable title to such new location, and the title to the proposed new location of the Easement Area shall be as provided in subsection (c) above and insured by a reputable national title insurance company for the benefit of the City at the Contractor's expense, and (iii) in the City's judgment, no violation or potential liability shall exist with respect to the proposed new location of the Easement Area under any federal, state, city or county statute, law, ordinance, rule or regulation concerning the ownership, operation, maintenance or use of a landfill. If the City approves the Contractor's proposal to relocate the Easement Area, all expenses associated with such proposal and relocation, including, without limitation, expenses for document preparation, title reports, filing fees, title insurance and legal fees incurred by the City, shall be borne by the Contractor.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

9.01 Representations and Warranties of the Contractor. The Contractor hereby makes the following representations and warranties to the City, which representations and warranties shall be deemed made anew on and as of the date of commencement of the term of the Contract:

(a) Organization and Qualification. The Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has the requisite corporate power to carry on its business as it is now being conducted. The Contractor is duly qualified as a foreign corporation to do business, and is in good standing, in the State of Kansas and in each other jurisdiction where the character of its properties owned or leased or the nature of its activities makes such qualification necessary.

(b) Authorization of Agreement. All corporate action on the part of the Contractor, its directors and stockholders necessary for the authorization, execution and delivery of this Contract by the Contractor and the performance of all the Contractor's obligations hereunder has been taken. This Contract has been duly and validly executed and delivered by the Contractor and constitutes a valid and binding obligation of the Contractor,

enforceable against the Contractor in accordance with its terms, except to the extent that enforcement hereof may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and rules of law governing equitable remedies.

(c) Compliance with Other Instruments. The execution and delivery of this Contract by the Contractor does not, and the performance of the Contractor's obligations hereunder will not (i) conflict with or result in any breach of any provision of the Articles of Incorporation or Bylaws of the Contractor or any similar governing documents of any subsidiary of the Contractor; (ii) require any consent, approval, authorization or permit of, or filing with, or notification to, any governmental or regulatory authority; (iii) result in a default or give rise to any right of termination, cancellation or acceleration under any term or provision of any mortgage, indenture, contract, agreement, instrument or obligation to which the Contractor or any of its subsidiaries is a party or by which the Contractor or any of its subsidiaries or any of its or their respective assets may be bound; or (iv) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Contractor, any of its subsidiaries or any of their respective assets.

(d) Necessary Licenses. The Contractor is duly licensed and permitted to operate and perform all Waste handling activities provided for under this Contract, including but not limited to the transportation of Waste and the disposal of Waste in the Landfill, and all such licenses and permits are in good standing, with the Contractor in full compliance.

(e) Compliance with Laws. The Contractor is in compliance with all federal, state and local laws, rules and regulations applicable to it or the conduct of its business. The Contractor is not in violation of, nor has it received a notice of potential liability with respect to, any federal, state, city or county statute, law, ordinance, rule or regulation concerning the ownership, operation, maintenance or use of any landfill or other disposal facility which the Contractor contemplates using for the disposal of Waste or other material collected under this Contract, and no such disposal facility is subject to any order, notice of violation, claim or any other action of any nature regarding any alleged violation or lack of compliance, including but not limited to actions related to any release of any materials from, or environmental cleanup or restoration of, any of said disposal facilities.

(f) Litigation. There is no action, suit or proceeding, at law or in equity, pending or threatened before or by any court, governmental agency or other tribunal against the Contractor wherein an unfavorable decision, ruling or finding would adversely affect the performance by the Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Contract.

(g) Ownership of Landfill. The Contractor is the sole record and beneficial owner of the Landfill and the real property of which it is a part and it has good and marketable title to the Landfill and the real property of which it is a part, free and clear of all mortgages, liens, pledges, charges or encumbrances of any sort.

(h) Ownership of Stock of the Contractor. Ronald D. Deffenbaugh is the record and beneficial owner of all of the issued and outstanding shares of capital stock of the Contractor.

9.02 Representations and Warranties of the City. The City hereby represents and warrants to the Contractor that the City has the full power and authority to execute and deliver this Contract and to perform the obligations contemplated to be performed by it hereunder, all of which actions have been duly authorized in accordance with the laws of the State of Kansas and such other laws as may be applicable.

ARTICLE X

ADDITIONAL COVENANTS AND AGREEMENTS

10.01 Insurance Requirements.

(a) At all times during the term of this Contract, the Contractor shall provide and maintain in full force and effect the types of insurance set forth below in at least the limits of liability specified. All insurance will be by insurers acceptable to the City and authorized to do business in the State of Kansas. Prior to the commencement of any work under the Contract, the Contractor shall furnish the City with certificates of insurance, executed by an authorized representative of the respective insurer and satisfactory to the City in form and substance, to the effect that such insurance has been procured and is in full force and effect. The certificates and the policies shall provide that (i) no policy shall be cancelled or changed except upon thirty (30) days prior written notice sent to the Contractor by registered mail and (ii) all policies shall be automatically renewed upon expiration and shall continue in full force and effect upon thirty (30) days prior written notice sent to the Contractor by registered mail. Upon request, the Contractor shall furnish the City with a copy of the original policy covering any kind of insurance issued. Each policy shall also cover the City and its officers, agents and employees as additional insureds.

(b) The Contractor shall carry the following types of insurance in at least the limits specified:

TYPE OF COVERAGE

MINIMUM LIMIT OF LIABILITY

Workmen's Compensation

Statutory

Employer's Liability

\$500,000

TYPE OF COVERAGE

MINIMUM LIMIT OF LIABILITY

Comprehensive General Liability
(See below)

\$500,000 each occurrence bodily injury

\$1,000,000 aggregate bodily injury

\$500,000 each occurrence property damage

\$500,000 aggregate property damage or
\$1,000,000 combined single limit

Comprehensive Auto Liability

\$500,000 each person bodily injury

\$1,000,000 each accident bodily injury

\$250,000 each accident property damage or
\$500,000 single limit

Excess Umbrella Liability

\$5,000,000 each occurrence bodily injury and
property damage

\$5,000,000 aggregate bodily injury and property
damage

Owner's Protective

\$3,000,000 each occurrence bodily injury

\$3,000,000 each occurrence property damage

\$3,000,000 aggregate property damage

The Comprehensive General Liability insurance shall include:

- (a) Premises - Operations.
- (b) Products - Completed operations.
- (c) Independent Contractors (Contractors protective).
- (d) Personal injury liability:
 - (i) The exclusion pertaining to liability assumed under a written or oral contract shall be deleted.

- (ii) The exclusion pertaining to employees shall be deleted.
- (e) Contractual insurance (the exclusion pertaining to actions on a contract by a third party beneficiary arising out of a project for a public authority shall be deleted).
- (f) Broad form property damage (including completed operations).

10.02 Agreement Not To Discriminate. Contractor agrees that it will be bound by the following provisions in connection with the performance of its obligations under the Contract:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, national origin or ancestry. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, physical handicap, national origin or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, physical handicap, national origin or ancestry.

(c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts which may be permitted for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(d) The Contractor agrees that it will implement, and will cause all subcontractors to implement, the certificate of compliance or affirmative action plan submitted in connection with the Contractor's proposal for this Contract.

(e) The Contractor confirms that it is in compliance with K.S.A. 44-1030, 1031, and Chapter 11 of the Procurement Code of Kansas City, Kansas. The Contractor and the City, in carrying out this Contract, shall comply with all existing federal, state and local laws relative to equal opportunity and nondiscrimination.

(f) If the Contractor shall fail, refuse or neglect to comply with the terms of this Section 10.03, such failure shall be deemed a total breach of the Contract and the

Contract may be terminated, canceled or suspended by the City, in whole or in part, and the Contractor may be declared ineligible for any further City contracts for a period of up to one year. If this Contract is terminated, canceled or suspended by the City for failure to comply with this Section, the Contractor shall have no recourse from such cancellation, suspension or declaration of ineligibility.

(g) The Contractor shall maintain sufficient records to document that, in connection with this Contract, it has acted in a manner which is in full compliance with this Section and the applicable provisions, as amended, of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Title VII of the Civil Rights Act of 1968 (P.L. 92-261), Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), Executive Order 11246, Executive Order 11375, Executive Order 11063, and K.S.A. 44-1030, 1031. Such records shall at all times remain open to inspection by representatives of the City designated for such purpose.

(h) The Contractor confirms that, at the time of the execution of this Contract, it has an Affirmative Action Program that is currently certified by the City and that it shall maintain such a certified Affirmative Action Program throughout the term of the Contract.

10.03 Indemnification. The Contractor shall indemnify and hold harmless the City and its officers, agents and employees from and against any and all losses (as defined below) incurred in connection with, resulting from or incident to:

(a) any misrepresentation or any inaccurate, false, incorrect or misleading statement by the Contractor in any Contract Document, regardless of any investigation or lack thereof on the part of the City;

(b) any breach or nonfulfillment by the Contractor of any of its covenants, agreements or obligations set forth in any Contract Document;

(c) any negligent or willful act or omission of the Contractor or its officers, agents or employees in the performance of the Contract;

(d) the violation of, or failure to comply with, or the incurrence of liability with respect to, any federal, state, city or county statute, law, ordinance, rule or regulation (including, but not limited to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., as amended, and the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., as amended), now or hereafter in effect, concerning (i) the transport, disposal or other handling of Waste or any other material collected under the Contract; or (ii) the ownership, operation, maintenance or use of any landfill or other disposal or processing facility used by the Contractor for the disposal of Waste or any other material collected under the Contract; or

(e) the closing and subsequent monitoring of the condition of any landfill or other disposal facility used by the Contractor for the disposal of Waste collected under the Contract.

For purposes of this Section 10.03, the word "losses" shall mean any and all claims, damages, liabilities, judgments, lawsuits, costs, expenses, interest, penalties and attorneys' fees (in each case whether or not arising out of third-party claims) and shall include, but not be limited to, losses related to any environmental cleanup and/or restoration of natural resource damage caused by or otherwise related to the presence of Waste or any components thereof at any disposal facility, or any release of Waste, any components thereof, or any other materials from any disposal facility, regardless of whether or not said materials were present at said disposal facility prior to or subsequent to the date of commencement of this Contract. The Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Worker's Compensation acts, disability benefit acts or other employee benefits acts.

10.04 Financial Assurance of Indemnification Obligation.

(a) Prior to the commencement of the term of the Contract, the Contractor shall have delivered to the City a letter of credit, a bond, an insurance policy or other equivalent financial assurance from an independent third-party source, which shall be satisfactory to the City in its sole discretion, providing for \$1 million of protection to the City in the event that the Contractor should fail to satisfy its indemnification obligations to the City under Section 10.03 hereof. The amount of such financial assurance shall be increased by the Contractor at the same times and at the same percentage rates as the price payable to the Contractor per Residential Unit under the Contract is increased under Section 2.08. In no event will the amount of such financial assurance be decreased. Such financial assurance shall remain in effect throughout the term of the Contract and for a period of five years after the termination of the Contract, unless a claim subject to indemnification has been made against the City or the results of an environmental audit at the end of said five-year period indicates a substantial risk of a claim being filed, in which case the financial assurance must remain in effect and available until final resolution of any such claim.

(b) If at any time during the term of the Contract the City has a reasonable basis to believe that circumstances exist which could lead to a claim for indemnification under Section 10.03 of the Contract, the City may give written notice of same to the Contractor. Within 30 days following receipt of such notice, the Contractor shall provide the City with a written response to the City's concerns. If such response is not satisfactory to the City in its sole discretion, the City, by prior written notice, may require that the Contractor provide the City with such further financial assurance as the City may require. If the Contractor fails to provide such further financial assurance within the time period specified by the City, the City shall have the right, in its sole discretion, upon 30 days prior notice to the Contractor, to terminate the Contract.

10.05 Compliance with Laws. During the term of the Contract, the Contractor shall

(a) obtain and maintain, at its expense, all permits, licenses and similar authorizations required by law for the performance of its obligations hereunder and shall maintain same in full force and effect throughout the term of the Contract;

(b) timely pay all taxes, fees or assessments required by any governmental authority with respect to its performance of the Contract and the general operation of its business;

(c) comply with and adhere in all respects to all federal, state, and local statutes, laws, ordinances, rules, regulations, judgment, orders, decrees or any similar binding authority applicable to the performance of the Contract, the ownership or operation of the Landfill or the conduct of Contractor's business generally.

10.06 Performance and Payment Bonds.

(a) Prior to commencement of the term of the Contract, the Contractor shall have delivered to the City (i) an annual performance bond conditioned upon the faithful performance of the first year of the Contract in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000), and (ii) an annual Kansas Statutory Bond in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000). The surety on each bond shall be a duly authorized corporate surety company authorized to do business in the State of Kansas and satisfactory to the City. An annual Performance Bond and Kansas Statutory Bond, in the foregoing amounts respectively, shall also be required for each subsequent year of the Contract, and shall be delivered to the City not later than 60 days prior to the anniversary date of the Contract in each subsequent year. Each bond shall be acceptable to the City in its sole discretion in both form and substance.

(b) Attorneys-in-fact who sign any bond provided for above must file with each bond a certified and effectively dated copy of their power of attorney, bearing the seal of the surety company, evidencing such attorney-in-fact's authority to execute the bond.

(c) The Contract shall not commence until the bonds provided for above have been delivered to the City and approved by the City Attorney. This Contract shall be subject to termination by the City at any time if either of such bonds shall be cancelled or the surety thereon relieved from liability for any reason. Notice of cancellation of a bond must be served upon the City forty-five (45) days prior to the effective date of said cancellation. The Contract will not be terminated if within fifteen (15) days of such notice the Contractor files with the City a similar bond to be effective for the balance of the Contract period.

ARTICLE XI

DEFAULT

11.01 Events of Default. Each of the following shall be an event of default ("Event of Default") under the Contract:

(a) the Contractor voluntarily abandons, deserts or discontinues its performance of the Contract;

(b) a lien is filed against the property or assets of the Contractor because of any act or omission of the Contractor and is not removed, or the City adequately secured by bond or otherwise, within 90 days after such filing;

(c) a misrepresentation or breach by either party of any of its representations or warranties set forth in this Contract or any other written instrument executed pursuant hereto, irrespective of any investigation or lack thereof on the part of the other party;

(d) the contractor fails or refuses to comply with the instructions of the Contracting Officer concerning the Contract;

(e) either party fails or refuses to perform or observe each and every term, covenant or agreement to be performed or observed by it under the Contract;

(f) either party makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such petition or application, or if there is commenced against it any such proceeding, in which an order for relief is entered or if by any act it indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property.

11.02 Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the non-defaulting party shall have the option, in addition to any other remedies that it may have at law or in equity, to terminate the Contract upon 30 days prior written notice to the defaulting party; provided, however, that the Contract shall not be terminated if the default is fully cured prior to the expiration of such 30 day period, or, if the default is not reasonably curable within such 30 day period, the defaulting party shall have within such period commenced diligent and good faith efforts to cure and continued such efforts until the default is fully cured. Notwithstanding the foregoing, the continuance of an uncured Event of Default by the Contractor for more than 90 days shall give the City the unqualified right to terminate the Contract.

11.03 Additional Rights of the City.

(a) In the event that an Event of Default by the Contractor is not cured to the satisfaction of the Contracting Officer within the cure period provided for above, the City also shall have the right to

(i) forthwith take possession of all of the Contractor's equipment, facilities and records used in the performance of the Contract, including, without limitation, those used in the operation and maintenance of the Landfill;

(ii) retain possession of said equipment, facilities and records until other such items can be acquired by the City for performance of the Contract or another contractor is engaged to perform the service;

(iii) at its option, purchase the Contractor's equipment and facilities at the fair market value thereof;

(iv) deduct any and all costs of providing residential solid waste collection and disposal services incurred by the City from any money then due or to become due the Contractor and, should the City's cost of continuing such services exceed the amount due the Contractor, collect the amount due either from the Contractor or surety bond or both and also assert a lien on all real and personal properties of the Contractor.

(b) The City shall pay the Contractor the reasonable rental value of such equipment and facilities during the time they are used by the City should the City elect not to purchase them. Liability of the City to the Contractor during this period shall be that of a bailee for hire, with ordinary wear and tear specifically exempt from such liability.

11.04 Force Majeure. Neither party shall be liable for the failure to perform or observe its obligations under the Contract if such failure is caused by a catastrophe, riot, war, act of God or similar contingency beyond the control of such party. Adverse weather, extremely cold temperatures or snow shall not constitute an excuse for any failure of the Contractor to perform collection services unless expressly approved by the Contracting Officer in advance. Changes in federal, state or local laws, rules or regulations applicable to the Contractor or its business or operations shall not constitute a force majeure and shall not excuse any failure of the Contractor to perform its obligations hereunder.

ARTICLE XII

GENERAL PROVISIONS

12.01 Costs and Expenses. Each party covenants and agrees that it shall be responsible for and bear its respective costs and expenses in connection with, or arising out of, the RFP, the Contractor's proposal, and the negotiation and execution of this Contract.

12.02 Governing Law. The interpretation and performance of this Contract shall be in accordance with and governed by the laws of the State of Kansas. The sole and exclusive forum for the initial determination of any question of law or fact to be determined in any judicial proceeding relating to this Contract shall be any court of competent jurisdiction in the State of Kansas.

12.03 Pendency of Litigation. The pendency of litigation shall affect neither the obligations of the parties to make any payment or render any service required by this Contract or the rights of the parties under this Contract.

12.04 Notices. All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, certified or registered mail with postage prepaid:

- (a) If to the City, to:
The City of Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101

Attention: City Clerk

or to such other person or address as the City shall furnish to the Contractor in writing.

- (b) If to the Contractor, to:
Deffenbaugh Industries, Inc.
18181 West 53rd Street
Shawnee, Kansas 66203

Attention: Ronald D. Deffenbaugh
President

or to such other person or address as the Contractor shall furnish to the City in writing.

12.05 Remedies Non-Exclusive and Cumulative. No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this contract or now or hereafter existing at law or in equity or by statute or otherwise.

12.06 Entire Agreement. The Contract Documents, in the aggregate, constitute the entire Contract between the parties hereto relating to the subject matter thereof and all previous agreements, discussions, communications and correspondence with respect to the subject matter thereof are superseded by the execution of the Contract.

12.07 Amendments. This Contract may not be modified, amended or supplemented except in writing signed by or on behalf of both parties by their duly authorized officers.

12.08 Assignment and Subcontracting. This Contract and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither the Contract nor any of the rights, interests, or obligations hereunder shall be assigned or subcontracted by the Contractor without the prior written consent of the City. Any transfer of securities issued by the Contractor (other than by will or under the laws of descent and distribution), merger in which controlling interest in the Contractor changes hands, sale of all or substantially all of the assets of the Contractor, or any other change of control of the Contractor by any other means, as well as any transfer of ownership or control of all or any portion of the Landfill, shall be considered an

assignment for purposes of this Contract and shall be subject to the prior written consent of the City.

12.09 Counterparts. This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.10 Headings. The headings of Sections and Articles of this Contract are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Contract.

12.11 Survival of Representations, Warranties, Covenants and Agreements. All representations, warranties, covenants and agreements of the parties hereto contained herein or in any Contract Document shall survive the execution and delivery hereof and consummation of the transactions provided for herein.

12.12 Waiver. No failure on the part of a party to exercise, and no delay in exercising, any right or remedy under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise by a party of any right or remedy preclude any other or future exercise thereof or the exercise of any other right. No waiver of any breach of any provision of this Contract shall be held to be a waiver of any other subsequent breach, and the failure of a party to enforce at any time any provision hereof shall not be deemed a waiver of any right of such party to subsequently enforce such provision or any other provision hereof.

12.13 Expenses and Attorneys' Fees. In the event that an Event of Default has occurred, the defaulting party agrees to pay all out-of-pocket expenses of the nondefaulting party (including the reasonable fees and expenses of its counsel) in connection with the enforcement of this Contract and any remedial efforts undertaken by the nondefaulting party with respect to any such Event of Default.

12.14 Further Actions. Each party agrees that it will, at its own expense, execute any and all certificates, documents and other instruments, and take such other further actions as may be reasonable necessary to give effect to the terms of this Contract.

12.15 Severability. In the event that any of the provisions, portions, or applications of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the Contractor and the City shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions, portions, or applications thereof shall not be affected thereby.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first written above.

THE CITY OF KANSAS CITY, KANSAS

Attest:

Deputy
Tom G. Roberts
City Clerk

By: David T. Isabell
David T. Isabell
City Administrator

DEFFENBAUGH INDUSTRIES, INC.

By: Ronald D. Deffenbaugh
Ronald D. Deffenbaugh
President

For purposes of Sections 9.01(h) and
12.08 only:

Ronald D. Deffenbaugh
Ronald D. Deffenbaugh

203819.1

CONTRACT FOR RESIDENTIAL SOLID WASTE
COLLECTION AND DISPOSAL FOR THE CITY OF KANSAS CITY, KANSAS

This Contract for Residential Solid Waste Collection and Disposal (the "Contract") for the Unified Government of Wyandotte County/Kansas City, Kansas (the "UG") lying within the service territory of and within the geographical boundaries of the City of Kansas City, Kansas, is made and entered into this 1st day of January, 2012 by and between the UG, a municipal corporation of the State of Kansas, and Deffenbaugh Industries, Inc., a Missouri corporation (the Contractor" or "DII").

WHEREAS, the former City of Kansas City, Kansas on the 27th day of January 1993, entered into a contract with the Contractor providing for the collection and disposal of residential solid waste within the geographical territory of said City for a twenty year period expiring on the 30th day of June, 2013 on terms and conditions negotiated between the parties ("Existing Contract");

WHEREAS, pursuant to the authority of Ordinance No. O-51-10 adopted by the Unified Government on September 16, 2010, the Unified Government is empowered to enter into a contract for residential solid waste collection and disposal through negotiation with the Contractor for an additional period of time not to exceed twenty (20) years;

WHEREAS, the UG and Contractor have entered into negotiations and desire to extend the Existing Contract for a twenty (20) year period on terms and conditions as specified herein;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

ARTICLE I

DEFINITIONS

1.01 **Bags.** Plastic sacks designed to store garbage, trash or refuse excluding Yard Waste with sufficient wall strength to maintain physical integrity when lifted by the top or paper sacks manufactured and designed for the purpose of containing residential Yard Waste including leaves, grass, plants and other vegetation. Total weight of a Bag and its contents shall not exceed fifty (50) pounds.

1.02 **Bundle.** Tree, shrub or brush trimmings, building materials, newspapers, magazines or other items securely tied together forming an easily handled package not exceeding four (4) feet in length or fifty (50) pounds in weight.

1.03 **Unified Government ("UG).** The Unified Government of Wyandotte County/Kansas Kansas. Also the appropriate office, agency or employee of the UG authorized to act on behalf of the UG with respect to any particular provision of this Contract.

1.04 **City-Wide.** The entire area of Wyandotte County geographically located within the corporate limits of only the City of Kansas City, Kansas.

1.05 **Container.** A receptacle with a capacity of not more than fifty (50) gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, a tight-fitting lid and a loaded weight of not more than fifty (50) pounds. Containers with a capacity of more than fifty (50) gallons are permitted where authorized for automated pick-up and

disposal as more particularly described in this Contract and subject to rules and regulations adopted jointly by the UG and DII for designated collection areas. Fifty-five (55) gallon metal drums are not permitted as Containers for purposes of this Contract.

1.06 **Contract or Contract Documents.** Contract and Contract Documents shall have the same meaning. This Contract consists of the following Contract Documents:

- (a) Performance Bond
- (b) This Contract
- (c) Attached exhibits
- (d) Any amendments, modifications or additions to the foregoing documents.

