



City of Bonner Springs

KANSAS

Monday, September 12, 2022

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

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

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.

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.

PRESENTATIONS

1. Proclamation - POW/MIA Remembrance Day

Action

Recommendation

Documents:

2. Wyandotte County District Attorney Mark Dupree

Action

Recommendation

Documents:

CONSENT AGENDA

1. Minutes of the August 22, 2022 City Council Meeting

Action

Make a motion to approve the minutes as presented.

Recommendation

Documents:

1. 08222022 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
5. UTILITY BILLING REFUND REGISTER

3. Public Use Request - Homecoming Parade

Action

Make a motion to approve the public use request for the Homecoming Parade

Recommendation

Approval

Documents:

1. PUR - Homecoming

4. Public Use Request - Junkers Jamboree

Action

Make a motion to approve the Public Use Request for Junkers Jamboree

Recommendation

Approval

Documents:

1. PUR - Junkers Jamboree

5. Massage Therapy License - Helping Hands Therapeutic Massage

Action Make a motion to approve the Massage Therapist License for Deborah Fontaine at Helping Hands Therapeutic Massage

Recommendation

Documents:

OLD BUSINESS

NEW BUSINESS

1. Public Hearing for 2022 Budget Amendments and the 2023 Budget

Action 1. Make a motion to open a Public Hearing for the 2022 Budget Amendments and 2023 Budget beginning at _____p.m.
2. Make a motion to close the Public Hearing at _____ p.m.

Recommendation The City Manager and Finance Director recommend approval

Documents:

1. 2022 Amended Budget Notice
2. 2023 Budget Hearing Notice
3. THREE YEAR GENERAL FUND CONSOLIDATED FINANCIAL SCHEDULES
4. Library Revised Budget 9-8-2022 increased County Distribution
5. Budget Certificate
6. 2023 Budget Calendar

2. Approve 2022 Budget Amendments and 2023 Budget

Action Make a motion to adopt the 2022 Budget Amendments, the 2023 Budgeted Expenditures of \$29,927,213 and the 2022 Ad Valorem Tax for the 2023 Budget in the amount of \$4,420,687.

Recommendation The City Manager and Finance Director recommend approval.

Documents:

1. Budget Certificate

3. Public Hearing for Sandstone Townhomes Rural Housing Incentive District

Action 1. Make a motion to open the public hearing at ____:____ p.m.
2. Hear public comments.
3. Make a motion to close the public hearing at ____:____ p.m.

Recommendation Staff and Bond Counsel recommend holding the public hearing as statutorily required.

Documents:

4. Ordinance to Establish the Sandstone Rural Housing Incentive District

Action Make a motion to adopt an ordinance establishing a rural housing incentive district within the city and adopting a plan for the development of housing and public facilities in the district.

Recommendation Staff and Bond Counsel recommend approval of the ordinance to establish the RHID.

Documents:

1. Sandstone Townhomes RHID Ordinance Final
2. Sandstone Townhomes RHID Development Plan
3. Sandstone Townhomes Development Agreement
4. Sandstone RHID Property Taxes Spreadsheet
5. Sandstone Townhomes Rendering

5. Kansas Avenue - Engineering/Design Services Agreement

Action Make a motion to approve the Agreement with Wilson & Company, Inc. for Engineering Services associated with culvert replacement design at 137th & Kansas Ave. in the amount of \$18,875

Recommendation Public Works Director recommends approval.

Documents:

1. Kansas Ave Culvert Replacement Scope of Services and Fee

6. Ordinance to Adopt the Standard Traffic Ordinance 49th Edition

Action Make a motion to approve an ordinance to adopt the Standard Traffic Ordinance 49th Edition

Recommendation The City Attorney and City Clerk recommend approval.

Documents:

1. Ordinance No. (STO)

7. Ordinance to Adopt the Uniform Public Offense Code 38th Edition

Action Make a motion to approve an ordinance to adopt the Uniform Public Offense Code 38th edition

Recommendation The City Attorney and City Clerk recommend approval.

Documents:

1. Ordinance No. (UPOC)

8. CALEA Agency Support Program (CASP) Grant Application

Action Make a motion authorizing the Chief of Police to submit a CALEA Agency Support Program (CASP) Grant Application

Recommendation The City Manager and Chief of Police recommend approval

Documents:

1. Bonner Springs CASP Application - r2017_Completed
2. \$\$Benefits of CALEA Participation
3. \$2022 CALEA Presentation v22-1
4. 2022 June CALEA North Central Region Agencies

9. Digticket Amendment

Action Make a motion to approve the change order to reduce the service pricing.

Recommendation The Police Chief recommends approval

Documents:

1. DigiTicket Proposed Change Order

REPORTS

1. City Manager's Report

Action

Recommendation

Documents:

1. City Managers Update 9-9-22
2. BSFM-Recycling
3. Farmers Market Pavilion (3)
4. InCode Building Permit Report
5. 9.6.22 PC Bi-weekly Pending
6. InCode Code Enforcement Report

2. City Council Items

Action

Recommendation

Documents:

3. Mayor's Report

Action

Recommendation

Documents:

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From:

Subject: Wyandotte County District Attorney Mark Dupree

Recommendation:

Action:

Background:

Discussion:

Financial Impact:

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From:

Subject: Minutes of the August 22, 2022 City Council Meeting

Recommendation:

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

Background:

Discussion:

Financial Impact:

City Council Minutes – Regular Meeting – August 22, 2022

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

Councilmembers present: Mayor Harrington, Shannon, Long, Wood, Gurley, Kipp, Stephens and Reeves.

Councilmembers Thompson was absent

City staff present: Sean Pederson, City Manager; Chris Brake, City Clerk; Amber Vogan, Assistant City Manager; Matt Zayas, Assistant to the City Manager; Tillie LaPlante, Finance Director; Frank Abart, Public Works Director and Chris Jennings, Fire Chief

The Mayor led the Pledge of Allegiance to the Flag of the United States of America and asked Pastor Flournoy, to lead the invocation.

PRESENTATION – Greg Kindle and John Salazar presented information about the Wyandotte Economic Development Council's work in Wyandotte County and in Bonner Springs.

Citizen Concerns about Items Not on Today's Agenda – None presented.

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 August 8, 2022 City Council Meeting
2. Claims for City Operations
3. PHA Claims for City Operations
4. Massage Therapy License Renewal – Essential Massage
5. Massage Therapy Business Establishment and Therapy License Renewal – Helping Hands Therapeutic Massage
6. Massage Therapy License – Helping Hands Therapeutic Massage
7. League Voting Delegates for Annual Conference Business Meeting for 2022

Stephens requested item No. 3 PHA Claims for City Operations be pulled for separate consideration.

Gurley moved and Shannon seconded to approve the consent agenda without item no. 3. Unanimous approval.

OLD BUSINESS – None Presented.

NEW BUSINESS –

1. **PHA Claims for City Operations** – Stephens moved and Reeves seconded to approve the PHA Claims for City Operations. Unanimous approval.
2. **Public Hearing to Levy a Property tax Rate Exceeding the Revenue Neutral Rate** - Gurley moved and Stephens seconded to open a Public Hearing to Exceed the Revenue Neutral Rate beginning at 8:10 p.m.

The Mayor asked for public comment – Edmond Nicotra, 735 Sheidley Avenue, expressed concern that property taxes have increased and is concerned people will move out of Bonner Springs. He asked the Council to consider not increasing the mill levy.

Barbara Cameron, 807 Lake Forest, is concerned about how much the assessed values went up to exceed the revenue neutral rate.

Shannon moved and Stephens seconded to close the public hearing at 8:18 p.m. Unanimous approval.

3. **Approve a Resolution to Levy a Property Tax Rate Exceeding the Revenue Neutral Rate-** Stephens moved and Shannon seconded to approve a resolution to levy a property tax rate exceeding the Revenue Neutral Rate. Motion carried on a 6-1 vote with Kipp voting no. Resolution No. 2022-14.
4. **Approve Notice of Public Hearing and Schedule Public Hearing for Proposed 2022 Budget Amendments -** Shannon moved and Long seconded seconded to approve notice of a public hearing and schedule a public hearing for proposed 2022 budget amendments for Monday, September 12, 2022. Unanimous approval.
5. **Approve Notice of Public Hearing and Schedule Public Hearing for Proposed 2023 Budget -** Gurley moved and Stephens seconded to approve the public hearing notice and schedule the public hearing for the 2023 budget for Monday, September 12, 2022. Unanimous approval.
6. **Resolution Finding Land to be in Public Interest and Authorizing a Survey of Such to be Condemned for Replacement of Sanitary Sewer Lift Station No. 2 -** Reeves moved and Shannon seconded to approve a resolution finding land to be in public interest and authorizing a survey of such to be condemned for replacement of Sanitary Sewer Lift Station No. 2. Unanimous approval. Resolution No. 2022-15
7. **Ordinance Authorizing Eminent Domain Proceedings for Replacement of Sanitary Sewer Lift Station No. 2 –** Stephens moved and Reeves seconded to adopt an ordinance condemning lands or interests in lands for replacement of Sanitary Sewer Lift Station No. 2. Unanimous approval. Ordinance No. 2532.

REPORTS

Item No. 1: City Manager's Report:

- Thanked the aquatic center staff for their work this season; doggie poolooza was a successful event.
- Reminded everyone of the two sales tax renewal initiatives on the ballot in November; 1- ¼ cent for capital improvements, 2- ¼ cent sales tax for emergency services capital and operations. These sales taxes generate enough funds to offset about 12 mills of property taxes.
- Invited Boz Bosley, Tiblow Day Coordinator, to provide an update about Tiblow Days. The Chamber was able to add about 40 more spaces on Oak Street with the changes to the parade. Those spaces are sold out. The Chamber has more member volunteers this year and added a kid's fun zone.

Item No. 2: City Council Items

- Gurley reminded everyone the last City Band concert of the season is the Friday night.
- Reeves is looking forward to the Mayor's Banquet and Tiblow Days and is happy to be here.

Item No. 3: Mayor's Report

- Dignitaries should line up at the high school at 8:30 a.m.
- Tiblow Days is a great opportunity to showcase Bonner Springs and a huge amount of work goes into it.
- We are honored to have descendants of Henry Tiblow attending the Mayor's Banquet and the parade this year.
- The ¼ cent sales tax renewals in November means for every dollar spent in Bonner Springs, one quarter of one penny goes toward each of those taxes.
- The Mayor is co-chairing the Special Task Force for the selection of the new County Administrator.

The meeting adjourned at 9:00 p.m.

Christina Brake, City Clerk

Memorandum

Date: September 12, 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 \$ 61,241.58, regular claims in the amount of \$ 391,227.91 and utility billing refunds in the amount of \$5,484.06.

Discussion:

Financial Impact:



Bonner Springs, KS

Check Report

By Check Number

Date Range: -

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
1369	ADAM DILL	08/19/2022	Regular	0.00	161.00	149279
7513	HSA BANK	08/19/2022	Regular	0.00	7,196.57	149280
0898	ICMA RETIREMENT CORPORATION	08/19/2022	Regular	0.00	2,371.19	149281
9879	MAINSTREET CREDIT UNION	08/19/2022	Regular	0.00	885.00	149282
12015	NOAH GIVENS	08/19/2022	Regular	0.00	442.00	149283
1321	WESTLAKE HARDWARE	08/19/2022	Regular	0.00	1,224.92	149284
	Void	08/19/2022	Regular	0.00	0.00	149285
7913	AT&T	08/26/2022	Regular	0.00	79.54	149286
6536	BANKCARD PROCESSING CENTER	08/26/2022	Regular	0.00	13,002.79	149287
	Void	08/26/2022	Regular	0.00	0.00	149288
7036	MIDWEST PUBLIC RISK OF KANSAS, INC	08/26/2022	Regular	0.00	3,889.20	149289
1369	ADAM DILL	09/02/2022	Regular	0.00	184.00	149290
0121	BONNER SPGS LIBRARY	09/02/2022	Regular	0.00	10,679.42	149291
12023	CLINT WORRALL	09/02/2022	Regular	0.00	10,947.31	149292
7513	HSA BANK	09/02/2022	Regular	0.00	6,945.18	149293
0898	ICMA RETIREMENT CORPORATION	09/02/2022	Regular	0.00	2,368.46	149294
9879	MAINSTREET CREDIT UNION	09/02/2022	Regular	0.00	865.00	149295

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	62	15	0.00	61,241.58
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	62	17	0.00	61,241.58



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Payment Dates 8/19/2022 - 9/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 1369 - ADAM DILL				
410 S BLUEGRASS DR				
BONNER SPRINGS, KS 66012				
ADAM DILL	AD081122	08/19/2022	UMPIRE- 7 GAMES	161.00
ADAM DILL	AD081822	09/02/2022	UMPIRE-8GAMES	184.00
Vendor 1369 - ADAM DILL Total:				345.00
Vendor: 7913 - AT&T				
PO BOX 5014				
CAROL STREAM, IL 60197-5014				
AT&T	117079761 AUGUST 2022	08/26/2022	INTERNET SERV 8/10-9/9/2022 POOL	79.54
Vendor 7913 - AT&T Total:				79.54
Vendor: 6536 - BANKCARD PROCESSING CENTER				
PO BOX 6818				
CAROL STREAM, IL 60197-6818				
BANKCARD PROCESSING CEN	0002067	08/26/2022	KS INFRASTRUCTURE SUMMIT-KWEA-KSAWWA	278.96
BANKCARD PROCESSING CEN	0002067	08/26/2022	REGISTRATION FOR KS INFRASTRUCTURE SUMMIT	375.00
BANKCARD PROCESSING CEN	0002069	08/26/2022	RETURN LOANER LAB EQUIP-WTP	32.68
BANKCARD PROCESSING CEN	0002069	08/26/2022	WALMART-BLEACH/BOTTLE WATER	9.02
BANKCARD PROCESSING CEN	0002069	08/26/2022	REGISTER VID 532	29.47
BANKCARD PROCESSING CEN	0002069	08/26/2022	CANCEL SHIPMENT OF RETURN LOANER LAB EQUIP-	-33.43
BANKCARD PROCESSING CEN	0002069	08/26/2022	RETURN LOANER LAB EQUIP-WTP	31.41
BANKCARD PROCESSING CEN	0002069	08/26/2022	RETURN LOANER LAB EQUIP-WTP	33.43
BANKCARD PROCESSING CEN	0002069	08/26/2022	RENEWAL WATER OPERATOR CERT	20.00
BANKCARD PROCESSING CEN	0002069	08/26/2022	WATER CLASS II OPERATOR EXAM	25.00
BANKCARD PROCESSING CEN	0002069	08/26/2022	PARKING FOR EASEMENT DOCS @ ROD	3.00
BANKCARD PROCESSING CEN	0002069	08/26/2022	RECORDING FEE FOR EASEMENT DOCS WYCO ROD	108.65
BANKCARD PROCESSING CEN	0002069	08/26/2022	WALMART-BLEACH/BOTTLE WATER	9.03
BANKCARD PROCESSING CEN	0002069	08/26/2022	WALMART-BLEACH/BOTTLE WATER	27.60
BANKCARD PROCESSING CEN	0002070	08/26/2022	FOOT STOOL FOR FINANCE	59.00
BANKCARD PROCESSING CEN	0002070	08/26/2022	DORM FRIDGE, TISSUE & WATER FOR CC & MC	83.11
BANKCARD PROCESSING CEN	0002070	08/26/2022	WATER, TISSUE	11.79
BANKCARD PROCESSING CEN	0002070	08/26/2022	BUSINESS CARDS PAPER	5.27
BANKCARD PROCESSING CEN	0002071	08/26/2022	PIZZA FOR CITY BAND	159.84
BANKCARD PROCESSING CEN	0002071	08/26/2022	LG CERTIFICATIONS	215.00
BANKCARD PROCESSING CEN	0002071	08/26/2022	MURIATIC ACID FOR POOL PH	131.56
BANKCARD PROCESSING CEN	0002071	08/26/2022	BLEACH-HOME DEPOT	16.96
BANKCARD PROCESSING CEN	0002071	08/26/2022	TENNIS BALLS FOR SWIM TEAM FUNDRAISER	34.95
BANKCARD PROCESSING CEN	0002072	08/26/2022	20 RELECTIVE STREET BARRICARDE SIGNS	1,312.46
BANKCARD PROCESSING CEN	0002073	08/26/2022	TRAINING CLASS	650.00

Expense Approval Report

Payment Dates: 8/19/2022 - 9/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CEN	0002073	08/26/2022	ADOBE	29.99
BANKCARD PROCESSING CEN	0002073	08/26/2022	CARWASH	27.99
BANKCARD PROCESSING CEN	0002073	08/26/2022	STATION TV SERVICES	87.38
BANKCARD PROCESSING CEN	0002073	08/26/2022	UNIFORM HELMET SHIELDS	110.00
BANKCARD PROCESSING CEN	0002073	08/26/2022	COMMAND BOARDS	178.38
BANKCARD PROCESSING CEN	0002073	08/26/2022	KTAG TURNPIKE FEES	31.45
BANKCARD PROCESSING CEN	0002073	08/26/2022	STATION BULK COFFEE SUPPLY	149.98
BANKCARD PROCESSING CEN	0002074	08/26/2022	KS TRAVEL CONFERENCE REGISTRATION	250.00
BANKCARD PROCESSING CEN	0002075	08/26/2022	WEISSMANTRAINING - FBI LEEDA	695.00
BANKCARD PROCESSING CEN	0002075	08/26/2022	HEDRICK TRAINING-FBI LEEDA	695.00
BANKCARD PROCESSING CEN	0002075	08/26/2022	LEWIS TRAINING MCC	450.00
BANKCARD PROCESSING CEN	0002075	08/26/2022	K9 CERTIFICATION NPCA	40.00
BANKCARD PROCESSING CEN	0002075	08/26/2022	K9 VET BILL	74.33
BANKCARD PROCESSING CEN	0002075	08/26/2022	GLOCK SLIDE	45.00
BANKCARD PROCESSING CEN	0002075	08/26/2022	LOBBY MONITOR	7.50
BANKCARD PROCESSING CEN	0002076	08/26/2022	5-PLASTIC CANS TO LINE PARK TRASH CANS	99.85
BANKCARD PROCESSING CEN	0002076	08/26/2022	CORDLESS SANDER & JOBSITE FAN	148.00
BANKCARD PROCESSING CEN	0002077	08/26/2022	RANGE DUMPSTER	215.12
BANKCARD PROCESSING CEN	0002077	08/26/2022	AC FACILITY IMPROVEMENTS	320.63
BANKCARD PROCESSING CEN	0002077	08/26/2022	CREDIT FOR CHARGED INTERNATIONAL TRANS FEE	-0.95
BANKCARD PROCESSING CEN	0002077	08/26/2022	HOLSTER	59.99
BANKCARD PROCESSING CEN	0002078	08/26/2022	FBI RETAIL STORE-NICHOLSON TRAINING	323.92
BANKCARD PROCESSING CEN	0002078	08/26/2022	HOLIDAY INN LODGING	149.74
BANKCARD PROCESSING CEN	0002078	08/26/2022	STAFFORD-QUANTICO- LODGING	105.89
BANKCARD PROCESSING CEN	0002078	08/26/2022	MEDICAL SUPPLIES-NO AMER. RESCUE	975.15
BANKCARD PROCESSING CEN	0002079	08/26/2022	FIELD TRIP-CAMP/MAFFIE STAGECOACH FARM	235.00
BANKCARD PROCESSING CEN	0002079	08/26/2022	FIELD TRIP-CAMP/MAIN EVEN	290.87
BANKCARD PROCESSING CEN	0002079	08/26/2022	SLUSHES-CAMP	75.60
BANKCARD PROCESSING CEN	0002080	08/26/2022	ICMA TRAINING	149.00
BANKCARD PROCESSING CEN	0002081	08/26/2022	PAGING NOTIFICATION SUBSCRIPTION 9/8-9/7/23	479.40
BANKCARD PROCESSING CEN	0002081	08/26/2022	DUTY SHIRTS	1,024.34
BANKCARD PROCESSING CEN	0002081	08/26/2022	TOOL STORAGE	657.82
BANKCARD PROCESSING CEN	0002082	08/26/2022	1000 BULBD-REPLACEMENT BULBS-LIBRARY	481.52
BANKCARD PROCESSING CEN	0002083	08/26/2022	ORANGE BARRIER FENCING	87.26
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	36.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	6.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	6.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	54.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	12.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	STITES CODES MAPPING- MAPFLING	11.88
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	24.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	48.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	12.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	48.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	168.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	89.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	18.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	24.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	30.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	6.00

Expense Approval Report

Payment Dates: 8/19/2022 - 9/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	6.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	6.00
BANKCARD PROCESSING CEN	0002084	08/26/2022	EMAILS-MICROSOFT	18.00
Vendor 6536 - BANKCARD PROCESSING CENTER Total:				13,002.79

Vendor: 0121 - BONNER SPGS LIBRARY**201 N NETTLETON****BONNER SPRINGS, KS 66012**

BONNER SPGS LIBRARY	0002086	09/02/2022	WY CO TAX DISTRIBUTION	10,635.35
BONNER SPGS LIBRARY	0002087	09/02/2022	INTEREST ON LAT WY CO TAX DISTRIBUTION	44.07
Vendor 0121 - BONNER SPGS LIBRARY Total:				10,679.42

Vendor: 12023 - CLINT WORRALL**12501 KNOLLWOOD DRIVE****LEAVENWORTH, KS 66048-**

CLINT WORRALL	0002094	09/02/2022	FEDERAL WITHHOLDING	-2,927.28
CLINT WORRALL	0002094	09/02/2022	KANSAS WITHHOLDING	-731.82
CLINT WORRALL	0002094	09/02/2022	ANNUITY WITHDRAWAL	14,636.41
CLINT WORRALL	0002094	09/02/2022	ADMIN FEE-JOHN HANCOCK	-30.00
Vendor 12023 - CLINT WORRALL Total:				10,947.31

Vendor: 7513 - HSA BANK**PO BOX 939****SHEBOYGAN, WI 53082-0939**

HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	2,009.07
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	187.50
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	125.00
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	187.50
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	125.00
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	562.50
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	187.50
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	312.50
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	2,125.00
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	625.00
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	250.00
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	312.50
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	125.00
HSA BANK	0002064	08/19/2022	HEALTH SAVING ACCOUNT FOR 8/19/2022	62.50
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	2,007.68
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	187.50
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	125.00
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	187.50
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	125.00
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	562.50

Expense Approval Report

Payment Dates: 8/19/2022 - 9/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	187.50
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	312.50
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	1,937.50
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	625.00
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	250.00
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	312.50
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	62.50
HSA BANK	0002101	09/02/2022	HEALTH SAVINGS ACCOUNT FOR 9/2/2022	62.50

Vendor 7513 - HSA BANK Total: 14,141.75

Vendor: 0898 - ICMA RETIREMENT CORPORATION

P O BOX 64553

BALTIMORE, MD 21264-4553

ICMA RETIREMENT CORPORA	0002062	08/19/2022	PR-457-VANTAGEPOINT TRANSFER AGENT 301961	2,016.19
ICMA RETIREMENT CORPORA	0002063	08/19/2022	PR-ROTH-VANTAGEPOINT TRANSFER AGENT 706353	355.00
ICMA RETIREMENT CORPORA	0002102	09/02/2022	PR-457-VANTAGEPOINT TRANSFER AGENT 301961	2,013.46
ICMA RETIREMENT CORPORA	0002103	09/02/2022	PR-ROTH-VANTAGEPOINT TRANSFER AGENT 706353	355.00

Vendor 0898 - ICMA RETIREMENT CORPORATION Total: 4,739.65

Vendor: 9879 - MAINSTREET CREDIT UNION

ATTN: PYMT SYSTM DEPT-SEG PR

13001 W 95TH STREET

LENEXA, KS 66215

MAINSTREET CREDIT UNION	0002061	08/19/2022	PAYROLL FOR 8/19/2022	885.00
MAINSTREET CREDIT UNION	0002104	09/02/2022	PAYROLL FOR 9/2/2022	865.00

Vendor 9879 - MAINSTREET CREDIT UNION Total: 1,750.00

Vendor: 7036 - MIDWEST PUBLIC RISK OF KANSAS, INC

MEGAN RICHARDSON

19400 EAST VALLEY VIEW PARKWAY

INDEPENDENCE, MO 64055

MIDWEST PUBLIC RISK OF KA	0002085	08/26/2022	SUBROGATION CK-CLAIM MPR220068	3,889.20
---------------------------	---------	------------	--------------------------------	----------

Vendor 7036 - MIDWEST PUBLIC RISK OF KANSAS, INC Total: 3,889.20

Vendor: 12015 - NOAH GIVENS

7327 LAMAR

OVERLAND PARK, KS 66204-

NOAH GIVENS	0002065	08/19/2022	REFUND DEBT SUBMITTED UNDER WRONG NAME	442.00
-------------	---------	------------	--	--------

Vendor 12015 - NOAH GIVENS Total: 442.00

Vendor: 1321 - WESTLAKE HARDWARE

P O BOX 219370

KS-014

KANSAS CITY, MO 64121-9370

WESTLAKE HARDWARE	14004068	08/19/2022	SIGNS-AQUATIC PARK	2.98
WESTLAKE HARDWARE	14004071	08/19/2022	SUPPLIES FOR WATER METER CHANGE OUT PROJECT	153.38
WESTLAKE HARDWARE	14004073	08/19/2022	SUPPLIES FOR WATER METER CHANGE OUT PROJECT	90.95
WESTLAKE HARDWARE	14004074	08/19/2022	PAINT SUPPLIES	20.35
WESTLAKE HARDWARE	14004076	08/19/2022	MISC HARDWARE, SUPPLIES-WWTP	52.14
WESTLAKE HARDWARE	14004077	08/19/2022	SPRAYER TANK PARTS-STREET	14.96

Expense Approval Report

Payment Dates: 8/19/2022 - 9/2/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
WESTLAKE HARDWARE	14004085	08/19/2022	SPRAY PAINT-WTP	19.98
WESTLAKE HARDWARE	14004091	08/19/2022	GARDEN HOSE MENDER	13.99
WESTLAKE HARDWARE	14004097	08/19/2022	WEED KILLER-STREETS	119.99
WESTLAKE HARDWARE	14004102	08/19/2022	PRESSURE GAUGES;ZIP TIES;SHOP TOWELS	86.94
WESTLAKE HARDWARE	14004106	08/19/2022	TRASH CANS FOR POOL RESTROOMS & TUBING	54.77
WESTLAKE HARDWARE	14004108	08/19/2022	MISC CLEANING SUPPLIES;RATCHET BIT-PARK MAINT	58.95
WESTLAKE HARDWARE	14004113	08/19/2022	BUNGEE CORDS-ANCHORS- NOZZLES	33.54
WESTLAKE HARDWARE	14004114	08/19/2022	SPRAY PAINT-WTP	34.36
WESTLAKE HARDWARE	14004116	08/19/2022	concrete mix	29.97
WESTLAKE HARDWARE	14004131	08/19/2022	DRILL BIT	7.59
WESTLAKE HARDWARE	14004132	08/19/2022	MISC PLANT MAINT SUPPLIES -WWTP	31.27
WESTLAKE HARDWARE	14004134	08/19/2022	MISC DIST MAINT SUPPLIES	64.55
WESTLAKE HARDWARE	14004135	08/19/2022	WASP SPRAY-GLOVES- GROOVE JOINT PLIERS	18.99
WESTLAKE HARDWARE	14004135	08/19/2022	WASP SPRAY-GLOVES- GROOVE JOINT PLIERS	18.16
WESTLAKE HARDWARE	14004140	08/19/2022	PATROL INSECT REPELLANT	41.94
WESTLAKE HARDWARE	14004147	08/19/2022	BULK FASTNERS-AQUATIC PAR	4.79
WESTLAKE HARDWARE	14004153	08/19/2022	MISC HARWARE,PIPE SEALANT, PVC PIPES-WTP	74.93
WESTLAKE HARDWARE	14004154	08/19/2022	TOTES,SPRAY PAINT,METER REPLACEMENT SUPPLIES	45.99
WESTLAKE HARDWARE	14004160	08/19/2022	PICNIC TABLE HARDWARE;PAINT BRUSHES	68.43
WESTLAKE HARDWARE	14004161	08/19/2022	VEHICLE MAINTENANCE	41.86
WESTLAKE HARDWARE	14004162	08/19/2022	RETURN OF HEATGUN	-25.99
WESTLAKE HARDWARE	14004169	08/19/2022	ROUND POINT SHOVEL	17.99
WESTLAKE HARDWARE	14004172	08/19/2022	STRAW-DIST MAINT	17.18
WESTLAKE HARDWARE	14004182	08/19/2022	SMALL FOLDING BOX KNIFE	9.99
Vendor 1321 - WESTLAKE HARDWARE Total:				1,224.92
Grand Total:				61,241.58



Bonner Springs, KS

Check Register

Packet: APPKT00447 - CHECK RUN FOR 9/6/2022

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
6515	911 CUSTOM	09/06/2022	Regular	0.00	148.40	149296
5763	AERO-MOD, INC.	09/06/2022	Regular	0.00	2,411.68	149297
10587	ALERT 360	09/06/2022	Regular	0.00	142.00	149298
11701	ALL COPY PRODUCTS INC	09/06/2022	Regular	0.00	683.93	149299
11863	ALL COPY PRODUCTS INC - SUP	09/06/2022	Regular	0.00	252.95	149300
10078	AMAZON CAPITAL SERVICES, INC AN	09/06/2022	Regular	0.00	1,577.99	149301
12022	ASHLEY GUGGENHEIM	09/06/2022	Regular	0.00	150.00	149302
3303	ASPHALT SALES CO INC	09/06/2022	Regular	0.00	545.90	149303
5615	AT & T 5011	09/06/2022	Regular	0.00	291.58	149304
11698	AT&T 5019	09/06/2022	Regular	0.00	594.52	149305
2470	ATMOS ENERGY	09/06/2022	Regular	0.00	126.54	149306
1461	AUGUSTINE EXTERMINATORS	09/06/2022	Regular	0.00	139.00	149307
11711	AV WATER TECHNOLOGIES	09/06/2022	Regular	0.00	24,000.00	149308
1917	BATTERIES PLUS	09/06/2022	Regular	0.00	39.36	149309
11740	BEVERLY JENNINGS	09/06/2022	Regular	0.00	190.00	149310
0117	BOARD OF PUBLIC UTILITIES ATTN: A	09/06/2022	Regular	0.00	32,553.16	149311
2798	BONNER SPRINGS AUTO REPAIR LLC	09/06/2022	Regular	0.00	52.70	149312
4172	BOUND TREE MEDICAL LLC	09/06/2022	Regular	0.00	7,585.40	149313
0192	C&B EQUIPMENT MIDWEST INC.	09/06/2022	Regular	0.00	3,730.00	149314
11659	CAPITAL ONE/WALMART COMMUN	09/06/2022	Regular	0.00	691.67	149315
12024	CAPITOL FEDERAL SAVINGS BANK	09/06/2022	Regular	0.00	75.00	149316
11793	CHARTER COMMUNICATIONS HOLDIN	09/06/2022	Regular	0.00	1,500.60	149317
11597	CHRIS JENNINGS	09/06/2022	Regular	0.00	372.00	149318
12017	CHRISTOPHER ALAN SHAVER	09/06/2022	Regular	0.00	2,950.00	149319
10027	CINTAS	09/06/2022	Regular	0.00	554.67	149320
2410	CITY TREASURER KCK	09/06/2022	Regular	0.00	38,409.80	149321
0213	COLEMAN EQUIPMENT INC	09/06/2022	Regular	0.00	996.55	149322
10622	COMPASS GROUP USA, INC	09/06/2022	Regular	0.00	144.87	149323
0222	CONRAD FIRE EQUIPMENT INC	09/06/2022	Regular	0.00	1,997.09	149324
12021	CONSTANCE RUANE	09/06/2022	Regular	0.00	200.00	149325
0716	CORE & MAIN LP	09/06/2022	Regular	0.00	1,846.24	149326
12018	CYNTOX LLC	09/06/2022	Regular	0.00	206.00	149327
0014	DEFFENBAUGH INDUSTRIES INC WM	09/06/2022	Regular	0.00	3,622.72	149328
5710	DREXEL TECHNOLOGIES INC	09/06/2022	Regular	0.00	50.17	149329
7994	DYNAMIC DISCS	09/06/2022	Regular	0.00	107.73	149330
11807	EASTWOOD 7 JAMES LLC	09/06/2022	Regular	0.00	57.58	149331
12026	EDUCATION SPECIALTY PUBLISHING	09/06/2022	Regular	0.00	315.00	149332
12030	ESTHER KAY SHAVER	09/06/2022	Regular	0.00	42.44	149333
10964	EVERGY FKA KCP&L	09/06/2022	Regular	0.00	140.78	149334
10942	EVERGY KANSAS CENTRAL INC FKA I	09/06/2022	Regular	0.00	19,825.03	149335
10220	EVERLASTING SIGN INC	09/06/2022	Regular	0.00	17,058.56	149336
5516	EXECUTIVE MARKETING PROMOTIO	09/06/2022	Regular	0.00	142.50	149337
4342	FELDMANS	09/06/2022	Regular	0.00	551.10	149338
12025	GLORIA OCHOA	09/06/2022	Regular	0.00	24.25	149339
10043	GOODCENTS	09/06/2022	Regular	0.00	359.94	149340
1942	GRASS PAD INC	09/06/2022	Regular	0.00	178.05	149341
7383	GREAT PLAINS SOCIETY FOR PREVEN	09/06/2022	Regular	0.00	2,425.00	149342
1532	GT DISTRIBUTORS	09/06/2022	Regular	0.00	1,000.50	149343
1089	HAWKINS, INC	09/06/2022	Regular	0.00	190.00	149344
12019	HEIDI SNYDER	09/06/2022	Regular	0.00	100.00	149345
7242	HELGET GAS PRODUCTS INC	09/06/2022	Regular	0.00	32.78	149346
0821	HOLLIDAY SAND AND GRAVEL CO	09/06/2022	Regular	0.00	1,569.85	149347
7720	IBEC, LLC	09/06/2022	Regular	0.00	60.00	149348
6791	ICON ENTERPRISES, INC.	09/06/2022	Regular	0.00	9,550.59	149349

Check Register

Packet: APPKT00447-CHECK RUN FOR 9/6/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
11590	IMAGEQUEST INC.	09/06/2022	Regular	0.00	224.58	149350
12012	J & J SURVEY, LLC	09/06/2022	Regular	0.00	500.00	149351
1021	JSC	09/06/2022	Regular	0.00	230.00	149352
10523	K & K CHEMICAL SUPPLY LLC	09/06/2022	Regular	0.00	455.56	149353
5308	KANSAS ONE-CALL SYSTEM, INC C/O	09/06/2022	Regular	0.00	284.40	149354
11037	KANSAS STATE UNIVERSITY-KSVDL	09/06/2022	Regular	0.00	78.75	149355
11752	KANSAS UNIVERSITY PHYSICIANS, IN	09/06/2022	Regular	0.00	2,462.52	149356
10214	KC AUCTION DIRECT LLC	09/06/2022	Regular	0.00	1,168.41	149357
3517	KEY EQUIPMENT & SUPPLY CO	09/06/2022	Regular	0.00	2,981.33	149358
1999	KRWA	09/06/2022	Regular	0.00	920.00	149359
11728	LABAN CONTRACTING LLC	09/06/2022	Regular	0.00	225.00	149360
3629	LADD SERVICE COMPANY	09/06/2022	Regular	0.00	220.00	149361
3003	LAKE OF THE FOREST INC	09/06/2022	Regular	0.00	247.00	149362
11619	LESLIE LLOYD HAROLD	09/06/2022	Regular	0.00	637.00	149363
8009	LIFE-ASSIST, INC	09/06/2022	Regular	0.00	89.12	149364
12016	LISA MOCK	09/06/2022	Regular	0.00	150.00	149365
1836	LOWE'S CREDIT SERVICES	09/06/2022	Regular	0.00	1,633.30	149366
12029	MARY PECOR	09/06/2022	Regular	0.00	190.00	149367
7347	MCGUIRE ELECTRIC, LLC	09/06/2022	Regular	0.00	425.00	149368
6137	METRO COURIER INC	09/06/2022	Regular	0.00	20.42	149369
8001	MIDWEST PUBLIC RISK	09/06/2022	Regular	0.00	92,412.00	149370
6849	MJV-A LLC	09/06/2022	Regular	0.00	246.00	149371
7935	NANCY L. GOSS	09/06/2022	Regular	0.00	175.00	149372
7206	NATIONAL INSURANCE MARKETING	09/06/2022	Regular	0.00	1,185.98	149373
3094	NORRIS EQUIPMENT CO LLC	09/06/2022	Regular	0.00	1,394.05	149374
0947	O'REILLY AUTO STORES INC	09/06/2022	Regular	0.00	51.09	149375
6006	OVERHEAD DOOR COMPANY OF KC	09/06/2022	Regular	0.00	230.50	149376
3393	PACE ANALYTICAL	09/06/2022	Regular	0.00	445.26	149377
11541	PEREGRINE CORPORATION	09/06/2022	Regular	0.00	1,074.23	149378
11867	PI MANAGED SERVICES LLC	09/06/2022	Regular	0.00	625.00	149379
7022	POSTMASTER	09/06/2022	Regular	0.00	25.00	149380
7889	PREMIER AUTOMOTIVE OF BS LLC	09/06/2022	Regular	0.00	138.97	149381
0646	PUSHWATER ENTERPRISES INC	09/06/2022	Regular	0.00	30.00	149382
10030	QUALITY SPEAKS, LLC	09/06/2022	Regular	0.00	71.76	149383
10641	REDISHRED KANSAS INC PROSHRED	09/06/2022	Regular	0.00	56.68	149384
6838	REJIS COMMISSION REGIONAL JUSTI	09/06/2022	Regular	0.00	582.99	149385
11773	RONALD TILDEN	09/06/2022	Regular	0.00	277.85	149386
6010	SCHUETZ CONSTRUCTION	09/06/2022	Regular	0.00	25,749.86	149387
11869	SOUTHWEST ANNSWERING SERVICE	09/06/2022	Regular	0.00	74.00	149388
7670	STAPLES CONTRACT & COMMERCIA	09/06/2022	Regular	0.00	651.22	149389
7660	SUPREME GREEN LANDWORKS, LLC	09/06/2022	Regular	0.00	5,830.00	149390
10854	THE JATH GROUP, INC	09/06/2022	Regular	0.00	6,532.49	149391
11997	THE UNIVERSITY OF KANSAS	09/06/2022	Regular	0.00	360.00	149392
11556	U.S. BANK EQUIPMENT FINANCE	09/06/2022	Regular	0.00	254.14	149393
6819	UNIFIRST CORPORATION	09/06/2022	Regular	0.00	371.90	149394
4137	UNIVERSITY OF KS HOSPITAL AUTH	09/06/2022	Regular	0.00	104.00	149395
0915	VERIZON WIRELESS	09/06/2022	Regular	0.00	200.05	149396
11417	VLP AN EQUIPMENTSHARE COMPAT	09/06/2022	Regular	0.00	162.74	149397
0712	W W GRAINGER	09/06/2022	Regular	0.00	424.42	149398
11804	W.S. DARLEY & CO.	09/06/2022	Regular	0.00	5,095.00	149399
7375	WATCHMEN SECURITY SERVICES	09/06/2022	Regular	0.00	177.12	149400
11618	WESTERN DIESEL SERVICES INC	09/06/2022	Regular	0.00	3,491.00	149401
11421	WEX INC.	09/06/2022	Regular	0.00	27,934.80	149402
10810	WILLIAM F TUCKER	09/06/2022	Regular	0.00	7,736.00	149403

Check Register

Packet: APPKT00447-CHECK RUN FOR 9/6/2022

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
8411	WILSON & COMPANY ENGINEERS	09/06/2022	Regular	0.00	11,350.25	149404

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	237	109	0.00	391,227.91
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
	237	109	0.00	391,227.91



