



City of Bonner Springs

KANSAS

Monday, July 25, 2022

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.

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

WORKSHOP SESSION - 6:30 P.M.

1. Budget Session - Special Revenue, Enterprise, and Capital and Equipment Plan

Action

Recommendation

Documents:

CITY COUNCIL MEETING - 7:30 P.M.

CITIZEN CONCERNS ABOUT ITEMS NOT ON TODAY'S AGENDA. (COPIES OF MATERIAL PRESENTED TO THE CITY COUNCIL MUST ALSO BE PROVIDED TO THE CITY CLERK.)

This item is for comments and questions from the audience about items that are not included on today's agenda.

CONSENT AGENDA

1. Minutes of the July 11, 2022 City Council Meeting

Action

Make a motion to approve the minutes as presented.

Recommendation

Staff recommends approval.

Documents:

1. 07112022 CCM Minutes

2. Claims for City Operations

Action

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

Recommendation

Staff recommends approval.

Documents:

1. SUPPLEMENT CHECK REGISTER
2. SUPPLEMENT EXPENSE APPROVAL REPORT
3. MAIN CHECK REGISTER
4. MAIN EXPENSE APPROVAL REPORT

3. 2nd Quarter 2022 Financial Reports

Action

Make a motion to approve the 2nd Quarter 2022 Financial Reports.

Recommendation

Staff recommends approval.

Documents:

1. 2nd Quarter Budget Report
2. 2nd Quarter Investment Report
3. 2nd Quarter Treasurer's Report

4. Appointments to Boards and Commissions

Action

Make a motion to approve the appointments to boards and commissions as presented.

Recommendation

Staff recommends approval.

Documents:

OLD BUSINESS

NEW BUSINESS

1. Unified Development Ordinance Contract Amendment for Phases 2 & 3

Action Make a motion to approve a contract amendment with Freese and Nichols to perform Phases 2 & 3 of the Unified Development Ordinance, for an amount not to exceed \$170,000.

Recommendation Staff recommends approval.

Documents:

1. Fee Proposal
2. UDO Contract Amendment - Freese and Nichols

2. Resolution Setting a Public Hearing to Consider the Formation of a Rural Housing Incentive District

Action Make a motion to adopt a resolution setting the date and time of a Public Hearing to consider establishing a Rural Housing Incentive District and adopting a Plan for the development of housing and public facilities in the District.

Recommendation Staff and Bond Counsel recommend approval.

Documents:

1. Public Hearing Resolution - Sandstone RHID
2. Sandstone Townhomes RHID Development Plan
3. Taxes Collected-Reimbursed Spreadsheet
4. Funding Agreement - Sandstone Townhomes
5. Sandstone Townhomes Development Rendering

3. Award Bid for North Park Restroom Project

Action Make a motion to award the bid for the North Park restroom project to Legacy Underground Construction, Inc. for an amount not to exceed \$98,798.

Recommendation Staff recommends approval.

Documents:

4. Resolution to Approve Submitting the Renewal of the Emergency Services Sales Tax to the Electors.

Action Make a motion to approve a resolution to place the renewal of the emergency services sales tax on the November 8th ballot.

Recommendation Staff recommends approval.

Documents:

1. Emergency Service Sales Tax Renewal Resolution

5. Resolution to Approve Submitting the Renewal of the Capital Improvements Sales Tax to the Electors.

Action Make a motion to approve a resolution to place the renewal of the capital improvements sales tax on the November 8th ballot.

Recommendation Staff recommends approval.

Documents:

1. Capital Improvements Sales Tax Renewal Resolution

6. Water Well Permanent Easement Acceptance

Action Make a motion to accept the Permanent Easement for Pollution Prevention Boundary.

Recommendation Staff recommends approval.

Documents:

1. DOC018

7. Lift Station No. 2 - Design/Build Phase I Agreement

Action Make a motion to approve the Phase I Design/Build Agreement with Burns & McDonnell/CAS Constructors, LLC for the design of a new Lift Station No. 2, in the amount of \$194,941.

Recommendation Staff recommends approval.

Documents:

1. DOC016

8. Lift Station No. 2 - Owners Representative Services

Action Make a motion to approve the Owners Representative Agreement with BG Consultants, Inc. for services related to a new Lift Station No. 2 in the amount of \$25,000.

Recommendation Staff recommends approval.

Documents:

1. DOC017

9. 2022 Street Resurfacing Change Order and Acceptance

Action Make a motion to approve Change Order No.1 with McAnany Construction, in the amount of \$34,856.90, approve final payment of \$99,214.28 and accept the project for a final project cost of \$678,430.69.

Recommendation Staff recommends approval.

Documents:

1. Change order and invoice

REPORTS

1. City Manager's Report

Action

Recommendation

Documents:

1. City Managers Update 7-22-22
2. 7.7.22 PC Bi-weekly report - Pending Projects
3. InCode Building Permit Report
4. InCode Code Enforcement Report

2. City Council Items

Action

Recommendation

Documents:

3. Mayor's Report

Action

Recommendation

Documents:

Memorandum

Date: July 25, 2022
To: Mayor and City Council
From:

Subject: Minutes of the July 11, 2022 City Council Meeting

Recommendation: Staff recommends approval.

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

Background:

Discussion:

Financial Impact:

City Council Minutes – Regular Meeting – July 11, 2022

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

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

City staff present: Sean Pederson, City Manager; Chris Brake, City Clerk and Tillie LaPlante, Finance Director

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

Citizen Concerns about Items Not on Today's Agenda – Karlin Stephens, 3329 S. 142nd St., expressed concern about the service provided by Waste Management. Waste Management has missed picking up trash on 142nd Street for four weeks in a row. The issue has been ongoing for about 15 months. Ms. Stephens asked for assistance getting Waste Management to provide the agreed upon service.

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

1. Minutes of the June 27, 2022 City Council Meeting
2. Claims for City Operations
3. Public Use Request – Tiblow Days Fire Truck Display and Splash Pad
4. Public Use Request – Foam Glow 5K

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

OLD BUSINESS – None Presented.

NEW BUSINESS –

1. **Notice of Intent to Exceed Revenue Neutral Rate** – Stephens moved and Shannon seconded to notify the County Clerks of the City's intent to exceed the Revenue Neutral Rate, maintaining the current mill levy rate of 42.892 and set a public hearing for August 22, 2022 to hear comments on exceeding the Revenue Neutral Rate. Unanimous approval.

REPORTS

Item No. 1: City Manager's Report:

- Distributed an updated budget calendar; the only change is splitting the RNR Public Hearing and the Budget Public Hearing into two separate meetings.
- July is national Parks and Rec month
- The City Manager thanked everyone involved with Bonner Blast and the City Band, specifically Amber Vogan for coordinating the fireworks.
- Tiblow Days is August 27th

Item No. 2: City Council Items

- Wood asked where the Bonner Springs Historic Preservation Society Meet? Usually at the Harrington Event Center, next meeting will be at The Fuel House.
- Reeves thanked City staff for their efforts on Spring Creek. He also stated the cemetery pond looks better than it has. He received some feedback about the shortened parade route.

Item No. 3: Mayor's Report

- Looking forward to the pet photo contest with his new dog
- Thanked Ms. Stephens for bringing her concern to the City Council and encourages others to do the same.

- Asked Staff to check the codes regarding smoking near entrances, received concerns from residents at Nettleton Manor.
- Received compliments on the Fourth of July celebration.

The meeting adjourned at 7:53 p.m.

_____ Christina Brake, City Clerk

DRAFT

Memorandum

Date: July 25, 2022
To: Mayor and City Council
From: Kim Mosier

Subject: Claims for City Operations

Recommendation: Staff recommends approval.

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

Background: Staff enclosed the supplement claims for City operations in the amount of \$ 27,275.76 and the regular claims in the amount of \$ 663,788.21.

Discussion:

Financial Impact:



Bonner Springs, KS

Check Register

Packet: APPKT00415 - PAYROLL CHECK RUN 7/8/2022

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
11865	AUTUMN D ASHFORD	07/08/2022	Regular	0.00	92.00	148930
11659	CAPITAL ONE/WALMART COMMUNIT	07/08/2022	Regular	0.00	1,331.95	148931
	Void	07/08/2022	Regular	0.00	0.00	148932
10896	GEOFFREY JOHNSTON	07/08/2022	Regular	0.00	90.00	148933
7513	HSA BANK	07/08/2022	Regular	0.00	6,921.57	148934
0898	ICMA RETIREMENT CORPORATION	07/08/2022	Regular	0.00	2,347.20	148935
11672	JAMES HENDERSON	07/08/2022	Regular	0.00	112.00	148936
11952	JANET L. ISABELL	07/08/2022	Regular	0.00	92.00	148937
11951	JON D. HILL	07/08/2022	Regular	0.00	162.00	148938
9879	MAINSTREET CREDIT UNION	07/08/2022	Regular	0.00	885.00	148939
7764	MICHAEL J. DANIELS	07/08/2022	Regular	0.00	295.00	148940
11646	Nathan Richard Gandy	07/08/2022	Regular	0.00	125.00	148941
11650	SAMUEL D. LIGHTNER	07/08/2022	Regular	0.00	64.00	148942
11421	WEX INC.	07/08/2022	Regular	0.00	14,758.04	148943

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	36	13	0.00	27,275.76
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
	36	14	0.00	27,275.76

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2022	27,275.76
			27,275.76



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Post Dates 7/8/2022 - 7/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11865 - AUTUMN D ASHFORD				
13749 WOODEND RD				
BONNER SPRINGS, KS 66012-				
AUTUMN D ASHFORD	AA062022	07/08/2022	UMPIRE-3 GAMES	52.00
AUTUMN D ASHFORD	AA062722	07/08/2022	UMPIRE-2 GAMES	40.00
Vendor 11865 - AUTUMN D ASHFORD Total:				92.00
Vendor: 11659 - CAPITAL ONE/WALMART COMMUNITY CARD				
P.O. BOX 60506				
CITY OF INDUSTRY, CA 91716-0506				
CAPITAL ONE/WALMART COM...	0001906	07/08/2022	WATER	21.24
CAPITAL ONE/WALMART COM...	0001907	07/08/2022	COMPUTER CABLE	9.88
CAPITAL ONE/WALMART COM...	0001908	07/08/2022	PHONE CHARGER & MISC OFFICE SUPPLIES	26.92
CAPITAL ONE/WALMART COM...	0001909	07/08/2022	OFFICE SUPPLIES	50.56
CAPITAL ONE/WALMART COM...	0001909	07/08/2022	POOL SUPPLIES	59.88
CAPITAL ONE/WALMART COM...	0001909	07/08/2022	FIRST AID SUPPLIES	108.69
CAPITAL ONE/WALMART COM...	0001910	07/08/2022	PAPERS BAGS FOR GIVEAWAY ITEMS FOR MAYORS MTG 6/1	9.48
CAPITAL ONE/WALMART COM...	0001911	07/08/2022	CAMP SUPPLIES	196.69
CAPITAL ONE/WALMART COM...	0001912	07/08/2022	OFFICE SUPPLIES	41.03
CAPITAL ONE/WALMART COM...	0001913	07/08/2022	KEYBOARDS	36.96
CAPITAL ONE/WALMART COM...	0001913	07/08/2022	KEYBOARDS	18.48
CAPITAL ONE/WALMART COM...	0001914	07/08/2022	SUNSCREEN	17.94
CAPITAL ONE/WALMART COM...	0001914	07/08/2022	SUNSCREEN	17.94
CAPITAL ONE/WALMART COM...	0001915	07/08/2022	WATER & FIRST AID SUPPLIES	6.68
CAPITAL ONE/WALMART COM...	0001915	07/08/2022	AC TESTOR	25.97
CAPITAL ONE/WALMART COM...	0001915	07/08/2022	WATER & FIRST AID SUPPLIES	6.69
CAPITAL ONE/WALMART COM...	0001915	07/08/2022	WATER & FIRST AID SUPPLIES	6.68
CAPITAL ONE/WALMART COM...	0001916	07/08/2022	BENADRYL-FIRST AID KIT	13.86
CAPITAL ONE/WALMART COM...	0001917	07/08/2022	FIRST AID SUPPLIES	29.05
CAPITAL ONE/WALMART COM...	0001917	07/08/2022	OFFICE SUPPLIES	39.96
CAPITAL ONE/WALMART COM...	0001918	07/08/2022	CAMP SUPPLIES	168.26
CAPITAL ONE/WALMART COM...	0001918	07/08/2022	WEEK#2 FIELD TRIP-CAMP	9.11
CAPITAL ONE/WALMART COM...	0001918	07/08/2022	WEEK#2 FIELD TRIP-CAMP	96.70
CAPITAL ONE/WALMART COM...	0001919	07/08/2022	OFFICE SUPPLIES	107.51
CAPITAL ONE/WALMART COM...	0001919	07/08/2022	FIRST AID/SAFETY SUPPLIES	56.91
CAPITAL ONE/WALMART COM...	0001920	07/08/2022	OFFICE SUPPLIES	14.72
CAPITAL ONE/WALMART COM...	0001920	07/08/2022	SWIM TEAM SUPPLIES	42.09
CAPITAL ONE/WALMART COM...	0001921	07/08/2022	WOOD PELLET	9.80
CAPITAL ONE/WALMART COM...	0001922	07/08/2022	COFFEE	43.62
CAPITAL ONE/WALMART COM...	0001923	07/08/2022	GATORADE AND WATER	38.65
Vendor 11659 - CAPITAL ONE/WALMART COMMUNITY CARD Total:				1,331.95
Vendor: 10896 - GEOFFREY JOHNSTON				
3704 N. 153RD STREET				
BASEHOR, KS 66007-				
GEOFFREY JOHNSTON	GJ062722	07/08/2022	UMPIRE-4 GAMES	90.00
Vendor 10896 - GEOFFREY JOHNSTON Total:				90.00
Vendor: 7513 - HSA BANK				
PO BOX 939				
SHEBOYGAN, WI 53082-0939				
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	1,984.07
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	187.50

Expense Approval Report

Post Dates: 7/8/2022 - 7/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	125.00
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	187.50
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	125.00
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	562.50
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	187.50
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	312.50
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	1,875.00
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	500.00
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	312.50
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	375.00
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	125.00
HSA BANK	0001902	07/08/2022	HEALTH SAVING ACCOUNT FOR 6/24/2022	62.50
Vendor 7513 - HSA BANK Total:				6,921.57

Vendor: 0898 - ICMA RETIREMENT CORPORATION
P O BOX 64553
BALTIMORE, MD 21264-4553

ICMA RETIREMENT CORPORATI...	0001903	07/08/2022	PR-457 VEENTAGEPOINT TRANSFER AGENT 301961	1,992.20
ICMA RETIREMENT CORPORATI...	0001904	07/08/2022	PR-ROTH-VANTAGEPOINT TRANSFER AGNEY 706353	355.00
Vendor 0898 - ICMA RETIREMENT CORPORATION Total:				2,347.20

Vendor: 11672 - JAMES HENDERSON
15426 MEYER DRIVE
BASEHOR, KS 66007-

JAMES HENDERSON	JH062022	07/08/2022	UMPIRE- 4 GAMES	80.00
JAMES HENDERSON	JH06262022	07/08/2022	UMPIRE- 1 GAME	32.00
Vendor 11672 - JAMES HENDERSON Total:				112.00

Vendor: 11952 - JANET L. ISABELL
400 WEST 2ND STREET
BONNER SPRINGS, KS 66012-

JANET L. ISABELL	Ji06202022	07/08/2022	UMPIRE- 2 GAMES	55.00
JANET L. ISABELL	Ji06292022	07/08/2022	UMPIRE- 1 GAME	37.00
Vendor 11952 - JANET L. ISABELL Total:				92.00

Vendor: 11951 - JON D. HILL
PO BOX 22
1600 STILLWELL ROAD
BONNER SPRINGS, KS 66012-

JON D. HILL	JDH06202022	07/08/2022	UMPIRE- 3 GAMES	107.00
JON D. HILL	JDH06302022	07/08/2022	UMPIRE- 2 GAMES	55.00
Vendor 11951 - JON D. HILL Total:				162.00

Vendor: 9879 - MAINSTREET CREDIT UNION
ATTN: PYMT SYSTM DEPT-SEG PR
13001 W 95TH STREET
LENEXA, KS 66215

MAINSTREET CREDIT UNION	0001905	07/08/2022	PAYROLL FOR 7/8/2022	885.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:				885.00

Expense Approval Report

Post Dates: 7/8/2022 - 7/8/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7764 - MICHAEL J. DANIELS 13910 METROPOLITAN AVE BONNER SPRINGS, KS 66012				
MICHAEL J. DANIELS	MD062022	07/08/2022	UMPIRE- 4 GAMES	110.00
MICHAEL J. DANIELS	MD062722	07/08/2022	UMPIRE- 6 GAMES	185.00
Vendor 7764 - MICHAEL J. DANIELS Total:				295.00
Vendor: 11646 - Nathan Richard Gandy PO BOX 13041 11 NEWTON STREET EDWARDSVILLE, KS 66113-				
Nathan Richard Gandy	NG062022	07/08/2022	UMPIRE- 4 GAMES	125.00
Vendor 11646 - Nathan Richard Gandy Total:				125.00
Vendor: 11650 - SAMUEL D. LIGHTNER 14445 KANSAS AVE BONNER SPRINGS, KS 66012-				
SAMUEL D. LIGHTNER	SL062722	07/08/2022	UMPIRE- 2 GAMES	64.00
Vendor 11650 - SAMUEL D. LIGHTNER Total:				64.00
Vendor: 11421 - WEX INC. PO BOX 6293 CAROL STREAM, IL 60197-6293				
WEX INC.	82180202	07/08/2022	FUEL-CODES	190.35
WEX INC.	82180202	07/08/2022	FUEL-FIRE	884.53
WEX INC.	82180202	07/08/2022	FUEL-POLICE	8,400.89
WEX INC.	82180202	07/08/2022	FUEL-PUBLIC WORKS	2,359.01
WEX INC.	82180202	07/08/2022	FUEL-PUBLIC WORKS	786.98
WEX INC.	82180202	07/08/2022	FUEL-PUBLIC WORKS	1,359.39
WEX INC.	82180202	07/08/2022	FUEL-TIBLOW	776.89
Vendor 11421 - WEX INC. Total:				14,758.04
Grand Total:				27,275.76



Bonner Springs, KS

Check Register

Packet: APPKT00417 - CHECK RUN 7/19/2022

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
7484	1138, INC	07/19/2022	Regular	0.00	220.00	148944
11972	ALAINA MONTGOMERY	07/19/2022	Regular	0.00	120.00	148945
11954	AMANDA BRADY	07/19/2022	Regular	0.00	120.00	148946
10078	AMAZON CAPITAL SERVICES, INC AN	07/19/2022	Regular	0.00	1,107.68	148947
7449	APEX ENVIROTECH, INC.	07/19/2022	Regular	0.00	2,676.00	148948
3791	ARROWHEAD SCIENTIFIC INC	07/19/2022	Regular	0.00	152.50	148949
7507	ASHLEY SHEPARD	07/19/2022	Regular	0.00	120.00	148950
9842	AUTOZONE	07/19/2022	Regular	0.00	14.80	148951
11711	AV WATER TECHNOLOGIES	07/19/2022	Regular	0.00	228,701.60	148952
10232	BENJAMIN KOVEN	07/19/2022	Regular	0.00	130.00	148953
10140	BEVERLY S MILLS	07/19/2022	Regular	0.00	232.75	148954
7416	BG CONSULTANTS, INC	07/19/2022	Regular	0.00	12,670.00	148955
0117	BOARD OF PUBLIC UTILITIES ATTN: /	07/19/2022	Regular	0.00	49,387.85	148956
11796	BOB ALLEN FORD OTTAWA INC	07/19/2022	Regular	0.00	1,138.53	148957
4172	BOUND TREE MEDICAL LLC	07/19/2022	Regular	0.00	334.16	148958
6404	C & C SALES INC dba C & C GROUP	07/19/2022	Regular	0.00	491.00	148959
0204	CHAMBER OF COMMERCE BONNER	07/19/2022	Regular	0.00	25.00	148960
11793	CHARTER COMMUNICATIONS HOLDIN	07/19/2022	Regular	0.00	237.10	148961
10381	CHRIS NICHOLSON	07/19/2022	Regular	0.00	1,220.75	148962
10027	CINTAS	07/19/2022	Regular	0.00	536.55	148963
10136	COMPLIANCEONE	07/19/2022	Regular	0.00	527.50	148964
2216	CROSBY PLUMBING	07/19/2022	Regular	0.00	4,092.85	148965
11967	DANA SCHNEIDER	07/19/2022	Regular	0.00	140.00	148966
11965	DANIEL WACHTER	07/19/2022	Regular	0.00	120.00	148967
4716	DAVE' PLUS CONSTRUCTION	07/19/2022	Regular	0.00	6,992.25	148968
0014	DEFFENBAUGH INDUSTRIES INC WM	07/19/2022	Regular	0.00	1,885.91	148969
11981	DIANA BUCK	07/19/2022	Regular	0.00	120.00	148970
0192	DOUGLAS PUMP SERVICE INC	07/19/2022	Regular	0.00	3,350.00	148971
11807	EASTWOOD 7 JAMES LLC	07/19/2022	Regular	0.00	175.18	148972
10964	EVERGY FKA KCP&L	07/19/2022	Regular	0.00	54.16	148973
10942	EVERGY KANSAS CENTRAL INC FKA I	07/19/2022	Regular	0.00	15,439.74	148974
5516	EXECUTIVE MARKETING PROMOTIO	07/19/2022	Regular	0.00	455.00	148975
11792	FREESE AND NICHOLS, INC	07/19/2022	Regular	0.00	1,880.00	148976
10924	GO CAR WASH MGMT CORP	07/19/2022	Regular	0.00	160.00	148977
11915	GORILLA EXTERIORS CONTRACTING,	07/19/2022	Regular	0.00	5,526.00	148978
7383	GREAT PLAINS SOCIETY FOR PREVEN	07/19/2022	Regular	0.00	889.72	148979
1532	GT DISTRIBUTORS	07/19/2022	Regular	0.00	104.40	148980
11922	HEARTLAND TOW INC	07/19/2022	Regular	0.00	368.00	148981
11978	HOLLY HOSLER	07/19/2022	Regular	0.00	240.00	148982
11065	HOME DEPOT PRO	07/19/2022	Regular	0.00	794.55	148983
10304	INSTITUTE FOR BUILDING TECHNOL	07/19/2022	Regular	0.00	3,200.00	148984
11956	JAMES F CADY	07/19/2022	Regular	0.00	167.50	148985
11974	JAMIE MILLER	07/19/2022	Regular	0.00	240.00	148986
11977	JESSICA KIPNIS	07/19/2022	Regular	0.00	120.00	148987
11234	JESSICA LANGLEY-LEOP	07/19/2022	Regular	0.00	240.00	148988
5345	JOHNSON COUNTY WASTEWATER	07/19/2022	Regular	0.00	744.36	148989
11986	JOYCE GILRATH	07/19/2022	Regular	0.00	100.00	148990
11985	KANSAS CITY HYDRAULICS, INC	07/19/2022	Regular	0.00	265.00	148991
9900	KANSAS DEPARTMENT OF REVENUE	07/19/2022	Regular	0.00	3,068.05	148992
5308	KANSAS ONE-CALL SYSTEM, INC C/O	07/19/2022	Regular	0.00	267.60	148993
11980	KARRIE GLOVER	07/19/2022	Regular	0.00	140.00	148994
10214	KC AUCTION DIRECT LLC	07/19/2022	Regular	0.00	578.64	148995
10049	KDHE-DIVISION HEALTH & ENVIRON	07/19/2022	Regular	0.00	1,044.00	148996
11969	KIMBERLY ROWE	07/19/2022	Regular	0.00	360.00	148997

Check Register

Packet: APPKT00417-CHECK RUN 7/19/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
11971	KOLLEN MURRAY	07/19/2022	Regular	0.00	120.00	148998
11982	LEANN BELL	07/19/2022	Regular	0.00	240.00	148999
11066	LESLEY SULLIVAN	07/19/2022	Regular	0.00	110.00	149000
8009	LIFE-ASSIST, INC	07/19/2022	Regular	0.00	45.06	149001
7604	M.R.P.P. INC.	07/19/2022	Regular	0.00	105.48	149002
7553	MCANANY CONSTRUCTION INC	07/19/2022	Regular	0.00	209,388.41	149003
7587	MCANANY OIL CO., INC.	07/19/2022	Regular	0.00	7,545.42	149004
7347	MCGUIRE ELECTRIC, LLC	07/19/2022	Regular	0.00	170.00	149005
11970	MEAGAN BLANCHARD	07/19/2022	Regular	0.00	110.00	149006
11912	MEGAN GILLILAND	07/19/2022	Regular	0.00	120.00	149007
11187	MEGAN MCWILLIAMS	07/19/2022	Regular	0.00	110.00	149008
6137	METRO COURIER INC	07/19/2022	Regular	0.00	20.89	149009
6849	MJV-A LLC	07/19/2022	Regular	0.00	158.00	149010
11983	MYRA ALFARO	07/19/2022	Regular	0.00	110.00	149011
7206	NATIONAL INSURANCE MARKETING	07/19/2022	Regular	0.00	1,199.06	149012
11979	NICHOLE DAWKINS	07/19/2022	Regular	0.00	240.00	149013
8052	NICOLE HANKINS	07/19/2022	Regular	0.00	120.00	149014
0947	O'REILLY AUTO STORES INC	07/19/2022	Regular	0.00	11.70	149015
3393	PACE ANALYTICAL	07/19/2022	Regular	0.00	445.26	149016
11541	PEREGRINE CORPORATION	07/19/2022	Regular	0.00	876.63	149017
11867	PI MANAGED SERVICES LLC	07/19/2022	Regular	0.00	1,375.00	149018
4746	QUEEN'S PRICE CHOPPER ATTEN: AC	07/19/2022	Regular	0.00	44.07	149019
5302	R E PEDROTTI CO INC	07/19/2022	Regular	0.00	221.60	149020
0753	RAYNOR GARAGE DOORS	07/19/2022	Regular	0.00	34,610.00	149021
10641	REDISHRED KANSAS INC PROSHRED	07/19/2022	Regular	0.00	134.40	149022
11968	SARAH MADDOX-SCHMITT	07/19/2022	Regular	0.00	120.00	149023
6010	SCHUETZ CONSTRUCTION	07/19/2022	Regular	0.00	19,530.86	149024
11966	SIERRA STORTZ	07/19/2022	Regular	0.00	120.00	149025
11984	SKYLAR PARR	07/19/2022	Regular	0.00	240.00	149026
7670	STAPLES CONTRACT & COMMERCIA	07/19/2022	Regular	0.00	199.71	149027
11314	SUSAN ORTIZ	07/19/2022	Regular	0.00	110.00	149028
11976	TAMMY LAU	07/19/2022	Regular	0.00	120.00	149029
11338	TAMMY WILD	07/19/2022	Regular	0.00	110.00	149030
11975	TARA MCCOY	07/19/2022	Regular	0.00	240.00	149031
10879	TEUTONIC HOLDINGS LLC SYNDEO L	07/19/2022	Regular	0.00	200.82	149032
10854	THE JATH GROUP, INC	07/19/2022	Regular	0.00	3,441.54	149033
6821	THEATRE FOR YOUNG AMERICA	07/19/2022	Regular	0.00	330.00	149034
5636	TILLIE LAPLANTE	07/19/2022	Regular	0.00	21.06	149035
11556	U.S. BANK EQUIPMENT FINANCE	07/19/2022	Regular	0.00	664.18	149036
3736	UNIFIED TREASURER	07/19/2022	Regular	0.00	5,230.75	149037
6819	UNIFIRST CORPORATION	07/19/2022	Regular	0.00	553.00	149038
3088	VANCE BROTHERS, INC	07/19/2022	Regular	0.00	18.00	149039
1321	WESTLAKE HARDWARE	07/19/2022	Regular	0.00	48.28	149040
10810	WILLIAM F TUCKER	07/19/2022	Regular	0.00	15,235.00	149041
8411	WILSON & COMPANY ENGINEERS	07/19/2022	Regular	0.00	6,137.35	149042