These Contract Documents, in the aggregate, form the agreement whereby the Contractor will perform City-wide residential solid Waste collection and disposal. Each Contract Document is incorporated into this Contract by reference. In the event of any conflict or inconsistency between any provision of this Contract and any provision of any other Contract Document, the provisions of this Contract shall govern.

1.07 **Contracting Officer.** The UG official designated by the County Administrator to administer this Contract.

1.08 **Contractor.** Deffenbaugh Industries, Inc., a Missouri corporation.

1.09 **County.** Wyandotte County, Kansas.

1.10 **Curbside.** The placing of Waste at the curb or the edge of the roadside for collection pursuant to this Contract.

1.11 **Customer**. An occupant of a Residential Unit who generates Waste.

1.12 **UG Facility**. Any UG-owned facility identified herein.

1.13 **Residential Unit**. A dwelling within the geographical boundaries of the City of Kansas City Kansas forming a single inhabitable unit with facilities used or intended to be used for living, sleeping, cooking and eating. Residential Unit includes buildings containing not more than four separate or contiguous single family dwelling units.

1.14. **Yard Waste**. Trees or tree branches with a diameter of 4 inches or less, shrub, brush, leaf, grass trimmings and all organic vegetable and plant matter originating from the geographic boundaries of Wyandotte County, Kansas.

1.15. **Waste**. All garbage, rubbish, trash, refuse or waste generated at a Residential Unit or at a UG Facility. Specifically, Waste is: (a) animal or vegetable leavings or similar food or food refuse, paper products, tin cans, cardboard, wood, paper, ferrous and nonferrous metals, plastics or other household refuse; (b) household junk or refuse, including ashes, magazines and newspapers, lawn or small tree trimmings and leaves, shrubbery, household building materials and other similar items, and (c) bulk items including large household furniture and appliances such as mattresses, chairs, refrigerators and stoves, and tree trimmings; and (d) household hazardous waste in de minimis quantities as is commonly found in the refuse of households; (e) automotive tires not to exceed two (2) per month per residential unit.

The following items shall not be disposed of by Contractor and shall not be considered Waste for purposes of this Contract: (a) plaster, rubble, wood, and all debris from demolition and rehabilitation of building structures, (b) automotive parts improperly bundled, (c) waste from any public school or commercial or industrial establishment, (d) regulated hazardous waste, (e) polychlorinated biphenyl waste, (f) regulated non-containerized liquid waste, (g) medical waste, or (h) dead animals.

ARTICLE II

SCOPE OF CONTRACT

2.01 **Award of Contract.** The UG hereby awards, and the Contractor hereby accepts, this Contract to provide residential and municipal solid waste collection and disposal services city-wide and to perform all of the work called for and described in the Contract Documents, including, without limitation, the furnishing of all personnel, equipment, materials and other items necessary to perform such services, all pursuant to the terms and conditions of this Contract.

2.02. **Exclusive Contract.** The UG grants the Contractor the exclusive right to perform the City-Wide residential and municipal solid waste collection and disposal services specified in Sections 2.05(a), (b) (c) and (d) during the term of this Contract. The UG will not engage any other person or entity, or itself undertake, to perform such services during the term of this Contract. The Contractor's right to perform the services specified in Sections 2.05(e) and (f) shall not be exclusive and the UG may engage others, or itself undertake, to perform such services during the term of this Contract. Further, the UG reserves the right during the term of this Contract to direct delivery of all types of solid waste to an alternative transport or processing facility within the 9 county M.A.R.C. area; provided that DII shall not incur any additional transport or disposal costs as a result without prior written agreement.

2.03 **Term.** The term of this Contract shall be for a period of 20 years, commencing on January 1, 2012 and ending on December 31, 2032.

2.04 **Summary of Services.** The services to be performed by the Contractor under this Contract shall consist of the collection, transportation and disposal of residential and municipal

solid waste pursuant to the terms and conditions of this Contract. These services shall be provided to each Residential Unit geographically located within the corporate limits of the City onetime per week and to each UG Facility in accordance with Section 2.05(d). All labor, materials, equipment, insurance, bonds, licenses, permits, supervision, administration, maintenance, and ancillary items or work necessary for the efficient, complete and proper performance of this Contract shall be the responsibility of the Contractor, whether or not specifically provided for herein.

2.05. **Particular Services.** The particular categories of service to be performed by the Contractor under this Contract are as follows:

(a) **Basic Service.** The Basic Service covers the overall collection, transportation and disposal of all Waste placed Curbside at each Residential Unit or in appropriate containers at each Municipal Facility; provided, however, that the Contractor shall not be required to collect automotive tires in excess of two (2) per month at any Residential Unit. Basic Service under this Contract will commence on January 1 2012 and will be performed throughout the term of this Contract.

(b) **Yard Waste.** Prior to July 1, 2013, the Contractor will continue to collect Yard Waste in the same manner and subject to the same requirements as waste in general as provided herein. After July 1, 2013, the Contractor will collect Yard Waste in paper sacks and/or Bundle, placed Curbside and dispose of Yard Waste in its discretion by any method permitted by law. The Contractor will make available to all Residential Units a subscription service whereby the resident user may subscribe for a monthly fee in one-year commitments with the Contractor to have Yard Waste collected in such manner and at such time as in its discretion shall be determined economically feasible. Yard Waste shall be collected once per week or at such other intervals with the written approval of the UG. Contractor shall be solely responsible for the subscription process

including collection and billing. The initial rate for such service shall be no more than \$4.50/month, and shall remain unchanged until January 1, 2015. Residents will not be required to subscribe to this service for more than a one year term. After January 1, 2015 the subscription rate shall change according to the formula applicable to other Waste. The parties agree to review the subscription program every 3 years and discuss possible modifications. The Contractor shall no less than twice per year make available to the UG a program to provide free pick-up up to thirty (30) Bags of accumulated Yard Waste per Residential Unit including both subscribers and non-subscribers on such dates or weeks as mutually determined by the Contractor and the UG.

(c) **Additional Services.** The interests of the community or the mandate of law may require after execution of this Contract that some or all Waste be subject to recycling or other waste minimization requirements during the term of this Contract. During the term of this Contract, it is understood that the UG may commence or continue existing and special programs for (i) collection and disposal of White Goods (hereafter defined), (ii) collection and disposal of Yard Waste, (iii) curbside recycling, (iv) central local recycling voluntarily undertaken (v) automated curbside collection in part or all of the service territory; and/ or (vi) other specialized waste disposal and minimization programs mandated by law or to reduce collection cost or for environmental protection. The UG, in its sole discretion, may direct the Contractor to implement any one or more of these six programs at any time during the term of this Contract at the prices set forth in Section 2.06. The UG will provide the Contractor with written notice as to the date of implementation of any of these programs at least twelve (12) months in advance, unless a shorter notice period is agreed upon or required in order to comply with applicable law. The nature of the services to be provided pursuant to these programs is as follows:

- (i) **White Goods.** White Goods are common household appliances, such as refrigerators, stoves, washers, dryers and water heaters. The Contractor will collect

White Goods placed Curbside and will separate White Goods from all other Waste collected and will process and dispose of white goods in its discretion by any method permitted by law.

- (ii) Curbside Recycling. The Contractor will collect recyclable materials placed Curbside and will keep separate such materials from all other Waste collected and will process such materials in its discretion by any method permitted by law and market them to appropriate purchasers. The specific materials to be collected and recycled shall be agreed to by the Contractor and the UG and may include, without limitation, newsprint, aluminum cans, steel cans, and plastic bottles and containers. The Contractor shall furnish each Residential Unit with appropriate bins or other containers in which to place recyclable materials; the cost of which shall be agreed upon by the Contractor and UG. The Curbside recycling services performed by the Contractor shall be substantially the same as those performed by the Contractor prior to the commencement of this Contract with such modifications as may be agreed to by the UG and the Contractor.
- (iii) Central Location Recycling. The Contractor will collect recyclable materials from central location drop-off centers and will process such materials in its discretion by any method permitted by law and market them to appropriate purchasers. Materials permitted to be deposited at such centers will be agreed upon by the UG as described in paragraph (ii) above. The UG will provide the physical location for the drop of centers and all personnel necessary to operate such centers. The Contractor will furnish all necessary containers and other equipment at drop-off centers.

The operational details of any of the Yard Waste and additional services described in Sections 2.05(c) (i.e. special collection routes or schedules, guidelines for the packaging or Curbside placement of white goods, Yard Waste or recyclables) shall be agreed to by the UG and the Contractor in good faith prior to the commencement of such services. The Contractor shall provide all personnel as well as any specialized collection vehicles, containers, processing equipment, balers, crushers, processing facilities, transfer stations and other equipment or facilities necessary to perform these optional services. Any profit earned or loss incurred by the Contractor in connection with the processing, disposal or sale of white goods, Yard Waste or recyclable materials shall be solely for the account of the Contractor, except as provided herein based upon a revenue sharing formula for incremental increases in the tonnage of recyclable materials. In connection with the implementation of any optional services program, the Contractor will participate in a public information and promotional program, the details of which, including responsibilities for expenses, shall be agreed to by the UG and the Contractor in advance.

(d) **Municipal Service.** In addition to residential service, the Contractor will collect, transport and dispose of solid waste and recyclable material from all UG Facilities other than those operated by the Board of Public Utilities. Such facilities, their current locations, and the cost of collection, transport and disposal, shall be the same as now under the Existing Contract. It is understood that the number and locations at which municipal collections are required may be changed by the UG in accordance with its needs upon prior written notice to the Contractor. The Contractor will provide all necessary containers and related equipment at these locations. Prior to the commencement of service under this Contract, the Contractor and the UG will agree upon a specific schedule for collections at UG Facilities, which schedule may not be changed

by the Contractor without the prior consent of the UG.

(e) **Household Hazardous Waste.** The Contractor will perform such services with respect to the collection, transportation and disposal of household hazardous waste as may be reasonably requested from time to time during the term of this Contract. The specific nature of such services and the price therefor, will be agreed to by the Contractor and UG in good faith within a reasonable time prior to the performance of such services.

(f) **Emergency Services.** The Contractor will provide the UG with such emergency Yard Waste disposal services as may be reasonably required by the UG from time to time, including the furnishing of personnel, equipment, materials and other items necessary to perform such services and allowing the UG to dispose of trees and other vegetation that would not qualify as Yard Waste in the Landfill with no tipping fees. Emergencies may include snow or ice storms, tornadoes, high winds and other emergency circumstances, as reasonably determined by the UG, whether or not caused by force of nature. When an emergency occurs as described herein, the UG Public Works Department shall participate directly and/or through the use of subcontractors, coordinate with DII an action plan to remove the Yard Waste, to address the scope of the emergency and the responsibilities of each entity and to address the type and volume of items to be delivered by the UG or its contractors to the Landfill. Should the emergency qualify for FEMA assistance or reimbursement, UG shall request reimbursement for the costs of DII's services (including tipping fees) and DII shall be entitled to recover its cost to the extent same is reimbursed.

2.06 **Price for Services.**

(a) On January 1, 2012, the rate for collection of all Waste in accordance with this Contract shall be **\$9.67** per month per Residential Unit and shall remain unchanged until January 1, 2014; at

which time the rate will be \$11.23 per month until December 31, 2014.

(b) In subsequent years the amount to be paid by the UG to the Contractor under this Contract shall be annually set in accordance with the average percentage increase or decrease as determined herein from the use of two separate indices denominated as the Refuse Rate Index ("RRI") and the Solid Waste Collection -- Producer Price Index * ("SWC-PPI").

(c) The RRI shall reflect the actual annual cost of service of DII for each of the five listed components set forth in Exhibit A. Commencing in 2014, DII shall submit to the UG no later than May 1 of that calendar year, and each year thereafter, a determination made by a certified public accountant stating the weighted percentage of each component relative to the overall total costs of operation for the collection and disposal of solid waste on behalf of the UG. DII shall no later than May 1, make available for inspection all documentation including financial reports, balance statements and such other accounting documents that support the determinations made by the accountant which justify the percentage increases and decreases and the cost of operation. The UG shall have the right at its own expense to audit or review the documents with the accountant for DII or to conduct an independent audit to verify the determinations.

(d) The annual determination of these percentages is contingent upon a final computation by the Federal Government of the SWC-PPI and the various indices which comprise the RRI and which typically occurs at the end of the first quarter of the subsequent calendar year. Computation of the annual increase or decrease (percent change) will be calculated using final annual data reported as of May 1, from the preceding calendar year's index. Annual data is defined as the average over the course of the calendar year.

(e) After submission by each party of the index to the other party, DII and the UG shall confer

and determine the increase or decrease in the cost of service by the average of the SWC-PPI and RRI. The manner of agreement shall be in writing by an exchange of memorandum jointly executed by authorized personnel of each entity.

(f) The initial calculation utilized to determine the cost of service shall be implemented in calendar year 2015. The RRI and SWC-PPI average shall reflect the costs of service for calendar year 2013, as determined by May 1, 2014. The increase or decrease in the cost shall be implemented January 1, 2015. Each year the increase or decrease thereafter shall be determined in the same manner with the adjustment implemented January 1 of the subsequent year.

(g) Should the Federal Government cease to calculate or provide the data for one or more indices, the parties will meet and negotiate a comparable replacement index.

*Source: Bureau of Labor Statistics (BLS). Solid Waste Collection series ID: PCU562111562111. Calculation of percent change is to utilize base period in effect when rates are extracted from BLS.

2.07. Cost Determination. (a) The parties agree that the initial number of Residential Units will be the same as invoiced on the date this Contract is entered. Each year thereafter and no later than May 1 of each year subsequent to execution of this Contract, the parties shall determine the number of Residential Units being collected, which shall then be implemented the following calendar year. The amount paid to Deffenbaugh shall be that amount multiplied by the total number of Residential Units being collected as determined by the prior May 1; provided that the number of Residential Units must change by a minimum of 1% before any change is factored into the cost.

(b) The Definition of Residential Unit in Section 1.12 here includes buildings containing not

more than four separate or contiguous single-family dwelling units. The parties agree the Contractor shall continue to provide Basic and Optional Services to all residential buildings being served by the Contractor which contain more than four contiguous single-family dwelling units. These high density multi-family units are those structures within the geographic limits covered by this Contract which have been converted from single-family or duplex structures located in single family neighborhoods

(c) The UG may at any time during the term of this Contract, provide the Contractor with a list of high density multi-family units described in (a) above that should be either added or deleted from the list for waste collection and disposal services in accordance with written instructions from the UG. The Contractor shall either add or delete the unit from collection and disposal activity on the 1st of the month after receipt of the written instructions. The Contractor shall be compensated for each separate unit at the monthly rate then in effect for basic and optional services.

(d) The number in effect on the date of execution of this Contract has been derived from a series of prior agreements, house counts, surveys and utilization of the database of the Board of Public Utilities of Kansas City, Kansas identifying the number of electrical service accounts. The parties shall determine the number of residential units being served by adding to the existing number of units, the new accounts added to the BPU data base and then subtracting from that number the total units demolished since the last determination, the number of uninhabitable units and those units exempted. Exempted units shall mean non-residential barns, sheds and garages that have a separate electrical service.

2.08 Changes in Law.

(a) The Contractor will bear the financial and legal risk of (i) any enactment, adoption, modification, official change in interpretation or repeal of any federal, state law, rule,

regulation or similar enactment, (ii) any modification or imposition of conditions on the issuance or reissuance of any permit, license or approval, or (iii) an order or judgment of any court or governmental agency affecting the negotiation, implementation and execution of this Contract, the conduct of the Contractor's business, or the operation of landfills.

(b) The prices for services as determined in Section 2.06 include all taxes, fees, assessments or other charges to which the Contractor or its business may be subject on the date hereof. The Contractor will bear the risk of any change in taxes, fees, assessments or charges of any sort imposed on the Contractor's business after the date hereof by any federal, state or local governmental authority with the exception of fees, taxes, assessments or other charges imposed subsequent to the date hereof by the UG with respect to the services to be provided under this Contract, collection, transportation, handling or disposal of Waste or Yard Waste, or the ownership, operation or use of a disposal facility for Waste under this Contract. Any such charges will be assumed by the UG by means of an adjustment to the price payable by the UG to the Contractor at the time such charges become payable by the Contractor, but only to the extent that such charges are directly attributable to the Contractor's performance of this Contract.

(c) Except for the assumption of such UG-imposed charges described in paragraph (b) above, there shall be no adjustment in the compensation payable to the Contractor hereunder except as provided in Section 2.06 or for increases in fees for disposal of Waste and/or Yard Waste mandated by state or federal law.

2.09 Waste Reduction

The parties agree that residential waste reduction is a jointly beneficial goal and agree that waste reduction can be achieved by increasing the monthly amount of recyclables collected by DII

and by otherwise reducing the amount of Waste collected.

Should the amount of Waste collected, exclusive of recyclables, be reduced from the current level of 2,160 lbs per household per year (“Base Year”), DII will reduce the amount of the per household increase prescribed by the Refuse Rate Index (“RRI”) and the Solid Waste Collection - - Producer Price Index (“SWC – PPI”) as shown in the attached Waste Reduction Index, Exhibit B. by May 1, 2014, and each year thereafter, DII shall provide the UG with the total tonnage of Waste collected for the previous year, calculate any decrease in the prescribed increase for the following calendar year, and incorporate the waste reduction factor in the proposed monthly rate to the be effective in the subsequent calendar year.

2.10 Rebate/Revenue Sharing.

DII shall share revenues for recyclable materials collected from the UG residential curbside recycling program on a quarterly basis as determined by the number of tons collected during the quarter and the composite value for recyclable materials collected during the quarter. The amount of the quarterly rebate paid by DII to UG shall be determined as shown in the attached Exhibit C. There shall be no rebate paid by DII to UG for those quarters during which tonnage goals are not met or during those quarters during which composite per ton values are less than the required values as shown in Exhibit C.

Quarterly composite per ton value for recyclable materials will be determined by the application of the following allocations for recyclable materials collected and delivered to the Deffenbaugh Materials Recovery Facility:

Newspaper	65.10%
Corrugated Cardboard	9.30%
Mixed Paper	18.60%

Plastics	3.50%
Steel (tin) Cans	2.50%
Aluminum Cans	<u>1.00%</u>
	100.00%

The above percentages will remain consistent from month to month. These percentages will be applied to the total tons delivered during the quarter to determine the weight of each of the recyclable materials delivered. Values for recyclable fiber materials will be based on the Official Board Markets publication's values for monthly transacted paper prices, Chicago index, unless actual market values are lower, in which event the actual market pricing will prevail. Values for all other recyclable materials collected will be determined by an average of actual markets values during the quarter in which materials are collected.

2.11 Payment. The Contractor will invoice the UG for one twelfth the annual fee for services performed on a monthly basis. The UG shall have thirty (30) calendar days from the date of receipt of the invoice to approve the invoice and make payment by UG warrant. If the UG fails to make payment of the approved invoice within this period, the Contractor is entitled to 5% percent per annum interest on any unpaid amount from the expiration of such 30 day period to the date of payment.

2.12. Contract Subject to Appropriations. Compensation payable to the Contractor under this Contract is to be paid from the UG's General Fund. This Contract may be cancelled if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period following the first; however, this does not affect either the UG's rights or the Contractor's rights to terminate this Contract in accordance with its terms. The Contractor will be notified on a

timely basis whether the funds are or are not available for the continuation of this Contract for each succeeding fiscal period.

ARTICLE III

EQUIPMENT

3.01. **Collection Vehicles.** The Contractor shall provide and maintain during the entire term of this Contract a fleet of Waste collection and transportation vehicles sufficient in number and capacity to perform the work required by this Contract. Collection vehicles shall be standard products of reputable manufacturers of such equipment so that continuing service and delivery of spare parts may be assured. All packer vehicles having a maximum capacity in excess of fifteen (15) cubic yards designed for residential refuse collection within vehicle weight limitations. The Contractor also shall be permitted to use such auxiliary loading equipment and self loading bodies as may be necessary for efficient collection and disposal.

3.02 **Reserve Vehicles.** The Contractor shall at all times have available reserve vehicles which can be put into service within two (2) hours of the breakdown of any regular vehicle. Such reserve vehicles shall correspond in size and capacity to the vehicles regularly used by the Contractor in performing this Contract and they shall be maintained and operated in compliance with all provisions herein concerning regular collection vehicles.

3.03 **Garages, Shops and Yards.** The Contractor shall provide garages, shops and yards for its equipment adequate and sufficient to provide for all-weather, year-round operation of such equipment.

3.04 **Maintenance of Equipment.** All vehicles, conveyances, containers, docks, yards, and all

other equipment and facilities of whatever nature which are used by the Contractor shall be kept and maintained in sanitary condition and good repair. The Contractor's yards shall include adequate wash racks and docks with appropriate water and sewer provisions to be used for the daily flushing, cleaning, and sanitizing of equipment used for collection or transportation of Waste. All equipment used for the collection or transportation of Waste shall be thoroughly cleaned and scrubbed, both inside and outside, and deodorized as necessary.

3.05 **Inspection of Equipment and Facilities.** All equipment and facilities used by the Contractor in performing this Contract shall be subject to inspection by the UG for sanitation, safety, and appearance. Equipment or facilities determined to be unsatisfactory in any such respect shall, upon notice of such determination from the UG, be removed from service and replaced or repaired by the Contractor as soon as reasonably possible.

3.06 **Hand Implements.** Each vehicle shall be equipped with a shovel and a broom or rake intended to be used by the crew of such vehicle to clean up any spilled Waste.

3.07 **Number of Vehicles.**

(a) If the UG should reasonably determine at any time that the Contractor's performance hereunder is inadequate due to a lack of proper equipment, the Contracting Officer may issue a written order requiring the Contractor to utilize additional vehicles or other equipment and setting forth the reasons therefore. If the Contractor disagrees, it may submit a written response to the County Administrator within thirty (30) days after the date of the order. The determination of the County Administrator on the matter shall be in writing and shall be final and binding on both parties. If the Contractor fails to comply with such determination within sixty (60) days of the date thereof, such failure shall constitute a breach of this Contract, and the Contractor shall forfeit as liquidated

damages the sum of one thousand dollars (\$1000) per item of equipment for each day that such failure continues. Regardless of whether an order has been issued by the Contracting Officer, the Contractor is at all times responsible for furnishing whatever additional vehicles or other equipment may be necessary to efficiently, completely and properly perform the Contract.

(b) The Contractor shall have the right to request the Contracting Officer's approval of a decrease in the number of vehicles or other equipment reserved for performance of this Contract. Such request must demonstrate to the Contracting Officer's satisfaction the Contractor's ability to efficiently, completely and properly fulfill its obligations under this Contract with the reduced number of vehicles or other equipment.

3.08 **Markings on Equipment.** All equipment used in performing this Contract must clearly display on each side the Contractor's name, the address and telephone number of its local office, and, if applicable, the vehicle number. Letters and numbers shall be at least four (4) inches high and of proportionate width. Except in the Contractor's address, the words "City," "Kansas City" "Kansas City, Kansas", "Unified Government" or any variation thereof shall not appear on any item of equipment.

3.09 **Non-Contract Collections.** Vehicles while used in the performance of this Contract shall not be used by the Contractor to make private collections, collections outside the corporate limits of the City of Kansas City Kansas or any other collections not provided for in this Contract.

3.10 **Governmental Requirements.** The Contractor shall be responsible for all required registration, licensing and government inspections of all vehicles used in performing this Contract. All vehicles must satisfy applicable governmental regulations relating to air pollution, noise levels

and size and weight restrictions, and must comply with applicable requirements of federal, state and local occupational safety and health authorities. All personnel operating equipment shall possess and carry valid and proper licenses required by the State of Kansas for the operation of such equipment. All vehicles used in performing this Contract shall be licensed in the County.