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Payment Dates 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 6515 - 911 CUSTOM				
6970 W 152ND TER				
OVERLAND PARK, KS 66223				
911 CUSTOM	50257	09/06/2022	OC SPRAY	148.40
Vendor 6515 - 911 CUSTOM Total:				148.40
Vendor: 5763 - AERO-MOD, INC.				
7927 US HWY 24				
MANHATTAN, KS 66502				
AERO-MOD, INC.	SO42469-1	09/06/2022	REPLACE WATER PUMP FOR WWTP SLUDGE PRESS	2,411.68
Vendor 5763 - AERO-MOD, INC. Total:				2,411.68
Vendor: 10587 - ALERT 360				
PO BOX 21031				
TULSA, OK 74121-1031				
ALERT 360	12953295	09/06/2022	ALARM SYSTEM 9/1-9/30/202	35.50
ALERT 360	12953295	09/06/2022	ALARM SYSTEM 9/1-9/30/202	71.00
ALERT 360	12953295	09/06/2022	ALARM SYSTEM 9/1-9/30/202	35.50
Vendor 10587 - ALERT 360 Total:				142.00
Vendor: 11863 - ALL COPY PRODUCTS INC - SUP				
1635 W 13TH AVE				
DENVER, CO 80204-				
ALL COPY PRODUCTS INC - SU	AR3617986	09/06/2022	INK CARTRIDGE-SEALING SOLUTION	252.95
Vendor 11863 - ALL COPY PRODUCTS INC - SUP Total:				252.95
Vendor: 11701 - ALL COPY PRODUCTS INC				
PO BOX 41602				
PHILADELPHIA, PA 19101-1602				
ALL COPY PRODUCTS INC	77312730	09/06/2022	LEASE AND USAGE CHARGES	94.37
ALL COPY PRODUCTS INC	77312730	09/06/2022	LEASE AND USAGE CHARGES	589.56
Vendor 11701 - ALL COPY PRODUCTS INC Total:				683.93
Vendor: 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES				
PO BOX 035184				
SEATTLE, WA 98124-5184				
AMAZON CAPITAL SERVICES, I	19CM-RD9P-VWCQ	09/06/2022	OFFICE SUPPLIES	26.36
AMAZON CAPITAL SERVICES, I	19JC-VYF4-N6LP	09/06/2022	NEW VACUUM FOR SENIOR CENTER	93.49
AMAZON CAPITAL SERVICES, I	19Q1-KYRV-1QTN	09/06/2022	FIRST AID KIT-REFILLS, MILWAUKEE M18 BATTERY PACK	19.77
AMAZON CAPITAL SERVICES, I	19Q1-KYRV-1QTN	09/06/2022	FIRST AID KIT-REFILLS, MILWAUKEE M18 BATTERY PACK	19.76
AMAZON CAPITAL SERVICES, I	19Q1-KYRV-1QTN	09/06/2022	FIRST AID KIT-REFILLS, MILWAUKEE M18 BATTERY PACK	68.90
AMAZON CAPITAL SERVICES, I	1HWD-XXD6-66MH	09/06/2022	NAME TAGS-SENIOR CENTER	19.67
AMAZON CAPITAL SERVICES, I	1L99-VRVT-3KM4	09/06/2022	PERLER BEADS FOR SUMMER CAMP	71.98
AMAZON CAPITAL SERVICES, I	1NFL-C914-444Y	09/06/2022	SAFETY EYE WEAR	29.80
AMAZON CAPITAL SERVICES, I	1QG7-GKYK-NYYJ	09/06/2022	FIRST AID KIT-REFILL SUPPLIES AND BATTERIES	54.15
AMAZON CAPITAL SERVICES, I	1QG7-GKYK-NYYJ	09/06/2022	FIRST AID KIT-REFILL SUPPLIES AND BATTERIES	54.14
AMAZON CAPITAL SERVICES, I	1QK1-PQKP-3L6M	09/06/2022	REFUND-PHONE CHARGER BRICKS	-37.59

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
AMAZON CAPITAL SERVICES, I	1QYJ-XV3K-7P1M	09/06/2022	FIRST AID KIT, CRAYOLA, GLUE AND CRAFT KITS	774.52
AMAZON CAPITAL SERVICES, I	1T4G-NK7N-3L46	09/06/2022	SHIPPING CREDIT	-0.65
AMAZON CAPITAL SERVICES, I	1T4G-NK7N-3L7Y	09/06/2022	SHIPPING CREDIT	-15.59
AMAZON CAPITAL SERVICES, I	1T7M-VHQY-H67J	09/06/2022	DRIED FRUIT FOR WELLNESS WEBINAR DAY	149.94
AMAZON CAPITAL SERVICES, I	1VLD-CFFG-MLQP	09/06/2022	PHONE CHARGER BRICKS	37.59
AMAZON CAPITAL SERVICES, I	1X6N-PLR7-7WN4	09/06/2022	FIRST AID SUPPLIES	8.56
AMAZON CAPITAL SERVICES, I	AFNT-7V1P-67FP	09/06/2022	DRONE SUPPLIES	203.19
Vendor 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES Total:				1,577.99

Vendor: 12022 - ASHLEY GUGGENHEIM**504 TRANT ST****EDWARDSVILLE, KS 66111-**

ASHLEY GUGGENHEIM	42926966	09/06/2022	REFUND DEPOSIT-SOUTH PARK 8/27/22	150.00
-------------------	----------	------------	-----------------------------------	--------

Vendor 12022 - ASHLEY GUGGENHEIM Total: 150.00**Vendor: 3303 - ASPHALT SALES CO INC****P O BOX 6263****KANSAS CITY, KS 66106**

ASPHALT SALES CO INC	150443	09/06/2022	ASPHALT-POTHOLE PATCHING -TICKET#18846	102.29
ASPHALT SALES CO INC	150586	09/06/2022	ASPHALT-POTHOLE PATCHING	218.36
ASPHALT SALES CO INC	150609	09/06/2022	ASPHALT-POTHOLE PATCHING	225.25

Vendor 3303 - ASPHALT SALES CO INC Total: 545.90**Vendor: 5615 - AT & T 5011****P O BOX 5011****CAROL STREAM, IL 60197-5011**

AT & T 5011	0790469593-082522	09/06/2022	SPECIAL CIRCUITS AND ALARMS 8/25-9/24/2022	17.58
AT & T 5011	0790469593-082522	09/06/2022	SPECIAL CIRCUITS AND ALARMS 8/25-9/24/2022	134.00
AT & T 5011	0790469593-082522	09/06/2022	SPECIAL CIRCUITS AND ALARMS 8/25-9/24/2022	140.00

Vendor 5615 - AT & T 5011 Total: 291.58**Vendor: 11698 - AT&T 5019****P.O. BOX 5019****CAROL STREAM, IL 60197-5019**

AT&T 5019	431831701	09/06/2022	MONTHLY FIBER OPTICS SERV ACCT#831-0907192	297.26
AT&T 5019	431831701	09/06/2022	MONTHLY FIBER OPTICS SERV ACCT#831-0907192	297.26

Vendor 11698 - AT&T 5019 Total: 594.52**Vendor: 2470 - ATMOS ENERGY****P.O. BOX 740353****CINCINNATI, OH 45274-0353**

ATMOS ENERGY	0002095	09/06/2022	GAS SERVICE	63.85
ATMOS ENERGY	0002095	09/06/2022	GAS SERVICE	62.69

Vendor 2470 - ATMOS ENERGY Total: 126.54**Vendor: 1461 - AUGUSTINE EXTERMINATORS****9280 FLINT****OVERLAND PARK, KS 66214**

AUGUSTINE EXTERMINATORS	2359410	09/06/2022	PEST CONTROL	139.00
-------------------------	---------	------------	--------------	--------

Vendor 1461 - AUGUSTINE EXTERMINATORS Total: 139.00**Vendor: 11711 - AV WATER TECHNOLOGIES****12332 CUTTEN ROAD****HOUSTON, TX 77066-**

AV WATER TECHNOLOGIES	000004	09/06/2022	Water meter pit Lids	24,000.00
-----------------------	--------	------------	----------------------	-----------

Vendor 11711 - AV WATER TECHNOLOGIES Total: 24,000.00

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 1917 - BATTERIES PLUS				
15323 W 67TH ST				
SHAWNEE, KS 66217				
BATTERIES PLUS	P52966465	09/06/2022	BATTERIES	39.36
Vendor 1917 - BATTERIES PLUS Total:				39.36
Vendor: 11740 - BEVERLY JENNINGS				
13120 WASHINGTON COURT				
KANSAS CITY, KS 66109-				
BEVERLY JENNINGS	35276810	09/06/2022	NASHVILLE, TN TRIP REFUND	200.00
BEVERLY JENNINGS	35276810	09/06/2022	PROCESSING FEE	-10.00
Vendor 11740 - BEVERLY JENNINGS Total:				190.00
Vendor: 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE				
P O BOX 219661				
KANSAS CITY, MO 64121-9661				
BOARD OF PUBLIC UTILITIES A	0002096	09/06/2022	WATER USAGE 7/3-8/3/2022	32,553.16
Vendor 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE Total:				32,553.16
Vendor: 2798 - BONNER SPRINGS AUTO REPAIR LLC				
13040 CANAAN DRIVE				
BONNER SPRINGS, KS 66012				
BONNER SPRINGS AUTO REPA	22153	09/06/2022	OIL & FILTER CHANGE VID #48	52.70
Vendor 2798 - BONNER SPRINGS AUTO REPAIR LLC Total:				52.70
Vendor: 4172 - BOUND TREE MEDICAL LLC				
23537 NETWORK PLACE				
CHICAGO, IL 60673-1235				
BOUND TREE MEDICAL LLC	84663647	09/06/2022	Gloves - Medical - Bulk Order (FEMA Grant)	7,585.40
Vendor 4172 - BOUND TREE MEDICAL LLC Total:				7,585.40
Vendor: 0192 - C&B EQUIPMENT MIDWEST INC.				
3717 N. RIDGEWOOD STREET				
WICHITA, KS 67220-4418				
C&B EQUIPMENT MIDWEST I	13592-00	09/06/2022	REPLACE BAD CHECK VALVE WWTP-PUMP #3	3,730.00
Vendor 0192 - C&B EQUIPMENT MIDWEST INC. Total:				3,730.00
Vendor: 11659 - CAPITAL ONE/WALMART COMMUNITY CARD				
P.O. BOX 60506				
CITY OF INDUSTRY, CA 91716-0506				
CAPITAL ONE/WALMART CO	0002108	09/06/2022	STATION SUPPLIES	50.49
CAPITAL ONE/WALMART CO	0002109	09/06/2022	FIRST AID/MEDICAL-FACILITY MAINT	18.91
CAPITAL ONE/WALMART CO	0002109	09/06/2022	FIRST AID/MEDICAL-FACILITY MAINT	75.88
CAPITAL ONE/WALMART CO	0002110	09/06/2022	WATE/COOKIES- CITYBAND/FACILITY MAINT	22.20
CAPITAL ONE/WALMART CO	0002110	09/06/2022	WATE/COOKIES- CITYBAND/FACILITY MAINT	17.64
CAPITAL ONE/WALMART CO	0002111	09/06/2022	WATER AND GATORADE	45.84
CAPITAL ONE/WALMART CO	0002112	09/06/2022	CLIMATE CONTROL FOR CONCERT	81.77
CAPITAL ONE/WALMART CO	0002113	09/06/2022	DRINKS FOR CONCERT	28.10
CAPITAL ONE/WALMART CO	0002114	09/06/2022	SPRAY PAINT FOR TV1 FLAG	6.98
CAPITAL ONE/WALMART CO	0002115	09/06/2022	SUPPLIES- & OFFICE SUPPLIES	40.43
CAPITAL ONE/WALMART CO	0002115	09/06/2022	SUPPLIES- & OFFICE SUPPLIES	14.28
CAPITAL ONE/WALMART CO	0002115	09/06/2022	SUPPLIES- & OFFICE SUPPLIES	20.11
CAPITAL ONE/WALMART CO	0002115	09/06/2022	SUPPLIES- & OFFICE SUPPLIES	15.90
CAPITAL ONE/WALMART CO	0002115	09/06/2022	SUPPLIES- & OFFICE SUPPLIES	17.57
CAPITAL ONE/WALMART CO	0002116	09/06/2022	POOL PARTY SUPPLIES- AP	26.72
CAPITAL ONE/WALMART CO	0002117	09/06/2022	POOL PARTY SUPPLIES-AP	15.56
CAPITAL ONE/WALMART CO	0002118	09/06/2022	CARSTOCK FOR FARMER MARKET	8.94
CAPITAL ONE/WALMART CO	0002119	09/06/2022	SOCCER BALLS- SIZE 4 QTY 5	38.88

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CAPITAL ONE/WALMART CO	0002120	09/06/2022	PROPANE/KITCHEN SUPPLIES	37.86
CAPITAL ONE/WALMART CO	0002121	09/06/2022	ETHERNET CABLE	6.98
CAPITAL ONE/WALMART CO	0002122	09/06/2022	POWER CORD, DRY ERASE BOARD CLEANER & MARKERS	100.63
Vendor 11659 - CAPITAL ONE/WALMART COMMUNITY CARD Total:				691.67

Vendor: 12024 - CAPITOL FEDERAL SAVINGS BANK
PO BOX 678

SHAWNEE MISSION, KS 66201-

CAPITOL FEDERAL SAVINGS B	0002097	09/06/2022	REFUND UTILITY DEPOSIT- 2039 MADISON DR B.S, KS	75.00
Vendor 12024 - CAPITOL FEDERAL SAVINGS BANK Total:				75.00

Vendor: 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC
PO BOX 6030

CAROL STREAM, IL 60197-6030

CHARTER COMMUNICATIONS H	100622081722	09/06/2022	INTERNET SERVICE FEE	989.94
CHARTER COMMUNICATIONS H	97893081422	09/06/2022	INTERNET SERVICE	273.56
CHARTER COMMUNICATIONS H	99865080622	09/06/2022	INTERNET BILL	237.10
Vendor 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC Total:				1,500.60

Vendor: 11597 - CHRIS JENNINGS

804 168TH STREET
BASEHOR, KS 66007-8225

CHRIS JENNINGS	0002124	09/06/2022	ARSON INVESTIGATION- SEMINAR 7/18-7/29	372.00
Vendor 11597 - CHRIS JENNINGS Total:				372.00

Vendor: 12017 - CHRISTOPHER ALAN SHAVER
3406 N 156TH STREET

BASEHOR, KS 66007-

CHRISTOPHER ALAN SHAVER	80522	09/06/2022	REPLACE ROOF-KERRY ROBERTS SHELTER	2,950.00
Vendor 12017 - CHRISTOPHER ALAN SHAVER Total:				2,950.00

Vendor: 10027 - CINTAS

P.O. BOX 88005
CHICAGO, IL 60680-1005

CINTAS	4128634390	09/06/2022	BUILDING SUPPLIES	172.81
CINTAS	4128638840	09/06/2022	MATS, SCREENS-CITY HALL	190.93
CINTAS	4129968626	09/06/2022	MATS, SCREENS-CITY HALL	190.93
Vendor 10027 - CINTAS Total:				554.67

Vendor: 2410 - CITY TREASURER KCK

701 N 7TH ST

MIKE TOBIN PW DEPUTY DIRECTOR

KANSAS CITY, KS 66101

CITY TREASURER KCK	SEPTEMBER 2022	09/06/2022	TRASH REFUSE CONTRACT FOR CITY OF BONNER	38,409.80
Vendor 2410 - CITY TREASURER KCK Total:				38,409.80

Vendor: 0213 - COLEMAN EQUIPMENT INC

P O BOX 456

BONNER SPRINGS, KS 66012

COLEMAN EQUIPMENT INC	12666	09/06/2022	VEGETATION CUTTER ATTTCH FOR KOMBI POWER HEAD	304.00
COLEMAN EQUIPMENT INC	28947	09/06/2022	UNIT 58	273.69
COLEMAN EQUIPMENT INC	28953	09/06/2022	UNIT 58	56.86
COLEMAN EQUIPMENT INC	29070	09/06/2022	SAW REPAIRS (SPRINGS)	75.20
COLEMAN EQUIPMENT INC	541769	09/06/2022	SAW BLADES-POLE SAW	118.00
COLEMAN EQUIPMENT INC	541781	09/06/2022	2 CYCLE OIL	67.20
COLEMAN EQUIPMENT INC	542905	09/06/2022	STIHL STRING TRIMMER HEAD	79.20
COLEMAN EQUIPMENT INC	542921	09/06/2022	TOOL HOLDERS	22.40
Vendor 0213 - COLEMAN EQUIPMENT INC Total:				996.55

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 10622 - COMPASS GROUP USA, INC				
A DIVISION OF CANTEEN				
PO BOX 417632				
BOSTON, MA 02241-7632				
COMPASS GROUP USA, INC	MCI 18709	09/06/2022	COFFEE/SUGAR/CREAMER	72.43
COMPASS GROUP USA, INC	MCI 18709	09/06/2022	COFFEE/SUGAR/CREAMER	72.44
Vendor 10622 - COMPASS GROUP USA, INC Total:				144.87
Vendor: 0222 - CONRAD FIRE EQUIPMENT INC				
19922 W. 162nd Street				
OLATHE, KS 66062-				
CONRAD FIRE EQUIPMENT IN	562095	09/06/2022	2531 LOOSE FITTINGS	257.57
CONRAD FIRE EQUIPMENT IN	562121	09/06/2022	2551,CROSSLAY BALLVALVE	756.52
CONRAD FIRE EQUIPMENT IN	562147	09/06/2022	2551, PUMP MASTER DRAIN	983.00
Vendor 0222 - CONRAD FIRE EQUIPMENT INC Total:				1,997.09
Vendor: 12021 - CONSTANCE RUANE				
926 S. 135TH STREET				
BONNER SPRINGS, KS 66012-				
CONSTANCE RUANE	41703414	09/06/2022	REFUND DEPOSIT- SUNFLOWER ROOM W/KITCH	200.00
Vendor 12021 - CONSTANCE RUANE Total:				200.00
Vendor: 0716 - CORE & MAIN LP				
PO BOX 28330				
ST. LOUIS, MO 63146				
CORE & MAIN LP	R218108	09/06/2022	DIST MAINT PARTS	1,280.00
CORE & MAIN LP	R312753	09/06/2022	DIST MAINT PARTS	63.73
CORE & MAIN LP	R346517	09/06/2022	RETURNED-DIST MAINT PART	-1,280.00
CORE & MAIN LP	R369206	09/06/2022	DIST MAINT PARTS	143.19
CORE & MAIN LP	R382276	09/06/2022	DIST MAINT PARTS	1,306.20
CORE & MAIN LP	R406502	09/06/2022	DIST MAINT PARTS	333.12
Vendor 0716 - CORE & MAIN LP Total:				1,846.24
Vendor: 12018 - CYNTOX LLC				
PO BOX 930				
JACKSON, NJ 08527-				
CYNTOX LLC	169944	09/06/2022	BIOHAZARD COLLECTION SERVICE	164.80
CYNTOX LLC	172507	09/06/2022	BIOHAZARD DISPOSAL	41.20
Vendor 12018 - CYNTOX LLC Total:				206.00
Vendor: 0014 - DEFFENBAUGH INDUSTRIES INC WM CORPORATE SERVICES INC				
AS PAYMENT AGENT				
PO BOX 4648				
CAROL STREAM, IL 60197-4648				
DEFFENBAUGH INDUSTRIES I	16573-4861-9	09/06/2022	SLUDGE HAULING 8/1- 8/15/2022	3,097.83
DEFFENBAUGH INDUSTRIES I	6846200-4851-8	09/06/2022	CITY HALL/COMMUNITY CTR/POLICE DUMPSTER/RECYCLING	524.89
Vendor 0014 - DEFFENBAUGH INDUSTRIES INC WM CORPORATE SERVICES INC Total:				3,622.72
Vendor: 5710 - DREXEL TECHNOLOGIES INC				
10840 W 86TH ST				
LENEXA, KS 66214-1632				
DREXEL TECHNOLOGIES INC	INV85127	09/06/2022	COPY OF FRONT ST SURVEY FOR AREA AROUND LS#2	50.17
Vendor 5710 - DREXEL TECHNOLOGIES INC Total:				50.17
Vendor: 7994 - DYNAMIC DISCS				
840 OVERLANDER ROAD				
SUITE A				
EMPORIA, KS 66801-				
DYNAMIC DISCS	154638	09/06/2022	REPLACEMENT POLIES FOR DISC GOLF	107.73
Vendor 7994 - DYNAMIC DISCS Total:				107.73

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 11807 - EASTWOOD 7 JAMES LLC				
PO BOX 248				
BONNER SPRINGS, KS 66012-				
EASTWOOD 7 JAMES LLC	8	09/06/2022	AUG CAR WASHES	57.58
Vendor 11807 - EASTWOOD 7 JAMES LLC Total:				57.58
Vendor: 12026 - EDUCATION SPECIALTY PUBLISHING				
69185 SKY BROOK ROAD				
MANDEVILLE, LA 70471-				
EDUCATION SPECIALTY PUBLIS	66948	09/06/2022	FIRE SAFETY PROMOTION MATERIALS	315.00
Vendor 12026 - EDUCATION SPECIALTY PUBLISHING Total:				315.00
Vendor: 12030 - ESTHER KAY SHAVER				
212 PRATT				
BONNER SPRINGS, KS 66012-				
ESTHER KAY SHAVER	77393	09/06/2022	RESTITUTION-SETOFF COLLECTION DEBT 090122	42.44
Vendor 12030 - ESTHER KAY SHAVER Total:				42.44
Vendor: 10964 - EVERGY FKA KCP&L				
PO BOX 219330				
KANSAS CITY, MO 64121-9330				
EVERGY FKA KCP&L	0002099	09/06/2022	SERVICE ADDRESS-12730 STATE 7/18-8/16/22	120.56
EVERGY FKA KCP&L	0002100	09/06/2022	SERVICE ADDRESS 949 N 142ND ST 7/18-8/16/22	20.22
Vendor 10964 - EVERGY FKA KCP&L Total:				140.78
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
PO BOX 219915				
KANSAS CITY, MO 64121-9915				
EVERGY KANSAS CENTRAL INC	0002107	09/06/2022	STREETLIGHTS	13,561.29
EVERGY KANSAS CENTRAL INC	0002125	09/06/2022	POWER BILL	6,263.74
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:				19,825.03
Vendor: 10220 - EVERLASTING SIGN INC				
8400 W 81ST STREET				
OVERLAND PARK, KS 66204				
EVERLASTING SIGN INC	18833	09/06/2022	UNIT 2581	1,276.20
EVERLASTING SIGN INC	18874	09/06/2022	unit 2560	100.00
EVERLASTING SIGN INC	18875	09/06/2022	UNIT 2571	1,984.32
EVERLASTING SIGN INC	18876	09/06/2022	UNIT 2531	1,984.32
EVERLASTING SIGN INC	18877	09/06/2022	UNIT 2551	1,984.32
EVERLASTING SIGN INC	18878	09/06/2022	UNIT 2510	1,984.32
EVERLASTING SIGN INC	18884	09/06/2022	UNIT 2522	3,872.54
EVERLASTING SIGN INC	18885	09/06/2022	UNIT 2523	3,872.54
Vendor 10220 - EVERLASTING SIGN INC Total:				17,058.56
Vendor: 5516 - EXECUTIVE MARKETING PROMOTIONS				
10601 N AMBASSADOR DRIVE K				
KANSAS CITY, MO 64153				
EXECUTIVE MARKETING PRO	82569	09/06/2022	ADULT SOFTBALL CHAMPIONSHIP SHIRTS X 14	142.50
Vendor 5516 - EXECUTIVE MARKETING PROMOTIONS Total:				142.50
Vendor: 4342 - FELDMANS				
1332 W KANSAS ST				
LIBERTY, MO 64068-2379				
FELDMANS	321943	09/06/2022	TRAYS FOR WWTP LIFT STATION	13.48
FELDMANS	321953	09/06/2022	GRASS SEED-CENTENNIAL PAR	9.75
FELDMANS	321962	09/06/2022	WASP SPRAY,RATCHET TIE DOWNS, PW SHOP	59.97
FELDMANS	321968	09/06/2022	CHAINS & OIL FOR SAWS	84.96
FELDMANS	321973	09/06/2022	RUBBER BOOTS	134.99
FELDMANS	321983	09/06/2022	WEED KILLER	119.99

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
FELDMANS	321994	09/06/2022	PVC DISCHARGE HOSE	64.99
FELDMANS	321995	09/06/2022	TRAILER HITCH & BALL MOUNT CEMETERY VID #402	62.97
Vendor 4342 - FELDMANS Total:				551.10
Vendor: 12025 - GLORIA OCHOA				
200 E. 3RD BONNER SPRINGS, KS 66012-				
GLORIA OCHOA	6459	09/06/2022	BINGO PRIZES-GOLDEN EAGLE	14.25
GLORIA OCHOA	8266	09/06/2022	CASINO TRIP-SC BUBBLES FOR BACK TO SCHOOL BASH	10.00
Vendor 12025 - GLORIA OCHOA Total:				24.25
Vendor: 10043 - GOODCENTS				
630 S 130TH ST BONNER SPRINGS, KS 66012				
GOODCENTS	20812	09/06/2022	SANDWICHES FOR WELLNESS WEBINAR DAY	359.94
Vendor 10043 - GOODCENTS Total:				359.94
Vendor: 1942 - GRASS PAD INC				
ACCOUNTS RECEIVABLE 425 N RAWHIDE DR OLATHE, KS 66061				
GRASS PAD INC	541137	09/06/2022	TOP SOIL-DIST MAINT	113.70
GRASS PAD INC	541139	09/06/2022	GRASS SEED-CENTENNIAL PAR	64.35
Vendor 1942 - GRASS PAD INC Total:				178.05
Vendor: 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS				
GREAT PLAINS SPCA 5428 ANTIOCH DRIVE MERRIAM, KS 66202				
GREAT PLAINS SOCIETY FOR P	0722BS	09/06/2022	ANIMAL SHELTER TRANSFERS	2,425.00
Vendor 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS Total:				2,425.00
Vendor: 1532 - GT DISTRIBUTORS				
1124 NEW MEISTER LANE, SUITE 100 PFLUGERVILLE, TX 78660-6937				
GT DISTRIBUTORS	INV0916577	09/06/2022	UNIFORM ITEMS	121.50
GT DISTRIBUTORS	INV0916810	09/06/2022	UNIFORM ITEMS	139.50
GT DISTRIBUTORS	INV0917027	09/06/2022	UNIFORM ITEMS	108.00
GT DISTRIBUTORS	INV0919601	09/06/2022	UNIFORM ITEMS	167.10
GT DISTRIBUTORS	UNIOV0005416	09/06/2022	UNIFORM ITEMS	147.60
GT DISTRIBUTORS	UNIV0005533	09/06/2022	UNIFORM ITEMS	316.80
Vendor 1532 - GT DISTRIBUTORS Total:				1,000.50
Vendor: 1089 - HAWKINS, INC				
PO BOX 860263 MINNEAPOLIS, MN 55486-0263				
HAWKINS, INC	6212112	09/06/2022	WTP-CHLORINE CYLINDER RENTAL	80.00
HAWKINS, INC	6264823	09/06/2022	WTP-CHLORINE CYLINDER RENTAL	110.00
Vendor 1089 - HAWKINS, INC Total:				190.00
Vendor: 12019 - HEIDI SNYDER				
15741 150TH STREET BONNER SPRINGS, KS 66012-				
HEIDI SNYDER	40347465	09/06/2022	REFUND DEPOSIT-HONEYBEE ROOM 8/20/2022	100.00
Vendor 12019 - HEIDI SNYDER Total:				100.00

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7242 - HELGET GAS PRODUCTS INC				
PO BOX 24246				
OMAHA, NE 68124-0246				
HELGET GAS PRODUCTS INC	2488976	09/06/2022	MEDICAL OXYGEN	32.78
Vendor 7242 - HELGET GAS PRODUCTS INC Total:				32.78
Vendor: 0821 - HOLLIDAY SAND AND GRAVEL CO				
11011 CODY STREET SUITE 150				
OVERLAND PARK, KS 66210				
HOLLIDAY SAND AND GRAVEL	1500398650	09/06/2022	ROCK FOR COMCRETE PAD BASE	1,237.31
HOLLIDAY SAND AND GRAVEL	1500398650	09/06/2022	DIST MAINT-FLOWABLE FILL	332.54
Vendor 0821 - HOLLIDAY SAND AND GRAVEL CO Total:				1,569.85
Vendor: 7720 - IBEC, LLC				
C/O ALARM CONNECTIONS PYMT CTR 1326				
PO BOX 936942				
ATLANTA, GA 31193-6942				
IBEC, LLC	7368060	09/06/2022	ALARM SYSTEM	60.00
Vendor 7720 - IBEC, LLC Total:				60.00
Vendor: 6791 - ICON ENTERPRISES, INC.				
PO BOX 1572				
MANHATTAN, KS 66505				
ICON ENTERPRISES, INC.	236924	09/06/2022	WEBSITE & APP RENEWAL, STORAGE & SSL (2022-2023)	9,550.59
Vendor 6791 - ICON ENTERPRISES, INC. Total:				9,550.59
Vendor: 11590 - IMAGEQUEST INC.				
P.O. BOX 207847				
DALLAS, TX 75320-7847				
IMAGEQUEST INC.	IN3812870	09/06/2022	QUARTERLY COPIER OVERAGE CHARGE 2/18-5/17/22	112.29
IMAGEQUEST INC.	IN3812870	09/06/2022	QUARTERLY COPIER OVERAGE CHARGE 2/18-5/17/22	112.29
Vendor 11590 - IMAGEQUEST INC. Total:				224.58
Vendor: 12012 - J & J SURVEY, LLC				
8680A N. GREEN HILLS ROAD				
KANSAS CITY, MO 64154-				
J & J SURVEY, LLC	2	09/06/2022	SURVEY OF 110-220 W FRONT ST-RE LIFT STATION #2	500.00
Vendor 12012 - J & J SURVEY, LLC Total:				500.00
Vendor: 1021 - JSC				
10635 KAW DRIVE				
EDWARDSVILLE, KS 66111				
JSC	200814	09/06/2022	PROPANE-PW SHOP POWERWASHER	230.00
Vendor 1021 - JSC Total:				230.00
Vendor: 10523 - K & K CHEMICAL SUPPLY LLC				
3670 SCARLET OAK BLVD.				
ST. LOUIS, MO 63122				
K & K CHEMICAL SUPPLY LLC	70972	09/06/2022	LIFT STATIONS-DEGREASER	455.56
Vendor 10523 - K & K CHEMICAL SUPPLY LLC Total:				455.56
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	2080165	09/06/2022	AUGUST LOCATES (237)	284.40
Vendor 5308 - KANSAS ONE-CALL SYSTEM, INC C/O MORGAN STANLEY WEALTH MGMT Total:				284.40
Vendor: 11037 - KANSAS STATE UNIVERSITY-KSVDL				
102 TROTTER HALL				
1710 DENISON AVE				
MANHATTAN, KS 66506-5601				
KANSAS STATE UNIVERSITY-KS	DD22-052431	09/06/2022	SHIPPING LABE FOR RABIES SPECIMEN	21.50

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
KANSAS STATE UNIVERSITY-KS	DD22-053955	09/06/2022	RABIES DIAGNOSTIC TESTING	57.25
Vendor 11037 - KANSAS STATE UNIVERSITY-KSVDL Total:				78.75
Vendor: 11752 - KANSAS UNIVERSITY PHYSICIANS, INC				
2330 SHAWNEE MISSION PKWY				
SUITE 200, MAIL STOP 5001				
WESTWOOD, KS 66205-				
KANSAS UNIVERSITY PHYSICIA	CI-1005503	09/06/2022	EMERGENCY MED DIRECTOR- JUN-AUG QUARTERLY	2,462.52
Vendor 11752 - KANSAS UNIVERSITY PHYSICIANS, INC Total:				2,462.52
Vendor: 10214 - KC AUCTION DIRECT LLC				
6615 WOODLAND DRIVE				
SHAWNEE, KS 66218-				
KC AUCTION DIRECT LLC	22318	09/06/2022	UNIT 67	269.70
KC AUCTION DIRECT LLC	22519	09/06/2022	UN IT 52	414.78
KC AUCTION DIRECT LLC	22525	09/06/2022	UNIT 49	334.00
KC AUCTION DIRECT LLC	22571	09/06/2022	UNIT 52	149.93
Vendor 10214 - KC AUCTION DIRECT LLC Total:				1,168.41
Vendor: 3517 - KEY EQUIPMENT & SUPPLY CO				
P O BOX 790379				
ST. LOUIS, MO 63179				
KEY EQUIPMENT & SUPPLY C	KC204955	09/06/2022	REPL HOSE REEL SWIVEL,BALL VALVE & HEADLI	2,981.33
Vendor 3517 - KEY EQUIPMENT & SUPPLY CO Total:				2,981.33
Vendor: 1999 - KRWA				
C/O COREFIRST BANK				
ATTN: TRUST OPERATIONS				
3035 S. TOPEKA BLVD				
TOPEKA, KS 66611-				
KRWA	0002105	09/06/2022	2022-23 ANNUAL MEMBERSHIP DUES	460.00
KRWA	0002105	09/06/2022	2022-23 ANNUAL MEMBERSHIP DUES	460.00
Vendor 1999 - KRWA Total:				920.00
Vendor: 11728 - LABAN CONTRACTING LLC				
3693 SUNSET DRIVE				
WELLINGTON, MO 64097-				
LABAN CONTRACTING LLC	2022-0503	09/06/2022	ADA POTALET FOR FARMERS MARKET	225.00
Vendor 11728 - LABAN CONTRACTING LLC Total:				225.00
Vendor: 3629 - LADD SERVICE COMPANY				
408 E 4TH ST				
TONGANOXIE, KS 66086				
LADD SERVICE COMPANY	101907	09/06/2022	LEAKY HVAC OVER BACK REC OFFICE IN CC	220.00
Vendor 3629 - LADD SERVICE COMPANY Total:				220.00
Vendor: 3003 - LAKE OF THE FOREST INC				
P.O. BOX 1424				
TREASURER OF THE BOARD				
BONNER SPRINGS, KS 66012				
LAKE OF THE FOREST INC	SEPTEMBER 2022	09/06/2022	REFUSE SUBSIDY	247.00
Vendor 3003 - LAKE OF THE FOREST INC Total:				247.00
Vendor: 11619 - LESLIE LLOYD HAROLD				
614 E. NORTHVIEW STREET				
OLATHE, KS 66061-				
LESLIE LLOYD HAROLD	1660	09/06/2022	LS#9-REPAIR COMMUNICATION ERROR	637.00
Vendor 11619 - LESLIE LLOYD HAROLD Total:				637.00

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 8009 - LIFE-ASSIST, INC				
11277 SUNRISE PARK DRIVE				
RANCHO CORDOVA, CA 95742				
LIFE-ASSIST, INC	1245994	09/06/2022	SHIPPING	12.50
LIFE-ASSIST, INC	1245994	09/06/2022	LACTATED RINGERS IV SOLUTION	67.92
LIFE-ASSIST, INC	1245994	09/06/2022	SALINE FLUSH	8.70
Vendor 8009 - LIFE-ASSIST, INC Total:				89.12
Vendor: 12016 - LISA MOCK				
533 S. BLUEGRASS DRIVE				
BONNER SPRINGS, KS 66012-				
LISA MOCK	38177807	09/06/2022	REFUND DEPOSIT-SOUTH PARK 8/20/2022	150.00
Vendor 12016 - LISA MOCK Total:				150.00
Vendor: 1836 - LOWE'S CREDIT SERVICES				
P O BOX 530954				
ATLANTA, GA 30353-0954				
LOWE'S CREDIT SERVICES	904017	09/06/2022	TRASH PICKER	43.66
LOWE'S CREDIT SERVICES	90421	09/06/2022	DOOR OPENERS/FOOT PULL FOR PW RESTROOMS	11.34
LOWE'S CREDIT SERVICES	90421	09/06/2022	WORK GLOVES-VID#501	8.06
LOWE'S CREDIT SERVICES	90421	09/06/2022	CLEANING SUPPLIES-PW SHO	12.14
LOWE'S CREDIT SERVICES	904338	09/06/2022	EST DOOR, TOILET & CAULKING FOR PD ANIMAL I	458.98
LOWE'S CREDIT SERVICES	904338	09/06/2022	SAWBLADES-BLDG MAINT	81.62
LOWE'S CREDIT SERVICES	904392	09/06/2022	DOOR KNOB & CAULKING FOR PD AC BLDG	33.88
LOWE'S CREDIT SERVICES	904392	09/06/2022	DRILL BITS-BLDG MAINT	7.56
LOWE'S CREDIT SERVICES	904597	09/06/2022	FAN-BOOSTER STATION	170.98
LOWE'S CREDIT SERVICES	904597	09/06/2022	GLUE TO REPAIR BASEBOARD-PW	4.54
LOWE'S CREDIT SERVICES	904597	09/06/2022	CATCH BASIN & PIPE-PW CONCRETE PAD FOR SALT BRINE	173.63
LOWE'S CREDIT SERVICES	904597	09/06/2022	WASP SPRAY-DOWNTOWN LIGHT POLES	13.26
LOWE'S CREDIT SERVICES	924775 1	09/06/2022	2 EXTERIOR DOORS & CAULKING FOR PD ANIMAL IMPOUND	613.65
Vendor 1836 - LOWE'S CREDIT SERVICES Total:				1,633.30
Vendor: 12029 - MARY PECOR				
2640 N. 156TH STREET				
BASEHOR, KS 66007-				
MARY PECOR	35293465	09/06/2022	NASHVILLE TRIP REFUND	200.00
MARY PECOR	35293465	09/06/2022	PROCESSING FEE	-10.00
Vendor 12029 - MARY PECOR Total:				190.00
Vendor: 7347 - MCGUIRE ELECTRIC, LLC				
P.O. BOX 402				
TONGANOXIE, KS 66086				
MCGUIRE ELECTRIC, LLC	4293	09/06/2022	ELECTRICAL REPAIR TO WATER PUMP WWTP SLUDGE PRESS	170.00
MCGUIRE ELECTRIC, LLC	4300	09/06/2022	ELECTRICAL REPAIR PLC ISSUE BOOSTER PUMP STATION	255.00
Vendor 7347 - MCGUIRE ELECTRIC, LLC Total:				425.00
Vendor: 6137 - METRO COURIER INC				
PO BOX 9410				
WICHITA, KS 67277-0410				
METRO COURIER INC	22308	09/06/2022	SAMPLE DELIVERIES-8/10/202	20.42
Vendor 6137 - METRO COURIER INC Total:				20.42

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 8001 - MIDWEST PUBLIC RISK 19400 E VALLEY VIEW PARKWAY INDEPENDENCE, MO 64055				
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	1,665.00
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	351.23
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	12,540.98
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	145.20
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	5,940.31
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	1,336.20
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	1,997.20
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	5,653.18
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	8,705.48
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	1,968.60
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	3,338.60
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	25,726.62
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	9,372.21
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	5,294.21
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	4,422.41
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	1,551.80
MIDWEST PUBLIC RISK	0002106	09/06/2022	SEPTEMBER HEALTH, DENTAL & VISION INSURANCE	2,402.77
Vendor 8001 - MIDWEST PUBLIC RISK Total:				92,412.00
Vendor: 6849 - MJV-A LLC MISTY OSBORN 13613 S US 71 HWY. GRANDVIEW, MO 64030				
MJV-A LLC	1234000-073122	09/06/2022	UNIFORM CLEANING	246.00
Vendor 6849 - MJV-A LLC Total:				246.00
Vendor: 7935 - NANCY L. GOSS 15803 154TH ST BONNER SPRINGS, KS 66012				
NANCY L. GOSS	90122	09/06/2022	QUARTERLY PEST CONTROL-COMMUNITY CTR	175.00
Vendor 7935 - NANCY L. GOSS Total:				175.00
Vendor: 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC BENEFITS DIRECT 4551 W. 107TH STREET STE 310 OVERLAND PARK, KS 66207				
NATIONAL INSURANCE MARK	A014672	09/06/2022	SEPTEMBER BENEFITS DIRECT INSURANCE	1,185.98
Vendor 7206 - NATIONAL INSURANCE MARKETING BROKERS, LLC Total:				1,185.98
Vendor: 3094 - NORRIS EQUIPMENT CO LLC 604 E MAIN GARDNER, KS 66030				
NORRIS EQUIPMENT CO LLC	70971	09/06/2022	TIRES FOR GRASSHOPPER MOWER VID#655	365.43

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
NORRIS EQUIPMENT CO LLC	70983	09/06/2022	MOWER DECK ACTUATOR VID #546	785.00
NORRIS EQUIPMENT CO LLC	71009	09/06/2022	TIRES FOR GRASSHOPPER MOWER- VID #541	243.62
Vendor 3094 - NORRIS EQUIPMENT CO LLC Total:				1,394.05

Vendor: 0947 - O'REILLY AUTO STORES INC**P O BOX 9464****SPRINGFIELD, MO 65801-9464**

O'REILLY AUTO STORES INC	0264-169328	09/06/2022	UNIT 57	11.49
O'REILLY AUTO STORES INC	0264-169349	09/06/2022	UNIT 58	11.49
O'REILLY AUTO STORES INC	0264-170464	09/06/2022	UNIT 69	8.99
O'REILLY AUTO STORES INC	0264-174779	09/06/2022	VEHICLE CLEANERS/TIRE GAUGE	19.12
Vendor 0947 - O'REILLY AUTO STORES INC Total:				51.09

Vendor: 6006 - OVERHEAD DOOR COMPANY OF KC DIVISION OF DH PACE CO INC**1901 E 119TH ST****OLATHE, KS 66061**

OVERHEAD DOOR COMPANY	SVC/901974	09/06/2022	REPAIRS TO MAIN ENT @ AQUATIC PARK 8/18/22	230.50
Vendor 6006 - OVERHEAD DOOR COMPANY OF KC DIVISION OF DH PACE CO INC Total:				230.50

Vendor: 3393 - PACE ANALYTICAL**PO BOX 684056****CHICAGO, IL 60695-4056**

PACE ANALYTICAL	2260165381	09/06/2022	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	486097	09/06/2022	SECT 2 AUGUST UTIL BILLS (1008/973)	526.80
PEREGRINE CORPORATION	487347	09/06/2022	SECT 4 AUGUST UTIL BILLS (1048/1011)	547.43
Vendor 11541 - PEREGRINE CORPORATION Total:				1,074.23