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	154	99	0.00	663,788.21
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	154	99	0.00	663,788.21



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Payment Dates 7/19/2022 - 7/19/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7484 - 1138, INC				
PO BOX 25406				
OVERLAND PARK, KS 66225-5406				
1138, INC	218931	07/19/2022	BACKGROUND CHECK SOLICITOR'S LICENSE X 10	220.00
Vendor 7484 - 1138, INC Total:				220.00
Vendor: 11972 - ALAINA MONTGOMERY				
4125 N 111TH STREET				
KANSAS CITY, KS 66109-				
ALAINA MONTGOMERY	0001945	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	120.00
Vendor 11972 - ALAINA MONTGOMERY Total:				120.00
Vendor: 11954 - AMANDA BRADY				
15715 GLENWOOD DRIVE				
BASEHOR, KS 66007-				
AMANDA BRADY	0001932	07/19/2022	Refund Summer Camp (August 1-5)	120.00
Vendor 11954 - AMANDA BRADY Total:				120.00
Vendor: 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES				
PO BOX 035184				
SEATTLE, WA 98124-5184				
AMAZON CAPITAL SERVICES, I	11TX-KR69-J7DL	07/19/2022	WASTEWATER & WATER OPERATOR EXAM PREP X 2	196.66
AMAZON CAPITAL SERVICES, I	11TX-KR69-J7DL	07/19/2022	WASTEWATER & WATER OPERATOR EXAM PREP X 2	196.66
AMAZON CAPITAL SERVICES, I	19MX-CWQ3-CYQW	07/19/2022	OFFICE SUPPLIES	22.98
AMAZON CAPITAL SERVICES, I	1JNW-4VD9-HTX4	07/19/2022	FILE FOLDERS, MANILA ENVELOPES, ADDRESS LABEL CART	67.58
AMAZON CAPITAL SERVICES, I	1K77-M1T6-DDY9	07/19/2022	KETCH-ALL CATCH POLE 5'	164.33
AMAZON CAPITAL SERVICES, I	1KXV-HFJT-PK3Y	07/19/2022	ANIMAL CONTROL	349.99
AMAZON CAPITAL SERVICES, I	1LMW-N1CJ-F1GQ	07/19/2022	LABLES	43.99
AMAZON CAPITAL SERVICES, I	1PQW-WG3L-3J6H	07/19/2022	WORK SHOE REPLACEMENT	65.49
Vendor 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES Total:				1,107.68
Vendor: 7449 - APEX ENVIROTECH, INC.				
7111 W. 151 ST				
#338				
OVERLAND PARK, KS 66223-2231				
APEX ENVIROTECH, INC.	CSM03.001 JUNE 2022	07/19/2022	CSM SAMPLING-JUNE 2022	2,676.00
Vendor 7449 - APEX ENVIROTECH, INC. Total:				2,676.00
Vendor: 3791 - ARROWHEAD SCIENTIFIC INC				
11006 STRANG LINE RD				
LENEXA, KS 66215-2113				
ARROWHEAD SCIENTIFIC INC	149661	07/19/2022	EVIDENCE SUPPLIES	152.50
Vendor 3791 - ARROWHEAD SCIENTIFIC INC Total:				152.50
Vendor: 7507 - ASHLEY SHEPARD				
650 RIVER DR				
EDWARDSVILLE, KS 66111				
ASHLEY SHEPARD	0001937	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	120.00
Vendor 7507 - ASHLEY SHEPARD Total:				120.00

Expense Approval Report

Payment Dates: 7/19/2022 - 7/19/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 9842 - AUTOZONE				
PO BOX 116067 ATLANTA, GA 30368-6067				
AUTOZONE	3784638756	07/19/2022	VEHICLE REPAIRS	14.80
Vendor 9842 - AUTOZONE Total:				14.80
Vendor: 11711 - AV WATER TECHNOLOGIES				
12332 CUTTEN ROAD HOUSTON, TX 77066-				
AV WATER TECHNOLOGIES	10597	07/19/2022	5/8" meter	76,800.00
AV WATER TECHNOLOGIES	10602	07/19/2022	One-time Integration Fee	3,000.00
AV WATER TECHNOLOGIES	10602	07/19/2022	Data Service Fee	16,167.60
AV WATER TECHNOLOGIES	10602(A)	07/19/2022	Capstone NOVA Endpoints	132,734.00
Vendor 11711 - AV WATER TECHNOLOGIES Total:				228,701.60
Vendor: 10232 - BENJAMIN KOVEN				
13447 WOODEND RD BONNER SPRINGS, KS 66012				
BENJAMIN KOVEN	0001950	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	130.00
Vendor 10232 - BENJAMIN KOVEN Total:				130.00
Vendor: 10140 - BEVERLY S MILLS				
634 N NETTLETON BONNER SPRINGS, KS 66012				
BEVERLY S MILLS	22-179	07/19/2022	COUNCIL PICTURE PLATES	232.75
Vendor 10140 - BEVERLY S MILLS Total:				232.75
Vendor: 7416 - BG CONSULTANTS, INC				
1405 WAKARUSA DRIVE LAWRENCE, KS 66049				
BG CONSULTANTS, INC	20-1413 L (21)	07/19/2022	Owners Representative Services - Water Plant Proj	5,390.00
BG CONSULTANTS, INC	21-1307L (2)	07/19/2022	Engineering for Traffic Signal Modernization Proj	4,880.00
BG CONSULTANTS, INC	21-1398 L (6)	07/19/2022	Lift Station No. 2 Replacement Preliminary Desi	2,400.00
Vendor 7416 - BG CONSULTANTS, INC Total:				12,670.00
Vendor: 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE				
P O BOX 219661 KANSAS CITY, MO 64121-9661				
BOARD OF PUBLIC UTILITIES A	0001965	07/19/2022	WATER USAGE (6/3-7/3/2022)	49,387.85
Vendor 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE Total:				49,387.85
Vendor: 11796 - BOB ALLEN FORD OTTAWA INC				
2320 S. OAK STREET OTTAWA, KS 66067-				
BOB ALLEN FORD OTTAWA IN	FOCS234579	07/19/2022	VEHICLE REPAIRS	1,138.53
Vendor 11796 - BOB ALLEN FORD OTTAWA INC Total:				1,138.53
Vendor: 4172 - BOUND TREE MEDICAL LLC				
23537 NETWORK PLACE CHICAGO, IL 60673-1235				
BOUND TREE MEDICAL LLC	84574524	07/19/2022	MEDICAL SUPPLIES	44.91
BOUND TREE MEDICAL LLC	84574525	07/19/2022	MEDICAL SUPPLIES	73.96
BOUND TREE MEDICAL LLC	84574526	07/19/2022	MEDICAL SUPPLIES	215.29
Vendor 4172 - BOUND TREE MEDICAL LLC Total:				334.16
Vendor: 6404 - C & C SALES INC dba C & C GROUP				
P O BOX 871749 KANSAS CITY, MO 64187-1749				
C & C SALES INC dba C & C GR	49620	07/19/2022	FIX UNRESPONSIVE CARD READER	491.00
Vendor 6404 - C & C SALES INC dba C & C GROUP Total:				491.00

Expense Approval Report

Payment Dates: 7/19/2022 - 7/19/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 0204 - CHAMBER OF COMMERCE BONNER SPRINGS-EDWARDSVILLE				
PO BOX 548				
309 OAK ST				
BONNER SPRINGS, KS 66012-1445				
CHAMBER OF COMMERCE BO	770	07/19/2022	CHAMBER BUCKS FOR DOWNTOWN EVENT 6/17/2022	25.00
Vendor 0204 - CHAMBER OF COMMERCE BONNER SPRINGS-EDWARDSVILLE Total:				25.00
Vendor: 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC				
PO BOX 6030				
CAROL STREAM, IL 60197-6030				
CHARTER COMMUNICATIONS H	99865070622	07/19/2022	CITY HALL INTERNET SERVICE	237.10
Vendor 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC Total:				237.10
Vendor: 10381 - CHRIS NICHOLSON				
16292 W. 76TH TERRACE				
SHAWNEE, KS 66217				
CHRIS NICHOLSON	0001966	07/19/2022	FBI NATION ACADEMY NA CLASS 283	1,220.75
Vendor 10381 - CHRIS NICHOLSON Total:				1,220.75
Vendor: 10027 - CINTAS				
P.O. BOX 88005				
CHICAGO, IL 60680-1005				
CINTAS	412188015	07/19/2022	BUILDING SUPPLIES	172.81
CINTAS	4124496336	07/19/2022	BUILDING SUPPLIES	172.81
CINTAS	4124653026	07/19/2022	MATS, SCREENS - CITY HALL	190.93
Vendor 10027 - CINTAS Total:				536.55
Vendor: 10136 - COMPLIANCEONE				
2121 SW CHELSEA DRIVE				
TOPEKA, KS 66614				
COMPLIANCEONE	293937	07/19/2022	DRUG POOL MONTHLY CHRG	306.00
COMPLIANCEONE	293937	07/19/2022	DRUG POOL MONTHLY CHRG	102.00
COMPLIANCEONE	293937	07/19/2022	DRUG POOL MONTHLY CHRG	48.00
COMPLIANCEONE	294448	07/19/2022	JUNE 2022 DRUG POOL MONTHLY CHARGE ACCT CI4050	5.50
COMPLIANCEONE	294448	07/19/2022	JUNE 2022 DRUG POOL MONTHLY CHARGE ACCT CI4050	27.50
COMPLIANCEONE	294448	07/19/2022	JUNE 2022 DRUG POOL MONTHLY CHARGE ACCT CI4050	33.00
COMPLIANCEONE	294448	07/19/2022	JUNE 2022 DRUG POOL MONTHLY CHARGE ACCT CI4050	5.50
Vendor 10136 - COMPLIANCEONE Total:				527.50
Vendor: 2216 - CROSBY PLUMBING				
16040 LINWOOD ROAD				
BONNER SPRINGS, KS 66012				
CROSBY PLUMBING	25537099	07/19/2022	REPAIR SEWER MAIN @ 13709 RUBU	4,092.85
Vendor 2216 - CROSBY PLUMBING Total:				4,092.85
Vendor: 11967 - DANA SCHNEIDER				
16821 ONYX TERRACE				
BASEHOR, KS 66007-				
DANA SCHNEIDER	0001938	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	140.00
Vendor 11967 - DANA SCHNEIDER Total:				140.00

Expense Approval Report

Payment Dates: 7/19/2022 - 7/19/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11965 - DANIEL WACHTER				
15414 MEYER DR BASEHOR, KS 66007- DANIEL WACHTER	0001934	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	120.00
Vendor 11965 - DANIEL WACHTER Total:				120.00
Vendor: 4716 - DAVE' PLUS CONSTRUCTION				
18429 166TH ST BASEHOR, KS 66007 DAVE' PLUS CONSTRUCTION	298	07/19/2022	DIST MAINT-STREET CUT & CURB REPAIRS	6,992.25
Vendor 4716 - DAVE' PLUS CONSTRUCTION Total:				6,992.25
Vendor: 0014 - DEFFENBAUGH INDUSTRIES INC WM CORPORATE SERVICES INC				
AS PAYMENT AGENT PO BOX 4648 CAROL STREAM, IL 60197-4648				
DEFFENBAUGH INDUSTRIES I	16243-4861-9	07/19/2022	SLUDGE HAULING 6/16- 6/30/2022	1,588.57
DEFFENBAUGH INDUSTRIES I	4809742-4858-4	07/19/2022	40 YD DUMPSTER SERV-12401 KAW DR 6/1-6/30/2022	295.36
DEFFENBAUGH INDUSTRIES I	6796344-4858-4	07/19/2022	20 YD DUMPSTER SERV-12021 KAW DRIVE IMPACT CHARGE	1.98
Vendor 0014 - DEFFENBAUGH INDUSTRIES INC WM CORPORATE SERVICES INC Total:				1,885.91
Vendor: 11981 - DIANA BUCK				
13765 214TH ST LINWOOD, KS 66052- DIANA BUCK	0001957	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	120.00
Vendor 11981 - DIANA BUCK Total:				120.00
Vendor: 0192 - DOUGLAS PUMP SERVICE INC				
C & B EQUIPMENT MIDWEST 3717 N. RIDGEWOOD STREET WICHITA, KS 67220-4418				
DOUGLAS PUMP SERVICE INC	13271	07/19/2022	LABOR TO REPLACE DISCHARGE LINE IN LS#4	3,350.00
Vendor 0192 - DOUGLAS PUMP SERVICE INC Total:				3,350.00
Vendor: 11807 - EASTWOOD 7 JAMES LLC				
PO BOX 248 BONNER SPRINGS, KS 66012- EASTWOOD 7 JAMES LLC	0001927	07/19/2022	CAR WASHSES - STITES 205	21.00
EASTWOOD 7 JAMES LLC	7	07/19/2022	JUNE CAR WASHES	154.18
Vendor 11807 - EASTWOOD 7 JAMES LLC Total:				175.18
Vendor: 10964 - EVERGY FKA KCP&L				
PO BOX 219330 KANSAS CITY, MO 64121-9330				
EVERGY FKA KCP&L	0001929	07/19/2022	SIREN 708 S 122ND ST	26.62
EVERGY FKA KCP&L	0001930	07/19/2022	SIREN 631 N 126TH ST	27.54
Vendor 10964 - EVERGY FKA KCP&L Total:				54.16
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
PO BOX 219915 KANSAS CITY, MO 64121-9915				
EVERGY KANSAS CENTRAL INC	0001924	07/19/2022	STREETLIGHTS	12,954.55
EVERGY KANSAS CENTRAL INC	6705590546 JUNE 2022	07/19/2022	POWER BILL	2,485.19
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:				15,439.74
Vendor: 5516 - EXECUTIVE MARKETING PROMOTIONS				
10601 N AMBASSADOR DRIVE K KANSAS CITY, MO 64153 EXECUTIVE MARKETING PRO	82032	07/19/2022	BAND SHIRTS	455.00
Vendor 5516 - EXECUTIVE MARKETING PROMOTIONS Total:				455.00

Expense Approval Report

Payment Dates: 7/19/2022 - 7/19/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11792 - FREESE AND NICHOLS, INC				
PO BOX 980004				
FORT WORTH, TX 76198-0004				
FREESE AND NICHOLS, INC	1339557	07/19/2022	Unified Development Ordinance - Phase 1	1,880.00
Vendor 11792 - FREESE AND NICHOLS, INC Total:				1,880.00
Vendor: 10924 - GO CAR WASH MGMT CORP				
2218 EAST WILLIAMS FIELD RD				
SUITE 245				
GILBERT, AZ 85295				
GO CAR WASH MGMT CORP	INV925	07/19/2022	CAR WASH	160.00
Vendor 10924 - GO CAR WASH MGMT CORP Total:				160.00
Vendor: 11915 - GORILLA EXTERIORS CONTRACTING, LLC				
111 OAK STREET, SUITE 201				
BONNER SPRINGS, KS 66012-				
GORILLA EXTERIORS CONTRA	3694	07/19/2022	Community Center Building Repair	5,526.00
Vendor 11915 - GORILLA EXTERIORS CONTRACTING, LLC Total:				5,526.00
Vendor: 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS				
GREAT PLAINS SPCA				
5428 ANTIOCH DRIVE				
MERRIAM, KS 66202				
GREAT PLAINS SOCIETY FOR P	0622BS	07/19/2022	ANIMAL SHELTER TRANSFERS	889.72
Vendor 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS Total:				889.72
Vendor: 1532 - GT DISTRIBUTORS				
1124 NEW MEISTER LANE, SUITE 100				
PFLUGERVILLE, TX 78660-6937				
GT DISTRIBUTORS	INV0911772	07/19/2022	UNIFORM ITEMS	104.40
Vendor 1532 - GT DISTRIBUTORS Total:				104.40
Vendor: 11922 - HEARTLAND TOW INC				
2220 N. 145TH TERRACE				
BASEHOR, KS 66010-				
HEARTLAND TOW INC	34385	07/19/2022	TRANSPORT OF EVIDENCE	368.00
Vendor 11922 - HEARTLAND TOW INC Total:				368.00
Vendor: 11978 - HOLLY HOSLER				
12705 EDITH AVE				
KANSAS CITY, KS 66109-				
HOLLY HOSLER	0001952	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	240.00
Vendor 11978 - HOLLY HOSLER Total:				240.00
Vendor: 11065 - HOME DEPOT PRO				
P.O. BOX 742440				
LOS ANGELES, CA 90074-2440				
HOME DEPOT PRO	690583117	07/19/2022	CLEANING SUPPLIES	31.34
HOME DEPOT PRO	690583125	07/19/2022	CLEANING SUPPLIES	37.64
HOME DEPOT PRO	690583133	07/19/2022	CLEANING SUPPLIES	58.84
HOME DEPOT PRO	690583141	07/19/2022	CLEANING SUPPLIES	17.42
HOME DEPOT PRO	692869852	07/19/2022	CLEANING SUPPLIES	150.81
HOME DEPOT PRO	692869860	07/19/2022	CLEANING SUPPLIES	325.58
HOME DEPOT PRO	693362378	07/19/2022	CLEANING SUPPLIES	18.62
HOME DEPOT PRO	693362386	07/19/2022	CLEANING SUPPLIES	107.02
HOME DEPOT PRO	693860314	07/19/2022	CLEANING SUPPLIES	47.28
Vendor 11065 - HOME DEPOT PRO Total:				794.55
Vendor: 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY				
45207 RESEARCH PLACE				
ASHBURN, VA 20147				
INSTITUTE FOR BUILDING TEC	R730-BK1-0522	07/19/2022	PLAN REVIEW FEES FOR MAY 2022	300.00

Expense Approval Report

Payment Dates: 7/19/2022 - 7/19/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
INSTITUTE FOR BUILDING TEC	R730-BK1-0522	07/19/2022	INSPECTION REVIEW FEES FOR MAY 2022	2,900.00
Vendor 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY Total:				3,200.00
Vendor: 11956 - JAMES F CADY 4121 W. 54TH STREET ROELAND PARK, KS 66222-				
JAMES F CADY	7502022	07/19/2022	CAMP FIELD TRIP:JUGGLING AND OTHER NONSENSE	167.50
Vendor 11956 - JAMES F CADY Total:				167.50
Vendor: 11974 - JAMIE MILLER 12657 170TH STREET LINWOOD, KS 66052-				
JAMIE MILLER	0001946	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	240.00
Vendor 11974 - JAMIE MILLER Total:				240.00
Vendor: 11977 - JESSICA KIPNIS 16710 SHEEHAN RD BASEHOR, KS 66007-				
JESSICA KIPNIS	0001951	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	120.00
Vendor 11977 - JESSICA KIPNIS Total:				120.00
Vendor: 11234 - JESSICA LANGLEY-LEOP 15664 METRO AVE BONNER SPRINGS, KS 66012				
JESSICA LANGLEY-LEOP	0001949	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	240.00
Vendor 11234 - JESSICA LANGLEY-LEOP Total:				240.00
Vendor: 5345 - JOHNSON COUNTY WASTEWATER PO BOX 219948 KANSAS CITY, MO 64121-9948				
JOHNSON COUNTY WASTEWA	0001967	07/19/2022	WW CHARGES 6/1-6/30/2022	744.36
Vendor 5345 - JOHNSON COUNTY WASTEWATER Total:				744.36
Vendor: 11986 - JOYCE GILRATH 478 N BLUEGRASS DRIVE BONNER SPRINGS, KS 66012-				
JOYCE GILRATH	35771782	07/19/2022	REFUND DEPOSIT- GYMNASIUM 7/1/2022	100.00
Vendor 11986 - JOYCE GILRATH Total:				100.00
Vendor: 11985 - KANSAS CITY HYDRAULICS, INC 944 OSAGE AVENUE KANSAS CITY, KS 66105-				
KANSAS CITY HYDRAULICS, IN	33369	07/19/2022	COLD PLANER REPAIR-PW`	265.00
Vendor 11985 - KANSAS CITY HYDRAULICS, INC Total:				265.00
Vendor: 9900 - KANSAS DEPARTMENT OF REVENUE MISCELLANEOUS TAX PO BOX 750680 TOPEKA, KS 66625-0680				
KANSAS DEPARTMENT OF REV	0001925	07/19/2022	2ND QTR 2022 WATER PROTECTION FEE	1,583.51
KANSAS DEPARTMENT OF REV	0001926	07/19/2022	2ND QTR 2022 CLEAN DRINKING WATER FEE	1,484.54
Vendor 9900 - KANSAS DEPARTMENT OF REVENUE MISCELLANEOUS TAX Total:				3,068.05
Vendor: 5308 - KANSAS ONE-CALL SYSTEM, INC C/O MORGAN STANLEY WEALTH MGMT 7223 Parkway Drive, Ste 210 Hanover, MD 21076-				
KANSAS ONE-CALL SYSTEM, I	2060165	07/19/2022	JUNE LOCATES (223)	267.60
Vendor 5308 - KANSAS ONE-CALL SYSTEM, INC C/O MORGAN STANLEY WEALTH MGMT Total:				267.60

Expense Approval Report

Payment Dates: 7/19/2022 - 7/19/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11980 - KARRIE GLOVER				
11008 WHISPERING LN				
KANSAS CITY, KS 66109-4201				
KARRIE GLOVER	0001956	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	140.00
Vendor 11980 - KARRIE GLOVER Total:				140.00
Vendor: 10214 - KC AUCTION DIRECT LLC				
6615 WOODLAND DRIVE				
SHAWNEE, KS 66218-				
KC AUCTION DIRECT LLC	22293	07/19/2022	UNIT 65 MAINTENANCE	578.64
Vendor 10214 - KC AUCTION DIRECT LLC Total:				578.64
Vendor: 10049 - KDHE-DIVISION HEALTH & ENVIRON				
6810 SE DWIGHT ST				
TOPEKA, KS 66620				
KDHE-DIVISION HEALTH & EN	58035	07/19/2022	ANALYTICAL SERVICES 4/6- 6/15/2022	1,044.00
Vendor 10049 - KDHE-DIVISION HEALTH & ENVIRON Total:				1,044.00
Vendor: 11969 - KIMBERLY ROWE				
4518 N 110 ST				
KANSAS CITY, KS 66109-				
KIMBERLY ROWE	0001941	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	360.00
Vendor 11969 - KIMBERLY ROWE Total:				360.00
Vendor: 11971 - KOLLEN MURRAY				
2819 N 76TH ST				
KANSAS CITY, KS 66019-				
KOLLEN MURRAY	0001944	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	120.00
Vendor 11971 - KOLLEN MURRAY Total:				120.00
Vendor: 11982 - LEANN BELL				
21618 168TH ST				
BASEHOR, KS 66007-				
LEANN BELL	0001958	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	240.00
Vendor 11982 - LEANN BELL Total:				240.00
Vendor: 11066 - LESLY SULLIVAN				
225 W KUMP STREET				
BONNER SPRINGS, KS 66012-1434				
LESLY SULLIVAN	0001940	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	110.00
Vendor 11066 - LESLY SULLIVAN Total:				110.00
Vendor: 8009 - LIFE-ASSIST, INC				
11277 SUNRISE PARK DRIVE				
RANCHO CORDOVA, CA 95742				
LIFE-ASSIST, INC	1223353	07/19/2022	MEDICAL SUPPLIES	28.28
LIFE-ASSIST, INC	1223357	07/19/2022	MEDICAL SUPPLIES	16.78
Vendor 8009 - LIFE-ASSIST, INC Total:				45.06
Vendor: 7604 - M.R.P.P. INC.				
PO BOX 2305				
KANSAS CITY, KS 66110				
M.R.P.P. INC.	4587	07/19/2022	TIBLOW TRANSIT	11.88
M.R.P.P. INC.	4639	07/19/2022	NOTICE OF PUBLIC HEARING - SUP-06-22	29.25
M.R.P.P. INC.	4640	07/19/2022	NOTICE OF PUBLIC HEARING - BZA012-022	28.08
M.R.P.P. INC.	4656	07/19/2022	NOTICE OF BIDDERS - NORTH PARK RESTROOM	36.27
Vendor 7604 - M.R.P.P. INC. Total:				105.48

