



City of Bonner Springs

KANSAS

Monday, March 13, 2023

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

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

The meeting is open to the public.

CITY COUNCIL MEETING - 7:30 P.M.

1. Proclamation - National Transit Drivers Day

Action

Recommendation

Documents:

2. Wyandotte County Appraiser Valuations Update

Action

No action to be taken - Informational purposes only

Recommendation

Documents:

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

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

CONSENT AGENDA

1. Minutes of the February 27, 2023 City Council Meeting

Action

Make a motion to approve the minutes as presented.

Recommendation

Staff recommends approval.

Documents:

1. 02272023 CCM Minutes

2. Claims for City Operation

Action

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

Recommendation

Staff recommends approval.

Documents:

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

OLD BUSINESS

NEW BUSINESS

1. Child Care Sustainability Grant - Allocation of Funds

Action

Make a motion to approve allocating the Child Care Sustainability Grant funds in the total amount of \$42,400 as presented.

Recommendation

Staff recommends approval.

Documents:

2. Water Treatment Plant Project -Property Acquisition

Action

Make a motion to approve the agreement for acquisition of permanent and temporary easements along K-32 for the Water Treatment Plant Project in the amount of \$72,924 and authorize the City Manager to execute the documents.

Recommendation

Public Works Director recommends approval.

Documents:

1. K-32 Utility Easement Agreement Signed by LO

3. Water Treatment Plant - Change Order #1

- Action Make a motion to approve Change Order No. 1 for the Water Treatment Plant Project in the amount of \$786,964 for upgrades to support fire flow requirements to the Lake Of The Forest subdivision.
- Recommendation Public Works Director recommends approval.
- Documents:
1. Bonner Springs WTP - Change Order-01
 2. Att A - LOTF Change Order

REPORTS

1. City Manager's Report

- Action
- Recommendation
- Documents:
1. 3.6.23_Pending_Project_List
 2. InCode_Building_Permit_Report
 3. InCode_Code_Enforcement_Report
 4. City Managers Update 3-10-23

2. City Council Items

3. Mayor's Report

Memorandum

Date: March 13, 2023
To: Mayor and City Council
From: Christina Brake

Subject: Minutes of the February 27, 2023 City Council Meeting

Recommendation: Staff recommends approval.

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

Background:

Discussion:

Financial Impact:

City Council Minutes – Regular Meeting – February 27, 2023

The Bonner Springs City Council met in Workshop session at 6:00 p.m.

Councilmembers present: Mayor Harrington, Shannon, Long, McMahan, Wood, Gurley, Stephens and Reeves (arrived 6:27pm).

Councilmember Kipp was absent.

City staff present: Sean Pederson, City Manager; Chris Brake, City Clerk; Amber Vogan, Assistant City Manager; Tillie LaPlante, Finance Director; Mark Lee, Community Development Director; Jack Granath, Library Director; Megan Gilliland, Economic Development Coordinator; Mark Stites, Nuisance Codes Officer; Scott Hoch, Fire/EMS Chief and Chris Jennings, Deputy Fire/EMS Chief.

1. Department Year End Reviews for 2022 – Fire/EMS, Library, Community Development, Economic Development and City Clerk departments presented their year-end reviews.

The Workshop session adjourned at 7:21 p.m.

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

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

City staff present: Sean Pederson, City Manager; Chris Brake, City Clerk; Amber Vogan, Assistant City Manager; Tillie LaPlante, Finance Director; Mark Lee, Community Development Director; Jack Granath, Library Director; Megan Gilliland, Economic Development Coordinator; Mark Stites, Nuisance Codes Officer; Scott Hoch, Fire/EMS Chief and Chris Jennings, Deputy Fire/EMS Chief.

The Mayor led the Pledge of Allegiance to the Flag of the United States of America and Councilmember Shannon led the invocation.

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 February 13, 2023 City Council Meeting
2. Public Use Request – Bonner Springs Farmers' Market
3. Claims for City Operations
4. Challenger Sports 2023 Soccer Camp Agreement
5. 4th Quarter 2022 Financial Reports

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

OLD BUSINESS – None presented.

NEW BUSINESS –

1. **Demolition of 715 N. 141st Street** – Stephens moved and Shannon seconded to award the bid to demolish 715 N. 141st Street to Kaw Valley Companies for an amount not to exceed \$11,850 should the owner not commence removal of the structure by March 3, 2023. Unanimous approval.

REPORTS

Item No. 1: City Manager's Report:

- City staff is continuing efforts on letting the 138th St project this fall. Currently working with the gas company regarding lines along the corridor.
- Activity is beginning on the new water treatment plant site. The groundbreaking will take place on March 30th at 1p.m.

Item No. 2: City Council Items

- Long invited everyone to the Farmers Market meeting on Thursday at 6 p.m. in the Council room. Please refer anyone you know who is interested in being a vendor.
- Reeves stated he hasn't seen any activity regarding putting a fence around 112-120 Oak Street.

Item No. 3: Mayor's Report

- Happy to be invited to participate in the Mayor/CEO's Prayer Breakfast this morning. Honored that Ollie Jarrett was one of the prayer providers.
- The Commission will be considering the County Administrator selection on Thursday.
- Will be providing information about our fire department at the commission meeting.
- City Staff will send a schedule of City Council meetings to Mayor Garner's office.

_____ Christina Brake, City Clerk

Memorandum

Date: March 13, 2023
To: Mayor and City Council
From: Sarah Frehe

Subject: Claims for City Operation

Recommendation: Staff recommends approval.

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

Background: Staff enclosed the supplement claims for City operations in the amount of \$ 8,552.27 and the regular claims in the amount of \$ 490,192.37.

Discussion:

Financial Impact:



Bonner Springs, KS

Check Register

Packet: APPKT00540 - Payroll Check Run 3/2/2023

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
	Void	03/03/2023	Regular	0.00	0.00	150608
	Void	03/03/2023	Regular	0.00	0.00	150609
	Void	03/03/2023	Regular	0.00	0.00	150610
2470	ATMOS ENERGY	03/03/2023	Regular	0.00	56.78	150611
7513	HSA BANK	03/03/2023	Regular	0.00	7,104.84	150612
9879	MAINSTREET CREDIT UNION	03/03/2023	Regular	0.00	865.00	150613
1321	WESTLAKE HARDWARE	03/03/2023	Regular	0.00	525.65	150614
	Void	03/03/2023	Regular	0.00	0.00	150615

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	27	4	0.00	8,552.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	27	8	0.00	8,552.27



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Post Dates 3/2/2023 - 3/2/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 2470 - ATMOS ENERGY				
ATMOS ENERGY	0002567	03/02/2023	GAS SERVICE	56.78
Vendor 2470 - ATMOS ENERGY Total:				56.78
Vendor: 7513 - HSA BANK				
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	2,354.84
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	187.50
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	125.00
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	125.00
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	250.00
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	562.50
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	187.50
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	312.50
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	1,687.50
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	625.00
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	250.00
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	250.00
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	62.50
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	62.50
HSA BANK	0002568	03/02/2023	HEALTH SAVINGS FOR 3/3/2023...	62.50
Vendor 7513 - HSA BANK Total:				7,104.84
Vendor: 9879 - MAINSTREET CREDIT UNION				
MAINSTREET CREDIT UNION	0002569	03/02/2023	PAYROLL FOR 3/3/2023	865.00
Vendor 9879 - MAINSTREET CREDIT UNION Total:				865.00
Vendor: 1321 - WESTLAKE HARDWARE				
WESTLAKE HARDWARE	140004778	03/02/2023	SINK REPAIR	11.59
WESTLAKE HARDWARE	14004690	03/02/2023	HOSE SHUT OFF VAVLES, MISC ...	55.78
WESTLAKE HARDWARE	14004693	03/02/2023	SAFET	9.12
WESTLAKE HARDWARE	14004695	03/02/2023	PVC PIPE & CAP	17.98
WESTLAKE HARDWARE	14004698	03/02/2023	SLIDERS X2	19.98
WESTLAKE HARDWARE	14004703	03/02/2023	MISC PARTS TO INSTALL HOTW...	17.18
WESTLAKE HARDWARE	14004708	03/02/2023	SANDING DISCS	11.99
WESTLAKE HARDWARE	14004712	03/02/2023	SINK REPAIR	1.20
WESTLAKE HARDWARE	14004718	03/02/2023	PW SHOP HOSE & NOZZLE	67.98
WESTLAKE HARDWARE	14004733	03/02/2023	MISC SUPPLIES - DIST MAINT	16.99
WESTLAKE HARDWARE	14004737	03/02/2023	COPIES OF HR AND SERVER RO...	12.76
WESTLAKE HARDWARE	14004740	03/02/2023	SINK REPAIR	17.97
WESTLAKE HARDWARE	14004742	03/02/2023	SHOVEL, PLIERS, & ZIP TIES VID ...	68.86
WESTLAKE HARDWARE	14004749	03/02/2023	LOPPERS/PRUNER SET - DIST M...	29.99
WESTLAKE HARDWARE	14004751	03/02/2023	SILICONE	12.99
WESTLAKE HARDWARE	14004760	03/02/2023	FITTING TO REPAIR HOSE @ PA...	13.99
WESTLAKE HARDWARE	14004762	03/02/2023	36" SIPHON PUMP VID #528	49.99
WESTLAKE HARDWARE	14004763	03/02/2023	PART FOR SPREADER - VID #553	1.79
WESTLAKE HARDWARE	14004768	03/02/2023	ASSORTED HOSE CLAMP PARTS	9.99
WESTLAKE HARDWARE	14004774	03/02/2023	SINK REPAIR	6.59
WESTLAKE HARDWARE	14004776	03/02/2023	SINK REPAIR	9.40
WESTLAKE HARDWARE	14004777	03/02/2023	SINK REPAIR	26.56
WESTLAKE HARDWARE	14004789	03/02/2023	ELECTRICAL ADAPTER PLUG - ...	19.99
WESTLAKE HARDWARE	14004796	03/02/2023	GORILLA TAPE - PARKS MAINT	14.99
Vendor 1321 - WESTLAKE HARDWARE Total:				525.65
Grand Total:				8,552.27