Vendor: 11867 - PI MANAGED SERVICES LLC**PO BOX 844725****KANSAS CITY, MO 64184-4725**

PI MANAGED SERVICES LLC	2473	09/06/2022	IT SERVICES	62.50
PI MANAGED SERVICES LLC	2475	09/06/2022	IT SERVICES	62.50
PI MANAGED SERVICES LLC	2478	09/06/2022	IT SERVICES	250.00
PI MANAGED SERVICES LLC	2490	09/06/2022	IT SERVICES	31.25
PI MANAGED SERVICES LLC	INV0002472	09/06/2022	2 DESKTOPS W/SAME NAME- RENAMED/JOINED DOMAIN	218.75
Vendor 11867 - PI MANAGED SERVICES LLC Total:				625.00

Vendor: 7022 - POSTMASTER**135 CEDAR****BONNER SPRINGS, KS 66012-9998**

POSTMASTER	111591 AUG2022	09/06/2022	RESTITUTION-SAVANNAH SCHRODER	25.00
Vendor 7022 - POSTMASTER Total:				25.00

Vendor: 7889 - PREMIER AUTOMOTIVE OF BS LLC**1800 N 100TH TERR****KANSAS CITY, KS 66109**

PREMIER AUTOMOTIVE OF BS	642364/1	09/06/2022	OIL & LUBE,AIR FILTER,AIRE CLEANER	138.97
Vendor 7889 - PREMIER AUTOMOTIVE OF BS LLC Total:				138.97

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 0646 - PUSHWATER ENTERPRISES INC				
ROBERT VILE 109 EAST 2ND ST BONNER SPGS, KS 66012				
PUSHWATER ENTERPRISES INC	20444	09/06/2022	FARMERS MARKET SURVEY POSTER	30.00
Vendor 0646 - PUSHWATER ENTERPRISES INC Total:				30.00
Vendor: 10030 - QUALITY SPEAKS, LLC				
SYNDEO LLC BROADVOICE PO BOX 31001-3162 LOCKBOX NUMBER 913162 PASADENA, CA 91110-3162				
QUALITY SPEAKS, LLC	7040597	09/06/2022	PHONE BILL	71.76
Vendor 10030 - QUALITY SPEAKS, LLC Total:				71.76
Vendor: 10641 - REDISHRED KANSAS INC PROSHRED SECURITY				
3052 S 24TH STREET KANSAS CITY, KS 66106				
REDISHRED KANSAS INC PROS	1037026	09/06/2022	SHREDDING SERVICES	56.68
Vendor 10641 - REDISHRED KANSAS INC PROSHRED SECURITY Total:				56.68
Vendor: 6838 - REJIS COMMISSION REGIONAL JUSTICE INFORMATION				
4255 W PINE BLVD., ST. LOUIS, MO 63108-2803				
REJIS COMMISSION REGIONA	490691	09/06/2022	REJIS MAINT AND SUPPORTOAug 2022	582.99
Vendor 6838 - REJIS COMMISSION REGIONAL JUSTICE INFORMATION Total:				582.99
Vendor: 11773 - RONALD TILDEN				
312 OAK STREET BONNER SPRINGS, KS 66012-				
RONALD TILDEN	102737	09/06/2022	UNIT 70	69.95
RONALD TILDEN	102993	09/06/2022	UNIT 67	25.00
RONALD TILDEN	103010	09/06/2022	UNIT 50	69.95
RONALD TILDEN	103064	09/06/2022	UNIT 67	94.95
RONALD TILDEN	103130	09/06/2022	TIRE REPAIR, 2500	18.00
Vendor 11773 - RONALD TILDEN Total:				277.85
Vendor: 6010 - SCHUETZ CONSTRUCTION				
14833 142ND ST BONNER SPGS, KS 66012				
SCHUETZ CONSTRUCTION	4457	09/06/2022	10,000 Gallon Storage Tank	13,000.00
SCHUETZ CONSTRUCTION	4457 (B)	09/06/2022	ADDITION TO CONCRETE PAD AT PW FOR STOR TANK	2,974.36
SCHUETZ CONSTRUCTION	4457(A)	09/06/2022	Concrete Pad for Salt Brine storage and equipment	8,000.00
SCHUETZ CONSTRUCTION	4458	09/06/2022	WATERLINE REP DAMG BY AT&T CONTR-580 LINDA LN	1,775.50
Vendor 6010 - SCHUETZ CONSTRUCTION Total:				25,749.86
Vendor: 11869 - SOUTHWEST ANNSWERING SERVICE INC				
P.O. BOX 202181 BLOOMINGTON, MN 55420-				
SOUTHWEST ANNSWERING S	287108122022	09/06/2022	AFTER HOURS ANSWERING SERV-5/20-7/14/2022	24.65
SOUTHWEST ANNSWERING S	287108122022	09/06/2022	AFTER HOURS ANSWERING SERV-5/20-7/14/2022	24.60
SOUTHWEST ANNSWERING S	287108122022	09/06/2022	AFTER HOURS ANSWERING SERV-5/20-7/14/2022	24.75
Vendor 11869 - SOUTHWEST ANNSWERING SERVICE INC Total:				74.00
Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL STAPLES BUSINESS ADVANTAGE				
PO BOX 660409 DALLAS, TX 75266-0409				
STAPLES CONTRACT & COMM	8067219809	09/06/2022	OFFICE SUPPLIES	119.62
STAPLES CONTRACT & COMM	8067297539	09/06/2022	BATTERY BACK UP	86.44

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
STAPLES CONTRACT & COMM	8067297539	09/06/2022	TONER HP305A	350.73
STAPLES CONTRACT & COMM	8067297539	09/06/2022	BATTERY BACK UP	86.44
STAPLES CONTRACT & COMM	8068219809	09/06/2022	CORD DETANGLERS	7.99
Vendor 7670 - STAPLES CONTRACT & COMMERCIAL STAPLES BUSINESS ADVANTAGE Total:				651.22

Vendor: 7660 - SUPREME GREEN LANDWORKS, LLC
2527 S 142ND STREET
BONNER SPRINGS, KS 66012

SUPREME GREEN LANDWORK	273	09/06/2022	TRIM,WEED,MULCH LANDSCAPE @ 206 CEDAR	375.00
SUPREME GREEN LANDWORK	273	09/06/2022	TRIM,WEED,MULCH LANDSCAPE @ WAGNER AUT	980.00
SUPREME GREEN LANDWORK	273	09/06/2022	TRIM,WEED,MULCH LANDSCAPE @ K7 & FRONT S	1,835.00
SUPREME GREEN LANDWORK	273	09/06/2022	DRAINAGE IMPROVEMENT- LIONS PARK	2,640.00
Vendor 7660 - SUPREME GREEN LANDWORKS, LLC Total:				5,830.00

Vendor: 10854 - THE JATH GROUP, INC
PO BOX 9258
OVERLAND PARK, KS 66201-

THE JATH GROUP, INC	61683	09/06/2022	JANITORIAL CLEANING- LIONS PARK	50.00
THE JATH GROUP, INC	61684	09/06/2022	EXTRA CLEANING AT SOUTH PARK 8/12/2022	125.00
THE JATH GROUP, INC	61849	09/06/2022	REG JANITORIAL 9/1-9/30/22- CITY AHLL	1,870.00
THE JATH GROUP, INC	61850	09/06/2022	JANITORIAL SERV 9/1-9/30/22 COMMUNITY CENTER	1,480.00
THE JATH GROUP, INC	61851	09/06/2022	JANITORIAL CLEANING- LIONS PARK	660.00
THE JATH GROUP, INC	61852	09/06/2022	JANITORIAL CLEANING- PW	148.34
THE JATH GROUP, INC	61852	09/06/2022	JANITORIAL CLEANING- WWT	148.33
THE JATH GROUP, INC	61852	09/06/2022	JANITORIAL CLEANING- WTP	148.33
THE JATH GROUP, INC	61853	09/06/2022	BUILDING CLEANING-POLICE	1,155.00
THE JATH GROUP, INC	S-11328	09/06/2022	BUILDING CLEANING SUPPLIE	298.65
THE JATH GROUP, INC	S-11434	09/06/2022	JANITORIAL SUPPLIES- PAPER TOWELS-AUG	448.84
Vendor 10854 - THE JATH GROUP, INC Total:				6,532.49

Vendor: 11997 - THE UNIVERSITY OF KANSAS
ACCOUNTS RECEIVABLE
KU EDWARDS CAMPUS
12600 QUIRVIA ROAD
OVERLAND PARK, KS 66213-

THE UNIVERSITY OF KANSAS	FC513434	09/06/2022	FIREFIGHTER I CERTIFICAITON TESTING	360.00
Vendor 11997 - THE UNIVERSITY OF KANSAS Total:				360.00

Vendor: 11556 - U.S. BANK EQUIPMENT FINANCE
P.O. BOX 790448
ST. LOUIS, MO 63179-0448

U.S. BANK EQUIPMENT FINAN	480758903	09/06/2022	MONTHLY COPIER RENTAL 8/17-9/17/22	127.07
U.S. BANK EQUIPMENT FINAN	480758903	09/06/2022	MONTHLY COPIER RENTAL 8/17-9/17/22	127.07
Vendor 11556 - U.S. BANK EQUIPMENT FINANCE Total:				254.14

Vendor: 6819 - UNIFIRST CORPORATION
PO BOX 650481
DALLAS, TX 75265-0481

UNIFIRST CORPORATION	2290066711	09/06/2022	BLDG MAINT/RESTROOM SUPPLIES	21.55
UNIFIRST CORPORATION	2290066711	09/06/2022	UNIFORMS	35.31
UNIFIRST CORPORATION	2290066711	09/06/2022	UNIFORMS	19.58

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
UNIFIRST CORPORATION	2290066711	09/06/2022	BLDG MAINT/RESTROOM SUPPLIES	21.55
UNIFIRST CORPORATION	2290066711	09/06/2022	UNIFORMS	63.98
UNIFIRST CORPORATION	2290069393	09/06/2022	BLDG MAINT/RESTROOM SUPPLIES	7.89
UNIFIRST CORPORATION	2290069393	09/06/2022	UNIFORM RENTALS	64.38
UNIFIRST CORPORATION	2290069393	09/06/2022	BLDG MAINT/RESTROOM SUPPLIES	7.89
UNIFIRST CORPORATION	2290069393	09/06/2022	UNIFORM RENTALS	24.09
UNIFIRST CORPORATION	2290069393	09/06/2022	UNIFORM RENTALS	44.88
UNIFIRST CORPORATION	229066634	09/06/2022	BLDG MAINT/RESTROOM SUPPLIES/WWTP	60.80
Vendor 6819 - UNIFIRST CORPORATION Total:				371.90

Vendor: 4137 - UNIVERSITY OF KS HOSPITAL AUTH
PO BOX 958701

ST LOUIS, MO 63195-8701

UNIVERSITY OF KS HOSPITAL	003100480-00	09/06/2022	TEST AUDIO METRIC	49.00
UNIVERSITY OF KS HOSPITAL	003100480-00	09/06/2022	PX PERIODIC PHYSICAL	55.00
Vendor 4137 - UNIVERSITY OF KS HOSPITAL AUTH Total:				104.00

Vendor: 0915 - VERIZON WIRELESS

P.O. BOX 16810

NEWARK, NJ 07101-6810

VERIZON WIRELESS	9913070538	09/06/2022	MONTHLY CHG/LIFT STATION COMM 7/10-8/9/2022	200.05
Vendor 0915 - VERIZON WIRELESS Total:				200.05

Vendor: 11417 - VLP AN EQUIPMENTSHARE COMPANY
EQUIPMENTSHARE.COM, INC

PO BOX 650429

DALLAS, TX 75265-0429

VLP AN EQUIPMENTSHARE C	1984740-000	09/06/2022	V-BELT-VID#580	48.17
VLP AN EQUIPMENTSHARE C	2029642-000	09/06/2022	HEADLIGHTS-VID#550	114.57
Vendor 11417 - VLP AN EQUIPMENTSHARE COMPANY Total:				162.74

Vendor: 0712 - W W GRAINGER

P O BOX 419267

DEPT.804771590

KANSAS CITY, MO 64141-6267

W W GRAINGER	931754689	09/06/2022	STAINLESS STEEL PRESSURE GAUGE-WTP CHEMICAL PUMPS	183.70
W W GRAINGER	9376602984	09/06/2022	RETURN ELECTRIC DRUM PUMP(INCORRECT SIZE) WWTP	-529.81
W W GRAINGER	9386757380	09/06/2022	PARTS TO REPAIR WTP CHEMICAL PUMP	107.86
W W GRAINGER	93926604238	09/06/2022	MISC HARDWARE-WTP	5.95
W W GRAINGER	939815702	09/06/2022	ADHESIVE REMOVER	40.61
W W GRAINGER	9398157215	09/06/2022	SCRAPER BLADES	34.36
W W GRAINGER	9409993616	09/06/2022	VEHICLE MAINT SUPPLIES	81.22
W W GRAINGER	941981365	09/06/2022	THERMO TURN ARROWS FOR NECONI	500.53
Vendor 0712 - W W GRAINGER Total:				424.42

Vendor: 11804 - W.S. DARLEY & CO.

325 SPRING LAKE DRIVE

ITASCA, IL 60143-

W.S. DARLEY & CO.	1745842-1	09/06/2022	CHARGING BRACKETS	50.00
W.S. DARLEY & CO.	1748542	09/06/2022	Thermal Camera A-K55 Flir Handheld	4,520.00
W.S. DARLEY & CO.	1748542	09/06/2022	Thermal Camera Truck Charging Brackets	525.00
Vendor 11804 - W.S. DARLEY & CO. Total:				5,095.00

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7375 - WATCHMEN SECURITY SERVICES				
10312 E. 63RD TERRACE				
RAYTOWN, MO 64133				
WATCHMEN SECURITY SERVIC	68777	09/06/2022	MONTHLY MONITORING- COMMUNITY CTR-SEPT	123.12
WATCHMEN SECURITY SERVIC	69042	09/06/2022	MONTHLY MONITORING- AQUATIC PARK-SEPT	54.00
Vendor 7375 - WATCHMEN SECURITY SERVICES Total:				177.12
Vendor: 11618 - WESTERN DIESEL SERVICES INC				
P.O. BOX 790379				
ST. LOUIS, MO 63179-				
WESTERN DIESEL SERVICES IN	SVI 107181	09/06/2022	PM-RIVERVIEW LS#4 GENERATOR	888.00
WESTERN DIESEL SERVICES IN	SVI 107182	09/06/2022	PM-BOOSTER STATION GENERATOR @ WATER TOWERS	914.00
WESTERN DIESEL SERVICES IN	SVI 107216	09/06/2022	PM-WOODEND LS#1 GENERATOR	878.00
WESTERN DIESEL SERVICES IN	SVI107215	09/06/2022	GENERATOR SERVICE CONTRACT	811.00
Vendor 11618 - WESTERN DIESEL SERVICES INC Total:				3,491.00
Vendor: 11421 - WEX INC.				
PO BOX 6293				
CAROL STREAM, IL 60197-6293				
WEX INC.	82732532	08/05/2022	FUEL-CODES ENFORCEMENT	177.70
WEX INC.	82732532	08/05/2022	FUEL-FIRE/EMS	1,130.80
WEX INC.	82732532	08/05/2022	FUEL-POLICE	8,508.89
WEX INC.	82732532	08/05/2022	FUEL-PUBLIC WORKS	2,139.34
WEX INC.	82732532	08/05/2022	FUEL-PUBLIC WORKS	654.69
WEX INC.	82732532	08/05/2022	FUEL-PUBLIC WORKS	1,024.67
WEX INC.	82732532	08/05/2022	FUEL-TIBLOW	546.55
WEX INC.	83499492	09/06/2022	FUEL-CODES	200.96
WEX INC.	83499492	09/06/2022	FUEL-FIRE	943.69
WEX INC.	83499492	09/06/2022	FUEL-POLICE	8,245.23
WEX INC.	83499492	09/06/2022	FUEL-PUBLIC WORK/WASTER WATER/WATER	2,121.02
WEX INC.	83499492	09/06/2022	FUEL-PUBLIC WORK/WASTER WATER/WATER	482.14
WEX INC.	83499492	09/06/2022	FUEL-PUBLIC WORK/WASTER WATER/WATER	1,111.47
WEX INC.	83499492	09/06/2022	FUEL-TIBLOW TRANSIT	647.65
Vendor 11421 - WEX INC. Total:				27,934.80
Vendor: 10810 - WILLIAM F TUCKER				
3626 SE CR 3255				
BUTLER, MO 64730				
WILLIAM F TUCKER	722	09/06/2022	MOWING-FIRE/EMS	148.00
WILLIAM F TUCKER	722	09/06/2022	MOWING-PW GROUNDS	2,846.00
WILLIAM F TUCKER	722	09/06/2022	MOWING-WWTP	766.00
WILLIAM F TUCKER	722	09/06/2022	MOWING-CEMETERY	3,976.00
Vendor 10810 - WILLIAM F TUCKER Total:				7,736.00
Vendor: 8411 - WILSON & COMPANY ENGINEERS				
PO BOX 75126				
CHICAGO, IL 60675-5126				
WILSON & COMPANY ENGINE	108333	09/06/2022	PLANNING ENG SERV- COMPASS 70 & SANDSTONE TWNHMS	1,050.00
WILSON & COMPANY ENGINE	108333	09/06/2022	STORMWATER- MS4 REPORT	1,840.00
WILSON & COMPANY ENGINE	108333	09/06/2022	PARK & REC-NO PARK RESTROOM DESIGN BID	210.00

Expense Approval Report

Payment Dates: 9/6/2022 - 9/6/2022

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
WILSON & COMPANY ENGINE	108334	09/06/2022	INSPECTION FEES-OLD DOMINION FL	8,250.25
Vendor 8411 - WILSON & COMPANY ENGINEERS Total:				11,350.25
Grand Total:				391,227.91



Bonner Springs, KS

Refund Check Register

Refund Check Detail

UBPKT01183 - 8-26-2022 MH All Routes Security Deposit Refunds

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-15227-03	Marques, Leticia	9/6/2022	149405	2.83			2.83	Generated From Billing
04-14343-13	Grigsby, William Kelly	9/6/2022	149406	132.78			132.78	Generated From Billing
05-10794-06	Arms-Cudney, Morgan L	9/6/2022	149407	55.18			55.18	Generated From Billing
05-10866-08	Goudie, Alejandra	9/6/2022	149408	25.43			25.43	Generated From Billing
05-12416-02	CACI Communications LLC	9/6/2022	149409	2,322.14			2322.14	Generated From Billing
05-13617-02	Haz-Mat Response Inc	9/6/2022	149410	2,900.00			2900.00	Generated From Billing
05-15316-16	McCartney, Jacob Robert	9/6/2022	149411	45.70			45.70	Generated From Billing
Total Refunds: 7			Total Refunded Amount:	5,484.06				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	5484.06
Revenue Total:	5484.06

General Ledger Distribution

Posting Date: 08/10/2022

Account Number	Account Name	Posting Amount	IFT
Fund: 430 - Water Treat & Distribu			
430-000-000-011999	Claim On Cash	-5,484.06	Yes
430-000-000-021205	Unapplied Utility Credits	5,484.06	
430 Total:		0.00	
Fund: 999 - POOLED CASH			
999-000-000-011100	Cash In Bank	-5,484.06	
999-000-000-021500	Due To Other Funds	5,484.06	Yes
999 Total:		0.00	
Distribution Total:		0.00	

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From: Christina Brake

Subject: Public Use Request - Homecoming Parade

Recommendation: Approval

Action: Make a motion to approve the public use request for the Homecoming Parade

Background: Bonner Springs High School submitted a Public Use Request for use of the City parking lot at Second and Elm to stage floats and vehicles for the 2022 Homecoming Parade on Friday, October 7, 2022 at 5:00 p.m.

Discussion:

Financial Impact:

City of Bonner Springs
Private Use of Public Parking Lot Application
Fee \$50.00 (Non-Alcohol) - Fee \$250.00 (Alcohol on Premises)

Not-for-profit associations, organizations or individuals exempt from payment of established fees.
Ordinance No. 2304

Date: October 7th, 2022

Applicant/Sponsor Name: Adrianne DeLeon

Business or Organization: Bonner Springs High School

Street Address/Mailing Address: 100 McDaniel

City/State/Zip: Bonner Springs, KS 66012

Phone: Home: _____ Work: _____

Cell: _____ Email: _____

City Receipt Number

Date/Time/Purpose of Requested Event: Friday, October 7th, 2022 @ 5pm. Homecoming parade

Public Parking Lot(s) Requested: Parking Lot behind Harrington's Park Requested: _____

Police, Fire, EMS or Other Municipal Services Needed: Yes ☒ No ☐ If yes, what services? _____

Clear diagram of the Parking Lot to be used attached. ☐ (Cannot be located closer than 30 feet from Centennial Park). Or attach route if use of City Streets requested. Attached ☐

Organization Status Proof Attached. ☐

Names of Security Personnel for Chief Police Approval: _____

Certificate of Insurance that Names the City as an Additional Insured Attached. ☐

Tent will be Used: Yes ☐ No ☒ If yes, you must submit an application for a tent permit.

Application Requirements:

- A. Submit this application to the City Clerk's Office Two (2) Weeks Prior to the City Council Meeting prior to the date of the Event for City Council Approval
- B. The applicant shall bag the signs that state alcohol is prohibited before the event, remove the bags after the event and clean the entire parking lot and surrounding area immediately following the end of the event.
- C. Attach sketch/diagram (Exhibit A) of area of the parking lot. Define Fenced Area for Sale/Consumption & Possession of Alcoholic Beverages on the diagram if applicable. Area requires Building Official approval for type of fence material, size and egress.
- D. Submit two copies of the State Temporary Alcoholic Beverage License (limited to four permits per year per KSA 41-2645) if applicable. One copy to be attached to the application for a City Temporary Alcoholic Beverage Permit and the other copy attached to this application for an Alcoholic Beverage Consumption/Possession Permit.
- E. Not-for-profit organizations, as defined by the IRS, must provide proof of their non-profit status. Applicants of for-profit businesses or organizations must have or obtain an occupational license and ensure vendors that participate in the event have or obtain an occupational license from the City.
- F. Not-for-profit organizations, association or individuals must provide proof of their non-profit status. A not-for-profit certificate of good standing from the Kansas Secretary of State is an acceptable proof for purposes of this subsection.

- G. Unincorporated associations, organizations or individuals not registered with the Kansas Secretary of State Who requests use of a parking lot for a not-for-profit event or activity must provide certification of their not-for-profit status.
- H. All applicants must have or obtain all applicable business licenses and ensure vendors that participate in the event have or obtain an occupational license from the City.
- I. A late or incomplete application will not be placed on the agenda for City Council consideration on the date requested.

Restrictions:

- A. No more than four special event permits will be approved per calendar year to any individual, business, association, or organization for the use of a public parking lot.
- B. Any event or activity that a for-profit individual, business, association or organization co-sponsors, promotes or participates in any way with any not-for-profit qualified individual, business, association or organization as defined in Section 12-703, paragraph J or K of this ordinance, will count as an event for the for-profit entity.
- C. No permit will be approved for more than three consecutive days, except for the carnival for Tiblow Days.
- D. No permit will be issued for use of the Centennial Park Parking Lot that is within thirty (30) feet of Centennial Park.
- E. No permit will be approved that will conflict with the Annual Chamber of Commerce Tiblow Days, Marble Days or any other city approved celebration.
- F. Activities for any approved event shall not take place between the hours of 12 a.m. midnight and 6 a.m. of any day of the permitted event.
- G. No permit will be issued in conflict with any Zoning Ordinance, or other City Ordinance or regulation.
- H. Sale, possession and/or consumption of alcoholic beverages or cereal malt beverages require separate permits per Chapter III Beverages, Article 1 General Provisions, Sections 3-104 and 3-105 and Chapter 8 Temporary Permits of this Code. Applications for these permits shall be submitted at the same time as the permit required in this Article.

Display of Permit: A permit issued shall prominently display the permit at the special event site or have the permit available to display to any officer or employee of the City upon demand.

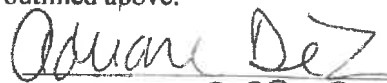
Revocation of Permit: The City Manager or designee may suspend or revoke a permit issued if: The permittee fails to meet the conditions imposed on the issuance of the permit; violates any provision of this Code or other ordinance of the City governing the activities permitted by the permit or if the permit was obtained by fraud or misrepresentation.

Hazard Prohibited: No person shall make any use of the public parking lot that constitutes an immediate hazard requiring immediate action to protect the public.

Penalty: Any person who violates the requirements of Ordinance No. 2304, upon conviction, shall be fined not less than \$20.00 nor more than \$500.00 or be imprisoned for not more than thirty (30) days, or be both so fined and imprisoned. Each day that a person violates the requirements of this Article shall constitute a separate offense.

I hereby confirm by signing this application that I understand the regulations and will comply with all regulations and ordinances of the City of Bonner Springs, as outlined above.

Signature of Applicant:


8.22.22

Date Approved by the Governing Body: _____

Email Copy to: Police Department, Fire Department, EMS Department, Public Works Department

City of Bonner Springs - Parking Lot Diagram
Public Parking Lot Use Special Event Application

Draw in the diagram below the area of the parking lot to be used for the requested event. Draw in area for access that will be available for emergency access. The area outlined in black is the parking lot area available for use. Describe the type of fence material to be used:

****No set-up will be necessary for the parking lot. We will simply line up floats and cars in the parking lot.**

The parade will assemble in the parking lot behind Harrington Funeral Home. At 5pm, the parade will exit the parking lot and proceed down Second Street. The parade will turn left onto Oak Street and then proceed onto South Nettleton. From South Nettleton, the parade will turn left onto K-32 and proceed onto Bonner Springs High School. The parade will conclude at Bonner Springs High School.

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From: Christina Brake

Subject: Public Use Request - Junkers Jamboree

Recommendation: Approval

Action: Make a motion to approve the Public Use Request for Junkers Jamboree

Background: The Bonner Springs/Edwardsville Chamber of Commerce submitted a public use request for Junkers Jamboree on Saturday, September 24, 2022. The request includes closure of Oak Street from Front Street to Nettleton Avenue from 6:00 a.m. - 5:00 p.m. the day of the event.

Discussion:

Financial Impact:



City of Bonner Springs
KANSAS

Private Use of Parks, Streets, or Public Parking Lot Application

Fee \$50.00 (Non-Alcohol)

Fee \$250.00 (Alcohol on Premises)

Not-for-profit organizations or individuals exempt from fees. (Attach certification form or 501c status)

Date: 9-8-22

Date of Requested Event: 9-24-22

Time of Requested Event: street closed 6am - 5pm | event 8am - 3pm

Applicant Name: Bonner Spring Chamber / Downtown Businesses

Business or Organization: Angie McKenna / BSEDW Chamber

Street Address/Mailing Address: 127 Oak City/State/Zip: Bonner Springs

Phone: _____ Email: owl R junk @ yahoo..com

Public Parking Lot(s) Requested:

☐ Clear diagram of the parking lot area to be used attached

(Events with alcohol or cereal malt beverages must be fenced and be at least 30 feet from Centennial Park).

Park Requested: ☐ Centennial Park ☐ Dog Park ☐ Lion's Park ☐ Kelly Murphy Memorial Park
☐ Kerry Roberts Memorial Park ☐ North Park ☐ South Park ☐ Trails: _____

Street(s) Requested: OAK Street, 100 - 300 blocks

☒ Route Attached

Police, Fire, EMS or Other Municipal Services Needed: Yes ☐ No ☐ If yes, what services? _____

baricades, no parking enforcement

☐ Background check forms for security personnel for police chief approval attached.

☒ Certificate of insurance that names the city as an additional insured attached.

Tent will be Used: Yes ☐ No ☒ (Tent permit form required, if applicable)

Provide full, detailed explanation of purpose of event; include if admissions or space rental will be charged:

☐ List of vendors that will participate in event attached.

☐ List of planned activities attached

☒ Statement that the public property used and adjacent areas will be cleaned immediately after the event attached.

☒ Statement detailing how applicant will notify all affected property owners and tenants attached. If the applicant does not notify affected tenants, future requests may be denied.

Event to Raise Funds for Charitable Purposes: Yes ☐ No ☐ If yes, what Charitable Purpose? _____
funds will be used to promote more events in

☐ Organization Status Proof attached downtown.

Application Requirements:

- A. Submit this application and all required forms and information to the City Clerk's Office at least 30 days prior to the date of the event for City Council approval, but no more than one year in advance.
- B. Not-for-profit organizations, association or individuals must provide proof of their non-profit status. A not-for-profit certificate of good standing from the Kansas Secretary of State is an acceptable proof for purposes of this subsection.
- C. Unincorporated associations, organizations or individuals not registered with the Kansas Secretary of State must provide certification of their not-for-profit status.
- D. All applicants must have or obtain all applicable business licenses and ensure vendors that participate in the event have or obtain an occupational license from the City.

Restrictions:

- A. Unless otherwise allowed by ordinance, no more than four special event permits will be issued per calendar year to any individual, business, association, or organization for the use of a public parking lot.
- B. Any event or activity that a for-profit individual, business, association or organization co-sponsors, promotes or participates in any way with any not-for-profit qualified individual, business, association or organization as defined in Section 12-703, paragraph J or K of this ordinance, will count as an event for the for-profit entity.
- C. Unless otherwise allowed by ordinance, no permit will be issued for more than three consecutive days, except for the carnival for Tiblow Days.
- D. No permit will be issued which conflicts with the Annual Chamber of Commerce Tiblow Days, or any other city approved celebration.
- E. Approved event shall not take place between the hours of 12 a.m. midnight and 6 a.m. of any day.
- F. No permit will be issued in conflict with any other approved event, Zoning Ordinance, City Ordinance, policy, or regulation.
- G. Sale, possession and/or consumption of alcoholic beverages or cereal malt beverages require separate permits per Chapter III Beverages, Article 1 General Provisions, Sections 3-104 and 3-105 and Chapter 8 Temporary Permits of this Code. Applications for these permits shall be submitted at the same time as the permit required in this Article.

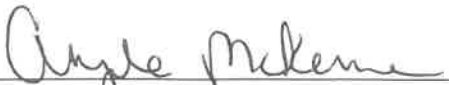
Display of Permit: A permit issued shall prominently display the permit at the special event site or have the permit available to display to any officer or employee of the City upon demand.

Revocation of Permit: The City Manager or designee may suspend or revoke a permit issued if: The permittee fails to meet the conditions imposed on the issuance of the permit; violates any provision of this Code or other ordinance of the City governing the activities permitted by the permit or if the permit was obtained by fraud or misrepresentation.

Hazard Prohibited: No person shall make any use of the public parking lot that constitutes an immediate hazard requiring immediate action to protect the public.

Penalty: Any person who violates the requirements of Ordinance No. 2304, upon conviction, shall be fined not less than \$20.00 nor more than \$500.00 or be imprisoned for not more than thirty (30) days, or be both so fined and imprisoned. Each day that a person violates the requirements of this Article shall constitute a separate offense.

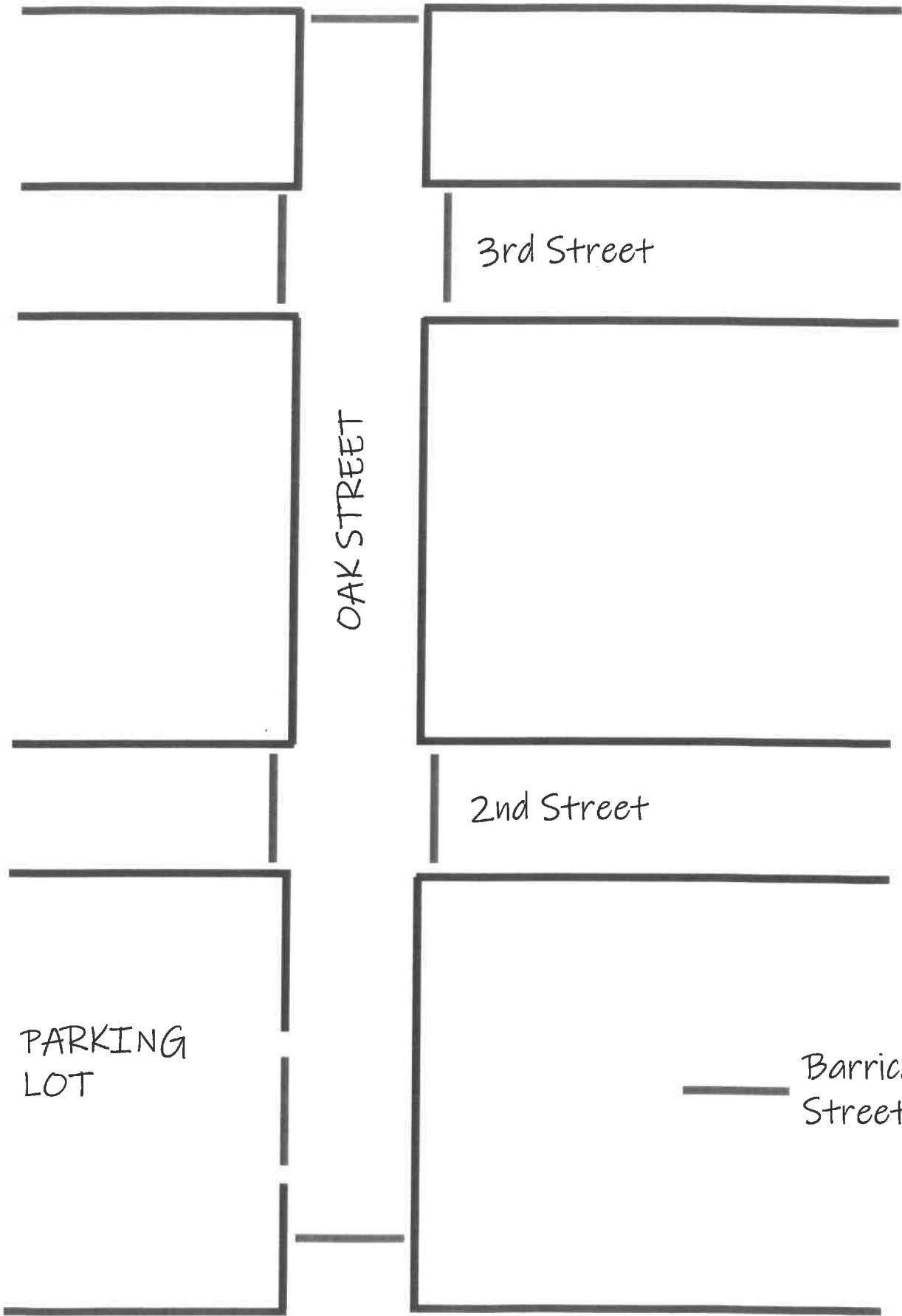
I hereby confirm by signing this application that I understand the regulations and will comply with all regulations and ordinances of the City of Bonner Springs, as outlined above.


Signature of Applicant

Receipt

Transaction Code: MS
Product Code: LL

South Nettleton



3rd Street

OAK STREET

2nd Street

PARKING
LOT

— Barricade/
Street Closed

Front Street

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From: Christina Brake

Subject: Massage Therapy License - Helping Hands Therapeutic Massage

Recommendation:

Action: Make a motion to approve the Massage Therapist License for Deborah Fontaine at Helping Hands Therapeutic Massage

Background: Deborah Fontaine from Helping Hands Therapeutic Massage submitted an application for a new Massage Therapist license at the Renaissance Festival. Staff did not include a copy of the application due to the confidential information it contains.

Discussion:

Financial Impact:

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From: Tillie LaPlante

Subject: Public Hearing for 2022 Budget Amendments and the 2023 Budget

Recommendation: The City Manager and Finance Director recommend approval

Action: 1. Make a motion to open a Public Hearing for the 2022 Budget Amendments and 2023 Budget beginning at _____ p.m.
2. Make a motion to close the Public Hearing at _____ p.m.

Background: On August 22 the City Council approved publication of the enclosed Public Hearing Notices for the 2022 Budget Amendments and the 2023 Budget to be held on September 12. The Notice sets the maximum expenditures and Ad Valorem Tax for each fund. The City Clerk published the notice in the Wyandotte Echo on August 25 per State Law.

Discussion: 2022 Budget Amendments

There are three funds which require 2022 Budget Amendments. The Soccer Fund amendment is needed for increased uniform costs. The Wastewater Fund amendment is needed for Lift Station #2 Design and Owner Representative expenses. The Water Fund amendment is needed for increased water purchases from BPU and the Water Meter Upgrade Project.

2023 Budgets

The City has three funds which are supported by a property tax levy. The General Fund is the largest City tax levy fund and is used to account for most of the City's general City Services. The City is proposing an estimated one mill reduction in the General Fund tax levy in the 2023 Budget. Enclosed is a three-year financial schedule for the General Fund showing 2021 Actuals, 2022 Estimates, and the proposed 2023 Budget. The schedules shows a comparison of General Fund Revenues, Expenditures, and Fund Balances. The 2023 General Fund Budget reflects a balanced budget meaning estimated operating revenues equal estimated operating expenditures.

The two other tax levy funds are the Debt Service fund and the Library Fund. The Debt Service Fund accounts for the payment of all debt issued by the City including debt which is paid by the Water, Wastewater, Stormwater, and Emergency Services Sales Tax Funds.

Transfers to the Debt Service Fund are made from these funds for the debt which is due from each fund. The 2023 Debt Service Budget maintains the same tax dollars as the 2022 Budget.

The Library fund accounts for property taxes levied to support Library Operations. The 2023 Budget includes a 3% increase in City property tax revenues. The Library also receives funds from the county as well as other miscellaneous revenue. Attached is a revised 2023 Library Budget. The Budget presented to the City Council did not include an increase in County revenue. The revised budget reflects the increased County revenue.

Utilities Funds account for other large funds of the City. The 2023 Utility Fund Budgets include increases in utility rates to support increased operating costs. The Water fund includes a 5%

rate increase. The Wastewater Fund includes an 8% rate increase and the Stormwater Fund includes a residential rate increase of \$3 per month and a non-residential rate increase of \$5.50 per month.

The City has several Special Revenue Funds which are supported by revenue sources other than property taxes.

Enclosed is a Budget Certificate reflecting the proposed budgeted expenditures and tax levies for each fund in 2023.. The Budget Certificate reflects an estimated one mill reduction in the General Fund taxes to be levied.

Financial Impact:

2022

**Notice of Budget Hearing for Amending the
2022 Budget**

The governing body of

City of Bonner Springs

will meet on the day of 9/12/2022 at 7:30 p.m. at City Hall, 200 E. Third Street for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall, 200 E. Third Street
and will be available at this hearing.

Summary of Amendments

Fund	2022 Adopted Budget			2022 Proposed Amended Expenditures
	Actual Mill Rate	Amount of Tax Levied	Expenditures	
Soccer			15,264	18,764
Wastewater			2,526,264	2,676,535
Water			2,297,375	2,447,375
			0	0
			0	0
			0	0

Tillie LaPlante
Official Title: Finance Director

Page No.