Expense Approval Report

Payment Dates: 7/19/2022 - 7/19/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7553 - MCANANY CONSTRUCTION INC				
15320 MIDLAND DRIVE				
SHAWNEE, KS 66217				
MCANANY CONSTRUCTION IN	PMT #2	07/19/2022	2022 Street Resurfacing Proje	209,388.41
Vendor 7553 - MCANANY CONSTRUCTION INC Total:				209,388.41
Vendor: 7587 - MCANANY OIL CO., INC.				
PO BOX 906				
OLATHE, KS 66051				
MCANANY OIL CO., INC.	8738	07/19/2022	MOTOR FUEL	7,545.42
Vendor 7587 - MCANANY OIL CO., INC. Total:				7,545.42
Vendor: 7347 - MCGUIRE ELECTRIC, LLC				
P.O. BOX 402				
TONGANOXIE, KS 66086				
MCGUIRE ELECTRIC, LLC	4234	07/19/2022	MADE PARAMETER CHANGES TO VFD AT TOWER PUMP #1	170.00
Vendor 7347 - MCGUIRE ELECTRIC, LLC Total:				170.00
Vendor: 11970 - MEAGAN BLANCHARD				
629 E SPRING AVE				
BONNER SPRINGS, KS 66012-				
MEAGAN BLANCHARD	0001943	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	110.00
Vendor 11970 - MEAGAN BLANCHARD Total:				110.00
Vendor: 11912 - MEGAN GILLILAND				
200 E. 3RD STREET				
BONNER SPRINGS, KS 66012-				
MEGAN GILLILAND	0001955	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	120.00
Vendor 11912 - MEGAN GILLILAND Total:				120.00
Vendor: 11187 - MEGAN MCWILLIAMS				
105 EMERSON AVE				
BONNER SPRINGS, KS 66012				
MEGAN MCWILLIAMS	0001935	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	110.00
Vendor 11187 - MEGAN MCWILLIAMS Total:				110.00
Vendor: 6137 - METRO COURIER INC				
PO BOX 9410				
WICHITA, KS 67277-0410				
METRO COURIER INC	20290	07/19/2022	SAMPLE DELIVERIES-6/16- 6/30/2022	20.89
Vendor 6137 - METRO COURIER INC Total:				20.89
Vendor: 6849 - MJV-A LLC				
MISTY OSBORN				
13613 S US 71 HWY.				
GRANDVIEW, MO 64030				
MJV-A LLC	123400-063022	07/19/2022	UNIFORM CLEANING	158.00
Vendor 6849 - MJV-A LLC Total:				158.00
Vendor: 11983 - MYRA ALFARO				
13122 RICHLAND AVE APT 4				
BONNER SPRINGS, KS 66012-				
MYRA ALFARO	0001959	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	110.00
Vendor 11983 - MYRA ALFARO Total:				110.00
Vendor: 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC				
BENEFITS DIRECT				
4551 W. 107TH STREET STE 310				
OVERLAND PARK, KS 66207				
NATIONAL INSURANCE MARK	A014001	07/19/2022	JULY BENEFITS DIRECT INSURANCE	1,199.06
Vendor 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC Total:				1,199.06

Expense Approval Report

Payment Dates: 7/19/2022 - 7/19/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11979 - NICHOLE DAWKINS				
6414 SWITZER LANE SHAWNEE, KS 66203-				
NICHOLE DAWKINS	0001953	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	240.00
Vendor 11979 - NICHOLE DAWKINS Total:				240.00
Vendor: 8052 - NICOLE HANKINS				
517 N 118TH STREET BONNER SPRINGS, KS 66012				
NICOLE HANKINS	0001954	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	120.00
Vendor 8052 - NICOLE HANKINS Total:				120.00
Vendor: 0947 - O'REILLY AUTO STORES INC				
P O BOX 9464 SPRINGFIELD, MO 65801-9464				
O'REILLY AUTO STORES INC	0264-155531	07/19/2022	BULB	2.72
O'REILLY AUTO STORES INC	0264-155532	07/19/2022	CUTTING WHEEL	3.99
O'REILLY AUTO STORES INC	0264-156061	07/19/2022	UNIT 63	4.99
Vendor 0947 - O'REILLY AUTO STORES INC Total:				11.70
Vendor: 3393 - PACE ANALYTICAL				
PO BOX 684056 CHICAGO, IL 60695-4056				
PACE ANALYTICAL	2260162255	07/19/2022	WWTP MONTHLY SAMPLING	445.26
Vendor 3393 - PACE ANALYTICAL Total:				445.26
Vendor: 11541 - PEREGRINE CORPORATION				
PO BOX 14190 MONROE, LA 71207-4190				
PEREGRINE CORPORATION	480943	07/19/2022	SECT 5 JUNE UTIL BILLS (700/667)	351.98
PEREGRINE CORPORATION	482309	07/19/2022	SECT 2 JULY UTIL BILLS (1004/969)	524.65
Vendor 11541 - PEREGRINE CORPORATION Total:				876.63
Vendor: 11867 - PI MANAGED SERVICES LLC				
23889 W. 40TH STREET SHAWNEE, KS 66226-				
PI MANAGED SERVICES LLC	37	07/19/2022	IT SERVICE	1,031.25
PI MANAGED SERVICES LLC	49	07/19/2022	IT SERVICE	125.00
PI MANAGED SERVICES LLC	50	07/19/2022	IT SERVICE	156.25
PI MANAGED SERVICES LLC	51	07/19/2022	IT SERVICE	62.50
Vendor 11867 - PI MANAGED SERVICES LLC Total:				1,375.00
Vendor: 4746 - QUEEN'S PRICE CHOPPER ATTEN: ACCOUNTS RECEIVABLE				
PRICE CHOPPER #10 8 W. PEORIA STREET PAOLA, KS 66071-1303				
QUEEN'S PRICE CHOPPER ATT	0001931	07/19/2022	TIBLOW DAYS MEETING SUPPLIES	44.07
Vendor 4746 - QUEEN'S PRICE CHOPPER ATTEN: ACCOUNTS RECEIVABLE Total:				44.07
Vendor: 5302 - R E PEDROTTI CO INC				
5855 BEVERLY AVE SUITE A MISSION, KS 66202				
R E PEDROTTI CO INC	13180	07/19/2022	COMPLETED REPAIR OR MISSION CONTROL SYSTEM LS#9	221.60
Vendor 5302 - R E PEDROTTI CO INC Total:				221.60
Vendor: 0753 - RAYNOR GARAGE DOORS				
8235 MCCOY STREET SHAWNEE, KS 66227				
RAYNOR GARAGE DOORS	2485100	07/19/2022	Replace Garage Doors-double glazed windows PW Bldg	22,260.00

Expense Approval Report

Payment Dates: 7/19/2022 - 7/19/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
RAYNOR GARAGE DOORS	2485100	07/19/2022	Replace Garage Doors - no windows at PW Facility	9,790.00
RAYNOR GARAGE DOORS	2485100	07/19/2022	Liftmaster Model "H50" 1/2 HP Motor f/ garage door	2,430.00
RAYNOR GARAGE DOORS	2485100 a	07/19/2022	ADDITIONAL COSTS ON PO NUMBER REQ00117	130.00
Vendor 0753 - RAYNOR GARAGE DOORS Total:				34,610.00

Vendor: 10641 - REDISHRED KANSAS INC PROSHRED SECURITY
3052 S 24TH STREET
KANSAS CITY, KS 66106

REDISHRED KANSAS INC PROS	100307146	07/19/2022	64 GALLON SECURITY CARD - CITY HALL / PURGE CART	82.40
REDISHRED KANSAS INC PROS	100309006	07/19/2022	SHREDDING SERVICES	52.00
Vendor 10641 - REDISHRED KANSAS INC PROSHRED SECURITY Total:				134.40

Vendor: 11968 - SARAH MADDOX-SCHMITT
24720 DEHOFF DR
TONGANOXIE, KS 66086-

SARAH MADDOX-SCHMITT	0001939	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	120.00
Vendor 11968 - SARAH MADDOX-SCHMITT Total:				120.00

Vendor: 6010 - SCHUETZ CONSTRUCTION
14833 142ND ST
BONNER SPGS, KS 66012

SCHUETZ CONSTRUCTION	4430	07/19/2022	Remove failed water meter vault - install new one	18,600.82
SCHUETZ CONSTRUCTION	4430 A	07/19/2022	ADDITIONAL COST FOR REQ00129	930.04
Vendor 6010 - SCHUETZ CONSTRUCTION Total:				19,530.86

Vendor: 11966 - SIERRA STORTZ
108 TWIN CEDAR ST
TONGANOXIE, KS 66086-

SIERRA STORTZ	0001936	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	120.00
Vendor 11966 - SIERRA STORTZ Total:				120.00

Vendor: 11984 - SKYLAR PARR
715 W MORSE AVE
BONNER SPRINGS, KS 66012-

SKYLAR PARR	0001960	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	240.00
Vendor 11984 - SKYLAR PARR Total:				240.00

Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL STAPLES BUSINESS ADVANTAGE
PO BOX 660409
DALLAS, TX 75266-0409

STAPLES CONTRACT & COMM	8066395343 - A	07/19/2022	OFFICE SUPPLIES	108.52
STAPLES CONTRACT & COMM	8066616330	07/19/2022	OFFICE SUPPLIES	91.19
Vendor 7670 - STAPLES CONTRACT & COMMERCIAL STAPLES BUSINESS ADVANTAGE Total:				199.71

Vendor: 11314 - SUSAN ORTIZ
618 MURPHY AVE
BONNER SPRINGS, KS 66012

SUSAN ORTIZ	0001942	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	110.00
Vendor 11314 - SUSAN ORTIZ Total:				110.00

Vendor: 11976 - TAMMY LAU
17361 188TH CT
TONGANOXIE, KS 66086-

TAMMY LAU	0001948	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	120.00
Vendor 11976 - TAMMY LAU Total:				120.00

Expense Approval Report

Payment Dates: 7/19/2022 - 7/19/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11338 - TAMMY WILD				
437 TWIST DRIVE BONNER SPRINGS, KS 66012				
TAMMY WILD	0001933	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	110.00
Vendor 11338 - TAMMY WILD Total:				110.00
Vendor: 11975 - TARA MCCOY				
18479 174TH STREET BASEHOR, KS 66007-				
TARA MCCOY	0001947	07/19/2022	REFUND SUMMER CAMP (AUGUST 1-5)	240.00
Vendor 11975 - TARA MCCOY Total:				240.00
Vendor: 10879 - TEUTONIC HOLDINGS LLC SYNDEO LLC DBA BROADVOICE				
LOCKBOX #913150 PO BOX 31001-3150 PASADENA, CA 91110-3150				
TEUTONIC HOLDINGS LLC SYN	295006	07/19/2022	PHONE SERVICE - 200 E 3RD 7/7 - 8/6/2022	200.82
Vendor 10879 - TEUTONIC HOLDINGS LLC SYNDEO LLC DBA BROADVOICE Total:				200.82
Vendor: 10854 - THE JATH GROUP, INC				
PO BOX 9258 OVERLAND PARK, KS 66201-				
THE JATH GROUP, INC	60093	07/19/2022	CITY HALL CUSTODIAL CLEANING - JULY	1,870.00
THE JATH GROUP, INC	60097	07/19/2022	CLEANING-JANITORIAL JULY 2022	1,155.00
THE JATH GROUP, INC	S-11028	07/19/2022	CLEANING SUPPLIES	200.31
THE JATH GROUP, INC	S-11141	07/19/2022	CLEANING SUPPLIES	93.50
THE JATH GROUP, INC	S-11178	07/19/2022	TOLIET TISSUE/HAND TOWELS	122.73
Vendor 10854 - THE JATH GROUP, INC Total:				3,441.54
Vendor: 6821 - THEATRE FOR YOUNG AMERICA				
PO BOX 356 MISSION, KS 66201				
THEATRE FOR YOUNG AMERIC	07272002	07/19/2022	CAMP FIELD TRIP:JUNGLE BOOK	330.00
Vendor 6821 - THEATRE FOR YOUNG AMERICA Total:				330.00
Vendor: 5636 - TILLIE LAPLANTE				
13145 SWARTZ BONNER SPGS, KS 66012				
TILLIE LAPLANTE	0001968	07/19/2022	EKG OFA MEETING-MILEAGE	21.06
Vendor 5636 - TILLIE LAPLANTE Total:				21.06
Vendor: 11556 - U.S. BANK EQUIPMENT FINANCE				
P.O. BOX 790448 ST. LOUIS, MO 63179-0448				
U.S. BANK EQUIPMENT FINAN	475807822	07/19/2022	PRINTER LEASE	382.96
U.S. BANK EQUIPMENT FINAN	475808333	07/19/2022	PRINTER LEASE	281.22
Vendor 11556 - U.S. BANK EQUIPMENT FINANCE Total:				664.18
Vendor: 3736 - UNIFIED TREASURER				
710 N 7TH ST, SUITE 20 KANSAS CITY, KS 66101				
UNIFIED TREASURER	0001961	07/19/2022	WYCO JAIL HOUSING - JUNE 2022	5,230.75
Vendor 3736 - UNIFIED TREASURER Total:				5,230.75
Vendor: 6819 - UNIFIRST CORPORATION				
PO BOX 650481 DALLAS, TX 75265-0481				
UNIFIRST CORPORATION	229 0050326	07/19/2022	BLDG MAIN/RESTROOM SUPPLIES-WWTP	44.50
UNIFIRST CORPORATION	229 0050404	07/19/2022	BLDG MAINT/RESTROOM SUPPLIES	20.88

Expense Approval Report

Payment Dates: 7/19/2022 - 7/19/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
UNIFIRST CORPORATION	229 0050404	07/19/2022	UNIFORMS RENTALS	59.77
UNIFIRST CORPORATION	229 0050404	07/19/2022	BLDG MAINT/RESTROOM SUPPLIES	20.88
UNIFIRST CORPORATION	229 0050404	07/19/2022	UNIFORMS RENTALS	21.56
UNIFIRST CORPORATION	229 0050404	07/19/2022	BLDG MAINT/RESTROOM SUPPLIES	20.88
UNIFIRST CORPORATION	229 0050404	07/19/2022	UNIFORMS RENTALS	92.05
UNIFIRST CORPORATION	229 0053139	07/19/2022	BLDG MAINT/RESTROOM SUPPLIES	14.52
UNIFIRST CORPORATION	229 0053139	07/19/2022	UNIFORM RENTALS	48.07
UNIFIRST CORPORATION	229 0053139	07/19/2022	UNIFORM RENTALS	29.53
UNIFIRST CORPORATION	229 0053139	07/19/2022	UNIFORM RENTALS	54.78
UNIFIRST CORPORATION	229-0047668	07/19/2022	UNIFORM RENTALS	48.07
UNIFIRST CORPORATION	229-0047668	07/19/2022	UNIFORM RENTALS	19.58
UNIFIRST CORPORATION	229-0047668	07/19/2022	UNIFORM RENTALS	57.93
Vendor 6819 - UNIFIRST CORPORATION Total:				553.00

Vendor: 3088 - VANCE BROTHERS, INC**P O BOX 877366****KANSAS CITY, MO 64187-7366**

VANCE BROTHERS, INC	IG00014856-A	07/19/2022	CHECK # 148918 FOR \$567.00 UNDERPAID BY \$18	18.00
Vendor 3088 - VANCE BROTHERS, INC Total:				18.00

Vendor: 1321 - WESTLAKE HARDWARE**P O BOX 219370****KS-014****KANSAS CITY, MO 64121-9370**

WESTLAKE HARDWARE	14003987	07/19/2022	FASTNERS	8.32
WESTLAKE HARDWARE	14004012	07/19/2022	PAINT	39.96
Vendor 1321 - WESTLAKE HARDWARE Total:				48.28

Vendor: 10810 - WILLIAM F TUCKER**3626 SE CR 3255****BUTLER, MO 64730**

WILLIAM F TUCKER	522	07/19/2022	MOWING-FIRE/EMS	148.00
WILLIAM F TUCKER	522	07/19/2022	MOWING-PW GROUNDS	2,609.00
WILLIAM F TUCKER	522	07/19/2022	MOWING-WWTP	766.00
WILLIAM F TUCKER	522	07/19/2022	MOWING-CEMETERY	3,976.00
WILLIAM F TUCKER	622	07/19/2022	MOWING-FIRE/EMS	148.00
WILLIAM F TUCKER	622	07/19/2022	MOWING-PW GROUNDS	2,846.00
WILLIAM F TUCKER	622	07/19/2022	MOWING-WWTP	766.00
WILLIAM F TUCKER	622	07/19/2022	MOWING-CEMETERY	3,976.00
Vendor 10810 - WILLIAM F TUCKER Total:				15,235.00

Vendor: 8411 - WILSON & COMPANY ENGINEERS**PO BOX 75126****CHICAGO, IL 60675-5126**

WILSON & COMPANY ENGINE	106503	07/19/2022	138th Street Engineering Contract Amendment	3,732.00
WILSON & COMPANY ENGINE	106504	07/19/2022	INSPECTION FEES - OLD DOMINION FL - WILSON AND CO	830.35
WILSON & COMPANY ENGINE	106507	07/19/2022	2nd Street Waterline Replacement Design Services	1,575.00
Vendor 8411 - WILSON & COMPANY ENGINEERS Total:				6,137.35

Grand Total: 663,788.21

Memorandum

Date: July 25, 2022
To: Mayor and City Council
From: Tillie LaPlante

Subject: 2nd Quarter 2022 Financial Reports

Recommendation: Staff recommends approval.

Action: Make a motion to approve the 2nd Quarter 2022 Financial Reports.

Background:

Discussion:

Financial Impact:



Bonner Springs, KS

Budget Report Group Summary

For Fiscal: 2022 Period Ending: 06/30/2022

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 013 - BONNER SPRING TIF INCREMENT							
Revenue	270,000.00	270,000.00	64,564.18	239,043.58	0.00	-30,956.42	88.53 %
Expense	270,000.00	270,000.00	64,564.18	239,043.58	0.00	30,956.42	88.53 %
Fund: 013 - BONNER SPRING TIF INCREMENT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Fund: 300 - General Fund							
Revenue	9,731,095.00	9,731,095.00	1,767,299.30	6,630,581.23	0.00	-3,100,513.77	68.14 %
Expense	10,425,741.00	10,425,741.00	923,997.06	4,406,724.18	8,800.00	6,010,216.82	42.35 %
Fund: 300 - General Fund Surplus (Deficit):	-694,646.00	-694,646.00	843,302.24	2,223,857.05	-8,800.00	2,909,703.05	-318.88 %
Fund: 410 - Solidwaste							
Revenue	490,764.00	490,764.00	41,174.22	246,073.75	0.00	-244,690.25	50.14 %
Expense	490,609.00	490,609.00	40,717.43	244,304.58	232,035.60	14,268.82	97.09 %
Fund: 410 - Solidwaste Surplus (Deficit):	155.00	155.00	456.79	1,769.17	-232,035.60	-230,421.43	18,558.99 %
Fund: 420 - Wastewater Coll & Treat							
Revenue	2,147,924.00	2,147,924.00	184,962.87	1,125,839.18	0.00	-1,022,084.82	52.42 %
Expense	2,526,264.00	2,526,264.00	284,459.87	1,103,899.79	141,345.00	1,281,019.21	49.29 %
Fund: 420 - Wastewater Coll & Treat Surplus (Deficit):	-378,340.00	-378,340.00	-99,497.00	21,939.39	-141,345.00	258,934.39	31.56 %
Fund: 430 - Water Treat & Distribu							
Revenue	2,753,556.00	2,753,556.00	240,861.92	1,327,927.61	0.00	-1,425,628.39	48.23 %
Expense	2,297,375.00	2,297,375.00	-87,587.11	1,112,592.54	163,861.82	1,020,920.64	55.56 %
Fund: 430 - Water Treat & Distribu Surplus (Deficit):	456,181.00	456,181.00	328,449.03	215,335.07	-163,861.82	-404,707.75	11.28 %
Fund: 480 - Capital Improvement Sales Tax							
Revenue	532,500.00	532,500.00	60,423.49	331,458.19	0.00	-201,041.81	62.25 %
Expense	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00	0.00 %
Fund: 480 - Capital Improvement Sales Tax Surplus (Deficit):	232,500.00	232,500.00	60,423.49	331,458.19	0.00	98,958.19	142.56 %
Fund: 485 - Library Sales Tax							
Revenue	1,900.00	1,900.00	570.59	1,559.29	0.00	-340.71	82.07 %
Expense	33,100.00	33,100.00	6,629.00	6,629.00	0.00	26,471.00	20.03 %
Fund: 485 - Library Sales Tax Surplus (Deficit):	-31,200.00	-31,200.00	-6,058.41	-5,069.71	0.00	26,130.29	16.25 %
Fund: 491 - BS Center CID City Contribution							
Revenue	75,000.00	75,000.00	9,399.07	56,488.13	0.00	-18,511.87	75.32 %
Expense	75,000.00	75,000.00	0.00	47,089.06	0.00	27,910.94	62.79 %
Fund: 491 - BS Center CID City Contribution Surplus (Deficit):	0.00	0.00	9,399.07	9,399.07	0.00	9,399.07	0.00 %

Budget Report

For Fiscal: 2022 Period Ending: 06/30/2022

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 492 - BS Center CID Sales Tax							
Revenue	105,000.00	105,000.00	10,062.08	51,276.50	0.00	-53,723.50	48.83 %
Expense	105,000.00	105,000.00	1,157.50	29,284.05	0.00	75,715.95	27.89 %
Fund: 492 - BS Center CID Sales Tax Surplus (Deficit):	0.00	0.00	8,904.58	21,992.45	0.00	21,992.45	0.00 %
Fund: 497 - Cemetery Fund							
Revenue	116,714.00	116,714.00	6,963.30	47,176.12	0.00	-69,537.88	40.42 %
Expense	116,714.00	116,714.00	6,963.30	49,262.52	0.00	67,451.48	42.21 %
Fund: 497 - Cemetery Fund Surplus (Deficit):	0.00	0.00	0.00	-2,086.40	0.00	-2,086.40	0.00 %
Fund: 505 - Convention & Tourism							
Revenue	100,600.00	100,600.00	252.95	74,850.84	0.00	-25,749.16	74.40 %
Expense	149,517.00	149,517.00	6,278.66	70,535.13	0.00	78,981.87	47.18 %
Fund: 505 - Convention & Tourism Surplus (Deficit):	-48,917.00	-48,917.00	-6,025.71	4,315.71	0.00	53,232.71	-8.82 %
Fund: 510 - Debt Service							
Revenue	2,344,742.00	2,344,742.00	595,918.02	1,876,301.37	0.00	-468,440.63	80.02 %
Expense	2,852,619.00	2,852,619.00	0.00	306,912.50	0.00	2,545,706.50	10.76 %
Fund: 510 - Debt Service Surplus (Deficit):	-507,877.00	-507,877.00	595,918.02	1,569,388.87	0.00	2,077,265.87	-309.01 %
Fund: 515 - Drug & Alcohol							
Revenue	35,525.00	35,525.00	8,252.71	47,988.04	0.00	12,463.04	135.08 %
Expense	74,710.00	74,710.00	2,059.17	23,855.02	0.00	50,854.98	31.93 %
Fund: 515 - Drug & Alcohol Surplus (Deficit):	-39,185.00	-39,185.00	6,193.54	24,133.02	0.00	63,318.02	-61.59 %
Fund: 522 - Emergency Services Capital							
Revenue	531,800.00	531,800.00	60,124.70	330,867.24	0.00	-200,932.76	62.22 %
Expense	575,415.00	575,415.00	52,677.26	245,326.43	53,852.37	276,236.20	51.99 %
Fund: 522 - Emergency Services Capital Surplus (Deficit):	-43,615.00	-43,615.00	7,447.44	85,540.81	-53,852.37	75,303.44	-72.65 %
Fund: 525 - Library							
Revenue	473,378.00	473,378.00	174,470.33	430,451.63	0.00	-42,926.37	90.93 %
Expense	473,378.00	473,378.00	182,255.06	439,292.46	0.00	34,085.54	92.80 %
Fund: 525 - Library Surplus (Deficit):	0.00	0.00	-7,784.73	-8,840.83	0.00	-8,840.83	0.00 %
Fund: 530 - Park Dedication Fund							
Revenue	2,325.00	2,325.00	106.03	3,288.83	0.00	963.83	141.46 %
Fund: 530 - Park Dedication Fund Surplus (Deficit):	2,325.00	2,325.00	106.03	3,288.83	0.00	963.83	141.46 %
Fund: 535 - Risk Management							
Revenue	350.00	350.00	99.99	273.24	0.00	-76.76	78.07 %
Expense	113,323.00	113,323.00	0.00	0.00	0.00	113,323.00	0.00 %
Fund: 535 - Risk Management Surplus (Deficit):	-112,973.00	-112,973.00	99.99	273.24	0.00	113,246.24	-0.24 %
Fund: 540 - Senior Center							
Revenue	86,231.00	86,231.00	4,165.71	25,708.63	0.00	-60,522.37	29.81 %
Expense	86,231.00	86,231.00	5,259.88	30,236.00	0.00	55,995.00	35.06 %

Budget Report

For Fiscal: 2022 Period Ending: 06/30/2022

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 540 - Senior Center Surplus (Deficit):	0.00	0.00	-1,094.17	-4,527.37	0.00	-4,527.37	0.00 %
Fund: 543 - Sidewalk Escrow							
Revenue	150.00	150.00	44.32	121.12	0.00	-28.88	80.75 %
Expense	45,539.00	45,539.00	0.00	0.00	0.00	45,539.00	0.00 %
Fund: 543 - Sidewalk Escrow Surplus (Deficit):	-45,389.00	-45,389.00	44.32	121.12	0.00	45,510.12	-0.27 %
Fund: 545 - Soccer							
Revenue	18,500.00	18,500.00	117.64	8,907.64	0.00	-9,592.36	48.15 %
Expense	15,264.00	15,264.00	786.93	6,231.92	0.00	9,032.08	40.83 %
Fund: 545 - Soccer Surplus (Deficit):	3,236.00	3,236.00	-669.29	2,675.72	0.00	-560.28	82.69 %
Fund: 550 - Special Parks & Rec							
Revenue	35,750.00	35,750.00	8,168.16	47,810.60	0.00	12,060.60	133.74 %
Expense	82,000.00	54,000.00	9,449.00	9,924.25	5,265.00	38,810.75	28.13 %
Fund: 550 - Special Parks & Rec Surplus (Deficit):	-46,250.00	-18,250.00	-1,280.84	37,886.35	-5,265.00	50,871.35	-178.75 %
Fund: 555 - Street Projects							
Revenue	640,000.00	640,000.00	36,629.81	191,517.52	0.00	-448,482.48	29.92 %
Expense	850,000.00	850,000.00	369,828.00	374,028.00	273,745.79	202,226.21	76.21 %
Fund: 555 - Street Projects Surplus (Deficit):	-210,000.00	-210,000.00	-333,198.19	-182,510.48	-273,745.79	-246,256.27	217.26 %
Fund: 560 - Summer Ball							
Revenue	22,100.00	22,100.00	1,431.80	12,683.26	0.00	-9,416.74	57.39 %
Expense	21,283.00	21,283.00	7,728.74	8,946.00	0.00	12,337.00	42.03 %
Fund: 560 - Summer Ball Surplus (Deficit):	817.00	817.00	-6,296.94	3,737.26	0.00	2,920.26	457.44 %
Fund: 565 - Summer Recreation							
Revenue	160,400.00	160,400.00	13,098.08	64,095.34	0.00	-96,304.66	39.96 %
Expense	145,646.00	145,646.00	15,714.54	28,138.26	0.00	117,507.74	19.32 %
Fund: 565 - Summer Recreation Surplus (Deficit):	14,754.00	14,754.00	-2,616.46	35,957.08	0.00	21,203.08	243.71 %
Fund: 570 - Swimming Pool							
Revenue	251,406.00	251,406.00	67,878.00	101,049.33	0.00	-150,356.67	40.19 %
Expense	251,406.00	251,406.00	60,786.23	69,523.78	0.00	181,882.22	27.65 %
Fund: 570 - Swimming Pool Surplus (Deficit):	0.00	0.00	7,091.77	31,525.55	0.00	31,525.55	0.00 %
Fund: 575 - Tiblow Transit							
Revenue	88,754.00	88,754.00	5,681.10	29,872.90	0.00	-58,881.10	33.66 %
Expense	85,150.00	85,150.00	4,378.55	25,245.12	0.00	59,904.88	29.65 %
Fund: 575 - Tiblow Transit Surplus (Deficit):	3,604.00	3,604.00	1,302.55	4,627.78	0.00	1,023.78	128.41 %
Fund: 590 - Stormwater Utility							
Revenue	111,600.00	111,600.00	9,505.59	56,501.62	0.00	-55,098.38	50.63 %
Expense	168,688.00	168,688.00	13,351.50	69,218.35	0.00	99,469.65	41.03 %
Fund: 590 - Stormwater Utility Surplus (Deficit):	-57,088.00	-57,088.00	-3,845.91	-12,716.73	0.00	44,371.27	22.28 %
Report Surplus (Deficit):	-1,501,908.00	-1,473,908.00	1,400,771.21	4,413,470.21	-878,905.58	5,008,472.63	-239.81 %

