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CITY OF DERBY

Our Mission is to create vibrant neighborhoods, nurture a strong business community, and preserve beautiful green spaces.

**MEETING OF THE CITY COUNCIL
REGULAR MEETING
Tuesday, February 7, 2012
6:30 PM**

ORDER OF BUSINESS

CALL MEETING TO ORDER

FLAG SALUTE:

INVOCATION: Pastor Jon Shellenberger, Derby Church of the Nazarene

ROLL CALL

CONSIDERATION OF MINUTES: Regular Meeting January 24, 2012

PUBLIC FORUM

NEW BUSINESS

- A. Resolution Authorizing the Sale of General Obligation Bonds.**
Presented by Jean Epperson, Director of Finance/City Clerk

RECOMMENDED ACTION: Approve a resolution authorizing the sale of General Obligation Bond Series 2012-A of the City of Derby.

- B. Property, Liability and Workers Comp Insurance Procurement.**
Presented by Jean Epperson, Director of Finance/City Clerk

RECOMMENDED ACTION: Authorize the City Manager to execute a contract with the Insurance Center and Travelers Insurance for the period beginning January 1, 2012 and ending December 31, 2012 and to renew the

contract for 2013 if renewal premiums are within industry standards.

- C. Construction of Nelson Drive Water Line.** Presented by Dan Squires, City Engineer

RECOMMENDED ACTION: Authorize the City Manager to enter into a contract with Dondlinger & Sons for \$493,316 to construct a 16-inch water line along Nelson Drive from Meadowlark Boulevard to the existing water metering facility on Patriot Avenue.

- D. Reconstruction of Meadowlark Boulevard.** Presented by Dan Squires, City Engineer

RECOMMENDED ACTION: Authorize the City Manager to enter into a contract with Cornejo & Sons, Inc. for \$2,650,566.25 to reconstruct Meadowlark Boulevard from Rock Road to the east city limit.

- E. Agreement with Sedgwick County for Emergency Medical Services.** Presented by Brad Smith, Fire Chief

RECOMMENDED ACTION: Authorize the Mayor to sign the agreement with Sedgwick County.

- F. Update Council Priorities.** Presented by Kathy Sexton, City Manager

RECOMMENDED ACTION: Approve the Council's updated list of priorities.

CONSENT AGENDA

CONSENT AGENDA. Presented by Kathy Sexton, City Manager

- HOME Rehabilitation Grant Bids.
- Purchase of 10 Tasers with warranties and accessories.
- Purchase of three Mobile Video Recorders.
- Phase 9 Bike Path KDOT Agreement.
- Madison Avenue Reconstruction KDOT Agreement.

RECOMMENDED ACTION: Approve Consent Agenda as presented.

ADJOURNMENT

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council
From: Jean Epperson, Director of Finance/City Clerk
Subject: Resolution Authorizing the Sale of General Obligation Bonds

Agenda Date: February 7, 2012

Guests: Joe Norton, Gilmore & Bell, P.C.
Charley Young, The Public Finance Group, Inc.

Background:

- The proposed action, which is the authorization to market bonds, is the final step before actual approval of the sale of general obligation bonds.
- The City of Derby's Debt Management Policy calls for periodic reviews of all outstanding debt. The City's financial advisor, Greg Vahrenberg with Piper Jaffray & Co., identified six series of bonds that the issuance of refunding bonds could achieve substantial interest savings.
- Due to the volatile nature of the municipal bond market, it is recommended that the refunding bonds be sold on a negotiated basis to gain flexibility in securing rates advantageous to the City.
- The sale process would involve the following steps:
 - Ø A Request for Proposals (RFP) will be distributed to underwriters by Piper Jaffray.
 - Ø Responses to the RFP will be evaluated by a team of the City's financial advisors, bond counsel, finance director and city manager. The underwriter selected will enter into a Bond Purchase Agreement executed by the Mayor as authorized in this resolution.
 - Ø The final interest rates will be known when the bond ordinance and resolution is presented to the City Council, most likely at its February 28th meeting.
- All six series of bonds identified for refunding are assessment bonds or originally financed city-at-large street projects.

Financial/Sustainability Considerations:

- Preliminary analysis of the refunding of the six bonds indicates potential interest savings of approximately \$300,000. The final savings may be more or less, depending on the interest rate environment.
- The refunding bonds are to be structured such that the final maturities of the bonds will not be extended.

Legal Considerations:

- The bonds would be issued pursuant to and in full compliance with the Constitution and statutes of the State of Kansas. Local resolutions, ordinances and policies have been adhered to.

Policy Considerations:

- The resolution contains parameters providing for the refunding in compliance with Section 12 of the City of Derby's Debt Management Policy (Resolution 38-2009).
- As a general rule, the present value savings of a refunding shall exceed 3% of the refunding maturities, and this parameter is included in Sections 1 and 5 of the resolution.

Recommend a Motion to:

- Approve a resolution authorizing the sale of General Obligation Bond Series 2012-A of the City of Derby.

RESOLUTION NO. ___-2012

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2012-A, OF THE CITY OF DERBY, KANSAS.