2023

NOTICE OF BUDGET HEARING

The governing body of
City of Bonner Springs
will meet on September 12, 2022 at 7:30 p.m. at City Hall, 200 E. 3rd Street for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at City Hall, 200 E. 3rd Street and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2023 Expenditures and Amount of Current Year Estimate for 2022 Ad Valorem Tax establish the maximum limits of the 2023 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2021		Current Year Estimate for 2022		Proposed Budget for 2023		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2022 Ad Valorem Tax	Estimate Tax Rate*
General	9,715,322	24.530	10,425,741	29.398	17,090,059	3,285,172	31.131
Debt Service	2,338,185	9.321	2,333,826	9.017	2,783,138	824,888	7.817
Library	434,886	4.477	448,378	4.477	461,445	416,152	3.944
Spec. Rev. CIP Sales Tax	500,000		300,000		1,400,000		
Spec. Rev. Cemetery	105,334		116,714		133,173		
Spec. Rev. Tourism	50,805		149,517		163,972		
Spec. Rev. Drug & Alcohol	65,383		74,710		55,500		
Spec. Rev. Emerg. Serv. Cap.	363,967		562,063		457,753		
Spec. Rev. Library Sales Tax	14,750		9,900		77,300		
Spec. Rev. Park Dedication	0		0		0		
Spec. Rev. Recreation Prog	10,458		145,646		181,172		
Spec. Rev. Risk Mgmt	14,612		0		103,397		
Spec. Rev. Senior Center	41,261		86,231		89,922		
Spec. Rev. Sidewalk Escrow	0		0		45,788		
Spec. Rev. Soccer	5,072		18,764		18,813		
Spec. Rev. Spec Parks & Rec	127,090		127,090		68,000		
Spec. Rev. Street Projects	1,233,042		850,000		800,000		
Spec. Rev. Summer Ball	11,438		21,283		22,004		
Spec. Rev. Swimming Pool	179,954		251,406		288,522		
Spec. Rev. Tiblow Transit	65,034		85,150		87,031		
Bonner Pointe TIF Increment	264,735		270,000		260,000		
Bonner Springs Center CID	101,298		105,000		105,000		
Bonner Springs Ctr City Contribution	72,949		75,000		52,307		
Enterprise Fund - Solid Waste	476,696		490,609		513,776		
Enterprise Fund - Storm Water	139,117		168,688		175,782		
Enterprise Fund - Wastewater	1,973,246		2,676,535		2,313,742		
Enterprise Fund - Water	2,234,995		2,447,375		2,285,142		
Non-Budgeted Funds	5,090,161						
Totals	25,629,790	38.328	22,239,626	42.892	30,032,738	4,526,212	42.892
Revenue Neutral Rate**							37.212
Less: Transfers	2,388,307		2,238,107		1,924,635		
Net Expenditure	23,241,483		20,001,519		28,108,103		
Total Tax Levied	3,350,462		3,923,690		xxxxxxx		
Assessed Valuation	87,415,339		91,478,793		105,525,795		

Outstanding Indebtedness,

January 1,

G.O. Bonds

Revenue Bonds

Other

Lease Purchase Principal

Total

2020
16,690,000
0
710,263
0
17,400,263

2021
22,765,000
0
671,495
0
23,436,495

2022
21,175,000
0
631,850
0
21,806,850

*Tax rates are expressed in mills

** Revenue Neutral Rate as defined by KSA 79-2988

Tillie LaPlante

City Official Title: Finance Director

THREE YEAR GENERAL FUND CONSOLIDATED FINANCIAL SCHEDULES

REVENUES	2021	2022 Estimated	2023 Budget
City sales/use tax	\$3,115,108	\$3,100,000	\$3,100,000
City ad valorem	\$2,090,849	\$2,689,254	\$3,179,647
County sales/use tax	\$1,415,568	\$1,400,000	\$1,400,000
Casino revenue	\$698,940	\$650,000	\$650,000
Franchise fees	\$674,945	\$708,000	\$708,000
Fines	\$419,859	\$345,000	\$345,000
Motor vehicle tax	\$240,624	\$223,080	\$289,984
Amusement tax	\$59,616	\$45,000	\$45,000
Reimbursed expenses	\$209,669	\$155,000	\$155,000
Interest	\$22,889	\$32,000	\$32,000
Loring services (streets)	\$113,454	\$0	\$0
Liquor tax	\$42,729	\$50,000	\$50,000
Permits	\$84,510	\$70,000	\$70,000
Loring services (emergency services)	\$29,073	\$0	\$0
Court fees	\$119,900	\$85,000	\$85,000
Licenses	\$56,335	\$56,000	\$56,000
Service charges	\$9,017	\$6,000	\$6,000
Payments in-lieu of tax	\$30,495	\$37,342	\$53,471
Miscellaneous revenue	\$38,682	\$35,000	\$13,200
Ambulance fees	\$178,451	\$160,000	\$160,000
Recreation fees	\$11,832	\$25,000	\$25,000
Animal fees	\$5,182	\$5,000	\$5,000
IRB Origination Fees	\$84,000		
Miscellaneous fees	\$49,571	\$35,000	\$30,000
UG Agreement - Auto	\$81,250	\$0	\$0
Grants	\$148,653	\$1,000	\$1,000
Neighborhood Revitalization rebate		(\$50,983)	(\$44,615)
SUBTOTAL	\$10,031,201	\$9,861,693	\$10,414,687

<u>TRANSFERS</u>	2021	2022 Estimated	2023 Proposed
From Water	\$127,910	\$137,678	\$145,130
From Wastewater	\$99,575	\$107,396	\$119,920
From Solidwaste	\$23,942	\$24,538	\$25,701
From Bonner Springs Center CID	\$0	\$0	\$58,854
From Special Drug & Alcohol	\$25,184	\$24,710	\$25,500
From Stormwater	\$5,637	\$5,580	\$11,238
SUBTOTAL	\$282,248	\$299,902	\$386,343
TOTAL ALL REVENUES	\$10,313,449	\$10,161,595	\$10,801,030

	2021	2022 Estimated	2023 Proposed
Unencumbered Cash Balance,			
Cash Balance beginning January 1st	\$5,656,318	\$6,170,445	\$6,100,949
Annual Revenues (above)	\$10,313,449	\$10,161,595	\$10,801,030
Total Funds Available	\$15,969,767	\$16,332,040	\$16,901,979
Less: Restricted Funds (IRB)	(\$84,000)	\$194,650	\$84,000
Fund Expenditures (next page)	\$9,715,322	\$10,425,741	\$11,570,030*
General Fund Year End Balance	\$6,170,445	\$6,100,949	\$5,415,949

*Fund Expenditures	\$11,570,030
Less: Capital & Equipment Reserve Transfers	<u>(\$769,000)</u>
Operating Expenditures	\$10,801,030

EXPENDITURES	2021	2022 Estimated	2023 Proposed
Budget & Finance	\$509,669	\$532,232	\$549,350
City Clerk	\$311,652	\$298,178	\$314,815
Mayor/City Council	\$17,988	\$19,088	\$20,395
City Manager	\$356,141	\$413,868	\$452,754
Community & Economic Development	\$409,224	\$601,012	\$688,016
City Hall Operations	\$36,285	\$176,690	\$184,034
Fire	\$1,194,212	\$1,740,735	\$2,116,085
Municipal Court	\$275,740	\$320,251	\$319,419
Recreation	\$391,646	\$442,885	\$500,278
Police	\$2,933,316	\$3,222,169	\$3,535,368
Public Works	\$1,283,607	\$1,532,214	\$1,684,083
Debt Service - Govt Svc Center	\$1,743,155		\$0
Miscellaneous	\$0	\$115,448	\$107,000
Transfers to Cap & Equip Reserve	\$0	\$694,650	\$769,000
Transfers/Misc Payments	\$252,687	\$316,321	\$329,433
TOTAL ALL EXPENDITURES	\$9,715,322	\$10,425,741	\$11,570,030

2023 Library Budget

	2021 Actual	2022 Budget	2023 Budget
Income			
Cash Long	24.13		
Donations			
Total Donations	4,498.08	5,000.00	5,000.00
Total Farmers' Market	5,334.01	5,000.00	5,000.00
Grants	20,699.23	8,600.00	8,600.00
Interest	739.97	1,000.00	750.00
Patron Charges			
Bags	0.00	0.00	0.00
Coffee	0.00	250.00	0.00
Computer disks & Flash Drives	15.00	30.00	30.00
Copies	3,687.81	6,500.00	3,700.00
Fax	1,824.60	3,000.00	2,000.00
Fines	2,598.47	5,500.00	0.00
Head Sets	43.50	200.00	50.00
Library Cards Replacements	91.90	150.00	100.00
Material Replacements	1,370.25	2,000.00	1,500.00
Shirts	15.00	0.00	0.00
Total Patron Charges	9,646.53	17,630.00	7,380.00
Refund	1,011.50		
State Aid	2,247.32	2,250.00	2,250.00
Tax Distrubution			
City	434,885.51	448,005.00	461,445.00
County	235,807.00	254,672.00	280,139.00
Total Tax Distrubution	670,692.51	702,677.00	741,584.00
Total Income	714,869.15	742,157.00	770,564.00
	714,869.15	742,157.00	770,564.00
Expense			
Advertising	61.50	200.00	200.00
Appreciations			
Automation			
Cataloging Expenses	8.50	100.00	100.00
Courier Service	900.00	2,000.00	2,900.00
NExpress Fees	5,000.00	5,000.00	5,000.00
Total Automation	5,908.50	7,100.00	8,000.00
Background Checks	73.00		
Bank Charges			
Credit card	78.45	150.00	150.00
Bank Charges - Other	50.85	0.00	0.00
Total Bank Charges	129.30	150.00	150.00
Board Expenses	1,038.59	400.00	400.00
Bonding	175.00	175.00	175.00

2023 Library Budget

	2021 Actual	2022 Budget	2023 Budget
Building Expenses			
Building Maintenance	2,463.54	2,885.00	2,885.00
Christmas Lights	1,544.00	1,040.00	1,300.00
Custodian	6,892.50	18,500.00	16,000.00
Custodian Supply	711.86		
Fence	1,300.00		
Flowers & Mulch	1,545.00	2,200.00	2,200.00
Interior Signage	1,264.14		
Landscaping & Mowing	11,812.18	9,840.00	9,840.00
Property Insurance	7,565.31	9,282.00	9,282.00
Security & Fire Monitoring	682.80	850.00	850.00
Utilities	26,888.85	31,000.00	37,000.00
Water, Sewer & Trash	9,240.54	6,213.00	9,213.00
Total Building Expenses	71,910.72	81,810.00	88,570.00
Cable Television	12.00		144.00
Cash Short	6.64		
Collection			
Adult Books	24,371.49	20,378.00	22,000.00
Audio Books	6,443.12	5,900.00	6,500.00
Children's Books	14,220.74	13,300.00	14,000.00
Databases	3,495.00	3,500.00	1,650.00
DVD	8,160.54	7,400.00	8,000.00
Ebooks	20,554.50	42,725.00	39,203.00
Games			
Large Print	5,030.59	4,000.00	5,000.00
Magazine	2,566.56	2,900.00	2,900.00
Music CD	609.10	500.00	500.00
Newspapers	2,658.57	1,850.00	2,700.00
Reference	1,025.30	500.00	500.00
Spanish Materials	487.40	500.00	500.00
Video Games	1,232.93	1,000.00	1,000.00
Young Adult Books	5,270.51	5,200.00	5,200.00
Total Collection	96,126.35	109,653.00	109,653.00
Computers			
Computer Consult	8,115.00	11,500.00	10,000.00
Computer Equip	4,201.04		
Computer Supplies	3,600.02	2,500.00	2,500.00
Software	5,362.61	4,463.00	8,163.00
Total Computers	21,278.67	18,463.00	20,663.00
Continuing Educ			
Mileage	0.00	660.00	660.00
Other	57.56	340.00	340.00
Registration	538.44	700.00	700.00
Continuing Educ - Other	258.24		
Total Continuing Educ	854.24	1,700.00	1,700.00

2023 Library Budget

	2021 Actual	2022 Budget	2023 Budget
Copier	6,201.84	8,100.00	8,100.00
Elevator Expense	3,029.64	3,080.00	3,180.00
Farmers' Market Program	7,077.43	10,000.00	10,000.00
Interlib. Loan	816.69	550.00	550.00
Internet & Email Provider	4,649.75	3,800.00	3,800.00
Lib Equip&Furn	1,027.47	2,000.00	2,000.00
Library Paid Benefits			
Dental Insurance	2,646.00		
EAP	368.28		
Health Insurance	33,390.40		
In Lieu Of Health Insurance	8,199.84		
Kansas Unemployment	562.71		
Kpers Employer	25,585.29		
KPERS Employer Insurance	1,438.18		
Medicare Employer	4,493.55		
Social Security Employer	19,200.90		
Vision Insurance	729.60		
Worker's Comp	446.00		
Library Paid Benefits - Other	0.00		
Total Library Paid Benefits	97,060.75	105,900.00	114,478.00
Lost Item Reimbursements	22.89	150.00	150.00
Lost Item Replacements	446.04		
Memberships	687.00	700.00	700.00
Mileage (NonCE)	270.69	300.00	300.00
Off. Supplies	4,188.75	6,500.00	6,500.00
Outreach Activi	90.00	250.00	250.00
Payroll-Gross			
Benefits Direct	1,618.32		
Dental Insurance	1,350.00		
Federal Withholding	19,203.49		
Health Insurance	5,757.60		
Kansas Withholding Tax	12,688.52		
Kpers Employee	17,306.85		
Kpers Optional Life Insurance	319.32		
Medicare Employee	4,493.55		
Payroll-Net	226,356.20		
Social Security Employee	19,213.77		
Vision Insurance	110.40		
Payroll-Gross - Other	0.00		
Total Payroll-Gross	308,418.02	338,199.00	347,772.00
Payroll Service	1,935.10	1,850.00	1,950.00
Postage	1,697.16	2,000.00	2,000.00
Programming			
Adult Programming	1,643.82	1,877.00	1,879.00
Adult Programming Presenters	1,475.00		
Children's Programming	1,565.09	4,500.00	4,500.00

2023 Library Budget

	2021 Actual	2022 Budget	2023 Budget
Children's Programming Presente	55.00		

2023 Library Budget

	2021 Actual	2022 Budget	2023 Budget
Total Programming	4,738.91	6,377.00	6,379.00
Promotional Material & Printing	121.50	200.00	200.00
Repair & Servic	19,820.60	13,950.00	15,000.00
Summer Reading	4,654.80	7,000.00	7,000.00
Tax Reimbursement			
Telephone	4,582.26	4,200.00	3,200.00
Testing	4,044.90	1,900.00	1,900.00
Volunteer Dinne	0.00	500.00	500.00
Work Supplies	4,946.99	5,000.00	5,000.00
Total Expense	678,103.69	742,157.00	770,564.00
	36,765.46	0.00	0.00

To the Clerk of Wyandotte, Johnson, Leavenworth County, State of Kansas

We, the undersigned, officers of

City of Bonner Springs

certify that: (1) the hearing mentioned in the attached publication was held; (2) after the Budget Hearing this budget was duly approved and adopted as the maximum expenditure for the various funds for the year 2023; and (3) the Amount(s) of 2022 Ad Valorem Tax are within statutory limitations.

Revenue Neutral Rate	37.212
----------------------	--------

Assisted by:

Address: _____

Email:

Date Attested: 2022

County Clerk

Governing Body

Proposed 2023 Budget Calendar

Week of May 16	Individual meetings with Budget Manager, Finance Director, and City Manager
June 15	Deadline for County Clerk to notify City of Valuations & Revenue Neutral Rate
Monday, June 27	Recommended Budget Work Session – All Tax Levy Funds - General Fund, Library, & Debt Service (prior to Council Meeting)
Monday, July 11	Approve Notice of Revenue Neutral Rate Hearing and Schedule Public Hearing to Exceed the Revenue Neutral Rate. (Sets <u>maximum</u> Proposed Tax Rate)
Wednesday, July 20	Deadline to notify County Clerk of Intent to Levy taxes above the Revenue Neutral Rate.
Monday, July 25	Recommended Budget Work Session – Special Revenue Funds, Enterprise Funds, Multi-Year Capital and Equipment Plans (prior to Council Meeting)
Monday, August 8	Recommended Budget Work Session - General Fund (prior to Council Meeting)
Monday, August 22	Conduct Revenue Neutral Hearing and Pass a Resolution to Exceed the Revenue Neutral Rate. Vote must be held at the hearing with Governing Body present.
Monday, August 22	Approve Notice of Budget Hearing and Schedule Public Hearing for Adoption of 2023 Budget. State Law requires ten days from date of publication of hearing notice to the public hearing.
Monday, September 12	Conduct Budget Hearing and Approve the 2022 Budget Amendments and 2023 Budget.
Monday, September 26	Approve the 2022 Budget Amendments and 2023 Budget – if needed
Friday, September 30	Deadline for City Clerk to Certify Budget to County Clerk

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From: Tillie LaPlante

Subject: Approve 2022 Budget Amendments and 2023 Budget

Recommendation: The City Manager and Finance Director recommend approval.

Action: Make a motion to adopt the 2022 Budget Amendments, the 2023 Budgeted Expenditures of \$29,927,213 and the 2022 Ad Valorem Tax for the 2023 Budget in the amount of \$4,420,687.

Background:

Discussion:

Financial Impact:

To the Clerk of Wyandotte, Johnson, Leavenworth County, State of Kansas
We, the undersigned, officers of

Table of Contents:

Revenue Neutral Rate	37.212
----------------------	--------

Page 62 of 205

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From: Amber Vogan

Subject: Public Hearing for Sandstone Townhomes Rural Housing Incentive District

Recommendation: Staff and Bond Counsel recommend holding the public hearing as statutorily required.

Action: 1. Make a motion to open the public hearing at ____:____ p.m.
2. Hear public comments.
3. Make a motion to close the public hearing at ____:____ p.m.

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 \$5,346,000. 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.

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.

Discussion: At the July 25, 2022 Council Meeting, Council adopted a resolution to set a public hearing to consider the District and adopt the Development Plan. This resolution set the public hearing date for the September 12, 2022 Council Meeting. The resolution was published in the Wyandotte Echo on September 1, 2022, and, 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. Staff and Bond Counsel presented the project and incentive information to the USD #204 Board of Education on September 6, 2022, and received positive feedback. While not statutorily required, a copy was sent to Kansas City Community College. Following the public hearing, the Council will consider an ordinance which would establish the District and adopt the final Development Plan and Agreement. If approved, the District would be finalized after a 30-day protest period.

Financial Impact: 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 would decrease each year by 5% for the remainder of the 25-year term or until reaching the cap of \$5,346,000, whichever comes first. A spreadsheet showing the annual taxes collected by the existing jurisdictions and the eligible reimbursement to the developer is attached.

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From: Amber Vogan

Subject: Ordinance to Establish the Sandstone Rural Housing Incentive District

Recommendation: Staff and Bond Counsel recommend approval of the ordinance to establish the RHID.

Action: Make a motion to adopt an ordinance establishing a rural housing incentive district within the city 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 \$5,346,000. 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 July 25, 2022 Council Meeting, Council adopted a resolution to set a public hearing to consider the District and adopt the Development Plan. This resolution set the public hearing date for the September 12, 2022 Council Meeting. The resolution was published in the Wyandotte Echo on September 1, 2022, and, 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. Staff and Bond Counsel presented the project and incentive information to the USD #204 Board of Education on September 6, 2022, and received positive feedback. While not statutorily required, a copy was sent to Kansas City Community College. Following the public hearing, the Council will consider an ordinance which would establish the District and adopt the final Development Plan and Agreement. If approved, the District would be finalized after a 30-day protest period.

Financial Impact: 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 would decrease each year by 5% for the remainder of the 25-year term or until reaching the cap of \$5,346,000, whichever comes first. A spreadsheet showing the annual taxes collected by the existing jurisdictions and the eligible reimbursement to the developer is attached.

ORDINANCE NO. ____

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF BONNER SPRINGS, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (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 (“RHID”) within such city; 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 providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution at least once in the official newspaper of the city, 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 is located in Wyandotte County, Kansas and therefore constitutes a city as said term is defined in the Act; and

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

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2022-09 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 a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act, (“Resolution No. 1”) dated June 13, 2022; and

WHEREAS, the Secretary of the Kansas Department of Commerce, 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. 12-5245;
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;
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. If other sources of public or private funds are to be used to finance the improvements, they shall be identified in the analysis; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2022-13, which stated that the City is considering the establishment of the proposed District and the adoption of the proposed Plan pursuant to the Act, set forth the information outlined in K.S.A. 12-5245(b), called a public hearing concerning the establishment of the proposed District for September 12, 2022, and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on September 12, 2022, after notice was duly published and delivered in accordance with the provisions of the Act; and

WHEREAS, upon and considering the information and public comments received at the public hearing, the Governing Body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan; and

WHEREAS, the City and the developer of the residential project within the proposed District (the “Developer”) have prepared a development agreement (the “Development Agreement”), outlining the rights and obligations of the parties, including the obligations of the Developer to construct the project in the proposed District and the right of the Developer to receive reimbursement from District revenues for the costs of certain eligible infrastructure and site work; and

WHEREAS, the Governing Body of the City hereby deems it advisable to authorize execution and delivery of the Development Agreement.

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

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted on September 12, 2022, was made in accordance with the provisions of the Act.

Section 2. Creation of Rural Housing Incentive District. The District is hereby created as an RHID within the City in accordance with the provisions of the Act, consisting of the real property legally described on *Exhibit A* and depicted on *Exhibit B* attached hereto.

Section 3. Approval of the Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District in the form now on file with the City Clerk is hereby approved and the District is hereby established as a District (as defined in K.S.A. 12-5242(f)).

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on September 12, 2022, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

- A. The Board of Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas, determines by resolution that the District will have an adverse effect on such county; or
- B. The Board of Education of U.S.D. 204 determines by resolution that the District will have an adverse effect on such school district.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of either the Unified Government of Wyandotte County, Kansas City, Kansas, or the Board of Education of U.S.D. 204.

Section 5. Transmission of Documents. After 30 days have passed without receipt of a resolution from either the Unified Government of Wyandotte County, Kansas City, Kansas, or the Board of Education of U.S.D. 204 as described in Section 4 above, the City Clerk is hereby authorized to transmit, on or before January 1, 2023, a complete copy of this Ordinance, including the attached exhibits, to the clerk, appraiser, and treasurer of the Unified Government of Wyandotte County, Kansas City, Kansas, and to the governing bodies of any taxing subdivisions which levy taxes upon any property in the District, all pursuant to K.S.A. 12-5251(a).

Section 6. Approval of Development Agreement. The Development Agreement is hereby approved in substantially the form now on file with the City Clerk. The Mayor and City Clerk are hereby authorized and directed to execute and deliver the Development Agreement on behalf of, and as the act and deed of, the City.

Section 7. 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 Ordinance.

Section 8. Effective Date. This Ordinance shall take effect and be in force after its adoption by the Governing Body and publication as required by law.

[remainder of page left blank intentionally]

**PASSED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF BONNER
SPRINGS, KANSAS ON THIS 12TH DAY OF SEPTEMBER, 2022.**

CITY OF BONNER SPRINGS, KANSAS

Jeff Harrington, Mayor

ATTEST:

Christina Brake, City Clerk

[SEAL]

APPROVED AS TO FORM:

Tyler Ellsworth, Bond Counsel

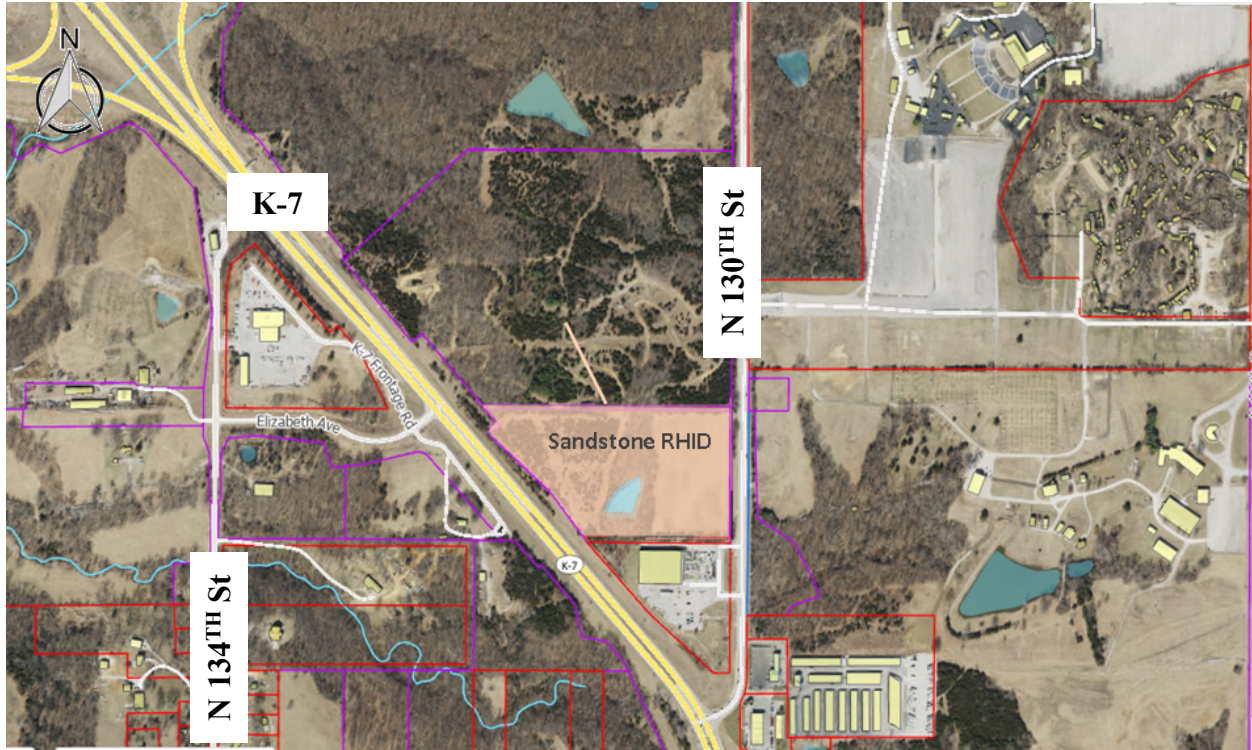
EXHIBIT A

LEGAL DESCRIPTION OF SANDSTONE RURAL HOUSING INCENTIVE DISTRICT IN THE CITY OF BONNER SPRINGS, KANSAS

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 RURAL HOUSING INCENTIVE DISTRICT
IN THE CITY OF BONNER SPRINGS, KANSAS**



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 which is expected to be in substantially the form 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 \$5,346,000 for costs of the public infrastructure which are proposed to be reimbursed to the Developer under the Development Agreement..

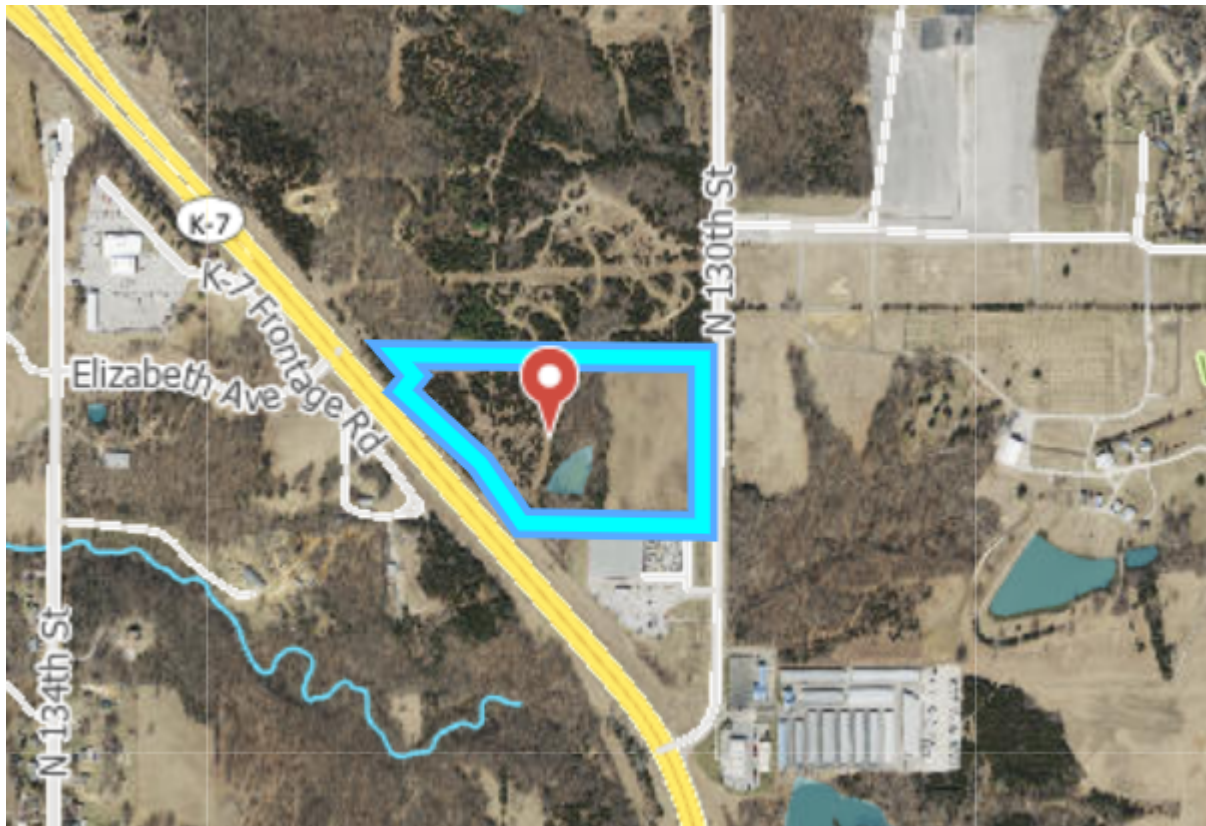
DEVELOPMENT PLAN – ATTACHMENT A

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 \$ 5,346,000.00

	Assessed Value	Property Class	Mill Levy*	Number of Lots	Tax Amount
Residential Townhome Project	\$ 20,756.00	30.0%	0.168258	1	\$ 3,492.36
Total Current					\$ 3,492.36

	Estimated Value of Lots	Estimated Value of Buildings to be Constructed	Property Class		Mill Levy**	Estimated Property Tax	Number of Lots	Total Value
Residential Townhome Project	\$ 5,600,000.00	\$ 21,000,000.00	11.5%		0.13876	\$ 424,466.84	1	\$ 424,466.84

Grand Total	\$ 424,466.84
Tax Increment	\$ 420,974.48
Rebate Total, 1% Growth	\$ 5,346,000.00
*The numbers are included are estimates based on 2020 Assessments Mill Levy	0.168258

**The Mill Levy is reduced by 29.5 Mills (State & School Funding)

DEVELOPMENT PLAN – ATTACHMENT C
SANDSTONE TOWNHOMES DEVELOPMENT AGREEMENT

[to be inserted]

DEVELOPMENT PLAN – ATTACHMENT C

SANDSTONE TOWNHOMES DEVELOPMENT AGREEMENT

THIS SANDSTONE TOWNHOMES DEVELOPMENT AGREEMENT (this "Agreement") is entered into this 12th day of September, 2022 (the "Effective Date"), by and between the **CITY OF BONNER SPRINGS, KANSAS**, a Kansas municipal corporation (the "City"), and **RIVER BEND LAND COMPANY – PV, LLC**, a Kansas limited company ("Developer"). The City and Developer are referred to collectively herein as the "Parties".

RECITALS

A. Developer wishes to design, develop, construct and complete a Townhome housing development consisting of 140 residential units of townhome units in twenty-two (22) buildings. The community will be comprised of two (2) and three (3) bedroom townhomes. (the "Townhome Improvements"), as well as the necessary infrastructure required to support the Townhome Improvements (collectively, the "Project").

B. The Project will be constructed on approximately 15.493 acres of real property generally located at 546 N. 130th Street, Bonner Springs, Kansas (the "Project Site"), as legally described in **Exhibit A**. Developer does own the site and has achieved the proper zoning to move forward with the proposed Project.

C. The City has the authority to create one or more rural housing incentive districts (each, an "RHID") pursuant to K.S.A. 12-5241 *et seq.*, as amended from time to time (the "RHID Act"), for the purpose of financing public improvements that will support housing in rural areas which experience a shortage of housing. On June 13, 2022, the Governing Body of the City made certain findings related to the need for housing in the City and approved the creation of an RHID pursuant to the RHID Act through the adoption of Resolution No. 2022-09 (the "RHID Resolution"). A copy of the RHID Resolution is attached hereto as **Exhibit B**. A legal description of the boundaries of the RHID and map depicting the same are attached to the RHID Resolution.

D. On June 16, 2022, the City submitted a certified copy of the RHID Resolution 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.

E. On June 22, 2022, the Secretary provided written confirmation approving the establishment of the RHID. The Project Site constitutes a portion of the RHID (the "Sandstone Townhomes RHID").

F. On September 12, 2022, the Governing Body of the City held a public hearing in connection with Developer's proposed Development Plan for the Sandstone Townhomes RHID (the "Development Plan"), pursuant to the RHID Act. The Development Plan provides, among other things, for the collection of the Incremental Property Taxes (defined below in Section 4.2(a)(i)) within the Sandstone Townhomes RHID to be disbursed to and used by Developer on a pay-as-you-go basis to reimburse certain RHID Eligible Expenses (defined below in Section 4.2). On September 12, 2022, the Governing Body of the City approved and adopted the Development Plan and established the Sandstone Townhomes RHID through the adoption of Ordinance No. _____ (the "Sandstone Townhomes RHID Ordinance"), pursuant to the RHID Act. The Sandstone Townhomes RHID Ordinance is attached hereto as **Exhibit C**.

G. Development of the Project should attract new residents to the City and stimulate the economy of the City and surrounding area of Wyandotte County, Kansas through employment, additional taxes and other indirect spending in the community, all of which would promote the public good, health, and welfare within the City.

H. The Parties agree that the Project is not financially feasible without the public-private partnership as set forth in this Agreement, and therefore the Parties wish to enter into this Agreement to provide the necessary financing for the Project.

AGREEMENT

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

1.1. Definitions. All capitalized terms used in this Agreement shall have the meanings ascribed to them in Annex 1 attached hereto and made a part hereof, or as otherwise provided herein.

1.2. Interpretation. In this Agreement, unless a clear contrary intention appears:

- (a) the singular number includes the plural number and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) reference to any gender includes each other gender;
- (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (e) reference in this Agreement to any article, section, appendix, annex, schedule or exhibit means such article or section thereof or appendix, annex, schedule or exhibit thereto;
- (f) each of the items or agreements identified on the attached Index of Exhibits are deemed part of this Agreement to the same extent as if set forth herein;
- (g) "hereunder", "hereof", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article, section or other provision thereof;
- (h) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and
- (i) relative to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding."

1.3. Accounting Terms. Unless expressly otherwise provided, accounting terms shall be construed and interpreted, and accounting determination and computations shall be made, in accordance with GAAP.

1.4. Legal Representation of the Parties. This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof or thereof.

ARTICLE II

THE PROJECT

2.1. Undertaking of Developer. Developer hereby agrees, subject to the terms and conditions hereinafter provided, to develop, construct, complete and operate the Project. The performance of all activities by Developer hereunder shall not be as an agent of the City, except as otherwise specifically provided herein.

2.2. Development of the Project Site. Prior to satisfaction of the Public Financing Conditions set forth in Section 3.1 below, the Parties hereby agree that Developer shall have the right but not the obligation to develop the Project as described below. If and to the extent that the Public Financing Conditions are satisfied on or before the Drop Dead Date (defined below in Section 3.2), Developer shall then be contractually obligated in this Agreement to construct and complete all of the components of the Project on the Project Site. Developer hereby contemplates that all of the infrastructure, buildings, parking facilities and other improvements constituting the Project, as described in this Section 2.2 and consistent with the design, materials, and layout as depicted on Exhibit E attached hereto (the "Improvements"), shall be developed, constructed, completed, and operated on the Project Site in accordance and compliance with the terms and conditions of this Section 2.2 and the final site plan approvals as may be granted by the City's Planning Commission or other relevant bodies if any (the "Project Plan"). On and subject to the terms and provisions set forth in this Agreement, Developer shall have the sole right to, and shall be responsible for, design, construction, equipment and completion of the Improvements, and shall operate and use the Improvements in the manner described herein, all in accordance with the terms of this Section 2.2 and all other Applicable Laws and Requirements. The Parties further agree that the "Project" shall include the following:

(a) Townhome Improvements: 140 units of residential housing in twenty-two (22) townhome buildings including seventy (70) two-bedroom units and (70) three-bedroom units. Project amenities shall include: (i) walking trail, pet play area, pickleball court, and outdoor community gathering spaces; and (ii) in-unit washer/dryer and/or hookups, dishwasher, refrigerator, oven/range, and microwave.

(b) Infrastructure: Infrastructure improvements, including, without limitation to, site work, water, sanitary sewer, storm water, drainage, electric, roads, parking improvements containing the number of spaces required by Applicable Laws and Requirements, and any variances granted by the Planning Commission, landscaping, sidewalks, and curb and gutter necessary to support the Improvements in the Project (the "Infrastructure"). Developer is responsible for landscaping and the ongoing maintenance of the Infrastructure.

(c) Signage: Signage which shall be subject to all Applicable Laws and Requirements, and any variances granted by the Planning Commission. Developer may develop sign criteria for the entire Project Site.

(d) Developer's development, design and construction of the Improvements shall in all respects comply with the Plans and Specifications (defined below in Section 5.2).

(e) The Project described in this Section 2.2 shall not be amended or modified without the prior written consent of the City, which consent shall not be unreasonably withheld, and shall be granted or denied in accordance with all Applicable Laws and Requirements.

2.3. Developer's Obligations to Construct and Complete the Project. If and to the extent that the Public Financing Conditions are satisfied on or before the Drop Dead Date, then subject to the terms and conditions of this Agreement, and except as otherwise provided herein, Developer hereby covenants and contractually agrees to fully construct and complete the Improvements as described herein. Except as otherwise provided herein, Developer hereby agrees to complete the Improvements on or before the Completion Date set forth in Section 5.10 below.

ARTICLE III

CONDITIONS

3.1. Public Financing Conditions. The issuance and delivery to Developer of any public financing contemplated under the terms of this Agreement shall be subject to the following conditions precedent (the "Public Financing Conditions"):

(a) Financing Plan. Developer shall secure and provide evidence of immediately available private funds which, when added to the RHID Proceeds (defined below in Section 4.2(a)(iii)), are sufficient to complete the Project. Developer shall provide evidence of such private funds in form and substance verifiable and approved by the City Manager in his or her reasonable discretion, in the form of: (x) cash funds held in a bank account; or (y) private equity and/or a closed loan from a financial institution that is ready, willing and able to provide construction draws for the Project, subject only to normal and customary draw conditions that are approved by the City;

(b) No Nullification. The Sandstone Townhomes RHID Ordinance is not nullified as provided in Section 12-5246 of the RHID Act; and

(c) Project Plan Approval. Developer shall have obtained the Project Plan approvals set forth in Section 2.2 above.

Where approval of the City is required for the various conditions set forth in this Section 3.1, such approval shall be granted or withheld by the City in its reasonable discretion.

3.2. Termination. In the event that the Public Financing Conditions are not met or waived on or prior to December 31, 2022 (the "Drop Dead Date"), then either party hereto shall have the right to terminate this Agreement, but such failure shall not be an event of default hereunder. Upon any such termination of this Agreement, the Parties shall have no further duty, obligation, or liability each to the other hereunder, except for those provisions that are specifically set forth herein to survive termination of this Agreement, and without limiting the generality of the foregoing, Developer shall be solely liable and responsible for all of its costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and except for the fees and expenses of the City to be paid for by Developer pursuant to that certain Funding Agreement dated as of July 25, 2022, and the provisions of this Agreement, the City shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

ARTICLE IV

FINANCING

4.1. Public Financing; Source of Funds. Reference is hereby made to the Total Project Budget attached hereto as Exhibit F, and by this reference made a part hereof. The costs of the Project (the "Project Costs") will be funded in part by public incentives, including the RHID Proceeds, as well as private equity and debt. Developer, using private equity and debt (the "Private Funds"), will initially advance all of the costs for the design, development and construction of the Project. Developer, subject to the terms and conditions of this Agreement, shall be reimbursed for certain RHID Eligible Expenses from and to the extent of the RHID Proceeds collected during the Term (as defined in Section 6.1).

4.2. RHID. It is contemplated by the Parties that the Project Costs shall be funded in part by RHID Proceeds. Developer has identified certain Project Costs which may be reimbursed with RHID Proceeds if and to the extent that such Project Costs are related to hard construction costs for the Infrastructure, located within the Sandstone Townhomes RHID, identified on Exhibit E attached hereto, and eligible for payment or reimbursement pursuant to the RHID Act (the "RHID Eligible Expenses"). In connection with the Sandstone Townhomes RHID, the Parties hereby agree as follows:

(a) Collection of RHID Revenues. During the RHID Collection Period (defined below in Section 4.2(b)(i)), the City shall collect Incremental Real Property Taxes as set forth below, unless the Sandstone Townhomes RHID shall be earlier terminated pursuant to the express terms of this Agreement.

(i) Incremental Real Property Taxes. Subject to the terms and conditions of this Agreement and the Sandstone Townhomes RHID Ordinance, the City hereby agrees that the RHID Eligible Expenses may be financed and reimbursed with Pay-Go RHID Financing (defined below in Section 4.2(b)) from the Incremental Real Property Taxes collected within the Sandstone Townhomes RHID. Pursuant to the provisions of the RHID Act, including, but not limited to, Section 12-5248(a) of the RHID Act, all real property located within the Sandstone Townhomes RHID is subject to assessment for annual Real Property Taxes. Real Property Taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which said amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to pay Real Property Taxes shall be a covenant running with the land and shall create a lien in favor of the County on each such tax parcel as constituted from time to time and shall be enforceable against Developer and its successors and assigns in ownership of property in the Sandstone Townhomes RHID. The "Incremental Real Property Taxes" means that amount of Real Property Taxes collected from within the Sandstone Townhomes RHID that exceeds the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within the Sandstone Townhomes RHID. For purposes hereof, the term "Base Year Assessed Valuation" means the assessed valuation of all real properties within the boundaries of the Sandstone Townhomes RHID on the Effective Date. The Parties acknowledge and agree that, subject to the final determination of the County, the Base Year Assessed Valuation of the real property within the Sandstone Townhomes RHID is \$20,756.

(ii) Sandstone Townhomes RHID Fund. During the existence of the Sandstone Townhomes RHID, all Incremental Real Property Taxes generated within the Sandstone Townhomes RHID shall be deposited into a separate fund (the "Sandstone

Townhomes RHID Fund"), which shall be established and administered by the City in compliance with this Agreement and all Applicable Laws and Requirements.

(iii) RHID Proceeds. The revenues received from the Incremental Real Property Taxes, less the Administrative Fee (defined below in Section 4.2(d)), constitute the "RHID Proceeds". The RHID Proceeds shall be used to pay or reimburse Developer for the RHID Eligible Expenses, subject to the limitations in the RHID Act and provided that none of the RHID Proceeds shall be used to pay for anything but the RHID Eligible Expenses without the prior approval of the City, in its sole discretion.