2nd Quarter 2022 Investment Report

Fund	Total Cash Available 6/30/2022	2nd Quarter Interest Total
014 - FEMA Mitigation Grant	(\$259.19)	\$0.00
022 - Bonner Pointe TIF Fund	\$2,342.71	\$0.00
023 - Court/Service Bond	\$71,769.71	\$126.40
024 - Alcohol/Drug Safety	\$26,086.00	\$0.00
036 - Water Meter Replacement Project	\$723,324.40	\$1,411.71
045 - Scannell Properties Funding Agreement	\$2,073.65	\$0.00
071 - Payroll Clearing	(\$960.62)	\$0.00
072 - Clearing Fund	\$11,177.26	\$0.00
073 - Law Enforcement Tr	\$95.09	\$0.18
074 - Asset Forfeiture Trst Fund	\$2,016.22	\$3.74
077 - Senior Ctr Trust Fund	\$14,983.17	\$27.82
078 - Bonner Beautiful Trust Fund	\$1,482.23	\$2.87
080 - Cemetery Trust	\$2,766.07	\$5.23
082 - Police Canine Trust	\$692.73	\$1.28
083 - Sr Trust Scholarship	\$592.05	\$1.10
086 - Police Trust Fund	\$551.76	\$1.03
090 - Recreation Scholarship Fund	\$27,235.35	\$51.36
091 - Centennial Park Fund	\$757.00	\$0.00
103 - Fire Equipment Grant	\$9,476.29	\$0.00
106 - LLEBG 96-LB-VX-2652	\$131.60	\$0.00
300 - General Fund	\$8,884,663.47	\$15,966.04
410 - Solidwaste	\$120,522.65	\$222.84
420 - Wastewater Coll & Treat	\$893,549.54	\$1,855.97
430 - Water Treat & Distribu	\$2,230,566.92	\$3,857.69
480 - Capital Improvement Sales Tax	\$1,149,052.68	\$2,063.53
485 - Library Sales Tax	\$585,893.20	\$1,088.38
491 - BS Center CID City Contribution	\$9,399.07	\$0.00
492 - BS Center CID Sales Tax	\$21,992.45	\$0.00
505 - Convention & Tourism	\$259,733.46	\$490.17
510 - Debt Service	\$2,099,638.70	\$3,313.30
515 - Drug & Alcohol	\$178,397.57	\$330.18
522 - Emergency Services Capital	\$842,243.65	\$1,554.40
525 - Library	(\$8,976.96)	\$0.00
530 - Park Dedication Fund	\$108,870.68	\$202.25
532 - Powell Dr-43rd Street	\$289,253.80	\$537.34
533 - JO CO Riverfront Park	\$323,161.43	\$600.32
535 - Risk Management	\$102,669.92	\$190.73
543 - Sidewalk Escrow	\$45,509.26	\$84.54
545 - Soccer	\$9,894.78	\$20.30
550 - Special Parks & Rec	\$91,579.76	\$175.72
555 - Street Projects	\$202,493.81	\$671.10
560 - Summer Ball	\$4,413.56	\$13.98
565 - Summer Recreation	\$143,393.70	\$265.01
570 - Swimming Pool	\$31,527.65	\$0.00
575 - Tiblow Transit	\$24,097.25	\$0.00
590 - Stormwater Utility	\$95,546.55	\$181.78
610 - Equipment Reserve Fund	\$340,650.60	\$632.81
620 - Capital Improvement Reserve	\$1,921,847.59	\$3,596.53
630 - ARPA Grant Fund	\$255,100.42	\$248.44
	\$22,153,020.64	\$39,796.07

**BONNER SPRINGS TREASURER'S QUARTERLY FINANCIAL REPORT
FOR THE PERIOD APRIL 1, 2022 THROUGH JUNE 30, 2022**

Fund	Balance 04/01/2022	Revenues	Expenses	Transfers	Balance 06/30/2022
013 - BONNER SPRING TIF INCREMENT	0.00	64,564.18	64,564.18	0.00	0.00
014 - FEMA Mitigation Grant	(259.19)	0.00	0.00	0.00	(259.19)
022 - Bonner Pointe TIF Fund	2,342.71	0.00	0.00	0.00	2,342.71
023 - Court/Service Bond	69,998.83	23,868.37	22,097.49	0.00	71,769.71
024 - Alcohol/Drug Safety	26,086.00	0.00	0.00	0.00	26,086.00
029 - Water Treatment Plant	0.00	0.00	234,121.50	234,121.50	0.00
030 - Govt Services Center - 1918 Bldg	0.00	0.00	310.00	310.00	0.00
031 - 138th Street Project	0.00	0.00	17,799.00	17,799.00	0.00
034 - Traffic Signal Modernization Project	0.00	0.00	1,955.00	1,955.00	0.00
036 - Water Meter Replacement Project	956,014.69	1,411.71	234,102.00	0.00	723,324.40
045 - Scannell Properties Funding Agreement	0.00	28,782.00	26,708.35	0.00	2,073.65
050 - InspectEngineering-Reimbursement	0.00	4,675.60	4,675.60	0.00	0.00
071 - Payroll Clearing	(195,322.19)	540,188.45	345,826.88	0.00	(960.62)
072 - Clearing Fund	2,839.61	23,777.88	15,440.23	0.00	11,177.26
073 - Law Enforcement Tr	94.91	0.18	0.00	0.00	95.09
074 - Asset Forfeiture Trst Fund	2,012.48	3.74	0.00	0.00	2,016.22
077 - Senior Ctr Trust Fund	14,945.35	37.82	0.00	0.00	14,983.17
078 - Bonner Beautiful Trust Fund	1,639.36	2.87	160.00	0.00	1,482.23
080 - Cemetery Trust	2,885.84	30.23	150.00	0.00	2,766.07
082 - Police Canine Trust	691.45	1.28	0.00	0.00	692.73
083 - Sr Trust Scholarship	590.95	1.10	0.00	0.00	592.05
086 - Police Trust Fund	550.73	1.03	0.00	0.00	551.76
090 - Recreation Scholarship Fund	28,133.99	51.36	950.00	0.00	27,235.35
091 - Centennial Park Fund	607.00	150.00	0.00	0.00	757.00
103 - Fire Equipment Grant	9,476.29	0.00	0.00	0.00	9,476.29
106 - LLEBG 96-LB-VX-2652	131.60	0.00	0.00	0.00	131.60
300 - General Fund	8,172,441.47	3,068,720.91	2,396,183.13	39,684.22	8,884,663.47
410 - Solidwaste	120,362.19	122,329.40	116,034.45	(6,134.49)	120,522.65
420 - Wastewater Coll & Treat	1,149,590.07	559,867.53	517,881.55	(298,026.51)	893,549.54
430 - Water Treat & Distribu	2,096,885.01	917,381.17	677,474.73	(106,224.53)	2,230,566.92
480 - Capital Improvement Sales Tax	982,078.77	166,973.91	0.00	0.00	1,149,052.68
485 - Library Sales Tax	584,804.82	1,088.38	0.00	0.00	585,893.20
491 - BS Center CID City Contribution	47,089.06	0.00	47,089.06	9,399.07	9,399.07
492 - BS Center CID Sales Tax	26,720.22	23,149.95	27,877.72	0.00	21,992.45
497 - Cemetery Fund	0.00	8,630.00	24,130.60	15,500.60	0.00
505 - Convention & Tourism	299,930.01	24,270.05	64,466.60	0.00	259,733.46
510 - Debt Service	1,094,294.50	393,107.68	0.00	612,236.52	2,099,638.70
515 - Drug & Alcohol	187,665.93	8,409.15	11,500.00	(6,177.51)	178,397.57
522 - Emergency Services Capital	841,772.59	167,152.46	45,019.40	(121,662.00)	842,243.65
525 - Library	(445.87)	179,852.61	188,383.70	0.00	(8,976.96)
530 - Park Dedication Fund	108,668.43	202.25	0.00	0.00	108,870.68
532 - Powell Dr-43rd Street	288,716.46	537.34	0.00	0.00	289,253.80
533 - JO CO Riverfront Park	322,561.11	600.32	0.00	0.00	323,161.43
535 - Risk Management	102,479.19	190.73	0.00	0.00	102,669.92
540 - Senior Center	2,511.13	6,622.00	19,524.76	10,391.63	0.00
543 - Sidewalk Escrow	45,424.72	84.54	0.00	0.00	45,509.26
545 - Soccer	15,285.23	624.80	6,015.25	0.00	9,894.78
550 - Special Parks & Rec	99,686.82	8,254.69	16,361.75	0.00	91,579.76
555 - Street Projects	482,232.58	94,289.23	374,028.00	0.00	202,493.81
560 - Summer Ball	4,079.47	9,327.59	8,993.50	0.00	4,413.56
565 - Summer Recreation	129,506.30	34,830.44	20,943.04	0.00	143,393.70
570 - Swimming Pool	445.59	97,378.50	66,296.44	0.00	31,527.65
575 - Tiblow Transit	28,543.53	10,825.49	15,271.77	0.00	24,097.25
590 - Stormwater Utility	104,777.30	28,105.28	2,639.53	(34,696.50)	95,546.55
610 - Equipment Reserve Fund	340,017.79	632.81	0.00	0.00	340,650.60
620 - Capital Improvement Reserve	1,954,805.50	3,596.53	16,490.44	(20,064.00)	1,921,847.59
630 - ARPA Grant Fund	0.00	603,512.42	0.00	(348,412.00)	255,100.42
	20,556,390.33	7,228,095.96	5,631,465.65	0.00	22,153,020.64

AVAILABLE CASH:	\$22,153,020.64
GENERAL OBLIGATION DEBT	\$22,155,000.00
OUTSTANDING WARRANT CHECKS:	\$792,291.20

I, TILLIE LAPLANTE, FINANCE DIRECTOR, DO CERTIFY THAT THE ABOVE IS CORRECT.

Memorandum

Date: July 25, 2022
To: Mayor and City Council
From: Christina Brake

Subject: Appointments to Boards and Commissions

Recommendation: Staff recommends approval.

Action: Make a motion to approve the appointments to boards and commissions as presented.

Background: Planning Commission- reappoint Larry Clark, Paul Zeps and Greg Gebauer for additional three-year terms.

Discussion:

Financial Impact:

Memorandum

Date: July 25, 2022
To: Mayor and City Council
From:

Subject: Unified Development Ordinance Contract Amendment for Phases 2 & 3

Recommendation: Staff recommends approval.

Action: Make a motion to approve a contract amendment with Freese and Nichols to perform Phases 2 & 3 of the Unified Development Ordinance, for an amount not to exceed \$170,000.

Background: At the October 11, 2021 Council Meeting, Council awarded the contract for Phase 1 of the Unified Development Ordinance (UDO) to Freese and Nichols. Phase 1 of the UDO included a diagnostic and analysis report reviewing existing codes and plans with stakeholder input.

Discussion: On June 6, 2022, the City held a joint City Council and Planning Commission meeting to discuss the UDO Phase 1 diagnostic and analysis report of the existing codes and plans. Following that meeting, Freese and Nichols reviewed and updated the timeline and budget proposal for Phases 2 & 3, both of which are attached. Phases 2 & 3 draft the UDO using the diagnostic report from Phase 1 as a guide, and supports the City through the final adoption process.

More specifically, Phase 2 drafts the UDO which includes development of districts, use listings, standards and processes to administer zoning and development activities. It combines the current Zoning Ordinance, Subdivision Regulations, and Sign Regulations into one document. Phase 3 includes meetings, workshops, and revisions to finalize the document and adopt the UDO.

Financial Impact: Phase 1 of the UDO project had a total budget of \$40,571, and has \$10,752 remaining in the fund. The budget in the Capital Reserve Fund totals \$45,000 in 2021 for Phase 1, and \$175,000 in 2022 for Phases 2 & 3, for a total budget of \$220,000. This contract amendment would bring the total maximum cost for the project, with the original amount for Phase 1, to \$210,571 which is under budget.

Inified Development Ordinance (UDO)

Budget Overview

Unified Development Ordinance: Phase 1 *updated*

TASK	FEE
Code Diagnostic and Analysis Report	
*Project Management, QA/QC	\$4,474
Project Team Meetings	\$11,506
Diagnostic Report	\$24,591
TOTAL PHASE 1 FEE	\$40,571

Unified Development Ordinance: Phase 2

TASK	FEE	
Draft Unified Development Code		
*Project Management, QA/QC	\$9,070	\$16,350
Project Team Meetings	\$18,792	\$18,600
General Provisions	\$13,863	\$14,655
Subdivisions	\$14,711	\$13,935
Design Standards	\$13,179	\$20,167
Zoning	\$44,056	\$38,678
Signs	\$11,145	\$11,436
TOTAL PHASE 2 FEE	\$124,816	\$133,821

Unified Development Ordinance: Phase 3

TASK	FEE	
Unified Development Code Adoption		
*Project Management, QA/QC	\$2,787	\$7,691
Joint PC and CC Workshop	\$8,159	\$8,115
Draft and Revisions	\$26,107	\$20,373
TOTAL PHASE 3 FEE	\$37,053	\$36,179

Phase 1		\$40,571
Phases 2 & 3		<u>\$170,000</u>
Unified Development Ordinance (all phases)	\$202,440	\$210,571

Reimbursable Expenses

Each in-person meeting (travel costs)	\$6,500
<i>2 staff (includes food, lodging, flights, rental car, travel time)</i>	



PROFESSIONAL SERVICES AGREEMENT
AMENDMENT No. 1

CITY OF BONNER SPRINGS, KS
200 E 3RD STREET
BONNER SPRINGS, KS 66012

FNI PROJECT NO. BPR21810

DATE: 07/05/2022

Project Name: Unified Development Ordinance

Description of Services: Addition of phases 2 and 3 to draft a unified development ordinance using the diagnostic report (phase 1 deliverable) as a guide and supporting the City through the adoption process as described in the original scope of work.

Amended Deliverables: Draft Unified Development Ordinance, Final Unified Development Ordinance

Amended Schedule: 16 months from contract approval per updated project schedule (attached)

Compensation shall be amended as follows: A not to exceed amount of One Hundred Seventy Thousand Dollars (\$170,000.00)

Current Contract Amount:	\$40,571.00
Amount of this Amendment:	\$170,000.00
Revised Total Amount Authorized:	\$210,571.00

The above described services shall proceed upon execution of this amendment. All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

FREESE AND NICHOLS, INC.

BONNER SPRINGS, KS

BY: Trey Shanks

BY: _____

TREY SHANKS

Print Name

Print Name

TITLE: VICE-PRESIDENT/PRINCIPAL

TITLE: _____

DATE: 7-5-2022

DATE: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

PROJECT UNDERSTANDING:

The development of the Unified Development Code will be structured in three Phases. The scope of services for Phases 2 and 3 are guided by the results of Phase 1 efforts, and separate City Council authorization will be required prior to initiation of Phase 2 or 3 services.

SCOPE OF SERVICES:

Unified Development Ordinance Phase 1 – Code Diagnostic & Analysis Report

The FNI team will provide the following initial phase of work, which includes code diagnostic and analysis report.

Code Diagnostic & Analysis Report

Produce a Code Diagnostic and Analysis Report to lay the foundation for revising the City's existing land development codes. Focus efforts during this Diagnostic phase to streamline the remainder of the process by identifying issues with all Code users and stakeholders, discussing potential resolutions, and identifying the selected course of action.

The FNI team will conduct up to 4 virtual stakeholder meetings, not to exceed a total of 8 hours. Stakeholders will be identified, and virtual meetings will be scheduled by City staff in consultation with the project team.

The FNI team will meet with City staff virtually twice to determine desired outcomes for the Code Diagnostic and Analysis Report and to review the report. The draft report will be presented to the Planning and Zoning Commission virtually during a regularly scheduled meeting.

PHASE 1 DELIVERABLES AND MEETINGS:

A. Deliverables

1. Code diagnostic and analysis report

B. Meetings – all meetings will be conducted virtually

1. Kick-off meeting
2. Stakeholder interviews (not to exceed 8 hours)
3. Community open house (virtual via project website)
4. Meet with staff to review draft report
5. Present draft report to planning commission

Unified Development Ordinance: Phase 2 - Draft Unified Development Ordinance

Using the Code Diagnostic & Analysis Report as a guide, the second phase of this effort will include the development of districts, use listings, standards and processes to administer zoning and development activities for the City and the Loring Service Area.

The UDO will include the following components from the City's existing code of ordinances:

- Zoning Ordinance
- Subdivision Regulations
- Signs

The work plan for developing the Draft UDO will include the following sections:

- General provisions and definitions
- Zoning districts and zoning standards
- Zoning procedures
- Subdivision standards and procedures
- Design standards
- Signs

Key issues that may be addressed in the Draft UDO include:

- Illustrations whenever possible to clearly depict intent of regulations
- Flexibility to allow for higher quality, creative developments
- Innovative subdivision/lot design to create dynamic and desirable neighborhoods
- Streamlined procedures
- Updated terms and definitions
- Reorganization of the regulations to improve readability and administration
- Inclusion of housing types to support choice and affordability
- Review of permitted and special uses and applicable additional conditions
- Review and update of parking requirements
- Overall consistency and alignment with the policies of the updated Comprehensive Plan
- Other issues identified in Code Diagnostic and Analysis Report

The draft, review, and revision process for this Phase shall be as follows:

1. Preparation of one working draft for each of the sections, which may involve multiple sections within the same working draft
2. One review by City staff within 14 calendar days of receipt of the working draft
3. One revision by FNI following receipt of review comments

The FNI team proposes at one virtual mid-point presentation to the Planning Commission and City Council to provide a status update and request feedback on any open policy issues.

PHASE 2 DELIVERABLES AND MEETINGS:

- A. Deliverables
 1. Draft Unified Development Ordinance
- B. Meetings – all meetings will be conducted virtually
 1. A maximum of six (6) collaboration meetings with staff to review sections of the working draft of the UDO
 2. Meeting with staff to review the complete draft UDO
 3. Mid-point presentation to the Planning Commission and City Council to provide a status update and request feedback on any open policy issues (joint meeting)
 4. Presentation of the final draft UDO to the Planning Commission and City Council (joint meeting)

Unified Development Ordinance: Phase 3 - Unified Development Code Adoption

The final phase of the UDO project will guide the City through the adoption process. This step will result in the adoption of the new UDO to serve the City moving forward. Phase 3 includes materials for City staff to

conduct follow-up meetings with the stakeholders involved in Phase 1 to discuss how their issues have been addressed in the draft and request feedback on the proposed resolutions. This feedback loop helps to ensure that the community's issues have been addressed and to reassure the community that their input is important to the City. The FNI team will conduct one virtual joint workshop for the Planning Commission and City Council which may also serve as an adoption hearing.

PHASE 3 DELIVERABLES AND MEETINGS:

- A. Deliverables
 - 1. Final Unified Development Ordinance
- B. Meetings – all meetings will be conducted virtually
 - 1. Joint workshop for the Planning Commission and City Council

ARTICLE II

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Client, which are not included in the above described basic services, are described as follows:

- A. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
- B. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- D. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- E. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- F. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- G. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- H. Providing document revisions in excess of those outlined in Article I.

ARTICLE III

TIME OF COMPLETION: FNI is authorized to commence work on the **Phase 1** of the Project upon execution of this Agreement and agrees to complete the services within **six (6) months**.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Client or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and will be based upon rates outlined in Attachment CO.

ARTICLE IV

RESPONSIBILITIES OF OWNER: Client shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Provide meeting space and coordinate equipment needs, room set up, and logistics for meetings outlined in Article I.
- B. Contact meeting invitees for stakeholder and public meeting(s). This includes email, mail, newsletter or other forms of notification.
- C. Examine and provide prompt feedback on all submittals, draft reports, sketches, drawings, and other documents presented by FNI within a reasonable time so as not to delay the services of FNI. Client comments should be consolidated with clear and concise edits, preferably typed for legibility.
- D. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to FNI's services for the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Bear all costs incident to compliance with the requirements of this Article IV.

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI designates the following representatives:

FNI's Project Representative

Name: Dawn T. Warrick
E-mail: Dawn.warrick@freese.com
Phone: (539) 202-1818

FNI's Accounting Representative

Name: Stephanie Kirchstein
E-mail: Stephanie.kirchstein@freese.com
Phone: 214-217-2212

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Seventy Thousand Dollars (\$170,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>
Professional 1	112
Professional 2	137
Professional 3	153
Professional 4	177
Professional 5	207
Professional 6	236
Construction Manager 1	97
Construction Manager 2	120
Construction Manager 3	131
Construction Manager 4	164
CAD Technician/Designer 1	96
CAD Technician/Designer 2	123
CAD Technician/Designer 3	152
Corporate Project Support 1	91
Corporate Project Support 2	110
Corporate Project Support 3	146
Intern / Coop	56
Senior Advisor	175

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2022.

1062022

Task		2021												2022												2023											
		N	D	J	F	M	A	M	J	J	A	S	O	H	D	J	F	M	A	M	J	J	A	S	O												
Phase 1: Diagnostic & Analysis Report	FNI Internal Kickoff																																				
	FNI and City Staff to kickoff the project																																				
	FNI to conduct detailed review of existing Codes and Comprehensive Plan																																				
	FNI to conduct Stakeholder Interviews (4 hours / 2 days)																																				
	Community Open House (virtual)																																				
	Draft Code Diagnostic & Analysis Report to City Staff																																				
	FNI and City Staff review the draft Code Diagnostic & Analysis Report																																				
	Revised Code Diagnostic & Analysis Report to City Staff																																				
	FNI to present the draft Code Diagnostic & Analysis Report at joint workshop with Planning Commission and City Council for feedback and direction (virtual)																																				
	Final Code Diagnostic & Analysis Report to City Staff																																				
Phase 2	General Provisions: FNI to prepare draft, review with City staff and revise draft																																				
	Subdivisions: FNI to prepare draft, review with City staff and revise draft																																				
	Design Standards: FNI to prepare draft, review with City staff and revise draft																																				
	Mid-project update to Planning Commission and City Council																																				
	Zoning (part 1): FNI to prepare draft, review with City staff and revise draft																																				
	Zoning (part 2): FNI to prepare draft, review with City staff and revise draft																																				
	Signs: FNI to prepare draft, review with City staff and revise draft																																				
	Project update to Planning Commission and City Council to review progress and request feedback on any open issues																																				
	Comprehensive Review: FNI to prepare draft, review with City staff and revise draft																																				
	FNI to conduct a workshop with Planning Commission and City Council																																				
Phase 3	Planning Commission public hearing to consider recommendation																																				
	City Council public hearing to consider adoption																																				

• Circles indicate (virtual) meetings

Light shading indicates associated work effort

Memorandum

Date: July 25, 2022
To: Mayor and City Council
From: Amber Vogan

Subject: Resolution Setting a Public Hearing to Consider the Formation of a Rural Housing Incentive District

Recommendation: Staff and Bond Counsel recommend approval.

Action: Make a motion to adopt a resolution setting the date and time of a Public Hearing to consider establishing a Rural Housing Incentive District and adopting a Plan for the development of housing and public facilities in the District.

Background: The Sandstone Townhome development will include 140 2- and 3-bedroom market-rate townhomes, some with a basement and/or garage, as well as community recreation amenities such as trails and shelters. Total project costs are estimated at \$26 million. A rendering of the project is attached. The developer hopes to begin work this Fall with the first rentable townhomes available in early to mid-2023.

To complete the project, the developer has requested the City consider a Rural Housing Incentive District (RHID) to reimburse the costs of financing public improvements such as certain land acquisition cost; site preparation; sanitary and storm sewers and lift stations; drainage conduits, channels, and levees; street grading, paving, curbs, and gutters; street lighting; underground public and limited private utilities; sidewalks; and water mains and extensions. The estimated cost of these public improvements is \$3 to 5 million. A Rural Housing Incentive District uses proceeds from the incremental real property taxes (the increased assessment/tax not to include the current taxes) to pay for the aforementioned eligible expenses.

Discussion: At the June 13, 2022 Council Meeting, Council adopted a Resolution adopting the Housing Needs Analysis determining a need for housing within the City and proposing a Rural Housing Incentive District. This resolution was published in the Wyandotte Echo on June 17, 2022, and forwarded to the Secretary of Commerce for review. On July 7, 2022, the City received a response from David Toland, Lt. Governor and Secretary of Commerce, agreeing with and approving the findings set forth in the June 13, 2022, resolution and Housing Needs Analysis.

This resolution, which sets a public hearing to consider the District and adopt the Development Plan, is the next step of the process to establish a Rural Housing Incentive District. This resolution will be published in the Wyandotte Echo on September 1, 2022, which is no less than 30 days after it's adoption and at least one week prior to the hearing. As required by statute, certified copies of this resolution will be sent to the Board of Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas; the Board of Education of U.S.D. 204; and the Planning Commission of the City. While not statutorily required, the City will also send a copy to Kansas City Community College.

At the September 12, 2022, Council Meeting, the City will hold the public hearing and consider an ordinance to establish the District and adopt the final Development Plan and Agreement. The final Development Agreement will be included with this ordinance. The District is finalized after a 30-day protest period.

Financial Impact: Other than publication and mailing costs, this step of the process to establish a Rural Housing Incentive District does not have a significant financial impact. Per the attached Funding Agreement, the Developer agrees to set up an account to pay for related out-of-pocket costs to consider the Developer's request to set up an RHID and take action to comply with Kansas statutes in setting up the District. If established, the proposed Development Plan and Agreement would allow 75% of the incremental real property taxes, less an administrative fee of 1%, to be available to the Developer for reimbursement of eligible expenses for a period of 15 years or until reaching a reimbursement amount of \$5,000,000, whichever comes first. At that point, the reimbursement percentage will decrease each year by 5% for the remainder of the 25-year term or until reaching the cap of \$6,319,643, whichever comes first. A spreadsheet showing the annual taxes collected by the existing jurisdictions and the eligible reimbursement to the developer is attached. Terms of the Development Agreement to be finalized for the September 12, 2022, ordinance will include the final terms for the reimbursement and set the percentages which shall not be higher than the attachment.