WHEREAS, the City of Derby, Kansas (the "Issuer") has heretofore issued and has outstanding general obligation bonds; and

WHEREAS, due to the current interest rate environment, the Issuer has the opportunity to issue its general obligation refunding bonds in order to achieve an interest cost savings on all or a portion of the debt represented by such general obligation bonds described as follows (collectively, the "Refunded Bonds"):

<i>Series</i>	<i>Dated Date</i>	<i>Years</i>	<i>Amount</i>
2003-C	05/15/2003	2013 to 2014	\$ 180,000
2003-D	12/01/2003	2014 to 2016	590,000
2004-C	12/01/2004	2013	505,000
2005-A	12/01/2005	2014 to 2021	920,000
2006-B	12/01/2006	2015 to 2022	3,120,000
2008-A	05/15/2008	2016 to 2023	1,490,000

; and

WHEREAS, the Issuer has selected the firms of Piper Jaffray & Co., Leawood, Kansas and The Public Finance Group, Inc., Wichita, Kansas (collectively "Financial Advisor") as financial advisor for Issuer; and

WHEREAS, the Issuer desires that the Financial Advisor, in conjunction with the City Manager and Director of Finance, take all action necessary, subject to the provisions hereinafter set forth, to provide for the sale of one or more series of general obligation refunding and improvement bonds (the "Bonds") in order to provide funds to finance a portion of the Improvements and to refund all or a portion of the Refunded Bonds; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the Issuer to achieve maximum benefit of timing of the sale of the Bonds, the governing body desires to authorize the Mayor to confirm the sale thereof, if necessary, prior to the next meeting of the governing body to pass the necessary ordinance and adopt the resolution providing for the issuance thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DERBY, KANSAS, AS FOLLOWS:

Section 1. The Financial Advisor, in conjunction with the City Manager and the Director of Finance, is hereby authorized to proceed with the offering for sale of the Bonds in one or more series.

The Bonds shall be sold, subject to the approving opinion of Gilmore & Bell, P.C., the Issuer's bond counsel ("Bond Counsel"), on a negotiated basis to a purchaser or purchasers (collectively, the "Purchaser") to be designated by the City Manager, in consultation with the Director of Finance and Financial Advisor, after evaluating proposals submitted by prospective purchasers based on a request for proposals prepared by the Financial Advisor. The timing of offering for sale, the pricing, the determination of the allocation of the Bonds between the financing of the Improvements and the Refunded Bonds, the structuring and repayment terms of the Bonds and the selection of various other necessary professionals necessary to complete the issuance of the Bonds, shall be determined by the City Manager, in consultation with the Director of Finance, the Financial Advisor and Bond Counsel. The confirmation of the sale of the Bonds shall be subject to the execution of a bond purchase agreement between the Purchaser and the Issuer (the "Bond Purchase Agreement") in a form approved by Bond Counsel and the City Attorney, the passage of an ordinance and adoption of a resolution by the governing body of the Issuer authorizing the issuance of the Bonds and the execution of various documents necessary to deliver the Bonds. The Mayor is hereby authorized to execute the Bond Purchase Agreement for the Bonds, subject to the following parameters: (a) principal amount not to exceed \$8,000,000; (b) the true interest cost shall not exceed 2%, (c) conformance with the Issuer's Debt Management Policy; and (d) the present value savings associated with refunding the Refunded Bonds shall be not less than 3% of the outstanding principal of the Refunded Bonds.

Section 2. The Financial Advisor, in conjunction with the Director of Finance and Bond Counsel, is hereby authorized to cause to be prepared a Preliminary Official Statement relating to the Bonds. The Issuer hereby consents to the use and public distribution by the Purchaser of the Preliminary Official Statement in connection with the offering for sale of the Bonds.

Section 3. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Mayor and Director of Finance or other appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final" in substantially the form attached hereto as *Exhibit A*, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of the Rule. The Issuer agrees to provide to the Purchaser within seven business days of the date of the purchase contract for the Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 4 The Mayor, City Manager, Director of Finance and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Bonds, including the purchase of or subscription for United States Treasury Securities for deposit in escrow for payment of the Refunded Bonds and provision of notice of redemption of the Refunded Bonds from proceeds of the Bonds and other available funds.

Section 5. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on February 7, 2012.

(SEAL)

ATTEST:

Mayor

Clerk

EXHIBIT A
CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

February __, 2012

To:

Re: City of Derby, Kansas, General Obligation Refunding and Improvement Bonds,
Series 2012-A

Ladies and Gentlemen:

The undersigneds are the duly acting Mayor and Director of Finance of the City of Derby, Kansas (the "Issuer"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the Issuer. The Issuer has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement"), relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the Issuer hereby deems the information regarding the Issuer contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

Very truly yours,

CITY OF DERBY, KANSAS

By: _____
Title: Mayor

By: _____
Title: Director of Finance

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council
From: Jean Epperson, Director of Finance/City Clerk
Subject: Property, Liability and Workers Comp Insurance Procurement

Agenda Date: February 7, 2012

Guests: Ryan Murry, Insurance Center, Inc.

Background:

- In December 2010, property, liability and workers compensation insurance coverage were combined into one procurement process to reduce costs.
 - The program offered by Insurance Center, Inc. and Travelers Insurance was selected for 2011.
 - The City typically contracts for insurance coverage for a three-year period.
- In this instance, the staff recommended and the Council approved a one-year term with the Insurance Center, Inc. as the City's new insurance agent.
 - The renewal process commences in the fall of each year and culminates at year end.
 - Due to the transition to a new insurer, the renewal process for 2012 was lengthier than in the past, resulting in a delay in receipt of the 2012 premium.
 - In addition, the City's insurance agent, Insurance Center, Inc., secured a lower workers compensation insurance and liability premium of approximately \$19,000, which also contributed to the delay in presentation of this issue to the Council.

Financial/Sustainability Considerations:

- A soft insurance market since 2008 and our competitive process combined to produce savings to the City.
 - \$42,610 was saved when the transition occurred to One Beacon in 2008.
 - Another \$23,933 was saved in the 2011 transition to Travelers insurance.
- In 2011, the insurance market firmed up, resulting in premium increases across the market. The 2012 Travelers premium for property, liability and workers compensation insurance coverage for the City, the Derby Public Library and El Paso Water Company will be \$382,296, an increase of \$42,338 (12.45%).
- To bind coverage as of January 1, 2012, the City Manager authorized payment of six months' premium. Staff recommends that coverage continue with the Insurance Center and Travelers for the remainder of 2012 and that the City Manager be authorized to renew coverage for 2013 if the premium remains consistent with industry standards.
- If renewal rates for 2013 exceed industry standards, staff will review options and likely recommend a competitive proposal process.