(b) Pay-Go RHID Financing. Subject to the terms and conditions of this Agreement, the Parties hereby agree that the RHID Proceeds shall be disbursed by the City to Developer from the Sandstone Townhomes RHID Fund on a pay-as-you-go basis ("Pay-Go RHID Financing") to reimburse Developer for RHID Eligible Expenses, if and to the extent that: (1) there are sufficient RHID Proceeds in the Sandstone Townhomes RHID Fund; (2) Developer has fully satisfied all of the conditions set forth in Section 4.2(e) below), (3) Developer has not already been reimbursed for RHID Eligible Expenses in an amount equal to the RHID Cap (defined below in Section 4.2(b)(ii)), and (4) the Term has not yet expired. The Parties further agree as follows:

(i) RHID Collection Period. The Incremental Real Property Taxes shall be collected within the Sandstone Townhomes RHID for a period that commences on the Effective Date up to and concluding upon that date which is the earlier of (a) the date that Developer has been reimbursed for all RHID Eligible Expenses by Pay-Go RHID Financing in an amount equal to the RHID Cap, or (b) twenty-five (25) years from the Effective Date (the "RHID Collection Period"). At the end of the RHID Collection Period, the Parties understand and agree that the Sandstone Townhomes RHID shall thereafter terminate, the City shall no longer deposit Incremental Real Property Taxes into the Sandstone Townhomes RHID Fund, and Developer shall have no further access to RHID Proceeds to reimburse or pay for RHID Eligible Expenses.

(ii) RHID Cap. The RHID Proceeds available to Developer for reimbursement of RHID Eligible Expenses through Pay-Go RHID Financing shall in no event exceed the lesser of \$5,346,000 or the total aggregate amount reflected on Certificates of Expenditures approved prior to the deadline set forth in Section 4.3(a) below (the "RHID Cap"). The Parties understand and agree that 75% of the RHID Proceeds shall be available to Developer for a duration ending upon the first to occur of (x) fifteen (15) years from the Effective Date, or (y) when Developer has been reimbursed RHID Eligible Expenses in the amount of \$5,000,000. Thereafter, the City's reimbursements to Developer will decrease 5% each year for the remainder of the Term until Developer has been reimbursed for RHID Eligible Expenses in an amount equal to the RHID Cap. In other words, Developer will receive 70% of the RHID Proceeds in Year 16, 65% of the RHID Proceeds in Year 17 and so on until Developer has been reimbursed for RHID Eligible Expenses in an amount equal to the RHID Cap. The RHID Cap shall, for all purposes set forth herein, operate as a cap on the use of RHID Proceeds for reimbursement to Developer of any of Developer's RHID Eligible Expenses. Once Developer has received an amount equal to the RHID Cap in reimbursements of RHID Eligible Expenses through Pay-Go RHID Financing, the Parties understand and agree that Developer's access to the Pay-Go RHID Financing shall thereafter terminate.

(iii) Conditions for Reimbursement. Developer shall not receive any reimbursements from Pay-Go RHID Financing unless and until the conditions precedent

set forth in Section 4.2(e) below have been fully satisfied or waived by the City, upon which satisfaction or waiver Developer shall be reimbursed from Pay-Go RHID Financing as provided in this Agreement.

(c) No RHID Bonds. Developer hereby understands and agrees that all reimbursements to Developer hereunder shall be made only from Pay-Go RHID Financing, and nothing in this Agreement shall in any way obligate the City to issue bonds or other obligations to reimburse Developer for the RHID Eligible Expenses or any other Project Costs.

(d) Administrative Fee. A portion of the Incremental Real Property Taxes deposited into the Sandstone Townhomes RHID Fund shall be used to pay an administrative fee in an amount equal to one percent (1%) of the Incremental Real Property Taxes deposited into the Sandstone Townhomes RHID Fund (the "Administrative Fee"). The Administrative Fee shall be due and payable on the date the Incremental Real Property Taxes are received by the City. Developer hereby understands and agrees that such Administrative Fee shall be withheld by the City prior to depositing the balance of the Incremental Real Property Taxes into the Sandstone Townhomes RHID Fund. As and when there are sufficient Incremental Real Property Taxes to pay the Administrative Fee, such Administrative Fee shall have first priority to available Incremental Real Property Taxes.

(e) Conditions Precedent to Reimbursements. Developer hereby understands and agrees that even when RHID Proceeds have begun to be collected by the City, the City will hold and not disburse to Developer any reimbursements for RHID Eligible Expenses from Pay-Go RHID Financing unless and until the conditions precedent set forth below have been fully satisfied as determined by the City in its sole reasonable discretion:

- (i) The City has approved Certificate(s) of Expenditures for such RHID Eligible Expenses;
- (ii) Developer shall have achieved Substantial Completion of the Project; and
- (iii) Developer shall be in compliance with the terms and conditions of this Agreement in all material respects and shall not be in default hereunder, nor shall there be conditions, actions or omissions of Developer which will, with the passage of time, become occurrences of default hereunder.

4.3. Certificate(s) of Expenditures for Reimbursement from RHID Proceeds. The Parties hereby agree as follows:

(a) Certificate of Expenditures. In order to receive payment or reimbursement for Project Costs from Pay-Go RHID Financing, Developer shall submit a certificate of expenditures in the form attached hereto as **Exhibit F** (each, a "Certificate of Expenditures") attesting to the expenditure of Project Costs in accordance with the procedure set forth below. The Developer anticipates submitting a single Certificate of Expenditures, with supporting documentation as described in this Agreement, following Substantial Completion of the Project, and, in any case, the Developer shall have until one (1) year following the Completion Date to submit Certificate of Expenditures for City review and approval. The City shall have no obligation to review or approve Certificates of Expenditures submitted following such date. Additionally, Developer shall require that no transferee, purchaser, or lessee of any portion of the Project Site otherwise provide Certificate(s) of Expenditures to the City, except as otherwise approved by the City and Developer.

(b) Procedures for Certification of Expenditures. The City or a representative of the City shall review the Certificate(s) of Expenditures to be made in connection with the Project Costs for approval or denial of the same as follows:

(i) Developer shall submit to the City a Certificate of Expenditures setting forth the amount for which certification is sought and identification of the relevant Project Costs and the appropriate source of public financing proceeds (RHID Fund) for payment of such Project Costs. Developer shall certify to the City that it shall only use the RHID Proceeds for the designated Project Costs described in the Certificate of Expenditures and that such proceeds shall not be commingled with other sources or uses. Developer shall further certify to the City that it will only use the RHID Proceeds for RHID Eligible Expenses.

(ii) Each Certificate of Expenditures shall be accompanied by such bills, contracts, invoices, lien waivers, canceled checks, wire confirmations, and other evidence as the City shall reasonably require to document appropriate payment.

(iii) The City reserves the right to, at reasonable times and upon reasonable notice, have its engineer or other agents, consultants or employees inspect all the items set forth in Section 4.3(b)(ii) above as reasonably necessary to determine that the expenses therein are valid, eligible and properly incurred and constitute RHID Eligible Expenses.

(iv) The City shall have sixty (60) calendar days after receipt of any Certificate of Expenditures to review and respond by written notice to Developer. If the City disapproves of the Certificate of Expenditures, the City shall notify Developer in writing of the reason for such disapproval within such sixty (60) day period, in which event Developer shall have the right to revise and re-submit the Certificate of Expenditures to address the City's reason for disapproval, and the City will review and approve the revised Certificate of Expenditures within thirty (30) calendar days after receipt of the re-submitted Certificate of Expenditures. Approval of any Certificate of Expenditures will not be unreasonably withheld, conditioned, or delayed.

(c) Third Party Oversight/Management. The Parties hereby understand and agree that the process to approve Certificate(s) of Expenditures and properly disburse the RHID Proceeds is important to the City and Developer for various reasons. Accordingly, the Parties hereby understand and agree that the City may retain outside third-party representatives to manage and/or provide oversight to this process and Developer hereby agrees to fully cooperate with any such third-party representatives in this process and to pay the City's costs for retaining such third-parties.

4.4. Reimbursement Priority. All payments or reimbursements of whatever kind from the City to Developer under this Agreement shall be made in the following priority:

(a) First, to the City, to the extent permitted by Applicable Laws and Requirements, as payments by the Developer for any amounts due and owing to the City; provided, however, the City shall first provide Developer with advance written notice specifying the amount(s) in question, and afford Developer a period of ten (10) days following its receipt of such notice in which to pay such amount(s) from Private Funds, including, without limitation: (i) all amounts delinquently due or owing, including all taxes, fees, or fines and including any interest and penalty thereon, by the Developer to the City under this Agreement, under any other agreement between Developer and the City, or under any Applicable Laws and Requirements; (ii) all actual out-of-pocket costs incurred (and any interest or penalty thereon) by the City in entering into, operating under, or

enforcing this Agreement, including reasonable attorneys' fees, and all costs of pursuit of Developer (or any Affiliate); (iii) indemnification of the City for any indemnity obligation owed by Developer (or any Affiliate) to the City, and any interest or penalty thereon; and (iv) any reimbursement due to the City on account of any prior overpayment or over-reimbursement to Developer under this Agreement, under any other agreement between Developer and the City, or under any Applicable Laws and Requirements; and

(b) Second, to Developer for actual amounts to which Developer is entitled by the other provisions of this Agreement.

4.5. Line Items. The Parties hereby agree that increases or decreases in line item amounts in the column labeled "RHID Eligible Expenses" in the Total Project Budget as set forth on **Exhibit F** may be made by Developer as long as: (a) no such increase represents more than a twenty percent (20%) change per line item, unless otherwise approved by the City Manager or his or her designee in writing, and (b) prior to requesting reimbursement for any such line item change(s), Developer provides the City Manager's office with a modified Total Project Budget reflecting such change(s).

ARTICLE V

CONSTRUCTION OF THE IMPROVEMENTS

5.1. Architect. Developer shall select such architects, engineers and other design professionals and consultants as are necessary to provide construction documents and construction oversight services for the Improvements. All agreements respecting architectural and engineering services shall be between Developer and such Persons, and a copy of each such agreement shall be timely provided to the City upon a request for the same.

5.2. Design and Plans and Specifications. Developer shall, as soon as practicable, provide the City with plans and specifications for the Improvements (the "Plans and Specifications"), which Plans and Specifications shall include cost estimates for the Improvements, the design of which is compatible with the Development Plan, the Project Plan and all Applicable Laws and Requirements and which is consistent with the design, materials, and layout as depicted on **Exhibit E** attached hereto. Developer recognizes, stipulates and agrees that the Plans and Specifications will be presented to and subject to approval by the appropriate Government Authorities in accordance with Applicable Laws and Requirements. Without the prior written approval of the appropriate Government Authorities, there shall be no Material Changes to the Plans and Specifications subsequent to the initial approval.

5.3. General Contractor and Construction Documents. Developer shall select one or more general contractors (the "General Contractor") for the Improvements. Developer represents that its construction documents relative to the Improvements (the "Construction Documents") will require and provide for: (a) the design, development, construction, equipping and completion of the Improvements (or applicable portion thereof) in accordance with this Agreement, the Development Plan, the Project Plan, the Plans and Specifications and all Applicable Laws and Requirements; (b) a guaranteed maximum price, or other commercially reasonable payment structure acceptable to Developer; and (c) guaranteed Substantial Completion not later than the Completion Date. Developer shall, as soon as practicable, provide the City with a copy of the Construction Documents.

5.4. Changes or Amendments. Developer shall promptly deliver to the City copies of all change orders or other changes or amendments to the Construction Documents that constitute a Material Change. Developer agrees with the City that it will: (a) perform its duties and obligations under the Construction Documents and (b) enforce the obligations of all other parties thereunder.

5.5. Terms and Requirements for Improvements. The contracts for all Improvements in the Project shall comply with all Applicable Laws and Requirements. Any Material Changes to the Improvements require the prior approval of the City in accordance with Applicable Laws and Requirements. The City, or its designee, shall have the right to inspect, observe, and oversee the construction of the Improvements in order to ascertain and determine the requirements of this Agreement have been met. Developer shall obtain the City's approval of all change orders relating to the Improvements that result in a Material Change.

5.6. Responsibility for Design and Construction. Developer shall, subject to the terms of this Agreement, the Development Plan and the Project Plan, have the sole right, and the responsibility, to design, manage, construct and operate the Project. Developer shall receive no separate fee from the City for acting as construction manager or developer of the Project.

5.7. Payment and Performance Bonds. If required by Applicable Laws and Requirements for the Improvements, the General Contractor shall be required under the Construction Documents to furnish and maintain in full force and effect performance and labor and material payment bonds in the full amount of the project cost, as set forth in the Construction Documents. The bonds shall be in form and substance and issued by a corporate surety reasonably satisfactory to Developer and Developer's lender.

5.8. Permits and Reviews. Developer hereby recognizes, stipulates and agrees that: (a) in the design, construction, completion, use or operation of the Improvements, Developer, or its General Contractor, shall procure and pay for any and all permits, licenses or other forms of authorizations that are, from time to time, required by Applicable Laws and Requirements; and (b) nothing herein shall be construed as any release by the City of the responsibility of Developer to comply with, and satisfy the requirements of, all Applicable Laws and Requirements.

5.9. Periodic Meetings with Developer. From the Effective Date until Substantial Completion of the Project, Developer hereby agrees to meet with the City at such intervals as Developer, the City and any such designee of the City shall mutually agree or reasonably request, and not more frequently than monthly, to review and discuss the design, development and construction of the Improvements and the Project as well as monthly reports on leasing prospects for the Townhome Improvements.

5.10. Project Construction Schedule. Developer shall commence construction of the Project within the Project Site in a commercially reasonable amount of time after passage of the Sandstone Townhomes RHID Ordinance and approval of the final site plan. Developer will diligently pursue Substantial Completion of the Project and, unless otherwise approved by the City, must obtain Substantial Completion within twenty-four (24) months after the Drop Dead Date (the "Completion Date") or Developer will be in material breach of this Agreement.

ARTICLE VI

USE AND OPERATION

6.1. Term. The Term of this Agreement shall commence on the Effective Date and shall expire on that date which is the earlier to occur of: (a) the last date of the RHID Collection Period, or (b) twenty-five (25) years from the Effective Date of this Agreement (the "Term").

6.2. Use and Operation. Developer covenants that at all times during the Term, it will, at its expense:

(a) Use the Project only as a first-class Townhome development as described in Section 2.2(a) above (the "Permitted Use").

(b) Conduct its business at all times in a dignified quality manner and in conformity with first-class industry standards and in such manner as to help establish and maintain a high reputation for the Project.

(c) Additionally, Developer hereby understands and agrees that the nature of the Townhome uses within the Sandstone Townhomes RHID were critical to the City's creation of same. Accordingly, the Parties hereby agree that the following uses shall be prohibited within the Sandstone Townhomes RHID, except as otherwise provided herein or with the prior written approval of the City:

(i) Any use which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution, or which constitutes a nuisance or is hazardous by reason of fire or explosion, or injurious to the reputation of the Project, as determined by the City and Developer in their reasonable discretion.

(ii) Any use which involves the long-term raising, breeding, and keeping of any animals or poultry, except for pets permitted in accordance with Developer's leasing policy for the Townhome Improvements.

(iii) Salvage or reclamation yards and the storage of inoperative vehicles.

(iv) Any mobile home park, camp ground, trailer court, or labor camp; provided, however, that the foregoing restriction shall not be applicable to: (1) the temporary use of construction trailers during periods of construction, reconstruction or maintenance; or (2) trailers, delivery trucks or recreational vehicles of invitees, guests, and participants of the Project.

(v) Any dumping, disposing, incineration or reduction of garbage; provided, however, that this prohibition shall not be applicable to garbage compactors located near the rear of any building within the Sandstone Townhomes RHID, or elsewhere within the Sandstone Townhomes RHID subject to the approved final Project Plan and in compliance with all Applicable Laws and Requirements.

(vi) Any use not permitted by the applicable zoning ordinance of the City.

The foregoing list of prohibited uses is not intended to supplant the requirements and/or prohibition of uses stated within the City's Code of Ordinances. The City's Governing Body may grant variances to the restrictions set forth in this Section 6.2(c) from time to time in its sole and absolute discretion. Developer and the City shall execute a document which shall memorialize the restrictions set forth in this Section 6.2(c) and record the same against the real property within the Sandstone Townhomes RHID, which restrictions shall be effective and run with the land for the Term of this Agreement. The City shall consent to additional reasonable development, use and maintenance covenants for the Project Site to ensure the ongoing, high-quality use of the Project.

6.3. Development Plan and Project Plan. During the Term, Developer agrees that it shall perform and comply with each and all of the terms and provisions of the Development Plan and Project Plan and not suffer or permit any default or breach of any such terms or provisions of the Development Plan and Project Plan.

6.4. Maintenance and Use. During the Term, Developer shall cause the Project, and all parts thereof, the Project Site and all other of its property used or useful in the conduct of its business and operations on the Project Site, to be maintained, preserved and kept in good repair and working order and in a safe condition, consistent at all times with other similarly situated first-class residential space in the greater metropolitan Kansas City area, and will make all repairs, renewals, replacements and improvements necessary for the safe, efficient, and advantageous conduct of its business and operations on the Project Site. Developer may make additions, alterations and changes to the Project so long as such additions, alterations and changes are made in compliance with all Applicable Laws and Requirements, the Development Plan and the Project Plan, and as long as the same do not materially adversely affect Developer's ability to perform its obligations under this Agreement. Developer agrees to set aside on its books such reasonable reserves for future maintenance and capital expenditures.

6.5. Compliance. Developer shall conduct its affairs and carry on its business and operations in such a manner as to comply with all Applicable Laws and Requirements, and to observe and conform to all valid orders, regulations or requirements (including, but not limited to safety and health) of any Government Authorities applicable to the conduct of its business and operations and the ownership of the Project; provided, however, that nothing contained in this Agreement shall require Developer to comply with, observe and conform to any such law, order, regulation or requirement of any Government Authorities so long as the validity thereof shall be contested by Developer in good faith by appropriate proceedings, and provided that Developer shall have set aside on its books adequate reserves in accordance with GAAP or secured adequate bonding with respect to such contest and such contest shall not materially impair the ability of Developer to meet its obligations under this Agreement. Developer agrees to promptly pay any and all fees and expenses associated with any safety, health or other inspections required under this Agreement or imposed by Applicable Laws and Requirements, unless contested in good faith with the assurances provided in the preceding sentence.

6.6. Payment of Taxes and Other Charges. During the Term, Developer and each successor owner within the Project shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon parcels owned by the Developer or upon any income therefrom, including, but not limited to, any taxes, assessments, or other governmental charges levied, assessed or imposed on the Project, the Project Site, and/or the Improvements. Ad valorem property taxes shall be due in arrears, with half due on December 20th and half due on May 10th of each year in which such amount is required to be paid, and will be considered delinquent if not paid by such dates of each such year or as otherwise determined by Applicable Laws and Requirements. The obligation to make ad valorem property tax payments shall be a covenant running with the land and shall create a lien in favor of the County on each such tax parcel as constituted from time to time and shall be enforceable against Developer or each relevant successor parcel owner. Additionally, Developer hereby understands and agrees that if Developer shall fail to timely pay its ad valorem property taxes for a parcel, then Developer's access to the disbursements from the Sandstone Townhomes RHID Fund for the Project shall be suspended until such taxes are paid in full. Nothing herein is intended to restrict Developer's right to file property tax appeals as long as such taxes are paid under protest when the subject property taxes are due and owing during the pendency of an appeal; provided, however, that the Developer shall not protest to reduce the appraised valuation of the Project to less than \$26,600,000 during the Term. In the event the appraised valuation of the Project is reduced due to a tax protest to less \$26,600,000 during the Term, the RHID Cap shall be correspondingly reduced. By way of example only, if the appraised valuation of the Project is reduced due to tax protest to \$23,940,000 (90% of \$26,600,000) during the Term, the RHID Cap shall automatically be reduced to 90% of the cap established per Section 4.2(b)(ii). If the appraised value shall be less than \$26,600,000 during the Term for reasons other than a tax protest by the Developer, there shall be no corresponding reduction in the RHID Cap.

6.7. Payment of Obligations. During the Term, Developer shall promptly pay or otherwise satisfy and discharge all of its obligations and all demands and claims against it as and when the same become due and payable, unless the validity, amount or collectability thereof is being contested in good faith or unless the failure to comply or contest would not materially impair its ability to perform its obligations under this Agreement nor subject any material part of the Project to loss or forfeiture.

6.8. Liens and Encumbrances. During the Term, except for a Permitted Mortgage, Developer shall not create or incur or permit to be created or incurred or to exist any mortgage, lien, security interest, charge or encumbrance upon the Project, or any part thereof, and shall promptly cause to be discharged, challenged or terminated all mortgages, liens, security interests, charges and encumbrances that are not Permitted Encumbrances or a Permitted Mortgage. Notwithstanding the foregoing, any Permitted Mortgage shall be subject to the terms and conditions of this Agreement, including without limitation, Section 6.2 of this Agreement.

6.9. Licenses and Permits. During the Term, Developer shall procure and maintain all licenses and permits, and allow all inspections and/or investigations required by Applicable Laws and Requirements or otherwise necessary in the operation of its business and affairs in, on or about the Project.

6.10. Insurance. During the Term, Developer shall maintain or cause to be maintained insurance with respect to the portions of the Project which it owns and operations covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations (including but not limited to property and casualty, worker's compensation, general liability and employee dishonesty) and in such amounts as, in the reasonable judgment of Developer, are adequate to protect Developer, the City and the Project, but in no event in an amount less than that required by the Insurance Specifications attached hereto as Exhibit H, and made a part hereof. Each policy or other contract for such insurance shall: (i) name the City as an additional insured (with respect to liability insurance and only in an amount equal to \$500,000), and (ii) contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least thirty (30) days after written notice of cancellation to Developer and each other insured, additional insured, loss payee and mortgage payee named therein. The rights of the City to any insurance proceeds shall be subject and subordinate to the rights of any Permitted Mortgage.

6.11. Damage, Destruction or Condemnation. The Parties hereby agree as follows:

(a) In the event of damage to or destruction of any portion of the Improvements resulting from fire or other Casualty during the Term, or in the event any portion of the Improvements is condemned or taken for any public or quasi-public use or title thereto is found to be deficient during the Term, the net proceeds of any insurance relating to such damage or destruction, the net proceeds of such condemnation or taking, or the net proceeds of any realization on title insurance shall be paid into, and used in accordance with, a construction escrow agreement satisfactory to the City and Developer ("Casualty Escrow").

(b) If, at any time during the Term, the Improvements or any part thereof shall be damaged or destroyed by a Casualty (the "Damaged Facilities"), Developer shall proceed as promptly as possible to repair, restore and replace the Damaged Facilities as nearly as possible to their condition immediately prior to the Casualty and shall be entitled to draw upon the Casualty Escrow for payment of such costs.

(c) If at any time during the Term, title to the whole or substantially all of the Improvements shall be taken in condemnation proceedings or by right of eminent domain, Developer, at its sole discretion, may terminate this Agreement as of the date of such taking. For

purposes of this Section 6.11(c), "substantially all of the Improvements" shall be deemed to have been taken if the City and Developer, each acting reasonably and in good faith, determine that the untaken portion of the Project cannot be practically and economically used by Developer for the purposes and at the times contemplated by this Agreement.

6.12. Indemnity. Developer shall pay and indemnify and save the City and its Governing Body members, directors, officers, employees and agents harmless from and against all loss, liability, damage or expense arising out of: (a) the acquisition of the Project Site; (b) the design, construction and completion of the Project by Developer; (c) the use or occupation of the Project by Developer or anyone acting by, through or under it; (d) damage or injury, actual or claimed, of whatsoever kind or character occurring after Closing, to persons or property occurring or allegedly occurring in, on or about the Project; (e) any breach, default or failure to perform by Developer under this Agreement following any notice and cure period provided herein; (f) any act by an employee of the City at the Project Site which are within or under the control of Developer or pursued for the benefit of or on behalf of Developer; and (g) any claims or challenges related to the administration of this Agreement or the legality of the approval of, or terms contained in, the planning, zoning, platting or other governmental approvals necessary for this Project, this Agreement, the Development Plan, the Project Plan, the RHID, the formation of the RHID and collection of the Incremental Real Property Taxes and the terms thereof, and of the public financing structure contemplated by this Agreement. Developer shall also pay and indemnify and save the City and its Governing Body members, directors, officers, employees and agents harmless of, from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them or by Developer in any action or proceeding brought by reason of any such claim, demand, expense, penalty or fine. If any action or proceeding is brought against the City or its Governing Body members, directors, officers, employees or agents by reason of any such claim or demand, Developer, upon notice from the City, covenants to resist and defend such action or proceeding on demand of the City or its Governing Body members, directors, officers, employees or agents. Notwithstanding the foregoing, no party benefited by this indemnity shall be indemnified against liability for damage arising out of bodily injury to persons or damage to property caused by such party's own respective willful and malicious acts or omissions or gross negligence. The foregoing covenants contained in this Section 6.12 shall be deemed continuing covenants, representations and warranties for the benefit of the City and any successors and assigns of the City, and shall survive the termination, satisfaction or release of this Agreement.

6.13. Prohibition on Sales, Etc. Except for Permitted Encumbrances and a Permitted Mortgage, which are hereby permitted without any further approval of the City, and except as otherwise provided herein, during the Term, Developer will not, without the prior written consent of the City (which shall not be unreasonably withheld, conditioned, or delayed): (a) assign, sell, lease, mortgage or otherwise transfer the Project Site, the Improvements or equipment that comprise the Project or any part thereof or any interest therein; (b) merge with or into another corporation or sell or transfer to another corporation substantially all of its assets; or (c) assign this Agreement. Any such assignment, sale, lease, mortgage, merger or other transfer which is consented to by the City shall be an "Approved Assignment" and the assignee, purchaser, lessee, mortgagee or transferee shall be an "Assignee". The City shall have the right to grant or withhold its consent to any of the aforesaid in its reasonable discretion after inquiry and delivery of information to the City as to whether the proposed Assignee has sufficient financial wherewithal and experience to successfully complete and operate the Project according to the terms hereof. If there is an Approved Assignment, the Assignee shall assume and agree to pay and perform each and all of the terms and provisions hereof. Notwithstanding the foregoing, the Parties hereby agree as follows:

(a) Developer may, subject always to the terms of this Agreement, in the ordinary course of its business, but without the prior written approval of the City, make leases of the residential units within the Townhome Improvements; and

(b) Without any further approval of the City, Developer may transfer all or a portion of the Project Site, and/or all or any portion of Developer's rights and/or obligations under this Agreement, to a transferee entity provided that the Controlling Person or Entity of such transferee entity is also the Controlling Person or Entity of the Developer, and provided that such transferee entity: (i) assumes or guarantees all of Developer's obligations under this Agreement with respect to all portions of the Project or this Agreement so transferred to such transferee entity, and (ii) remains liable jointly and severally with Developer therefor (an "Affiliate Transfer"). Developer shall deliver to the City notice of any Affiliate Transfer within fifteen (15) days following such transfer. For purposes hereof, the term "Controlling Person or Entity" with respect to any entity means a Person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under this Agreement.

6.14. Utilities. During the Term, all utility and utility services used by Developer in, on or about the Project shall be paid (or caused to be paid) for by Developer, and Developer shall, at no cost to the City, procure any and all permits, licenses or authorizations necessary in connection therewith.

6.15. Access. During the Term, Developer hereby recognizes, acknowledges and agrees that the City, and its duly authorized representatives and agents, shall have the right to enter the Project at reasonable times and upon reasonable notice, to substantiate compliance with this Agreement or, to the extent Developer has failed to cure any breach within applicable notice and cure periods, to cure any defaults under this Agreement. In exercising its rights hereunder, the City shall use reasonable efforts to avoid unreasonable interference with the construction and operation of the Project. Except as otherwise provided in this Agreement, the City shall pay all costs it incurs under this provision. Nothing contained in this Section 6.15 shall restrict or impede the right of the City to enter the Project pursuant to any Applicable Laws and Requirements.

6.16. Environmental Matters. Developer hereby agrees that Developer has sole responsibility for the costs of any remediation of any environmental conditions upon the Project Site. Further, Developer shall not store, locate, generate, produce, process, treat, transport, incorporate, discharge, emit, release, deposit or dispose of any Hazardous Substance in, upon, under, over or from the Project in violation of any Environmental Regulation; shall not permit any Hazardous Substance to be stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, disposed of or to escape therein, thereupon, thereunder, thereover or therefrom in violation of any Environmental Regulations; shall cause all Hazardous Substances to be properly removed therefrom and properly disposed of in accordance with all applicable Environmental Regulations; shall not install or permit to be installed any underground storage tank therein or thereunder in violation of any Environmental Regulation; and shall comply with all other Environmental Regulations which are applicable to the Project. Developer shall indemnify the City against, shall hold the City harmless from, and shall reimburse the City for, any and all claims, demands, judgments, penalties, fines, liabilities, costs, damages and expenses, including court costs and reasonable attorneys' fees incurred by the City (prior to trial, at trial and on appeal) in any action against or involving the City, resulting from any breach of the foregoing covenants or from the discovery of any Hazardous Substance, in, upon, under or over, or emanating from, the Project, whether or not Developer is responsible therefor, it being the intent of Developer and the City that the City shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or otherwise with respect to, Hazardous Substances, which arises subsequent to Closing. The foregoing covenants contained in this Section 6.16 shall be deemed continuing covenants, representations and warranties for the benefit of the City and any successors and assigns of the City, and shall survive the termination, satisfaction or release of this Agreement, or any other instrument. Any

amounts covered by the foregoing indemnification shall bear interest from the date incurred at the Prime Rate plus 2%, or, if less, the maximum rate permitted by law, and shall be payable on demand.

6.17. Power of the City. Notwithstanding anything set forth herein to the contrary, no provision contained herein shall in any manner diminish or usurp the inherent rights and powers of the City, including the Governing Body of the City, to act in its capacity as a public body. Further, nothing herein shall relieve Developer from complying with all Applicable Laws and Requirements.

ARTICLE VII

DEFAULT AND REMEDIES

7.1. Default Provisions. Developer shall be in default under this Agreement if:

(a) Developer fails to make any of the payments of money required by the terms of this Agreement, and Developer fails to cure or remedy the same within twenty (20) days after the City has given Developer written notice specifying such default; or

(b) Developer fails to keep or perform any covenant or obligation herein contained on Developer's part to be kept or performed, and Developer fails to remedy the same within sixty (60) days after the City has given Developer written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by Developer within such period and diligently pursued until the default is corrected; or

(c) Developer or any Affiliate shall file a voluntary petition under any bankruptcy law or an involuntary petition under any bankruptcy law is filed against any such party in a court having jurisdiction and said petition is not dismissed within sixty (60) days; or Developer or any Affiliate generally is not paying its debts as such debts become due; or Developer or any Affiliate makes an assignment for the benefit of its creditors; or a custodian, trustee or receiver is appointed or retained to take charge of and manage any substantial part of the assets of Developer or any Affiliate and such appointment is not dismissed within sixty (60) days; or any execution or attachment shall issue against Developer whereupon the Project, or any part thereof, or any interest therein of Developer under this Agreement shall be taken and the same is not released prior to judicial sale thereunder (each of the events described in this subparagraph being deemed a default under the provisions of this Agreement); or

(d) Developer breaches the representations and warranties set forth in this Agreement and fails to cure or correct same within fifteen (15) days following Developer's receipt of written notice from the City specifying such breach.

In the event of such default, the City may take such actions, or pursue such remedies, as exist hereunder, or at law or in equity, and Developer covenants to pay and to indemnify the City against all reasonable costs and charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of the City in connection with the enforcement of such actions or remedies, provided that the City is the prevailing party in such actions.

7.2. Rights and Remedies. Upon the occurrence and continuance of a Developer default, subject to any applicable notice and cure periods as described in Section 7.1 above, the City shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) Whenever any default by Developer shall have occurred and be continuing, subject to applicable cure periods as set forth above, the City may: (i) refuse to approve any further Certificate of Expenditures or make any further reimbursements of RHID Eligible Expenses unless and until such default is cured by Developer; (ii) terminate Developer's access to the Pay-Go RHID Financing; and/or (iii) terminate this Agreement. The rights and remedies reserved by the City hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions.

(b) The City may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce and compel the specific performance of the duties and obligations of the Developer as set forth in this Agreement, to enforce or preserve any other rights or interests of the City under this Agreement or otherwise existing at law or in equity and to recover any damages incurred by the City resulting from such Developer default.

(c) In the event of such default by Developer, the City may take such actions, or pursue such remedies, as exist hereunder or at law or in equity and Developer covenants to pay and to indemnify the City against all reasonable costs and charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of the City in connection with the enforcement of such actions or remedies.

(d) The rights and remedies reserved by the City hereunder and those provided by law shall be construed as cumulative and continuing rights, no one of which shall be exhausted by the exercise of any one or more of such rights or remedies on any one or more occasions. If a default by Developer occurs under this Agreement and is continuing, the City may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance by Developer of any provision of this Agreement. The City shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity. Failure by the City to enforce any such rights shall not be deemed a waiver thereof.

(e) Notwithstanding the foregoing or anything in this Agreement to the contrary, the Parties hereby expressly acknowledge and agree that, under no circumstances, will Developer ever be liable for any remote or consequential damages including without limitation lost tax revenues, arising out of or in any way related to this Agreement.

7.3. Default by the City. The City shall be in default under this Agreement if the City fails to keep or perform any covenant or obligation herein contained on the City's part to be kept or performed, and the City fails to remedy the same within thirty (30) days after Developer has given the City written notice specifying such failure and requesting that it be remedied; provided, however, that if any event of default shall be such that it cannot be corrected within such period, it shall not constitute an event of default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected. If a default by the City occurs under this Agreement and is continuing, Developer may take whatever action at law or in equity as may appear necessary or desirable, in Developer's discretion, to enforce performance and observance by the City of any provision of this Agreement; provided, however, that the City's liability for monetary amounts shall be limited to the actual amount, if any, in question, and under no circumstances shall the City be liable for any remote or consequential damages. Developer shall be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Agreement, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceedings in equity.

In the event of such default, Developer may take such actions, or pursue such remedies, as exist hereunder or at law or in equity; and if Developer is the prevailing party in an action to enforce its remedies hereunder, Developer shall be entitled, subject to Applicable Laws and Requirements, to reasonable costs and charges, including reasonable attorneys' fees, lawfully and reasonably incurred by or on behalf of Developer in connection with the enforcement of such actions or remedies.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

8.2. Force Majeure. In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, unavailability of sufficient trade laborers or materials due to global pandemic such as COVID-19, failure of power or other insufficient utility service, riots, insurrection, environmental remediation required by the appropriate Government Authorities, discovery of cultural, archeological or paleontological resources or endangered species, any lawsuit seeking to restrain, enjoin, challenge or delay construction, war, terrorism or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure"), then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 8.2 shall not be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

8.3. Covenants of Parties.

(a) Representations and Warranties of Developer. Developer represents and warrants to the City as follows:

(i) Organization. Developer is a Kansas limited liability company duly formed and validly existing under the laws of the State. Developer is duly authorized to conduct business in this State and each other jurisdiction in which the nature of its properties or its activities requires such authorization. Developer shall: (1) preserve and keep in full force and effect its corporate or other separate legal existence and (2) remain qualified to do business and conduct its affairs in the State and each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification.

(ii) Authority. The execution, delivery and performance by Developer of this Agreement are within Developer's powers and have been duly authorized by all necessary action of Developer.

(iii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor

compliance with the terms and provisions hereof or thereof, will contravene the organizational documents of Developer or any provision of law, statute, rule or regulation to which Developer is subject, or to any judgment, decree, license, order or permit applicable to Developer, or will conflict or be inconsistent with, or will result in any breach of any of the terms of the covenants, conditions or provisions of any indenture, mortgage, deed of trust, agreement or other instrument to which Developer is a party, by which Developer is bound, or to which Developer is subject.

(iv) No Consents. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by Developer of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by Developer of this Agreement or the consummation of the transactions contemplated hereby except for zoning, building and other customary permits to be obtained from the City or other Government Authorities.

(v) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of Developer, enforceable against Developer in accordance with the terms hereof.

(b) Representations and Warranties of the City. The City represents and warrants to Developer as follows:

(i) Authority. The execution, delivery and performance by the City of this Agreement are within its powers and have been duly authorized by all necessary action.

(ii) No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of any of the transactions herein or therein contemplated, nor compliance with the terms and provisions hereof or thereof, will contravene the ordinances, rules, regulations of the City or the laws of the State nor result in a breach, conflict with or be inconsistent with any terms, covenants, conditions or provisions of any indenture, agreement or other instrument by which the City is bound or to which the City is subject.

(iii) No Consents. Except as set forth in Section 3.1(b)-(c), no consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the due execution and delivery by the City of this Agreement. No consent, authorization, approval, order or other action by, and no notice to or filing with, any court or Government Authority or regulatory body or third party is required for the performance by the City of this Agreement or the consummation of the transactions contemplated hereby.

(iv) Valid and Binding Obligation. This Agreement is the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

8.4. Amendments. This Agreement may be amended, changed or modified only by a written agreement duly executed by the City and Developer.

8.5. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the laws of the State.

8.6. Invalidity of Any Provisions. If for any reason any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

8.7. Headings. The Article and Section headings shall not be treated as a part of this Agreement or as affecting the true meaning of the provisions hereof.

8.8. Execution of Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Hand signatures transmitted by electronic mail in portable document format (PDF) or similar format shall also be permitted as binding signatures to this Agreement.

8.9. Time. Time is of the essence in this Agreement.

8.10. Consents and Approvals. Wherever in this Agreement it is provided that the City or Developer shall, may or must give its approval or consent, the City or Developer shall not, unless specifically herein provided otherwise, unreasonably withhold, condition, delay or refuse to give such approvals or consents. It is agreed, however, that the sole right and remedy for Developer or the City in any action concerning the other's reasonableness will be action for declaratory judgment and/or specific performance, and in no event shall either such party be entitled to claim damages of any type or nature in any such action.

8.11. Notices. All notices required or desired to be given hereunder shall be in writing and all such notices and other written documents required or desired to be given hereunder shall be deemed duly served and delivered for all purposes if (i) delivered by nationally recognized overnight delivery service; (ii) delivered by electronic mail (with follow up within two (2) business days by United States Mail or by nationally recognized overnight delivery service); or (iii) delivered in person, in each case if addressed to the Parties set forth below:

City of Bonner Springs, Kansas
Attn: City Clerk
200 E. 3rd Street
Bonner Springs, Kansas 66012
Telephone: (913) 667-1716
Email: cityclerk@bonnersprings.org

with a copy to:

City of Bonner Springs, Kansas
Attn: City Manager
200 E. 3rd Street
Bonner Springs, Kansas 66012
Telephone: (913) 422-1020
Email: citymanager@bonnersprings.org

And a copy to:

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

Telephone: (816) 502-4607
Email: tyler.ellsworth@kutakrock.com

and to Developer at:

Alex Howe
5601 Norwood
Fairway, KS 66205
Telephone: (785) 410-3159
Email: alex@riverbendland.co

All notices given by: (i) nationally recognized overnight delivery service, or (ii) electronic mail, and followed up by regular United States mail or nationally recognized overnight delivery service in accordance with the above procedures, shall be deemed duly given one (1) business day after they are so delivered. All notices given in person shall be deemed duly given when delivered.

8.12. Real Estate Commissions. Each party hereby agrees to indemnify and hold harmless the other from and against: (i) any and all losses, liens, claims, judgments, liabilities, reasonable costs, expenses or damages (including reasonable attorneys' fees and court costs) of any kind or character arising out of or resulting from any duty or responsibility to pay any commission or make any other payment by either Developer or the City; or (ii) arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by Developer or on its behalf, or by the City or on its behalf, with any other broker, agent or finder in connection with this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained herein, this Section 8.12 shall survive the Closing or any termination of this Agreement.

8.13. Entire Agreement. Together with the Exhibits hereto, this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes and replaces all prior oral or written agreements concerning the subject matter hereof.

8.14. Run with the Land. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, successors and assigns and shall run with the land. However, Developer shall remain liable in the event of a violation of any of the terms or restrictions set forth in Sections 6.8 and 6.13 hereof. The Parties shall record a memorandum describing this Agreement in the land records of Wyandotte County, Kansas.

8.15. Electronic Storage. The Parties agree that the transactions described herein may be conducted and related documents may be received, sent or stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have executed these presents as of the day and year first above written.

DEVELOPER:

River Bend Land Co – PV LLC, a Kansas limited company

By: _____
Alex Howe, Member

STATE OF _____)
) SS.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2020 by Alex Howe, as Partner of River Bend Land Co – PV LLC, a Kansas limited liability company.

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

My commission expires

ANNEX 1

DEFINITIONS

"Administrative Fee" means the annual administrative fee for the Sandstone Townhomes RHID Fund, as described in Section 4.2(d).

"Affiliate" means any person, entity or group of persons or entities which controls Developer, which Developer controls or which is under common control with Developer. As used herein, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies, whether through the ownership of voting securities, by contract or otherwise. However, the Parties understand and agree that the term "Affiliate" shall not include passive investors or capital partners without day to day operational control of the Project.