Bonner Springs, KS

Check Register

Packet: APPKT00547 - 3/7/2023 Main Check Run

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK-AP BANK						
	Void	03/09/2023	Regular	0.00	0.00	150616
7484	1138, INC	03/09/2023	Regular	0.00	20.00	150617
11701	ALL COPY PRODUCTS INC	03/09/2023	Regular	0.00	1,644.52	150618
12190	ALYSSA MILLER	03/09/2023	Regular	0.00	100.00	150619
10078	AMAZON CAPITAL SERVICES, INC AMA	03/09/2023	Regular	0.00	1,510.47	150620
6656	ANCHOR SALES & SERVICE	03/09/2023	Regular	0.00	231.75	150621
7449	APEX ENVIROTECH, INC.	03/09/2023	Regular	0.00	2,676.00	150622
5184	AT & T MOBILITY	03/09/2023	Regular	0.00	3,233.34	150623
1461	AUGUSTINE EXTERMINATORS	03/09/2023	Regular	0.00	87.81	150624
0117	BOARD OF PUBLIC UTILITIES ATTN: AC	03/09/2023	Regular	0.00	2,711.31	150625
11303	BRITTANY LENTZ	03/09/2023	Regular	0.00	45.00	150626
11759	BURNS & MCDONNELL	03/09/2023	Regular	0.00	149,939.87	150627
11793	CHARTER COMMUNICATIONS HOLDING	03/09/2023	Regular	0.00	603.56	150628
10027	CINTAS	03/09/2023	Regular	0.00	224.67	150629
0213	COLEMAN EQUIPMENT INC	03/09/2023	Regular	0.00	115,804.13	150630
11987	COOL HEAT KC LLC	03/09/2023	Regular	0.00	199.99	150631
11815	CREATIVE COMMUNITIES ALLIANCE	03/09/2023	Regular	0.00	100.00	150632
0014	DEFFENBAUGH INDUSTRIES INC WM C	03/09/2023	Regular	0.00	1,695.29	150633
10964	EVERGY FKA KCP&L	03/09/2023	Regular	0.00	648.71	150634
10942	EVERGY KANSAS CENTRAL INC FKA WE	03/09/2023	Regular	0.00	13,160.23	150635
7858	GALLS, LLC	03/09/2023	Regular	0.00	106.99	150636
7383	GREAT PLAINS SOCIETY FOR PREVENTI	03/09/2023	Regular	0.00	485.00	150637
1532	GT DISTRIBUTORS	03/09/2023	Regular	0.00	509.42	150638
7242	HELGET GAS PRODUCTS INC	03/09/2023	Regular	0.00	195.78	150639
7720	IBEC, LLC	03/09/2023	Regular	0.00	60.00	150640
6791	ICON ENTERPRISES, INC.	03/09/2023	Regular	0.00	7,739.56	150641
10304	INSTITUTE FOR BUILDING TECHNOLOC	03/09/2023	Regular	0.00	4,650.00	150642
12187	JONGELETTA DUDLEY-BUSSEY	03/09/2023	Regular	0.00	762.37	150643
10214	KC AUCTION DIRECT LLC	03/09/2023	Regular	0.00	300.00	150644
11619	LESLIE LLOYD HAROLD	03/09/2023	Regular	0.00	3,999.00	150645
12188	LINDSEY FREEMAN	03/09/2023	Regular	0.00	24.00	150646
12189	LISA KRONE	03/09/2023	Regular	0.00	150.00	150647
7604	M.R.P.P. INC.	03/09/2023	Regular	0.00	249.39	150648
7036	MIDWEST PUBLIC RISK OF KANSAS, IN	03/09/2023	Regular	0.00	88,436.00	150649
12185	MO LONES	03/09/2023	Regular	0.00	105.00	150650
10494	OZARK KENWORTH INC	03/09/2023	Regular	0.00	9,091.35	150651
12186	PATRIOT LLC	03/09/2023	Regular	0.00	4,000.00	150652
10020	PDC DIESEL AND AUTO LLC	03/09/2023	Regular	0.00	1,516.87	150653
11541	PEREGRINE CORPORATION	03/09/2023	Regular	0.00	546.06	150654
3531	PERRY & TRENT LLC	03/09/2023	Regular	0.00	1,634.00	150655
11867	PI MANAGED SERVICES LLC	03/09/2023	Regular	0.00	1,499.92	150656
7022	POSTMASTER	03/09/2023	Regular	0.00	50.00	150657
6838	REJIS COMMISSION REGIONAL JUSTICI	03/09/2023	Regular	0.00	582.99	150658
11773	RONALD TILDEN	03/09/2023	Regular	0.00	69.95	150659
8822	SHAWNEE MISSION FORD INC	03/09/2023	Regular	0.00	49,750.00	150660
7670	STAPLES CONTRACT & COMMERCIAL S	03/09/2023	Regular	0.00	437.28	150661
10854	THE JATH GROUP, INC	03/09/2023	Regular	0.00	1,870.00	150662
11556	U.S. BANK EQUIPMENT FINANCE	03/09/2023	Regular	0.00	400.59	150663
6819	UNIFIRST CORPORATION	03/09/2023	Regular	0.00	605.33	150664
0915	VERIZON WIRELESS	03/09/2023	Regular	0.00	200.05	150665
7375	WATCHMEN SECURITY SERVICES	03/09/2023	Regular	0.00	177.12	150666
2043	WEIS FIRE & SAFETY EQUIPMENT	03/09/2023	Regular	0.00	4,795.00	150667

Check Register

Packet: APPKT00547-3/7/2023 Main Check Run

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
8411	WILSON & COMPANY ENGINEERS	03/09/2023	Regular	0.00	10,556.70	150668

Bank Code AP BANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	93	52	0.00	490,192.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	93	53	0.00	490,192.37

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2023	490,192.37
			<u>490,192.37</u>