Legal Considerations:

- The City is authorized to purchase all recommended insurance coverage.
- It is within the Council's authority to authorize the City Manager to enter into a contract with an insurer.

Policy Considerations:

- The cost of coverage for the Library Board will be allocated to the library's budget.
- The Library has not purchased its own insurance since 2004.
- The current arrangement has produced substantial savings for the Library.

Recommend a Motion to:

- Authorize the City Manager to execute a contract with the Insurance Center and Travelers Insurance for the period beginning January 1, 2012 and ending December 31, 2012 and to renew the contract for 2013 if renewal premiums are within industry standards.

CITY COUNCIL ACTION REPORT

To: Mayor and City Council
From: Dan Squires, City Engineer
Subject: Reconstruction of Meadowlark Boulevard

Agenda Date: February 7, 2012

Guests: None

Background:

- The City's Capital Improvement Plan (CIP) provides funding for the reconstruction of Meadowlark Boulevard from Rock Road to the east city limit.
- The project will reconstruct Meadowlark Boulevard to an urban section including turn lanes, curb & gutter, stormwater sewers, a school zone, school crossing, sidewalks, and landscaping.
- The following bids were received by the City Engineer and opened on January 31:

Lafarge North America	\$3,013,786.30
APAC-Kansas, Inc.	2,667,820.00
Cornejo & Sons, Inc.	2,650,566.25

Engineer's Estimate* **\$3,689,327.50**

**Estimate prepared by PB America.*

Financial/Sustainability Considerations:

- Of the total construction cost of \$2,650,566.25, the City at large will pay for \$2,466,319.25 leaving \$184,247 to be assessed to properties in benefit districts that have petitioned for improvements.
- Financing of the City-at-large portion consists of proceeds of General Obligation Bond Series 2011-A (\$1,000,000), General Obligation Build America Bond Series 2009-A (\$1,081,000), and approximately \$385,000 to be financed by a future bond issue either in Fall 2012 or Spring 2013.

Legal Considerations:

- Solicitation, receipt and analysis of bids complied with all statutory procedures and local policies for such projects.

Recommend a Motion to:

- Authorize the City Manager to enter into a contract with Cornejo & Sons, Inc. for \$2,650,566.25 to reconstruct Meadowlark Boulevard from Rock Road to the east city limit.

CITY COUNCIL AGENDA REPORT

To: Mayor and City Council
From: Brad Smith, Fire Chief
Subject: Agreement with Sedgwick County for Emergency Medical Services

Agenda Date: February 7, 2012

Guests: Scott Hadley, Director of Sedgwick County EMS

Background:

- The City of Derby and Sedgwick County EMS have been working under 2 separate agreements the last 10 years.
 - A 10-year lease began in August 2002 and was amended in October 2002 to provide space for Sedgwick County EMS at Derby Fire Station #82.
 - An agreement from March 2005 designated Sedgwick County EMS solely responsible for emergency medical services in Derby and required Derby to provide medical first response in the city.
- The Derby Fire & Rescue Department has been working with Sedgwick County EMS to consolidate responsibilities into a single agreement covering both the facility use and medical first response.
- This new agreement will be renewable at 5-year intervals and include a monthly utility fee to be paid by Sedgwick County EMS based on its occupied area of the building.

Financial/Sustainability Considerations:

- Beginning September 1, 2012, Sedgwick County shall pay to the City 12% of utility costs, since 12% represents the portion of the building occupied by EMS.
- Since the City will gain back some space no longer needed by Sedgwick County EMS, the City will incur some remodeling cost, which was budgeted in the 2012 Capital Improvement Plan for \$30,000.

Legal Considerations:

- While the proposed agreement does not significantly alter the relationship between the City and Sedgwick County, it does clarify some ambiguities and will be easier to administer.

Policy Considerations:

- Both the City and Sedgwick County will benefit by extending and clarifying our current relationship.
 - The City benefits by recovering a portion of its utility expenses while maintaining an EMS capability within the City.
 - Sedgwick County EMS benefits by having the use of a facility well suited to its needs at minimal cost.

Recommend a Motion to:

- Authorize the mayor to sign the agreement with Sedgwick County.

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

by and between:

THE CITY OF DERBY, KANSAS,
And
THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

THIS AGREEMENT is entered into this _____ day of _____, 2012, by and between THE CITY OF DERBY, KANSAS, hereinafter referred to as the “City;” and SEDGWICK COUNTY, KANSAS, hereinafter referred to as the “County.”

WITNESSETH:

WHEREAS, on August 14, 2002, the City and County entered into an agreement for the development of a fire station/emergency service facility at 1401 North Rock Road, Derby, Kansas (“Fire Station No.82” or “Facility”), followed by an October 9, 2002 Addendum (collectively referred to as “Lease Agreement for Sedgwick County Emergency Medical Services”), providing for quartering of EMS personnel and equipment at Fire Station No. 82; and

WHEREAS, on March 9, 2005, the City and County entered in an “Agreement to Provide Emergency Medical Services in the City of Derby and Sedgwick County;” and

WHEREAS, the parties desire to continue this relationship for the benefit of the parties and for the citizens of Derby, Kansas and surrounding areas; and

WHEREAS, the parties have found it necessary to enter into a single new agreement to reflect this relationship.

NOW THEREFORE, in consideration of the mutual promises and covenants recited herein, the parties do hereby agree to amend the agreement as follows:

SECTION 1. DEFINITIONS.