"Affiliate Transfer" means a transfer by Developer of all or a portion of the Project Site, and/or all or any portion of Developer's rights and/or obligations under this Agreement, to a transferee entity whose Controlling Person or Entity is also the Controlling Person or Entity of the Developer, as described in Section 6.13(b).

"Agreement" means this Sandstone Townhomes Development Agreement by and between the City and Developer.

"Applicable Laws and Requirements" shall mean any applicable constitution, treaty, statute, rule, regulation, ordinance, order, directive, code, interpretation, judgment, decree, injunction, writ, determination, award, permit, license, authorization, directive, requirement or decision of or agreement with or by Government Authorities, and all requirements of any insurers. Applicable Laws and Requirements shall include, without limitation, the Development Plan, the Project Plan, the Kansas Cash Basis Law (K.S.A. § 10-1100 *et seq.*) and Budget Law (K.S.A. § 75-2935 *et seq.*).

"Approved Assignment" means any assignment, sale, lease, mortgage, merger or other transfer which is consented to by the City pursuant to Section 6.13.

"Assignee" means the assignee, purchaser, lessee, mortgagee, or transferee of an Approved Assignment pursuant to Section 6.13.

"Base Year Assessed Valuation" means the assessed valuation of all real properties within the boundaries of the Sandstone Townhomes RHID on the Effective Date, as described in Section 4.2(a)(i).

"Casualty" means any fire, storm, earthquake, tornado, flood or natural disaster or other sudden, unexpected or unusual cause of damage or destruction.

"Casualty Escrow" means the net proceeds of any insurance relating to damage or destruction of any portion of the Improvements, the net proceeds of condemnation or taking of any portion of the Improvements, or the net proceeds of any realization on title insurance paid into, and used in accordance with, a construction escrow agreement satisfactory to the City and Developer, as further described in Section 6.11(a).

"Certificate of Expenditures" means those certain certificates submitted by Developer in accordance with Section 4.4 and on the form set forth in **Exhibit G**.

"City" means the City of Bonner Springs, Kansas.

"Closing" means the date by which Developer closes on its acquisition of the Project Site.

"Completion Date" means the date identified for Substantial Completion of construction of the Project, as described in Section 5.10.

"Construction Documents" means the Developer's construction documents relative to the Improvements, as described in Section 5.3.

"Controlling Person or Entity" means a person or entity who, under Applicable Laws and Requirements, possesses all authority and power necessary to lawfully act on behalf of and bind such entity, over the objection of all other holders of any other interest in such entity, to fulfill the obligations of Developer under the Agreement, as described in Section 6.13(b).

"County" means Wyandotte County, Kansas.

"Damaged Facilities" means any part or the whole of the Project to the extent that the same is damaged or destroyed by a Casualty, as described in Section 6.11(b).

"Developer" means River Bend Land Co – PV LLC, a Kansas limited liability company.

"Development Plan" means the Development Plan for the Sandstone Townhomes RHID, as described in Recital F.

"Drop Dead Date" means the date certain by which all Public Financing Conditions must be met, as set forth in Section 3.2.

"Effective Date" means the date of this Agreement first above written.

"Environmental Regulation" means any and all present and future laws, statutes, ordinances, rules, regulations and orders of any Government Authority having jurisdiction over the Parties hereto or any portion of the Project Site and pertaining to the protection of human health, hazardous substances, pollution, or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as the same may be further amended from time to time (collectively, "CERCLA").

"Force Majeure" is defined in Section 8.2.

"GAAP" means generally accepted accounting principles.

"General Contractor" means that general contractor selected by Developer pursuant to Section 5.3.

"Government Authority" or "Government Authorities" shall mean any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, county, district, municipality, city or otherwise), whether now or hereafter in existence, with affirmative jurisdiction over Developer or the Project.

"Hazardous Substance" means any substance that is defined or listed as a hazardous or toxic substance and which is regulated as such or may form the basis of liability under any present or future Environmental Regulation, or that is otherwise prohibited or subject to investigation or remediation under any present or future Environmental Regulation because of its hazardous, toxic, or dangerous properties, including, without limitation, (i) any substance that is a "hazardous substance" under CERCLA, and (ii) petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable for fuel (or

mixtures of natural gas and such synthetic gas), only to the extent that the constituents of such synthetic gas are released or threatened to be released into the environment.

"Improvements" means those certain improvements that are contemplated to be constructed in the Project as more particularly described in Section 2.2 and generally depicted in **Exhibit E**.

"Incremental Real Property Taxes" means that amount of Real Property Taxes collected from the real property within the Sandstone Townhomes RHID that is in excess of the amount of Real Property Taxes collected from the Base Year Assessed Valuation of the real property within the Sandstone Townhomes RHID as determined in accordance with the RHID Act, as described in Section 4.2(a)(i).

"Infrastructure" means all of the infrastructure improvements, including without limitation, site work and the water, sanitary sewer, storm water, drainage, electric improvements, roads, parking improvements containing the number of spaces required by Applicable Laws and Requirements, landscaping, sidewalks, and curb and gutter necessary to support the Improvements in the Project, as described in Section 2.2(b).

"Insurance Specifications" means the insurance requirements on Developer in connection with the Project as generally described in Section 6.10 and more fully set forth in **Exhibit H**.

"Material Changes" means any substantial change to any agreement, plan or other document referred to herein, which change would require changes to Developer's permits or approval of the appropriate Government Authorities or is required by Applicable Laws and Requirements or which deviates from the design, materials, and layout for the Improvements as depicted on **Exhibit E** attached hereto.

"Townhome Improvements" means one hundred forty (140) townhomes, including seventy (70) three (3) bedroom units and seventy (70) two (2) bedroom units.

"Parties" means, collectively, the City and Developer.

"Pay-Go RHID Financing" means a method of financing pursuant to which certain RHID Eligible Expenses are paid and/or reimbursed without notes or bonds, and the costs are reimbursed as RHID Proceeds are deposited in the Sandstone Townhomes RHID Fund, as described in Section 4.2(b).

"Permitted Encumbrances" means any liens, restrictions, claims, easements, rights-of-way, encroachments, reservations, or other matters or encumbrances affecting the Project Site, which are acceptable to Developer in its sole discretion.

"Permitted Mortgage" means any mortgage placed on, or other security interest granted in, the Project Site or any part thereof in connection with any construction or permanent financing of the Project.

"Permitted Mortgagee" means the holder of the Permitted Mortgage.

"Permitted Use" means a first-class Townhome development, as described in Section 6.2(a).

"Person" shall mean any natural person, firm, partnership, association, corporation, limited liability company, trust, entity, public body or government or other entity.

"Planning Commission" means the Planning Commission of the City.

"Plans and Specifications" means those plans and specifications generally described in Section 5.2.

"Prime Rate" means the rate of interest announced from time to time by Security Bank of Kansas City, or any successor to it. If such bank, or any successor to it, ceases to announce a prime rate, the City shall designate a reasonably comparable financial institution for purposes of determining the Prime Rate.

"Private Funds" means the Developer's private equity and debt used to pay the costs for the design, development and construction of the Project, as described in Section 4.1.

"Project" means the design, development, and construction of the Improvements on the Project Site, as described in Recital A and Section 2.2.

"Project Costs" means the costs of acquiring, designing, developing, constructing and completing the Project, as described in Section 4.1 and **Exhibit F**.

"Project Plan" means the final site plan approvals for the Improvements (or portion(s) thereof) as more fully described in Section 2.2.

"Project Site" means approximately 15.493 acres of real property owned by Developer and generally located at 546 N. 130th Street, Bonner Springs, Kansas, as described in Recital B and legally described on **Exhibit A**.

"Public Financing Conditions" means the conditions precedent to the issuance and delivery to Developer of any public financing under the terms of the Agreement, as set forth in Section 3.1.

"Real Property Taxes" means all taxes levied on an ad valorem basis upon land and Improvements within the Sandstone Townhomes RHID.

"RHID" means a rural housing incentive district created pursuant to the RHID Act, as described in Recital C.

"RHID Act" means K.S.A. 12-5241 *et seq.*

"RHID Cap" means the limitation on RHID Proceeds available to Developer for reimbursement of RHID Eligible Expenses through Pay-Go RHID Financing, as described in Section 4.2(b)(ii).

"RHID Eligible Expenses" means those certain costs that are related to hard construction costs for the Infrastructure, located within the RHID, identified on **Exhibit F** attached hereto, and eligible for payment or reimbursement pursuant to the RHID Act, as described in Section 4.2.

"RHID Collection Period" means the period that commences on the Effective Date up to and concluding upon that date which is the earlier of (a) the date that Developer has been reimbursed for all RHID Eligible Expenses by Pay-Go RHID Financing in an amount equal to the RHID Cap, or (b) twenty-five (25) years from the Effective Date, as described in Section 4.2(b)(i).

"RHID Proceeds" means the Incremental Real Property Taxes, less the Administrative Fee, as described in Section 4.2(a)(iii).

"RHID Resolution" means Resolution No. 2022-09 adopted by the Governing Body of the City pursuant to the RHID Act on June 13, 2022 to create an RHID, as described in Recital C and a copy of which is attached hereto as **Exhibit B**.

"Sandstone Townhomes RHID" means the portion of the RHID that comprises the Project Site, as established by the Sandstone Townhomes RHID Ordinance and as described in Recital E.

"Sandstone Townhomes RHID Fund" means the separate fund and account established by the City for collection of the Incremental Real Property Taxes collected within the Sandstone Townhomes RHID, as described in Section 4.2(a)(ii).

"Sandstone Townhomes RHID Ordinance" means the ordinance passed by the City pursuant to the RHID Act on or about September 12, 2022 to approve the Sandstone Townhomes RHID, as described in Recital F and a copy of which is attached hereto as **Exhibit C**.

"Secretary" means the Kansas Secretary of Commerce, as described in Recital D.

"State" means the State of Kansas.

"Substantial Completion" means the stage in the progress of the construction of the Project, or as to any particular portion thereof, when construction is sufficiently complete so that the Project or such particular portion can be occupied or utilized for its intended use (which shall be evidenced by the receipt of a temporary certificate of occupancy for the Improvements).

"Term" means the term of this Agreement as set forth in Section 6.1.

"Total Project Budget" means the budget attached hereto as **Exhibit F**.

"Townhome Improvements" means the Townhome Improvements as described in Recital A.

INDEX OF EXHIBITS TO THE DEVELOPMENT AGREEMENT

Exhibit A	Project Site – Legal Description
Exhibit B	RHID Resolution
Exhibit C	Sandstone Townhomes RHID Ordinance
Exhibit D	Depiction of Improvements
Exhibit E	Total Project Budget
Exhibit F	Form of Certificate of Expenditures
Exhibit G	Insurance Specifications

EXHIBIT A to Development Agreement

Project Site – Legal Description

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.

Also described as:

[metes and bounds legal to be attached]

EXHIBIT B to Development Agreement

RHID Resolution

[To be attached.]

EXHIBIT C to Development Agreement

Sandstone Townhomes RHID Ordinance

[To be attached.]

EXHIBIT E to Development Agreement

Improvements – Depiction

[To be attached.]

EXHIBIT F to Development Agreement

[To be attached.]

EXHIBIT G to Development Agreement

Form of Certificate of Expenditures

CERTIFICATE OF EXPENDITURES

TO: City of Bonner Springs, Kansas

Attention: City Manager

Re: SANDSTONE TOWNHOMES

Terms not otherwise defined herein shall have the meaning ascribed to such terms in the Sandstone Townhomes Development Agreement dated as of September 12, 2022 (the "Agreement") between the City and Developer.

In connection with the Agreement, the undersigned hereby states and certifies that, to the best of its actual knowledge:

1. Each item listed on *Schedule 1* hereto is a cost for Infrastructure and was incurred in connection with the construction of the Project.
2. These Infrastructure costs have been paid by the Developer and are reimbursable under the Agreement.
3. Each item listed on *Schedule 1* has not previously been paid or reimbursed from money derived from the Sandstone Townhomes RHID Fund and no part thereof has been included in any other certificate previously filed with the City.
4. There has not been filed with or served upon the Developer any notice of any lien, right of lien or attachment upon or claim affecting the right of any person, firm or corporation to receive payment of the amounts stated in this request in connection with work performed at the Project.
5. All necessary permits and approvals required for the work for which this certificate relates were issued and were in full force and effect at the time such work was being performed.
6. All work for which payment or reimbursement is requested has been performed in a good and workmanlike manner and in accordance with the Agreement.
7. The Developer is not in default or breach of any term or condition of the Agreement, and no event has occurred and no condition exists which constitutes a default under the Agreement.
8. All of the Developer's representations set forth in the Agreement remain true and correct as of the date hereof.

Dated this ____ day of _____, 20 ____.

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

By: _____

Name: _____

Title: _____

Approved for Payment this ____ day of _____, 20 ____:

CITY OF BONNER SPRINGS, KANSAS

By: _____

Title: _____

Description of Infrastructure Costs

Payee

Total Costs:

EXHIBIT H to Development Agreement

Insurance Specifications

1. Worker's Compensation. Developer may self-insure, to the extent allowed by applicable law. The self-insured retention shall be that which is standard in the industry. Developer will then purchase excess Worker's Compensation Insurance with statutory limits over the self-insured retention. If self-insurance is not available under applicable state law, coverage will be purchased in accordance with the statutory requirements.
2. Comprehensive General Liability. Developer will purchase and maintain with primary limits of \$3,000,000.
3. Automobile Liability. Developer will purchase and maintain with primary limits of \$1,000,000.
4. Excess Liability. Developer will purchase and maintain excess liability insurance in an amount not less than \$5,000,000.
5. Special Perils Form Property Insurance. Developer will purchase on a replacement cost basis. Deductibles and limits will be standard to those in the industry, and the policy shall include an "Agreed Amount" endorsement. Earthquake and flood insurance, as well as fired vessel, boiler and machinery, and underground collapse, may be required by the City as additional perils, but only to the extent required by Developer's lender for the Project.

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 \$5,346,000 (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	\$ 5,029,809.95	\$ 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	\$ 4,713,619.89	\$ 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	\$ 4,397,429.84	\$ 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	\$ 4,081,239.79	\$ 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	\$ 3,765,049.73	\$ 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	\$ 3,448,859.68	\$ 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	\$ 3,132,669.63	\$ 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	\$ 2,816,479.58	\$ 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	\$ 2,500,289.52	\$ 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	\$ 2,184,099.47	\$ 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	\$ 1,867,909.42	\$ 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	\$ 1,551,719.36	\$ 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	\$ 1,235,529.31	\$ 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	\$ 919,339.26	\$ 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	\$ 603,149.20	\$ 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	\$ 308,038.49	\$ 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	\$ 34,007.11	\$ 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	0	\$ 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	0	\$ 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	0	\$ 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	0	\$ 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



Memorandum

Date: September 12, 2022
To: Mayor and City Council
From: Frank Abart

Subject: Kansas Avenue - Engineering/Design Services Agreement

Recommendation: Public Works Director recommends approval.

Action: Make a motion to approve the Agreement with Wilson & Company, Inc. for Engineering Services associated with culvert replacement design at 137th & Kansas Ave. in the amount of \$18,875

Background: Public Works has been monitoring specific stormwater/drainage culvert structures under Kansas Avenue. Two 60" Corrugated Metal Pipes under Kansas Avenue at approximately 137th Street have significant deterioration and are showing signs of settlement and other stages of failure.

Discussion: Public Works Staff have determined that this is a necessary culvert replacement project which will require plans, specifications and a contractor to perform the work. The first step to this type of project is to engage professional engineering services to produce evaluations, cost estimates, and bid ready plans, specifications, and other requirements.

Financial Impact: This request is in the amount of \$18,875 with funding to come from the current Stormwater Budget. The Project is included on the Stormwater Master Plan as updated in December, 2021.

EXHIBIT A
SCOPE OF SERVICES

BONNER SPRINGS CULVERT REPLACEMENT
137th Street and Kansas Ave

Task 1 – Field Survey

1.1 Property Research

Perform a field search to recover existing monumentation (section corners, existing front property corners and right-of-way markers). Review and plot adjacent subdivision plats and field research to develop the existing right-of-way.

1.2 Project Control

Set two (2) horizontal and vertical control points within the project limits. The control will be tied to Kansas State Plane – North Zone (NAD83), vertically tied to NAVD88 datum and suitable for construction layout.

1.3 Utility Survey

Locate marked utilities along the corridor including, but not limited to, water, sewer, gas, power, telephone, cable TV, and fiber optics. Buried utility companies will be contacted through the Kansas One-Call (811) system and as supplemented by the City for those utilities not associated with the One-Call system. Utilities will be horizontally field located according to the field marks made by the utility companies or the One-Call locator. If a utility owner does not respond to the locate requests, the City will be contacted to discuss a plan of action and estimated cost to complete the survey.

1.4 Topographic Field Survey

A site survey will be performed within the project limits. Survey road centerline, gutter, and top of curb elevations every 50 feet 50 feet east and west of culvert alignment. Survey channel 50 feet upstream and 50 feet downstream from headwalls. Spot elevations and existing topographic features such as landscaping, trees, driveways, retaining walls, etc. will be located 25 feet either side of channel and culvert alignment.

1.5 Basemap Compilation

Prepare a CAD drawing of the existing right-of-way, surveyed utilities, existing topographic features, spot elevations, and contours. This drawing will be used as the basemap for the design and plan preparation.

Task 2 – Plan Preparation

2.1 Kick-Off Meeting

A kick-off meeting will be held in the field at the project site with City representatives to discuss/identify the preferred alignment for the culvert along with project specific issues that need to be addressed. Meeting minutes will be prepared and distributed to all parties that attend the meeting for review and comment prior to beginning the Preliminary Plan Preparation work task.

2.2 H&H Analysis

Develop a hydraulic analysis for the existing and proposed structures using HY-8. The hydraulic analysis will be based on the peak flow discharge for the 50 and 100-year flood frequencies to adequately size the culvert. In consideration of adjacent properties, the hydraulic analysis will be

based on no negative hydraulic impacts to adjacent properties during the 1% (100-year) storm event.

2.3 Preliminary Plan Preparation (60% Plans)

Based on the preferred culvert alignment agreed to during the kick-off meeting, plans will be prepared for the culvert replacement along Kansas Avenue. Plans will be 20 scale stacked plan/profile view. The following sheets will be prepared for the Preliminary Plan submittal:

- Title Sheet
- General Layout Sheet
- Typical Sections
- Plan & Profile Sheets
- Erosion Control Sheets
- Traffic Control Sheet
- Drainage Area Maps
- Culvert Detail Sheets
- Misc. Detail Sheets

The Preliminary Plans and Engineer's Opinion of Probable Construction Cost will be submitted to the City for review. Following the City's review, a Preliminary Plan review meeting will be held with City staff.

2.4 Final Plan Preparation (100% Plans)

Based on comments received during the Preliminary Plan review, Final Plans will be revised. A written list of comments from the Preliminary Plan review will be assembled into a single document and responses to each comment will be provided. A Project Manual will be developed using the City's standard front end documents and technical specifications.

The Final Plans, Project Manual, and Engineer's Opinion of Probable Construction Cost will be submitted to the City for review. City comments will be addressed and written responses will be prepared prior to advertising the project for Bid.

2.5 Permitting

It is anticipated the project will be covered under a USACE Nationwide Permit 14 for Linear Transportation projects. No other permits are anticipated. A memo will be prepared outlining the above.

2.6 Utility Coordination

Issue information and design plans to utility companies after preliminary plan preparation. Keep a tabulated record of utilities contacted and identified clearances or conflicts. Prepare notices limited to utility companies on site.

2.7 Post Design Services

The following post design services will be provided:

- Submit Final Plans and Project Manual documents in PDF format to Drexel Technologies for bidding the project to the City.
- Answer questions and issue addendums, if required, during the project advertisement period.
- Attend the bid opening and prepare an Engineer's Estimate.
- Prepare project bid tabs.

Items NOT Included in the Scope of Services

1. Any work requested by the City that is not included in the basic services will be classified as supplemental services. Supplementary services shall include, but are not limited to the following:
 - a. Changes in scope, extent, or character of the project.
 - b. Revisions to the plans when inconsistent with previous approvals or instructions by the City.
 - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
2. Utility coordination except as specifically stated in Task 1.3.
3. Public involvement or meetings with the adjacent property owners.
4. Design of sidewalks or handicap ramps.
5. Pothole existing utilities.
6. Ownership & Encumbrance (O&E) reports.
7. Full property boundary survey or setting of new property corners.
8. No easements are anticipated but can be added via change order if necessary.
9. Construction Phase Services:
 - a. Review of shop drawings.
 - b. Construction inspection or testing.
 - c. Review of RFI's, pay applications, change orders, etc.
 - d. Substantial and Final completion inspections.
 - e. Preparation of record drawings.
 - f. Field staking of new parcel takings.

COMPENSATION
KANSAS AVENUE CULVERT REPLACEMENT
137TH STREET, KANSAS AVENUE
August 31, 2022

Task No.	Task Item	P5	P4	P2	PD3	FS5	FS4
Kansas Avenue Culvert Replacement							
1.1	Property Search					2	2
1.2	Project Control					2	2
1.3	Utility Survey					4	4
1.4	Field Survey					8	8
1.5	Basemap Compilation				12		
2.1	Kick-Off Meeting	1	1				
2.2	H&H Analysis			16			
2.3	Preliminary Plan Preparation (60%)	1	16	24	8		
2.4	Final Plan Preparation (100%)	1	12	16	8		
2.5	Permitting		2				
2.6	Utility Coordination			2			
2.7	Post Design Services	1	4				
	Total Hours	4	35	58	28	16	16
		Rate	Hours				Cost
	QC Manager (P5)	\$ 184.00	4				\$ 736
	Project Manager (P4)	\$ 144.00	35				\$ 5,040
	Design Engineer (P2)	\$ 99.00	58				\$ 5,742
	CADD Tech (PD3)	\$ 104.00	28				\$ 2,912
	Surveyor (FS5)	\$ 122.00	16				\$ 1,952
	Surveyor (FS4)	\$ 122.00	16				\$ 1,952
							\$ -
Direct Labor Subtotal							\$ 18,334
	Reimbursable Expenses						
	Reproduction & Plotting	\$ -					
	MISC.	\$ -					
	Vehicle Miles (\$0.80/miles)	\$ 166.00					
	Survey Equipment (\$125 daily rate per field surveyor)	\$ 375.00					
	Reimbursable Expenses Total	\$ 541					\$ 541.00

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From: Christina Brake

Subject: Ordinance to Adopt the Standard Traffic Ordinance 49th Edition

Recommendation: The City Attorney and City Clerk recommend approval.

Action: Make a motion to approve an ordinance to adopt the Standard Traffic Ordinance 49th Edition

Background: The League of Kansas Municipalities annually prepares the Standard Traffic Ordinance (STO). The City Attorney's office reviewed the 2022 edition and recommends approval. If approved, the STO will be codified into our City Code and published on the website.

Discussion:

Financial Impact:

ORDINANCE NO. 2533

An Ordinance to Adopt the Standard Traffic Ordinance, 2022 Edition, Prepared and Published by the League of Kansas Municipalities with Amendments that Prescribe Additional Regulations, Establish Maximum Speed Limits, and Repeal Ordinance No. 2515.

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

Section 1. Standard Traffic Ordinance Adopted and Amended.

There is hereby incorporated by reference for the purpose of regulating traffic within the corporate limits of the City, that certain standard traffic ordinance known as the “Standard Traffic Ordinance For Kansas Cities,” 2022 Edition prepared and published in book form by the League of Kansas Municipalities, 300 S. W. 8th Street, Topeka, Kansas, 66603-3912, save and except sections, parts or portions as are hereafter omitted, deleted, modified or changed by this Ordinance, such incorporation being authorized by K.S.A. 12-3009 through 12-3012, inclusive, as amended. Not less than one (1) copy of said Standard Traffic Ordinance shall be marked or stamped “Official Copy as Incorporated by Ordinance No. 2533 of the City of Bonner Springs, Kansas,” with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or changes and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. All persons duly charged with enforcing and administering said Standard Traffic Ordinance shall be provided copies thereof.

Section 2. Traffic Infractions and Traffic Offenses.

(a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118;

(b) All traffic violations which are included within this article, and which are not ordinance traffic infractions as defined in subsection (a) of this section, shall be considered traffic offenses.

Section 3. Amendments to Standard Traffic Ordinance.

The Standard Traffic Ordinance incorporated by Section 1 is hereby amended as provided in the following sections.

Section 4. Definitions.

In addition to the definitions set forth in Article 1, Section 1 of the Standard Traffic Ordinance, 2022 Edition, the following definition is added:

Center Lines. A continuous or broken line marked upon the surface of a roadway by paint or otherwise to indicate each portion of the roadway allocated to traffic proceeding in opposite directions, and if the line is not so painted or otherwise marked, it is an imaginary line in the roadway equally distant from the edges of the roadway.

Section 5. Authority to Make Emergency, Temporary, and Experimental Regulations.

Article 2, Section 3 of the Standard Traffic Ordinance is hereby amended to read as follows:

The Chief of Police, City Manager, or City Engineer are each hereby empowered to make regulations necessary to make effective the provisions of this and other traffic ordinances of the city, to establish no parking zones on special occasions to expedite traffic or for safety purposes, signs being properly posted, to make and enforce temporary or experimental regulations to cover emergencies or special conditions or to determine the advisability of permanent regulations for recommendation to the governing body, and test traffic-control devices under actual conditions of traffic. No temporary or experimental regulation shall remain in force for more than one (1) year.

The City Clerk shall keep a record of all regulations adopted under the power and authority herein granted. A copy of this record shall be kept in the City offices and be subject to public inspection.

Section 6. Careless Driving.

Article 6 of the Standard Traffic Ordinance is hereby amended by adding a new Section 29.1 as follows:

No person shall operate any vehicle in such a manner as to indicate a careless or heedless disregard for the rights or the safety of others, or in such a manner as to endanger, or be likely to endanger, any person or property. A violation of this Section is a standard traffic infraction.

Section 7. Maximum Speed Limits.

Article 7, Section 33(a) of the Standard Traffic Ordinance is amended as follows:

(a) Except when a special hazard exists or except as provided by subsection b of this section that requires lower speed for compliance with Section 32, the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds and no person shall drive a vehicle at a speed in excess of such maximum speed limits:

1. In any business or urban district, 20 miles per hour;
2. In any park, 10 miles per hour;
3. On any separated multilane highway, as designated and posted by the Kansas Secretary of Transportation, 75 miles per hour or such lower speed as posted;
4. In all other districts of the City not specifically designated, 30 miles per hour;
5. Notwithstanding any other ordinance to the contrary, the governing body of the City by separate ordinance may specify and establish other speed limits for specific streets or portions of streets.

Section 8. Officers Authorized to Remove Vehicles.

Article 13, Section 84 of the Standard Traffic Ordinance is hereby amended by adding the following as subsection (c)(4).

- (4) Said motor vehicle does not display license plates or displays license plates reported stolen.

Section 9. Stopping, Standing or Parking Prohibited in Specified Places.

Article 13, Section 85 of the Standard Traffic Ordinance is hereby amended by adding the following as subsection (a)(12):

At any location where the curb has been painted yellow which is the official curb paint color of the City indicating “no parking.”

Section 10. Parking Prohibited at All Times in Designated Places of Certain Vehicles.

Article 13, Section 96 of the Standard Traffic Ordinance is hereby amended to read as follows:

(a) When authorized signs are erected giving notice thereof, no person shall park a vehicle at any time upon that portion of any of the streets so posted or signed for “No Parking.”

(b) It shall be unlawful for the driver, owner, or operator of any trailer, truck-trailer, tractor-trailer, semi-trailer, farm or road tractor or any other similar vehicle or vehicles with license capacity of more than 16,000 pounds (8 tons) to park or be left unattended at any time on any street, avenue, public roadway or City-owned parking lot within the City of Bonner Springs, except those streets constructed of concrete or untreated gravel; it being specifically intended that no vehicle of more than 16,000 pounds (8 tons) capacity shall park on any street paved with bituminous concrete mat, asphalt or sealed with bituminous oil sealant.

(c) This section shall not apply to those vehicles parked or left unattended for the purposes of emergency refueling and emergency repairs or for loading or unloading.

Section 11. Spilling Loads on Highways Prohibited.

Article 17, Section 179(a) is hereby amended to read as follows:

(a) No vehicle shall be driven or moved upon any street, highway, road or alley in the City of Bonner Springs, Kansas, unless such vehicle is so constructed, loaded and securely covered as to prevent any of its load from spilling, dropping, sifting, leaking or otherwise escaping therefrom, and no vehicle shall be driven or moved upon any street, highway, road or alley creating a hazard by reason of mud, debris, or dirt dropping from the tires of said vehicle. The dropping of sand for the purpose of securing traction, or water, or other substances being sprinkled upon any street, highway, road or alley in the cleaning or maintaining of such street, highway, road or alley is hereby excepted from the provisions of this section.

Section 12. The fine for a violation of an ordinance traffic infraction, or any other traffic offense for which the Municipal Judge has established a fine in a fine schedule, shall not be less than \$20 nor more than \$500. A person convicted for violation of an ordinance traffic infraction, or other traffic offense for which a fine has been established in a schedule of fines, shall pay a fine fixed by the court not to exceed \$500.

Section 13. Ordinance No. 2515 of the City of Bonner Springs shall be and is hereby repealed.

Section 14. This Ordinance shall be in full force and effect from and after its passage and publication in the official city newspaper.

Adopted by the Bonner Springs City Council and signed by the Mayor on September 12, 2022.

Jeff Harrington, Mayor

Attest:

Christina Brake, City Clerk

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From: Christina Brake

Subject: Ordinance to Adopt the Uniform Public Offense Code 38th Edition

Recommendation: The City Attorney and City Clerk recommend approval.

Action: Make a motion to approve an ordinance to adopt the Uniform Public Offense Code 38th edition

Background: The City annually adopts the Uniform Public Offense Code prepared by the League of Kansas Municipalities. The City Attorney's office reviewed the 2022 edition and recommends approval

Discussion:

Financial Impact:

ORDINANCE NO. 2534

An Ordinance to Adopt the Uniform Public Offense Code for Kansas Cities, 2022 Edition, Prepared and Published by the League of Kansas Municipalities with Deletion of Article 10 Sections 10.4, 10.6, 10.7, 10.8, and 10.13, and to Repeal Ordinance No. 2514 of the City of Bonner Springs, Kansas.

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

Section 1. Uniform Public Offense Code Adopted and Amended.

12-101. There is hereby incorporated by reference for the purpose of regulating certain public offenses within the corporate limits of the City, that certain Uniform Public Offense Code for Kansas Cities, 2022 Edition, prepared and published in pamphlet form by the League of Kansas Municipalities, 300 S. W. 8th Street, Topeka, Kansas, 66603-3912, save and except those sections as are deleted, modified, or amended by this Ordinance. Not less than one (1) copy of said Uniform Public Offense Code for Kansas Cities shall be marked or stamped "Official Copy as Incorporated by Ordinance No.2534 with all sections or portions thereof intended to be deleted or amended clearly marked to show any such deletion or amendment and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. All persons duly charged to enforce and administer said Uniform Public Code for Kansas Cities shall be provided copies thereof.

Section 2. 12-102. The following sections of the Uniform Public Offense Code for Kansas Cities, 2020 Edition, are hereby deleted and omitted:

Article 10, Section 10.5	Unlawful Discharge of Firearms.
Article 10, Section 10.6	Air gun, air rifle, bow and arrow, slingshot, BB gun, or paintball gun.
Article 10, Section 10.7	Seizure of weapon.
Article 10, Section 10.8	Unlawful aiding and abetting.
Article 10, Section 10.13	Barbed wire.

Section 3. Ordinance No. 2514 of the City of Bonner Springs, Kansas shall be and is hereby repealed.

Section 4. This ordinance shall be in full force and effect from and after its passage and publication in the official city newspaper.

Adopted by the Bonner Springs City Council and signed by the Mayor on September 12, 2022.

Jeff Harrington, Mayor

Attest:

Christina Brake, City Clerk

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From: Billy Naff

Subject: CALEA Agency Support Program (CASP) Grant Application

Recommendation: The City Manager and Chief of Police recommend approval

Action: Make a motion authorizing the Chief of Police to submit a CALEA Agency Support Program (CASP) Grant Application

Background: The Commission on Accreditation for Law Enforcement Agencies (CALEA) was created in 1979 as a credentialing authority through the joint efforts of law enforcement's major executive associations. The purpose of CALEA's Accreditation Programs is to improve the delivery of public safety services, primarily by: maintaining a body of standards, developed by public safety practitioners, covering a wide range of up-to-date public safety initiatives; establishing and administering an accreditation process; and recognizing professional excellence. In essence, CALEA is the "Gold Standard" for establishing, advancing, and illustrating professional police operations. If the City of Bonner Springs Police department is able to obtain accreditation, it would join only 15 other Kansas law enforcement agencies that have committed to excelling in obtaining this achievement.

Discussion: The purpose of CALEA's Accreditation Programs is to improve the delivery of public safety services, primarily by: maintaining a body of standards, developed by public safety practitioners, covering a wide range of up-to-date public safety initiatives; establishing and administering an accreditation process; and recognizing professional excellence. Specifically, CALEA's goals are to:

- Strengthen crime prevention and control capabilities;
- Formalize essential management procedures;
- Establish fair and nondiscriminatory personnel practices;
- Improve service delivery;
- Solidify inter-agency cooperation and coordination; and
- Increase community and staff confidence in the agency.

Benefits of CALEA® Public Safety Accreditation Programs

- • **Greater Accountability within the Agency** CALEA standards gives the CEO a proven management system of written directives, sound training, clearly defined lines of authority, and routine reports that support decision-making and resource allocation.
- • **Reduced Risk and Liability Exposure** Many agencies report a reduction in its liability insurance costs and/or reimbursement of accreditation fees.
- • **Stronger Defense against Civil Lawsuits** Accredited agencies are better able to defend themselves against civil lawsuits. Agencies have also reported a decline in legal actions against them after earning accreditation.
- • **Staunch Support from Government Officials** Accreditation provides objective evidence of an agency's commitment to excellence in leadership, resource management, and service-delivery. Thus, government officials are more confident in the

agency's ability to operate efficiently and meet community needs.

- **Increased Community Advocacy** Accreditation embodies the precepts of community-oriented policing. It creates a forum in which law enforcement agencies and citizens work together to prevent and control challenges confronting law enforcement and provides clear direction about community expectations.

Aside from all the goals, efforts, and initiatives a Police Department undergoes, seeking continuous improvement is key. If selected for a CASP award, the financial burden of pursuing CALEA accreditation is lessened. However, the entire process is a long-term commitment and is estimated to take 2-3 years for full completion. If the Police Department is not selected for a CASP award, we would not pursue accreditation at this time.

Financial Impact: The CASP award is approximately \$11,450.00, and an additional \$5,500 would still need to be paid by the City to cover CALEA costs. This fee covers associated costs for conducting assessments both remotely and on site. If awarded the CASP, the department would have 60 days after the CALEA conference to make the initial payment of \$2,750. The Police Department is able to and would use funds available within its asset forfeiture funds to cover this initial expense. The remaining \$2,750 is due near the end of the self-assessment, when the on-site assessment is scheduled (approximately 2-3 years). T

Beyond the initial accreditation, a continuation fee of \$4,065 will be billed annually by the CALEA accreditation to continue to mentor, guide, and develop methodologies so the agency can maintain the accreditation and pursuit of law enforcement excellence into the future.



CALEA Agency Support Program

Application

Instructions: Please complete this form in its entirety. Incomplete applications may be rejected. Use additional pages if necessary.

GENERAL INFORMATION			
Agency Name (in full): Bonner Springs Police Department			
Street Address: 215 E Cedar Street			P.O. Box:
City: Bonner Springs		County: Wyandotte, Leavenworth, Johnson	
State/Province: Kansas	ZIP/Postal Code: 66012	Country: United States of America	
If a P.O. Box is preferred, check here: ☐ (Please include street address for UPS deliveries.)			
Telephone: 913-422-7800		Fax: 913-422-1395	
AGENCY CEO			
Name: William "Billy" Naff		Title: Chief of Police	
Telephone: 913-422-7800	Extension: 1540	Email: bnaff@bonnerpd.org	
AGENCY ACCREDITATION MANAGER (if any)			
Name: William "Billy" Naff		Title: Chief of Police	
Telephone: 913-422-7800	Extension: 1540	Email: bnaff@bonnerpd.org	
FINANCIAL OFFICER:			
Name: Tillie LaPlante		Title: Finance Director	
Telephone: 913-667-1709	Extension:	Email: tillie@bonnersprings.org	
GOVERNMENTAL CEO			
Name: Sean Pederson		Title: City Manager	
Telephone: 913-422-7028	Extension:	Email: spederson@bonnersprings.org	

STATEMENT OF INTEREST

Explain the reason(s) the agency seeks to become accredited by CALEA. Explain the agency's and governing board's commitment to working with the Commission toward accreditation.

The Bonner Springs Police Department desires to become recognized as a CALEA accredited organization. In doing so the Bonner Springs Police Department would join the ranks of the 15 other Kansas Law Enforcement agencies that have committed to excellence in obtaining this achievement. Three of which (Kansas City, Kansas Police, Shawnee Police, and Kansas Highway Patrol) whom are directly adjacent to and or operating within our community allowing for consistent and professional service.

It is the intention of the Bonner Springs Police Department to fully immerse and invest in the CALEA program by way of following the outlined national policing standards and implementing best practices. The Bonner Springs Police Department would follow the expert guidance to meet these standards/practices, while also improving our service delivery, identifying training needs, and revising current policies and practices.

Our goal at the Bonner Springs Police Department goes beyond our mission of "policing the community we serve with integrity, respect and professionalism". Simply stated it is our organization's expectation from the Chief to the newest officer to "be the best" and "be the example for other agencies to follow". The CALEA accreditation process will assist us in our efforts to drive our agency towards that success based upon solid foundational principles.

CALEA has partnered with service providers such as PowerDMS, which provides law enforcement agencies, especially ones small like ours, a technological advantage through the use of their learning management platform. In turn, that provides us the ability to continually enhance our training and policy management for decades to come post accreditation.

In addition to the internal organizational benefits, CALEA accreditation provides an opportunity for an agency like ours to exemplify professional law enforcement service. This opportunity is embedded in the opportunity for community engagement, receipt of community input and feedback from our stakeholders during the entire accreditation process. The Bonner Springs Police Department's recent successes have not been the result of Community Policing philosophies, but through the organizational expectation and immersion into "Policing with the Community".

While there are many reasons we are pursuing CALEA, the ability to learn and implement national standards of best law enforcement practices remains the top priority in our pursuit of excellence and procedural justice.

AGENCY INFORMATION

Service Population: Please provide a description of the agency's jurisdiction, including the size of the service population, if applicable. Describe any temporal or seasonal fluctuations in service population.

The City of Bonner Springs population is established at 7,846 according to 2020 Census data. The City of Bonner Springs is an eighteen square mile city located in three counties: Wyandotte County, Leavenworth County, and Johnson County. Bonner Springs has adjacent highway access to Kansas 32 and Kansas 7 Highways, access to US Highway 24/40, as well as Interstate 70, one of the most traveled highways in the state of Kansas (traffic data estimates approximately 35,922 vehicles per day travel on I-70 at Kansas 7 alone). Bonner Springs is home to both the Union Pacific and Burlington Northern Santa Fe rail lines.

Bonner Springs offers world-class entertainment and attractions that bring in an estimated 400,000+ visitors annually to the community. The city hosts Adventure Zip KC, Exiled Haunted Forest, Camp Naish Boy Scout Camp, Cub World Camp, Azura Amphitheater, the Kansas City Renaissance Festival, the Moon Marble Company, Sunflower Hills Golf Course, the National Agricultural Center and Hall of Fame, and the Wyandotte County Historical Museum; all of which draw significant crowds consistently throughout the year.

The City of Bonner Springs has recently authorized and construction is ongoing for the Compass 70 Logistics Center (\$100 million development of 157 acres) and Old Dominion Freight Lines National Headquarters (\$54 million development of 81 acres).

Legal Authorization: Please provide a description and/or documentation of the agency's legal authorization to function as a public safety / law enforcement agency and the authority for sworn personnel to effect full custodial arrest. This may include state statute, local ordinance, etc.

The Bonner Springs Police Department is a full-time certified municipal law enforcement agency authorized under Kansas State Statute (ORI: KS1050100) and empowered by Chapter 10 of Bonner Springs Municipal Code. The Bonner Springs Police Department is further recognized as a Municipal Police Department by the Kansas Commission on Peace Officer Standards and Training (KSCPOST).

Agency Personnel: Provide numerical data for categories given. Only include the number of authorized full-time sworn and non-sworn positions (i.e. those included in your agency budget) assigned to the law enforcement function. Exclude part-time positions, volunteers, or employees assigned to corrections, fire services, or other non-law enforcement related functions.