Bonner Springs, KS

Expense Approval Report

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 7484 - 1138, INC				
1138, INC	228801	03/07/2023	BACKGROUND CHECKS - MT	20.00
Vendor 7484 - 1138, INC Total:				20.00
Vendor: 11701 - ALL COPY PRODUCTS INC				
ALL COPY PRODUCTS INC	33477769	03/07/2023	METER RENTAL 2/14-3/14	210.51
ALL COPY PRODUCTS INC	78515040	03/07/2023	USAGE (COPY) CHARGES	165.60
ALL COPY PRODUCTS INC	78515040	03/07/2023	LEASE/FEES	561.48
ALL COPY PRODUCTS INC	79059263	03/07/2023	USAGE (COPY) CHARGES	145.45
ALL COPY PRODUCTS INC	79059263	03/07/2023	LEASE/FEES	561.48
Vendor 11701 - ALL COPY PRODUCTS INC Total:				1,644.52
Vendor: 12190 - ALYSSA MILLER				
ALYSSA MILLER	0002582	03/07/2023	REFUND DEPOSIT - SUNFLOWER ROOM 2/18/23	100.00
Vendor 12190 - ALYSSA MILLER Total:				100.00
Vendor: 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES, IN...	13X9-RW33-P3MQ	03/07/2023	SHIPPING CREDIT	-1.38
AMAZON CAPITAL SERVICES, IN...	14FQ-RG3C-LVXI	03/07/2023	REFUND - RECORDS COATS X2	-149.95
AMAZON CAPITAL SERVICES, IN...	199H-MFGW-NLG9	03/07/2023	LABEL WRITER	199.65
AMAZON CAPITAL SERVICES, IN...	19XQ-WGC1-16N6	03/07/2023	FIRE INSPECTION TEXTBOOKS	190.00
AMAZON CAPITAL SERVICES, IN...	19XQ-WGC1-16N6	03/07/2023	WATER RESCUE VESTS X4	827.32
AMAZON CAPITAL SERVICES, IN...	1G7N-VCC4-3MXM	03/07/2023	COMMAND HOOKS	29.70
AMAZON CAPITAL SERVICES, IN...	1G7N-VCC4-6DVW	03/07/2023	WATER HEATER FLUSH	61.96
AMAZON CAPITAL SERVICES, IN...	1JJV-1H7L-3FMW	03/07/2023	JACKET FOR RECORDS	149.95
AMAZON CAPITAL SERVICES, IN...	1MQ6-KNCC-X3VT	03/07/2023	JACKET FOR RECORDS	149.95
AMAZON CAPITAL SERVICES, IN...	1PT7-MFDK-V7PP	03/07/2023	PATROL BOX FOR VEHICLES	189.95
AMAZON CAPITAL SERVICES, IN...	1VMP-76CY-PF4K	03/07/2023	SHIPPING CREDIT	-4.61
AMAZON CAPITAL SERVICES, IN...	1W1C-9DRC-13YG	03/07/2023	2023 DESK PAD CALENDAR	17.88
AMAZON CAPITAL SERVICES, IN...	1X7N-F19G-LWD4	03/07/2023	REFUND - RECORDS COAT	-149.95
Vendor 10078 - AMAZON CAPITAL SERVICES, INC AMAZON CAPITAL SERVICES Total:				1,510.47
Vendor: 6656 - ANCHOR SALES & SERVICE				
ANCHOR SALES & SERVICE	114578	12/29/2022	REPAIR ELEVATOR AT PUMP STATION-WWTP	231.75
Vendor 6656 - ANCHOR SALES & SERVICE Total:				231.75
Vendor: 7449 - APEX ENVIROTECH, INC.				
APEX ENVIROTECH, INC.	CSM03.001 JANUARY 2023	03/07/2023	CSM SAMPLING JAN 2023	2,676.00
Vendor 7449 - APEX ENVIROTECH, INC. Total:				2,676.00
Vendor: 5184 - AT & T MOBILITY				
AT & T MOBILITY	287288903469X02192023	03/07/2023	MOBILE PHONE SERVICE	45.18
AT & T MOBILITY	287288903469X02192023	03/07/2023	MOBILE PHONE SERVICE	50.24
AT & T MOBILITY	287288903469X02192023	03/07/2023	MOBILE PHONE SERVICE	456.83
AT & T MOBILITY	287288903469X02192023	03/07/2023	MOBILE PHONE SERVICE	135.54
AT & T MOBILITY	287288903469X02192023	03/07/2023	MOBILE PHONE SERVICE	1,135.21
AT & T MOBILITY	287288903469X02192023	03/07/2023	MOBILE PHONE SERVICE	187.90
AT & T MOBILITY	287288903469X02192023	03/07/2023	MOBILE PHONE SERVICE	694.92
AT & T MOBILITY	287288903469X02192023	03/07/2023	MOBILE PHONE SERVICE	350.74
AT & T MOBILITY	287288903469X02192023	03/07/2023	MOBILE PHONE SERVICE	45.18
AT & T MOBILITY	287288903469X02192023	03/07/2023	MOBILE PHONE SERVICE	131.60
Vendor 5184 - AT & T MOBILITY Total:				3,233.34
Vendor: 1461 - AUGUSTINE EXTERMINATORS				
AUGUSTINE EXTERMINATORS	2381115	03/07/2023	PEST SERVICES	87.81
Vendor 1461 - AUGUSTINE EXTERMINATORS Total:				87.81