ARTICLE IV

ROUTES AND SCHEDULES

4.01 **Collection Routes and Schedules.** The collection routes and daily schedules for collection shall be the routes and daily schedules set forth on Exhibit D hereto.

4.02 **Changes in Routes or Schedules.** Modifications or changes of any kind to the collection routes or daily schedules set forth on Exhibit D shall not be made by the Contractor without the prior written approval of the Contracting Officer. Any request by the Contractor for such approval shall demonstrate why the proposed changes would result in more efficient and effective service to the citizens of the UG under this Contract. Upon the Contracting Officer's approval of any proposed change in collection routes or daily schedules, the Contractor shall give notice to the effected Residential Units as described in Section 4.05(b) below.

4.03 **Hours of Collection.** All collections shall be made between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Exceptions to these collection hours may be made only when the Contracting Officer has determined that such an exception is necessary in order to complete collections due to extraordinary, temporary circumstances.



4.04 **Holidays.** The holidays to be observed by the Contractor during the term of this Contract will be as follows:

Martin Luther King's Birthday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Day
New Year's Day

In order to assure weekly service to all Residential Units, during weeks when a holiday falls on a weekday, service will be delayed for one day for the balance of the calendar week following the holiday. The regular service schedule will be resumed the following week. Notice of modifications in daily schedules due to holidays shall be published for two successive days prior to the holiday in the manner described in Section 4.05(a) below. The holidays to be observed by the Contractor may be changed with the prior written consent of the Contracting Officer.

4.05 **Notices to the Public.**

(a) Not less than two (2) weeks prior to giving effect to any change in collection routes or daily schedules, other than changes necessitated by holidays, the Contractor shall, at its expense, notify each Residential Unit effected by such change. Notice shall be in the form of a written notice delivered to each such Residential Unit and posted on DII's website. If the change in collection routes or daily schedules affects more than twenty-five percent (25 %) of the Residential Units, notice of the change also shall be disseminated through other media as approved by the UG.

(b) The Contractor shall, at its expense, give notice of the rules applicable to Waste collection services in the spring of each year, by posting the same on DII's website or disseminated

through other media as approved by the UG.

(c) In the event inclement weather requires a change in collection routes or schedules, such change shall be posted on DII's website.

ARTICLE V.

COLLECTION OPERATIONS

5.01 **Curbside Collection.** The Contractor shall provide collection service for Waste which is placed Curbside by 7:00 a.m. on the designated collection day. The Contractor may decline to collect any Waste which is not securely contained or packaged in Containers, Bags or Bundles, other than bulk items which cannot be so packaged. The Contractor shall not enter private driveways, alleys or yards to collect Waste. Only public streets or UG rights of way shall be utilized by the Contractor's collection vehicles.

5.02 **Handling of Reusable Containers.** Any reusable Container, after being emptied by the Contractor, shall be returned to the place from which it was removed. Immediately after emptying, lids and covers shall be replaced and such Containers shall be left standing upright. The Contractor shall exercise due care and diligence in handling such Containers and shall be responsible for repairing or replacing any such Container damaged through excessively rough or careless handling.

5.03 **Spillage,** The Contractor shall exercise due care so as to prevent (i) spilling, scattering or dropping of Waste in the course of the collection process, and (ii) blowing or falling of Waste from any collection vehicle, and shall immediately at the time of occurrence clean up any such spilled, scattered, dropped, blown or fallen Waste.

5.04 **Manner of Collection.**

(a) The Contractor shall perform collection services in such a manner as to create no nuisance and with as little disturbance as possible to Customers. The Contractor shall make every effort to maintain normal traffic flow and minimize interference with traffic during the collection process. The Contractor shall require its employees to be courteous at all times, to work quietly and not to use loud or profane language. The UG may request the dismissal or removal of any employee of the Contractor who violates any provision of this Contract, or who is wanton, negligent or discourteous in the performance of his duties.

(b) Collection of residential solid waste is a UG service and it is the intention of the UG and the Contractor to provide Customers with service of the highest possible quality. The parties recognize that unforeseen problems will arise. The Contractor will be expected to cooperate with the UG in carrying out the basic task of collecting all residential solid Waste from Residential Units. The Contractor will make every reasonable effort to service Customers regardless of errors made by Customers in the preparation or placing of Waste for collection.

(c) Notwithstanding the preceding paragraph, if a Customer's errors in the preparation or placing of Waste for collection are so egregious that the Contractor, in good faith, refuses to collect any such Waste, the Contractor will notify the Customer in writing of such refusal and the reason therefore. The notice shall be: written on a red tag, furnished by the Contractor and approved in form by the Contracting Officer, which shall be affixed by the Contractor to the uncollectible Waste. Within 24 hours, a copy of this notice or a record of same must be submitted by the Contractor to the Contracting Officer including the date, address, time of collection, and the reasons why such Waste was not collected.

ARTICLE VI

CONTRACTOR'S PERSONNEL

6.01 **Employees**. The Contractor shall employ an adequate number of employees to efficiently and properly perform the services contemplated by this Contract. To the extent permitted by law, the Contractor shall give preference in employment to qualified residents of the UG with respect to all work to be performed under this Contract. The Contractor shall provide appropriate and adequate operating and safety training for all employees.

6.02 **Identification**. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification, provided by the Contractor, such as a name tag or identification card.

6.03 **Conduct**. The Contractor agrees to prohibit the use of alcoholic beverages and drugs by its employees while on duty or in the course of performing their duties under this Contract. Employees shall not trespass or loiter, cross private property to adjoining premises, or dispose of or tamper with property which does not or should not concern them. Employees shall not at any time represent themselves to be employees of the UG.

ARTICLE VII.

CONTACT WITH CONTRACTOR

7.01 Contractor's Office.

(a) Throughout the term of this Contract, the Contractor shall establish and maintain a local

office and an authorized managing agent for the purposes of this Contract within the corporate limits of Kansas City, Kansas. The Contractor shall furnish the UG with the name of the managing agent prior to commencing collection operations and shall notify the UG if the location of the office or managing agent is changed at any time.

(b) The Contractor's local office shall have a responsible person in charge from 7:00 a.m. through 5:00 p.m. Monday through Friday with the exception of holidays with the authority to make decisions relevant to operations under this Contract. In addition, an employee of the Contractor shall be available during these hours to answer the telephone to receive complaints and inquiries from the public related to this Contract. This employee shall receive such calls in a courteous and polite manner.

(c) The Contractor's managing agent shall serve as the point of contact for dealings and communications with the Contractor. The UG's point of contact shall be the Contracting Officer or his authorized representative. It is however, recognized that daily operational communications will occur between the Contractor's employees and UG staff members at various levels of authority. To the extent that these communications facilitate performance of this Contract, they will be encouraged.

7.02 Complaints.

(a) The Contractor shall be responsible for receiving Customer's inquiries, requests for service and complaints related to service under this Contract. The Contractor shall provide the UG with a telephone number which will be published in informational literature and in the Government section of the local telephone book. Any calls received by the UG concerning the services provided under this Contract shall be referred to this number. The Contractor's telecommunications system

must be capable of handling Customer calls during peak periods of activity.

(b) The Contractor shall make and retain a record of each complaint received, including the name, address and telephone number of the complainant, date and time of the complaint, date and nature of the occurrence complained of and disposition of the complaint. Upon receipt of a complaint, the Contractor shall promptly investigate. All complaints shall be resolved expeditiously within the 24 hour period following receipt. If the complaint involves a failure by the Contractor to make a scheduled collection, and if the Contractor fails to make such collection within 24 hours after receipt of the Complaint, Contractor shall be penalized two hundred dollars (\$200.00) for each 24 hour period in which such failure continues, which amount shall be deducted from the UG's next payment to the Contractor. The Contractor may appeal this penalty to the County Administrator whose decision on the matter will be final.

(c) The Contractor shall upon within 2 business days of such request forward to the Contracting Officer a description of each complaint received by the Contractor and a description of the disposition of the Complaint.

ARTICLE VIII

DISPOSAL OF WASTE

8.01 **Title to Waste.** All Waste, upon being deposited into a collection vehicle by the Contractor pursuant to this Contract, shall become and be the property and responsibility of the Contractor. The Contractor shall not enter into any salvage operations while in route to the disposal site without the prior written consent of the Contracting Officer. Nothing herein shall be construed to waive the UG's right to direct that trash be delivered to an alternative site for

processing nor shall the exercise of such right be construed as ownership of said Waste by the UG

8.02 **Landfill Capacity.** Notwithstanding any other provision of this Contract, it shall be the sole responsibility of the Contractor to have available to it at all times during the term of this Contract adequate landfill capacity for the landfill disposal of Waste throughout the 20-year term of the Contract. The Contractor covenants and agrees that it will have such landfill capacity available throughout the term of this Contract required for the performance of this Contract.

8.03 **Landfill to be Used.**

(a) All Waste collected by the Contractor shall be transported to the Johnson County Landfill, located in Johnson County, Kansas at 18181 West 53rd Street, Shawnee, Kansas 66203 and owned by the Contractor (the "Landfill") unless otherwise directed by the UG pursuant to 8.01. The UG shall be notified of any change in disposal location by the contractor six (6) months prior to said change. The costs to transport said solid waste to an alternative location shall not be in excess of the cost to transport the solid waste to the designated landfill. The Contractor shall not utilize any different or additional landfill site without the prior written approval of the Contracting Officer. Requests by the Contractor for such approval shall explain in detail the reasons for the request, and shall include all of the documentation concerning the proposed new landfill site as well as any further information and documentation requested by the Contracting Officer. All charges for disposal shall be included in the prices to be paid by the UG to the Contractor pursuant to Section 2.06 hereof.

8.04 **UG Designation of Landfill.** In the event that any lawsuit, claim, investigation, complaint, action or other proceeding is commenced by either a private party or any government agency alleging a violation of any federal, state or local law, rule or regulation with respect to the

ownership, operation or use of the Landfill, the UG may designate a different landfill to be used for disposal of Waste under this Contract. The UG agrees to exercise its rights hereunder only in connection with allegations of serious substantive violations, and not violations which are minor or technical in nature. The designation of a new landfill pursuant to this Section 8.04 shall not be a basis for an adjustment in the Contractor's compensation hereunder.

8.05 ALTERNATIVE DISPOSAL SITES.

(a) In the event that the Contractor requests approval to use any different or additional landfill or disposal facility under Section 8.03, such request shall be accompanied by an environmental survey report with respect to the proposed new landfill or disposal facility.

(b) In the event that the UG designates any different or additional landfill or disposal facility under Section 8.04, an environmental survey report shall be furnished to the UG at such time prior to utilization of such landfill or facility as may reasonably be specified by the UG

(c) If, at any time during the term of this Contract, the Landfill or other disposal facility being used by the Contractor is the subject of a citation of any sort for a serious, nontechnical violation of applicable federal, state, city or county environmental laws or regulations, or if the UG has reasons to believe in good faith that such a violation has occurred, the UG may request the Contractor, at the Contractor's expense, to provide an environmental survey concerning the Landfill or such facility or to provide such other information or studies as the UG may request to determine the existence and extent of such violation.

8.06 Reservation of Capacity at Landfill.

(a) At all times during the term of the Contract, the Contractor will have reserved and available to the UG adequate capacity at the Landfill for the disposal of Waste throughout the remaining term of the Contract.

(b) No later than July 1, 2012, and of each year thereafter during the term of this Contract, the Contractor will deliver to the UG a report as to the status of capacity at the Landfill. The report shall be prepared at the Contractor's sole expense by engineering experts of good repute satisfactory to the UG. The protocol for the report, the general objective of which shall be to determine whether adequate space at the Landfill remains available for purposes of this Contract, shall be approved by the UG before the studies giving rise to the report are performed. The report shall include an analysis of the cubic yards of waste disposed of at the Landfill during the prior year both pursuant to this Contract and from other sources, the Contractor's estimates as to the volume of Waste for which disposal will be required during the remaining term of this Contract and the remaining capacity and projected life of the Landfill. The report shall be determined by the UG, in its sole discretion, to be satisfactory in order for the Contractor's obligations hereunder to be deemed satisfied.

(c) The Contractor agrees that it will not dispose of any waste at the Landfill, nor will it enter into contracts, commitments or other arrangements for such disposal with other customers, which would have the effect of materially impairing the reservation of capacity for purposes of this Contract described in Section 8.06(a). Notwithstanding any other provision of this Section 8.06, in the event that the UG should determine at any time during the term of this Contract that the capacity available to the UG at the Landfill is not adequate for purposes of the Contract, the Contractor will, upon written notice from the UG, reduce the amount of waste from other sources being disposed of

at the Landfill by such amounts as may be necessary to reserve adequate remaining capacity for purposes of the Contract. .

(d) On the fifth, tenth and fifteenth anniversaries of the commencement of the term of this Contract, the UG and the Contractor shall assess the volume of Waste disposed of pursuant to this Contract to date and the accuracy of projections for the volume of Waste to be disposed of pursuant to this Contract during the remainder of its term. In the event that the number of cubic yards of capacity then reserved for purposes of this Contract is deemed by the UG to be either excessive or inadequate for purposes of this Contract, the parties shall negotiate in good faith an amendment to the number of cubic yards reserved for this Contract under this Section 8.06. Such amendment shall be intended to maintain the reservation and availability of adequate capacity at the Landfill for the disposal of Waste during the remaining term of this Contract, while releasing from such reservation capacity which is in excess of that required for this Contract

8.07 **Inspection of the Landfill and Records.** The UG and its duly authorized agents shall have the right at all times to enter upon and to examine and inspect the Landfill, to examine and inspect the Contractor's records relating to the disposal of Waste under this Contract subject at all times to reasonable notice and Contractor's safety and security procedures and during normal business hours so as not to adversely affect the operations of the Contractor at the Landfill.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

9.01 **Representations and Warranties of the Contractor.** The Contractor hereby makes the following representations and warranties to the UG, which representations and

warranties shall be deemed made anew on and as of the date of commencement of the term of the Contract:

(a) **Organization and Qualification.** The Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri and has the requisite corporate power to carry on its business as it is now being conducted. The Contractor is duly qualified as a foreign corporation to do business, and is in good standing, in the State of Kansas and in each other jurisdiction where the character of its properties owned or leased or the nature of its activities makes such qualification necessary.

(b) **Authorization of Agreement.** All corporate action on the part of the Contractor, its directors and stockholders necessary for the authorization, execution and delivery of this Contract by the Contractor and the performance of the entire Contractor's obligations hereunder has been taken. This Contract has been duly and validly executed and delivered by the Contractor and constitutes a valid and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms, except to the extent that enforcement hereof may be limited by bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and rules of law governing equitable remedies.

(c) **Compliance with Other Instruments.** The execution and delivery of this Contract by the Contractor does not, and the performance of the Contractor's obligations hereunder will not (i) conflict with or result in any breach of any provision of the Articles of Incorporation or Bylaws of the Contractor or any similar governing documents of any subsidiary of the Contractor; (ii) require any consent, approval, authorization or permit of, or filing with, or notification to, any governmental or regulatory authority; (iii) result in a default or give rise to any right of termination, cancellation or

acceleration under any term or provision of any mortgage, indenture, contract, agreement, instrument or obligation to which the Contractor or any of its subsidiaries is a party or by which the Contractor or any of its subsidiaries or any of its or their respective assets may be bound; or (iv) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Contractor, any of its subsidiaries or any of their respective assets.

(d) **Necessary Licenses.** The Contractor is duly licensed and permitted to operate and perform all Waste handling activities provided for under this Contract, including but not limited to the transportation of Waste and the disposal of Waste in the Landfill, and all such licenses and permits are in good standing, with the Contractor in full compliance.

(e) **Compliance with Laws.** To its knowledge, the Contractor is in compliance with all federal, state and local laws, rules and regulations applicable to it or the conduct of its business. The Contractor is not in violation of, nor has it received a notice of potential liability with respect to, any federal, state, city or county statute, law, ordinance, rule or regulation concerning the ownership, operation, maintenance or use of any landfill or other disposal facility which the Contractor contemplates using for the disposal of Waste or other material collected under this Contract, and no such disposal facility is subject to any order, notice of violation, claim or any other action of any nature regarding any alleged violation or lack of compliance, including but not limited to actions related to any release of any materials from, or environmental cleanup or restoration of, any of said disposal facilities.

(f) **Litigation.** There is no action, suit or proceeding, at law or in equity, pending or threatened before or by any court, governmental agency or other tribunal against the Contractor wherein an unfavorable decision, ruling or finding would adversely affect the performance by the

Contractor of its obligations hereunder or which, in any way, would adversely affect the validity or enforceability of this Contract.

(g) **Ownership of Landfill.** The Contractor is the sole record and beneficial owner of the Landfill and the real property of which it is a part and it has good and marketable title to the Landfill and the real property of which it is a part.

ARTICLE X

ADDITIONAL COVENANTS AND AGREEMENTS

10.01 Insurance Requirements.

(a) At all times during the term of this Contract, the Contractor shall provide and maintain in full force and effect the types of insurance set forth below in at least the limits of liability specified. All insurance will be by insurers acceptable to the UG and authorized to do business in the State of Kansas. Prior to the commencement of any work under the Contract, the Contractor shall furnish the UG with certificates of insurance, executed by an authorized representative of the respective insurer and satisfactory to the UG in form and substance, to the effect that such insurance has been procured and is in full force and effect. The certificates and the policies shall provide that (i) no policy shall be cancelled or changed except upon thirty (30) days prior written notice sent to the Contractor by registered mail and (ii) all policies shall be automatically renewed upon expiration and shall continue in full force and effect upon thirty (30) days prior written notice sent to the Contractor by registered mail. Upon request, the Contractor shall furnish the UG with a copy of the original policy covering any kind of insurance issued.

Each policy shall also cover the UG and its officers, agents and employees as additional named insured's.

(b) The Contractor shall carry the following types of insurance in the greater of statutory requirements or the following limits specified:

<u>TYPE OF COVERAGE</u>	<u>MINIMUM LIMIT OF LIABILITY</u>
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Comprehensive General Liability (See Below)	\$500,000 each occurrence bodily injury \$1,000,000 aggregate bodily injury \$500,000 aggregate property damage or \$1,000,000 combines single limit
Comprehensive Auto Liability	\$500,000 each person bodily injury \$1,000,000 each accident bodily injury \$250,000 each accident property damage or \$500,000 single limit
Excess Umbrella Liability	\$10,000,000 each occurrence bodily injury and property damage \$10,000,000 aggregate bodily injury and property damage

Owner's Protective	\$3,000,000 each occurrence bodily injury
	\$3,000,000 each occurrence property damage
	\$3,000,000 aggregate property damage

The Comprehensive General Liability insurance shall include:

- (a) Premises -Operations.
- (b) Products -Completed operations.
- (c) Independent Contractors (Contractors protective).
- (d) Personal injury liability:
 - (i) The exclusion pertaining to liability assumed under a written or oral contract shall be deleted.
 - (ii) The exclusion pertaining to employees shall be deleted.
- (e) Contractual insurance (the exclusion pertaining to actions on a contract by a third party beneficiary arising out of a project for a public authority shall be deleted).
- (f) Broad form property damage (including completed operations).

10.02 **Agreement Not To Discriminate.** Contractor agrees that it will be bound by the following provisions in connection with the performance of its obligations under this Contract:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, physical handicap, national origin or ancestry. The

Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, physical handicap, national origin or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, by the UG setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, physical handicap, national origin or ancestry.

(c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts which may be permitted for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

(d) The Contractor agrees that it will implement, and will cause all subcontractors to implement, the certificate of compliance or affirmative action plan submitted in connection with the Contractor's proposal for this Contract.

(e) The Contractor confirms that it is in compliance with K.S.A. 44-1030, 1031, and Chapter 29 of the Procurement Code of the Unified Government. The Contractor and the UG, in carrying out this Contract, shall comply with all existing federal, state and local laws relative to

equal opportunity and nondiscrimination.

(f) Subject to the cure period described in Section 11.02 below, if the Contractor shall fail, refuse or neglect to comply with the terms of this Section 10.02, such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended by the UG, in whole or in part, and the Contractor may be declared ineligible for any further UG contracts for a period of up to one year. If this Contract is terminated, canceled or suspended by the UG for failure to comply with this Section, the Contractor shall have no recourse from such cancellation, suspension or declaration of ineligibility.

(g) The Contractor shall maintain sufficient records to document that, in connection with this Contract, it has acted in a manner which is in full compliance with this Section and the applicable provisions, as amended, of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Title VII of the Civil Rights Act of 1968 (P.L. 92-261), Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), Executive Order 11246, Executive Order 11375, Executive Order 11063, and K.S.A. 44-1030, 1031. Such records shall at all times remain open to inspection by representatives of the UG designated for such purpose.

(h) The Contractor confirms that, at the time of the execution of this Contract, it has an Affirmative Action Program that is currently certified by the UG and that it shall maintain such a certified Affirmative Action Program throughout the term of this Contract.

10.03 **Indemnification**. The Contractor shall indemnify and hold harmless the UG and its officers, agents and employees from and against any and all losses (as defined below) incurred in connection with, resulting from or incident to:

(a) any misrepresentation or any inaccurate, false, incorrect or misleading statement by the Contractor in any Contract Document, regardless of any investigation or lack thereof on the part of the UG;

(b) any breach or failure to perform by the Contractor of any of its covenants, agreements or obligations set forth in any Contract Document;

(c) any negligent or willful act or omission of the Contractor or its officers, agents or employees in the performance of this Contract;

(d) the violation of, or failure to comply with, or the incurrence of liability with respect to, any federal, state, city or county statute, law, ordinance, rule or regulation (including, but not limited to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., as amended, and the Federal Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, as amended), now or hereafter in effect, concerning (i) the transport, disposal or other handling of Waste or any other material collected under this Contract; or (ii) the ownership, operation, maintenance or use of any landfill or other disposal or processing facility used by the Contractor for the disposal of Waste or any other material collected under this Contract; or

(e) the closing and subsequent monitoring of the condition of any landfill or other disposal facility used by the Contractor for the disposal of Waste collected under this Contract.

For purposes of this Section 10.03, the word "losses" shall mean any and all claims, damages, liabilities, judgments, lawsuits, costs, expenses, interest, penalties and attorneys' fees (in each case whether or not arising out of third-party claims) and shall include, but not be limited to, losses related to any environmental cleanup and/or restoration of natural resource damage caused by

or otherwise related to the presence of Waste or any components thereof at any disposal facility, or any release of Waste, any components thereof, or any other materials from any disposal facility, regardless of whether or not said materials were present at said disposal facility prior to or subsequent to the date of commencement of this Contract. The Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any Worker's Compensation acts, disability benefit acts or other employee benefits acts.

10.04 Financial Assurance of Indemnification Obligation.

If at any time during the term of this Contract the UG has a reasonable basis to believe that circumstances exist which could lead to a claim for indemnification under Section 10.03 of this Contract, the UG may give written notice of same to the Contractor. Within 30 days following receipt of such notice, the Contractor shall provide the UG with a written response to the UG's concerns. If such response is not satisfactory to the UG in its sole discretion, the UG, by prior written notice, may require that the Contractor provide the UG with such further financial assurance as the UG may require. If the Contractor fails to provide such financial assurance within the time period specified by the UG, the UG shall have the right, in its sole discretion, upon 30 days prior notice to the Contractor, to terminate this Contract.

10.05 Compliance with Laws. During the term of this Contract, the Contractor shall:

(a) obtain and maintain, at its expense, all permits, licenses and similar authorizations required by law for the performance of its obligations hereunder and shall maintain same in full force and effect throughout the term of this Contract;

(b) timely pay all taxes, ,fees or assessments required by any governmental authority with respect to its performance of this Contract and the general operation of its business;

(c) comply with and adhere in all respects to all federal, state, and local statutes, laws, ordinances, rules, regulations, judgment, orders, decrees or any similar binding authority applicable to the performance of this Contract, the ownership or operation of the Landfill or the conduct of Contractor's business generally.