RESOLUTION NO. 2022-

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTERS, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING (SANDSTONE RURAL HOUSING INCENTIVE DISTRICT)

WHEREAS, the Kansas Rural Housing Incentive District Act, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 to designate rural housing incentive districts (“RHIDs”) within such city; and

WHEREAS, any city governing body may designate one or more such districts in such city, and any county governing body may designate one or more such districts in any part of the unincorporated territory of such county; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and containing a legal description of property to be contained therein, a map of the existing parcels of real estate in the proposed district, and a statement of findings and determinations set forth in K.S.A. 12-5244(a); and

WHEREAS, after publishing such resolution at least once in the official newspaper of the city or county, the governing body of such city shall send a certified copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary review the resolution and advise the governing body whether the Secretary agrees with the finding contained therein; and

WHEREAS, if the Secretary agrees with such findings, the governing body may proceed with the establishment of a RHID within such city, and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Bonner Springs, Kansas (the “City”), has an estimated population of 7,838 and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed and adopted a Housing Needs Analysis on June 13, 2022 (the “Analysis”); and

WHEREAS, the Governing Body of the City adopted Resolution No. 2022-09 on June 13, 2022, which made certain findings relating to the need for financial incentives for the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of such Resolution and the Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary, pursuant to a letter dated June 22, 2022, authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the “District”), to be hereafter called the Sandstone Rural Housing Incentive District; and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed District in accordance with the provisions of the Act (the “Plan”); and

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-524;
2. The existing assessed valuation of the real estate in the proposed District listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District; and
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, which shows that the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such District; and

WHEREAS, the Governing Body of the City proposes to continue proceedings necessary to create the proposed District, in accordance with the provisions of the Act, and adopt the Plan, by the calling of a public hearing on such matters.

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

Section 1. Proposed Rural Housing Incentive District. The Governing Body hereby declares its intent to establish the proposed District within the City. The District is proposed to be formed within the boundaries of the real estate legally described in Exhibit A attached hereto, and shown on the map depicting the existing parcels of land attached hereto as Exhibit B. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land improvement values separately, is attached hereto as Exhibit C.

Section 2. Proposed Plan. The Governing Body hereby further declares its intent to adopt the Plan in substantially the form presented to the Governing Body on this date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in Exhibit D attached hereto. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in Exhibit E attached hereto.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on September 12, 2022 at City Hall, 200 E. Third Street, Bonner Springs, KS 66012; the public hearing to commence at 7:30 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

1. A certified copy of this Resolution shall be delivered to:
 - A. The Board of Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas;
 - B. The Board of Education of U.S.D. 204; and
 - C. The Planning Commission of the City; and
2. This Resolution, specifically including Exhibits A thru E attached hereto, shall be published at least once in the official newspaper of the City not less than one week or more than two weeks preceding the date of the public hearing; and
3. The Resolution, including Exhibits A thru E attached hereto, and the Plan shall be available for inspection at the office of the City Clerk during normal business hours. Members of the public are invited to review the Plan and attend the public hearing on the date announced in this Resolution.

Section 5. Further Action. The Mayor, City Manager, City Clerk and the officials and employees of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, KANSAS ON THIS 25TH DAY OF JULY, 2022.

CITY OF BONNER SPRINGS, KANSAS

(Seal)

Jeff Harrington, Mayor

ATTEST:

Christina Brake, City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of Resolution No. 2022-___ adopted by the Governing Body of the City on this 25th day of July, 2022, as the same appears of record in my office.

(Seal)

Christina Brake, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPOSED RURAL HOUSING INCENTIVE DISTRICT

546 N. 130TH STREET

The North One-half of the Northeast Quarter of the Southwest Quarter of Section 8, Township 11 South, Range 23 East of the Sixth Principal Meridian in Bonner Springs, Wyandotte County, Kansas, lying Northeasterly of Kansas Highway No. 7, except that part condemned by the Kansas Turnpike Authority in District County Cause No. 93895-A. Also, except a tract of land conveyed from the Agricultural Hall of Fame, Inc. to the State Highway Commission of Kansas, filed for record in Book 2059, on Page 1 and 2, on January 3, 1968.

EXHIBIT B

MAP OF SANDSTONE RHID DISTRICT

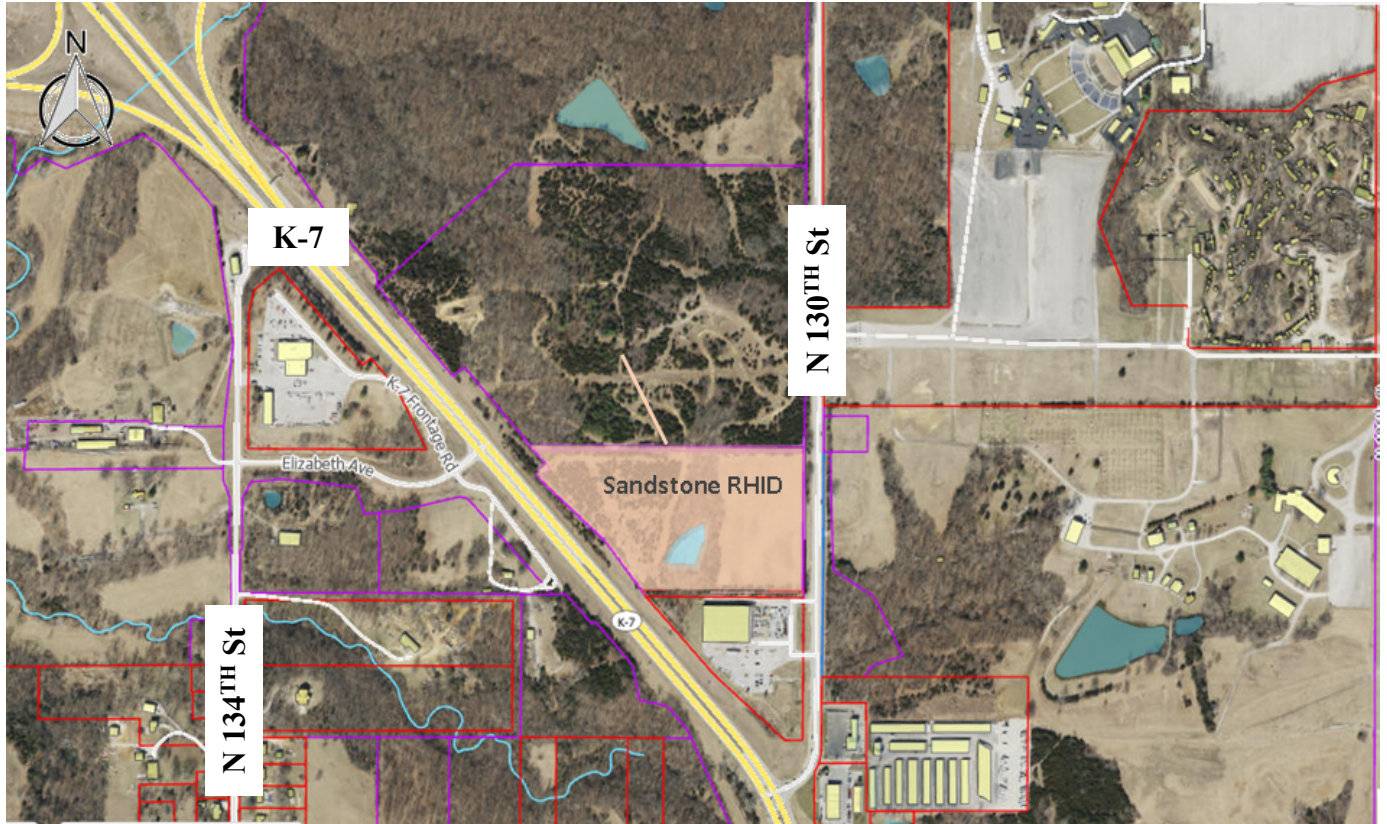


EXHIBIT C

LIST OF NAMES AND ADDRESSES OF THE OWNERS OF RECORD OF ALL REAL ESTATE PARCELS WITHIN THE PROPOSED DISTRICT AND THE ASSESSED VALUATION OF THOSE PARCELS

Owners of Record:

River Bend Land Company – PV, LLC
5601 Norwood
Fairway, KS 66205

Assessed Valuation:

Parcel ID No: 959700
Land: \$20,756
Improvements: \$0

EXHIBIT D

DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED RURAL HOUSING INCENTIVE DISTRICT

Housing Facilities

Approximately 140 townhome units of rental housing in approximately twenty-two (22) buildings comprised of two (2) and three (3) bedroom units.

Public Facilities

Public facilities will include the construction of certain infrastructure improvements that are necessary to support the project within the boundaries of the proposed District, and may include, without limitation, certain parking, water, sanitary sewer, and electric improvements. The public facilities will be constructed concurrently with the housing facilities.

EXHIBIT E

SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS

Contractual Assurances

The Governing Body of the City is in the process of entering into a development agreement with River Bend Land Company – PV, LLC. This agreement is expected to include the project construction schedule, a description of the project to be constructed, financial obligations of the developer and financial and administrative support from the City. The agreement will be structured on a pay-as-you-go basis, without the issuance of any special obligation bonds; the developer will only be entitled to receive reimbursement from revenues generated by the proposed District in the event the developer complies with its obligations under the agreement.

Feasibility Analysis

The City conducted an Analysis to determine whether the public benefits derived from the proposed District will exceed the costs. The Analysis estimates the property tax revenues that will be generated from the proposed District, less existing property taxes [and excluded mill levies], to determine the revenue stream available to support the costs of the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay the costs of the public infrastructure. *[may want to include some numbers here, e.g., “The total projected property tax revenues generated over the maximum 25-year term of the proposed District are \$[____]. This exceeds the projected costs of the public infrastructure of \$[____] which are proposed to be reimbursed under the development agreement.”]*

CERTIFICATE OF DELIVERY AND PUBLICATION

STATE OF KANSAS)

) §:

COUNTY OF WYANDOTTE)

The undersigned, City Clerk of the City of Bonner Springs, Kansas (the “City”), does hereby certify, as follows:

- 1) On the ____ day of _____, 2022, I caused a certified copy of Resolution No. 2022-____ with Exhibits A thru E attached (the Resolution), to be delivered to the following:
 - a) The Board of Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas;
 - b) The Board of Education of U.S.D. 204; and
 - c) The Planning Commission of the City; and
- 2) I caused a copy of Resolution No. 2022-____ to be published one time in Wyandotte Echo the official newspaper of the City, on the 1st day of September, 2022, which date was not less than one week nor more than two weeks preceding the date fixed for the public hearing. A true copy of the affidavit of publication of the Resolution is attached to this Certificate.

WITNESS my hand and seal on this ____ day of _____, 2022.

(Seal)

Christina Brake, City Clerk

DEVELOPMENT PLAN
SANDSTONE TOWNHOMES RURAL HOUSING INCENTIVE
DISTRICT IN THE CITY OF BONNER SPRINGS, KANSAS

INTRODUCTION

On June 13, 2022, the Governing Body of the City of Bonner Springs, Kansas (the "City") adopted Resolution No. 2022-09 that found and determined that:

1. There is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. The shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. The shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. The future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within the City, referred to as the Sandstone Rural Housing Incentive District (the "RHID"), pursuant to the Kansas Rural Housing Incentive District Act, K.S.A. 12-5241 *et seq.*, as amended (the "RHID Act").

On June 16, 2022, the City submitted a certified copy of Resolution No. 2022-09 to the Secretary of Commerce (the "Secretary") for approval of the establishment of the RHID in the City, as required by Section 12-5244(c) of the RHID Act.

On June 22, 2022, the Secretary provided written confirmation approving the establishment of the RHID.

DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once the City receives approval from the Secretary for the establishment of a rural housing incentive district, the Governing Body must adopt a plan for the development or redevelopment of housing and public facilities within the proposed district.

DEVELOPMENT PLAN

As a result of the shortage of quality housing within the City, the City proposes this Development Plan for the RHID to assist in the development of quality housing within the City.

1. Legal description and map of the RHID are attached hereto as **Attachment A**.
2. The existing assessed valuation of all real estate within the RHID for 2022 is approximately \$20,756 for the land and \$0 for improvements.
3. The name and address of the owner of record for the real estate within the RHID is:

River Bend Land Company – PV, LLC
5601 Norwood, Fairway, KS 66205

4. The housing and public facilities that are proposed to be constructed in the RHID include the following (the "Project"):

Housing Facilities

Approximately 140 units of rental housing in approximately twenty-two (22) buildings, including:

- (a) Approximately 140 townhome units of rowhome rental housing comprised of two (2) and three (3) bedroom units

Public Facilities

Public facilities will include the construction of certain infrastructure improvements that are necessary to support the project within the boundaries of the RHID, and may include, without limitation, certain parking, water, sanitary sewer, and electric improvements. The public facilities will be constructed concurrently with the housing facilities.

5. The names, addresses, and specific interests in the real estate in the RHID of the developers responsible for the Project (the "Developer") are:

River Bend Land Company – PV, LLC
5601 Norwood, Fairway, KS 66205
Interest: Developer of project, and current owner of property in the RHID.

6. The contractual assurances from the Developer guaranteeing the financial feasibility of the Project in the RHID are included in the Development Agreement attached hereto as **Attachment C**.
7. Developer has conducted a comprehensive analysis of the feasibility of providing housing tax incentives in the RHID, as provided in the RHID Act, that shows the public benefits derived

from the RHID will exceed the costs and that the income therefrom, together with other sources of funding, will be sufficient to pay for the Project, including the public improvements within the Project. A copy of the analysis is attached hereto as **Attachment B**. The analysis estimates the property tax revenues that will be generated from the RHID, less existing property taxes [and excluded mill levies], to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public improvements. The estimates indicate that the revenue realized from the Project, together with other available sources of revenue, will be adequate to pay the costs of the public improvements. Specifically, the total projected property tax increment to be generated over the maximum 25-year term of the RHID is approximately \$10,539,668. This exceeds the cap of \$6,319,643 for costs of the public infrastructure which are proposed to be reimbursed to the Developer under the Development Agreement..

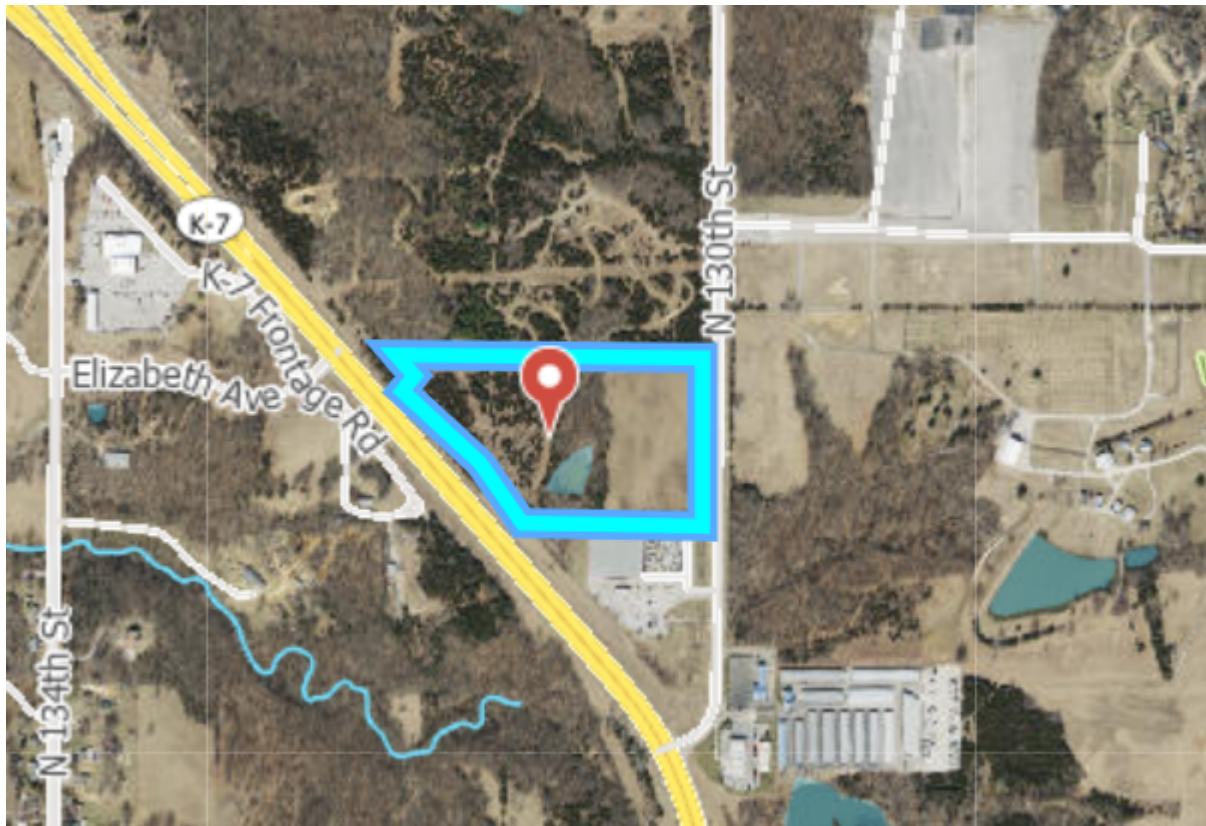
DEVELOPMENT PLAN – ATTACHMENT A

LEGAL DESCRIPTION AND MAP OF SANDSTONE RHID

The North One-half of the Northeast Quarter of the Southwest Quarter of Section 8, Township 11 South, Range 23 East of the Sixth Principal Meridian in Bonner Springs, Wyandotte County, Kansas, lying Northeasterly of Kansas Highway No. 7, except that part condemned by the Kansas Turnpike Authority in District County Cause No. 93895-A. Also, except a tract of land conveyed from the Agricultural Hall of Fame, Inc. to the State Highway Commission of Kansas, filed for record in Book 2059, on Page 1 and 2, on January 3, 1968

Wyandotte County, Kansas Parcel ID Number 959700

TR 181B 23 20A LS 3.51AC TURNPIKE CONTG 16.49AC LS 1 55AC NOW CONTG 16.49 AC



DEVELOPMENT PLAN – ATTACHMENT B

COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

Eligible Expenses Cap		\$ 6,319,643						
	Assessed Value	Property Class	Mill Levy	Number of Lots	Tax Amount			
Residential Townhome Project	\$ 20,756	30.0%	0.168258	1	\$ 3,492.35			
					<u>Total Current</u>		<u>\$ 3,492.35</u>	
	Estimated Value of Lots	Estimated Value of Buildings to be Constructed	Property Class		Mill Levy	Est. Property Tax	Number of Lots	Total Value
Residential Townhome Project	\$ 5,600,000	\$ 21,000,000	11.5%		0.14676	\$ 448,931	1	\$ 448,931
Grand Total	\$ 448,931							
Tax Increment	\$ 445,439							
RebateTotal, 1% Growth	\$ 6,319,643							
*The numbers included are estimates based on 2020 Assessments Mill Levy	0.168258							

*The Mill Levy is reduced by 21.5 Mills (State & State School Funding)

DEVELOPMENT PLAN – ATTACHMENT C
SANDSTONE TOWNHOMES DEVELOPMENT AGREEMENT

[to be inserted]

Taxes Collected by Existing Jurisdictions

(Does not account for growth factor)

75% for first 15 years or eligible expenses reimbursed total \$5M (whichever 1st); then decreasing abatement by 5% through year 25 or when eligible expenses reimbursed total \$6,319,643 (whichever 1st)

	City Non-Abated	City Taxes Collected	School Non-Abated*	School Taxes Collected	School Non-Abated**	School Taxes Collected	KCKCC Non-Abated	KCKCC Taxes Collected	County Non-Abated	County Taxes Collected	State Non-Abated	State Taxes Collected	Taxes Collected by Taxing Entities	Cumulative Taxes to Entities	Total Reimbursement to Developer	Eligible Remaining Expenses to Developer	Cumulative Reimbursement to Developer
1	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 198,517.25	\$ 198,517.25	\$ 316,190.05	\$ 6,003,452.95	\$ 316,190.05
2	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 311,963.66	\$ 316,190.05	\$ 5,687,262.89	\$ 632,380.11
3	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 425,410.07	\$ 316,190.05	\$ 5,371,072.84	\$ 948,570.16
4	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 538,856.49	\$ 316,190.05	\$ 5,054,882.79	\$ 1,264,760.21
5	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 652,302.90	\$ 316,190.05	\$ 4,738,692.73	\$ 1,580,950.27
6	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 765,749.31	\$ 316,190.05	\$ 4,422,502.68	\$ 1,897,140.32
7	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 879,195.73	\$ 316,190.05	\$ 4,106,312.63	\$ 2,213,330.37
8	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 992,642.14	\$ 316,190.05	\$ 3,790,122.58	\$ 2,529,520.42
9	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 1,106,088.55	\$ 316,190.05	\$ 3,473,932.52	\$ 2,845,710.48
10	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 1,219,534.97	\$ 316,190.05	\$ 3,157,742.47	\$ 3,161,900.53
11	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 1,332,981.38	\$ 316,190.05	\$ 2,841,552.42	\$ 3,478,090.58
12	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 1,446,427.79	\$ 316,190.05	\$ 2,525,362.36	\$ 3,794,280.64
13	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 1,559,874.21	\$ 316,190.05	\$ 2,209,172.31	\$ 4,110,470.69
14	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 1,673,320.62	\$ 316,190.05	\$ 1,892,982.26	\$ 4,426,660.74
15	25%	\$ 33,469.36	100%	\$ 85,070.83	25%	\$ 23,319.56	25%	\$ 21,372.88	25%	\$ 30,696.11	100%	\$ 4,588.50	\$ 113,446.41	\$ 1,786,767.03	\$ 316,190.05	\$ 1,576,792.20	\$ 4,742,850.80
16	30%	\$ 39,985.17	100%	\$ 85,070.83	30%	\$ 27,746.29	30%	\$ 25,533.76	30%	\$ 36,672.03	100%	\$ 4,588.50	\$ 134,525.75	\$ 1,921,292.78	\$ 295,110.72	\$ 1,281,681.49	\$ 5,037,961.51
17	35%	\$ 46,500.99	100%	\$ 85,070.83	35%	\$ 32,173.01	35%	\$ 29,694.63	35%	\$ 42,647.95	100%	\$ 4,588.50	\$ 155,605.09	\$ 2,076,897.87	\$ 274,031.38	\$ 1,007,650.11	\$ 5,311,992.89
18	40%	\$ 53,016.81	100%	\$ 85,070.83	40%	\$ 36,599.73	40%	\$ 33,855.51	40%	\$ 48,623.88	100%	\$ 4,588.50	\$ 176,684.42	\$ 2,253,582.29	\$ 252,952.04	\$ 754,698.07	\$ 5,564,944.93
19	45%	\$ 59,532.63	100%	\$ 85,070.83	45%	\$ 41,026.45	45%	\$ 38,016.38	45%	\$ 54,599.80	100%	\$ 4,588.50	\$ 197,763.76	\$ 2,451,346.06	\$ 231,872.71	\$ 522,825.36	\$ 5,796,817.64
20	50%	\$ 66,048.45	100%	\$ 85,070.83	50%	\$ 45,453.17	50%	\$ 42,177.26	50%	\$ 60,575.72	100%	\$ 4,588.50	\$ 218,843.10	\$ 2,670,189.15	\$ 210,793.37	\$ 312,031.99	\$ 6,007,611.01
21	55%	\$ 72,564.27	100%	\$ 85,070.83	55%	\$ 49,879.89	55%	\$ 46,338.13	55%	\$ 66,551.64	100%	\$ 4,588.50	\$ 239,922.43	\$ 2,910,111.59	\$ 189,714.03	\$ 122,317.96	\$ 6,197,325.04
22	60%	\$ 79,080.08	100%	\$ 85,070.83	60%	\$ 54,306.61	60%	\$ 50,499.01	60%	\$ 72,527.57	100%	\$ 4,588.50	\$ 261,001.77	\$ 3,171,113.36	\$ 122,317.96	0	\$ 6,319,643.00
23	100%	\$ 132,096.89	100%	\$ 85,070.83	100%	\$ 89,720.39	100%	\$ 83,786.01	100%	\$ 120,334.94	100%	\$ 4,588.50	\$ 430,526.73	\$ 3,601,640.09	-	0	\$ 6,319,643.00
24	100%	\$ 132,096.89	100%	\$ 85,070.83	100%	\$ 89,720.39	100%	\$ 83,786.01	100%	\$ 120,334.94	100%	\$ 4,588.50	\$ 430,526.73	\$ 4,032,166.83	-	0	\$ 6,319,643.00
25	100%	\$ 131,206.63	100%	\$ 85,070.83	100%	\$ 89,720.39	100%	\$ 83,786.01	100%	\$ 120,334.94	100%	\$ 4,588.50	\$ 429,636.47	\$ 4,461,803.29	-	0	\$ 6,319,643.00

*28 mill levy not eligible for abatement

**29.14 remaining abatement eligible mill levy

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2022, between River Bend Land Company – PV, LLC (the “Developer”), and the City of Bonner Springs, Kansas (the “City”).

RECITALS

- A.** The City is a municipal corporation and political subdivision duly organized and existing under the laws of the State of Kansas and authorized by certain statutory provisions to form a Rural Housing Incentive District to aid in the financing of eligible costs and public improvements.
- B.** The Developer is a Kansas limited liability company qualified to do business in the State of Kansas and the owner of certain real property generally located at 546 N. 130th Street, within Bonner Springs, Wyandotte County, Kansas, as shown on *Exhibit A* attached hereto (the “Site”).
- C.** The Developer plans to develop the Site into a residential development comprising 140 townhomes within 22 buildings, (the “Project”) and necessary related public use improvements including parking, water, sanitary sewer, and electric improvements (the “Public Improvements”).
- D.** The Developer has requested the City form a Rural Housing Incentive District to aid in the cost of financing the necessary eligible site development and public improvements (the “Request”).
- E.** In order to consider the Developer’s Request, the City must retain outside counsel and incur expenses, and the City requires that the developer pay and reimburse the City for the payment of such reasonably incurred costs. The City therefore requires that the Developer deposit funds with the City to be used by the City to pay for actual out-of-pocket expenses necessary for the Request and engage counsel as needed for such services described in **Section 2** of this Agreement. If the Request is approved, the City will continue to incur similar costs and expenses to represent the City’s interests in documenting and implementing the various aspects of the Request, and other related tasks, documents and issues.
- E.** By execution of this Agreement, the Developer is asking the City to retain outside counsel and consultants in order to evaluate, consider and, if approved, to implement the Request. The Developer agrees, represents, and warrants that any information provided to the City in its evaluation of the Request shall be accurate and complete to the best knowledge of the manager or member of the Developer providing such information.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter expressed, the parties mutually agree as follows:

1. Recitals.

The recitals set forth above are hereby incorporated as though more fully set forth herein.