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE				
BOARD OF PUBLIC UTILITIES AT...	0002570	03/07/2023	WATER USAGE 1/3/23 - 2/3/23	2,711.31
Vendor 0117 - BOARD OF PUBLIC UTILITIES ATTN: ACCOUNTS PAYABLE Total:				2,711.31
Vendor: 11303 - BRITTANY LENTZ				
BRITTANY LENTZ	0002580	03/07/2023	BASKETBALL REFUND FOR BREXTEN CRANER	45.00
Vendor 11303 - BRITTANY LENTZ Total:				45.00
Vendor: 11759 - BURNS & MCDONNELL				
BURNS & MCDONNELL	0002588	03/07/2023	Phase II Water Treatment Facility Project	149,939.87
Vendor 11759 - BURNS & MCDONNELL Total:				149,939.87
Vendor: 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC				
CHARTER COMMUNICATIONS HO...	00097893021423	03/07/2023	STATION INTERNET	273.58
CHARTER COMMUNICATIONS HO...	0100622021723	03/07/2023	FEBRUARY INTERNET FOR PD	329.98
Vendor 11793 - CHARTER COMMUNICATIONS HOLDINGS, LLC Total:				603.56
Vendor: 10027 - CINTAS				
CINTAS	4148026192	03/07/2023	CLEANING SERVICES	224.67
Vendor 10027 - CINTAS Total:				224.67
Vendor: 0213 - COLEMAN EQUIPMENT INC				
COLEMAN EQUIPMENT INC	13072	03/07/2023	Purchase Kubota KX080 Excavator	115,700.46
COLEMAN EQUIPMENT INC	560034	03/07/2023	CHAIN SHARPENING	12.00
COLEMAN EQUIPMENT INC	560035	03/07/2023	MIRROR KIT FOR KABOTA	91.67
Vendor 0213 - COLEMAN EQUIPMENT INC Total:				115,804.13
Vendor: 11987 - COOL HEAT KC LLC				
COOL HEAT KC LLC	3327	03/07/2023	SERVICE CALL - HEATER FAN NOT WORKING	199.99
Vendor 11987 - COOL HEAT KC LLC Total:				199.99
Vendor: 11815 - CREATIVE COMMUNITIES ALLIANCE				
CREATIVE COMMUNITIES ALLIA...	0002571	03/07/2023	SCULPTURE ON THE MOVE ANNUAL FEE	50.00
CREATIVE COMMUNITIES ALLIA...	0002571	03/07/2023	CCA ANNUAL DUES	50.00
Vendor 11815 - CREATIVE COMMUNITIES ALLIANCE Total:				100.00
Vendor: 0014 - DEFFENBAUGH INDUSTRIES INC WM CORPORATE SERVICES INC				
DEFFENBAUGH INDUSTRIES INC...	0018130-4861-6	03/07/2023	SLUDGE HAULING 2/13/23 - 2/15/23	1,695.29
Vendor 0014 - DEFFENBAUGH INDUSTRIES INC WM CORPORATE SERVICES INC Total:				1,695.29
Vendor: 10964 - EVERGY FKA KCP&L				
EVERGY FKA KCP&L	0002572	03/07/2023	SERVICE ADDRESS 12730 STATE 1/18/23 - 2/16/23	117.13
EVERGY FKA KCP&L	0002573	03/07/2023	SIREN 708 S 122ND ST	29.11
EVERGY FKA KCP&L	0002574	03/07/2023	SIREN 631 N 126TH ST	30.22
EVERGY FKA KCP&L	0002575	03/07/2023	MUNICIPAL STREET LIGHT - LED-2MILL	472.25
Vendor 10964 - EVERGY FKA KCP&L Total:				648.71
Vendor: 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC				
EVERGY KANSAS CENTRAL INC ...	0002576	03/07/2023	STREETLIGHTS	13,151.47
EVERGY KANSAS CENTRAL INC ...	0002577	03/07/2023	753 E FRONT ST TSGNL	8.76
Vendor 10942 - EVERGY KANSAS CENTRAL INC FKA WESTAR ENERGY INC Total:				13,160.23
Vendor: 7858 - GALLS, LLC				
GALLS, LLC	22864812	03/07/2023	UNIFORM SHIRTS	106.99
Vendor 7858 - GALLS, LLC Total:				106.99
Vendor: 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS				
GREAT PLAINS SOCIETY FOR PR...	0123B5	03/07/2023	ANIMAL TRANSFERS	485.00
Vendor 7383 - GREAT PLAINS SOCIETY FOR PREVENTION CRUELTY TO ANIMALS Total:				485.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 1532 - GT DISTRIBUTORS				
GT DISTRIBUTORS	INV0941390	03/07/2023	UNIFORM ITEMS - COLD WEATHER	120.60
GT DISTRIBUTORS	INV0941392	03/07/2023	UNIFORM ITEMS - COLD WEATHER	120.60
GT DISTRIBUTORS	INV0941393	03/07/2023	UNIFORM ITEMS - COLD WEATHER	133.12
GT DISTRIBUTORS	INV0941394	03/07/2023	UNIFORM ITEMS - COLD WEATHER	120.60
GT DISTRIBUTORS	UINV0017211	03/07/2023	UNIFORM ITEMS - FORTUNE	14.50
Vendor 1532 - GT DISTRIBUTORS Total:				509.42
Vendor: 7242 - HELGET GAS PRODUCTS INC				
HELGET GAS PRODUCTS INC	01979871	03/07/2023	OXYGEN	115.13
HELGET GAS PRODUCTS INC	02569025	03/07/2023	OXYGEN	39.45
HELGET GAS PRODUCTS INC	02582830	03/07/2023	Oxygen	41.20
Vendor 7242 - HELGET GAS PRODUCTS INC Total:				195.78
Vendor: 7720 - IBEC, LLC				
IBEC, LLC	7631451	03/07/2023	STATION SECURITY ALARM MONITORING	60.00
Vendor 7720 - IBEC, LLC Total:				60.00
Vendor: 6791 - ICON ENTERPRISES, INC.				
ICON ENTERPRISES, INC.	255034	03/07/2023	CIVIC CLERK - AGENDA & MINUTES MGMT	7,739.56
Vendor 6791 - ICON ENTERPRISES, INC. Total:				7,739.56
Vendor: 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY				
INSTITUTE FOR BUILDING TECH...	R730-BK1-0123	03/07/2023	INSPECTION FEES FOR JANUARY 2023	3,825.00
INSTITUTE FOR BUILDING TECH...	R730-BK1-0123	03/07/2023	PLAN REVIEW FEES FOR JANUARY 2023	825.00
Vendor 10304 - INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY Total:				4,650.00
Vendor: 12187 - JONGELETТА DUDLEY-BUSSEY				
JONGELETТА DUDLEY-BUSSEY	CBKS-22-399-1	03/07/2023	SETOFF COLLECTION	941.20
JONGELETТА DUDLEY-BUSSEY	CBKS-22-399-1	03/07/2023	SETOFF FEE	-178.83
Vendor 12187 - JONGELETТА DUDLEY-BUSSEY Total:				762.37
Vendor: 10214 - KC AUCTION DIRECT LLC				
KC AUCTION DIRECT LLC	23490	03/07/2023	UNIT 68 BRAKE ROTORS	300.00
Vendor 10214 - KC AUCTION DIRECT LLC Total:				300.00
Vendor: 11619 - LESLIE LLOYD HAROLD				
LESLIE LLOYD HAROLD	1749	03/07/2023	MIXER FOR LS #8	3,999.00
Vendor 11619 - LESLIE LLOYD HAROLD Total:				3,999.00
Vendor: 12188 - LINDSEY FREEMAN				
LINDSEY FREEMAN	0002578	03/07/2023	BASKETBALL REFUND FOR SETH FREEMAN	45.00
LINDSEY FREEMAN	0002578	03/07/2023	BASKETBALL REFUND FOR SETH FREEMAN	-11.00
LINDSEY FREEMAN	0002578	03/07/2023	BASKETBALL REFUND FOR SETH FREEMAN	-10.00
Vendor 12188 - LINDSEY FREEMAN Total:				24.00
Vendor: 12189 - LISA KRONE				
LISA KRONE	0002579	03/07/2023	REFUND DEPOSIT - SOUTH PARK 2/18/23	150.00
Vendor 12189 - LISA KRONE Total:				150.00
Vendor: 7604 - M.R.P.P. INC.				
M.R.P.P. INC.	5406	03/07/2023	TIBLOW TRANSIT	11.88
M.R.P.P. INC.	5407	03/07/2023	RESOLUTION 2023-02	44.46
M.R.P.P. INC.	5408	03/07/2023	RESOLUTION 2023-03	46.80
M.R.P.P. INC.	5434	03/07/2023	NOTICE OF PUBLIC HEARING SUP-01-23 THRU SUP-02-23	37.44

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
M.R.P.P. INC.	5435	03/07/2023	NOTICE OF PUBLIC HEARING BSZO-01-23	23.40
M.R.P.P. INC.	5446	03/07/2023	ORDINANCE NO. 2541	85.41
Vendor 7604 - M.R.P.P. INC. Total:				249.39
Vendor: 7036 - MIDWEST PUBLIC RISK OF KANSAS, INC				
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	1,485.00
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	1,125.96
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	11,237.36
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	132.40
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	5,179.52
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	1,336.20
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	1,317.20
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	6,717.35
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	8,882.28
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	1,968.60
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	3,338.60
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	22,827.15
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	6,898.33
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	4,898.70
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	4,898.70
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	698.60
MIDWEST PUBLIC RISK OF KAN...	0002581	03/07/2023	MARCH HEALTH, DENTAL & VISION INSURANCE	5,494.05
Vendor 7036 - MIDWEST PUBLIC RISK OF KANSAS, INC Total:				88,436.00
Vendor: 12185 - MO LONES				
MO LONES	2023040	03/07/2023	OIL CHANGE, FLUIDS, INSPECTION	105.00
Vendor 12185 - MO LONES Total:				105.00
Vendor: 10494 - OZARK KENWORTH INC				
OZARK KENWORTH INC	R03003700007613	03/07/2023	FIRE ENGINE SUSPENSION REPAIR	7,371.36
OZARK KENWORTH INC	R03003700007736	03/07/2023	2522 HEATER REPAIR AND MISC SERVICING	1,244.64
OZARK KENWORTH INC	R03003700007766	03/07/2023	2522 OIL CHANGE AND TIRES	475.35
Vendor 10494 - OZARK KENWORTH INC Total:				9,091.35
Vendor: 12186 - PATRIOT LLC				
PATRIOT LLC	INV1908	03/07/2023	2023 AMMUNITION ORDER	4,000.00
Vendor 12186 - PATRIOT LLC Total:				4,000.00
Vendor: 10020 - PDC DIESEL AND AUTO LLC				
PDC DIESEL AND AUTO LLC	3203	03/07/2023	AMBULANCE REPAIR 2523	1,516.87
Vendor 10020 - PDC DIESEL AND AUTO LLC Total:				1,516.87
Vendor: 11541 - PEREGRINE CORPORATION				
PEREGRINE CORPORATION	507951	03/07/2023	SECT 2 FEBRUARY UTIL BILLS (983/947)	546.06
Vendor 11541 - PEREGRINE CORPORATION Total:				546.06