Definitions:

- Supervisory: Direct authority over line or non-supervisory positions
- Command/Managerial: Direct authority over supervisors
- Executive(s): CEO and direct reports, except as noted in Command

Sworn Personnel	Male				Female			
	White non-Hispanic	Black non-Hispanic	Hispanic-Latino any race	Other	White non-Hispanic	Black non-Hispanic	Hispanic-Latino any race	Other
Line Function	8		3		3	1		
Supervisory	3				1			
Command	2							
Executives			1					
Subtotal	13		4		4	1		
Non-sworn Personnel	Male				Female			
	White non-Hispanic	Black non-Hispanic	Hispanic-Latino any race	Other	White non-Hispanic	Black non-Hispanic	Hispanic-Latino any race	Other
Line Function					2			
Supervisory								
Managerial and Professional						1		
Executive								
Subtotal					2	1		
TOTAL	13		4		6	2		

Notes/Explanation:

The department currently has one open position

BUDGET INFORMATION

Agency Expenditures: Please provide budgetary data for the agency, including the following:

- Personnel: Expenditures for all agency personnel, including wages and fringe benefits.
- Operations: Expenditures for vehicle operation/maintenance, facility operation/maintenance, training, etc. (do not include personnel costs).
- Capital: Expenditures for facility construction or the purchase major equipment (computers, vehicles, etc.).

Agency Budget	Budgeted Last Year	Actual Last Year	Budgeted Current Year
Personnel Costs	\$2,646,557	\$2,378,042	\$2,767,785
Operational Costs	\$467,749	\$512,834	\$506,236
Capital	\$126,000	\$158,139	\$67,000
Total	\$3,234,306	\$3,049,015	\$3,341,021

Budget Period: January 01 - December 31

Corporate Expenditures: Please provide budgetary data for the agency's governing body (state/province, county, township, city, etc.), including the following:

- Operations: Expenditures for vehicle operation/maintenance, facility operation/maintenance, training, etc. (minus personnel costs) for all organizational components.
- Capital: Expenditures for building facilities or the purchase major equipment (computers, vehicles, etc.) for all organizational components.

Corporate Budget	Budgeted Last Year	Actual Last Year	Budgeted Current Year
Operations	\$5,685,797	\$5,531,747	\$6,033,948
Capital	\$811,690	\$855,526	\$1,010,500
Total	\$6,497,587	\$6,387,273	\$7,044,448

Budget Period: January 01 - December 31

Federal Grants: Please provide information regarding Federal grants received and the balances of these funds as of the last fiscal year.

In 2019-2020 (Federal Budget Year) the Bonner Springs Police Department submitted and requested approval from its Governing Body to submit for an Office of Community Oriented Policing Services (COPS) COPS Hiring Program Grant. This was requested due to the financial allocation commitment over the grant period and additional three year commitment after the grant conclusion. The Department received authorization and subsequently submitted that grant application. In 2020, the Bonner Springs Police Department was informed we were awarded a \$125,000 grant through the COPS Hiring Program (CHP). Prior to being able to draw on those funds, the COVID-19 Epidemic commenced leading to mass shut downs and gathering restrictions. The City of Bonner Springs like many other municipalities began to prepare for worst case scenarios as directed by financial experts. Based on this new variable the City of Bonner Springs directed the Chief of Police we would need to decline the grant award due to the anticipated financial uncertainty. The City of Bonner Springs assumed a very conservative posture due to the largest source of city funding coming from large population gathering venues, that were essentially prevented from operating for the foreseeable future.

Asset Forfeiture: List any asset forfeiture funds received during the past 12 months and provide the current balance of unencumbered asset forfeiture funds.

The current Asset Forfeiture Fund balance is \$4,403.02.

The department has earmarked portions of those funds to replace batteries and components for the department drone. If awarded the CALEA Agency Program Support Waiver, we intend to utilize \$2,750 of this money to pay for the first half of the program fees.

Budget Narrative: Explain the agency and governing body's budgetary information. Describe the agency's need for financial assistance, including why funds are not available for accreditation and what funds will be available to meet any costs incurred in order for the agency to comply with accreditation standards).

The Bonner Springs Police Department is a small department of 26 total (23 sworn and 3 non-sworn positions) that is required to deal with larger city attractions and major metropolitan criminal activity carryover, with reduced resources due to its reduced taxing population (Population of about 7,800 with attractions bringing in thousands of people).

While our budget appears to have increased slightly, the reality is our largest expense is salaries/benefits so that we can remain competitive in the major metropolitan market. Our service levels continue to increase with a four-year total service average of 16,317 calls for service per year. Contractual obligations increased significantly in 2021 due to moving into a new state-of-the-art police facility as part of a city wide Government Service Center project. The resulting demonstrates our true operational funds have decreased to offset those new contractual obligations. Further a significant reduction has occurred due to the sunset of an Emergency Services Sales Tax (a 64% capital allocation decrease) primarily used for vehicle replacement of an aging vehicle fleet. Resultingly, as an organization we simply do not possess the budgetary funding to support the \$11,450 lump sum fee for CALEA accreditation.

All the aforementioned changes and challenges do not even account for budget impacts related to increased service demands due to large developments within the city outpacing current resources, the fiscal impact of COVID 19* (*the main funding source being high-density populations venues where gathering was eliminated and or restricted), and the recent inflationary impact of goods and services on a already strained/reduced budget.

Despite these challenges the Bonner Springs Police Department is in the best place it has been relative to community engagement, community trust, community support, operational resources, and current personnel positions. Therefore, the department is able and committed to exploring/obtaining CALEA accreditation to benefit not only the department and governing entity, but the entire community of Bonner Springs. Our department mission is to "police the community we serve with integrity, respect and professionalism"; CALEA accreditation is a trademark of that quality and level of service. With a CASP waiver, the Bonner Springs community can begin the process towards accreditation and quite frankly law enforcement excellence.

The Bonner Springs Police Department is committed to budgeting and planning for becoming and maintaining CALEA accreditation, now and for years to come.

PLAN OF ACTION

Describe the agency's plan to complete the initial accreditation process within the initial time period allotted (2 or 3 years depending on program). Identify internal and external resource that will be utilized. Name the agency's contact person and/or accreditation manager.

Our agency plan is to select William Naff, Chief of Police, as our agency CALEA accreditation manager with support from the Bonner Springs City Manager to ensure this process is completed. Chief Naff is prepared to attend any conference whether in person or virtually that may be asked of him to complete this accreditation process. Chief Naff intends to complete the online agency accreditation manager training in an effort as to not delay the Bonner Springs Police Department to promptly begin the accreditation process. The Bonner Springs Police Department is fully prepared both internally and externally to achieve CALEA accreditation.

The Bonner Springs Police Department actively works with the Kansas Association of Chiefs of Police, FBI LEEDA, the FBI National Academy, FBI National Academy Associates, and various other organizational entities to network and evaluate operational effectiveness. The Bonner Springs Police Department possesses a large network of external resources and contacts to assist us in this program. In addition, the Bonner Springs Police Department has already been in contact with and consulted with other Kansas CALEA certified agencies regarding our desire to pursue CALEA accreditation. This has provided valuable insight into what we should expect in anticipation of this potential award. Additionally, these entities as well as others, will help guide our accreditation pursuit and process.

ORGANIZATIONAL CAPABILITY

Describe the agency's experience in conducting major projects of a similar nature.

The CALEA accreditation process itself will be new to our department and all its members. However, we are well versed in building a professional, supported, and respected police department. Through this initial process, we have learned methods and practices and gained invaluable experience relative to meeting standards, accepting feedback, and implementing change. Our goal is simple, to achieve policing excellence and provide the highest quality of law enforcement services to our citizens and visitors. Law enforcement is a change agency and we must remain current, effective, and relevant. The CALEA process will bring us in line with national policing standards. Organizationally, we remain committed to the process and know that we will succeed through the CALEA accreditation process. Along with our partners, we have both internal and external resources lined up to assist us in our pursuit of policing excellence and CALEA accreditation.

COMMITMENT TO CONTINUATION

Document both the agency's and the governing body's long-term commitment to continuing in the accreditation process after achieving initial accreditation.

The Bonner Springs Police Department is committed to fulfilling and implementing the CALEA standards. Beyond the initial accreditation process the police department and the city entity as a whole is committed to maintaining agency accreditation for years to come. As Chief Naff advocates, the most significant impact we can have on this profession and our organization is the legacy and reputation we leave behind for others to follow.

Chief of Police, William Naff is a 21-year veteran of law enforcement. Chief Naff is a graduate of the FBI National Academy and a Certified Public Manager through the University of Kansas. Aside from numerous accomplishments, Chief Naff was selected by the International Association of Chiefs of Police (IACP) as one of the 40 top up and coming leaders in law enforcement under 40.

Deputy Chief/Major, Chris Nicholson is a 17-year veteran of law enforcement. Major Nicholson is a recent graduate of the FBI National Academy. Major Nicholson serves on the Child First of Kansas advisory board. Resultingly, Major Nicholson will be well suited to continue to lead the organization well beyond Chief Naff's tenure.

Both Chief Naff and Major Nicholson are committed to advancing the art and science of law enforcement leadership while serving the community through transparency and procedural justice. This dedication has been exemplified through the department receiving the FBI-LEEDA Agency Trilogy Award, all command staffs attendance and completion of the Force Science Certification Program, receipt of the the LEXIPOL GOLD Award, receipt of numerous awards from the National Highway Traffic Safety Administration, requested and implemented a recognized PEER Support Program (whose services have been requested by numerous metro agencies), implemented a State of Kansas vetted and approved Field Training Program, established electronic reporting program to the state of Kansas (ticketing, contact data, use of force, and criminal reports transfers), establishment of a robust in car/on officer/interview room recording program which has been used to establish similar programs at other metro agencies, as well as implementation of numerous other evolutionary programs.

With over 37 years of combined progressive law enforcement experience, both are fully capable and committed to obtaining and maintaining accreditation now and into the future.

AUTHORIZING SIGNATURES

AGENCY CEO: Please read and acknowledge the following statements by providing your initials after each statement and provide your signature at the bottom of the page. The Notary Public section is provided IF your jurisdiction requires agreements to be notarized.

	Initials
I attest that our agency is committed to working with the Commission and its staff towards achieving accreditation.	
I attest we are prepared to promptly provide information concerning our agency as required by the Commission in making its determination for awarding a CALEA Agency Support Program – Initial Accreditation Fee Waiver.	
I attest our agency has received approval from its governing authority to apply for the CALEA Agency Support Program and to subsequently enroll in a CALEA accreditation program.	
I understand that if selected by the Commission to receive an Initial Accreditation Fee Waiver during the Commission's spring meeting, our agency must enroll in a CALEA accreditation program prior to the end of that calendar year in order to finalize the award process. Failure to do so negates the IAFW award.	
I understand that if selected by the Commission to receive an Initial Accreditation Fee Waiver, our agency is responsible for the payment of 50% of the Estimated Onsite Costs and payment for third party software upon enrollment in a CALEA accreditation program.	
I understand that upon enrollment in a CALEA accreditation program, our agency will have 24-26 months (depending on program) in which to successfully complete its initial assessment by the Commission.	
I understand that our agency is responsible for the payment of the remaining 50% of the Estimated Onsite Costs at the time the agency requests the scheduling of its initial assessment by the Commission.	
I attest that the agency's governing authority has approved the expenditures necessary to enroll in a CALEA Accreditation program, if our agency is selected as a recipient of an Initial Accreditation Fee Waiver, including payment of the Estimated Onsite Costs and third party software.	
I understand that our agency will be responsible for the payment of Annual Continuation Fees (vary based on program and agency size) upon receiving its first accreditation award and annually after that date.	

NOTARY PUBLIC

City/County of: _____

State/Province of: _____

The forgoing instrument was acknowledged

Before me, this _____ day of _____

20____ by:

(name of person seeking acknowledgement)

(Notary Public Signature)

My commission expires: _____

CEO Name (Written):

William M. Naff

CEO Signature:

Date:

AUTHORIZING SIGNATURES

FINANCIAL AUTHORITY: Please read and acknowledge the following statements on behalf of the financial authority by providing your initials after each statement and provide your signature at the bottom of the page. The Notary Public section is provided IF your jurisdiction requires agreements to be notarized.

	Initials
I attest the governing authority of the applicant public safety agency has approved the expenditures necessary to enroll in a CALEA Accreditation program, if our agency is selected as a recipient of an Initial Accreditation Fee Waiver, including payment of the Estimated Onsite Costs and third party software.	
I understand that if selected by the Commission to receive an Initial Accreditation Fee Waiver during the Commission's spring meeting, the applicant public safety agency must enroll in a CALEA accreditation program prior to the end of that calendar year in order to finalize the award process. Failure to do so negates the IAFW award.	
I understand that if selected by the Commission to receive an Initial Accreditation Fee Waiver, the applicant public safety agency is responsible for the payment of 50% of the Estimated Onsite Costs and payment for third party software upon enrollment in a CALEA accreditation program.	
I understand that upon enrollment in a CALEA accreditation program, the applicant public safety agency will have 24-26 months (depending on program) in which to successfully complete its initial assessment by the Commission.	
I understand that the applicant public safety agency is responsible for the payment of the remaining 50% of the Estimated Onsite Costs at the time the agency requests the scheduling of its initial assessment by the Commission.	
We understand that the applicant public safety agency will be responsible for the payment of Annual Continuation Fees (vary based on program and agency size) upon receiving its first accreditation award and annually after that date.	

NOTARY PUBLIC

City/County of: _____

State/Province of: _____

The forgoing instrument was acknowledged

Before me, this _____ day of _____

20____ by:

(name of person seeking acknowledgement)

(Notary Public Signature)

My commission expires: _____

CEO Name (Written):

Tillie LaPlante

CEO Signature:

Date:

AUTHORIZING SIGNATURES

GOVERNING AUTHORITY: Please read and acknowledge the following statements on behalf of the governing authority by providing your initials after each statement and provide your signature at the bottom of the page. The Notary Public section is provided IF your jurisdiction requires agreements to be notarized.

	Initials
We attest the applicant public safety agency is committed to working with the Commission and its staff towards accreditation.	
We attest the applicant public safety agency is prepared to promptly provide information concerning the agency as required by the Commission in making its determination for awarding a CALEA Agency Support Program – Initial Accreditation Fee Waiver.	
We attest the applicant public safety agency has received approval from its governing authority to apply for the CALEA Agency Support Program and to subsequently enroll in a CALEA accreditation program.	
We understand that if selected by the Commission to receive an Initial Accreditation Fee Waiver during the Commission's spring meeting, the applicant public safety agency must enroll in a CALEA accreditation program prior to the end of that calendar year in order to finalize the award process. Failure to do so negates the IAFW award.	
We understand that if selected by the Commission to receive an Initial Accreditation Fee Waiver, the applicant public safety agency is responsible for the payment of 50% of the Estimated Onsite Costs and payment for third party software upon enrollment in a CALEA accreditation program.	
We understand that upon enrollment in a CALEA accreditation program, the applicant public safety agency will have 24-26 months (depending on program) in which to successfully complete its initial assessment by the Commission.	
We understand that the applicant public safety agency is responsible for the payment of the remaining 50% of the Estimated Onsite Costs at the time the agency requests the scheduling of its initial assessment by the Commission.	
We attest the governing authority of the applicant public safety agency has approved the expenditures necessary to enroll in a CALEA Accreditation program, if our agency is selected as a recipient of an Initial Accreditation Fee Waiver, including payment of the Estimated Onsite Costs and third party software.	
We understand that the applicant public safety agency will be responsible for the payment of Annual Continuation Fees (vary based on program and agency size) upon receiving its first accreditation award and annually after that date.	

NOTARY PUBLIC

City/County of: _____

State/Province of: _____

The forgoing instrument was acknowledged

Before me, this _____ day of _____

20____ by:

(name of person seeking acknowledgement)

(Notary Public Signature)

My commission expires: _____

CEO Name (Written):

Sean Pederson

CEO Signature:

Date:



**Public Safety Agency
Benefits
of
Participation in CALEA Accreditation**

Contact Information:

Timothy G. “Tim” Baysinger

Regional Program Manager tbaysinger@calea.org

703.352.4225 Ext. 55

13575 Heathcote Blvd., Suite 320

Gainesville, Virginia 20155

Origin of CALEA

The Commission on Accreditation for Law Enforcement Agencies, Inc., (CALEA®) was created in 1979 as a credentialing authority through the joint efforts of law enforcement's major executive associations:

- International Association of Chiefs of Police (IACP);
- National Organization of Black Law Enforcement Executives (NOBLE);
- National Sheriffs' Association (NSA); and the
- Police Executive Research Forum (PERF).

Mission and Purpose

The purpose of CALEA Accreditation Programs is to improve the delivery of public safety services, primarily by: maintaining a body of standards, developed by public safety practitioners, covering a wide range of contemporary public safety initiatives, establishing and administering an accreditation process, and recognizing professional excellence.

Specifically, CALEA's goals are to:

- Strengthen crime prevention and control capabilities;
- Formalize essential management procedures;
- Establish fair and nondiscriminatory personnel practices;
- Improve service delivery;
- Solidify interagency cooperation and coordination; and
- Increase community and staff confidence in the agency.

The CALEA Accreditation Process is a proven modern management model; once implemented, it presents the Chief Executive Officer (CEO), on a continuing basis, with a blueprint that promotes the efficient use of resources and improves service delivery—regardless of the size, geographic location, or functional responsibilities of the agency. This accreditation program provides public safety agencies an opportunity to voluntarily demonstrate that they meet an established set of professional standards which:

- Require an agency to develop a comprehensive, conceptualized, uniform set of written directives. This is one of the most successful methods for reaching administrative and operational goals, while also providing direction to personnel.
- Provide the necessary reports and analyses a CEO needs to make fact-based, informed management decisions.
- Requires an established preparedness program—so an agency is ready to address critical incidents.
- Provide a means for developing or improving upon an agency's relationship with the community.
- Strengthen an agency's accountability, both within the agency and the community, through a continuum of standards that clearly define authority, performance, and responsibilities.
- Can limit an agency's liability and risk exposure by demonstrating compliance with internationally recognized standards for law enforcement, communications, training academy, or campus security, as verified by a team of trained CALEA employees.
- Facilitates an agency's pursuit of professional excellence.

Organization Structure and Governance

A Commission Board composed of 21 members governs CALEA. Eleven must be public safety practitioners; the balance is selected from the public and private sectors. Generally, they reflect a representation from local, state/provincial and international law enforcement and public safety organizations, along with business, academia, the judiciary, and state/provincial and local government. The Commissioners are appointed by the four founding organizations and serve without compensation.

CALEA operates as an independent, nonprofit (501[c]3) corporation, and maintains a professional staff managed by an Executive Director. The staff conducts all administrative and operational duties as directed by the Commission and maintains a professional website. CALEA offers accreditation related training at each of its conferences, as well as presentations on current issues in public safety.

Steps in Accreditation Process

There are five steps in the accreditation process:

- Enrollment
- Self-Assessment
- Web-Based and Site-Based Assessment
- Commission Review and Decision
- Maintaining Compliance and Reaccreditation

Enrollment:

The primary resource to explore accreditation and gather information is the CALEA website. It offers the opportunity to obtain a vast amount of information about CALEA's history, organization, and credentialing programs. The website facilitates searches of the client database for CALEA enrolled agencies and access to fee schedules and enrollment documents.

Before enrolling in a CALEA accreditation program, it is recommended that the agency review the program standards and the instructional manual, the CALEA Guide to Successful Accreditation Management (CGSAM). CALEA publications (standards manuals and CGSAM) are available electronically and are provided to all agencies enrolled in CALEA programs. Upon request, a short-term trial access to CGSAM and program standards is available to interested agencies.

When an agency is ready to enter the process, an agency employee should complete the online Enrollment Package on the CALEA website or contact CALEA for enrollment assistance.

Self-Assessment:

Once an agency is enrolled in a CALEA program, it enters self-assessment. During this time, CALEA staff is available to provide guidance on the applicability of standards and attaining compliance.

During self-assessment agency personnel develop or modify agency written directives and procedures to comply with program standards. Some standards will also require agencies to develop inspection and audit procedures, deliver specific training programs, and generate certain reviews, reports, and analyses.

After the agency has issued written directives and procedures containing standards related information, proofs of standard compliance must be collected. Proofs of compliance provide reasonable assurance that the content in written directives and procedures are being assimilated into the actual operational and administrative practices at the agency.

Depending on the program, an agency has either 24 or 36 months from the date a CALEA representative signs the Accreditation Agreement to complete self-assessment and schedule an initial assessment.

Web and Site-Based Assessment:

When the agency notifies CALEA of its completion of the self-assessment phase and its desire to schedule its initial web and site-based assessments, staff will schedule appropriate dates for the assessments. A team of CALEA-trained Compliance Service Members will remotely review all applicable files via the PowerDMS platform. Once that is successfully completed, a site-based team will visit the agency to view agency operations, interview agency personnel and community members and conduct a public information session. Once completed, the findings will be reported to the Commission for final determination of accreditation status.

Commission Review and Decision:

At each [CALEA conference](#), review committees comprised of CALEA commissioners conduct hearings, which are open for public attendance, related to an agency's compliance to applicable standards. Designated agency representatives are invited to participate in this hearing. If satisfied the agency has met all compliance requirements, the Commission awards accreditation for a four-year period and authorizes the agency to display the CALEA program's Mark of Excellence.

At each CALEA conference, held three times a year, the Commission's Review Committees conduct public hearings regarding the agency's compliance to applicable standards. Designated agency representatives are invited to participate in this review. If satisfied the agency has met all compliance requirements, the Commission awards accreditation for a four-year period.

Maintaining Compliance and Reaccreditation:

During its four-year accreditation award cycle, the agency must maintain compliance with applicable standards, maintain up-to-date-proofs of compliance and live by the *letter and spirit* of those standards. To retain its accredited status, the agency is required to submit to CALEA their appropriate accreditation continuation fees, as well as an annual report and be subject to annual web-based assessments by CALEA

Compliance Service Members. Reaccreditation occurs at the end of the four years, following another successful site-based assessment and hearing before the Commission.

Benefits of CALEA® Public Safety Accreditation Programs

- **Greater Accountability within the Agency**
CALEA standards give the CEO a proven management system of written directives, sound training, clearly defined lines of authority, and routine reports that support decision-making and resource allocation.
- **Reduced Risk and Liability Exposure**
Many agencies report a reduction in its liability insurance costs and/or reimbursement of accreditation fees.
- **Stronger Defense against Civil Lawsuits**
Accredited agencies are better able to defend themselves against civil lawsuits. Agencies have also reported a decline in legal actions against them after earning accreditation.
- **Staunch Support from Government Officials**
Accreditation provides objective evidence of an agency's commitment to excellence in leadership, resource management, and service-delivery. Thus, government officials are more confident in the agency's ability to operate efficiently and meet community needs.
- **Increased Community Advocacy**
Accreditation embodies the precepts of community-oriented policing. It creates a forum in which law enforcement agencies and citizens work together to prevent and control challenges confronting law enforcement and provides clear direction about community expectations.

Accreditation Programs

CALEA offers accreditation programs for law enforcement, public safety communications, training academy, and campus security agencies. Law Enforcement and Campus Security accreditation programs are offered in basic and advanced levels.

The Standards

The standards address major public safety topics relevant to Law Enforcement, Public Safety Communications, Training Academy, and Campus Security agencies. CALEA standards are subject to ongoing review and revision. When modifications are recommended, they are presented to the Commission's Standards Review and Interpretation Committee (SRIC) for consideration. If appropriate, SRIC approves draft language and then presents the draft to the Commission for their approval to publicize the proposed change for review and comment from the public safety community. Submitted comments are referred to the SRIC for consideration. The SRIC then makes a recommendation to the Commission for final approval.

The process of standards development and maintenance includes literary reviews, evidence-based practices consideration, analytical research, and support from other professional associations, client input, and subject matter expertise. The result is the promulgation of standards that agencies can trust and promote continuous organizational development and best practices.

***CALEA Promotes Excellence in Public Safety
Through
Professional Standards and Continuous Assessment***

Participating Agency Comments

"The Accreditation Process provides the best and the most credible roadmap for any law enforcement agency in pursuit of professional excellence. It will be the benchmark for policing in the twenty-first century." Lafourche Parish (LA) Sheriff's Office has been CALEA Accredited since 2000."

—Sheriff Craig Webre, Lafourche Parish (LA) Sheriff's Office, Past President - National Sheriffs' Association

"From start to finish, it's the change in process that is most obvious when working with CALEA. This change offers agencies the opportunity for improved transparency and delivery of services to the communities served. I would tell any chief that if he/she steps up to the table, the end result will be a better department for both members and citizens alike."

**—Former Chief Tom Younce, North Carolina State University
Police Department**

"The confidence in our department has increased tremendously throughout our community since becoming an accredited agency."

—Former Chief Harry Rilling, Norwalk (CT) Police Department

"CALEA Accreditation gave our personnel a focus and direction with specific and measurable goals. Self-assessment is invaluable and on many occasions we found more efficient ways to discharge our duties, providing contemporary and professional law enforcement services."

—Chief Mark Palmer, Coventry (CT) Police Department

"Accreditation helps us make our law enforcement management systems work smoothly. It assists us with developing our employees and provides police officers with a superior foundation and enables them to provide outstanding services to the community. I am proud of the men and women of the Avon Police Department for providing that superior level of service to our community."

—Chief Mark Rinaldo, Avon (CT) Police Department

"Had it not been for CALEA we would not have been as organized or able to adapt and respond to the floods. CALEA was responsible for enabling the Munster Police Department to respond. I hope agencies realize that in difficult times CALEA can be the lifeline."

—Chief Stephen Scheckel, Munster (IN) Police Department

"Let me just briefly give you a broader municipal perspective of how we value and utilize our CALEA accredited status: CALEA Accreditation helps our risk management efforts and is an important part of our group insurance rating and, conversely, our costs. Being CALEA accredited also helps our bond rating. It is a rating we share with

only 5% of cities in the United States. Moody's loves CALEA Standards and so do our bond holders. Accreditation is an important part of our recruiting package for economic development; it makes a strong statement about our community and its values. We use it as a recruiting tool for attracting top staff. The accreditation speaks to the caliber of our organization, and most importantly, CALEA accreditation is one of our best ways to show transparency to our citizens. It says we care about professionalism; it says we care about the quality of the service we provide; it says we put real meaning behind our motto "Serve With Care — Protect With Confidence." And that, Commission members, resonates far beyond the Police Department." (Comments made to Commission Review Committee, November 2012)

—Former Village Administrator Valerie Salmons, Village of Bartlett, IL

"The accreditation process has helped the CHP to identify weaknesses, conflicts, or oversights in our policies and procedures that, if left uncorrected, could lead to increased departmental liability." (Comments from Annual Status Report, April 8, 2016)

—Former Commissioner Joseph Farrow, California Highway Patrol

"Since we started the CALEA accreditation process, I have seen participation from almost all of the department personnel. It was obvious that they wanted to be accredited and receive the recognition or that accomplishment. When the assessors interviewed our night shift Lieutenant, he was asked what he thought was the most significant impact of CALEA. His answer was "Structure." He explained that our department never had structure before and he now knows what is expected of his staff and himself. I agree with his assessment. When I started at the Rock Hill Police Department as Chief in late 2013, I noticed there was not sufficient general orders or procedures that served as a guide to officers as they tried to do their jobs. As a result, most all of the various tasks were done differently all the time. Some were detailed, some were basic, some were inadequate. While we obviously are not perfect, we now know how we should do our job, and it is up to the staff to make sure the job gets done appropriately. It is the best management system I have ever seen in law enforcement, and I have been in law enforcement since January of 1971." (Comments from Annual Status Report, July 2019)

—Chief Donald Wickenhauser, Rock Hill (MO) Police Department

A Community of Professionals

Although there are countless reasons for involvement in the CALEA® Accreditation process, one often overlooked is the value of interaction with other professionals within the public safety community with the common purpose of improving public safety services. CALEA provides venues for discussions on important policy matters impacting the effectiveness of service delivery, employee safety, and the quality of services offered by such agencies. These opportunities include three conferences each year, access to online resources for professional interaction, sample policies through CALEA Hub Shared Content, and training sessions to support agencies engaged in the accreditation process.

Technology Support

CALEA has partnered with PowerDMS™ to ensure the delivery of a robust policy and accreditation management systems to participating public safety agencies. Additionally, CALEA accreditation manual publications are delivered through this web-based medium, promoting the immediate delivery of updates and revisions. CALEA staff will assist in securing technological program support.

Marks of Professional Excellence

The CALEA corporate logo represents the Gold Standard in Public Safety. The program logos depicted below are the Marks of Professional Excellence and are proudly displayed by those agencies attaining CALEA® Accreditation.





“Program & Process Overview”



CALEA: Setting the Standard



Recognized as the preeminent leader in the development and application of public safety standards, in the United States and internationally.

CALEA: Historical Perspectives

Emerged as a solution to assist in the professional development of law enforcement in 1979.



These founding organizations collectively contributed to the concept and development of CALEA.

And continue to contribute today!!!

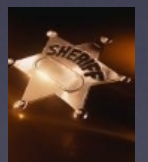
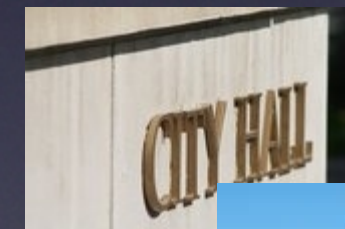
Organization Structure

- Board is composed of 21 commissioners that are appointed by the founding associations.
- Commissioners are appointed for three-year terms and serve without compensation.
- Commissioners come from a broad range of public safety professionals.



Commissioner Backgrounds

- Municipal Chiefs of Police
- Collegiate Professors
- Communications Directors
- University Police Chiefs
- State Senators
- Mayors
- City Managers
- State Police Superintendents
- Sheriffs
- Investigative Agency Directors
- Judges
- Related Business Fields



CALEA Headquarters

Commission on Accreditation for Law Enforcement
Agencies, Inc.

13575 Heathcote Blvd., Suite 160
Gainesville, Virginia 20155





Commission Meetings

The Commission usually meets three times each year. These meetings occur at CALEA conferences held in March, July and November.

Future Meetings:

St. Louis, MO – November 2022

Oklahoma City, OK – July 2023

Bellevue, WA – November 2023

Montgomery, AL – March 2024

Winston-Salem, NC – July 2024

Jacksonville, FL – November 2024

Purpose of the Commission Meetings

- Provide training on accreditation related topics
- Provide training on public safety related topics
- Provide a venue for information sharing and professional networking
- Conduct the business of the Commission
- Review agencies for accreditation
- Celebrate success of agencies earning accreditation.

Commission Leadership



Chair

Director Marcus Brown

Governor's Office of
Homeland Security,
Commonwealth of
Pennsylvania



Executive Director

W. Craig Hartley Jr.

Gainesville, Virginia

Staff Support

The Commission employs 10 full-time staff members eight part-time Program Managers, and several other part-time employees.



Mark S. Mosier
Pacific / Pacific North
West



Vince Dauro
Southeast /
Caribbean



Paul MacMillan
Northeast



Dan Shaw
Great Lakes



Tim Baysinger
North Central



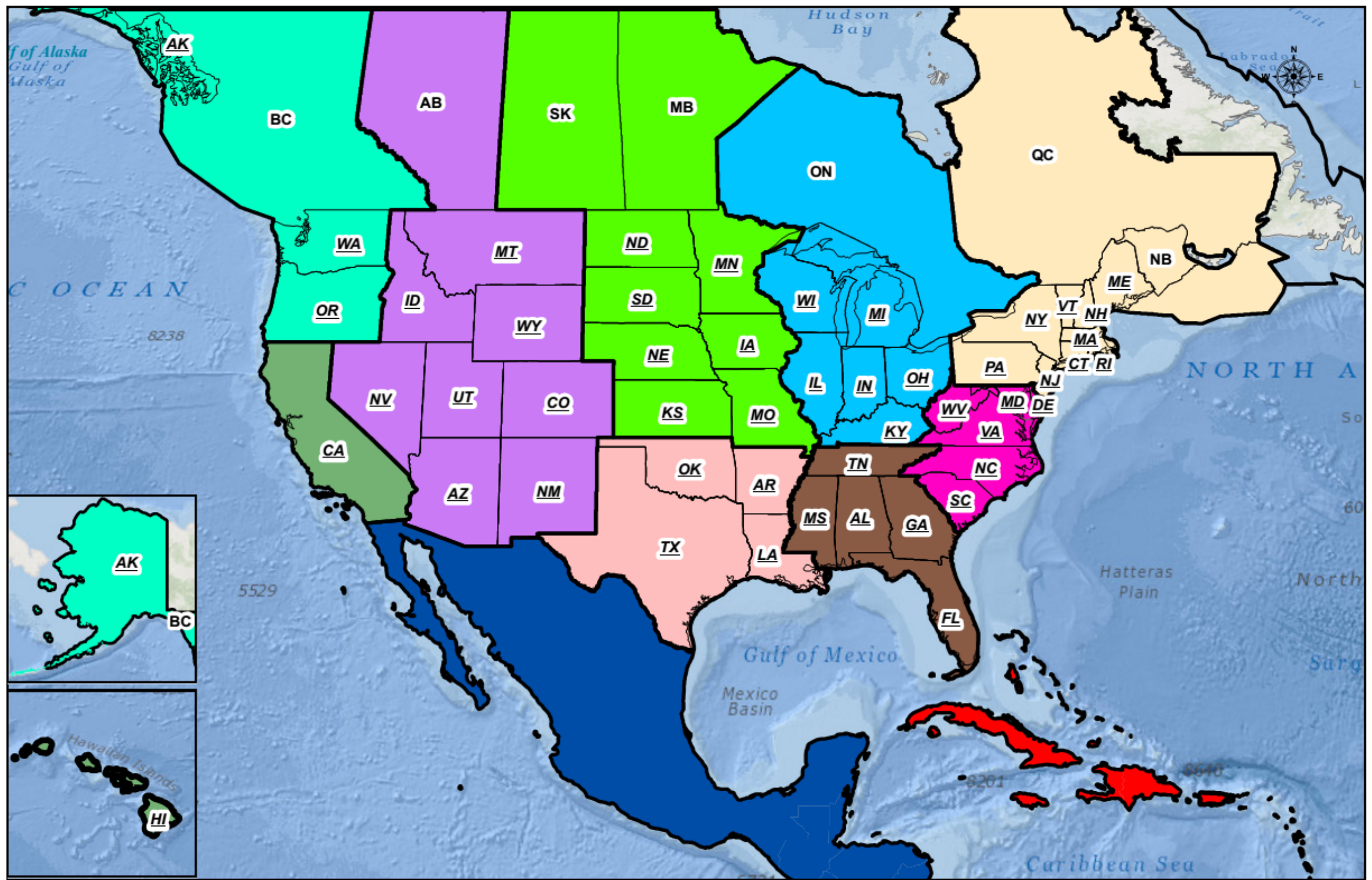
Randy Scott
Southwest



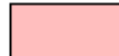
Laura Saunders
Mid-Atlantic



Marco Sotomayor
Mexico / Latin
America



CALEA REGIONS

	CARIBBEAN		MID-ATLANTIC		NORTH EAST		ROCKY MOUNTAIN
	GREAT LAKES		NORTH CENTRAL		PACIFIC		SOUTH EAST
					SOUTH WEST		

International Client Base

Canada



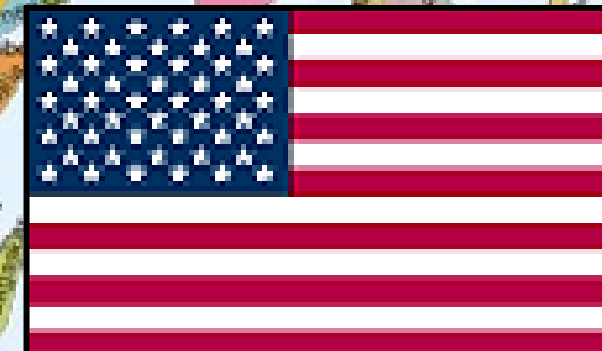
Mexico



Barbados



United States



**Over 1,160 client agencies
enrolled in CALEA
accreditation programs, as of**

Programs & Standards Publications



6th Edition Law Enforcement

458 Standards – Advanced
180 Standards – Basic LE1



2nd Edition Communication

207 Standards



2nd Edition Training Academy

160 Standards



2nd Edition Campus Security

282 Standards - Advanced
138 Standards – Basic CS1



Standards Development

- Standards Review and Interpretation Committee (SRIC)
- Subject Matter Experts
- Allows for input from clients
- Applies best practices from professional practitioners
- Strives to maintain a contemporary source for clients

Example of Standard

4.2.4 Analyze Reports from Use of Force

Analyze Reports from Use of Force Annually, the agency conducts an analysis of its use of force activities, policies and practices.

The analysis should identify:

- a. date and time of incidents;*
- b. types of encounters resulting in use of force;*
- c. trends or patterns related to race, age and gender of subjects involved;*
- d. trends or patterns resulting in injury to any person including employees; and*
- e. impact of findings on policies, practices, equipment, and training.*

Commentary

A review of incidents of force may reveal patterns or trends that could indicate training needs, equipment upgrades, and/or policy modifications.

Each standard is composed of four parts: standard title, standard statement, commentary, and levels of compliance.

Publications



All publications, including standards manuals, are maintained and updated through CALEA's alliance with PowerDMS.

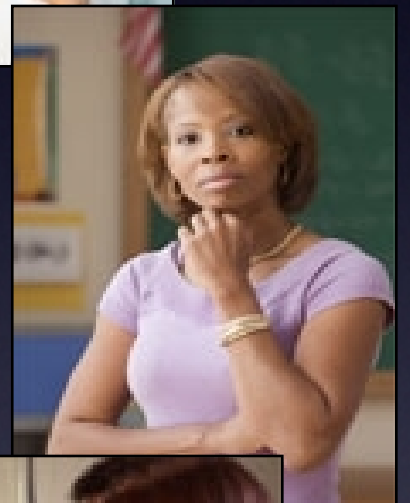
Process Overview

- Enroll in the Program
- Conduct Self-Assessment
- Review/Revise Policies and Practices
- Initial Assessment (Web-based/Site-based)
- Receive Report
- Commission Review
- Accreditation Award Earned
- Annual Web-based Compliance Reviews
- Reaccreditation Site-Based Assessment



CALEA Training

- Introduction to Accreditation
- Managing Self-Assessment as the Accreditation Manager
- Preparing an Analysis
- Preparing for Web-Based Assessments
- Preparing for a Site-Based Assessment
- Uploading & Managing Documents in PowerDMS
- Leading with Accreditation



Return on Investment

- Establishes comprehensive process for managing public safety agencies
- Provides feedback and structured analyses for agencies to make decisions
- Provides institutionalized best practices for inspection, audits and reviews
- Ensures involvement with partners and the community
- Provides alerts to issues that need attention
- Focuses on high liability areas

Practitioner Perspective

- Contemporary Equipment
- Modern programs and applications
- Engages staff and encourages continuous improvement
- Focuses on appropriate training
- Promotes accountability across all levels



CALEA Fee Structure

Law Enforcement

Accreditation

Number of Fulltime Employees	Initial Accreditation*	Estimated Reaccreditation Annual Continuation**
1-24	\$8,475	\$3,470
25-199	\$11,450	\$4,065
200-999	\$16,125	\$5,000
1000 +	\$19,950	\$5,765

*PowerDMS subscription fees included. An additional \$5,500 estimated assessment fee is invoiced when agencies request to come out of self-assessment.

**Fees charged after the initial award of accreditation, during



**Former Chief Joseph C. Carter
Massachusetts Bay Transportation
Authority Transit Police Department
Past President - International Association
of Chiefs of Police**

“The accreditation process has provided my department with the tools needed to strategically plan and successfully manage a highly professional transit police agency, as well as provided extraordinary trust and confidence among its members, community stakeholders, law enforcement and criminal justice agencies, and the MBTA.”

MBTA has been CALEA Accredited since 2005.



Sheriff Craig Webre
Lafourche Parish (LA) Sheriff's Office
Past President - National Sheriffs' Association

“The Accreditation Process provides the best and the most credible roadmap for any law enforcement agency in pursuit of professional excellence. It will be the benchmark for policing in the twenty-first century.” **Lafourche Parish (LA) Sheriff's Office has been CALEA Accredited since 2000.**

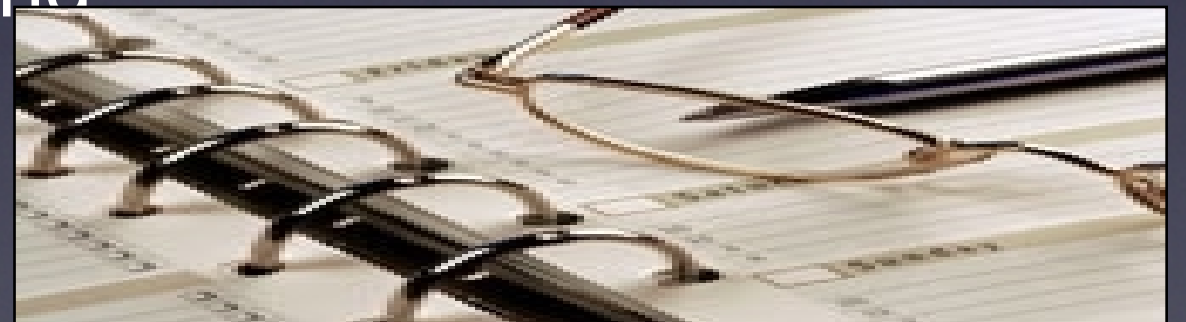


**Former Chief John Timoney
Miami (FL) Police Department
Past President-Police Executive Research Forum**

“CALEA Accreditation inspires public confidence in our agency, as well as assures that our department is up-to-date on police initiatives and administrative practices. Among the areas of particular importance addressed by CALEA, are the delivery of services to our citizens and the emphasis on inter-agency cooperation. CALEA provides a means of checks and balances that confirms the successful tactics we have in place.” Miami PD has been CALEA Accredited since 2003.