10.06 **Performance Bond.**

(a) Prior to commencement of the term of the Contract, the Contractor shall have delivered to the UG an annual performance bond conditioned upon the faithful performance of the first year of this Contract in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000). The amount of the performance bond required in subsequent years shall increase or decrease from the previous year in an amount equal to the last agreed average percentage increase or decrease for the price for services as calculated pursuant to Section 2.06. In no event will the amount of the performance bond be less than \$1,500,000.

The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of Kansas and satisfactory to the UG. An annual Performance Bond shall also be required for each subsequent year of this Contract, and shall be delivered to the UG not later than 60 days prior to the anniversary date of this Contract in each subsequent year. The bond shall be acceptable to the UG in its sole discretion in both form and substance.

(b) Attorneys-in-fact who sign any bond provided for above must file with each bond a certified and effectively dated copy of their power of attorney, bearing the seal of the surety company, evidencing such attorney-in-fact's authority to execute the bond.

(c) This Contract shall not commence until the bond provided for above has been delivered

to the UG and approved by the Chief Counsel. This Contract shall be subject to termination by the UG at any time if the bond shall be cancelled or the surety thereon relieved from liability for any reason. Notice of cancellation of a bond must be served upon the UG forty-five (45) days prior to the effective date of said cancellation. This Contract will not be terminated if within fifteen (15) days of such notice the Contractor files with the UG a similar bond to be effective for the balance of this Contract period.

ARTICLE XI

DEFAULT

11.01 **Events of Default**. Each of the following shall be an event of default ("Event of Default") under this Contract:

- (a) the Contractor voluntarily abandons, deserts or discontinues its performance of this Contract;
- (b) a lien is filed against the property or assets of the Contractor because of any act or omission of the Contractor and is not removed, or the UG adequately secured by bond or otherwise, within 90 days after such filing;
- (c) a misrepresentation or breach by either party of any of its representations or warranties set forth in this Contract or any other written instrument executed pursuant hereto, irrespective of any investigation or lack thereof on the part of the other party;
- (d) the contractor fails or refuses to comply with the reasonable instructions of the Contracting Officer concerning this Contract;
- (e) either party fails or refuses to perform or observe each and every term, covenant or agreement to be performed or observed by it under this Contract;

(f) either party makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for any custodian, receiver or trustee for it or any substantial part of its property, commences any proceeding relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect, or if there shall have been filed any such petition or application, or if there is commenced against it any such proceeding, in which an order for relief is entered or if by any act it indicates its consent to, approval of or acquiescence in any such petition, application or proceeding or order for relief or the appointment of any custodian, receiver of or any trustee for it or any substantial part of its property.

11.02 **Remedies upon Default.** Whenever an Event of Default shall have occurred and be continuing, the non-defaulting party shall have the option, in addition to any other remedies that it may have at law or in equity, to terminate this Contract upon 30 days prior written notice to the defaulting party; provided, however, that this Contract shall not be terminated if the default is fully cured prior to the expiration of such 30 day period, or, if the default is not reasonably curable within such 30 day period, the defaulting party shall have within such period commenced diligent and good faith efforts to cure and continued such efforts until the default is fully cured. Notwithstanding the foregoing, the continuance of an uncured Event of Default by the Contractor for more than one hundred and eighty (180) days shall give the UG unqualified right to terminate this Contract.

11.03 **Additional Rights of UG** As an independent inducement to the UG to enter into this Contract, the Contractor hereby agrees to reserve and provide Waste disposal space in the Landfill for the benefit of the UG for a period of 20 years. Contractor's obligation hereunder survives termination or an uncured breach of this Contract by Contractor and requires no additional

compensation. In the event the UG exercises this additional right after early termination or uncured breach of this Contract by Contractor, the UG agrees to pay any fees mandated by federal, state or local law and reasonable and customary tipping fees.

11.04 **Force Majeure.** Neither party shall be liable for the failure to perform or observe its obligations under this Contract if such failure is caused by a catastrophe, riot, war, act of God or similar contingency beyond the control of such party. Adverse weather, extremely cold temperatures or snow shall not constitute an excuse for any failure of the Contractor to perform collection services unless expressly approved by the Contracting Officer in advance. Changes in federal, state or local laws, rules or regulations applicable to the Contractor or its business or operations shall not constitute a force majeure, unless enacted by the UG, and shall not excuse any failure of the Contractor to perform its obligations hereunder.

ARTICLE XII

GENERAL PROVISIONS

12.01 **Costs and Expenses.** Each party covenants and agrees that it shall be responsible for and bear its respective costs and expenses in connection with, or arising out of, and the negotiation and execution of this Contract.

12.02 **Governing Law.** The interpretation and performance of this Contract shall be in accordance with and governed by the laws of the State of Kansas. The sole and exclusive forum for the initial determination of any question of law or fact to be determined in any judicial proceeding relating to this Contract shall be any court of competent jurisdiction in the State of Kansas.

12.03 **Pendency of Litigation.** The pendency of litigation shall affect neither the obligations of the parties to make any payment or render any service required by this Contract or the rights of the parties under this Contract.

12.04 **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, certified or registered mail with postage prepaid:

(a) If to the UG to:

The Unified Government of Wyandotte County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101

Attention: UG Clerk

or to such other person or address as the UG shall furnish to the Contractor in writing.

(b) If to the Contractor, to:

Deffenbaugh Industries, Inc.
2601 Midwest Drive
Kansas City KS 66111

Attention: Chief Operating Officer

or to such other person or address as the Contractor shall furnish to the UG in writing.

12.05. **Remedies Non-Exclusive and Cumulative.** No remedy herein conferred upon or reserved to a party is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this contract or now or hereafter existing at law or in equity or by statute or otherwise.

12.06. **Entire Agreement.** The Contract Documents, in the aggregate, constitute the entire contract between the parties hereto relating to the subject matter thereof and all previous agreements, discussions, communications and correspondence with respect to the subject matter thereof are superseded by the execution of this Contract.

12.07. **Amendments.** This Contract may not be modified, amended or supplemented except in writing signed by or on behalf of both parties by their duly authorized officers.

12.08. **Assignment and Subcontracting.** This Contract and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Contract nor any of the rights, interests, or obligations hereunder shall be assigned or subcontracted by the Contractor without the prior written consent of the UG. Any transfer of securities issued by the Contractor (other than by will or under the laws of descent and distribution), merger in which controlling interest in the Contractor changes hands', sale of all or substantially all of the assets of the Contractor, or any other change of control of the Contractor by any other means, as well as any transfer of ownership or control of all or any portion of the Landfill, shall be considered an assignment for purposes of this Contract and shall be subject to the prior written consent of the UG.

12.09. **Counterparts.** This Contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.10. **Headings.** The headings of Sections and Articles of this Contract are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Contract.

12.11 **Survival of Representations. Warranties. Covenants and Agreements.** All representations, warranties, covenants and agreements of the parties hereto contained herein or in any Contract Document shall survive the execution and delivery hereof and consummation of the transactions provided for herein.

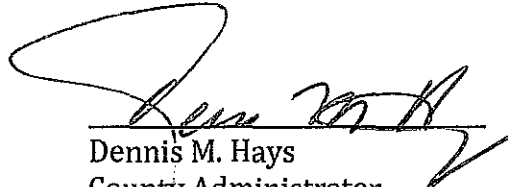
12.12 **Waiver.** A failure on the part of a party to exercise and no delay in exercising, any right or remedy under this Contract shall not operate as a waiver thereof, nor shall any single or partial exercise by a party of any right or remedy preclude any other or future exercise thereof or the exercise of any other right. No waiver of any breach of any provision of this Contract shall be held to be a waiver of any other subsequent breach, and the failure of a party to enforce at any time any provision hereof shall not be deemed a waiver of any right of such party to subsequently enforce such provision or any other provision hereof.

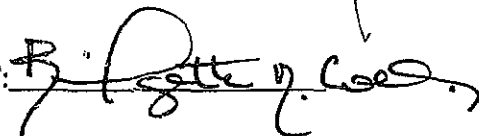
12.13 **Further Actions.** Each party agrees that it will, at its own expense, execute any and all certificates, documents and other instruments, and take such other further actions as may be reasonable necessary to give effect to the terms of this Contract.

12.14. **Severability.** In the event that any of the provisions, portions, or applications of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the Contractor and the UG shall negotiate an equitable adjustment in the provisions of this Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions, portions, or applications thereof shall not be affected thereby.

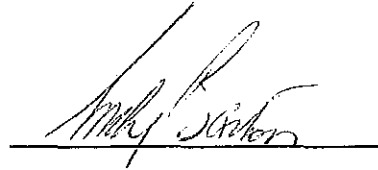
IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed on its behalf by its duly authorized representative, effective as of the day and year first written above.

THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY,/KANSAS CITY, KANSAS:


Dennis M. Hays
County Administrator

ATTEST: 
Unified Government Clerk

DEFFENBAUGH INDUSTRIES, INC.



Senior Vice President Marketing & Sales

RESOLUTION NO. 37901

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KANSAS
CITY, KANSAS:

That the Mayor of the City of Kansas City, Kansas, is hereby authorized and directed to execute in the name of the City of Kansas City, Kansas, and the City Clerk of Kansas City, Kansas, is hereby authorized and directed to attest the signature of said Mayor and to attach the seal of the City thereto as to the voluntary act of the City and Interlocal Agreement between the City of Kansas City, Kansas, and the City of Bonner Springs for consolidation of residential solid waste collection and disposal services, said Interlocal Agreement being dated the 21st day of March, 1994.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF KANSAS CITY,
KANSAS, THIS 24th DAY OF March, 1994.

Donna M. Masley
Deputy City Clerk

Approved:

N. Cason Boudreau
N. CASON BOUDREAU
Deputy City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF
KANSAS CITY, KANSAS, AND THE CITY OF
BONNER SPRINGS, KANSAS

This Agreement, made and entered into this 21 day of March, 1994, by and between the City of Kansas City, Kansas, hereinafter referred to as "Kansas City," and the City of Bonner Springs, Kansas, hereinafter referred to as "Bonner Springs."

WHEREAS, Kansas City and Bonner Springs have authority by virtue of K.S.A. 12-2908 to enter into an Interlocal Agreement for the purposes of providing for the consolidation of governmental services and the promotion of intergovernmental cooperation; and

WHEREAS, the parties in the County of Wyandotte on the 6th day of December, 1991, entered into an Interlocal Cooperation Agreement providing for the immediate and future consolidation of a variety of public services, including the establishment of a household hazardous waste collection system which would accept hazardous waste for residents of Wyandotte County; and

WHEREAS, Kansas City has entered into a twenty-year collection and disposal contract for residential solid waste whereby because the economy of scale, the household price which has been secured is substantially less than that paid by individuals to private contractors in the metropolitan area for trash collection and disposal; and

WHEREAS, the above-referenced contract attached hereto guarantees the reservation of landfill disposal space for a twenty-year period to Kansas City; and

WHEREAS, the contractor is obligated, if directed by the City of Kansas City, Kansas, to provide the same services under the contract to Edwardsville and Bonner Springs; and

WHEREAS, the parties have determined that it is in the public interest and mutual advantage to enter into an agreement to cooperate in the provision of the collection and disposal of solid waste.

NOW, THEREFORE, pursuant to the considerations recited above and the mutual covenants and agreements herein expressed, and for other valuable consideration, the parties agree as follows:

1. Purpose. The purpose of this agreement is to promote and protect the public safety and welfare by authorizing consolidation and cooperation in the provision of residential solid waste collection and disposal services under the contracting authority of Kansas City.

2. Term and Duration. This agreement shall take effect among the parties after its duly authorized execution and will continue in effect until terminated by any of the parties. This agreement may be terminated by any party upon the giving of twelve (12) months written notice, prior to the next fiscal year, to the other parties. Such written notice of termination shall be directed to the governing bodies of the other parties.

3. Service to be Provided. Kansas City agrees to direct its contractor to provide for the collection, transportation, and disposal of residential garbage, refuse and bulk waste placed at curb side pursuant to the terms and conditions of the contract between Kansas City and its contractor for residential solid waste collection and disposal. These services shall be provided at each residential unit geographically located on City streets within the corporate limits of Bonner Springs one time per week. Only curb side collection from the city streets shall be provided and only buildings containing not more than four separate or contiguous single family dwelling units shall be served. The parties have recognized that it is likely that special procedures will be implemented during the term of the contract for

the collection and disposal of white goods and yard wastes, as well as a program for curb side recycling. Kansas City in its sole discretion may direct the contractor to implement one or more of these three programs at any time during the term of the agreement. Any determination made by the City to commence or terminate any optional additional service under Section 2.05(b) shall be binding upon Bonner Springs with the single exception that Bonner Springs may, on July 1, 1998, and ever four years thereafter during the term of the Contract, elect to cease participating in any optional additional service then being performed under the Contract.

4. Compensation. As a condition to the City's provision of residential solid waste collection and disposal services, Bonner Springs agrees to pay Kansas City an amount based upon the total number of residential units served within their respective jurisdiction, based on a per residential unit charge. The residential unit charge shall be an amount consisting of the base service charge under the solid waste collection and disposal contract, the costs of any special procedures implemented during the term of the agreement for the collection and disposal of white goods, yard wastes or a program for curb side recycling, a charge to pay for the household hazardous waste collection program implemented by and pursuant to an agreement of the parties, and an amount determined by the City Administrator of Kansas City, Kansas, pursuant to Ordinance No. 65837, to be placed in an escrow fund to pay any claims arising under the collection and disposal contract as discussed in Section 5. Upon termination of the Fund pursuant to Ordinance No. 65837, Bonner Springs shall receive an amount equal to that part of the total escrow fund that is proportionate to the number of households served under the agreement in Bonner Springs compared to that served in Kansas City, Kansas.

5. Liability. The parties recognize that Kansas City has required under its collection

and disposal contract for residential solid waste that the contractor shall indemnify and hold harmless Kansas City and Bonner Springs from any and all losses, claims and damages, liabilities, judgments, lawsuits, costs, expenses, and interest incurred in connection with the solid waste collection and disposal contract, including the closing and subsequent monitoring of the condition of any landfill or other disposal facility used by the contractor for the disposal of waste collected under the contract. Kansas City has required independent assurance of the amount of \$1,000,000 to ensure payment under this indemnification provision. However, in recognition of the potential liability for environmental damages and cleanup costs, Kansas City will establish financial reserves in an escrow account to provide additional insurance and protection in case the contractor is unable to make the required payments under the indemnification provisions. It is the intent of Kansas City to have in reserve \$10,000,000 by the time of the termination of the agreement. Said reserve shall be funded by an additional charge to each residential unit served under the collection and disposal contract. Kansas City shall indemnify Bonner Springs its agents and employees for any liability not paid by the contractor arising out of the collection and disposal contract in an amount equal to that part of the total escrow fund that is proportionate to the number of households served in Bonner Springs in relation to the total number of households served in Kansas City. Kansas City shall in no manner be liable for any amount in excess of the amount to be paid under the indemnification provision provided in this paragraph.

6. Arbitration. Any dispute arising under the terms of this interlocal agreement shall upon request of either party hereto be submitted to binding arbitration in accordance with the rules of the American Arbitration Society. Each party shall bear its own costs relative to said arbitration. Arbitration may be requested by providing the other written

notice of a desire to arbitrate setting forth the nature of the issue to be arbitrated. Each party shall use its best and reasonable efforts to resolve disputes through the review committee or by other means prior to submitting the question at issue to arbitration.

7. Successors. This agreement shall be binding and inure to the benefit of the parties hereto and the successors and assigns of each.

8. Severability. If any portion of this agreement shall be declared to be unconstitutional, unlawful or otherwise contrary to the public policy of the State of Kansas, the invalidity of that part of this agreement shall not affect the remaining parts of the agreement and the same shall be held to be valid and binding upon the parties.

9. State Law. This agreement shall be interpreted in accordance with the laws of the State of Kansas.

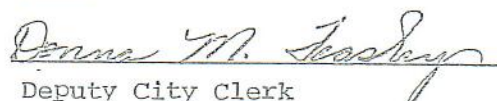
10. Entire Agreement. The document contained herein represents the entire agreement of the parties and any change, alteration or addition to said agreement shall be valid only in writing and upon execution by the parties hereto.

CITY OF KANSAS CITY, KANSAS

By


Joseph E. Steineger, Jr.
Mayor

Attest:


Deputy City Clerk

6

BONNER SPRINGS, KANSAS

By T. A. Stolfus DVM
T. A. Stolfus, D.V.M.
Mayor

Attest:

De Stennett
City Clerk

Memorandum

Date: February 24, 2025
To: Mayor and City Council
From:

Subject: VFW Post 6401 Law Enforcement Officer of the Year Award

Recommendation:

Action:

Background:

Discussion:

Financial Impact:

Memorandum

Date: February 24, 2025
To: Mayor and City Council
From:

Subject: Proclamation - Eagle Scout Tyler Beets

Recommendation:

Action:

Background:

Discussion:

Financial Impact:

Memorandum

Date: February 24, 2025
To: Mayor and City Council
From: Christina Brake

Subject: Minutes of the February 10, 2025, City Council Meeting

Recommendation:

Action: Make a motion to approve the minutes of the February 10, 2025, City Council Meeting as presented.

Background:

Discussion:

Financial Impact:



City of Bonner Springs

KANSAS

City Council Meeting Minutes
February 10, 2025

WORKSHOP – 7:00 P.M.

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

City Staff Present: Amber Vogan, Interim City Manager; Chris Brake, City Clerk; Megan Gilliland, Economic Development Coordinator and Billy Naff, Police Chief

1. **Noise Ordinance** – The Police Chief presented recommendations and comparisons for a proposed noise ordinance.

CITY COUNCIL MEETING - 7:30 P.M.

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

City Staff Present: Amber Vogan, Interim City Manager; Chris Brake, City Clerk; Billy Naff, Police Chief; Mark Lee, Community Development Director and Megan Gilliland, Economic Development Coordinator

Invocation – Pastor Flournoy, Church of the Living God, gave the invocation.

PRESENTATIONS – The Mayor presented a proclamation to members of the Bonner Springs NAACP recognizing Black History Month.

CITIZEN CONCERNS ABOUT ITEMS NOT ON TODAY'S AGENDA. – Twyla Kitchens spoke for her husband, Bob and herself, 126 Glenwood, and stated she is still concerned about the neighbor across the street whom they believe is running a business out of his house. She appreciated the work that codes enforcement has done to clean up the neighborhood. She asked for more information about a potential noise ordinance.

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

1. Minutes of the January 13, 2025 City Council Meeting
2. Minutes of the February 5, 2025 Special City Council Meeting
3. Claims for City Operations
4. Appointments to Boards and Commissions

OLD BUSINESS - None presented.

NEW BUSINESS -

1. **SUP-04-24 - Special Use Permit - 23920 W. 43rd St - Contractor Garages** - Shannon moved and Blanks seconded, to adopt an ordinance to approve the Special Use Permit for 23920 W. 43rd Street. Unanimous approval. Assigned Ordinance No. 2586

2. **BSZO-04-24 - Unified Development Ordinance Amendment - ENT; Entertainment and Amusement Zoning District** - Reeves moved and Kipp seconded, to adopt an ordinance amending the Unified Development Ordinance to create a zoning district for entertainment and amusement parks. Unanimous approval. Assigned Ordinance No. 2587
3. **KDHE Water Plant Loan Agreement Amendment No. 2** - Shannon moved and Gurley seconded, to authorize the Mayor to sign the KDHE Water Plant Loan Agreement Amendment No. 2. Unanimous approval.
4. **Executive Session to Discuss Development Agreements Pursuant to Exception for Consultation With an Attorney, K.S.A. 75-4319(b)(2)** - Blanks moved and Gurley seconded, to go into executive session pursuant to exception for consultation with an attorney, K.S.A. 75-4319(b)(2) The open meeting will resume in the Council Chamber at 8:25 p.m. Unanimous approval.

Gurley moved and McMahan seconded, to resume the open meeting with no action taken at 8:31 p.m. Unanimous approval.

REPORTS

1. **City Manager's Report** – Written report included in the agenda. Additionally, the 138th street project should start this month with the pre-construction meeting. More information will be forthcoming.
2. **City Council Items**
 - Blanks – Thanked the ministerial fellowship for inviting her to their meeting. Stated one of her goals for the year is to further communication within the community. The Chamber is hosting a ribbon cutting for AT&T on Thursday, February 13th, at 11:30 a.m., The Chocolate Crawl has been rescheduled due to predicted severe weather. The Chocolate Crawl will now be Thursday, February 20th starting at 4:00 p.m. the Chamber is hosting a Happy Hour at Range 23, Wednesday, February 19th from 4:30-6:30 p.m., The annual Chamber banquet has officially sold out. March is Women's History month, Third Space will be hosting a Women's networking event on March 7th, the third annual Penguin Plunge fundraiser for Happy Hearts Working is Saturday, March 8th at Lake of the Forest. She invited other councilmembers to join the plunge.
 - Reeves asked if there is someplace on social media people can see a list of the street projects. Staff advised they can add it to the development page on the city website.
3. **Mayor's Report** – The mayor will include all his activities the last two weeks on the report for the February 24th meeting. He asked if the phases and timeline for the 138th street project will be made public. He preemptively thanked public works employees for the work they are going to be doing keeping streets clean this weekend.

ADJOURNMENT - Adjournment - Reeves moved and Shannon seconded, to adjourn the City Council meeting at 8:12 p.m. Unanimous approval.

Christina Brake, City Clerk

Memorandum

Date: February 24, 2025
To: Mayor and City Council
From:

Subject: Minutes of the February 20, 2025 Special City Council Meeting

Recommendation:

Action: Make a motion to approve the minutes of the February 20, 2025, Special Council Meeting as presented.

Background:

Discussion:

Financial Impact:



City of Bonner Springs

KANSAS

Special City Council Meeting Minutes
February 20, 2025

CITY COUNCIL MEETING – 7:00 P.M.

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

City Staff Present: Chris Brake, City Clerk

NEW BUSINESS -

1. Executive Session Executive Session to Discuss Development Agreements Pursuant to Exception for Consultation With an Attorney, K.S.A. 75-4319(b)(2) –

Shannon moved and Blanks seconded, to go into executive session pursuant to exception for consultation with an attorney, K.S.A. 75-4319(b)(2) The open meeting will resume in the Council Chamber at 8:05 p.m. Unanimous approval.

Blanks moved and Shannon seconded, to resume the open meeting with no action taken at 8:08 p.m. Unanimous

ADJOURNMENT - Shannon moved and Blanks seconded, to adjourn the City Council meeting at 8:08 p.m. Unanimous approval.

_____ Christina Brake, City Clerk

Memorandum

Date: February 24, 2025
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 \$60,720.05 and the regular claims in the amount of \$211,708.91.