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 3531 - PERRY & TRENT LLC				
PERRY & TRENT LLC	03244	03/07/2023	LEGAL PROFESSIONAL SERVICES 1/1/23 - 2/28/23	1,634.00
Vendor 3531 - PERRY & TRENT LLC Total:				1,634.00
Vendor: 11867 - PI MANAGED SERVICES LLC				
PI MANAGED SERVICES LLC	38	03/07/2023	FIREWALL SERVER	1,249.92
PI MANAGED SERVICES LLC	INV000998	03/07/2023	IT SERVICE - J. ALTHOUSE COMPUTER/PRINTER/PHONE	125.00
PI MANAGED SERVICES LLC	INV0010100	03/07/2023	IT SERVICE - PW OFFICE	125.00
Vendor 11867 - PI MANAGED SERVICES LLC Total:				1,499.92
Vendor: 7022 - POSTMASTER				
POSTMASTER	0002584	03/07/2023	RESTITUTION - SAVANNAH SCHRODER	50.00
Vendor 7022 - POSTMASTER Total:				50.00
Vendor: 6838 - REJIS COMMISSION REGIONAL JUSTICE INFORMATION				
REJIS COMMISSION REGIONAL ...	502460	03/07/2023	MAIN AND SUPPORT - IMDSPLUS	582.99
Vendor 6838 - REJIS COMMISSION REGIONAL JUSTICE INFORMATION Total:				582.99
Vendor: 11773 - RONALD TILDEN				
RONALD TILDEN	105720	03/07/2023	UNIT 49 OIL AND FITLER SERVICE	69.95
Vendor 11773 - RONALD TILDEN Total:				69.95
Vendor: 8822 - SHAWNEE MISSION FORD INC				
SHAWNEE MISSION FORD INC	0002583	03/07/2023	2023 FORD POLICE INTERCEPTOR WARRANTY	1,745.00
SHAWNEE MISSION FORD INC	0002583	03/07/2023	2023 FORD POLICE INTERCEPTOR	48,005.00
Vendor 8822 - SHAWNEE MISSION FORD INC Total:				49,750.00
Vendor: 7670 - STAPLES CONTRACT & COMMERCIAL STAPLES BUSINESS ADVANTAGE				
STAPLES CONTRACT & COMME...	80693121230	03/07/2023	HDMI CABLE	7.69
STAPLES CONTRACT & COMME...	80693121230	03/07/2023	INK FOR PRINTER	111.92
STAPLES CONTRACT & COMME...	80693121230	03/07/2023	PRINTER	299.99
STAPLES CONTRACT & COMME...	80693121230	03/07/2023	SCISSORS	4.68
STAPLES CONTRACT & COMME...	80693121230	03/07/2023	9X12 ENVELOPES	13.00
Vendor 7670 - STAPLES CONTRACT & COMMERCIAL STAPLES BUSINESS ADVANTAGE Total:				437.28
Vendor: 10854 - THE JATH GROUP, INC				
THE JATH GROUP, INC	71713	03/07/2023	REGULAR JANITORIAL SVC 3/1/23 - 3/31/23	1,870.00
Vendor 10854 - THE JATH GROUP, INC Total:				1,870.00
Vendor: 11556 - U.S. BANK EQUIPMENT FINANCE				
U.S. BANK EQUIPMENT FINANCE	492947684	03/07/2023	PRINTER LEASE	400.59
Vendor 11556 - U.S. BANK EQUIPMENT FINANCE Total:				400.59
Vendor: 6819 - UNIFIRST CORPORATION				
UNIFIRST CORPORATION	3281006235	03/07/2023	BLDG MAINT/RESTROOM SUPPLIES - STREETS	13.88
UNIFIRST CORPORATION	3281006235	03/07/2023	UNIFORM RENTALS	63.91
UNIFIRST CORPORATION	3281006235	03/07/2023	UNIFORM RENTALS	8.96
UNIFIRST CORPORATION	3281006235	03/07/2023	BLDG MAINT/RESTROOM SUPPLIES - WATER	13.87
UNIFIRST CORPORATION	3281006235	03/07/2023	UNIFORM RENTALS	48.13
UNIFIRST CORPORATION	3281008937	03/07/2023	BLDG MAINT/RESTROOM SUPPLIES - WWTP	74.97
UNIFIRST CORPORATION	3281008938	03/07/2023	BLDG MAINT/RESTROOM SUPPLIES - STREETS	45.15
UNIFIRST CORPORATION	3281008938	03/07/2023	UNIFORM RENTALS	63.91
UNIFIRST CORPORATION	3281008938	03/07/2023	UNIFORM RENTALS	8.96
UNIFIRST CORPORATION	3281008938	03/07/2023	BLDG MAINT/RESTROOM SUPPLIES - WATER	45.15
UNIFIRST CORPORATION	3281008938	03/07/2023	UNIFORM RENTALS	48.13

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
UNIFIRST CORPORATION	3281011582	03/07/2023	BLDG MAINT/RESTROOM SUPPLIES - STREETS	13.88
UNIFIRST CORPORATION	3281011582	03/07/2023	UNIFORM RENTALS	85.47
UNIFIRST CORPORATION	3281011582	03/07/2023	UNIFORM RENTALS	8.96
UNIFIRST CORPORATION	3281011582	03/07/2023	BLDG MAINT/RESTROOM SUPPLIES - WWTP	13.87
UNIFIRST CORPORATION	3281011582	03/07/2023	UNIFORM RENTALS	48.13
Vendor 6819 - UNIFIRST CORPORATION Total:				605.33
Vendor: 0915 - VERIZON WIRELESS				
VERIZON WIRELESS	9927298307	03/07/2023	LIFT STATIONS COMM 1/10/23 - 2/9/23	200.05
Vendor 0915 - VERIZON WIRELESS Total:				200.05
Vendor: 7375 - WATCHMEN SECURITY SERVICES				
WATCHMEN SECURITY SERVICES 73883		03/07/2023	MARCH MONTHLY MONITORING - COMMUNITY CENTER	123.12
WATCHMEN SECURITY SERVICES 74144		03/07/2023	MARCH MONTHLY MONITORING - AQUATIC PARK	54.00
Vendor 7375 - WATCHMEN SECURITY SERVICES Total:				177.12
Vendor: 2043 - WEIS FIRE & SAFETY EQUIPMENT				
WEIS FIRE & SAFETY EQUIPMENT 189741		03/07/2023	VENTILATOR PURCHASE	59.31
WEIS FIRE & SAFETY EQUIPMENT 189741A		03/07/2023	Positive Pressure Ventilator	4,735.69
Vendor 2043 - WEIS FIRE & SAFETY EQUIPMENT Total:				4,795.00
Vendor: 8411 - WILSON & COMPANY ENGINEERS				
WILSON & COMPANY ENGINEE... 108905		03/07/2023	INSPECTION FEES - OLD DOMINION FL WILSON AND CO	2,309.00
WILSON & COMPANY ENGINEE... 113377		03/07/2023	INSPECTION FEES - SANDSTONE POINTE TOWNHOMES	8,247.70
Vendor 8411 - WILSON & COMPANY ENGINEERS Total:				10,556.70
Grand Total:				490,192.37

Memorandum

Date: March 13, 2023
To: Mayor and City Council
From: Justine Spease

Subject: Child Care Sustainability Grant - Allocation of Funds

Recommendation: Staff recommends approval.

Action: Make a motion to approve allocating the Child Care Sustainability Grant funds in the total amount of \$42,400 as presented.

Background: In June of 2022, staff applied for the Round 3 Child Care Sustainability Grant as provided by Child Care Aware of Kansas. The grant was originally awarded in the amount of \$18,000 per month for 6 months starting in July 2022, for a total of \$108,000. In December of 2022, staff applied for an extension of this grant and it was approved for an additional \$37,000 to be paid over 5 months, starting in January 2023.

On February 22, 2023, we received notice that the amount for the extension would be increased from \$7,400 a month to \$18,000 from February to May. This increases the grant from \$37,000 to \$79,400.

The original \$37,000 was approved to be used for the renovation of the Bison room: new sink, cabinets, and storage solutions; the remaining funds are to be used towards renovating restrooms.

Discussion: Staff proposes that this additional \$42,400 be used to replace the flooring in the lower level hallway and Sunflower room. Any remaining funds to go toward the further eligible renovations at the Community Center.

Financial Impact: This change in grant funding provides an additional \$42,400. All funds, including the original \$108,000, must be spent by June 30th, 2023.

Memorandum

Date: March 13, 2023
To: Mayor and City Council
From: Frank Abart

Subject: Water Treatment Plant Project -Property Acquisition

Recommendation: Public Works Director recommends approval.

Action: Make a motion to approve the agreement for acquisition of permanent and temporary easements along K-32 for the Water Treatment Plant Project in the amount of \$72,924 and authorize the City Manager to execute the documents.

Background: The City Council authorized Phase II of the Design/Build Agreement in June, 2022. The agreement moved the Water Treatment Plant Project forward to complete design, perform construction, and complete the new plant toward the end of 2024.