Accreditation Networks

- Provide an information exchange and assistance network for members.
- Assist CALEA in research and development accreditation standards
- Provide personnel to conduct mock assessments.
- Ensure client agencies are kept current on accreditation-related matters.
- Provide accreditation-related training



CALEA Accreditation Requires ACTION!



What gets measured gets done!

Accreditation assures your priorities
remain priorities!



Accreditation serves as your dashboard
for success!



Tim Baysinger, Regional Program Manager
Commission on Accreditation for Law
Enforcement Agencies, Inc.

CALEA®

13575 Heathcote Blvd., Suite 160

Gainesville, VA 20155

(703) 352-4225, Extension 55 or

(573) 826-4966 (direct)

tbaysinger@calea.org (email)





Missouri

- **Accredited**

1. Berkeley Police Department (LE)
2. Blue Springs Police Department (LE)
3. Boone County Sheriff's Department (LE)
4. Brentwood Police Department (LE)
5. Chesterfield Police Department (LE)
6. Clayton Police Department (LE)
7. Creve Coeur Police Department (LE)
8. Des Peres Department of Public Safety (LE)
9. Florissant Police Department (LE)
10. Gladstone Police Department (LE)
11. Hazelwood Police Department (LE)
12. Jackson Police Department (LE)
13. Jefferson County 911 Dispatch (Comm.)
14. Jefferson College Law Enforcement Academy (Training Academy)
15. Jefferson County Sheriff's Office (LE)
16. Joplin Police Department (LE)
17. Kirkwood Police Department (LE)
18. Lee's Summit Police Department (LE)
19. Maplewood Police Department (LE)
20. Maryland Heights Police Department (LE)
21. Missouri State Highway Patrol (LE)
22. North County Police Cooperative (LE)
23. Olivette Police Department (LE)
24. Poplar Bluff Police Department (LE)
25. Richmond Heights Police Department (LE)
26. Rock Hill Police Department (LE)
27. Shrewsbury Police Department (LE)
28. Springfield Police Department (LE)
29. St. Ann Police Department (LE)

CALEA Accredited Agencies the North Central Region

30. St. Charles Police Department (LE)
31. St. Charles County Emergency Communications (Comm)
32. St. Charles County Police Department (LE)
33. St. Louis County Police Department (Comm)
34. St. Louis County Police Department (LE)
35. St. Louis County and Municipal Police Academy (Training Academy)
36. St. Louis Metropolitan Police Department (LE)
37. St. Louis Metropolitan Police Department (Comm)
38. St. Louis Metropolitan Police Department (Training Academy)
39. University of Missouri Police Department (LE)
40. University of Missouri – St. Louis Police Department (LE)
41. Warrenton Police Department (LE)
42. Washington University Police Department (LE)
43. Webster Groves Police Department (LE)

- **Enrolled – In Self-assessment**

1. Ballwin Police Department (LE)
2. Bolivar Police Department (LE)
3. Callaway County Sheriff's Office (LE)
4. Calverton Park Police Department (LE)
5. Clay County Sheriff's Office (LE)
6. Columbia Police Department (LE)
7. East Central Dispatch Center (Comm)
8. Ferguson Police Department (LE)
9. Greenwood Police Department (LE)
10. Hillsboro Police Department (LE)
11. Pagedale Police Department (LE)
12. Platte County Sheriff's Office (LE)
13. St. Ann Police Department Communications (Comm)
14. St. Charles County Sheriff's Department (LE)
15. St. Louis Lambert Airport Police (LE)
16. Velda City (MO) Police Department (LE)

CALEA Accredited Agencies the North Central Region

17. West Central Dispatch Center (Comm)

18. Woodson Terrace Police Department – (LE)

Kansas

- **Accredited**

1. Andover Police Department (LE)
2. Andover Police Emergency Communications Center (Comm)
3. Derby Police Department (LE)
4. Kansas City (KS) Police Department (LE)
5. Kansas Highway Patrol (LE)
6. Kansas Highway Patrol (Comm)
7. Kansas Highway Patrol (Training Academy)
8. Ottawa Police Department (LE)
9. Overland Park Police Department (LE)
10. Riley County Police Department (LE)
11. Salina Police Department (LE)
12. Shawnee Police Department (LE)
13. Topeka Police Department (LE)
14. Topeka Police Department (Training Academy)
15. University of Kansas Medical Center Police Department (LE)

- **Enrolled – In Self-assessment**

1. Kansas Law Enforcement Training Center (Training Academy)
2. Marysville Police Department (LE)
3. Hutchinson-Reno County Emergency Communications (Comm)
4. Geary County Sheriff's Office (LE)
5. Riley County Police Department (COMM)



Nebraska

- **Accredited**

1. Douglas County Sheriff's Office (LE)
2. Lincoln Police Department (LE)
3. Nebraska State Patrol (LE)
4. Omaha Police Department (LE)

CALEA Accredited Agencies the North Central Region

5. Papillion Police Department (LE)
 6. University of Nebraska at Lincoln Police Department (LE)
 7. Union Pacific Police Department (Comm)
 8. Union Pacific Police Department (LE)
- **Enrolled – In Self-assessment**
 1. Douglas County Communications Department (Comm)
 2. Sarpy County Sheriff's Office (LE)
 3. University of Nebraska – Omaha (Campus Security)



Iowa

- **Accredited**
 1. Cedar Rapids Police Department (LE)
 2. Clive Police Department (LE)
 3. Davenport Police Department (LE)
 4. DeWitt Police Department (LE)
 5. Dubuque Police Department (LE)
 6. Iowa Department of Public Safety (LE)
 7. Iowa City Police Department (LE)
 8. Muscatine Police Department (LE)
 9. Sioux City Police Department (LE)
 10. Urbandale Police Department (LE)
 11. West Des Moines Police Department (LE)
 12. Woodbury County Information and Communications Commission (Comm)
- **Enrolled – In Self-assessment**
 1. Iowa State University Department of Public Safety (LE)
 2. Pella Police Department (LE)
 3. Waukee Police Department (LE)
 4. WestCom Communications Center (Comm)



Minnesota

- **Accredited**
 1. Sherburne County Sheriff's Office (Comm)
- **Enrolled – In Self-assessment**
 1. Duluth Police Department (LE)



North Dakota

- **Accredited**
 1. Bismarck Police Department (LE)
 2. Grand Forks Police Department (LE)
 3. North Dakota Highway Patrol (LE)
- **Enrolled – In Self-assessment**
 1. Upper Missouri River Regional Dispatch Center (Comm)



South Dakota

- **Accredited**
 1. Rapid City Police Department (LE)
 2. Lake Area Technical Institute (Training Academy)
- **Enrolled – In Self-assessment**
 1. Oglala Sioux Tribe Department of Public Safety (LE)
 2. Oglala Sioux Tribe Department of Public Safety (Comm)
 3. Western Dakota Technical College (Training Academy)
 4. Brookings Police Department (LE)



Manitoba, CN

- **Accredited**
 1. Winnipeg Police Service (LE)



Saskatchewan, CN

- **Accredited**
 1. Ministry of Highways, Saskatchewan Highway Patrol (LE)

Memorandum

Date: September 12, 2022
To: Mayor and City Council
From:

Subject: Digiticket Amendment

Recommendation: The Police Chief recommends approval

Action: Make a motion to approve the change order to reduce the service pricing.

Background: The Police Department moved away from hand written tickets and has been utilizing a software service known as digiTICKET. This eCitation software enables law enforcement to create tickets using tablet computers or mobile data terminals. With a barcode scanner, officers can quickly and accurately record violator data.

Discussion: City staff contacted DigiTicket to assess the future deployment and use of their service. DigiTicket presented a retention offer including the same services at a reduced cost. After review, it is being recommended that the City approve an amendment to our agreement with DigiTicket at the reduced annual cost.

Financial Impact: Approval of the change order reduces the annual cost from \$16,837.63 to \$11,520.



digiTICKET Solution as a Service Agreement for the:

City of Bonner Springs, KS

Bonner Springs Police Department

Chief Billy Naff



July 10, 2018

SALTUS
TECHNOLOGIES

Prepared by:

Cory Box

Sales Manager

918.392.3912

Saltus Technologies

907 South Detroit Ave, Suite 820

Tulsa, OK 74120

Submitted in Confidence for the City of Bonner Springs, KS
Please confirm pricing after 60 days from the above date

THIS DIGITICKET SOLUTION AS A SERVICE AGREEMENT ("Agreement") is entered into by and between **Saltus Technologies, LLC ("Saltus")**, and the undersigned persons/entities/agencies (collectively "**Customer**"). Subject to the terms and conditions set forth herein, the parties agree as follows:

1.0 digiTICKET AS A SERVICE PRICING

The digiTICKET Solution is a mobile software application that automates the process of writing and processing citations for law enforcement agencies using mobile software running on handheld computers, tablets or laptops. The digiTICKET as a Service includes hardware, digiTICKET software, implementation services provided by Saltus and hosting services. The price and fees for the digiTICKET as a Service shall be as follows:

"digiTICKET Solution as a Service" Price Quote				
	Item Description	Units	Per Unit	Total Per Month
	Tablet Units	16	\$ 87	\$ 1,392
	Total Monthly Fee:			\$ 1,392
	Server and Client Software License Fees			Included
	All Interface License Fees			Included
	KCJIS - digiTICKET mobile interface config & licensing			Included
	Enterpol and FullCourt data export fees			Included
	KLER Export			Included
	KS DC-66 Reporting			Included
	System Configuration and Implementation Fees			Included
	All On-site Training and Travel and Living Fees			Included
	All Additional Configuration Items (if applicable)			Included
	All Ticket Paper and other Consumables			Included
	Web Application Hosting Fee			Included
	Annual Software Maintenance and 24/7 Support Fee			Included

digiTICKET Solution as a Service is not a lease, but a "pay for use" model. This agreement includes the following:

1. All hardware, software, implementation, training services, hosting and paper fees are included in the monthly service fee.
2. Customer pays a per-unit, per-month fee – annual or semi-annual pre-payment discounts are available. If the agreement is canceled before the end of the pre-payment period, Saltus will refund the appropriate amount based on the cancelation date.

1. **NOTE:** Saltus offers a 2% discount for 6-month pre-payments and a 4% discount on annual pre-payments.

3. Saltus owns the hardware.
1. Saltus will replace defective equipment at no additional cost.

2. Saltus will refresh old equipment as its useful life ends – as jointly agreed upon by Saltus and the customer.
3. The customer is responsible for lost, damaged or stolen equipment. In the event of a loss, Saltus will provide the customer with new equipment and invoice the customer for the depreciated value of the hardware based on an estimated useful life of 48 months.

4. **NOTE:** The use of existing tablet computers, barcode scanners and/or printers must be approved by Saltus. If approved, customer must provide a minimum of two of each existing device types for system configuration and testing purposes.
5. **NOTE:** Saltus does NOT provide hardware installation services. The Customer is responsible for installing all hardware.

4. **No contract term obligation** – if the Customer is dissatisfied at any point with Saltus or digiTICKET Customer can provide 60-day written notice and return all hardware with no penalty.
5. Additional units can be added or subtracted at any time with a simple adjustment to the monthly invoice.
6. Customer may convert this digiTICKET Solution as a Service Agreement to a Purchase Agreement if requested in writing by the Customer. Upon acceptance by Saltus, a portion of the payments received by Saltus under this Agreement will be applied to the purchase price of the digiTICKET Solution. Percentages of received payments vary depending on number of payments made under this Agreement. 25% of total payments received by Saltus under this Agreement will be applied to the purchase of the digiTICKET solution if such purchase is made after 6 months and less than 12 months from the date of this Agreement. 50% of total payments received by Saltus under this Agreement will be applied to the purchase of the digiTICKET solution if such purchase is made after 12 months and less than 24 months from the date of this Agreement. 75% of total payments received by Saltus under this Agreement will be applied to the purchase of the digiTICKET solution if such purchase is made after 24 months from the date of this Agreement.

END OF PAGE ONLY

2.0 SCOPE OF THE AGREEMENT

Saltus will provide Customer with the digiTICKET electronic ticketing solution as a monthly service offering. The service offering will provide the following:

- digiTICKET Software
 1. A digiTICKET software license for the term of the Agreement, including:
 2. The software license includes:
 1. A single web server license which includes access to the administrative website

1. **NOTE:** The web application is designed for, and should be accessed using a Microsoft Internet Explorer browser
 2. Mobile client software licenses for sixteen (16) tablet computers
 3. Mobile interface license for 16 tablets
 3. The software will be provided as-is, configured for the Customer. This means no new functionality will be developed specifically for the Customer, unless otherwise agreed upon and included within the pricing section of this Agreement. However, the software will be configured specifically for the Customer. Configuration of software includes items such as:
 1. Updating the list of violations and bond amounts
 2. Updating required fields on the mobiles software
 3. Updating web server user permissions
 4. Creating one custom report
 5. Creating at least one electronic data file export for integration with Court or Records Management System(s).
- Software maintenance provided through periodic release updates to the Customer and server software for the term of this Agreement.
- All hardware and consumables required to utilize the digiTICKET solution, including:
 1. Rugged, USB connected DL scanners
 2. Rugged, mobile Bluetooth printers
 3. All necessary charging cables, mounts, and/or carrying cases
 4. Thermal printer paper
- Hardware support and maintenance will be provided by Saltus, including:
 1. Replacement devices, due to normal wear and tear issues and mechanical failure
 2. Replacement devices when the Customer and Saltus mutually agree that the useful life of the devices have passed
 3. The Customer must reimburse Saltus for lost, damaged or stolen devices. Reimbursement amounts to be determined by Saltus based on purchase price and age of the device.
- Implementation and training services will be provided to configure and deploy the digiTICKET solution for the Customer:
- **Requirements Definition:** Saltus will facilitate a workshop with subject matter experts from various Customer departments to ensure that the digiTICKET Solution is configured specifically the way the Customer has requested.
- **System Configuration:** Once all requirements are documented, digiTICKET is then configured to meet such requirements. This includes the setup of all ordinances, user roles

and permissions, printed ticket formatting, mobile client configuration, report development, interface creation and testing, etc.

- **User Acceptance Testing:** Once configured, Saltus will then facilitate a user acceptance testing session in a classroom setting with key Customer personnel. This session is conducted to ensure that the system is configured as requested by the Customer.
- **Training:** digiTICKET is extremely easy to use. Training of each end user typically takes no more than two hours. Saltus' preference is a "Train the Trainer" approach which would include training the trainers as well as providing end user training to the satisfaction of the Customer. Training shall include:
 - Complete classroom, hands-on training
 - Train the Trainer accommodations for on-going training
 - User manual, classroom materials and tip sheets for users
- **Deployment:** After training, the digiTICKET Solution is deployed and Saltus then provides end user support and system maintenance and updates for the term of this Agreement.
- **Support:** The Customer will appoint up to two individuals as Primary Points of Contact (PPCs) who will serve as an interface between Saltus and the Customer.

Optional Professional Services

As part of this Agreement, the Customer will receive future product release upgrades for the term of this Agreement. However, if the Customer requires unique enhancements, integration services to back office systems or custom reports, Saltus has an experienced professional services team that can provide assistance at an additional charge.

If not separately priced, Saltus currently provides these services at \$125 per hour. In addition, the Customer would be responsible for any travel and living expenses, which are billed at actual cost and only as preapproved by the Customer.

Miscellaneous

It is understood and agreed by the parties that:

- The Customer and Saltus will each appoint Project Leads for this project. The Project Leads will serve as the Primary Point of Contact (PPC) for the respective parties.
- The Customer will appoint Administrators that will train and provide first level support to Customer users. These individuals can be the same individual as the PPC if so desired.
- The Customer Administrators will be the single point of contact between Saltus Support Services and the Customer.
- Changes to project scope can affect time estimates required for implementation and will be mutually agreed to and confirmed in writing.
- Saltus may perform User Acceptance Testing and Training activities remotely utilizing webinar and teleconferencing technologies.
- Saltus will not provide installation services for vehicle docks or mounts.
- The Customer will provide a full-time internet connection to facilitate the synchronization of tickets from the ticket writing devices to the digiTICKET server.
- Fees charged by Court or RMS system vendors are not included as part of this Agreement, and must be negotiated separately between the Customer and each respective vendor.
- The monthly fees set forth in this Agreement include services for configuring digiTICKET to meet Customer's ticketing specifications on the mobile units and the server application.

- The web application should be accessed using a Microsoft Internet Explorer browser.
- Saltus will host the digiTICKET web application.
- **digiTICKET is capable of parsing driver's license and state person and vehicle returns. Please note that each state's DL encryption and block text returns can be formatted differently or omit specific data elements. digiTICKET parsing is directly impacted by the quality of DL data, text returns, and sample data supplied during configuration.**

3.0 digiTICKET SOFTWARE LICENSE

This Software License covers the Saltus software that is the subject of this Agreement, which includes computer software and may include associated media, printed materials, "online" or electronic documentation, and Internet-based services ("Software"). Customer agrees to be bound by the terms of this Section 3.0 by installing, copying, or otherwise using the Software.

1. GRANT OF LICENSE. SALTUS grants Customer the following rights provided that Customer complies with all terms and conditions of this Section 3.0: a) SALTUS grants to Customer a nonexclusive license to use copies of the Software, provided that for each individual using the Software within Customer's organization, Customer has acquired a separate and valid license for each user device as may be required by SALTUS. b) Customer may make and use an unlimited number of copies of any documentation, provided that such copies shall be used only for Customer's purposes pursuant to this Agreement and are not to be republished or distributed (either in hard copy or electronic form) beyond Customer premises. c) Customer may also store or install a copy of the Software on a storage device, such as a network server, used only to install or run the Software on computers used by a licensed end user in accordance with a) above. d) Software provided by SALTUS may not be distributed to any individual, third party or entity that exists external to Customer's organization or for any purpose other than use of the Software for Customer.

2. RESERVATION OF RIGHTS AND OWNERSHIP. SALTUS reserves all rights not expressly granted to Customer in this Agreement. The Software is protected by copyright and other intellectual property laws and treaties. SALTUS owns the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold.

3. LIMITATIONS ON DECOMPIlation, AND DISASSEMBLY. Customer may not reverse engineer, decompile, or disassemble any Software provided in compiled or object code form, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

4. NO RENTAL/COMMERCIAL HOSTING. Customer may not rent, lease, lend or provide commercial hosting services with the Software.

5. CONSENT TO USE OF DATA. Customer agrees that SALTUS and its affiliates may collect and use technical information gathered as part of the product support services provided to Customer, if any, related to the Software. SALTUS may use this information solely to improve our products or to provide customized services or technologies to Customer and will not disclose this information in a form that personally identifies Customer.

6. ADDITIONAL SOFTWARE/SERVICES. This Software License applies to updates, supplements and add-on components of the Software that SALTUS may provide to Customer or make available to Customer after the date Customer obtains the initial copy of the Software, unless SALTUS provides other terms along with the update, supplement, add-on component.

7. NOT FOR RESALE SOFTWARE. Software provided by SALTUS may not be sold or otherwise transferred for value, or used for any purpose other than Customer's application of the Software pursuant to this Agreement.

8. EXPORT RESTRICTIONS. Customer acknowledges that the Software is subject to U.S. export jurisdiction and agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by U.S. and other governments.

9. SOFTWARE TRANSFER & ASSIGNMENT. All rights to use of Software provided by this Agreement are for the sole use of Customer and may not be transferred, assigned, directly or indirectly without prior written authorization from SALTUS.

10. TERMINATION. Without prejudice to any other rights, SALTUS may terminate the Software License if Customer fails to comply with the terms and conditions of this Agreement. In such event, Customer shall destroy all copies of the Software and all of its component parts.

4.0 Other Terms

1. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SALTUS DISCLAIMS ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, AND OF FITNESS FOR A PARTICULAR PURPOSE.

2. EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SALTUS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER.

3. LIMITATION OF LIABILITY AND REMEDIES. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT OR ANYTHING ELSE), THE ENTIRE LIABILITY OF SALTUS AND ANY OF ITS SUPPLIERS UNDER ANY PROVISION OF THIS AGREEMENT AND CUSTOMER'S EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO THE GREATER OF THE ACTUAL DAMAGES CUSTOMER INCURS IN REASONABLE RELIANCE ON THE SOFTWARE UP TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR USE OF THE SOFTWARE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. CUSTOMER AGREES THAT THE PRICE UNDER THIS AGREEMENT WOULD BE SUBSTANTIALLY HIGHER BUT FOR THESE LIMITATIONS.

4. APPLICABLE LAW. Any contracts or agreements between SALTUS and Customer resulting from and including this Agreement and any other accompanying documents shall be controlled and interpreted in accordance with the laws of the State of Kansas and should any conflict arise concerning any terms of such agreements or contracts which results in litigation, the forum for such litigation and the venue thereof shall lie in the District court in and for Bonner Springs, State of Kansas.

5. ENTIRE AGREEMENT; SEVERABILITY. This Agreement (including any addendum or amendment to this Agreement) are the entire agreement between Customer and SALTUS and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this Agreement. To the extent the terms of any SALTUS policies or programs conflict with the terms of this Agreement, the terms of this Agreement shall control. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.



5.0 SIGNATURE

Pricing

digiTICKET Solution as a Service pricing (as defined above) is \$1,392 per month.

If the Customer prefers to avoid monthly payments, Saltus provides discounts for prepaying 6 months (2%) or 12 months (4%) in advance. Based on the total monthly price above, prepayment discounts would be:

1. 6 months in advance = \$344 in ANNUAL savings
2. 12 months in advance = \$668 in ANNUAL savings

If the Customer chooses to cancel the Agreement, Saltus shall provide the Customer a refund of the prepayment prorated to the cancellation date per the terms of this Agreement.

The Customer can add or remove units as needed. If total number used increases or decreases to a different pricing level, the total monthly fee will be adjusted by Saltus as necessary.

All invoices are NET 30.

Term and Termination

The term of this Agreement is one (1) year. However, the Customer may terminate this Agreement for any reason with 60 days prior written notice to Saltus. Upon termination, the Customer must return all equipment and unused paper. Upon such termination, provided the Customer is not in default under this Agreement, Saltus will refund prepayments pro-rated to reflect the termination date.

Either party may terminate this Agreement upon a default of the other party under this Agreement, provided such default remains uncured for thirty (30) days from the date of written notice from the non-defaulting party to the other party specifying such default.

Saltus reserves the right to increase future monthly pricing (on an annual basis) to reflect changes in costs of service offerings, etc.

Signatures

By signing and returning this document you are signifying the acceptance of the Agreement and the terms and conditions as outlined above. This Agreement can only be modified when both parties agree in writing.

"Customer"

City of Bonner Springs
By: [Signature]
Name: Sean Pedersen
Title: City Manager
Date: 7-31-18

"Saltus"

Saltus Technologies, LLC
By: [Signature]
Name: ERIC C. FULTZ
Title: PRESIDENT/CEO
Date: 8/8/18



6.0 CUSTOMER CONTACT FORM

PO Number: 48411

Tax Exempt Status/Certificate Number:

Primary Police Contact:

Name: Billy NAFF

Address: 13001 METROPOLITAN AVE.

City: BONNER SPRINGS State: KS Zip: 66012

Phone: 913-422-7800

Email: bnaфф@bonnersprings.org

Primary Court Contact:

Name: JULIE HURLEY

Address: 13001 METROPOLITAN AVE.

City: BONNER SPRINGS State: KS Zip: 66012

Phone: 913-422-7800

Email: jhurley@bonnersprings.org

Primary Billing Contact:

Name: TILLIE LAPLANTE

Title: FINANCE DIRECTOR

Billing Address: P.O. BOX 38

City: BONNER SPRINGS State: KS Zip: 66012

Phone: 913-667-1909

Email: tilliel@bonnersprings.org

Kansas Department of Revenue

Sales and Use Tax Entity Exemption Certificate

The Kansas Department of Revenue certifies this entity is exempt from paying Kansas sales and/or compensating use tax as stated below.

Kansas Exemption Number: KS2YMS40BF

Expiration Date: 10/01/2020

The tax-exempt entity understands and agrees that if the tangible personal property and/or service are used other than as stated, or for any purpose that is not exempt from the tax, the tax exempt entity is liable for the state and local sales or use tax. The unlawful or unauthorized use of this certificate is expressly prohibited, punishable by fine and/or imprisonment. The certificate is issued for the sole use of the exempt entity as named.

City of Bonner Springs
205 E 2nd
PO Box 38
Bonner Springs, KS 66012-1914



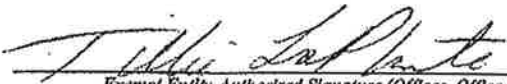
EXEMPT ENTITY INFORMATION:

Authorization and scope:

- K.S.A. 79-3606(b) & (d) - State of Kansas, political subdivisions of the state of Kansas (Kansas cities, counties, townships, special districts), nonprofit hospitals, and blood, tissue, or organ banks.
- Exemption applies to all direct purchase, rental or lease of tangible personal property and services, except purchases made for any business activity specifically taxable and indirect purchases by a contractor for a real property project except as noted below.

Limitations:

- Only direct purchases are exempt through the use of this certificate.
- Except for state government, this entity qualifies for exemption on indirect purchases by a contractor through the issuance of a Project Exemption Certificate (PEC). Apply on-line at KDOR's web site: www.ksrevenue.org. The only State of Kansas agency allowed a PEC is a Kansas correctional institution. Indirect purchases by all other state agencies are subject to sales tax.
- This exemption does not apply to the purchase of any construction machinery, equipment or tools by a contractor used in constructing, maintaining, repairing, enlarging, furnishing or remodeling facilities for the exempt entity.
- All purchases of goods and services used in a business that is specifically taxable by the Sales Tax Act are subject to tax. This includes operation of a utility, restaurant, and selling of goods or services at retail.


Exempt Entity Authorized Signature (Officer, Office Manager or Administrator)
Tillie LaPlante, Finance Director
Printed Name

48-6033148

Federal ID Number

Date

RETAILER INFORMATION:

- To qualify for exemption, the certificate must have an expiration date in the future and be signed by an authorized individual.
- Payment must be made by the entity on their checking account or on a credit/debit card issued to the entity. Acceptance of cash, personal checks, or personal credit/debit cards is not allowed for a tax exempt purchase.
- The entity must have a Kansas exemption certificate. Exemption certificates issued by other states are not valid in Kansas.
- Retailers are required to maintain a copy of the purchaser's certificate in their records for at least 3 years from the date of purchase. Retailers must maintain a current certificate on file.
- Selling tax exempt goods or services that are not exempt by statute may result in the assessment of tax.
- A completed certificate may be used as a blanket exemption for future purchases when of the same type and for the same exempt purpose.

Seller's name and address

Description of goods and/or services purchased

For additional information on Kansas sales and use taxes see Publication KS-1510, *Kansas Sales Tax and Compensating Use Tax* and Publication KS-1520, *Kansas Exemption Certificates*, located at: www.ksrevenue.org Questions would be directed to Taxpayer Assistance at 785-368-8222.

PR-78KS
(07/14)

City Manager's Update

Date: September 9, 2022

To: Mayor and City Council

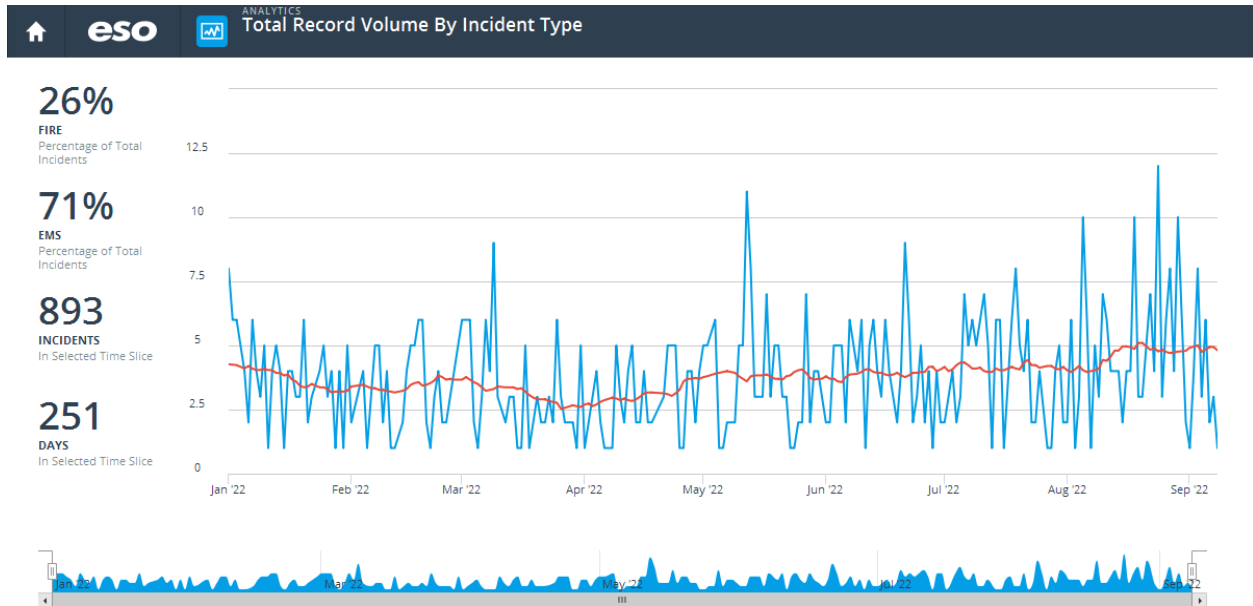
General

- A survey is available on our website at www.bonnerrsprings.org/bsfm to obtain feedback on the Farmers' Market Pavilion location preference. The flier is attached. We've received 84 responses to date. The current placement leader is Centennial Park, followed by a tie between Elm Street and the green space south of the Police Station. Majority of respondents are from residents and visitors.
- Information for the City's upcoming sales tax ballot questions can be found at www.bonnerrsprings.org/salestax. Staff is working on additional information to send out in the coming weeks before the election.

Public Works

- **K7 & Canaan intersection** – Temporary signal system is in place and functioning. Pursuing direction from KDOT on replacement signals and masts. Estimated take another 6 to 8 months due to materials needed.
- Public Works Department work on Tiblow Days, 85 hours of OT plus normal daily work.
- Preparing for Caboose Painting project at Centennial Park
- Playground surfacing replacement at Lions Park imminent, pending contractor schedule

Fire



- High number of mutual aid call to support Bonner Springs over the past week. Call volumes simply increasing with increasing number of 2nd out events during a typical call cycle. Majority of incidents related to EMS incidents.

Recreation

- City Wide Yard Sale on Saturday, September 24th. \$5 to list your sale with Parks & Rec. Interactive map of listed sales available on Friday, September 23rd on website and Facebook.
- Mark your calendars for this year's Halloween event! Saturday, October 29th from 3PM-6PM at the Agricultural Hall of Fame! For just \$10 per car, you and whomever you can safely transport gets access to a tractor hayride, train ride, story trail, games, prizes, photo contest and more! Concessions will be available for additional purchase. Staff is currently seeking sponsorship for games and prizes, please email nbrungardt@bonnersprings.org if interested or register as a sponsor online at <https://bit.ly/3cRPNFg>
- Space is limited, register for the following trips today! Weston, MO (10/19); Golden Eagle Casino (11/2); and Holiday Lights Tour (11/30). Register online at <https://bit.ly/3cRQmPo> or at the Community Center.
- The \$2,500 startup grant for Camp Great Adventure was used to pay for admission for 3 field trips and a bus driver for the entire summer's transportation (this included 2 trips to the pool each week and transportation to weekly field trips)

ELECTRONIC RECYCLING

AT THE BONNER SPRINGS FARMERS MARKET

Saturday, September 24, 2022

8 a.m. to Noon | Centennial Park



Bring your old electronics for recycling. Fees apply for some items (old tube televisions for example).

Check out the link for fees on items and what is free to recycle.

www.mrcrecycling.net

ELECTRONIC RECYCLING

**September 24
@ Bonner Springs
Farmers' Market**

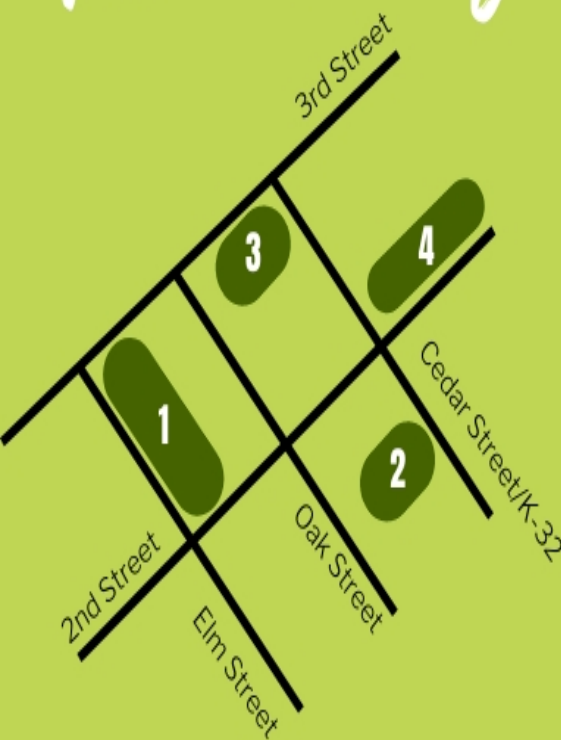
Here's an example of free items for recycling:

- Desktop PCs & Laptops
- MacBooks & iPads & Tablets
- Keyboards, computer mice, speakers, webcams, modems, routers, servers, amplifiers, cameras, DVRs, video games and consoles, cell phones, home appliances, exercise equipment and lawn/garden equipment.



LETTUCE

Know Your Thoughts



Farmers' Market Pavilion Location Options:

The City has funding in our Capital Improvements Fund to add a permanent pavilion structure to a city public parking lot. We want to know where you think the pavilion would be best. Tell us which location you think would be best and help the Farmers' Market thrive! This pavilion would be a covered structure that could be used for downtown events or a rentable park shelter for private events. We appreciate your thoughts!

- 1 → Elm Street Parking Lot (adjacent to Kelly Murphy Park)
- 2 → Centennial Park Parking Lot (adjacent to the yellow caboose)
- 3 → Cedar Street Parking Lot (across from City Hall)
- 4 → Next to Police Station (across from Post Office)



Tell Us Your Choice at
www.BonnerSprings.org/BSFM

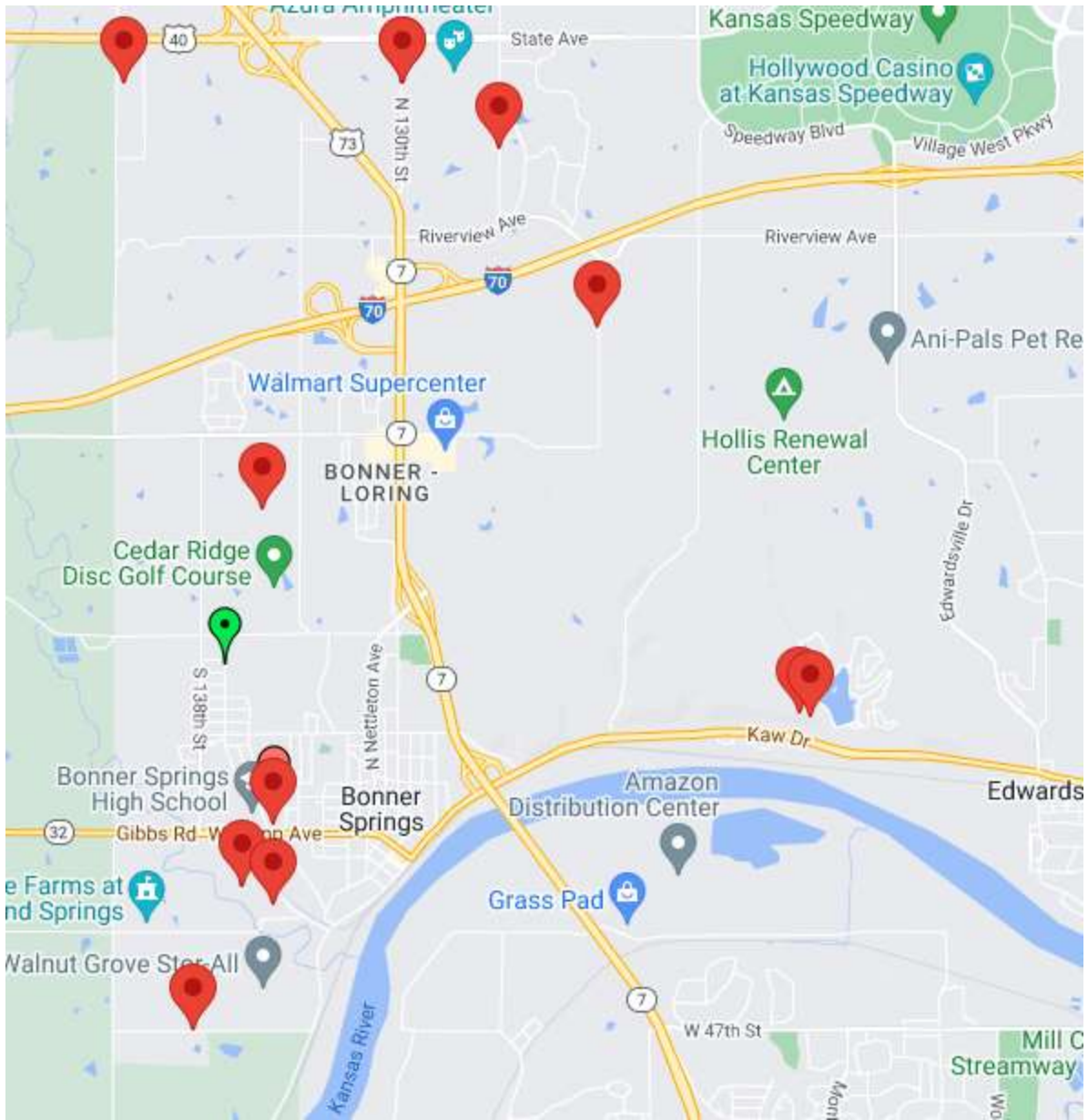


REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 8/15/2022 THRU 9/4/2022

STATUS: OPENED, COMPLETED

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION	0
COMMERCIAL REMODEL	2
COMMERCIAL ROOF.....	0
DECK.....	0
DRIVEWAY.....	0
DEMOLITION	0
ELECTRICAL	4
FENCE	3
FIREWORKS.....	3
GENERAL INSPECTION.....	2
MECHANICAL	0
OPEN FLAME	2
PLUMBING	4
POOL, ABOVE GROUND.....	0
POOL, IN GROUND	0
RESIDENTIAL ACCESSORY STRUCTURE	0
RESIDENTIAL MANUFACTURED MOVE-IN	1
RESIDENTIAL NEW/ADDITION	0
RESIDENTIAL REMODEL	0
RIGHT OF WAY	0
SIGN	0
TENT.....	4
UTILITIES OFF	1
=====	
TOTAL NEW PERMITS.....	26
 TOTAL ACTIVE PERMITS	 141



Planning Pending Projects List																
Case No.	Application Date	Project Name	Address	Project Type	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
JULY SUBMITTALS																
BSRZ-01-22	July 28, 2022	Eldon Hix Property	11933, 11935, 11937, 11939 Kaw Drive	Rezoning	PULLED			September 20, 2022		October 10, 2022		Eldon Hix	C-2	I-1	1	0.5
ST-05-22	August 15, 2022	Whale Tail RV and Boat Storage	13829 Gibbs Rd	Site Plan	PENDING			October 20, 2022				James Parsons	I-2	I-2	1	11.49+/-
AUGUST SUBMITTALS																
BSCSP-01-22	August 15, 2022	Nettleton Logistics Center	1209 S. 130th St	Comp Plan Change	PENDING			October 18, 2022	PENDING	November 14, 2022	PENDING	Nettleton Seven North Associates	MX	I-1	1	68.56+/-
BSRZ-02-22	August 15, 2022	Nettleton Logistics Center	1209 S. 130th St	Rezoning	PENDING			October 18, 2022	PENDING	November 14, 2022	PENDING	Nettleton Seven North Associates	C-2/R-3	I-1	1	68.56+/-
SUP-07-22	August 29, 2022	Ad Trend Billboard Upgrade	12700 Kaw Drive	Special Use Permit - Upgrade Billboard to Digital	PENDING			October 18, 2022		November 14, 2022		Ad Trend Inc.	I-1	NA	1	NA

CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

INCIDENT CODE: * - All

USER: mstites

DATES: 8/15/2022 THRU 9/4/2022

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH	0	7	1
GENERAL	6	57	15
INOP/UNLIC/ON-GRASS	7	90	11
OUTSIDE STORAGE	12	112	18
PERMIT CHECK.....	0	87	0
PROPERTY MAINTENANCE	3	50	10
SIGNS.....	0	204	0
SNOW & ICE.....	0	8	0
TALL GRASS/WEEDS	9	26	60

=====

TOTALS37.....641.....115

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