“Attendant” means a first responder, emergency medical technician, emergency medical technician-intermediate, emergency medical technician-defibrillator or a mobile intensive care technician certified pursuant to K.S.A. 65-6101, *et seq.*

“Emergency medical service” means the effective and coordinated delivery of such care as may be required by an emergency, including care and transportation of individuals by ambulance services and performance of authorized emergency care by a physician, professional nurse, a licensed physician assistant or attendant. K.S.A. 65-6112.

“Medical Society of Sedgwick County, Kansas” (“MSSC”) means the professional association of licensed physicians and surgeons practicing in Sedgwick County charged by Kansas

statute and administrative regulation with the responsibility for establishing medical protocols to be used by medical providers and attendants in the course of providing emergency medical care.

“SCEMS” means the ambulance service provided by the emergency medical service operated by Sedgwick County.

SECTION 2. PURPOSE. It is mutually agreed between City and County that the County will exclusively provide Emergency Medical Services to, and for the benefit of, the citizens of Derby, Kansas. This service will be enhanced through County’s use of Fire Station No. 82.

SECTION 3. SERVICES PROVIDED; SOURCE OF FINANCING. County shall provide emergency medical services pursuant to K.S.A. 65-6101 *et seq.*, and may levy a tax and charge user fees to finance said emergency medical service as provided by K.S.A. 65-6113. City shall not make claim to any portion of the tax levied or user fees collected by County pursuant to state law for the financing of SCEMS, as long as County operates a minimum of one Type 1 ambulance, with state-certified personnel from a location within the city limits of the City of Derby. County shall establish and operate a sufficient number of ambulance units it deems necessary for adequate emergency ambulance service to the public and will obtain and maintain all necessary State permits and licenses to operate such service. County will schedule and deploy all ambulances to best meet performance guidelines as established by the local Emergency Medical Services System Professional Performance Board. County shall establish and maintain the SCEMS budget. All property of SCEMS will be held in the name of County, and if this agreement is terminated, County will retain ownership of all such property.

The City shall continue to provide and fund a medical first responder capability within the city limits of Derby with such resources as City deems adequate therefor; provided that the County shall provide equipment and supplies to the same extent such are provided to the Wichita Fire Department and the Sedgwick County Fire District #1.

SECTION 4. TERM; TERMINATION OF AGREEMENT. The base term of this agreement shall be five (5) years commencing as of January 1, 2012, and this agreement shall automatically extend for successive periods of five (5) years thereafter unless terminated by either party as provided herein. Either party hereto may terminate this agreement by written notice to the other given on or before July 1; provided, that unless another effective date is agreed upon by the parties, such termination shall be effective as of December 31 of the year in which such notice is given.

SECTION 5. PRIOR AGREEMENTS RESCINDED. It is understood that this agreement supersedes and cancels all agreements between the City and the County and providing for emergency medical service and facilities, including but not limited to agreements effective as of August 14, 2002, October 9, 2002, and March 9, 2005; provided, that the County shall not be liable hereunder for any portion of the cost of utility services to Fire Station No. 82 prior to September 1, 2012.

SECTION 6. USE OF FIRE STATION 82.

A. Each party hereto shall have exclusive use of those areas identified therefor in Attachment 1, which is incorporated herein as part of this agreement. All parts of such facility not designated for exclusive use by one party shall be designated as joint use areas. Employees of either

party hereto may enter upon an area designated for the exclusive use of the other when necessary to gain access to its own exclusive use area or to an area designated for joint use, but shall not in any case use or disturb any of the facilities or equipment in such exclusive use area. Unless necessary to access a portion of the facility it is authorized to use, neither party hereto shall enter upon any area designated as an exclusive use area for the other party unless necessary to respond to an emergency situation or to perform maintenance or repairs required of such party hereunder. All such entries shall be promptly reported to the party having exclusive use of the area entered.

B. Notwithstanding any other provision of this agreement, authorized representatives of the City may, upon notice to the County, enter upon area designated for the exclusive use of SCEMS personnel for the purposes of inspecting the facility, and performing any required maintenance, repair or replacement of equipment or fixtures located therein.

SECTION 7. MAINTENANCE AND REPAIR OF FIRE STATION NO. 82.

A. The City shall be solely responsible for maintenance, snow and ice removal on premises, repair of Fire Station No. 82 and repair and replacement of the HVAC, plumbing, electrical and mechanical systems located therein as well as all fixtures and equipment constructed or installed therein at the City's expense; provided, that maintenance, repair and replacement of specialized equipment or systems, including but not limited to HVAC equipment necessary to control the temperature of medicines or chemicals used by EMS personnel and installed specifically for the benefit of the County, shall be the sole responsibility of the County. Notwithstanding any other provision of this agreement, authorized representatives of the City may, upon notice to the County, enter upon area designated for the exclusive use of County EMS personnel for the purposes of inspecting the facility, including the County's compliance with the terms of this agreement, and performing any required maintenance, repair or replacement of equipment or fixtures located therein.

B. Except as provided in subsection "A" of this section, each party shall bear all of its own costs for maintenance, repair and replacement of equipment, including food preparation and storage equipment and other property installed, used or stored by such party in Fire Station No. 82.

SECTION 8. UTILITY EXPENSES.

From and after September 1, 2012, the County shall pay to the City, promptly following receipt of a statement from the City, twelve per cent (12%) of City's total monthly facility costs for electrical, water, sanitary sewer, trash collection, basic cable television service, pest control, third party fire protection inspections, HVAC yearly maintenance and vehicle exhaust equipment maintenance, such percentage being equivalent to the County's agreed-upon share of usage of Fire Station No. 82. This cost will be adjusted at five (5) year intervals to reflect the City's average cost for such services during the immediately preceding five (5) year period. Each party hereto shall pay its own costs for telecommunications services, as they respectively deem appropriate.