Discussion: During the final design phase, some changes were necessary to the original plan and scope. The project includes a water line connection along the south side of K-32 to the Lake Of The Forest subdivision. The subdivision is currently served by BPU for water. The original plan was to put the water line in easement that would be dedicated as part of platting/development actions. Those actions did not take place even though they are still being considered.

The alternate plan was to simply put the line on the K-32 right-of-way. The contractor advised that the cost of this alternate would be a minimum of \$120,000 due to the stringent requirements of KDOT.

As a result, it was determined that a purchase of permanent and temporary easements would be more cost effective. Although condemnation proceedings were initiated, there was a settlement agreement reached prior to actually completing that action. The attached agreement is to acquire a permanent easement and a temporary construction easement for the placement of the water line connection.

Financial Impact: The settlement agreement is in the amount of an additional \$72,924. Funds will be pursued through the current state revolving fund loan to support this request if approved by KDHE. If KDHE does not approve, then funding will be pursued through the water fund.

This action represents a minimum project reduction cost of \$47,076.

AGREEMENT

THIS AGREEMENT is made this 1st day of March, 2023 by and between Signature Properties Management, LLC, a limited liability company organized and existing under the laws of the State of Kansas; K-32, LLC, a limited liability company organized and existing under the laws of the State of Kansas (hereinafter together “Sellers”); and the City of Bonner Springs, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas (hereinafter “Buyer”).

WITNESSETH:

WHEREAS, Seller Signature Properties Management, LLC is the fee simple owner of certain real property having a common address of 11381 Kaw Drive, Edwardsville, Wyandotte County, Kansas and which is further identified as Kansas Uniform Parcel No. 1050482704002007000; Seller Signature Properties Management, LLC and Seller K-32, LLC are each the owner of a one-half undivided interest in the fee simple estate of certain real property having a common address of 11301 Kaw Drive, Edwardsville, Wyandotte County, Kansas and which is further identified as Kansas Uniform Parcel No. 1050482704002006000; and Seller Signature Properties Management, LLC and Seller K-32, LLC are each the owner of a one-half undivided interest in the fee simple estate of certain real property having a common address of 11131 Kaw Drive, Edwardsville, Wyandotte County, Kansas and which is further identified as Kansas Uniform Parcel No. 1050482704002005000 (hereinafter collectively Sellers’ Properties”); and

WHEREAS, Buyer is undertaking a project to construct a new municipal water plant and to extend water transmission and distribution mains (Project C22S1280, hereinafter “the Project”) in the vicinity of Sellers’ Properties; and

WHEREAS, Buyer has determined it is necessary to acquire Permanent Utility Easements and Temporary Construction Easements for the Project over the portions of Sellers’ Properties described at Exhibits 2-A; 2-B; 3-A; 3-B; 4-A and 4-B, which are attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to KSA 26-201, KSA 26-208, KSA 12-808; KSA 12-810; KSA 12-844 and KSA 12-845 Plaintiff possesses the right and power of eminent domain to acquire the real property interests described herein as deemed necessary by its governing body for its lawful public use for the Project; and

WHEREAS, in lieu of Buyer's exercise of its right and power of eminent domain Sellers are willing to sell and Buyer is willing to purchase the real property interests described at Exhibits 2-A; 2-B; 3-A; 3-B; 4-A and 4-B, and by this written Agreement the parties desire and intend to set forth the terms and conditions of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sellers agree to sell and Buyer agrees to purchase Permanent Utility Easements and Temporary Construction Easements over the portions of Sellers' Properties described at Exhibits 2-A; 2-B; 3-A; 3-B; 4-A and 4-B, which is attached hereto and incorporated herein by reference.

2. For purposes of this Agreement and this transaction, the term "Permanent Utility Easement" shall mean:

"Subject to existing easements of record, the permanent and perpetual right for Buyer, its agents, employees, contactors, successors and assigns (a) to survey and test soil conditions; (b) to excavate, fill, re-grade, reduce embankment slopes, and otherwise restore eroded areas; (c) to construct, install, operate, maintain, repair, inspect, patrol, rebuild, relocate and remove within said easement, water supply and sanitary sewer transmission and distribution mains and all related fixtures and equipment necessary to operate and maintain such systems, including without limitation by enumeration all couplings, connectors, reinforcements, supports, protective devices, fittings, valve boxes, fire hydrants, meter pits, air release manholes, vent piping, drainage outlet structures, stream crossings, erosion protective devices and materials, manhole entrances, pipeline marker posts and all other fixtures and equipment appurtenant to the operation and maintenance of such mains; (d) the right of ingress and egress to and from the described lands from the abutting public right of way and from and across intersecting property lines for its employees, contractors, vehicles and equipment; and (e) the right to remove, cut or trim any trees, rocks, shrubs, roots, limbs, or surfacing materials which now or at any future time are located on, overhang, or extend onto the described lands. All excavations shall be filled and sufficiently tamped by Buyer to an appropriate elevation to prevent settling, with grass areas reseeded with native grass or other perennial ground cover and cultivated established lawns resodded and watered until initially established but thereafter without the obligation of subsequent maintenance. Buyer, at its sole cost and expense, shall restore or repair any driveway paving to its condition prior to Buyer's exercise of its rights pursuant to this Permanent Utility Easement, , and all surplus soil, rock and debris removed from the premises.

"Subject to the reservation of rights of Sellers as described herein, the entirety of such easement shall be for the permanent, perpetual and exclusive use of Buyer for the purposes described herein, without interferences, excavations or installations of any kind by Sellers or any other third-parties; *provided, however*, Sellers and their successors and assigns may cultivate and fully use and enjoy the described lands, provided such use shall not interfere with or jeopardize the construction, installation, maintenance, repair, operation or other activities of Buyer described herein, and further provided that no permanent change in earth grade over the described lands shall be made without the

approval of Buyer, which approval shall not be unreasonably withheld, and no permanent above-ground or subterranean structures, materials, stockpiling, or building shall be erected, constructed or stored within or upon the described lands, except that roads, drives, parking lots, drainage facilities, curbs, walks, overhead utility wires, fence crossings at approximately right angles, underground utility conduit, pipes and sewers crossing at approximately right angles, and shallow-rooted trees, shrubs, and other landscaping which are non-conflicting may be operated, constructed, installed, maintained, repaired and utilized by Sellers and other third parties, but subject to not less than 45 days advance notice to Buyer.”

“After completion of any water main or sanitary sewer main installation or repair project Buyer undertakes, Buyer, in exercising any right whatsoever herein described, may temporarily excavate or cut through any curb, road, drive, parking lots, walkway, other improved surface, trees, shrubs, or other landscaping, fence, utility conduit or other improvement permitted herein (hereinafter defined as “Future Work”). After any Future Work, Buyer shall be responsible, at its sole cost and expense, for repairing or replacing curbs, roads or driveways destroyed or damaged by such activity to their condition prior to commencement of the Future Work, but shall not be responsible for the repair or replacement of any parking lots, walkways, other improved surfaces, trees, shrubs, or other landscaping, fence, utility conduit or other improvement permitted herein which Seller, its successors and assigns, may choose to install within the described area.

3. For purposes of this Agreement and this transaction, the term “Temporary Construction Easement” shall mean:

“Subject to existing easements and restrictions of record, an easement commencing on the date Sellers’ execute this Agreement and expiring on April 30, 2024, allowing Buyer, its agents, employees, contractors and assigns to enter upon and make use of the described lands as may be required to undertake and carry out the location, laying-out, construction, reconstruction, installation, supervision, inspection, repair, maintenance and use of water supply and sanitary sewer transmission and distribution mains within abutting Permanent Utility Easements, including but not limited to the movement and storage of vehicles, machines, materials, supplies and equipment; the removal of any improvements, personal property or growing things located thereon; grading, filling, and repairing the described lands, and ingress and egress over and across the abutting public rights of way, easements, and abutting property lines for such purposes; provided, however, Buyer shall cause its contractor to provide reasonable ingress and egress to the property remaining at all times during the term of this Easement; and at the conclusion of construction all areas disturbed by construction shall be regraded to match the elevation of the contiguous remaining property, and re-seeded with native grass or other perennial ground cover, with no obligation for future watering or maintenance.”