2. Services to be performed by the City.

The City shall retain outside counsel and incur expenses which it, in its sole discretion, deems necessary to:

(a) Consider the Developer's Request for use of a Rural Housing Incentive District as permitted by Kansas Statutes.

(b) If approved by the Governing Body, give all appropriate notices; make all publications; prepare or review any relevant plans, studies and/or analyses necessary or appropriate in connection with the Request; hold all hearings; prepare the required resolutions and ordinances; and take any further action required to comply with the Kansas Statutes.

(c) If approved by the Governing Body, implement the various aspects of the Request.

The Developer acknowledges that, in this case, at its request the City has retained outside counsel and incurred expenses prior to the execution of this Funding Agreement. Developer agrees to pay the City for all the fees and expenses incurred.

3. Payment.

The Developer shall pay the City for its fees and expenses; all charges for the City's outside counsel; and all other expenses incurred by the City in providing the services and executing the actions set forth in **Section 2** (the "Charges"), subject to the following conditions:

(a) In order to ensure the prompt and timely payment of the Charges, the Developer shall establish a fund (the "Fund") by paying the initial amount of Four Thousand and 00/100 dollars (\$4,000.00) to the City contemporaneous with the execution of this Agreement. Thereafter, the City shall pay all Charges from moneys on deposit in the Fund and shall provide an itemized statement thereof to the Developer on a monthly basis. If, in the judgment of the City, there are insufficient amounts on deposit in the Fund to pay for the projected Charges expected to be incurred over the next sixty (60) days, the Developer shall make a subsequent deposit or deposits into the Fund in an amount equal to the initial deposit or such other amount which in the judgment of the City is required to provide sufficient funds to pay the projected Charges.

(b) If the amount in the Fund is insufficient to pay the outstanding Charges payable hereunder, the Developer shall pay such Charges within twenty (20) days of receipt of a statement from the City of the amount required to pay such Charges. All statements shall be reasonably itemized and shall be payable within twenty (20) days of receipt thereof. If not so paid, the City shall be relieved of its obligations hereunder until

paid, and the unpaid balance shall be subject to a penalty of two percent (2%) per month until paid, but in no event shall such penalty exceed eighteen percent (18%).

(c) From the Fund the City's Bond Counsel, Kutak Rock, LLP, shall be paid on an hourly basis for legal services rendered in support of the services performed by the City hereunder.

(d) From the Fund the City's Municipal Advisor, Stifel Financial Corp., shall be paid on an hourly basis for services rendered in support of the services performed by the City hereunder.

(e) Nothing in this section shall be construed to make any payments made hereunder ineligible to be reimbursed out of revenues generated from the Request.

4. Termination.

(a) The City may terminate this Agreement upon ten (10) days written notice in the event the Developer fails to make any payments when due.

(b) The Developer may terminate this Agreement at any time in the event it determines not to continue to pursue the Request upon written notice to the City thereof.

(c) If either party terminates this Agreement, the City shall apply the balance of the Fund, if any, to outstanding Charges pursuant to this Agreement and any monies due and owing to the City pursuant to any other agreement and shall pay the remaining balance, if any, to the Developer within thirty (30) days of such termination. In the event the balance of the Fund, if any, is insufficient to pay the outstanding Charges payable hereunder, the Developer shall pay such Charges within thirty (30) days of receipt of a statement from the City of the balance required to pay such Charges.

5. No obligation to proceed.

The Developer acknowledges that the City is not obligated by the execution of this Agreement to grant any portion of the Request and any and all actions are subject to the sole discretion of the Governing Body of the City and the requirements of the applicable statutes.

6. Notice.

Any notice, approval, request or consent required by or asked to be given under this Agreement shall be deemed to be given if it is in writing and mailed by United States mail, postage prepaid, or delivered by hand, and addressed as follows:

To the City:

Sean Pederson, City Manager
City of Bonner Springs
200 East Third Street
P.O. Box 38
Bonner Springs, Kansas 66012

And

Amber Vogan, Assistant City Manager
City of Bonner Springs
200 East Third Street
P.O. Box 38
Bonner Springs, Kansas 66012

With a copy to:

Tyler Ellsworth
Kutak Rock LLP
2300 Main Street, Suite 800
Kansas City, MO 64108

To the Developer:

River Bend Land Company – PV, LLC
5601 Norwood
Fairway, KS 66205

With a copy to:

Stan Woodworth
Woodworth Law Firm
7400 W 132nd St Suite 180
Overland Park, KS 66213

Each party may specify that notice be addressed to any other person or address by giving to the other party ten (10) days prior written notice thereof.

8. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of Kansas.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

River Bend Land Company – PV, LLC,
a Kansas limited liability company

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ of _____, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company, and such person duly acknowledged the execution of the same to be the act and deed of said limited liability company.

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

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

CITY OF BONNER SPRINGS, KANSAS

By: _____
Sean Pederson, City Manager

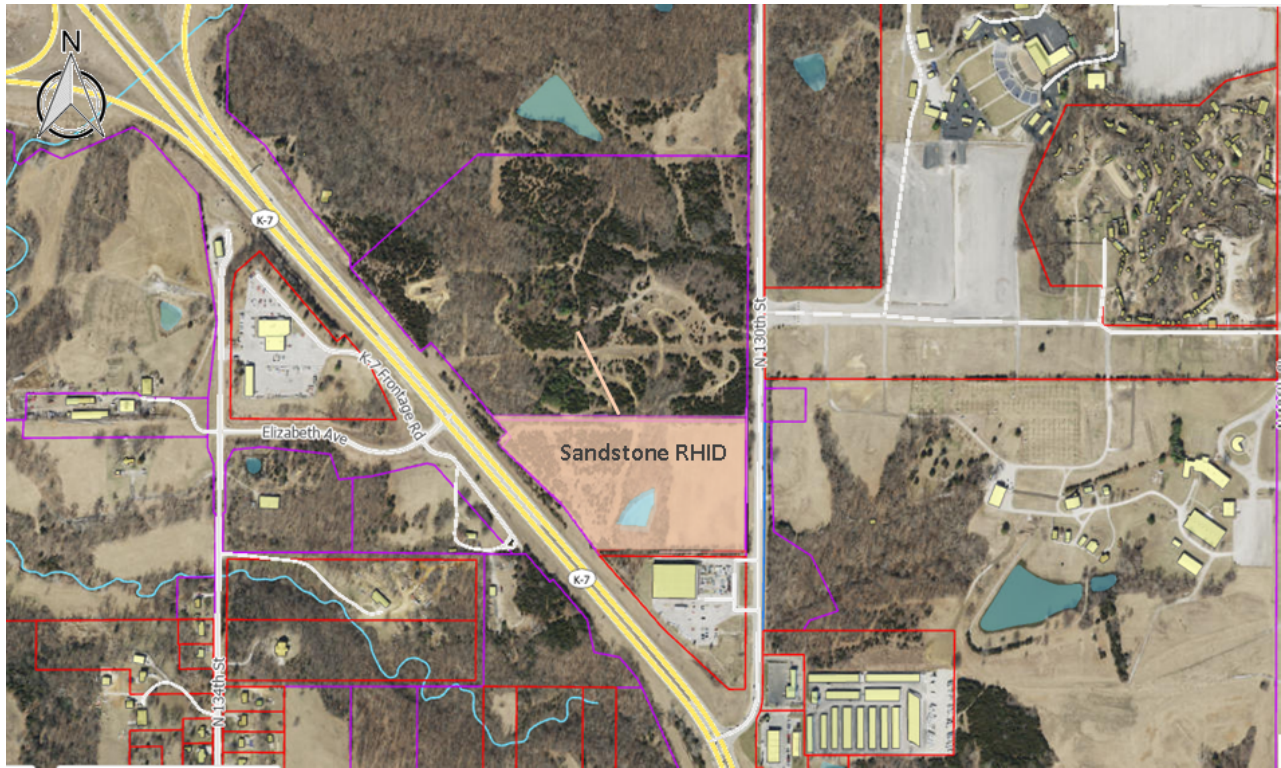
(SEAL)

ATTEST:

By: _____
Christina Brake, City Clerk

EXHIBIT A

The Site



Sandstone Townhomes Development Rendering



Memorandum

Date: July 25, 2022
To: Mayor and City Council
From: Amber Vogan

Subject: Award Bid for North Park Restroom Project

Recommendation: Staff recommends approval.

Action: Make a motion to award the bid for the North Park restroom project to Legacy Underground Construction, Inc. for an amount not to exceed \$98,798.

Background: The budget for this project was approved for use in 2020, then due to COVID19, the project was pushed back to 2022. Staff researched many different options for the installation of a restroom in North Park and deemed that a flush-style, pre-fabricated restroom would be the best option for the funds available.

At the June 27, 2022, Council Meeting, Council approved the purchase of a pre-fabricated restroom through CXT, Inc. for the amount of \$74,005. The estimated timeframe for delivery is around 100 days. The restroom comes

Discussion: Wilson and Co. prepared a bid package and engineering design for the installation of the restroom west of the existing shelter at North Park. This project award includes all work and materials to install the utilities and foundation, coordinate the delivery of the pre-fabricated restroom, connect utilities to the restroom, sidewalk construction, erosion control, and site restoration/seeding.

Financial Impact: The 2022 budget includes \$200,000 for this project. The cost of the pre-fabricated restroom was \$74,005. Total engineering costs for the project are estimated at \$4,000. This leaves \$121,995 for this portion of the project to complete the site work and installation of the structure. The bid for this portion of the project is \$98,798 which is under budget leaving a total remaining project budget of \$23,197 for contingencies or future projects.

Memorandum

Date: July 25, 2022
To: Mayor and City Council
From: Christina Brake

Subject: Resolution to Approve Submitting the Renewal of the Emergency Services Sales Tax to the Electors.

Recommendation: Staff recommends approval.

Action: Make a motion to approve a resolution to place the renewal of the emergency services sales tax on the November 8th ballot.

Background: The current one-quarter of one percent (.25%) Emergency Services sales tax to purchase and maintain capital improvements for emergency services and public safety was approved by voters and took effect October 1, 2013. The sales tax will expire on September 30, 2023.

Discussion: The proposed resolution would approve placing the sales tax renewal on the November 8th ballot for voter approval. If approved by voters in November, the one-quarter of one percent (.25%) sales tax would renew for ten (10) years. The current sales tax finances purchasing and maintaining capital improvements for emergency services and public safety. The renewed sales tax would also finance emergency services and public safety operations. The deadline to notify the County of the intent to have the question placed on the November 8th ballot is September 1, 2022. If the Council approves the resolution, the question to renew the sales tax will be placed on the November 8, 2022 ballot. If the voters approve the renewal, the sales tax renewal would become effective October 1, 2023 and would expire September 30, 2033.

Financial Impact: The current one-quarter of one percent sales tax generates approximately \$620,000 annually.

RESOLUTION NO. 2022-__

A Resolution to Submit to the Electors of the City the Proposition to Levy and Extend the One-Quarter Percent (.25%) Retailers' Sales Tax in the City of Bonner Springs, Kansas to be Used as a Special Purpose Sales Tax to Finance Operations and to Acquire and Maintain Capital Improvements for Public Safety and Emergency Services

WHEREAS, the City of Bonner Springs, Kansas, levied a one-half percent (.5%) retailer's sales tax which took effect October 1, 1981; and

WHEREAS, the City of Bonner Springs, Kansas, levied a second one-half percent (.5%) retailer's sales tax which took effect on January 1, 1986; and

WHEREAS, the City of Bonner Springs, Kansas, levied a second one-quarter percent (.25%) retailer's sales tax which took effect on January 1, 2017; and

WHEREAS, the electors of the City voted to approve and the City Council subsequently levied special purpose sales taxes by: Ordinance No. 2352 (Emergency Services extended- .25% with an expiration date of September 2023) and Ordinance No. 2374 (Capital Improvements- .25% with an expiration date with an expiration date of December 2023), and

WHEREAS, the total sales tax levied by the City is one and three-fourths (1.75%) percent; and

WHEREAS, the Governing Body of the City of Bonner Springs determined that additional revenue was needed to finance operations and to acquire and maintain capital improvements for public safety and emergency services, to include payment of lease obligations, and principal and interest payments on such temporary notes and general obligation bonds necessary to finance them; and

WHEREAS, the Governing Body of the City of Bonner Springs determined that the one-quarter of one percent retailer's sales tax to expire September 2023 established by Ordinance No. 2352 needs to be renewed for an additional ten (10) years after the date the extension of tax is first collected by the Kansas Department of Revenue.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, KANSAS:

Section I: The question to levy an extension of the retailers' sales tax in the amount of one-quarter of one percent (.25%) of the one and three-fourths percent (1.75%) currently levied by the City shall be submitted to the electors of the City of Bonner Springs, Kansas, at the General election to be held on November 8, 2022 pursuant to KSA 12-187. If approved by a majority of the electors voting thereon, such extension of the tax shall remain in effect for a period often (10) years following the date the tax is first collected by the Kansas Department of Revenue.

Section II: The revenue from the levy of this one-quarter of one percent (.25%) of the one and three-fourths percent (1.75%) retailers sales tax currently levied will be used for the purpose of financing operations and acquiring and maintaining capital improvements for public safety and emergency services, to include payment of such lease obligations, and principal and interest payments on such temporary notes and general obligation bonds necessary to finance them.

Section III: If approved by the majority of the electors voting, such tax shall be identical, in its application and exemptions, to the Kansas Retailers' Sales Tax Act and all laws and administrative rules

and regulations of the Kansas Department of Revenue relating to the State's Retailers' Sales Tax shall apply to such city retailers' sales tax to the extent that such laws and regulations may be made applicable. The services of the Department of Revenue shall be used to administer, enforce and collect such tax.

Section IV: That the question to be considered by the voters be in substantially the following form:

"Shall a City Retailers' Sales Tax in the amount of one-quarter of one percent (.25%) be levied in the City of Bonner Springs, Kansas, pursuant to the authority granted in KSA 12-187. Such Sales Tax is a renewal of the sales tax that is now part of the one and three-fourths percent (1.75%) retailers' sales tax currently levied by the City, with such tax to be used for the purpose of financing operations and maintaining capital improvements for public safety and emergency services, to include payments of lease obligations, and principal and interest payments on such temporary notes and general obligation bonds necessary to finance them, such levy of tax to remain in effect for a period of ten (10) years with collection to begin on October 1, 2023 upon expiration of the current tax. Yes or No."

Section V: The County Election Commissioner shall cause to be published notice of this special question as provided by law.

Approved by the City Council and Signed by the Mayor of the City of Bonner Springs, Kansas, on July 25, 2022.

Jeff Harrington, Mayor

Attest:

Christina Brake, City Clerk

(Seal)

Memorandum

Date: July 25, 2022
To: Mayor and City Council
From: Christina Brake

Subject: Resolution to Approve Submitting the Renewal of the Capital Improvements Sales Tax to the Electors.

Recommendation: Staff recommends approval.

Action: Make a motion to approve a resolution to place the renewal of the capital improvements sales tax on the November 8th ballot.

Background: The current one-quarter of one percent (.25%) Capital Improvements sales tax for general capital improvement needs of the City, was approved by voters and took effect January 1, 2014. The current sales tax will expire on December 31, 2023.

Discussion: The proposed resolution would approve placing the sales tax renewal on the November 8th ballot for voter approval. If approved by voters in November, the one-quarter of one percent (.25%) sales tax would renew for ten (10) years. The deadline to notify the County of the intent to have the question placed on the November 8th ballot is September 1, 2022. If the Council approves the resolution, the question to renew the sales tax will be placed on the November 8, 2022 ballot. If the voters approve the renewal, the sales tax renewal would become effective January 1, 2024 and would expire December 31, 2033.

Financial Impact: The current one-quarter of one percent sales tax generates approximately \$620,000 annually.

RESOLUTION NO. 2022-__

A Resolution to Submit to the Electors of the City the Proposition to Levy a One-Quarter Percent (.25%) Retailers' Sales Tax in the City of Bonner Springs, Kansas to be Used as a Special Purpose Sales Tax to Fund General Capital Improvements for a Ten-Year Period

WHEREAS, the City of Bonner Springs, Kansas, levied a one-half percent (.5%) retailer's sales tax which took effect October 1, 1981; and

WHEREAS, the City of Bonner Springs, Kansas, levied a second one-half percent (.5%) retailer's sales tax which took effect on January 1, 1986; and

WHEREAS, the City of Bonner Springs, Kansas, levied a second one-quarter percent (.25%) retailer's sales tax which took effect on January 1, 2017; and

WHEREAS, the electors of the City voted to approve and the City Council subsequently levied special purpose sales taxes by: Ordinance No. 2352 (Emergency Services extended- .25% with an expiration of September 2023) and Ordinance No. 2374 (Capital Improvements - .25% with an expiration date of December 2023), and

WHEREAS, the total sales tax levied by the City is one and three-fourths (1.75%) percent; and

WHEREAS, the Governing Body of the City of Bonner Springs determined a need for additional revenue to fund general capital improvement needs of the City to include payment of such lease obligations and principal and interest payments on such temporary notes and general obligation bonds necessary to finance same; and

WHEREAS, the Governing Body of the City of Bonner Springs determined that the one-quarter of one percent (.25%) retailer's sales tax to expire December 2023 established by Ordinance No. 2374 needs to be renewed for an additional ten (10) years after the date the extension of tax is first collected by the Kansas Department of Revenue

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, KANSAS:

Section I: The question to levy an extension of the special purpose retailers' sales tax in the amount of one-quarter of one percent (.25%) of the one and three-fourths percent (1.75%) currently levied by the City shall be submitted to the electors of the City of Bonner Springs, Kansas, for special election to be held on November 8, 2022 pursuant to KSA 12-187. If approved by a majority of the electors voting thereon, such extension of the tax shall remain in effect for a ten-year period following the date the tax is first collected by the Kansas Department of Revenue.

Section II: The revenue from the levy of this one-quarter of one percent (.25%) of the one and three-fourths percent (1.75%) retailers sales tax currently levied will be used for the general capital improvement needs of the City to include, but not limited to, payment of such lease obligations, and principal and interest payments on such temporary notes and general obligation bonds necessary to finance them.

Section III: If approved by the majority of the electors voting, such tax shall be identical, in its application and exemptions, to the Kansas Retailers' Sales Tax Act and all laws and administrative rules and regulations of the Kansas Department of Revenue relating to the State's Retailers' Sales Tax shall apply to such city retailers' sales tax to the extent that as such laws and regulations may be made applicable. The services of the Department of Revenue shall be used to administer, enforce and collect such tax.

Section IV: That the question to be considered by the voters be in substantially the following form:

"Shall a City Special Purpose Retailers' Sales Tax in the amount of one-quarter of one percent (.25%) be levied in the City of Bonner Springs, Kansas, pursuant to the authority granted in KSA 12-187. Such sales tax is a renewal of the portion of the total sales tax of one and three-fourths percent (1.75%) retailers' sales tax currently levied by the City, with such tax to be used for general capital improvement needs of the City to include, but not limited to, payments of lease obligations, and principal and interest payments on such temporary notes and general obligation bonds necessary to finance them, such levy of tax to remain in effect for a period of ten (10) years with collection to begin on January 1, 2024 upon expiration of the current tax. Yes or No."

Section V: The County Election Commissioner shall cause to be published notice of this special question as provided by law.

Approved by the City Council and Signed by the Mayor of the City of Bonner Springs, Kansas, on July 25, 2022.

Jeff Harrington, Mayor

Attest:

Christina Brake, City Clerk

(Seal)

Memorandum

Date: July 25, 2022
To: Mayor and City Council
From: Frank Abart

Subject: Water Well Permanent Easement Acceptance

Recommendation: Staff recommends approval.

Action: Make a motion to accept the Permanent Easement for Pollution Prevention Boundary.

Background: New Water Wells are required to include a legal mechanism to protect the area from possible contamination from surface materials. The Kansas regulation requires a 100 foot radius of control around any new water well installation. One of the planned water well installations with the Water Plant improvement project needs to acquire control to meet the regulatory demand.

Discussion: The proposed Permanent Easement For Pollution Prevention Boundary has been developed through legal counsel to meet the regulatory requirements. The document has been approved and executed by the owner in exchange for installation of two water meter pits for the adjacent commercial building on the property.

Financial Impact: The total value of the meter pit installations and waiver of meter inspection fee for both locations is \$2,796 as compensation for the 5,668 square feet of permanent easement (approximately 0.13 acres).

CITY OF BONNER SPRINGS, KANSAS
Permanent Easement For Pollution Prevention Boundary
Project: Well Requirements

KNOW ALL MEN BY THESE PRESENTS, that Kaw Drive LLC., hereinafter called Grantor, in consideration of good and valuable consideration given by the City of Bonner Springs, Kansas, hereinafter call the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey to said Grantee, its successors and assigns, a Permanent Easement For Pollution Prevention Boundary over, upon, across and below the surface of the following described real property:

Property Description: Attached Legal Description and Exhibits

Parcel Number: 956206 Street Address: 12601 Kaw Drive
Bonner Springs, Wyandotte County, Kansas

The Grantor and Grantee hereto agree that the following terms shall, unless otherwise stated, apply specifically to the Permanent Easement For Pollution Prevention Boundary.

1. Grantor does hereby grant, bargain, sell, transfer and convey to Grantee, its successors and assigns, a non-exclusive perpetual (permanent) easement over, under and across that tract of land legally described on the attachments (and hereinafter referred to as the "Easement Area") to establish a specific area free from contaminants and/or possible pollution structures and/or agents that would threaten the safety of the adjacent water well and/or ground water. The term of the Permanent Easement For Pollution Prevention Boundary shall commence on the date hereof and shall extend in perpetuity.
2. The consideration recited shall constitute payment in full for the interest transferred by the Grantor, and any and all damages and losses Grantor might suffer as a result of the transferred interest described in paragraph 1 and contained elsewhere in this document.

Limitations on Grantors Use. Grantor's use of the Easement Area shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation or other activities of Grantee authorized by the terms of this Agreement. No permanent change in earth grade over the Easement Area shall be made without the approval of Grantee, no permanent above-ground or subterranean structures, materials, stockpiling, or building shall be erected, constructed or stored on the Easement Area. Grantor shall be prohibited from placing sanitary sewers, waste water facilities, feedlots, underground petroleum storage tanks, toxic chemical or bulk fertilizer on the Easement Area. In no event shall any cattle or other livestock be permitted on the Easement Area. Grantor shall specifically be prohibited from drilling any domestic well that would violate any requirement of the Division of Water Resources as to the Well or any future well site that may be developed by Grantee pursuant to this Agreement. It is understood that the Grantor may use legally labeled fertilizers up to the one hundred (100) foot perimeter and that the Grantee shall hold harmless the Grantor for any liability arising from the legal and lawful use of these fertilizers, and any other routine agricultural activities. It is also understood that the Grantee and its agents have examined the real property, its uses, and surrounding area, and understand the drainage characteristics and hydrology and are aware of and comfortable with the risk of contamination in the future.

3. Binding Effect. The terms and provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their successors, assigns, personal representatives, and heirs. Grantee hereby binds Grantor, Grantor's heirs, executors, personal representatives, successors, and assigns, to warrant and forever defend all and singular the Permanent Easement and the property, rights, privileges, and interests above-described, unto Grantee, its successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.
4. Severability. If any provision of this Permanent Easement is held to be unenforceable in whole or in part for any reason, that unenforceable portion of the Permanent Easement shall be severed and the remainder of the Permanent Easement shall remain in effect.
5. Entire Agreement. This instrument fully sets forth the terms and conditions of the Permanent Easement. There are no oral or other written agreements between Grantor and Grantee that modify, alter, or amend this Permanent Easement.
6. Grantee's Authorization to Receive. Grantee warrants that the undersigned representative of the Grantee is authorized to enter into this Agreement on behalf of Grantee and Grantee shall execute such further assurances thereof as may be requested by Grantor.
7. Grantor's Right to Convey. By signing this Permanent Easement, the party signing on behalf of Kaw Drive, LLC warrants that he has the right to convey this Easement and all rights and privileges set forth herein, and that all corporate or company formalities necessary to empower him to sign on behalf of the LLC have been taken. Further Grantor warrants that it is the sole owner of the fee interest in the Property and has the right, title and capacity to transfer this interest. Grantor or its executing agent shall execute such further assurances thereof as may be requested by Grantee.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this 19th day of July, 2022.

GRANTOR
KAW DRIVE, LLC

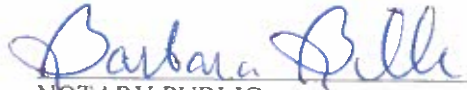
BY: Howard E. Gilbert

Title: Manager

STATE OF KANSAS)
) ss:
COUNTY OF Wyandotte)

BE IT REMEMBERED, that on this 19th day of July, 2022, before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **Howard E. Gilbert**, on behalf of Kaw Drive, LLC, and said instrument was signed on behalf of the LLC, that he had full authority to execute this instrument on behalf of said LLC, that said LLC is in full force and effect, and **Howard E. Gilbert** is known to me to be the person who executed the foregoing instrument as his free act and deed on behalf of said LLC.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.