SECTION 9. INDEMNIFICATION.

A. The City agrees to fully indemnify, defend, and hold harmless the County, its officers, employees, and volunteers from any and all loss, damage, liability, claim, demand, or cause of action

whatsoever arising out of or resulting from or alleged to have arisen out of or resulted from any negligent act or omission or willful misconduct of the City, its officers, employees, independent contractors, or representatives in the performance duties arising out of this Agreement.

B. The County agrees to fully indemnify, defend, and hold harmless the City, its officers, employees, and volunteers from any and all loss, damage, liability, claim, demand, or cause of action whatsoever arising out of or resulting from or alleged to have arisen out of or resulted from any negligent act or omission or willful misconduct of County, its officers, employees, independent contractors, or representatives in the performance of duties arising out of this Agreement.

SECTION 10. ASSIGNMENT OF RIGHTS AND DELEGATION OF DUTIES.

Neither party hereto shall assign rights or delegate duties arising hereunder without the express written consent of the other.

SECTION 11. BINDING EFFECT.

This agreement shall be binding upon and inure to the benefit of the parties and their respective heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date first above written.

CITY OF DERBY:

SEDGWICK COUNTY BOARD
OF COUNTY COMMISSIONERS:

Dion P. Avello, Mayor

TIM R. NORTON, Chairman

ATTEST:

ATTEST:

Jean Epperson, City Clerk

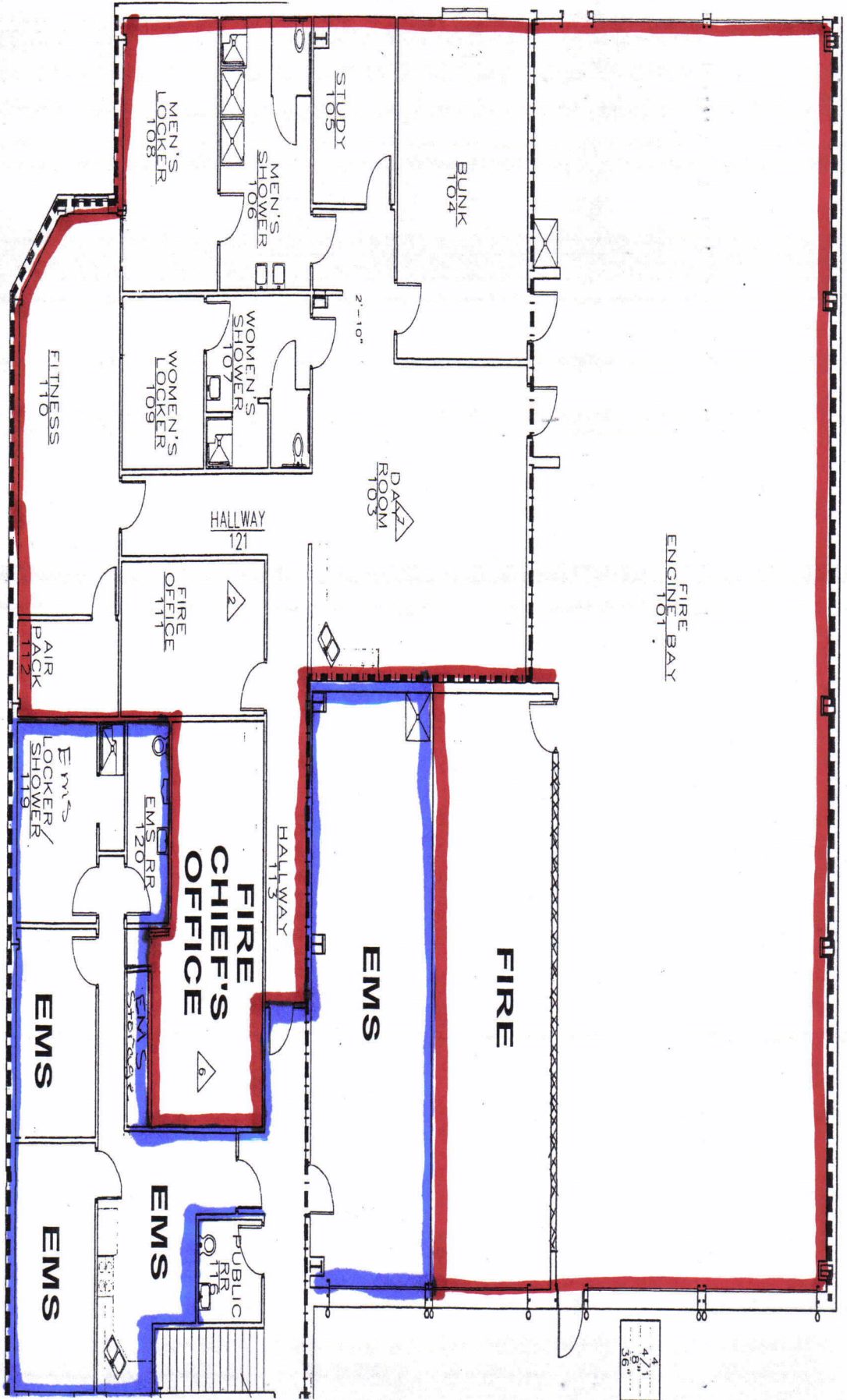
Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Phil Alexander, City Attorney

Jennifer Magaña
Deputy County Counselor



FIRST FLOOR CODE PLAN

Derby Firestation #82 / EMS Post 11
 Attachment #1 Jan. 30, 2012

Fire Facility
 EMS Facility

CITY COUNCIL ACTION REPORT

To: Mayor and City Council
From: Kathy Sexton, City Manager
Subject: Update Council Priorities