4. Purchase Price. The purchase price for such Permanent Utility Easements and Temporary Construction Easements is:

- a. For the Easements to be acquired from 11381 Kaw Drive: \$15,480.00.
- b. For the Easements to be acquired from 11301 Kaw Drive and 11131 Kaw Drive: \$56,880.00.

5. Involuntary Conversion. The parties agree and acknowledge Buyer's acquisition of the real property rights described herein from Sellers' Properties is made under threat of, and in lieu of, Buyer's exercise of its right and power of eminent domain, and therefore is a forced and involuntary conversion of real property interests from Sellers' Properties for purposes of §1033 of the federal Internal Revenue Code and any other applicable law or regulation.

6. Improvements and Landscaping. The parties agree and acknowledge no structures are located within the portion(s) of Sellers' Properties described at Exhibits 2-A; 2-B; 3-A; 3-B; 4-A and 4-B. Sellers agree and acknowledges the Purchase Price set forth in Paragraph 2 herein includes compensation for the loss of any site improvements, including but not limited to non-structural fixtures, fencing, trees or other landscaping located within the areas described in Exhibit A and therefore Buyer is under no further obligation to repair, reconstruct or replace such items.

7. Closing: Contemporaneously with the execution and delivery of this Agreement, Sellers agree to deliver executed instruments to Buyer conveying the real property interests described in Exhibits 2-A; 2-B; 3-A; 3-B; 4-A and 4-B. Upon delivery of such instruments to Buyer and Buyer's execution of this Agreement, Buyer shall be entitled to the right of possession and the right to make use of such real property interests for their stated purpose. Within thirty (30) days following delivery of such executed documents by Sellers, Buyer shall deliver the purchase consideration set forth in Paragraph 2 herein to Sellers. Upon delivery of such purchase consideration, Buyer may then file the executed instruments with the Wyandotte County, Kansas Register of Deeds for recording. Buyer agrees to pay the costs of recording all instruments tendered by Seller.

8. Real Estate Commissions. Each party represents to the other it has not engaged the services of a real estate broker or agent in relation to the transaction described herein, and that to their respective knowledge no person or entity has a claim for any commission from them in connection with this transaction. If any person or entity claims a commission from Sellers for services provided to Sellers in relation to this transaction, such commissions are the sole responsibility of Sellers. Sellers agree to indemnify and hold Buyer harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining to any such commission claimed for services provided to Sellers. If any person or entity claims a commission from Buyer for services provided to Buyer in relation to this transaction, such commissions are the sole responsibility of Buyer. Buyer agrees to indemnify and hold Sellers harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining to any such commission claimed for services provided to Buyer.

9. Notices. The delivery of any documentation or notices as provided hereunder shall be made with respect to Seller Signature Properties Management, LLC to Dwayne Martz at 14701 W. 74th

Street, Shawnee, Kansas; with respect to Seller k-32, LLC to Daniel Duron at 5112 W. 64th Street, Prairie Village, Kansas, 66208; and with respect to Buyer to Tim Orrick, Orrick & Erskine, LLP, 11900 College Blvd., Suite 203, Overland Park, Kansas, 66210, or at such other places as the parties shall hereinafter designate in writing.

10. Additional Terms: Each party agrees, acknowledges, warrants and represents to the other:

- (a) The foregoing recitals are true, correct, constitute the intent of the parties, and are incorporated by reference into the terms of this Agreement; and
- (b) the consideration herein expressed is contractual and not a mere matter of recital; and
- (c) no promise or agreement not expressed in this Agreement or the Addendum has been made by the parties, and any amendments or modifications to this Agreement shall be made in writing; and
- (d) all prior oral or written statements relating to the subject matter of this Agreement are merged into this writing; and
- (e) they have carefully read the foregoing Agreement and know the contents thereof and have signed the same as their own free act; and
- (f) in executing this Agreement, they do not rely on any statement or representation made by the other or their respective agents, attorneys or employees, but they rely solely upon their own judgment; and
- (g) the person executing this Agreement has been duly authorized by all requisite corporate or other entity action, if applicable, and no other proceedings on the part of the party on whose behalf they execute this Agreement are necessary to authorize this Agreement and the conveyances contemplated hereby; and
- (h) this Agreement may be signed in multiple counterparts, which when collected and assembled by Buyer shall constitute the entire agreement; electronic copies with notarized signatures shall be considered the same as the original; and
- (i) each shall cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and conditions of this Agreement; and
- (j) this Agreement shall be binding upon the heirs, successors and assigns of both parties; and
- (k) this Agreement shall be construed and interpreted in accordance with the laws of the state of Kansas.

[Remainder of page intentionally blank, signature pages follow.]

IN WITNESS THEREOF, the parties have set their hands the day and year first written above.

SELLER: Signature Properties Management, LLC

By: Dwayne Martz
Dwayne Martz
Managing Member

ACKNOWLEDGMENT

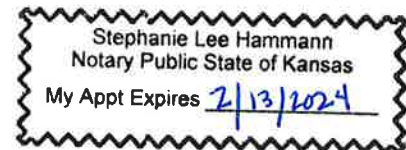
STATE OF Kansas)
)SS.
COUNTY OF Johnson)

BE IT REMEMBERED that on this 2nd day of March, 2023 before me, the undersigned, a notary public in and for the county and state aforesaid, came Dwayne Martz, who being by me duly sworn, did state he is the duly-appointed Managing Member of Signature Properties Management, LLC, a limited liability company organized and existing under the laws of the State of Kansas, and that said instrument was signed on behalf of said limited liability company pursuant to authority given by its Members, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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

Stephanie Lee Hamann
Notary Public

(SEAL)



[Remainder of Page Intentionally Blank, Additional Signature Pages Follow].

SELLER: K-32, LLC

By:


Daniel Duron
Managing Member

STATE OF

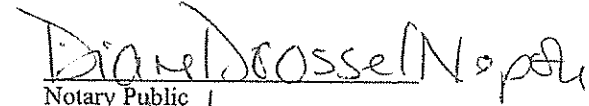
COUNTY OF

ACKNOWLEDGMENT

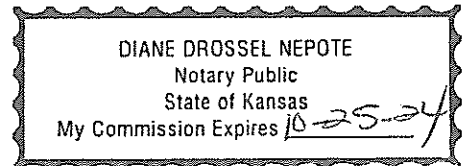
)
)SS.

BE IT REMEMBERED that on this March 1 day of February, 2023 before me, the undersigned, a notary public in and for the county and state aforesaid, came Daniel Duron, who being by me duly sworn, did state he is the duly-appointed Managing Member of K-32, LLC, a limited liability company organized and existing under the laws of the State of Kansas, and that said instrument was signed on behalf of said limited liability company pursuant to authority given by its Members, and who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same for the purposes and consideration therein expressed.

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


Notary Public

(SEAL)



[Remainder of Page Intentionally Blank, Additional Signature Page Follows].

BUYER: CITY OF BONNER SPRINGS, KANSAS

Sean Pederson
City Manager

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF WYANDOTTE)

BE IT REMEMBERED that on this ____ day of _____, 2023, before me, a notary public in and for said county and state, came Sean Pederson, who having been duly sworn upon oath, stated he is the duly appointed City Manager of the City of Bonner Springs, Kansas, a municipal corporation existing under and by virtue of the laws of the State of Kansas, and who is personally known to me to be the same person who executed, as such officer, this agreement on behalf of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

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

Notary Public

(SEAL)

[Remainder of Page Intentionally Blank, Exhibit A Follows].

EXHIBIT 2-A



KAW VALLEY ENGINEERING, INC.