NOTARY PUBLIC

My Commission Expires:

9/1/2023



GRANTEE:
CITY OF BONNER SPRINGS, KS
A Municipal Corporation

BY: JEFF HARRINGTON, Mayor

ATTEST:

_____, City Clerk



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150
Fax: 913.894.5977
Web: www.kveng.com
Address: 14700 West 114th Terrace
Lenexa, KS 66215

Parcel ID: 956206

Owner: Kaw Drive, LLC, a Kansas limited liability company

Easement Exhibit A

All that part of a tract of land described in a Kansas Warranty Deed found in Book 5154, at Page 752 as filed in the Wyandotte County Register of Deeds Office, lying 100 feet from a Well Head with a Kansas State Plane Coordinate System 1983, North Zone Value of Northing: 280282.20 & Easting: 2200602.49 in the West One-Half of the Southwest Quarter of Section 28, Township 11 South, Range 23 East of the Sixth Principle Meridian in the City of Bonner Springs, Wyandotte County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 4th Day of May 2022 as follows:

Commencing at a 2" Aluminum cap stamped Rhodes LS-533, marking the Northeast corner of said Southwest Quarter, thence South 87°26'22" West (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983, North Zone) on the North line of said Southwest Quarter, a distance of 1342.19 feet to the Northeast corner of said West One-Half; thence South 02°00'00" East on the East line of said West One-Half, a distance of 839.22 feet to a point of intersection with said East line and the South Right-of-Way line of the Union Pacific Railroad which is 50.00 feet Southeasterly of and perpendicular with the center line of the South (Eastbound) track; thence South 60°47'44" West (South 60°03'00" West deed) on said South Right-of-Way line, a distance of 465.90 feet (471.58 feet deed) to a point; thence South 29°12'16" East (South 29°57'00" East) as measured normal thereto, a distance of 150.00 feet to the Northerly corner of said deed; thence South 60°47'44" West (South 60°03'00" West deed) on a line 150.00 feet Southeasterly of and parallel with said South Right-of-Way line, a distance of 665.32 feet (667.00 feet deed) to a 1/2" Rebar to the Westerly corner of said deed; thence South 14°23'40" West (South 14°30'29" West deed) on the West line of said deed, a distance of 59.07 feet (56.81 feet deed) to an angle point in said West line; thence South 28°41'10" East (South 29°57'00" East deed) on said West line, a distance of 18.11 feet to the **POINT OF BEGINNING**; thence Easterly and Southeasterly on a non-tangent curve to the right, having an initial tangent bearing of North 72°20'43" East, a radius of 100.00 feet, a delta angle of 62°54'01" and an arc length of 109.78 feet to a point on the South line of said deed; thence South 58°26'35" West (South 60°03'00" West deed) on said South line, a distance of 15.22 feet to a 1/2" Rebar marking an angle point in said South line; thence South 29°28'07" East (South 29°57'00" East deed) on said South line, a distance of 30.11 feet (30.00 feet deed) to a 1/2" Rebar marking an angle point in said South line;

(Continued on next page)



Office: 913 894 5150
Fax: 913 894 5977
Web: www.kveng.com
Address: 14700 West 114th Terrace
Lenexa, KS 66215

(Continued from previous page)

thence South 61°18'51" West (South 60°03'00" West deed) on said South line, a distance of 62.17 feet (61.00 feet deed) to a 1/2" Rebar marking the Southerly corner of said deed; thence North 28°41'10" West (North 29°57'00" West deed) on the West line of said deed, a distance of 101.34 feet to the **Point of Beginning**.

The above description was created with the benefit of ground survey performed June 14, 2021 (KVE project C22C1280) and contains 5,668 square feet or 0.130 acres more or less. The State Plane Coordinate values herein are GPS derived values based on the Johnson County Control Network (HARN) point number JCPW-1011 with a State Plane value of Northing: 272845.63 & Easting: 2224264.40; Using a Combined Adjustment Factor of 0.99992692; All distances hereon are ground values in U.S. survey feet.

End of Description

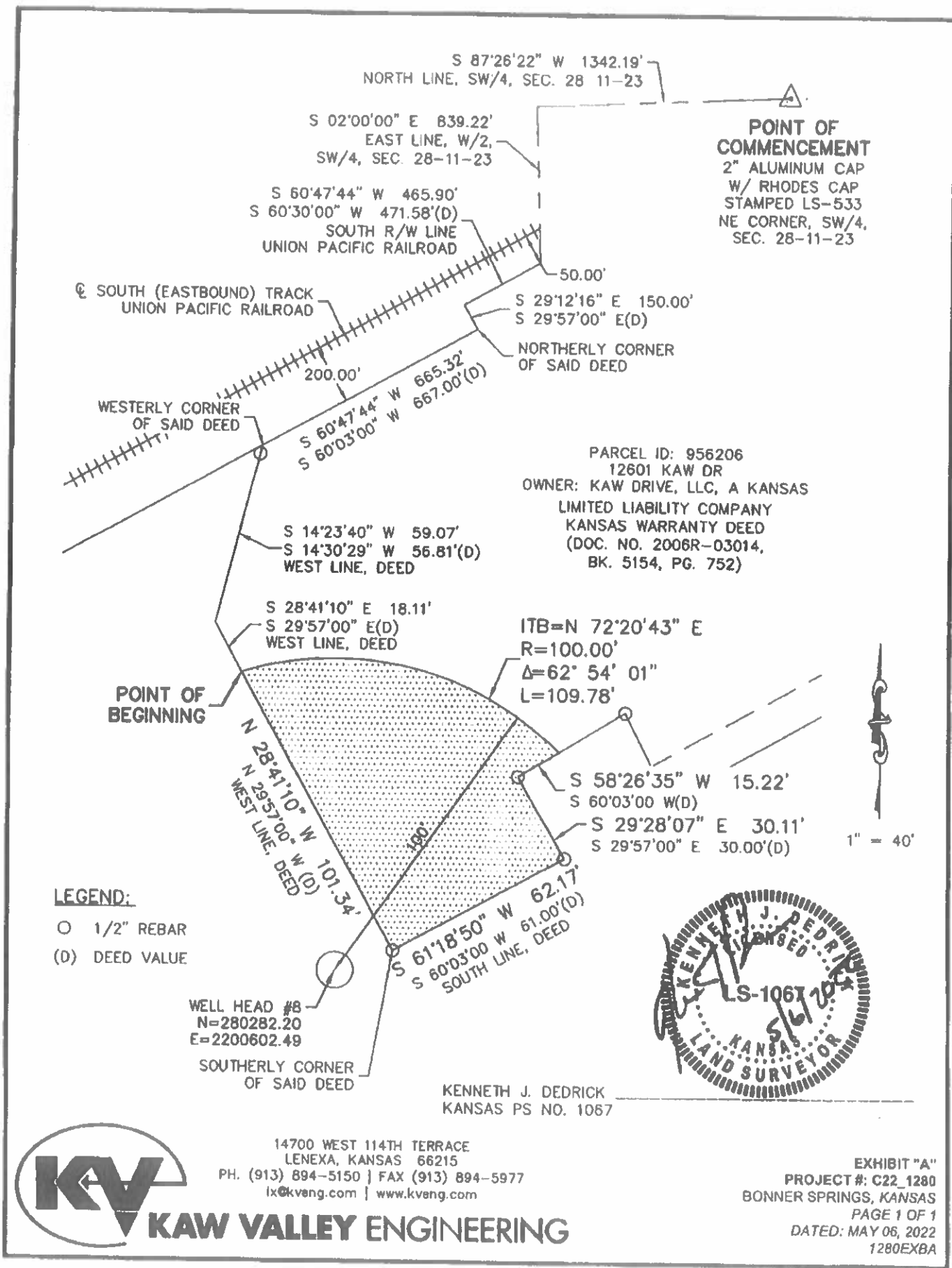
State of Kansas

I, Kenneth J. Dedrick, being a duly registered and licensed Professional Surveyor in the State of Kansas, hereby certify that this real property description was prepared by me or under my direct supervision and is correct to the best of my belief and ability.



Kenneth J. Dedrick PS-1067
Date

5/6/22 3:56 PM



Memorandum

Date: July 25, 2022
To: Mayor and City Council
From: Frank Abart

Subject: Lift Station No. 2 - Design/Build Phase I Agreement

Recommendation: Staff recommends approval.

Action: Make a motion to approve the Phase I Design/Build Agreement with Burns & McDonnell/CAS Constructors, LLC for the design of a new Lift Station No. 2, in the amount of \$194,941.

Background: The Public Works Department became aware of a significant discharge from Lift Station #2 on Friday May 20, 2022. An immediate work plan was developed to excavate the area to search for the source of the discharge and make the repairs. There were difficulties with the project due to limited working space and the depth of the excavation necessary to locate the failure. The failure was located approximately 30 to 35 feet deep. Before the repair could be completed, heavy rain fell (approximately 4.5 inches) in the area and destabilized the entire facility, including the control/electrical panels, back-up generator systems, and support platforms.

Since that time, the Department has developed recovery plans that include the current system of bypass pumping with mobile pumps and hoses to manage the raw sewage from this station.

This Lift Station is the largest in the City and conveys approximately 70% of the City's raw sewage.

Discussion: The nature of the immediate need has dictated that the Department pursue a Design/Build Phase I agreement directly with Burns & McDonnell/CAS Constructors, LLC. The Department is currently engaged with this Team for construction of the Water Treatment Facility Project a few miles away and there are certain advantages to minimize mobilization and other project costs. Bypass pumping will need to be in place until a new Lift Station is operational or a better solution is developed.

A Phase I agreement will produce preliminary design/specification/planning and a Phase II proposal which will provide a total cost and timeline for completion of the construction component of the Project. The City Council will be presented with the Phase II proposal in February of 2023 or sooner.

Financial Impact: The total cost of this agreement for Phase I Design/Build services is \$194,941. The funding is expected to come from the current year budget initially and later through a combination of bond funding and insurance proceeds.

PRELIMINARY DESIGN-BUILD AGREEMENT

This **AGREEMENT**, entered this _____ day of July, 2022, between The City of Bonner Springs, Kansas (hereinafter "Owner") and Burns & McDonnell / CAS Constructors, Bonner Springs Lift Station Joint Venture, (hereinafter "Design-Builder") for the preliminary design and development of a stipulated price Design-Build proposal for the Lift Station No. 2 Project in the City of Bonner Springs, KS (Project). The Parties anticipate that the project will be executed in two Phases; Phase I consists of preliminary design, preconstruction activities and development of the Stipulated Price Proposal for the detailed design and construction of the Project. Phase II consists of detailed design and construction of the improvements identified in Phase I. The parties further anticipate that a Phase II Agreement may be executed after the delivery of the Phase I Design Build Proposal. This Agreement creates no future obligation for the parties to execute a Phase II Agreement.

Until such time as an Agreement for Phase II is reached, the parties agree as follows:

The Design-Builder is authorized to proceed with preliminary design and pre-construction activities as stated below and for the Design-Builder to prepare a Stipulated Price Design-Build Proposal.

Preliminary design will be conducted in adequate detail to support the preparation of a Design-Build proposal and will include the following:

1. Review of Owner furnished data as listed below. Design-Builder may rely on information provided by owner as accurate without independent verification.
 - a. Site survey.
 - b. Available as-built records of existing facilities.
 - c. Previous work completed by BG Consultants
 - d. 2019 Wastewater Master Plan completed by Bartlett & West.
2. Perform Capacity Analysis of Lift Station No. 2 and collection system to the new Lift Station No. 2 location.
 - a. Review of existing project information.
 - b. Conduct a project site visit to become familiar with existing conditions.
 - c. A desktop hydraulic capacity assessment of the new Lift Station No. 2, associated gravity sewers and required force main sizes, will be conducted using existing information contained in the 2019 Wastewater Master Plan, expected land use of undeveloped areas, and input from City staff.
 - d. No hydraulic modeling activities are included in Phase I services; hydraulic calculations will be limited to a desktop/spreadsheet evaluation.
 - e. Design-Builder and City will agree to a determined capacity of Lift Station No. 2 for further development of design.
 - f. No evaluation of upstream collection system capacity will be evaluated.
3. Lift Station No. 2 Evaluation

- a. Following capacity analysis, evaluate submersible lift station configuration.
 - b. Evaluation will include provisions for future odor control.
- 4. K-32 Highway Crossing with Gravity Sewer
 - a. Provide desktop capacity analysis of 24-inch, 30-inch, and 36-inch gravity sewer for review by City. City to make size selection for preliminary design efforts.
- 5. Basis of Design Report
 - a. Provide a Basis of Design Report (BODR) for the new Lift Station No. 2 and associated gravity sewers and force main. Topics included in the BODR include the following discipline work criteria and assumptions:
 - i. Civil/Site/Utilities
 - ii. Structural
 - iii. Architectural (if required)
 - iv. Electrical
 - v. Mechanical (if required)
 - vi. Process
- 6. Preliminary Design
 - a. Design of improvements will be based on information provided in the BODR.
 - b. Design-Builder will prepare Preliminary Design documents to the level of completion as needed for Design-Builder to develop a Phase 2 price proposal for replacement of Lift Station No. 2, installation of associated gravity sewers and force main as described in the Planning BODR. The Preliminary Design documents will include:
 - i. Basis of Design Report
 - ii. Process Drawings
 - iii. Mechanical Drawings (if required)
 - iv. Civil Drawings
 - v. Structural Drawings
 - vi. Architectural Drawings (if required)
 - vii. Electrical Drawings
 - viii. Instrumentation and Controls Drawings
 - c. Design-Builder will host a Preliminary Design review meeting with Owner to discuss Owner's comments on the Preliminary Design Documents. Owner will be provided Preliminary Design documents one week prior to the Design-Builder hosting the Preliminary Design review meeting with Owner.
- 7. Perform geotechnical investigations as required for preliminary design. A subsurface investigation will be conducted including borings at the new Lift Station No. 2 site, locations of new manholes, jacking and receiving pits for the crossing of 32 Hwy and the railroad tracks. Provide geotechnical report to City.
- 8. Assess the project permitting requirements.

Pre-Construction services to be provided by the Design-Builder include:

1. Facilitate bi-monthly coordination meetings with the Owner and Owner's representatives to review design options, review pricing of alternatives and collaborate regarding the formation of the project.
2. Facilitate workshops as required with KDHE to facilitate conformance with KDHE requirements.
3. Based on the preliminary design and Owner's input and concurrence with design elements, Design-Builder will solicit competitive proposals for Owner's review and approval prior to incorporating into the stipulated price, for the following:
 - a. Major Subcontractors
 - i. Electrical power and distribution
 - ii. Instrumentation and controls
 - iii. Sanitary sewer pipeline and forcemain
 - b. Major Process Equipment
 - i. Pumps
 - ii. Valves
4. Development of a stipulated price for the Project.
5. Attend City Commission at intervals requested by Owner to appraise the Governing body and public on the progress of the Project.

Payment

1. Joint Venture will be reimbursed as stated below:
 - a. For preliminary design and preconstruction services associated with development of a Stipulated Price Design-Build Proposal, a lump sum amount of one hundred seventy-seven thousand, seven hundred forty-one dollars:
\$177,741.
 - b. For its out-of-pocket costs, for subsurface investigation, an allowance of dollars:
\$17,200.
 - c. Total Contract Value of one hundred ninety-four, nine hundred forty-one dollars:
\$194,941.

Time of service

1. Time of service shall be 180 calendar days from Owner's execution of this agreement and notice to proceed.

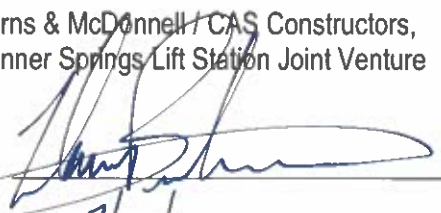
Miscellaneous

1. If the Owner should decide not to proceed with the Project, it will have no further obligation to Design-Builder other than the payment in full of the compensation set out above.
2. The attached Terms and Conditions shall apply.



Burns & McDonnell / CAS Constructors,
Bonner Springs Lift Station Joint Venture

City of Bonner Springs, Kansas

By  _____

By _____

Date 7/19/2022 _____

Date _____



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Lift Station No. 2	Date of Letter, Proposal, or Agreement: July 25, 2022
Client: City of Bonner Springs, Kansas	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company / CAS Construction Bonner Springs Lift Station Joint Venture (Design-Builder) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. The Design-Builder has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO DESIGN-BUILDER

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in Design-Builder's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by the Design-Builder in collecting any delinquent amount, including reasonable attorney's fees. If a portion of the Design-Builder's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise Design-Builder in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, Design-Builder will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and Design-Builder as an Additional Insured or to endorse Client and Design-Builder using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of Design-Builder in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and Design-Builder. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and Design-Builder release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of Design-Builder's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMCD for damage covered by any construction contractor's policies of insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and Design-Builder from any and all loss where loss is caused or alleged to be

caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and Design-Builder does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless Design-Builder from any liability arising from this Project or Agreement, except to the extent caused by Design-Builder's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. Design-Builder will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If Design-Builder fails to meet the foregoing standard, Design-Builder will perform at its own cost, the professional services necessary to correct errors and omissions reported to Design-Builder in writing within one year from the completion of Design-Builder's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will Design-Builder be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. Design-Builder's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by Design-Builder's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of Design-Builder and remedies of Client, whether liability of Design-Builder is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. Design-Builder's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. Design-Builder shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with Design-Builder's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by Design-Builder of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of Design-Builder's instruments of service. Design-Builder, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. Design-Builder shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by Design-Builder pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by Design-Builder for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Design-Builder.

B. In the event that Design-Builder is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which Design-Builder shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by Design-Builder relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on Design-Builder's experience, qualifications, and judgment as a professional. Since Design-Builder has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, Design-Builder does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by Design-Builder.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon Design-Builder in performing such services, notwithstanding the responsibility of Design-Builder set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless Design-Builder and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by Design-Builder's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by Design-Builder during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make Design-Builder responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to Design-Builder the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by Design-Builder's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and Design-Builder agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release Design-Builder from all damages related to

any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of Design-Builder's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and Design-Builder.

14. TERMINATION

Services may be terminated by Client or Design-Builder by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay Design-Builder all amounts due Design-Builder for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by Design-Builder in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date Design-Builder's services are substantially complete.

16. WITNESS FEES

A. Design-Builder's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay Design-Builder pursuant to Design-Builder's then current schedule of hourly labor billing rates for time spent by any employee of Design-Builder responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from Design-Builder's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS - NO ASSIGNMENT

Design-Builder's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor Design-Builder shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between Design-Builder and Client relative to Design-Builder's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to Design-Builder's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues

to Design-Builder a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by Design-Builder, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

Memorandum

Date: July 25, 2022
To: Mayor and City Council
From: Frank Abart

Subject: Lift Station No. 2 - Owners Representative Services

Recommendation: Staff recommends approval.

Action: Make a motion to approve the Owners Representative Agreement with BG Consultants, Inc. for services related to a new Lift Station No. 2 in the amount of \$25,000.

Background: The Public Works Department is managing a significant failure of Lift Station No. 2. The anticipated solution is initiating a Design/Build Project to replace the current Lift Station. A critical component to a Design/Build Project is contracting for Owners Representative services. The purpose of the Owners Representative is to provide professional oversight and consultation to the City of Bonner Springs for all activities related to the Design/Build Project. The City does not have professional engineering staff to consult on all aspects and complexities of a sanitary sewer Lift Station. The Owners Representative fills that specialized need and provides assurance of compliance with project plans/specifications.

Discussion: The proposed Agreement to provide Owners Representative services is with BG Consultants, Inc. This is the same Consultant engaged to provide identical services for the Water Treatment Facility Project. Having the same consultant for both projects improves communication related to both projects, which are anticipated to be under construction at the same time in 2023.

The proposed Agreement is based on an hourly rate for services provided on an “as needed” basis and is intended to cover the needs of Phase I and Phase II of the Design/Build Project.

Financial Impact: The total cost of the Agreement for Owners Representative services is unknown because it is utilized only “as needed” but is estimated at \$25,000 for Phase I. The funding is expected to come from the current year’s budget initially and later through a combination of Bond Funding and Insurance proceeds.



AGREEMENT CONSULTANT-CLIENT

THIS AGREEMENT made and entered into by and between BG CONSULTANTS, INC., party of the first part, (hereinafter called the CONSULTANT), and CITY OF BONNER SPRINGS, KANSAS, party of the second part, (hereinafter called the CLIENT).

WITNESSETH:

WHEREAS, the CLIENT is authorized and empowered to contract with the CONSULTANT for the purpose of obtaining Services for the following improvement:

Owner's Representative Services
Lift Station No. 2
Bonner Springs, Kansas

WHEREAS, the CONSULTANT is licensed in accordance with the laws of the State of Kansas and is qualified to perform the Professional Services desired by the CLIENT now therefore:

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION 1 – DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this contract, and other forms of any defined words shall have a meaning parallel thereto.

- 1.1 “Additional Services” means any Services requested by the CLIENT which are not covered by Exhibit 1 of this Agreement.
- 1.2 “Agreement” means this contract and includes change orders issued in writing.
- 1.3 “CLIENT” or “Client” means the agency, business or person identified on page 1 as “CLIENT” and is responsible for ordering and payment for work on this project.
- 1.4 “CONSULTANT” or “Consultant” means the company identified on page 1. CONSULTANT shall employ for the Services rendered, engineers, architects and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.
- 1.5 “Contract Documents” means those documents so identified in the Agreement for this Project, including Engineering, Architectural and/or Survey documents under this Agreement. Terms defined in General Conditions shall have the same meaning when used in this Agreement unless otherwise specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.
- 1.6 “Engineering Documents” or “Architectural Documents” or “Survey Documents” means plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums or correspondence related to the work described in Exhibit 1 attached hereto.
- 1.7 “Consulting Services” or “Engineering Services” or “Architectural Services” or “Survey Services” means the professional services, labor, materials, supplies, testing and other acts or duties required of the CONSULTANT under this Agreement, together with Additional Services as CLIENT may request and evidenced by a supplemental agreement pursuant to the terms of this Agreement.

- 1.8 “Services” is a description of the required work as shown in **Exhibit 1**.
- 1.9 “Subsurface Borings and Testing” means borings, probings and subsurface explorations, laboratory tests and inspection of samples, materials and equipment; and appropriate professional interpretations of all the foregoing.

SECTION 2 – RESPONSIBILITIES OF CONSULTANT

- 2.1 **SCOPE OF SERVICES:** The CONSULTANT shall furnish and perform the various Professional Services of the Project to which this Agreement applies, as specifically provided in **Exhibit 1** for the completion of the Project.

2.2 GENERAL DUTIES AND RESPONSIBILITIES

- 2.2.1. **Personnel:** The CONSULTANT shall assign qualified personnel to perform professional Services concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal point of contact on this Project.

Name:	David Hamby, P.E., CFM
Address:	1405 Wakarusa Drive
	Lawrence, KS 66049
Phone:	785-727-7278

- 2.2.2. **Standard of Care:** In the performance of professional Services, CONSULTANT will use that level of care and skill ordinarily exercised by reputable members of CONSULTANT’s profession currently practicing in the same locality under similar conditions. No other representation, guarantee or warranty, express or implied, is included or intended in this agreement or in any communication (oral or written) report, opinion, document or instrument of service.
- 2.2.3. **Independent Contractor:** The CONSULTANT is an independent contractor and as such is not an employee of the Client.
- 2.2.4. **Insurance:** CONSULTANT will maintain insurance for this Agreement in the following types: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL), (iii) automobile liability insurance and (iv) Professional liability insurance.
- 2.2.5. **Subsurface Borings and Material Testing:** If tests additional to those provided in Exhibit 1 are necessary for design, the CONSULTANT shall prepare a request for the necessary additional borings and procure at least two proposals, including cost, from Geotechnical firms who engage in providing Subsurface Borings and Testing Services. The CONSULTANT will provide this information to the Client and the Client will contract directly with the Geotechnical firm. The CONSULTANT will not charge an add-on percentage for the Geotechnical firm’s work. The Client will pay the Geotechnical firm separately from this Agreement.
- 2.2.6. **Service by and Payment to Others:** Any work authorized in writing by the Client and performed by a third party, other than the CONSULTANT or their subconsultants in connection with the proposed Project, shall be contracted for and paid for by the Client directly to the third party or parties. Fees for extra work shall be subject to negotiation between the CLIENT and the third party. Fees shall be approved by the CLIENT prior to the execution of any extra work. Although the CONSULTANT may assist the CLIENT in procuring such Services of third parties. Where any design services are provided by persons or entities not under CONSULTANT’s direct control, CONSULTANT’s role shall be limited to its evaluation of the general conformance with the design intent and the interface with CONSULTANT’s design and portion of the project. Except to the extent it is actually aware of a deficiency, error, or omission in such design by others,

CONSULTANT shall have no responsibility for such design and may rely upon its adequacy, accuracy, and completeness in all respects.

- 2.2.7. **Subcontracting of Service:** The CONSULTANT shall not subcontract or assign any of the architectural, engineering, surveying or consulting Services to be performed under this Agreement without first obtaining the approval of the Client regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Neither the CLIENT nor the CONSULTANT shall assign any rights or duties under this Agreement without the prior consent of the other party.
- 2.2.8. **Endorsement:** The CONSULTANT shall sign and seal final plans, specifications, estimates and data furnished by the CONSULTANT according to Kansas Statutes and Rules and Regulations.
- 2.2.9. **Force Majeure:** Should performance of Services by CONSULTANT be affected by causes beyond its reasonable control, Force Majeure results. Force Majeure includes, but is not restricted to, acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than contractors engaged directly by CONSULTANT; fires; floods; labor disturbances; epidemics; and unusually severe weather. CONSULTANT will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by CONSULTANT.
- 2.2.10. **Inspection of Documents:** The CONSULTANT shall maintain Project records for inspection by the CLIENT during the contract period and for three (3) years from the date of final payment.
- 2.2.11. **No Fiduciary Duty:** The CONSULTANT shall perform its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances ("Standard of Care"). The CONSULTANT shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. CONSULTANT makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with CONSULTANT's services. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. The CONSULTANT shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

SECTION 3 – CLIENT RESPONSIBILITIES

3.1 GENERAL DUTIES AND RESPONSIBILITIES

- 3.1.1. **Communication:** The CLIENT shall provide to the Consultant information and criteria regarding the CLIENT's requirement for the Project; examine and respond in a timely manner to the Consultant's submissions and give notice to the Consultant whenever the CLIENT observes or otherwise becomes aware of any defect in the Services. The CLIENT represents that all information they provide is accurate. Our review and use of the information will be to the standard of care and any delays or additional costs due to inaccurate information will be the responsibility of the CLIENT.
- 3.1.2. **Access:** The CLIENT will provide access agreements for the Consultant to enter public and private property when necessary.
- 3.1.3. **Duties:** The CLIENT shall furnish and perform the various duties and Services in all phases of the Project which are outlined and designated in Exhibit 1 as the CLIENT's responsibility.

- 3.1.4. **Program and Budget:** The CLIENT shall provide full information stating the CLIENT's objectives, schedule, budget with reasonable contingencies and necessary design criteria so that Consultant is able to fully understand the project requirements.
- 3.1.5. **Testing:** Any additional tests required to supplement the Scope of Services or tests required by law shall be furnished by the CLIENT.
- 3.1.6. **Legal, Insurance, Audit:** The CLIENT shall furnish all legal, accounting and insurance counseling Services as may be necessary at any time for the Project. The CLIENT shall furnish all bond forms required for the Project.
- 3.1.7. **Project Representative:** The CLIENT will assign the person indicated below to represent the CLIENT in coordinating this Project with the CONSULTANT, with authority to transmit instructions and define policies and decisions of the CLIENT.