Agenda Date: February 7, 2012

Background:

- On August 23, 2011, the Council last updated its list of priorities. Substantial progress has been made on several items on the list since that time. Today, an updated priority list is provided for Council consideration.
- Five projects were accomplished & removed from the list since August:
 - Park Planning Task Force & Purchase of St. Mary's property
 - Fuel Station Relocation
 - Explore Focused Work Week (4 x 10)
 - Water Rate Study
 - Update Water Procedure Manual & Disconnect/reconnect Fees
- Six new projects are proposed to be added to the list:
 - Develop proposal for a stormwater utility
 - MAC Park master plan & Warren Riverview Park development
 - Explore focused work week (7:30-5:30 M-Th; 7:30-1:00 F)
 - Overhaul both websites
 - Research & develop plan to prohibit animal waste in neighbor's yard
 - Update water conservation plan
- Work is underway on many of the 15 priorities on the proposed city list, as well as the 2 priorities on the Water Company's list. A review of each item will be provided during the Council meeting.

Financial/Sustainability Considerations:

- None at this time. Implementation of the priorities will necessarily involve staff time and various expenses that will be determined at a future date and budgeted for as appropriate.

Policy Considerations:

- It is important for a governing body to agree on a set of priorities to guide the productive use of staff time. The list does not represent everything the Council has directed staff to accomplish, rather it includes enhancement projects and programs to be worked on as time allows amid other routine responsibilities.

Recommend a Motion to:

- Approve the Council's updated list of priorities.

City Council Priorities for the City Manager
as of Feb. 7, 2012

Successes Planned

- 1 *Identify Revenue Diversification strategies*
- 2 **Develop proposal for a Stormwater Utility**
- 3 *K-15 Frontage Road traffic management*
- 4 **MAC Park Master Plan & Warren Riverview Park Development**
- 5 *Quad Cities Area Planning*
- 6 *West End Redevelopment & RR Crossing Closure*
- 7 **Explore Focused Work Week (7:30-5:30 M-Th; 7:30-1:00 F)**
- 8 *BZA process update*
- 9 **Overhaul both websites**
- 10 **Research & develop plan to prohibit animal waste in neighbor's yard**
- 11 Plan for services to seniors
- 12 Policy re: developing large lots in City's area of influence
- 13 *Develop land acquisition plan to meet future City needs*
- 14 Comprehensive Plan - Implementation Actions
- 15 Amend Zoning Ordinance to make Derby attractive to Hospital development

Italics = Working on
Bold = New since Aug. 2011

Water Company Board Priorities for the President
as of Feb. 7, 2012

- A **Update Water Conservation Plan**
- B Marketing of water assets

CITY COUNCIL CONSENT AGENDA

To: Mayor and City Council
From: Allison Moeding, Economic Development Director
Subject: HOME Rehabilitation Grant Bids

Agenda Date: February 7, 2012

Background:

- In late 2010, the City of Derby received a \$300,000 grant award from Kansas Housing Resources Corporation for a HOME Rehabilitation Program. The HOME Program provides funding for improvements to houses in a specified target area whose owners and their households earn no more than 80 percent of the Sedgwick County median gross annual income.
- Applications are reviewed and ranked by the city’s selected grant administrator to determine a priority list. This priority list determines the order in which homeowners receive assistance, as long as funds are available.
- Each house is bid as a single project. A list of all improvements to be made to each home is developed by SCKEDD’s project inspector and is presented to the contractors on SCKEDD’s list of registered contractors during a bid tour of the homes being served.
- A bid opening was held at Derby City Hall on Friday, January 20 at 1:30 p.m. The following bids were received. Those in bold and underlined are recommended, which are all the low bid received except for the one with an asterisk.

	100 E. Springdale	927 N. Georgie	746 N. Westview	630 E. Walnut	525 S. Derby
Windows for America	\$13,175	<u>\$15,575*</u>	\$12,925	\$8,310	\$15,250
Arambula Construction	<u>\$12,003</u>	\$17,490	<u>\$11,160</u>	\$9,400	\$16,250
Stringer Remodeling	\$12,915	\$17,630	\$13,600	\$8,685	\$17,820
S & A Construction	\$12,647	\$15,225	\$12,445	<u>\$7,506</u>	<u>\$14,794</u>

- While the lowest bid is usually recommended, the second lowest bid is suggested for the project at 927 N. Georgie.
 - The low bid from S & A Construction was \$15,225 while the bid from New Windows for America was \$15,575. The difference is \$300.
 - This departure from our usual practice is warranted because of our need to commit all grant funds before our grant period ends in January 2013. If we award all homes to the lowest bidder, one contractor (S & A Construction) would be required to complete three homes before the next bid round this spring, which is unrealistic to expect. S & A Construction has been contacted and is happy with the recommendation of its receipt of two projects but not three.
- This is the first group of homes to be completed under the 2010 HOME grant; we anticipate that a total of 15 homes will be improved with the grant money we have received, but the actual number will depend on the cost per individual home.