Discussion:

Financial Impact:



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
2470	ATMOS ENERGY	02/14/2025	Regular	0.00	4,507.67	155656
10942	EVERGY KANSAS CENTRAL INC FKA V	02/14/2025	Regular	0.00	46,581.00	155657
12160	GUARDIAN SECURITY SYSTEMS INC	02/14/2025	Regular	0.00	173.95	155658
12861	JESSE LANINGHAM	02/14/2025	Regular	0.00	347.33	155659
9879	MAINSTREET CREDIT UNION	02/14/2025	Regular	0.00	865.00	155660
11421	WEX INC	02/14/2025	Regular	0.00	8,245.10	155661

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	60,720.05
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
	6	6	0.00	60,720.05



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 2470 - ATMOS ENERGY				
ATMOS ENERGY	0004665	02/14/2025	GAS SERVICE	2,217.22
ATMOS ENERGY	0004665	02/14/2025	GAS SERVICE	1,712.76
ATMOS ENERGY	0004665	02/14/2025	GAS SERVICE	300.45
ATMOS ENERGY	0004665	02/14/2025	GAS SERVICE	95.15
ATMOS ENERGY	0004665	02/14/2025	GAS SERVICE	182.09
Vendor 2470 - ATMOS ENERGY Total:				4,507.67
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	6,556.54
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	208.49
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	1,225.70
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	1,494.18
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	389.06
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	4,600.05
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	2,203.46
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	2,356.52
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	15,311.55
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	10,994.00
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	537.57
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	73.10
EVERGY KANSAS CENTRAL INC...	0004666	02/14/2025	ELECTRIC SERVICE	630.78
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:				46,581.00
Vendor: 12160 - GUARDIAN SECURITY SYSTEMS INC				
GUARDIAN SECURITY SYSTEMS..	16036082	02/14/2025	ALARM SYSTEM	41.65
GUARDIAN SECURITY SYSTEMS..	16036082	02/14/2025	ALARM SYSTEM	90.65
GUARDIAN SECURITY SYSTEMS..	16036082	02/14/2025	ALARM SYSTEM	41.65
Vendor 12160 - GUARDIAN SECURITY SYSTEMS INC Total:				173.95
Vendor: 12861 - JESSE LANINGHAM				
JESSE LANINGHAM	0004667	02/14/2025	REISSUE UNCASHED 7/19/2024	372.33
JESSE LANINGHAM	0004667	02/14/2025	PAYROLL CHECK	
JESSE LANINGHAM	0004667	02/14/2025	STALE CHECK FEE	-25.00
Vendor 12861 - JESSE LANINGHAM Total:				347.33
Vendor: 9879 - MAINSTREET CREDIT UNION				
MAINSTREET CREDIT UNION	0004669	02/14/2025	PAYROLL FOR 2/14/2025	865.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:				865.00
Vendor: 11421 - WEX INC				
WEX INC	102558247	02/14/2025	JANUARY FUEL	103.61
WEX INC	102558247	02/14/2025	JANUARY FUEL	721.31
WEX INC	102558247	02/14/2025	JANUARY FUEL	43.33
WEX INC	102558247	02/14/2025	JANUARY FUEL	5,400.86
WEX INC	102558247	02/14/2025	JANUARY FUEL	677.85
WEX INC	102558247	02/14/2025	JANUARY FUEL	221.96
WEX INC	102558247	02/14/2025	JANUARY FUEL	615.38
WEX INC	102558247	02/14/2025	JANUARY FUEL	460.80
Vendor 11421 - WEX INC Total:				8,245.10
Grand Total:				60,720.05



Bonner Springs, KS

Check Register

Packet: APPKT00902 - 2/18/2025 Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
12061	AARON CALDWELL	02/18/2025	Regular	0.00	2,907.97	155662
12664	AETNA BETTER HEALTH OF KANSAS	02/18/2025	Regular	0.00	380.07	155663
11999	ALL COPY PRODUCTS INC	02/18/2025	Regular	0.00	218.63	155664
10078	AMAZON CAPITAL SERVICES INC	02/18/2025	Regular	0.00	1,397.74	155665
12864	ANGEL ARMOR LLC	02/18/2025	Regular	0.00	3,015.00	155666
2470	ATMOS ENERGY	02/18/2025	Regular	0.00	2,958.62	155667
9842	AUTOZONE	02/18/2025	Regular	0.00	52.32	155668
11711	AV WATER TECHNOLOGIES	02/18/2025	Regular	0.00	4,240.95	155669
6536	BANKCARD PROCESSING CENTER	02/18/2025	Regular	0.00	10,296.45	155670
	Void	02/18/2025	Regular	0.00	0.00	155671
7416	BG CONSULTANTS, INC	02/18/2025	Regular	0.00	7,488.00	155672
12146	BONNER SPRINGS ROTARY CLUB	02/18/2025	Regular	0.00	160.00	155673
12691	C&B EQUIPMENT MIDWEST INC	02/18/2025	Regular	0.00	1,140.00	155674
11793	CHARTER COMMUNICATIONS HOLD	02/18/2025	Regular	0.00	309.96	155675
10027	CINTAS	02/18/2025	Regular	0.00	942.09	155676
7888	COGENT INC	02/18/2025	Regular	0.00	1,745.01	155677
12681	COLEMAN EQUIPMENT INC	02/18/2025	Regular	0.00	1,070.64	155678
10136	COMPLIANCEONE	02/18/2025	Regular	0.00	558.92	155679
12689	CORE & MAIN LP	02/18/2025	Regular	0.00	952.00	155680
2216	CROSBY PLUMBING	02/18/2025	Regular	0.00	100.00	155681
7098	CTM MEDIA GROUP INC	02/18/2025	Regular	0.00	4,500.00	155682
12684	DEFFENBAUGH INDUSTRIES INC	02/18/2025	Regular	0.00	7,635.42	155683
12860	DERIK HAMPTON	02/18/2025	Regular	0.00	435.00	155684
12848	DON HATTAN CHEVROLET INC	02/18/2025	Regular	0.00	55,803.00	155685
11899	EASY ICE, LLC	02/18/2025	Regular	0.00	276.00	155686
7003	ERIC B PARR	02/18/2025	Regular	0.00	95.00	155687
10964	EVERGY FKA KCP&L	02/18/2025	Regular	0.00	261.01	155688
4342	FELDMANS	02/18/2025	Regular	0.00	2,830.60	155689
10924	GO CAR WASH MANAGEMENT CORP	02/18/2025	Regular	0.00	80.00	155690
1942	GRASS PAD INC	02/18/2025	Regular	0.00	7.38	155691
1532	GT DISTRIBUTORS INC	02/18/2025	Regular	0.00	337.50	155692
12685	HACH COMPANY	02/18/2025	Regular	0.00	46.10	155693
1089	HAWKINS INC	02/18/2025	Regular	0.00	1,523.20	155694
4275	HAYNES EQUIPMENT CO INC	02/18/2025	Regular	0.00	2,070.08	155695
3078	HD SUPPLY INC	02/18/2025	Regular	0.00	733.15	155696
7242	HELGET GAS PRODUCTS INC	02/18/2025	Regular	0.00	120.98	155697
0916	INTERNATIONAL INSTITUTE OF MUN	02/18/2025	Regular	0.00	195.00	155698
12287	INTOXIMETERS, INC	02/18/2025	Regular	0.00	710.00	155699
3289	J & D EQUIPMENT INC	02/18/2025	Regular	0.00	879.63	155700
12354	JEFFREY COX	02/18/2025	Regular	0.00	3,362.50	155701
12459	JENNIFER CAIHARR-STOCKTON	02/18/2025	Regular	0.00	100.00	155702
5345	JOHNSON COUNTY WASTEWATER	02/18/2025	Regular	0.00	734.57	155703
12643	JOYCE JACKSON	02/18/2025	Regular	0.00	16.00	155704
12553	JUNGLE DISK LLC	02/18/2025	Regular	0.00	801.11	155705
12650	KAILENE HERNANDEZ	02/18/2025	Regular	0.00	75.00	155706
12758	KANSAS FIBER NETWORK LLC	02/18/2025	Regular	0.00	875.00	155707
10049	KANSAS HEALTH & ENVIRONMENTA	02/18/2025	Regular	0.00	1,922.00	155708
2023	KANSAS MUNICIPAL JUDGES ASSOCI	02/18/2025	Regular	0.00	25.00	155709
5308	KANSAS ONE-CALL SYSTEM, INC	02/18/2025	Regular	0.00	150.29	155710
1618	KIWANIS CLUB OF EDWARDSVILLE	02/18/2025	Regular	0.00	135.00	155711
12835	LEAF CAPITAL FUNDING LLC	02/18/2025	Regular	0.00	72.00	155712
3030	LEAGUE OF KANSAS MUNICIPALITIES	02/18/2025	Regular	0.00	25.00	155713
6250	LEXIS NEXIS RISK DATA MANAGEMEN	02/18/2025	Regular	0.00	389.00	155714
12266	LOGAN CONTRACTORS SUPPLY, INC	02/18/2025	Regular	0.00	368.60	155715

Check Register

Packet: APPKT00902-2/18/2025 Check Run

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
7604	M.R.P.P. INC.	02/18/2025	Regular	0.00	209.16	155716
12800	MARI BOLEWSKI	02/18/2025	Regular	0.00	16.00	155717
12483	MCGRATH CONSULTING GROUP INC	02/18/2025	Regular	0.00	390.00	155718
6137	METRO COURIER INC	02/18/2025	Regular	0.00	54.44	155719
5912	MID-AMERICA REGIONAL COUNCIL	02/18/2025	Regular	0.00	22,085.00	155720
6849	MJV-A LLC	02/18/2025	Regular	0.00	169.00	155721
7935	NANCY L. GOSS	02/18/2025	Regular	0.00	213.50	155722
12338	NATHAN BRUNGARDT	02/18/2025	Regular	0.00	161.00	155723
7206	NATIONAL INSURANCE MARKETING	02/18/2025	Regular	0.00	2,098.84	155724
3094	NORRIS EQUIPMENT CO LLC	02/18/2025	Regular	0.00	69.46	155725
5820	OLATHE FORD SALES	02/18/2025	Regular	0.00	404.94	155726
11124	OLGA ACEBEDO	02/18/2025	Regular	0.00	100.00	155727
12682	O'REILLY AUTOMOTIVE INC	02/18/2025	Regular	0.00	294.23	155728
10494	OZARK KENWORTH INC	02/18/2025	Regular	0.00	17,886.30	155729
3393	PACE ANALYTICAL SERVICES LLC	02/18/2025	Regular	0.00	623.00	155730
2955	PB HOIDALE CO INC	02/18/2025	Regular	0.00	235.00	155731
11541	PEREGRINE CORPORATION	02/18/2025	Regular	0.00	1,054.60	155732
3531	PERRY AND TRENT LLC	02/18/2025	Regular	0.00	6,664.00	155733
11867	PI MANAGED SERVICES LLC	02/18/2025	Regular	0.00	425.00	155734
6374	POLYDYNE INC	02/18/2025	Regular	0.00	2,970.00	155735
12862	RACHEL SPUDIC	02/18/2025	Regular	0.00	165.00	155736
10641	REDISHRED KANSAS INC	02/18/2025	Regular	0.00	127.16	155737
11773	RONALD TILDEN	02/18/2025	Regular	0.00	478.95	155738
10388	SALTUS TECHNOLOGIES, LLC	02/18/2025	Regular	0.00	13,668.00	155739
11923	SANTA FE TOW SERVICE INC	02/18/2025	Regular	0.00	330.00	155740
6010	SCHUETZ CONSTRUCTION	02/18/2025	Regular	0.00	2,996.75	155741
7934	SITEONE LANDSCAPE SUPPLY HOLDII	02/18/2025	Regular	0.00	161.46	155742
7670	STAPLES CONTRACT & COMMERCIAL	02/18/2025	Regular	0.00	212.45	155743
9824	STRYKER SALES LLC	02/18/2025	Regular	0.00	651.00	155744
12729	SUMNERONE INC	02/18/2025	Regular	0.00	451.03	155745
12314	TATUM BARTELS	02/18/2025	Regular	0.00	317.68	155746
5375	TG TECHNICAL SERVICES	02/18/2025	Regular	0.00	205.00	155747
10854	THE JATH GROUP INC	02/18/2025	Regular	0.00	4,060.11	155748
6802	TOTAL ELECTRIC CONTRACTORS INC	02/18/2025	Regular	0.00	836.78	155749
12512	TRUMAN HEARTLAND COMMUNITY	02/18/2025	Regular	0.00	75.00	155750
11556	U.S. BANK EQUIPMENT FINANCE	02/18/2025	Regular	0.00	539.04	155751
7022	U.S. POSTAL SERVICE	02/18/2025	Regular	0.00	50.00	155752
11546	UNITED WAY OF GREATER KANSAS C	02/18/2025	Regular	0.00	1,000.00	155753
3088	VANCE BROTHERS LLC	02/18/2025	Regular	0.00	868.64	155754
1142	VERMEER GREAT PLAINS INC	02/18/2025	Regular	0.00	150.96	155755
8404	VESTA LEE LUMBER COMPANY	02/18/2025	Regular	0.00	15.00	155756
2043	WEIS FIRE & SAFETY EQUIPMENT	02/18/2025	Regular	0.00	354.77	155757
1321	WESTLAKE HARDWARE	02/18/2025	Regular	0.00	271.17	155758
10586	WICHITA STATE UNIVERSITY	02/18/2025	Regular	0.00	75.00	155759

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	181	97	0.00	211,708.91
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
	181	98	0.00	211,708.91



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12061 - AARON CALDWELL				
AARON CALDWELL	24555	02/18/2025	REPAIR GARAGE DOOR	2,907.97
			Vendor 12061 - AARON CALDWELL Total:	2,907.97
Vendor: 12664 - AETNA BETTER HEALTH OF KANSAS				
AETNA BETTER HEALTH OF KA...	0004676	02/18/2025	AMBULANCE REFUND FOR CBKS-22-865:1	380.07
			Vendor 12664 - AETNA BETTER HEALTH OF KANSAS Total:	380.07
Vendor: 11999 - ALL COPY PRODUCTS INC				
ALL COPY PRODUCTS INC	38588087	02/18/2025	POSTAGE METER RENTAL	218.63
			Vendor 11999 - ALL COPY PRODUCTS INC Total:	218.63
Vendor: 10078 - AMAZON CAPITAL SERVICES INC				
AMAZON CAPITAL SERVICES I...	11Q7-7NC6-44DY	02/18/2025	PRO MIX FOR PILOT PROGRAM	39.34
AMAZON CAPITAL SERVICES I...	13PY-9CLC-6H1X	02/18/2025	RETURN BADGE HOLDERS	-8.89
AMAZON CAPITAL SERVICES I...	1FP4-QJ1T-1RXW	02/18/2025	GLOVES	370.20
AMAZON CAPITAL SERVICES I...	1FP4-QJ1T-1RXW	02/18/2025	TRAINING MANUALS	425.00
AMAZON CAPITAL SERVICES I...	1FP4-QJ1T-1RXW	02/18/2025	GLOVES	246.80
AMAZON CAPITAL SERVICES I...	1G1D-TV9P-3V9J	02/18/2025	ID BADGE HOLDERS	8.89
AMAZON CAPITAL SERVICES I...	1N3C-RMXG-1QRH	02/18/2025	CAMP CRAFT SUPPLIES	128.59
AMAZON CAPITAL SERVICES I...	1P7C-L6K6-6FQD	02/18/2025	RETURN GATE OPENERS	-67.96
AMAZON CAPITAL SERVICES I...	1QM4-7PPH-4CLP	02/18/2025	SAMPLE DIPPER FOR WWTP	54.33
AMAZON CAPITAL SERVICES I...	1XXR-C37X-3RLQ	02/18/2025	TABLET CASE	103.99
AMAZON CAPITAL SERVICES I...	1YJX-4P7V-Y417	02/18/2025	INVENTORY STICKERS	97.45
			Vendor 10078 - AMAZON CAPITAL SERVICES INC Total:	1,397.74
Vendor: 12864 - ANGEL ARMOR LLC				
ANGEL ARMOR LLC	INV1246	02/18/2025	BODY ARMOR FOR MCKEITHAN/RYSTROM	3,015.00
			Vendor 12864 - ANGEL ARMOR LLC Total:	3,015.00
Vendor: 2470 - ATMOS ENERGY				
ATMOS ENERGY	0004674	02/18/2025	GAS SERVICE	2,958.62
			Vendor 2470 - ATMOS ENERGY Total:	2,958.62
Vendor: 9842 - AUTOZONE				
AUTOZONE	03784024336	02/18/2025	SHOP SUPPLIES	52.32
			Vendor 9842 - AUTOZONE Total:	52.32
Vendor: 11711 - AV WATER TECHNOLOGIES				
AV WATER TECHNOLOGIES	0012434	02/18/2025	2" WATER METERS	4,240.95
			Vendor 11711 - AV WATER TECHNOLOGIES Total:	4,240.95
Vendor: 6536 - BANKCARD PROCESSING CENTER				
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	30.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	CITY HALL FAX	4.95
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	30.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	6.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	WINDOW CLINGS FOR CITY CLERK	42.98
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	54.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	MARC MANAGER'S ROUNDTABLE	30.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	HR FAX	4.95
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	12.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	18.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	62.50
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	144.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	MUNICIPAL COURT FAX	4.95

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	18.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	42.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	150.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	27.50
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	84.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	12.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	24.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	24.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	6.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	6.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	6.00
BANKCARD PROCESSING CEN...	0004729	02/18/2025	EMAILS	6.00
BANKCARD PROCESSING CEN...	0004730	02/18/2025	AACE MEMBERSHIP RENEWAL	75.00
BANKCARD PROCESSING CEN...	0004730	02/18/2025	REGISTER VID 2409	35.62
BANKCARD PROCESSING CEN...	0004730	02/18/2025	KDHE EXAMS FOR WISTHOFF	10.56
BANKCARD PROCESSING CEN...	0004731	02/18/2025	HOA MEMBERSHIP	200.00
BANKCARD PROCESSING CEN...	0004731	02/18/2025	IFTTT PRO SUBSCRIPTION	3.49
BANKCARD PROCESSING CEN...	0004731	02/18/2025	ADOBE SOFTWARE	38.23
BANKCARD PROCESSING CEN...	0004731	02/18/2025	FLEET NUMBERS	21.90
BANKCARD PROCESSING CEN...	0004731	02/18/2025	VEHICLE FLEET NUMBERS	267.25
BANKCARD PROCESSING CEN...	0004731	02/18/2025	STATION LOGO PRINT	300.00
BANKCARD PROCESSING CEN...	0004731	02/18/2025	STATION TV SERVICES	96.13
BANKCARD PROCESSING CEN...	0004731	02/18/2025	UNIFORMS	999.60
BANKCARD PROCESSING CEN...	0004731	02/18/2025	UNIFORMS	969.00
BANKCARD PROCESSING CEN...	0004731	02/18/2025	STATION SUPPLIES	571.40
BANKCARD PROCESSING CEN...	0004731	02/18/2025	ICE SCRAPERS/SHOVELS	110.30
BANKCARD PROCESSING CEN...	0004732	02/18/2025	POSTAGE FOR METER	400.00
BANKCARD PROCESSING CEN...	0004732	02/18/2025	POSTAGE FOR METER	14.00
BANKCARD PROCESSING CEN...	0004732	02/18/2025	BUSINESS CARDS	51.97
BANKCARD PROCESSING CEN...	0004732	02/18/2025	KACM MEMBERSHIP RENEWAL	100.00
BANKCARD PROCESSING CEN...	0004732	02/18/2025	MUNICIPAL COURT SUPPLIES	12.72
BANKCARD PROCESSING CEN...	0004732	02/18/2025	LUNCH FOR TIBLOW DRIVER MEETING	43.00
BANKCARD PROCESSING CEN...	0004733	02/18/2025	EMBROIDERY FOR RECORDS	90.85
BANKCARD PROCESSING CEN...	0004733	02/18/2025	SIRCHIE EVIDENCE MATERIALS	271.78
BANKCARD PROCESSING CEN...	0004734	02/18/2025	PLAYGROUND SAFETY FOR GRAHAM	535.00
BANKCARD PROCESSING CEN...	0004735	02/18/2025	KRWA CERTIFICATIONS	450.00
BANKCARD PROCESSING CEN...	0004736	02/18/2025	CULVERTS/DRAINAGE TRAINING	195.00
BANKCARD PROCESSING CEN...	0004736	02/18/2025	ASPHALT/STREET MAINTENANCE TRAINING	390.00
BANKCARD PROCESSING CEN...	0004737	02/18/2025	DONUTS FOR STAFF MEETING	84.59
BANKCARD PROCESSING CEN...	0004737	02/18/2025	RETURN TV MONITOR MOUNTS	-79.98
BANKCARD PROCESSING CEN...	0004738	02/18/2025	KANSAS CITY STAR SUBSCRIPTION	55.99
BANKCARD PROCESSING CEN...	0004738	02/18/2025	KS DAY MERCH FOR DOWNTOWN PROMO	56.61
BANKCARD PROCESSING CEN...	0004739	02/18/2025	FTO TRAINING	300.00
BANKCARD PROCESSING CEN...	0004739	02/18/2025	PEER SUPPORT TRAINING	425.00
BANKCARD PROCESSING CEN...	0004739	02/18/2025	NARCOTIC INVESTIGATION TRAINING	445.00
BANKCARD PROCESSING CEN...	0004739	02/18/2025	HEARTLAND TOA MEMBERSHIP	200.00
BANKCARD PROCESSING CEN...	0004739	02/18/2025	DRYER CABINET FILTER	363.00
BANKCARD PROCESSING CEN...	0004740	02/18/2025	FLOWER ARRANGEMENT	40.00
BANKCARD PROCESSING CEN...	0004741	02/18/2025	LIGHT FOR BSPD WOMEN'S RESTROOM	56.97
BANKCARD PROCESSING CEN...	0004742	02/18/2025	LODGING FOR CONFERENCE	255.86
BANKCARD PROCESSING CEN...	0004742	02/18/2025	LODGING FOR CONFERENCE	255.86
BANKCARD PROCESSING CEN...	0004743	02/18/2025	IAFC MEMBERSHIP	125.42