Name: Frank Abart
Address: 200 E 3rd St.
Bonner Springs, KS 66012
Phone: 913-422-1020

- 3.1.8. **Billing Contact:** In this section, the CLIENT will identify the billing contact and address. The CONSULTANT will submit invoices according to this contract to the CLIENT's billing contact at the address shown:

Name: Same as above
Address: _____

Phone: _____

SECTION 4 – PAYMENT

4.1 COMPENSATION

- 4.1.1. **Fee and Expense:** The CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule; Exhibit 2 and the actual reimbursable expenses permitted under this Agreement and incurred on the Project. This fee is based on the scope of Services outlined in Exhibit 1 of this Agreement and shall be completed on or before December 31, 2023. Payment is due within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.2. **Hourly Rate:** Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule attached hereto as Exhibit 2, and reimbursable expenses not contemplated in this Agreement will be charged at actual cost plus ten (10) percent. No Additional Services or costs shall be incurred without proper written authorization of the CLIENT.
- 4.1.3. **Annual Rate Adjustment:** The payment amounts listed in this Agreement are based on the work being performed within one year of the contract date. Because of natural time delays that may be encountered in the administration and work to be performed for the project, each value will be increased at the rate of 3%, compounded annually, beginning after one year from the date of the contract and ending when that item is approved for billing.
- 4.1.4. **Reimbursable Expenses:** Reimbursable expenses plus ten (10) percent shall be charged. Reimbursable expenses include, but are not limited to, expenses of transportation in connection

with the Project; expenses in connection with authorized out-of-town travel; expenses of printing and reproductions; postage; expenses of renderings and models requested by the CLIENT and other costs as authorized by the CLIENT. Reimbursable expenses will not include overhead costs or additional insurance premiums.

- 4.1.5. **Sales Tax:** Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on any amount of compensation, fees or Services. Should such taxes be imposed, the CLIENT shall reimburse the CONSULTANT in addition to the contractual amounts provided. The CLIENT shall provide tax exempt number, if required, and if requested by the CONSULTANT.
- 4.1.6. **Billing:** CONSULTANT shall bill the CLIENT monthly for services and reimbursable expenses according to **Exhibit 2**. The bill submitted by CONSULTANT shall itemize the services and reimbursable expenses for which payment is requested, notwithstanding any claim for interest or penalty claimed in a CONSULTANT's invoice. The CLIENT agrees to pay within thirty (30) days of billing by the CONSULTANT and any late payment will incur an interest charge of one and one-half (1½) percent per month.
- 4.1.7. **Timing of Services:** CONSULTANT will perform the Services according to Exhibit 2. However, if during their performance, for reasons beyond the control of the CONSULTANT, delays occur, the parties agree that they will negotiate in writing an equitable adjustment of time and compensation, taking in to consideration the impact of such delays. CONSULTANT will endeavor to start its services on the anticipated start date and continue to endeavor to complete its services according to the schedule indicated in Exhibit 2. The start date, completion date and any milestone for project delivery are approximate only and CONSULTANT reserves the right to adjust its schedule and all of those dates at its sole discretion for delays caused by the CLIENT, Owner or third parties.
- 4.1.8. **Change in Scope:** For modifications in authorized scope of services or project scope and/or modifications of drawings and/or specifications previously accepted by the CLIENT, when requested by the CLIENT and through no fault of the CONSULTANT, the CONSULTANT shall be compensated for time and expense required to incorporate such modifications at CONSULTANT's standard hourly rates per Exhibit 2. CONSULTANT shall correct or revise errors or deficiencies in its designs, drawings or specifications without additional compensation when due to CONSULTANT's negligence, error or omission.
- 4.1.9. **Additional Services:** The CONSULTANT shall provide, with the CLIENT's concurrence, Services in addition to those listed in Exhibit 1 when such Services are requested in writing by the CLIENT. Prior to providing Additional Services, the CONSULTANT will submit a proposal outlining the Additional Services to be provided. Payment to the CONSULTANT, as compensation for these Additional Services, shall be in accordance with the attached hourly rate schedule attached as Exhibit 2. Reimbursable expenses incurred in conjunction with Additional Services shall be paid separately and those reimbursable expenses shall be paid at cost plus ten (10) percent. Records of reimbursable expenses and expenses pertaining to Additional Services and Services performed on an hourly basis shall be made available to the CLIENT if so requested in writing.
- 4.1.10. **Supplemental Agreement:** This Agreement may be amended to provide for additions, deletions and revisions in the Services or to modify the terms and conditions thereof by written amendment signed by both parties. The contract price and contract time may only be changed by a written supplemental agreement approved by the CLIENT, unless it is the result of an emergency situation, in which case the CLIENT may give verbal, e-mail or facsimile approval which shall be the same as written and approved supplemental agreement.

SECTION 5 – MUTUAL PROVISIONS

5.1 TERMINATION

- 5.1.1. **Notice:** The CLIENT reserves the right to terminate this Agreement for either cause or for its convenience and without cause or default on the part of the CONSULTANT, by providing written notice of such termination to the CONSULTANT. Such notice will be with Twenty Four (24) hours' notice.

The CONSULTANT reserves the right to terminate this Agreement based on failure of CLIENT to make payments or any material breach by the CLIENT.

If the CLIENT fails to make payments to the CONSULTANT in accordance with this Agreement or fails to meet its other material responsibilities under this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the CONSULTANT's option, cause for suspension of performance of services under this Agreement. If the CONSULTANT elects to suspend services, the CONSULTANT shall give seven (7) days' written notice to the CLIENT before suspending services. In the event of a suspension of services, the CONSULTANT shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of services. Before resuming services, the CONSULTANT shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the CONSULTANT's services. The CONSULTANT's fees for the remaining services and the time schedules shall be equitably adjusted.

- 5.1.2. **Compensation for Convenience Termination:** If CLIENT shall terminate for its convenience, as herein provided, CLIENT shall compensate CONSULTANT for all Services completed to date prior to receipt of the termination notice.
- 5.1.3. **Compensation for Default Termination:** If the CLIENT shall terminate for cause or default on the part of the CONSULTANT, the CLIENT shall compensate the CONSULTANT for the reasonable cost of Services completed to date of its receipt of the termination notice. Compensation shall not include anticipatory profit or consequential damages, neither of which will be allowed.
- 5.1.4. **Incomplete Documents:** Neither the CONSULTANT, nor its subconsultant, shall be responsible for errors or omissions in documents which are incomplete as a result of an early termination under this section, the CONSULTANT having been deprived of the opportunity to complete such documents and certify them as ready for construction and/or complete.

5.2 DISPUTE RESOLUTION

- 5.2.1. If a claim, dispute or controversy arises out of or relates to the interpretation, application, enforcement or performance of Services under this Agreement, CONSULTANT and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of CONSULTANT and CLIENT. If such negotiations are unsuccessful, CONSULTANT and CLIENT agree to attempt to settle the dispute by good faith mediation. If the dispute cannot be settled through mediation, and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Kansas. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

5.3 OWNERSHIP OF INSTRUMENTS OF SERVICE

- 5.3.1. All documents prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's professional service, and CONSULTANT shall retain ownership and property interest therein, including all copyrights. Upon payment for services rendered, CONSULTANT grants CLIENT a license to use instruments of CONSULTANT's professional service for the purpose of constructing, occupying, or maintaining the project. Reuse or

modification of any such documents by CLIENT, without CONSULTANT's written permission, shall be at CLIENT's sole risk, and CLIENT agrees to indemnify, defend, and hold CONSULTANT harmless from all claims, damages, and expenses, including attorneys' fees, arising out of such reuse by CLIENT or by others acting through CLIENT.

5.4 INDEMNIFY AND HOLD HARMLESS

- 5.4.1. CLIENT shall indemnify and hold CONSULTANT, its officers and employees harmless from and against any claim, judgment, demand or cause of action to the extent caused by: (i) CLIENT's breach of this Agreement; (ii) the negligent acts or omissions of CLIENT or its employees, contractors or agents; (iii) site access or damages to any surface or subterranean structures or any damage necessary for site access.
- 5.4.2. In addition, where the Services include preparation of plans and specifications and/or construction observation activities for CLIENT, CLIENT agrees to have its construction contractors agree in writing to indemnify and hold harmless CONSULTANT from and against loss, damage, or injury attributable to personal injury or property damage to the extent caused by such contractors' performance or nonperformance of their work. The CLIENT will cause the contractor to name BG Consultants, Inc. (CONSULTANT) as additional insured on the contractor's General Liability Policy.
- 5.4.3. CONSULTANT shall indemnify and hold CLIENT and its employees and officials from loss to the extent caused or incurred as a result of the negligence, errors or omissions of the CONSULTANT, its officers or employees in performance of Services pursuant to this Agreement.

5.5 ENTIRE AGREEMENT

- 5.5.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

5.6 APPLICABLE LAW

- 5.6.1. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with laws of the State of Kansas.

5.7 ASSIGNMENT OF AGREEMENT

- 5.7.1. This Agreement shall not be assigned or transferred by either the CONSULTANT or the CLIENT without the written consent of the other.

5.8 NO THIRD PARTY BENEFICIARIES

- 5.8.1. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

5.9 LIMITATION OF LIABILITY

- 5.9.1. CLIENT's exclusive remedy for any alleged breach of standard of care hereunder shall be to require CONSULTANT to re-perform any defective Services. Notwithstanding any other provision of this Agreement, the total liability of CONSULTANT, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation

actually paid to CONSULTANT for the Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the Services.

5.9.2. It is agreed to by the parties to this Agreement that the CONSULTANT's services in connection with the Project shall not subject CONSULTANT's employees, officers, or directors to any personal liability or legal exposure for risks associated with the Project. Therefore, the CLIENT agrees that the CLIENT's sole and exclusive remedy for any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a Kansas corporation, and not against any of the CONSULTANT's individual employees, officers or directors.

5.9.3. CONSULTANT and CLIENT shall not be responsible to each other for any special, incidental, indirect or consequential damages (including lost profits) incurred by either CONSULTANT or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

5.10 COMPLIANCE WITH LAWS

5.10.1 CONSULTANT shall abide by known applicable federal, state and local laws, ordinances and regulations applicable to this Project until the Consulting Services required by this Agreement are completed consistent with the Professional Standard of Care. CONSULTANT shall secure occupational and professional licenses, permits, etc., from public and private sources necessary for the fulfillment of its obligations under this Agreement.

5.11 TITLES, SUBHEADS AND CAPITALIZATION

5.11.1 Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement. Some terms are capitalized throughout the Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

5.12 SEVERABILITY CLAUSE

5.12.1. Should any provision of this Agreement be determined to be void, invalid or unenforceable or illegal for whatever reason, such provisions shall be null and void; provided, however that the remaining provisions of this Agreement shall be unaffected hereby and shall continue to be valid and enforceable.

5.13 FIELD REPRESENTATION

5.13.1. Unless otherwise expressly agreed to in writing, CONSULTANT shall not be responsible for the safety or direction of the means and methods at the contractor's project site or their employees or agents, and the presence of CONSULTANT at the project site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, CLIENT will advise any contractors that Consultant's Services are so limited. CONSULTANT will not assume the role of "prime contractor", "constructor", "controlling employer", "supervisor" or their equivalents, unless the scope of such Services are expressly agreed to in writing.

5.14 HAZARDOUS MATERIALS

5.14.1. The CONSULTANT and the CONSULTANT's subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal or exposure of persons to hazardous materials in any form at the Project site.

5.15 AFFIRMATIVE ACTION

5.15.1. The CONSULTANT agrees to comply with the provisions of K.S.A. 44-1030 in the Kansas Acts Against Discrimination.

5.16 SPECIAL PROVISIONS

5.16.1. Special Provisions may be attached and become a part of this agreement as **Exhibit 3**.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate this _____ day of _____, 20__.

CONSULTANT:

BG Consultants, Inc.

By: _____

Printed Name: David J. Hamby

Title: Vice President

CLIENT:

City of Bonner Springs, Kansas

By: _____

Printed Name: _____

Title: _____

END OF CONSULTANT-CLIENT AGREEMENT

EXHIBIT 1 SCOPE OF SERVICES

Owner's Representative Services for Lift Station No. 2 Improvements Bonner Springs, Kansas

I. PROJECT LOCATION AND DESCRIPTION

- a. The City is planning to reconstruct Lift Station No. 2 and desires that CONSULTANT provide Owner's Representative Services to assist them.

II. OWNER'S REPRESENTATIVE SERVICES

- a. Meet with Bonner Springs staff to determine specific project needs and general project desires of the CLIENT. Receive and review available information, reports, and plans.
- b. Assist the City in the design phase of the project attending project design meetings, reviewing project submittals, and providing assistance to City Staff as needed.
- c. Assist the City in preparing documentation needed for the financing method chosen by the City. Prepare pay requests, coordinate with funding agencies, and provide other services as requested.
- d. The CONSULTANT is not a municipal advisor and will not offer advice regarding municipal financial products or the issuance of municipal securities.

III. CONSTRUCTION OBSERVATION

- a. Perform construction observation of the Project.
- b. Keep CLIENT informed of any significant issues, problems, or changes to the plans during construction.
- c. Provide detailed daily reports of construction activity, review testing reports, calculate quantities and review pay requests, provide technical support in the field to City Staff, serve as the conduit for communication between the Contractor and the CLIENT, make recommendation on disposition of questionable product and attend progress meetings with the project team.
- d. Complete and submit paperwork and documentation required during the project and final paperwork and documentation to complete the project.
- e. Prepare and submit withdraw requests from the funding agency and provide support documentation as required by the agency.
- f. At completion of project, assist the Design Engineer in providing record drawings to CLIENT for their permanent records.

EXHIBIT 2

COST AND SCHEDULE

Professional Fee:

For the services set forth in EXHIBIT 1, the CLIENT agrees to pay the CONSULTANT a fee based on the actual hours expended on the Project at the rates indicated in the attached Fee Schedule.

Reimbursable Expenses:

Reimbursable expenses are in addition to the fee above and will be billed at the amount expended by BG Consultants in the interest of the project.

Schedule:

The work will commence after receipt of the signed agreement. The CONSULTANT will coordinate the work schedule with the CLIENT.

EXHIBIT 3
SPECIAL PROVISIONS

The following items are attached following this page:

2022 BG Consultants Standard Hourly Rates (1 Page)

KDHE SRF Contract Provisions for Consultant Contracts (6 Pages)

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO. _____

MUNICIPALITY Bonner Springs, Kansas

CONTRACTOR'S
SIGNATURE _____

TITLE Vice President

KPWSLF NO. _____

DATE June 30, 2022



 KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

David J. Hamby, P.E., CFM, Vice President

Typed Name & Title of Authorized Representative

June 30, 2022

Signature and Date of Authorized Representative

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. 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 contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any KPWSLF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions." The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

2022 BG CONSULTANTS STANDARD HOURLY RATES

<u>POSITION</u>	<u>STANDARD PER HOUR 2022</u>
PRINCIPAL III	\$280.00
PRINCIPAL II	\$245.00
PRINCIPAL I	\$222.00
ENGINEER/ARCHITECT V	\$200.00
ENGINEER/ARCHITECT IV	\$177.00
ENGINEER/ARCHITECT III	\$167.00
ENGINEER/ARCHITECT II	\$156.00
ENGINEER/ARCHITECT I	\$135.00
INTERN ENGINEER/GRADUATE ARCHITECT IV	\$153.00
INTERN ENGINEER/GRADUATE ARCHITECT III	\$146.00
INTERN ENGINEER/GRADUATE ARCHITECT II	\$136.00
INTERN ENGINEER/GRADUATE ARCHITECT I	\$117.00
TECHNICIAN IV	\$140.00
TECHNICIAN III	\$124.00
TECHNICIAN II	\$110.00
TECHNICIAN I	\$99.50
TECHNICIAN	\$74.00
SENIOR CONSTRUCTION OBSERVER	\$140.00
CERTIFIED CONSTRUCTION OBSERVER	\$114.00
CONSTRUCTION OBSERVER	\$100.00
SENIOR PROJECT SURVEYOR	\$180.00
PROJECT SURVEYOR	\$150.00
ASSISTANT PROJECT SURVEYOR	\$125.00
FIELD SUPERVISOR	\$110.00
FIELD SURVEYOR II	\$89.00
FIELD SURVEYOR I	\$76.00
CLERICAL II	\$74.00
CLERICAL I	\$59.00

Note: 1) The hourly rates shown above are effective for services through December 31st of the contract year and are subject to revision annually.
2) For any Federal Wage and Hour Law non exempt personnel, overtime will be billed at 1.5 times the hourly labor billing rates shown.
3) Expert Witness and Depositions will be charged at 1.5 times the hourly labor billing rates shown.

Memorandum

Date: July 25, 2022
To: Mayor and City Council
From: Matt Beets

Subject: 2022 Street Resurfacing Change Order and Acceptance

Recommendation: Staff recommends approval.

Action: Make a motion to approve Change Order No.1 with McAnany Construction, in the amount of \$34,856.90, approve final payment of \$99,214.28 and accept the project for a final project cost of \$678,430.69.

Background: City Council awarded a contract in the amount of \$643,573.79 to McAnany Construction on April 25, 2022 to resurface six (6) streets.

Discussion: While resurfacing, we discovered two large "soft" areas under the existing pavement (one area on West Riverview and the other on South Neconi). A dollar amount for full depth replacement in case an area is identified was included in the original. The original purchase order for this project did not include an allowance for full depth repairs as, at the time of bid opening, these issues had not been discovered. While the contractor was on-site, we measured and marked out the areas and the contractor dug out and replaced additional asphalt to the road base to bridge the soft areas. Public Works staff will continue to monitor these full depth areas in the future. These areas amounted to an increase in the project budget of \$34,856.90.

Financial Impact: The 2022 Street program had \$850,000 available for street work. After the final payment and Change Order to McAnany Construction, leaves \$171,569.31 for other street work later this year.

Contractor's Application for Payment No.

3 - Final

To (Owner):	City of Bonner Springs, KS	Application Period:	7/11/2022
Project:	2022 Resurfacing Project	From (Contractor):	McAnany Construction
Owner's Contract No.:	22-SSS-011-100	Contract:	REQ. 00161
		Contractor's Project No.:	
		Engineer's Project No.:	N/A

Application For Payment
Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1 - Adjustments, Repairs, Striping	\$34,856.90	
TOTALS	\$34,856.90	
NET CHANGE BY CHANGE ORDERS		\$34,856.90

1. ORIGINAL CONTRACT PRICE..... \$ \$643,573.79

2. Net change by Change Orders..... \$ \$34,856.90

3. Current Contract Price (Line 1 ± 2)..... \$ \$678,430.69

4. TOTAL COMPLETED AND STORED TO DATE..... \$ \$678,430.69

(Column F on Progress Estimate)..... \$ \$678,430.69

5. RETAINAGE:

a. 10% X Work Completed..... \$

b. 10% X Stored Material..... \$

c. Total Retainage (Line 5a + Line 5b)..... \$

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ \$678,430.69

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$579,216.41

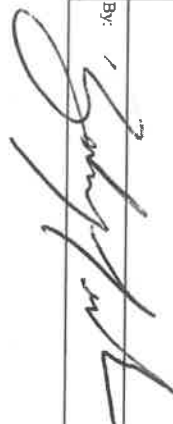
8. AMOUNT DUE THIS APPLICATION..... \$ \$99,214.28

9. BALANCE TO FINISH, PLUS RETAINAGE..... \$

(Column G on Progress Estimate + Line 5 above)..... \$

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such liens, security interests or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 7/11/2022

Payment of: \$ (Line 8 or other - attach explanation of the other amount)

is recommended by: (Engineer) (Date)

Payment of: \$ (Line 8 or other - attach explanation of the other amount)

is approved by:  (Owner) 7/11/22 (Date)

Approved by: Funding Agency (if applicable) (Date)

Contractor's Application

Page 2 of 4

City Manager's Update

Date: July 22nd, 2022

To: Mayor and City Council

General

- Staff is working on Round 2 of the MARC Surface Transportation Block Grant Program application (projects include Tiblow multimodal hub and Metropolitan reconstruction), and score modifications on the MARC Planning Sustainable Places (Riverfront Park Preliminary Design) application.
- Staff is working to develop a strategy to discuss new water plant and build a campaign for public information about water treatment and costs. Water billing and treatment seem to be very big concerns for residents and we need to develop a strategy for supplying information on water treatment, costs, and impact to residents.
- Initial information for the City's upcoming sales tax ballot questions was included in the recent newsletter. Staff is also working on a campaign with city staff to use for the upcoming election to educate/inform the public on how the city uses the funds.

Community & Economic Development

- Developers of the Sandstone Townhomes are waiting on plan approvals from the State and KDHE.
- The Old Dominion Freight Line project is getting close to wrap-up stages with the developer working with staff and Evergy on street light installation along the new 129th Street extension.

Fire

- Applied and received approval of FEMA COVID Funding to be used towards needed equipment items, notably multi-use Protective Equipment. The total amount of the award was \$23,095.24 Federal with a matching \$1,154.76 of local funds. **Total Grant \$24,250**
- Currently completing a unified emergency services fleet design project. These new marking patterns are designed to enhance visibility and safety of the vehicles, create a common theme and heightened awareness/identification of our vehicles, and improve overall aesthetics.
- Department has been selected for a Medicare review. This is random selection that takes place every few years. This is the 1st review we have been part of. It involves an overview of costs and processes internally to validate our Medicare eligibility. This will be a substantial allocation of resources to produce the required documentation over the next month.

Public Works

- New Water Treatment Plant Project – moving into full design
 - Pursuing easements along Hwy 32 and LOF/BPU, clarifying existing easements
- Preparing for Caboose Painting project at Centennial Park
- Playground surfacing replacement at Lions Park pending contractor schedule
- Water Meter Replacement Project in progress with 132 installs at this point

Recreation

- Aloha Fridays at the Pool
 - Every Friday in July for 4-7 PM, \$4 Admission to the pool
- Silent Disco 7/26 7-8 - Lions Park Concessions Area
- Since we are half way through the pool season, memberships are 1/2 price now through the end of the season.
- Registration for fall sports (soccer, fall ball, volleyball) is open

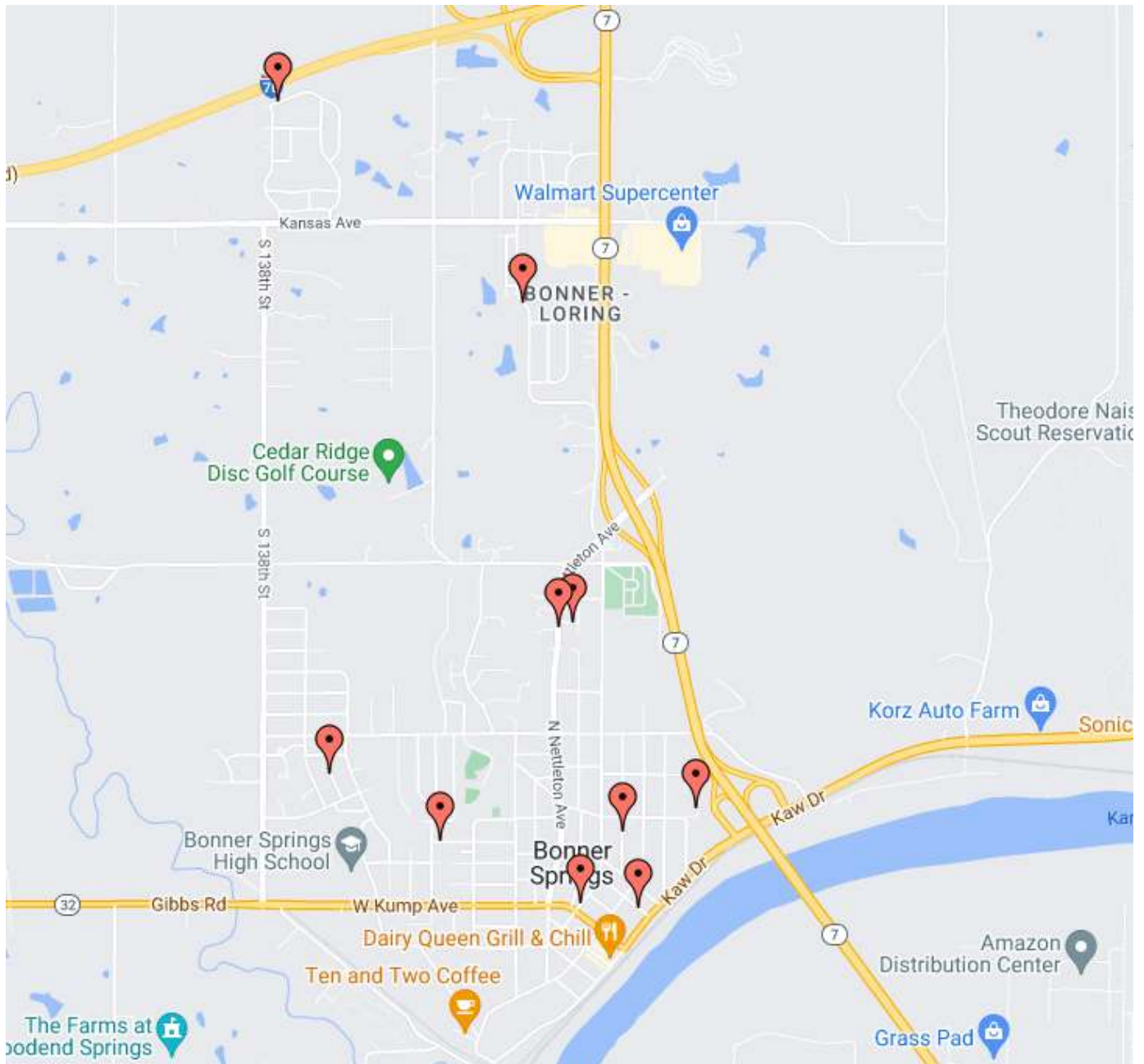
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REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 7/4/2022 THRU 7/17/2022

STATUS: OPENED, COMPLETED

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION	0
COMMERCIAL REMODEL	0
COMMERCIAL ROOF	1
DECK	0
DRIVEWAY	0
DEMOLITION	0
ELECTRICAL	1
FENCE	1
FIREWORKS	0
GENERAL INSPECTION	0
MECHANICAL	2
PLUMBING	2
POOL, ABOVE GROUND	1
POOL, IN GROUND	0
RESIDENTIAL ACCESSORY STRUCTURE	1
RESIDENTIAL MANUFACTURED MOVE-IN	0
RESIDENTIAL NEW/ADDITION	0
RESIDENTIAL REMODEL	2
RIGHT OF WAY	0
SIGN	0
TENT	0
UTILITIES OFF	1
=====	
TOTAL NEW PERMITS	12
 TOTAL ACTIVE PERMITS	 101



CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

INCIDENT CODE: * - All

USER: mstites

DATES: 7/4/2022 THRU 7/17/2022

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH	1	6	2
GENERAL	6	26	27
INOP/UNLIC/ON-GRASS	3	42	48
OUTSIDE STORAGE	2	47	58
PERMIT CHECK.....	3	74	0
PROPERTY MAINTENANCE	2	22	27
SIGNS.....	10	183	0
SNOW & ICE.....	0	8	0
TALL GRASS/WEEDS	6	6	50

=====

TOTALS 33 414 212

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