Financial/Sustainability Considerations:

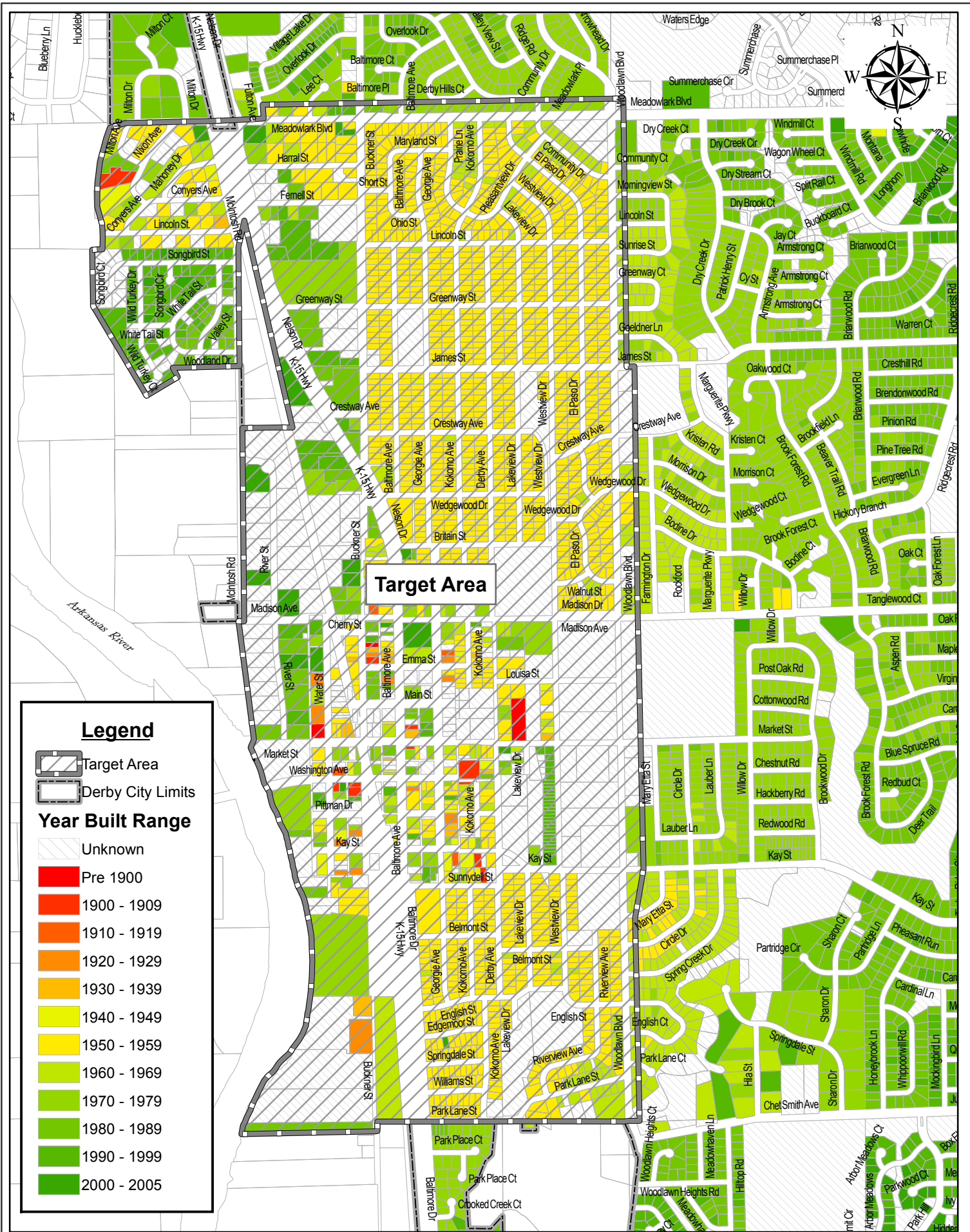
- The HOME Grant funds will cover two-thirds of total project expenses. A matching contribution by the City will pay for the remaining one-third of the project. Funds from two other state programs, K-WAP (Kansas Weatherization Assistance Program and KAMP (Kansas Accessibility Modifications Program), will also be included when the homeowner qualifies and state funds are available.
- The City will pay the contractors directly after the work is completed and approved by the SCKEDD project inspector and the City building inspector. The City will request reimbursement from the State of Kansas, thus drawing down funds from the grant award.

Legal Considerations:

- As the City's selected grant administrator, SCKEDD oversees the project to ensure that all HOME Program requirements are followed, including federal procurement (competitive bidding) practices.
- All contractors are or will be licensed by the City of Derby prior to beginning work. All contractors meet the requirements set forth by the State of Kansas for participation as a contractor for the HOME program.

Recommendation:

- Approve project awards to Windows America, Arambula Construction, and S & A Construction, as presented.



Legend

- Target Area
- Derby City Limits

Year Built Range

- Unknown
- Pre 1900
- 1900 - 1909
- 1910 - 1919
- 1920 - 1929
- 1930 - 1939
- 1940 - 1949
- 1950 - 1959
- 1960 - 1969
- 1970 - 1979
- 1980 - 1989
- 1990 - 1999
- 2000 - 2005

**City of Derby HOME Rehabilitation Program
Target Area**

CITY COUNCIL CONSENT AGENDA

To: Mayor and City Council
From: Robert Lee, Police Chief
Subject: Purchase of 10 Tasers

Agenda Date: February 7th, 2012

Background:

- The Police Department is requesting the purchase of 10 Tasers.
 - Seven Tasers will be needed to issue to new personnel.
 - § Four new officer positions were filled in 2011.
 - § In 2012 we anticipate hiring two authorized part-time officers.
 - § We have also implemented the position of Station Officer in 2012.
 - Three of the Tasers will be used to replace equipment that is near the end of its anticipated life cycle. In March of 2012 we plan to begin 10-hour shifts. This will create six hours each day of shift overlap which will heighten the need for the additional Tasers.

Financial Considerations:

- Ed Roehr Safety Products Co. offered to provide 10 Tasers for \$10,384.30 plus shipping cost. This quote included a 4-year warranty for each Taser and fourteen (14) 21 ft. XP Cartridges. \$11,000 is included in the budget for this equipment.
- Remaining budget authority of \$615.70 will pay for shipping costs.
- In Kansas, Tasers are available only through Ed Roehr Safety Products Co.