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CEN...	0004743	02/18/2025	KS FIRE CHIEFS MEMBERSHIP	80.00
BANKCARD PROCESSING CEN...	0004744	02/18/2025	COMMANDERS LUNCHEON	47.20
BANKCARD PROCESSING CEN...	0004744	02/18/2025	KACP MEMBERSHIP	100.00
BANKCARD PROCESSING CEN...	0004744	02/18/2025	DUO AUTHENTICATION	90.00
BANKCARD PROCESSING CEN...	0004744	02/18/2025	ANIMAL CONTROL DUMPSTER SERVICE	87.45
BANKCARD PROCESSING CEN...	0004744	02/18/2025	ANIMAL CONTROL INTERNET SERVICES	74.90
BANKCARD PROCESSING CEN...	0004744	02/18/2025	TIMER	129.95
Vendor 6536 - BANKCARD PROCESSING CENTER Total:				10,296.45
Vendor: 7416 - BG CONSULTANTS, INC				
BG CONSULTANTS, INC	20-1413L (19)	02/18/2025	Owners Representative, Supp Agrmnt, Water Plant	7,488.00
Vendor 7416 - BG CONSULTANTS, INC Total:				7,488.00
Vendor: 12146 - BONNER SPRINGS ROTARY CLUB				
BONNER SPRINGS ROTARY CL...	2025-DUES	02/18/2025	2025 MEMBERSHIP DUES	160.00
Vendor 12146 - BONNER SPRINGS ROTARY CLUB Total:				160.00
Vendor: 12691 - C&B EQUIPMENT MIDWEST INC				
C&B EQUIPMENT MIDWEST I...	240612A	02/18/2025	REPLACE FLUSH LINE AT PUMP 3	1,140.00
Vendor 12691 - C&B EQUIPMENT MIDWEST INC Total:				1,140.00
Vendor: 11793 - CHARTER COMMUNICATIONS HOLDING LLC				
CHARTER COMMUNICATIONS...	0099865020625	02/18/2025	INTERNET SERVICE	309.96
Vendor 11793 - CHARTER COMMUNICATIONS HOLDING LLC Total:				309.96
Vendor: 10027 - CINTAS				
CINTAS	4219599747	02/18/2025	FLOOR MATS FOR PW OFFICE	86.23
CINTAS	4219599786	02/18/2025	FLOOR MATS FOR WTP	94.97
CINTAS	4219599815	02/18/2025	FLOOR MATS FOR WWTP	46.48
CINTAS	4220385884	02/18/2025	FLOOR MATS FOR PW OFFICE	86.23
CINTAS	4220385886	02/18/2025	FLOOR MATS FOR WTP	101.96
CINTAS	4220385908	02/18/2025	FLOOR MATS FOR WWTP	46.48
CINTAS	4221093231	02/18/2025	CITY HALL JANITORIAL SUPPLIES	245.07
CINTAS	4221093299	02/18/2025	FLOOR MATS FOR PW OFFICE	86.23
CINTAS	4221093348	02/18/2025	FLOOR MATS FOR WTP	101.96
CINTAS	4221093362	02/18/2025	FLOOR MATS FOR WWTP	46.48
Vendor 10027 - CINTAS Total:				942.09
Vendor: 7888 - COGENT INC				
COGENT INC	5615792	02/18/2025	REPAIR PUMP 3 AT LS 2	1,745.01
Vendor 7888 - COGENT INC Total:				1,745.01
Vendor: 12681 - COLEMAN EQUIPMENT INC				
COLEMAN EQUIPMENT INC	15021	02/18/2025	STIHL STRING TRIMMERS	931.18
COLEMAN EQUIPMENT INC	647032	02/18/2025	BUCKET LOCKING PIN FOR VID 130	106.28
COLEMAN EQUIPMENT INC	647844	02/18/2025	OIL FILTER FOR VID 130	33.18
Vendor 12681 - COLEMAN EQUIPMENT INC Total:				1,070.64
Vendor: 10136 - COMPLIANCEONE				
COMPLIANCEONE	324698	02/18/2025	JANUARY MONTHLY CHARGES/RANDOM NON DOT	288.88
COMPLIANCEONE	324698	02/18/2025	JANUARY MONTHLY CHARGES/RANDOM NON DOT	144.44
COMPLIANCEONE	325557	02/18/2025	JANUARY MONTHLY CHARGES/RANDOM DOT	81.64
COMPLIANCEONE	325557	02/18/2025	JANUARY MONTHLY CHARGES/RANDOM DOT	18.84
COMPLIANCEONE	325557	02/18/2025	JANUARY MONTHLY CHARGES/RANDOM DOT	18.84

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
COMPLIANCEONE	325557	02/18/2025	JANUARY MONTHLY CHARGES/RANDOM DOT	6.28
Vendor 10136 - COMPLIANCEONE Total:				558.92
Vendor: 12689 - CORE & MAIN LP				
CORE & MAIN LP	W353489	02/18/2025	DISTRIBUTION MAINTENANCE PARTS	528.60
CORE & MAIN LP	W377760	02/18/2025	DISTRIBUTION MAINTENANCE PARTS	423.40
Vendor 12689 - CORE & MAIN LP Total:				952.00
Vendor: 2216 - CROSBY PLUMBING				
CROSBY PLUMBING	202500025	02/18/2025	REFUND PERMIT FEE FOR GRINDER PUMP	100.00
Vendor 2216 - CROSBY PLUMBING Total:				100.00
Vendor: 7098 - CTM MEDIA GROUP INC				
CTM MEDIA GROUP INC	INV10-040571	02/18/2025	DIGITAL SIGNAGE NETWORK PROMOTION	4,500.00
Vendor 7098 - CTM MEDIA GROUP INC Total:				4,500.00
Vendor: 12684 - DEFFENBAUGH INDUSTRIES INC				
DEFFENBAUGH INDUSTRIES I...	0023300-4861-8	02/18/2025	SLUDGE HAULING	6,391.72
DEFFENBAUGH INDUSTRIES I...	794573-4858-5	02/18/2025	PW DUMPSTER SERVICE	402.58
DEFFENBAUGH INDUSTRIES I...	7946518-4858-0	02/18/2025	WWTP DUMPSTER SERVICE	100.38
DEFFENBAUGH INDUSTRIES I...	8017002-4858-7	02/18/2025	COMMUNITY CENTER DUMPSTER SERVICE	695.74
DEFFENBAUGH INDUSTRIES I...	8033685-4858-9	02/18/2025	WTP DUMPSTER SERVICE	45.00
Vendor 12684 - DEFFENBAUGH INDUSTRIES INC Total:				7,635.42
Vendor: 12860 - DERIK HAMPTON				
DERIK HAMPTON	1093	02/18/2025	TINT WINDOWS ON VID 519, 520, & 521	435.00
Vendor 12860 - DERIK HAMPTON Total:				435.00
Vendor: 12848 - DON HATTAN CHEVROLET INC				
DON HATTAN CHEVROLET INC	C20F4075	02/04/2025	2024 Chevrolet Tahoe PPV Purchase	55,803.00
Vendor 12848 - DON HATTAN CHEVROLET INC Total:				55,803.00
Vendor: 11899 - EASY ICE, LLC				
EASY ICE, LLC	01537251	02/18/2025	ICE MACHINE RENTAL	70.00
EASY ICE, LLC	01537251	02/18/2025	ICE MACHINE RENTAL	70.00
EASY ICE, LLC	01560446	02/18/2025	FD ICE MACHINE RENTAL	136.00
Vendor 11899 - EASY ICE, LLC Total:				276.00
Vendor: 7003 - ERIC B PARR				
ERIC B PARR	237	02/18/2025	ON CALL ASSISTANCE WITH ZONING MAP UPDATES	95.00
Vendor 7003 - ERIC B PARR Total:				95.00
Vendor: 10964 - EVERGY FKA KCP&L				
EVERGY FKA KCP&L	0004745	02/18/2025	ELECTRIC SERVICE AT SANDSTONE TOWNHOME LS	116.37
EVERGY FKA KCP&L	0004746	02/18/2025	ELECTRIC SERVICE FOR SIREN AT 631 N 126TH ST	27.21
EVERGY FKA KCP&L	0004746	02/18/2025	ELECTRIC SERVICE FOR SIREN AT 708 S 122ND	26.33
EVERGY FKA KCP&L	0004746	02/18/2025	ELECTRIC SERVICE FOR 12730 STATE	71.04
EVERGY FKA KCP&L	0004746	02/18/2025	ELECTRIC SERVICE FOR 949 N 142ND ST	20.06
Vendor 10964 - EVERGY FKA KCP&L Total:				261.01
Vendor: 4342 - FELDMANS				
FELDMANS	157121	02/18/2025	ASPHALT/CONCRETE SAW	1,799.99
FELDMANS	158928	02/18/2025	WORK PANTS FOR KILE	171.88
FELDMANS	322551	02/18/2025	WORK PANS FOR RUSK	28.13
FELDMANS	325464	02/18/2025	WORK GLOVES	7.99

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FELDMANS	325487	02/18/2025	BINDER RACHETS	259.96
FELDMANS	325512	02/18/2025	LYNCH PINS FOR VID 130	4.45
FELDMANS	325534	02/18/2025	CHAINSAW BAR/CHAIN OIL	21.98
FELDMANS	325567	02/18/2025	WORK PANTS FOR MORA	196.09
FELDMANS	325568	02/18/2025	WORK PANTS FOR DENTON	185.65
FELDMANS	325579	02/18/2025	WORK PANTS FOR WISTHOFF	117.00
FELDMANS	325581	02/18/2025	ROPE/TARP	37.48
Vendor 4342 - FELDMANS Total:				2,830.60
Vendor: 10924 - GO CAR WASH MANAGEMENT CORP				
GO CAR WASH MANAGEMENT...	INV2754	02/18/2025	CAR WASHES	80.00
Vendor 10924 - GO CAR WASH MANAGEMENT CORP Total:				80.00
Vendor: 1942 - GRASS PAD INC				
GRASS PAD INC	544015	02/18/2025	MULCH FOR DIST MAINT	7.38
Vendor 1942 - GRASS PAD INC Total:				7.38
Vendor: 1532 - GT DISTRIBUTORS INC				
GT DISTRIBUTORS INC	UNIV0064323	02/18/2025	UNIFORM ITEMS	337.50
Vendor 1532 - GT DISTRIBUTORS INC Total:				337.50
Vendor: 12685 - HACH COMPANY				
HACH COMPANY	14352988	02/18/2025	LAB SUPPLIES	46.10
Vendor 12685 - HACH COMPANY Total:				46.10
Vendor: 1089 - HAWKINS INC				
HAWKINS INC	6976243	02/18/2025	CHEMICALS FOR WTP	1,523.20
Vendor 1089 - HAWKINS INC Total:				1,523.20
Vendor: 4275 - HAYNES EQUIPMENT CO INC				
HAYNES EQUIPMENT CO INC	30276E	02/18/2025	GRINDER PUMP REPAIR	1,820.08
HAYNES EQUIPMENT CO INC	30289E	02/18/2025	SERVICE CALL FOR 13641 LAWRENCE AVE GRINDER PUMP	250.00
Vendor 4275 - HAYNES EQUIPMENT CO INC Total:				2,070.08
Vendor: 3078 - HD SUPPLY INC				
HD SUPPLY INC	INV00607314	02/18/2025	LAB SUPPLIES FOR WWTP	733.15
Vendor 3078 - HD SUPPLY INC Total:				733.15
Vendor: 7242 - HELGET GAS PRODUCTS INC				
HELGET GAS PRODUCTS INC	0002300671	02/18/2025	OXYGEN	120.98
Vendor 7242 - HELGET GAS PRODUCTS INC Total:				120.98
Vendor: 0916 - INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS				
INTERNATIONAL INSTITUTE OF..	0004677	02/18/2025	MEMBERSHIP DUES	195.00
Vendor 0916 - INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS Total:				195.00
Vendor: 12287 - INTOXIMETERS, INC				
INTOXIMETERS, INC	779220	02/18/2025	SOTOXA TESTS	710.00
Vendor 12287 - INTOXIMETERS, INC Total:				710.00
Vendor: 3289 - J & D EQUIPMENT INC				
J & D EQUIPMENT INC	73294	02/18/2025	REPAIR SPREADER VALVE ON VID 526	879.63
Vendor 3289 - J & D EQUIPMENT INC Total:				879.63
Vendor: 12354 - JEFFREY COX				
JEFFREY COX	2501	02/18/2025	TRAINING SERVICES	3,362.50
Vendor 12354 - JEFFREY COX Total:				3,362.50
Vendor: 12459 - JENNIFER CAIHARR-STOCKTON				
JENNIFER CAIHARR-STOCKTON	78552280	02/18/2025	REFUND DEPOSIT FOR GYMNASIUM ON 12/7/2024	100.00
Vendor 12459 - JENNIFER CAIHARR-STOCKTON Total:				100.00
Vendor: 5345 - JOHNSON COUNTY WASTEWATER				
JOHNSON COUNTY WASTEWA...	0004678	02/18/2025	JANUARY WW CHARGES	734.57
Vendor 5345 - JOHNSON COUNTY WASTEWATER Total:				734.57

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 12643 - JOYCE JACKSON				
JOYCE JACKSON	81741194	02/18/2025	REFUND FOR NLBM TRIP	16.00
Vendor 12643 - JOYCE JACKSON Total:				16.00
Vendor: 12553 - JUNGLE DISK LLC				
JUNGLE DISK LLC	INVODS-50333	02/18/2025	DECEMBER VCC BACKUP	801.11
Vendor 12553 - JUNGLE DISK LLC Total:				801.11
Vendor: 12650 - KAILENE HERNANDEZ				
KAILENE HERNANDEZ	77431097	02/18/2025	REFUND DEPOSIT FOR SOUTH PARK ON 9/15/2024	150.00
KAILENE HERNANDEZ	77431097	02/18/2025	KEY NOT RETURNED	-75.00
Vendor 12650 - KAILENE HERNANDEZ Total:				75.00
Vendor: 12758 - KANSAS FIBER NETWORK LLC				
KANSAS FIBER NETWORK LLC	0004668	02/18/2025	FIBER INTERNET SERVICES	437.50
KANSAS FIBER NETWORK LLC	0004668	02/18/2025	FIBER INTERNET SERVICES	437.50
Vendor 12758 - KANSAS FIBER NETWORK LLC Total:				875.00
Vendor: 10049 - KANSAS HEALTH & ENVIRONMENTAL LABORATORIES				
KANSAS HEALTH & ENVIRON...	70641	02/18/2025	ANALYTICAL SERVICES	1,922.00
Vendor 10049 - KANSAS HEALTH & ENVIRONMENTAL LABORATORIES Total:				1,922.00
Vendor: 2023 - KANSAS MUNICIPAL JUDGES ASSOCIATION				
KANSAS MUNICIPAL JUDGES A...	0004679	02/18/2025	MEMBERSHIP DUES	25.00
Vendor 2023 - KANSAS MUNICIPAL JUDGES ASSOCIATION Total:				25.00
Vendor: 5308 - KANSAS ONE-CALL SYSTEM, INC				
KANSAS ONE-CALL SYSTEM, I...	5010166	02/18/2025	JANUARY LOCATES (113)	150.29
Vendor 5308 - KANSAS ONE-CALL SYSTEM, INC Total:				150.29
Vendor: 1618 - KIWANIS CLUB OF EDWARDSVILLE				
KIWANIS CLUB OF EDWARDSV...	0004675	02/18/2025	MEMBERSHIP DUES	135.00
Vendor 1618 - KIWANIS CLUB OF EDWARDSVILLE Total:				135.00
Vendor: 12835 - LEAF CAPITAL FUNDING LLC				
LEAF CAPITAL FUNDING LLC	17781574	02/18/2025	WATER COOLER LEASE	72.00
Vendor 12835 - LEAF CAPITAL FUNDING LLC Total:				72.00
Vendor: 3030 - LEAGUE OF KANSAS MUNICIPALITIES				
LEAGUE OF KANSAS MUNICIPI...	200014685	02/18/2025	FIRST AMENDMENT WEBINAR	25.00
Vendor 3030 - LEAGUE OF KANSAS MUNICIPALITIES Total:				25.00
Vendor: 6250 - LEXIS NEXIS RISK DATA MANAGEMENT INC				
LEXIS NEXIS RISK DATA MANA...	1100085602	02/18/2025	JANUARY SUBSCRIPTION FEE	389.00
Vendor 6250 - LEXIS NEXIS RISK DATA MANAGEMENT INC Total:				389.00
Vendor: 12266 - LOGAN CONTRACTORS SUPPLY, INC				
LOGAN CONTRACTORS SUPPL...	T48317	02/18/2025	REPAIR HORN ON VID 401	368.60
Vendor 12266 - LOGAN CONTRACTORS SUPPLY, INC Total:				368.60
Vendor: 7604 - M.R.P.P. INC.				
M.R.P.P. INC.	0004680	02/18/2025	ORDINANCE 2584	11.52
M.R.P.P. INC.	0004680	02/18/2025	NOTICE OF PUBLIC HEARING	51.84
M.R.P.P. INC.	0004680	02/18/2025	NOTICE OF PUBLIC HEARING	70.56
M.R.P.P. INC.	0004680	02/18/2025	ORDINANCE 2583	12.96
M.R.P.P. INC.	0004680	02/18/2025	NOTICE TO BIDDERS	25.92
M.R.P.P. INC.	0004680	02/18/2025	NOTICE TO BIDDERS	24.48
M.R.P.P. INC.	0004680	02/18/2025	TIBLOW TRANSIT	11.88
Vendor 7604 - M.R.P.P. INC. Total:				209.16
Vendor: 12800 - MARI BOLEWSKI				
MARI BOLEWSKI	81741070	02/18/2025	REFUND FOR NLBM TRIP	16.00
Vendor 12800 - MARI BOLEWSKI Total:				16.00
Vendor: 12483 - MCGRATH CONSULTING GROUP INC				
MCGRATH CONSULTING GRO...	2150	02/18/2025	Compensation and Benefits Study	390.00
Vendor 12483 - MCGRATH CONSULTING GROUP INC Total:				390.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 6137 - METRO COURIER INC				
METRO COURIER INC	62739	02/18/2025	SAMPLE DELIVERIES	54.44
Vendor 6137 - METRO COURIER INC Total:				54.44
Vendor: 5912 - MID-AMERICA REGIONAL COUNCIL				
MID-AMERICA REGIONAL CO...	G-I-0018993	02/18/2025	PLANNING SUSTAINABLE PLACES PROJECT	20,000.00
MID-AMERICA REGIONAL CO...	G-I-0018993	02/18/2025	PLANNING SUSTAINABLE PLACES PROJECT	2,085.00
Vendor 5912 - MID-AMERICA REGIONAL COUNCIL Total:				22,085.00
Vendor: 6849 - MJV-A LLC				
MJV-A LLC	231618-013125	02/18/2025	JANUARY UNIFORM CLEANING	169.00
Vendor 6849 - MJV-A LLC Total:				169.00
Vendor: 7935 - NANCY L. GOSS				
NANCY L. GOSS	020425	02/18/2025	PW QUARTERLY PES...	125.00
NANCY L. GOSS	020425	02/18/2025	PW QUARTERLY PES...	88.50
Vendor 7935 - NANCY L. GOSS Total:				213.50
Vendor: 12338 - NATHAN BRUNGARDT				
NATHAN BRUNGARDT	0004670	02/18/2025	KRPA CONFERENCE EXPENSE REIMBURSEMENT	161.00
Vendor 12338 - NATHAN BRUNGARDT Total:				161.00
Vendor: 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC				
NATIONAL INSURANCE MARK...	A030447	02/18/2025	FEBRUARY BENEFITS DIRECT INSURANCE	2,098.84
Vendor 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC Total:				2,098.84
Vendor: 3094 - NORRIS EQUIPMENT CO LLC				
NORRIS EQUIPMENT CO LLC	81702	02/18/2025	REPLACEMENT DOZER ARM/FOOT CONTROL	69.46
Vendor 3094 - NORRIS EQUIPMENT CO LLC Total:				69.46
Vendor: 5820 - OLATHE FORD SALES				
OLATHE FORD SALES	248898	02/18/2025	REPAIR DISCONNECTED CAC	404.94
Vendor 5820 - OLATHE FORD SALES Total:				404.94
Vendor: 11124 - OLGA ACEBEDO				
OLGA ACEBEDO	81965712	02/18/2025	REFUND DEPOSIT FOR HONEYBEE ROOM ON 2/4/2025	100.00
Vendor 11124 - OLGA ACEBEDO Total:				100.00
Vendor: 12682 - O'REILLY AUTOMOTIVE INC				
O'REILLY AUTOMOTIVE INC	0264-358301	02/18/2025	ELECTRICAL CONNECTORS FOR SPREADERS	32.97
O'REILLY AUTOMOTIVE INC	0264-362365	02/18/2025	CAR WASH	17.98
O'REILLY AUTOMOTIVE INC	0264-362504	02/18/2025	AIR CHUCK/AIR PLUG	8.07
O'REILLY AUTOMOTIVE INC	0264-362518	02/18/2025	RETURN AIR CHUCK/AIR PLUG	-8.07
O'REILLY AUTOMOTIVE INC	0264-363534	02/18/2025	DEF FOR VID 553	29.97
O'REILLY AUTOMOTIVE INC	0264-364006	02/18/2025	WASHER FLUID/OIL FILTER FOR VID 528	44.53
O'REILLY AUTOMOTIVE INC	0264-364045	02/18/2025	FLOOR DRY	50.79
O'REILLY AUTOMOTIVE INC	0264-364315	02/18/2025	VEHICLE WIRING	23.98
O'REILLY AUTOMOTIVE INC	0264-364867	02/18/2025	OIL/FILTER FOR VID 577	69.22
O'REILLY AUTOMOTIVE INC	0264-365305	02/18/2025	OIL FILTER FOR VID 527	24.79
Vendor 12682 - O'REILLY AUTOMOTIVE INC Total:				294.23
Vendor: 10494 - OZARK KENWORTH INC				
OZARK KENWORTH INC	R00204200010690	02/18/2025	REPAIR SERVICE ON ENGINE 91	1,145.88
OZARK KENWORTH INC	R00204200010690	02/18/2025	Estimated charges for repairs to fire engine	16,740.42
Vendor 10494 - OZARK KENWORTH INC Total:				17,886.30
Vendor: 3393 - PACE ANALYTICAL SERVICES LLC				
PACE ANALYTICAL SERVICES L...	2560221276	02/18/2025	JANUARY WWTP SAMPLES	473.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
PACE ANALYTICAL SERVICES L...	2560221418	02/18/2025	JANUARY WTP SAMPLES	150.00
Vendor 3393 - PACE ANALYTICAL SERVICES LLC Total:				623.00
Vendor: 2955 - PB HOIDALE CO INC				
PB HOIDALE CO INC	INV15511	02/18/2025	JANUARY FUEL TANK INSPECTION	235.00
Vendor 2955 - PB HOIDALE CO INC Total:				235.00
Vendor: 11541 - PEREGRINE CORPORATION				
PEREGRINE CORPORATION	0041099	02/18/2025	JANUARY ROUTE 4 UTILITY BILLS (968/941)	634.92
PEREGRINE CORPORATION	0041279	02/18/2025	JANUARY ROUTE 5 UTILITY BILLS (652/620)	419.68
Vendor 11541 - PEREGRINE CORPORATION Total:				1,054.60
Vendor: 3531 - PERRY AND TRENT LLC				
PERRY AND TRENT LLC	05222	02/18/2025	JANUARY LEGAL SERVICES	196.00
PERRY AND TRENT LLC	05223	02/18/2025	JANUARY PROSECUTOR SERVICES	6,468.00
Vendor 3531 - PERRY AND TRENT LLC Total:				6,664.00
Vendor: 11867 - PI MANAGED SERVICES LLC				
PI MANAGED SERVICES LLC	INV0037818	02/18/2025	REPLACE COMPUTER FOR RYSTROM	425.00
Vendor 11867 - PI MANAGED SERVICES LLC Total:				425.00
Vendor: 6374 - POLYDYNE INC				
POLYDYNE INC	1900001	02/18/2025	CHEMICALS FOR WWTP	2,970.00
Vendor 6374 - POLYDYNE INC Total:				2,970.00
Vendor: 12862 - RACHEL SPUDIC				
RACHEL SPUDIC	79424915	02/18/2025	REFUND DEPOSIT FOR SUNFLOWER ROOM ON 2/8/2025	200.00
RACHEL SPUDIC	79424915	02/18/2025	EXTRA HOUR CHARGE FOR DAY OF EVENT REQUEST	-35.00
Vendor 12862 - RACHEL SPUDIC Total:				165.00
Vendor: 10641 - REDISHRED KANSAS INC				
REDISHRED KANSAS INC	1672714	02/18/2025	SHREDDING SERVICES	64.81
REDISHRED KANSAS INC	1672735	02/18/2025	SHREDDING SERVICES	62.35
Vendor 10641 - REDISHRED KANSAS INC Total:				127.16
Vendor: 11773 - RONALD TILDEN				
RONALD TILDEN	115399	02/18/2025	OIL CHANGE/TIRE ROTATION	116.90
RONALD TILDEN	115410	02/18/2025	OIL CHANGE/TIRE ROTATION/FLAT REPAIR	149.90
RONALD TILDEN	115446	02/18/2025	REPAIR FLAT TIRE ON VID 520	30.00
RONALD TILDEN	115454	02/18/2025	OIL CHANGE/TIRE ROTATION/NEW TIRE ON UNIT 73	182.15
Vendor 11773 - RONALD TILDEN Total:				478.95
Vendor: 10388 - SALTUS TECHNOLOGIES, LLC				
SALTUS TECHNOLOGIES, LLC	2502-20	02/18/2025	2025 MAINTENANCE SERVICE	13,668.00
Vendor 10388 - SALTUS TECHNOLOGIES, LLC Total:				13,668.00
Vendor: 11923 - SANTA FE TOW SERVICE INC				
SANTA FE TOW SERVICE INC	80741	02/18/2025	TWO VID 575	330.00
Vendor 11923 - SANTA FE TOW SERVICE INC Total:				330.00
Vendor: 6010 - SCHUETZ CONSTRUCTION				
SCHUETZ CONSTRUCTION	4792	02/18/2025	REPAIR WATERMAIN AT NECONI & SPRING	2,996.75
Vendor 6010 - SCHUETZ CONSTRUCTION Total:				2,996.75
Vendor: 7934 - SITEONE LANDSCAPE SUPPLY HOLDING,LLC				
SITEONE LANDSCAPE SUPPLY ...	149829571-001	02/18/2025	ICE MELT	161.46
Vendor 7934 - SITEONE LANDSCAPE SUPPLY HOLDING,LLC Total:				161.46

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL INC				
STAPLES CONTRACT & COMM...	6023956599	02/18/2025	5 BOXES OF PAPER	212.45
Vendor 7670 - STAPLES CONTRACT & COMMERCIAL INC Total:				212.45
Vendor: 9824 - STRYKER SALES LLC				
STRYKER SALES LLC	9208417399	02/18/2025	PATIENT SENSORS	651.00
Vendor 9824 - STRYKER SALES LLC Total:				651.00
Vendor: 12729 - SUMNERONE INC				
SUMNERONE INC	4194708	02/18/2025	COPIER RENTAL	225.52
SUMNERONE INC	4194708	02/18/2025	COPIER RENTAL	225.51
Vendor 12729 - SUMNERONE INC Total:				451.03
Vendor: 12314 - TATUM BARTELS				
TATUM BARTELS	0004671	02/18/2025	KRPA CONFERENCE EXPENSE REIMBURSEMENT	317.68
Vendor 12314 - TATUM BARTELS Total:				317.68
Vendor: 5375 - TG TECHNICAL SERVICES				
TG TECHNICAL SERVICES	08217	02/18/2025	QUARTERLY CALIBRATION OF GAS MONITOR AT WTP	205.00
Vendor 5375 - TG TECHNICAL SERVICES Total:				205.00
Vendor: 10854 - THE JATH GROUP INC				
THE JATH GROUP INC	90090	02/18/2025	COMMUNITY CENTER JANITORIAL SERVICES	1,480.00
THE JATH GROUP INC	90091	02/18/2025	PUBLIC WORKS BUILDING OFFICE JANITORIAL SERVICES	296.50
THE JATH GROUP INC	90091	02/18/2025	WASTEWATER DEPARTMENT OFFICE JANITORIAL SERVICES	148.50
THE JATH GROUP INC	90093	02/18/2025	WATER TREATMENT PLANT JANITORIAL SERVICES	1,285.00
THE JATH GROUP INC	94671	02/18/2025	EXTRA CLEANING AT SOUTHPARK ON 2/2/2025	125.00
THE JATH GROUP INC	S-16516	02/18/2025	JANITORIAL SUPPLIES FOR WTP	60.74
THE JATH GROUP INC	S16517	02/18/2025	JANITORIAL SUPPLIES	223.65
THE JATH GROUP INC	S16517	02/18/2025	JANITORIAL SUPPLIES	110.00
THE JATH GROUP INC	S-16518	02/18/2025	JANITORIAL SUPPLIES	264.86
THE JATH GROUP INC	S-16519	02/18/2025	JANITORIAL SUPPLIES FOR PD	65.86
Vendor 10854 - THE JATH GROUP INC Total:				4,060.11
Vendor: 6802 - TOTAL ELECTRIC CONTRACTORS INC				
TOTAL ELECTRIC CONTRACTO...	250045	02/18/2025	REPAIR TRAFFIC LIGHT AT K7 & CANAAN CENTER DR	836.78
Vendor 6802 - TOTAL ELECTRIC CONTRACTORS INC Total:				836.78
Vendor: 12512 - TRUMAN HEARTLAND COMMUNITY FOUNDATION				
TRUMAN HEARTLAND COMM...	0004672	02/18/2025	2025 KCMPRDA MEMBERSHIP DUES	75.00
Vendor 12512 - TRUMAN HEARTLAND COMMUNITY FOUNDATION Total:				75.00
Vendor: 11556 - U.S. BANK EQUIPMENT FINANCE				
U.S. BANK EQUIPMENT FINAN...	547671842	02/18/2025	FD PRINTER LEASE	539.04
Vendor 11556 - U.S. BANK EQUIPMENT FINANCE Total:				539.04
Vendor: 7022 - U.S. POSTAL SERVICE				
U.S. POSTAL SERVICE	0004673	02/18/2025	RESTITUTION - SAVANNAH SCHRODER	50.00
Vendor 7022 - U.S. POSTAL SERVICE Total:				50.00
Vendor: 11546 - UNITED WAY OF GREATER KANSAS CITY				
UNITED WAY OF GREATER KA...	1124	02/18/2025	2024 ONSITE VOLUNTEER EVENT	1,000.00
Vendor 11546 - UNITED WAY OF GREATER KANSAS CITY Total:				1,000.00
Vendor: 3088 - VANCE BROTHERS LLC				
VANCE BROTHERS LLC	IG00159986	02/18/2025	POT HOLE PATCH	868.64
Vendor 3088 - VANCE BROTHERS LLC Total:				868.64

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 1142 - VERMEER GREAT PLAINS INC				
VERMEER GREAT PLAINS INC	P01745	02/18/2025	MISC TOOLS	150.96
Vendor 1142 - VERMEER GREAT PLAINS INC Total:				150.96
Vendor: 8404 - VESTA LEE LUMBER COMPANY				
VESTA LEE LUMBER COMPANY	176595	02/18/2025	POSTS FOR MEMORIAL TREE PLAQUES	15.00
Vendor 8404 - VESTA LEE LUMBER COMPANY Total:				15.00
Vendor: 2043 - WEIS FIRE & SAFETY EQUIPMENT				
WEIS FIRE & SAFETY EQUIPM...	196219	02/18/2025	RESCUE EQUIPMENT	215.60
WEIS FIRE & SAFETY EQUIPM...	196220	02/18/2025	RESCUE EQUIPMENT	139.17
Vendor 2043 - WEIS FIRE & SAFETY EQUIPMENT Total:				354.77
Vendor: 1321 - WESTLAKE HARDWARE				
WESTLAKE HARDWARE	14007314	02/18/2025	LED HEADLAMP	26.99
WESTLAKE HARDWARE	14007315	02/18/2025	MISC HARDWARE	31.48
WESTLAKE HARDWARE	14007340	02/18/2025	PIPE WRENCH	39.99
WESTLAKE HARDWARE	14007345	02/18/2025	MISC HARDWARE	5.20
WESTLAKE HARDWARE	14007360	02/18/2025	MISC TOOLS	73.57
WESTLAKE HARDWARE	14007371	02/18/2025	WIRING	34.98
WESTLAKE HARDWARE	14007392	02/18/2025	SNOW SHOVEL	17.99
WESTLAKE HARDWARE	14007402	02/18/2025	DRAFT BLOCKERS FOR DOOR/LIGHT BULBS	40.97
Vendor 1321 - WESTLAKE HARDWARE Total:				271.17
Vendor: 10586 - WICHITA STATE UNIVERSITY				
WICHITA STATE UNIVERSITY	620527	02/18/2025	2025 KSGFOA MEMBERSHIP DUES	75.00
Vendor 10586 - WICHITA STATE UNIVERSITY Total:				75.00
Grand Total:				211,708.91

Memorandum

Date: February 24, 2025
To: Mayor and City Council
From: Christina Brake

Subject: Massage Therapy Business Establishment and Massage Therapist Licenses for Jody Schneweis at Massage by Jody

Recommendation: Staff recommends approval.

Action: Make a motion to approve issuance of a Massage Therapy Business Establishment License and a Massage Therapist License for Jody Schneweis at Massage by Jody

Background: Jody Schneweis with Massage by Jody submitted applications and paid the fees for new Massage Therapy Business Establishment and Massage Therapist licenses. If approved, she will operate out of Pure Movement Integrated Health's office at 13100 Kansas Avenue. Staff did not include a copy of the application due to the confidential information it contains.

Discussion:

Financial Impact:

Memorandum

Date: February 24, 2025
To: Mayor and City Council
From: Billy Naff

Subject: Addition of a Part-Time Animal Control Kennel Attendant Position Within the Police Department

Recommendation: The Chief of Police recommends approval of this position

Action: Make a motion to authorize the police department to add a part-time animal control employee to the organization.

Background: The City of Bonner Springs currently employs one full-time animal control officer (ACO) to provide domestic animal-related services within the community. Currently, the sole ACO is responsible for responding to all calls for service, investigating incidents of animal cruelty/abuse, enforcing animal control related ordinances, maintaining a physical shelter and care for animals within the cities' custody, and transferring those animals to appropriate partners for future placements (these are just a few of the large list of duties our ACO provides).

Discussion: In 2024, the department underwent a Center for Public Safety Management (CPSM) study of department operations and Animal Control services were among those services which were evaluated. Under current practices, in the event the ACO is unavailable, the roles and responsibilities fall to on-duty patrol officers. This is something the CPSM study cited we should get away from, and subsequently they found a need to add at least a part-time additional support member for the ACO.

The department, having undergone this study, has restructured the department a bit to open up an opportunity to provide for and fund this position at this time. This position would work a maximum of 20 hours per week.

Financial Impact: Salary savings from the reorganization of the department will be used to fund this position.

Part-Time Animal Control Officer

Department/Division: Public Safety/Police

FLSA Status: Non-Exempt

Pay Grade:

PART-TIME/ Flexible Schedule

General Definition of Work

Performs intermediate technical work impounding and containing stray or nuisance domestic and wild animals; and enforcing all City ordinances related to animal control and order among the City's domestic animal population. Work is performed under the moderate supervision of a Sergeant.

Qualification Requirements

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

Essential Functions

Handle cats and/or dogs and occasional other animals of all sizes, ages, temperaments and needs safely and appropriately

Follow and maintain knowledge of organization cleaning, sanitation, and disease prevention protocols to provide a safe, clean environment for all

Provide all animals with appropriate housing, food, water, bedding, toys and other mental stimulation and enrichment, social interaction with humans and, where appropriate, members of own species

Maintain excellent knowledge of all shelter standard medical procedures, vaccines, preventatives, and common diseases and their symptoms, transmission, prevention

Monitor physical and behavioral health of animals and rapidly identify any health issues and report to staff or supervisor

Maintains complete records on all animals impounded, returned to owners, transferred to shelter partners, and euthanized.

Transports adoptable animals not claimed by an owner to shelter partners.

Keeps updated records of the number of animals impounded, returned, transferred, and euthanized.

Maintains website page answering questions and writing comments; updates with pictures and current information regarding all animals impounded.

Assists other staff with various tasks such as answering phones, retrieving equipment, materials, and supplies; helps with various activities related to public events.

Maintains a working relationship with veterinarian partners and Bonner Animal Rescue.

Performs other duties and activities as assigned.

Knowledge, Skills and Abilities

Working knowledge of mathematics; strong technical aptitude; excellent public relations, organizational, verbal, and written communication skills; ability to work with animals; ability and willingness to learn about animal control methods; ability to learn the proper and safe operation of department vehicles, and other animal capture equipment; ability to establish successful working relationships with entities, employees, City officials, businesses, and the public; ability to use good professional judgment, honesty, and integrity in decision making; ability to understand and anticipate problems, and to interpret written instructions, maps, manuals, and reports; ability to be self-directed and self-motivated in performance of required duties, and proactive in keeping informed of new techniques, policies and procedures

Part-Time Animal Control Officer

related to job requirements; ability to demonstrate leadership, management, and technical skills through effective collaboration, team resources, progressive decision making, and personal responsibility; ability to be committed to the mission, vision, and strategic direction of the City of Bonner Springs; ability to obey and comply with all City ordinances and policies.

Education and Experience

High school diploma or GED, or equivalent combination of education and experience.

Physical Requirements

This work requires the frequent exertion of up to 50 pounds of force and occasional exertion of over 100 pounds of force; work regularly requires speaking or hearing and using hands to finger, handle or feel, frequently requires walking, sitting, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling and lifting and occasionally requires standing, climbing or balancing, tasting or smelling and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires wet, humid conditions (non-weather), working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals and exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

Special Requirements

Complete animal behavior and handling training within 3 months of employment.
Complete Fear Free Shelter Certification within 3 months of employment.
Valid driver's license.

Memorandum

Date: February 24, 2025
To: Mayor and City Council
From: Amber Vogan

Subject: Ordinance to Amend the Pay Plan

Recommendation: The Interim City Manager recommends approval

Action: Make a motion to adopt an ordinance amending the pay plan.

Background:

Discussion: Changes include adding a Level 1 Pay Grade for the new part-time Animal Control Attendant, and bumping the Systems/Network Administrator to Level 65 based on McGrath's review of the job description.

Financial Impact: There is no financial impact to adopting this ordinance. The financial impact of adding the part-time Animal Control Attendant position was discussed in the previous item. The financial impact of bumping the Systems/Network Administrator to Level 65 equates to an increase of approximately \$11,000 to the Control Point of the pay grade. Since we haven't hired the position yet this year, the savings from not filling the position yet will cover the increase.

**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 is 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 attached hereto.

Section III: This ordinance shall be in full force and effect on March 1, 2025, after passage and publication in the official city newspaper.

Approved by the Governing Body and signed by the Mayor on this 24th day of February, 2025

Thomas A. Stephens, Mayor

Attest:

Christina Brake, City Clerk

(Seal)

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

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

Pay Grade	Job Title	Department	2025 SALARY RANGE		
			Minimum	Control Point	Maximum
1			\$15.67	\$17.24	\$18.80
			\$32,593.60	\$35,859.20	\$39,104.00
	Animal Control Attendant I	Police			
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

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

	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			
	Investigative Services Assistant	Police			
	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
	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

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

	Plant Operator VIII Systems/Network Administrator	Public Works City Manager			
70			\$40.13	\$46.15	\$54.18
			\$83,470.40	\$95,992.00	\$112,694.40
	City Clerk Economic Development Manager	Municipal Court/City Clerk 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 Police Captain Utility Operations Superintendent Utility Maintenance Superintendent	Fire Police Public Works Public Works			
85			\$51.72	\$59.48	\$69.82
			\$107,577.60	\$123,718.40	\$145,225.60
	Deputy Fire Chief Police Major Deputy Public Works Director Utilities Manager (Grandfathered)	Fire Police Public Works Public Works			
90			\$56.90	\$65.43	\$76.83
			\$118,352.00	\$136,094.40	\$159,806.40
	Assistant City Manager Community Development Director Finance Director	City Manager Community Development Finance			
95			\$59.74	\$68.70	\$80.65
			\$124,259.20	\$142,896.00	\$167,752.00
	Fire Chief Police Chief Public Works Director	Fire Police 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

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

55	Detective	Police	\$69,118.40 \$31.65	\$79,476.80 \$36.39	\$93,329.60 \$42.73
65	Police Sergeant	Police	\$78,374.40 \$35.89	\$90,126.40 \$41.27	\$105,788.80 \$48.44

****Police Annual Divisor is 2,184 hours**

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

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: February 24, 2025
To: Mayor and City Council
From: Billy Naff

Subject: Ordinance to Establish Regulations Concerning Excessive Noise

Recommendation: The Chief of Police recommends approval.

Action: Make a motion to adopt An Ordinance Amending the Code of the City of Bonner Springs, Kansas Chapter XII. Public Offenses, Article 2. Local Provisions, to Establish Regulations Concerning Excessive Noise.

Background: On February 10th, 2025, Chief of Police Billy Naff, conducted a workshop with the City Council regarding the institution of a noise ordinance for the community. The result of that workshop was the direction to move forward with the draft ordinance presented at that time. That draft ordinance is included for council approval.

Discussion: The goal of this ordinance is to address nuisance noise complaints occurring within the community. The nuisance noise could be defined as: Excessive, unnecessary, unusual, disturbing, or loud noise that creates a nuisance or injures, annoys, disturbs, or endangers the comfort, health, peace, or safety of others, or interferes with the use of enjoyment of property of any other person.

The only difference between this final ordinance and the draft presented at the workshop is the modification of exception 5 from "Noise caused by operators and employees of any refuse company provided, such noise is generated during the normal operation of said business at any time of day" to "Noise caused by operators and employees of any licensed business provided, such noise is generated during the normal operation of said business at any time of day". This modification would ensure 24-hour licensed businesses operating within their permitted use are not negatively affected by the ordinance.

Financial Impact: None

ORDINANCE NO. ____

An Ordinance Amending the Code of the City of Bonner Springs, Kansas Chapter XII. Public Offenses, Article 2. Local Provisions, To Establish Regulations Concerning Excessive Noise.

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

SECTION I: Chapter XII. Public Offenses, Article 2. Local Provisions, Section 12-217 shall be read:

(a) It is unlawful for any person to make or allow to be made within the city limits of the City of Bonner Springs, Kansas, any excessive, unnecessary, unusual, disturbing, or loud noise which creates a nuisance or injures, annoys, disturbs, or endangers the comfort, health, peace, or safety of others, or interferes with the use or enjoyment of property of any other person, unless the making of such noise is necessary for the protection and preservation of property or the health and safety of individuals in the City. Noise Nuisances. The following acts, among others, are declared to be noise nuisances:

(1) The playing, or the permitting of playing, any radio, television, stereo, loud speaker, drum, juke box, auto stereo, musical instrument, sound system, sound amplifier of any kind, or device which produces or amplifies sound, when done in such a manner or with such volume or with continued duration so as to annoy, distress, or disturb the quiet comfort of persons or the peaceful enjoyment of property within the vicinity. The operation of the same between the hours of 11 p.m. and 7 a.m. so as to be plainly audible at a distance of fifty (50) feet from the building, structure or vehicle where it is played, shall be prima facie evidence of a violation of this section. A permit for the use of a loudspeaker or sound amplifier may be procured from the city clerk after approval by the city council.

(2) The use of any motor vehicle, of any kind, so out of repair, or in such manner to create loud or unnecessary noise which may annoy, distress, or disturb the quiet comfort and peaceful enjoyment of any person(s) within the vicinity.

(3) The construction, excavation, demolition, alteration, or repair work of any building or property by use of any power tools or power equipment used in the construction, excavation, drilling, demolition, alteration, or repair work other than between the hours of 7 a.m. and 9 p.m.

(4) Any loud, excessive, unnecessary, unusual, disturbing or distressing noises, which, when produced, may be clearly heard from a distance of fifty (50) feet or more. The measurement standard shall be the normal auditory senses of a reasonable person, without concern as to whether words or phrases are actually discernible.

(b). Exceptions. The following activities, provided that they are conducted as a normal function of a permitted use, and the equipment is maintained in proper working order, are excepted from the provisions of this article:

- (1) Lawn maintenance between the hours of 7 a.m. and 9 p.m.
- (2) Repair of personal use vehicles between the hours of 7 a.m. and 9 p.m.
- (3) Temporary stand-by power generators at any time of day
- (4) Noise caused by operators of the City of Bonner Springs utilities and City maintenance employees at any time of day
- (5) Noise caused by operators and employees of any licensed business provided, such noise is generated during the normal operation of said business at any time of day
- (6) Emergency vehicles or sirens and emergency work by City employees at any time of day;
- (7) Alarm systems

- (8) Events and performances presented by a licensed entertainment venue
- (9) Events and performances presented at an appropriately zoned business
- (10) Special events and functions cleared by the City Council.

(c). Enforcement. The law enforcement officers of the City of Bonner Springs, shall have the power to enforce the provisions of this article.

(d). Violation of this section shall be a Class C violation.

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

Approved by the Governing Body and signed by the Mayor on this ____ day of ____, 2025.

ATTEST:

Thomas A. Stephens, Mayor

Christina Brake, CMC, City Clerk
(SEAL)

City Manager's Update

Date: February 21, 2025

To: Mayor and City Council

GENERAL:

- Deputy Public Works Director Matt Beets was promoted to Public Works Director. After reviewing several applications and conducting interviews with the top candidates, the interview panel unanimously recommended Matt for the position. Matt's experience with supervision, water and wastewater utilities, parks, and public works operations along with his 19 years of institutional knowledge, including 6 years as our Deputy Public Works Director, made him the ideal candidate for the position.

LIBRARY:

- **Legislative Coffee at the Bonner Springs Library**
Saturday, March 8 at 10:00 a.m.
The League of Women Voters, the Bonner Springs NAACP, and the Bonner Springs Library are partnering on this annual event. All State legislators representing Wyandotte County have been invited. https://www.lwvjoco.org/content.aspx?page_id=4091&club_id=768754&item_id=2455613
- There are several events coming up at the Bonner Springs Library. Visit the library's website [HERE](#) for more details.

POLICE DEPARTMENT:

- The department received the Tahoe and is coordinating upfitting efforts.
- Staff met with Chamber Board Members to discuss moving the Tiblow Days car show back downtown.
- Jeff Weissman started in the Investigative Assistant position for the police department and is already making an impact operationally.
- The department is participating in a program with KCKPD to provide our detectives with valuable on-the-job training experience. The program is a three- to four-week program where our detectives will work alongside KCKPD violent crime detectives and learn how they investigate, interview, and address violent crime issues.

RECREATION DEPARTMENT:

- We're hiring summer staff! From lifeguards to camp counselors, Parks & Recreation has a summer position for you! www.bonnersprings.org/jobs
- Hunt for the Blarney Stone starts in March
- Soccer practices start in March
- Registration for New Dinner Theater: Rumors is 2/26 for the showing on 3/26
- Spring Break Camp is March 17-21

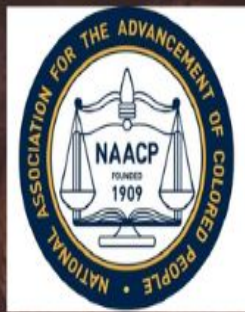
PUBLIC WORKS DEPARTMENT:

- The Public Works Department has been primarily focused on managing the challenges posed by recent cold temperatures and snowy weather. Despite these conditions, our team has continued to provide essential services and maintain city infrastructure.

- Over the past two weeks, we have experienced three significant storm events, resulting in a total accumulation of 18 inches of snow and some ice. In response, our department has:
 - Utilized approximately 320 tons of salt and 9,000 gallons of brine for road treatment
 - Conducted around-the-clock snow-plowing operations for a total of six days
 - Prepared equipment and supplies for ongoing and future snow events
 - Responded to numerous calls for downed or damaged signs, primarily due to unreported vehicle accidents
- As temperatures begin to rise, our focus will shift to pothole patching and addressing breaks in old street patches.
- Despite weather-related challenges, our team has managed to undertake additional projects:
 - Ongoing painting of several rooms at the Community Center
 - Continued support for contractor work, despite temporary halts in some field operations
- Water Services
 - Our Water Staff has been diligently working to ensure uninterrupted service.
 - Responded to over 15 frozen meter calls
 - Continued collaboration with Right-of-Way contractors, including utility locating services
 - Maintained water plant operations, consistently producing water at the 150-hardness goal
 - We are awaiting a replacement monitor component for the Lake of the Forest booster station, which is expected to arrive and be installed within the next few weeks. This will allow us to activate this area of the system.

IN PARTNERSHIP WITH THE
LEAGUE OF WOMEN VOTERS & NAACP

LEGISLATIVE COFFEE



Saturday
March 8th, 2025
at 10:00 AM

All state Senators and
Representatives from
Wyandotte County
have been invited!