Legal Considerations:

- Because Ed Roehr Safety Products Co. is the only source available for Taser products, competitive bidding is not required.
- A single source purchase was approved by the Bid Board on January 31, 2012.

Policy Considerations:

- Tasers are used to stop aggressive behavior and in some situations provide officers with a lesser degree of force in dealing with offenders who are violent.
- The additional Tasers will allow all on-duty officers, including the station officer and part-time and reserve officers to have access to the same defensive equipment.
- These units will replace three (3) older units approved in the 2012 replacement budget and seven (7) new units approved in the 2011 budget process for the additional officers and ten-hour shifts.

Recommendation:

- Approve the purchase of ten (10) Tasers, with warranties and accessories, from Ed Roehr Safety Products Co. for \$10,384.30 plus shipping.

CITY COUNCIL CONSENT AGENDA

To: Mayor and City Council
From: Robert Lee, Police Chief
Subject: Purchase of three (3) Mobile Video Recorders

Agenda Date: February 7th, 2012

Background:

- The Police Department seeks approval to purchase three (3) mobile video recorders (MVR).
- These MVRs will replace three (3) older units nearing the end of their life.

Financial Considerations:

- Watch Guard Video returned a quote for \$14,685 (\$4,895/unit).
- A discount of \$1,800 for the old units and shipping cost of \$75 bring the total cost to \$12,960.
- Funding of \$13,800 is available in the 2012 replacement budget.
- Watch Guard Video is the only vendor available for equipment that matches our current MVR equipment.

Legal Considerations:

- Because Watch Guard is the only source available for the equipment needed, competitive bidding is not required.
- A single source purchase was approved by the Bid Board on January 31, 2012.

Policy Considerations:

- MVRs are installed in patrol vehicles for the purpose of providing audio and video recordings of what officers see and hear.
- Recordings are used as evidence in court, to help resolve complaints against officers, and as training tools.
- Watch Guard Video is the sole source vendor for this equipment.

Recommendation:

- Approve purchase of three (3) mobile video recorders from Watch Guard Video for \$12,960.

CITY COUNCIL CONSENT AGENDA

To: Mayor and City Council
From: Dan Squires, City Engineer
Subject: Agreement with Kansas Department of Transportation (KDOT) for Phase 9 Bike Path

Agenda Date: February 7, 2012

Background:

- In recent years, bicycle and pedestrian paths have been constructed throughout the City with financial assistance from the Kansas Department of Transportation (KDOT), Kansas Department of Wildlife and Parks, and other sources.
- In March 2009, the City Council passed a resolution directing staff to apply for funding for Phase 9 of the pathway system.
- The City subsequently received funding and the project is currently being designed.
- Phase 9 of the pathway system is located on the north side of James from Trail Ridge Drive in Glen Hills Addition eastward to High Park.
- The agreement with KDOT outlines the responsibilities of each party and is substantially similar to agreements that the City has had with KDOT in the past.

Financial/Sustainability Considerations:

- 70% of eligible construction costs will be paid by KDOT and 30% by the City.
- The estimated construction cost for the project is approximately \$165,000, shared as follows:
 - KDOT – \$115,500
 - Local share – \$49,500
- Funding for the City's portion is included in the 2012 Capital Improvement Plan. A portion will be funded by special assessments levied against properties in the benefit districts.

Legal Considerations:

- The agreement includes standard KDOT language describing the parties' respective responsibilities for the project.
- A construction contract will be presented for Council approval at a later date.
- The City and the State are authorized to enter into agreements necessary to obtain state administered federal financial aid for construction of public improvements.

Recommendation:

- Authorize the Mayor to sign the project agreement for the Phase 9 Bicycle and Pedestrian Path (KDOT Project No. 87 TE-0352-01) and related instruments.

CITY COUNCIL CONSENT AGENDA

To: Mayor and City Council
From: Dan Squires, City Engineer
Subject: Agreement with Kansas Department of Transportation (KDOT) to finance reconstruction of Madison Avenue from Derby High School to High Park

Agenda Date: February 7, 2012

Background:

- The City's Capital Improvement Plan (CIP) includes reconstruction of Madison Avenue from Derby High School to High Park.
- In 2011, the City was able to secure federal transportation funds allotted to the Wichita metro area region and administered by the Kansas Department of Transportation (KDOT) to pay for 80% of construction and construction engineering costs.
- In order to access federal transportation funds, the City must contract with KDOT for administration of the project, which must be designed and constructed in accordance with KDOT standards and policies.
- The agreement with KDOT outlines the responsibilities of each party and is substantially similar to past agreements the City has had with KDOT.

Financial/Sustainability Considerations:

- 80% of eligible construction and construction engineering (inspection) costs will be paid by KDOT and the remaining 20% by the City.
- The anticipated construction and construction engineering cost for the project is \$2,474,701.25.
 - The local share is \$494,940.25
 - The KDOT portion of the estimated cost is \$1,979,761.
 - The City is responsible for 100% of construction and construction engineering costs that exceed \$1,979,761.
- Funding for the city's portion is included in the CIP in 2014. Subsequent CIPs will be amended to reflect updated costs as project development occurs.
- A portion of the City's contribution will be funded by special assessments levied against properties in applicable benefit districts.

Legal Considerations:

- The agreement includes standard KDOT language describing the parties' respective responsibilities for the project.
- A construction contract will be presented for Council consideration at a later date.
- The City and the State are authorized to enter into agreements necessary to obtain state-administered federal financial aid for construction of public improvements.

Recommendation:

- Authorize the mayor to sign the agreement with KDOT for reconstruction of Madison Avenue from Derby High School to High Park (KDOT Project No. 87 N-0564-01) and related instruments.