Fire Department Report

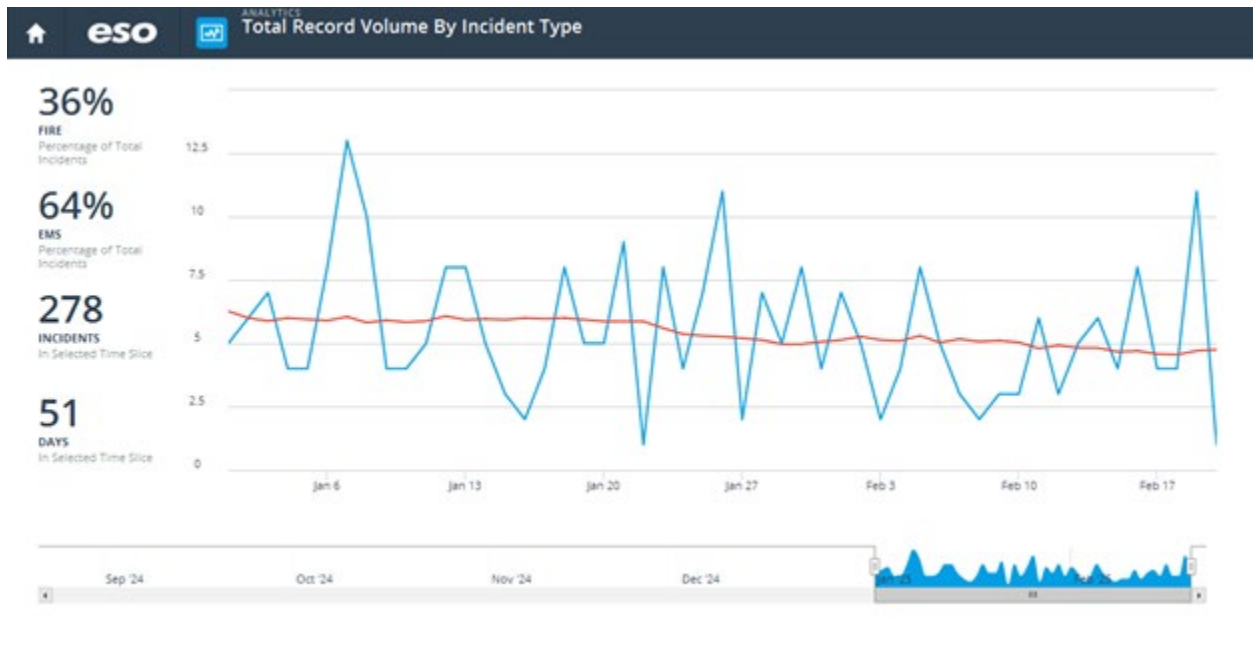
As you can see, the graphs will look a little different using the new RMS we started in January. With your help, we will explore what data, graphs, and information are important to you and the council.



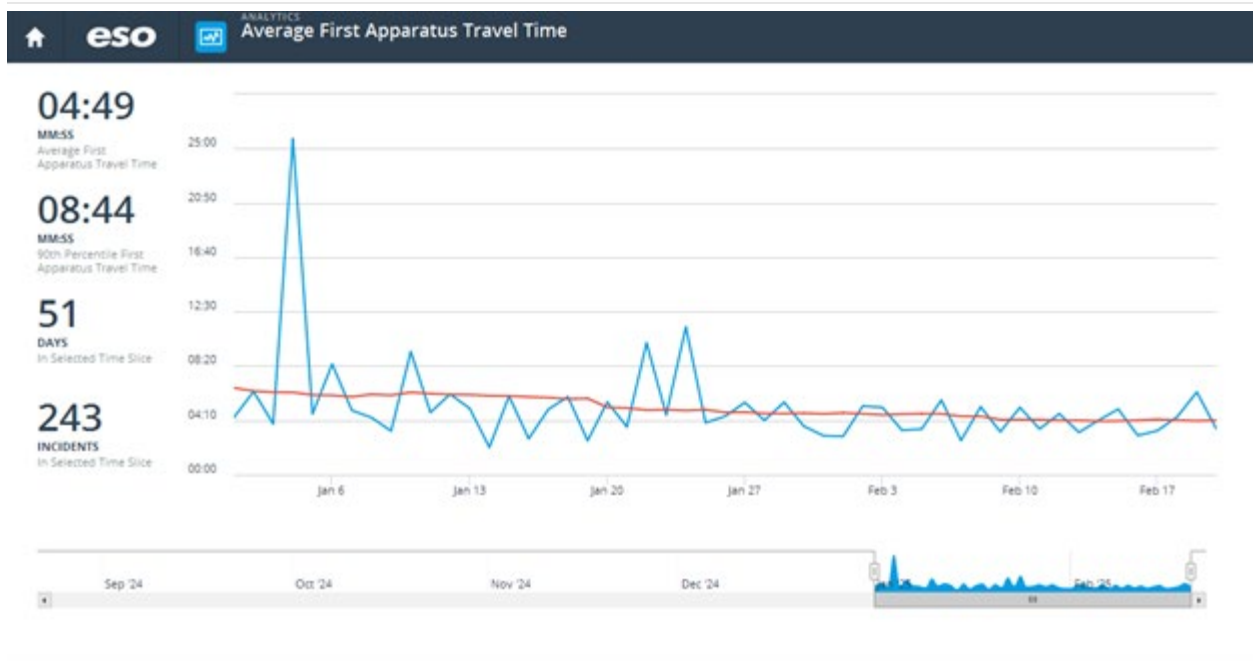
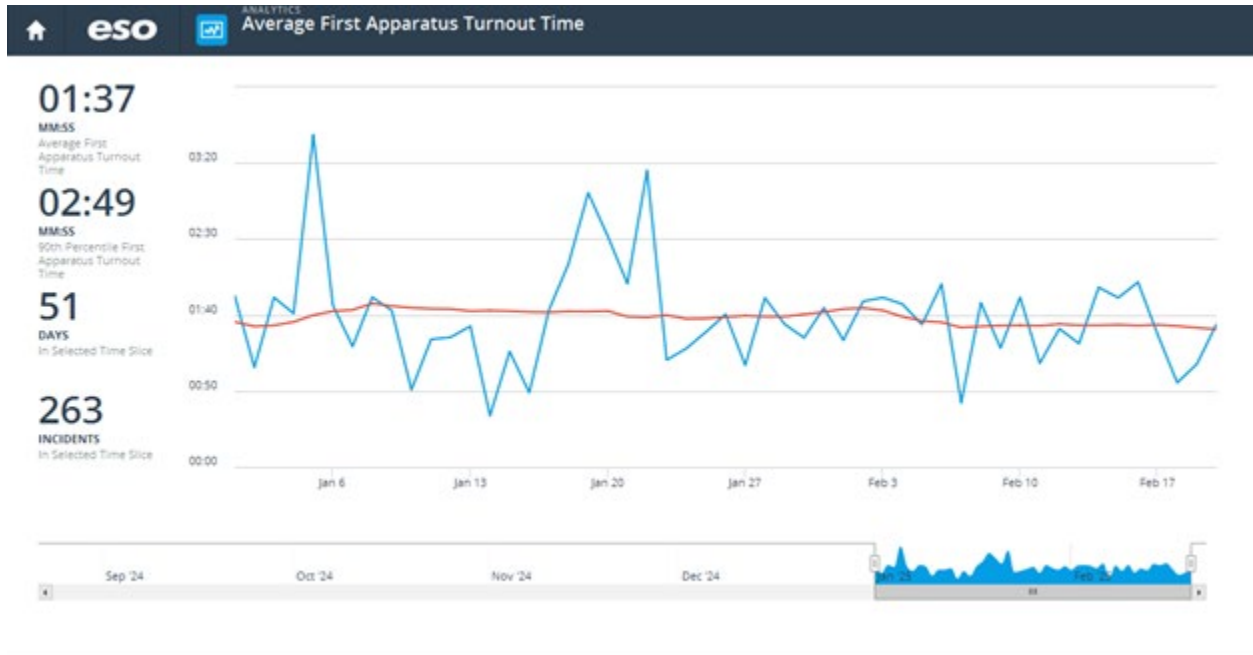
Significant calls include a couple of automatic aid house fires: one with us helping LVCO District 2, one with us helping KCKFD north of the

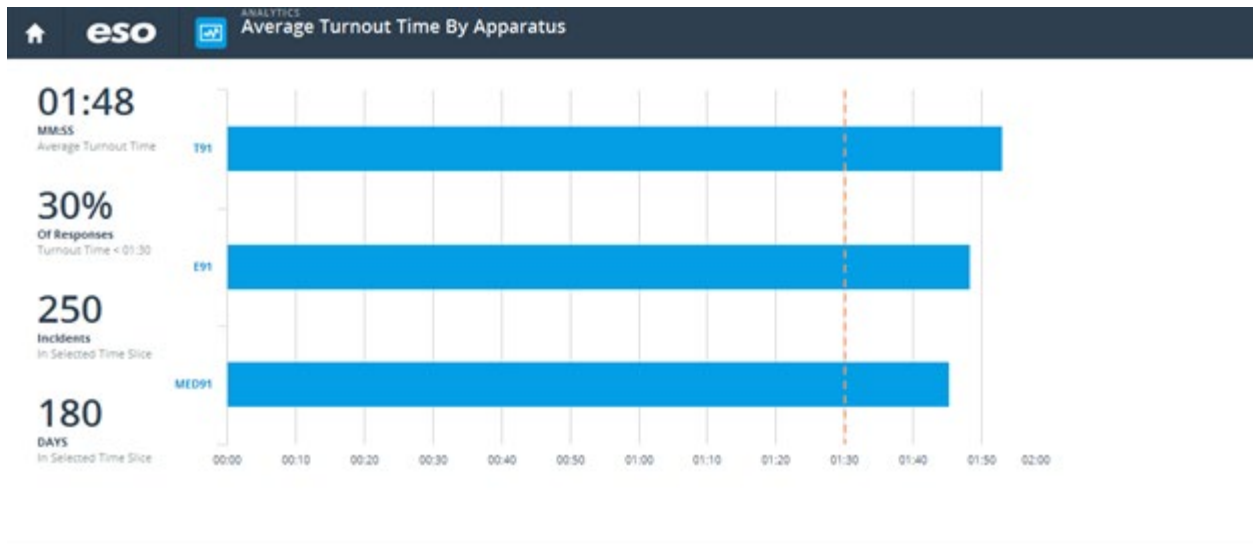
Legends, one house fire with us receiving assistance from EFD and KCKFD, and yesterday (02/19/25), us assisting EFD on a well-involved fire at a commercial building.





Incidents By Type									
Week Ending	1/5/25	1/12/25	1/19/25	1/26/25	2/2/25	2/9/25	2/16/25	2/23/25	Total
(32) Emergency medical service (EMS) incident	17	30	22	32	23	19	20	14	177
(55) Public service assistance	4	10	4	5	7	4	5	2	41
(61) Dispatched and canceled en route	2	6	3	4	2	1	4	1	23
(11) Structure Fire			1	2	1		1	1	6
(41) Combustible/flammable spills & leaks			1		3	1	1		6
(74) Unintentional system/detector operation (no fire)		1	3			1			5
(62) Wrong location, no emergency found	1	1	1		1				4
(67) HazMat release investigation w/no HazMat		1		1	1				3
(13) Mobile property (vehicle) fire		1		1					2
(60) Good intent call, other		1					1		2
(65) Steam, other gas mistaken for smoke						1	1		2
(73) System or detector malfunction	1						1		2
(42) Chemical release, reaction, or toxic condition							1		1
(44) Electrical wiring/equipment problem		1							1
(53) Smoke, odor problem								1	1
(70) False alarm and false call, other	1								1
NULL								1	1
Total	26	52	35	45	38	27	35	20	278





COMPLETED PLANNING PROJECTS - 2025																	
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
JANUARY PLANNING COMMISSION - FEBRUARY GOVERNING BODY																	
ECP-01-25	January 3, 2025	The 120 on Oak	120 Oak St	Earth Change Permit	SR	APPROVED							Cohorst Enterprises Inc.	CC	NA	1	
BZA-08-24	November 20, 2024	Matt Riddell	705 W. Morse	Variance - setback	BZA	APPROVED	January 21, 2025	APPROVED					Matt Riddell	GR		1	0.1504 +/-
BSZO-04-24	October 16, 2024	Entertainment District Zoning	City Wide	UDO Amendment	PC/CC	APPROVED			January 21, 2025	APPROVED	January 13, 2025	APPROVED	Staff	NA	NA	NA	NA
SUP-04-24	November 19, 2024	Daniel Earhart	23920 W. 43rd St	Special Use Permit	PC/CC	APPROVED			January 21, 2025	APPROVED	February 10, 2025	APPROVED	Daniel Earhart	LI	NA	1	6.03+/-
BSRZ-05-24	November 19, 2024	Vance Tran	13040 Cannan Drive	Rezoning	PC/CC	Withdrawn by applicant			January 21, 2025	APPROVED	February 10, 2025	PENDING	Vance Tran	GC	HC	4	.8669 +/-
FEBRUARY PLANNING COMMISSION - MARCH GOVERNING BODY																	

PENDING PLANNING PROJECTS

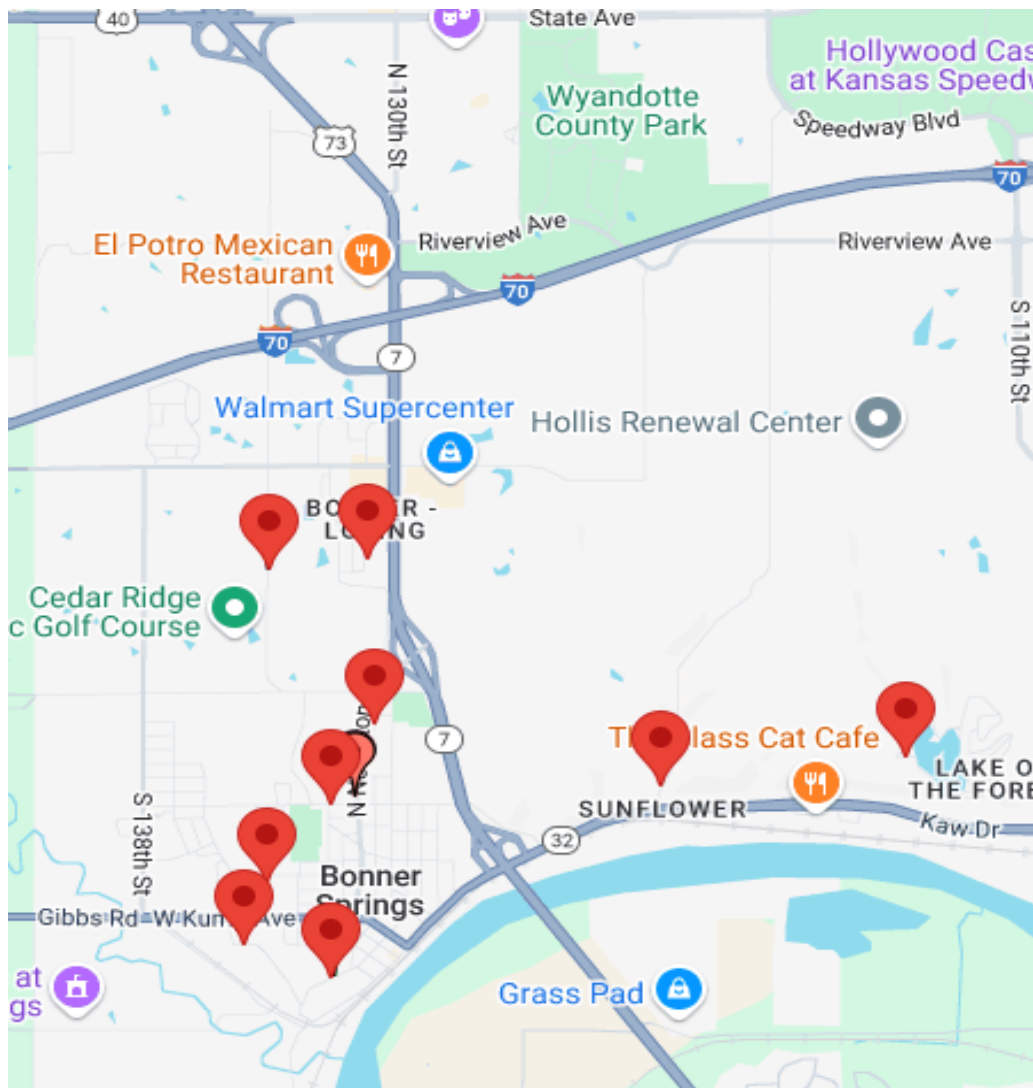
Case No.	Application Date	Project Name	Address	Project Type	Review Process(es)	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
Pending Planning Projects List - 2023-2024																	
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+/-
BSCP-02-24	June 7, 2024	Comp Plan Change	720 N. 118th St	Comp Plan Change	PC/CC	PENDING			July 16, 2024	APPROVED	September 9, 2024	PENDING	EMAP KC, LLC (Mattel Adventure Park)	INDUSTRIAL	MC (MIXED COMMERCIAL)	1	79 +/-
LS-01-24	February 14, 2024	Loun Property	13230 Riverview Ave	Minor Plat	SR	PENDING							Phillip Loun	RR	NA	1	9.86+/-
2025 PENDING PLANNING PROJECTS																	
FEBRUARY PLANNING COMMISSION - MARCH GOVERNING BODY																	
RP-01-25	January 10, 2025	Replat - Willard's Way	1715-1725 S. 138th Street	Repat	PC/CC	PENDING			February 18, 2025	PENDING	March 10, 2025	PENDING	Wensheng Wang	GR	NA	3	.563 +/-
BZA-01-25	January 14, 2025	Variance Request	526 Lake Forest Drive	Setback Variance	BZA	Withdrawn by applicant	February 18, 2025	PENDING					Bill Giles on behalf of Owners	GR	NA	4	.306 +/-
SUP-01-25	January 15, 2025	APAC Bonner Quarry	1800 S. 122nd Street	SUP Renewal	PC/CC	PENDING			February 18, 2025	PENDING	March 10, 2025	PENDING	APAC	HI	NA	1	750 +/-
FDP-01-25	February 13, 2025	Eldon Hix	11939 Kaw Drive	Floodplain Development Permit	SR	APPROVED							Eldon Hix	HI	NA	1	5 +/-
MARCH PLANNING COMMISSION - APRIL GOVERNING BODY																	
BSRZ-04-24	October 29, 2024	Mattel Adventure Park	720 N. 118th St	Rezoning	PC/CC	PENDING			January 21, 2025	PENDING	January 13, 2025	PENDING	EMAP KC, LLC	LI	ENT	1	79.8 +/-

REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 2/3/2025 THRU 2/16/2025

STATUS: OPENED, COMPLETED

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION.....	0
COMMERCIAL REMODEL.....	0
COMMERCIAL ROOF.....	0
DECK.....	0
DRIVEWAY.....	0
DEMOLITION.....	0
ELECTRICAL.....	0
FENCE.....	0
FIREWORKS.....	0
GENERAL INSPECTION.....	0
MECHANICAL.....	0
OPEN FLAME.....	0
PLUMBING.....	6
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.....	6
RIGHT OF WAY.....	0
SIGN.....	0
TENT.....	0
UTILITIES OFF.....	0
=====	
TOTAL NEW PERMITS.....	12
TOTAL ACTIVE PERMITS.....	75



CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

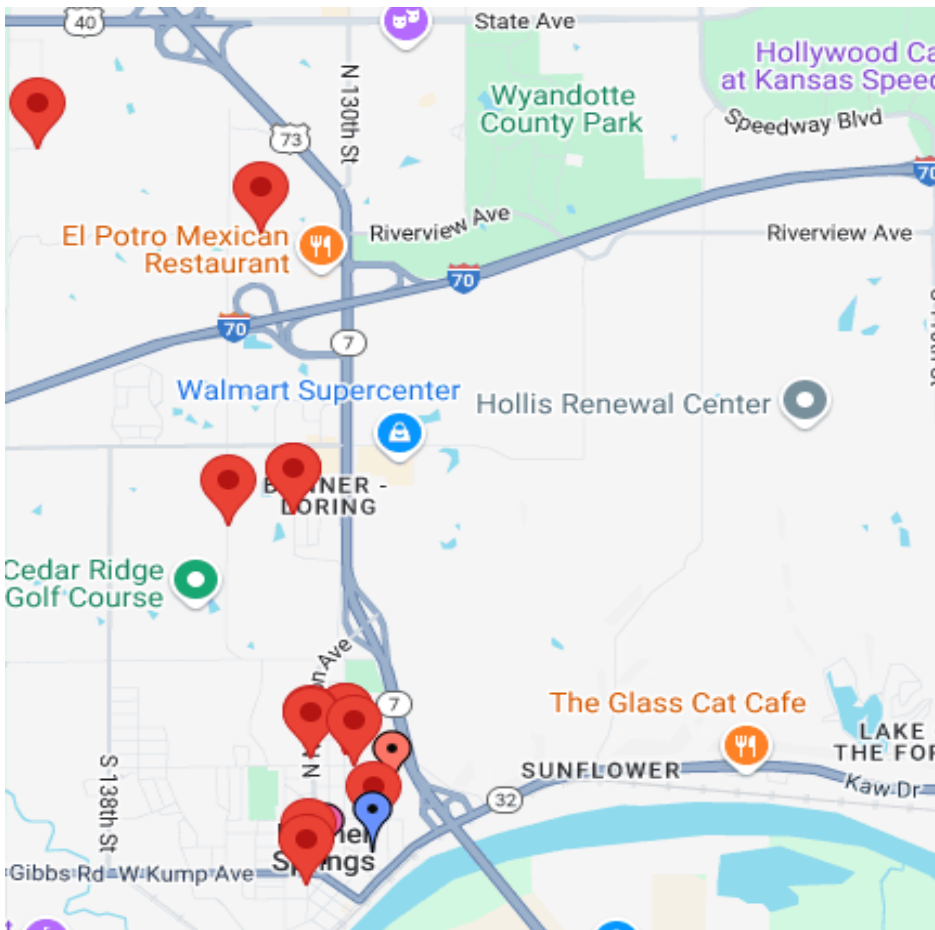
INCIDENT CODE: *-All

USER: mstites

DATES: 2/3/2025 THRU 2/16/2025

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH.....	0.....	32.....	9
GENERAL.....	9.....	190.....	18
INOPERABLE/UNLICENSED/ON-GRASS.....	4.....	411.....	102
OUTSIDE STORAGE.....	1.....	320.....	78
PERMIT CHECK.....	2.....	523.....	0
PROPERTY MAINTENANCE.....	3.....	204.....	70
SIGNS.....	5.....	623.....	0
SNOW & ICE.....	0.....	11.....	0
TALL GRASS/WEEDS.....	0.....	440.....	0
=====			
TOTALS.....	24.....	2754.....	218

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



Memorandum

Date: February 24, 2025
To: Mayor and City Council
From:

Subject: Mayor's Report

Recommendation:

Action:

Background:

Discussion:

Financial Impact:

Bonner Springs Mayor's Report

Date: February 24, 2025

To: City Council

General

- Attended, along with several staff members, via Zoom, a Webinar on Meeting Disruptions on 2/11. The information presented, I believe, dictates that we need to relook at our current rules of decorum that we try to follow at our council meetings.

Boards

- Attended the monthly MARC meeting via Zoom on 1/28.
- Attended the Council of Mayors meeting on 2/12. A scary presentation was given on the preparations for the World Cup 2026.
- Attended the Library Board meeting on 2/13.

Events

- Attended the WYEDC Annual Meeting on 1/29. The event was held at the Y lofts that was a YMCA in its previous life and was converted into senior housing.
- Attended the Monthly Chamber luncheon on 2/6.
- Attended the AT&T ribbon cutting on 2/13.