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

Tract 2

Parcel ID: 948319

Owner: Signature Properties Management, L.L.C.,
A Kansas Limited Liability Company

Permanent Easement

All that part of a tract of land described in a Warranty Deed found in Doc. No. 2021R-22249 as filed in the Wyandotte County Register of Deeds Office, lying in the South One-Half of Section 27, Township 11 South, Range 23 East of the Sixth Principle Meridian in the City of Edwardsville, Wyandotte County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 26th Day of September 2022 as follows:

Commencing at a 5/8" rebar with a cap stamped LS605, marking the Center corner of said Section 27; thence North 88°21'56" East (South 89°58'31" East deed) (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983, North Zone) on the North line of said South One-Half, a distance of 385.81 feet to a point; thence South 16°27'35" West (South 18°07'08" West deed), a distance of 385.10 feet (384.95 feet deed) to a 1/2" Rebar marking the Northeast corner of said deed, said point being on the South Right of Way line of K-32 Highway as established by KDOT Highway Project No. 32-105-F080-1 (12) and the **POINT OF BEGINNING**; thence continuing South 16°27'35" West (South 18°07'08" West deed) on the East line of said deed, a distance of 20.00 feet to a point; thence North 74°11'59" West on a line 20.00 feet South of and parallel with said South Right of Way line, a distance of 308.33 feet to a point of curvature; thence Northwesterly on a non-tangent curve to the left, 20.00 feet South of and parallel with said South Right of Way line, having an initial tangent bearing of North 74°11' 07" West, a radius of 1783.08 feet, a delta angle of 01°03'10" and an arc length of 32.76 feet to a point on the West line of said deed and the East line of Lot 1, HOMESTEAD MOTORS, a recorded subdivision as filed in said Wyandotte County Register of Deeds Office in Book 44, at Page 73; thence North 13°59'22" East (North 15°43'14" East deed) (North 14°01'41" East plat) on said West line, a distance of 20.00 feet to a 1/2" rebar with Bartlett and West cap marking the Northwest corner of said deed; thence Southeasterly on a non-tangent curve to the right, on said South Right of Way line, having an initial tangent bearing of South 75°14'48" East, a radius of 1803.08 feet, a delta angle of 01°03'41" and an arc length of 33.40 feet to a 1/2" rebar with Bartlett and West cap; thence South 74°11'59" East (South 72°32'19" East deed) on said South Right of Way line, a distance of 308.55 feet to the **Point of Beginning**.

The above description was created with the benefit of ground survey performed September 20, 2022 (KVE project C22C1280) and contains 6,830 square feet or 0.157 acres more or less.

End of Description

State of Kansas

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



10/3/22 8:34 AM

Kenneth J. Dedrick PS-1067

Date

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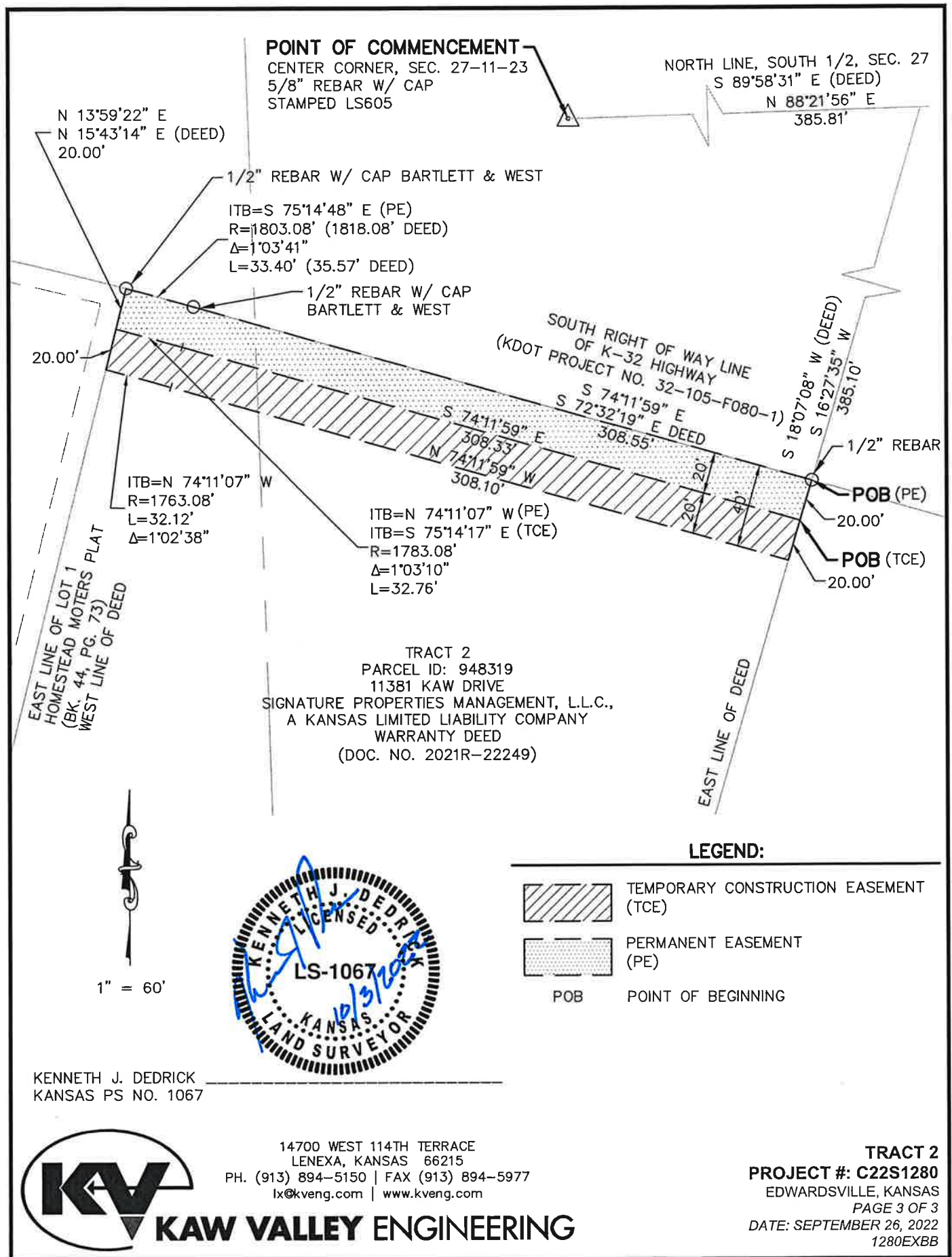


EXHIBIT 2-B



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Tract 2

Parcel ID: 948319

Owner: Signature Properties Management, L.L.C.,
A Kansas Limited Liability Company

Temporary Construction Easement

All that part of a tract of land described in a Warranty Deed found in Doc. No. 2021R-22249 as filed in the Wyandotte County Register of Deeds Office, lying in the South One-Half of Section 27, Township 11 South, Range 23 East of the Sixth Principle Meridian in the City of Edwardsville, Wyandotte County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 26th Day of September 2022 as follows:

Commencing at a 5/8" Rebar with cap stamped LS605, marking the Center corner of said Section 27; thence North 88°21'56" East (South 89°58'31" East deed) (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983, North Zone) on the North line of said South One-Half, a distance of 385.81 feet to a point; thence South 16°27'35" West (South 18°07'08" West deed), a distance of 385.10 feet (384.95 feet deed) to a 1/2" Rebar marking the Northeast corner of said deed, said point being on the South Right of Way line of K-32 Highway as established by KDOT Highway Project No. 32-105-F080-1 (12); thence continuing South 16°27'35" West (South 18°07'08" West deed) on the East line of said deed, a distance of 20.00 feet to the **POINT OF BEGINNING**; thence continuing South 16°27'35" West (South 18°07'08" West deed) on said East line, a distance of 20.00 feet to a point; thence North 74°11'59" West on a line 40.00 feet South of and parallel with said South Right of Way line, a distance of 308.10 feet to a point of curvature; thence Northwesterly on a non-tangent curve to the left 40.00 feet South of and parallel with said South Right of Way line, having an initial tangent bearing of North 74°11'07" West, a radius of 1763.08 feet, a delta angle of 01°02'38" and an arc length of 32.12 feet to a point on the West line of said deed and East line of Lot 1, HOMESTEAD MOTORS, a recorded subdivision as filed in said Wyandotte County Register of Deeds Office in Book 44, at page 73; thence North 13°59'22" East (North 15°43'14" East deed) (North 14°01'41" East plat) on said West line of deed, a distance of 20.00 feet to a point; thence Southeasterly on a non-tangent curve to the right 20.00 feet South of and parallel with said South Right of Way line, having an initial tangent bearing of South 75°14'17" East, a radius of 1783.08 feet, a delta angle of 01°03'10" and an arc length of 32.76 feet to a point; thence South 74°11'59" East on a line 20.00 feet South of and parallel with said South Right of Way line, a distance of 308.33 feet to the **Point of Beginning**.

The above description was created with the benefit of ground survey performed September 20, 2022 (KVE project C22C1280) and contains 6,813 square feet or 0.156 acres more or less.

End of Description

State of Kansas

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



10/3/22 8:35 AM

Kenneth J. Dedrick PS-1067

Date

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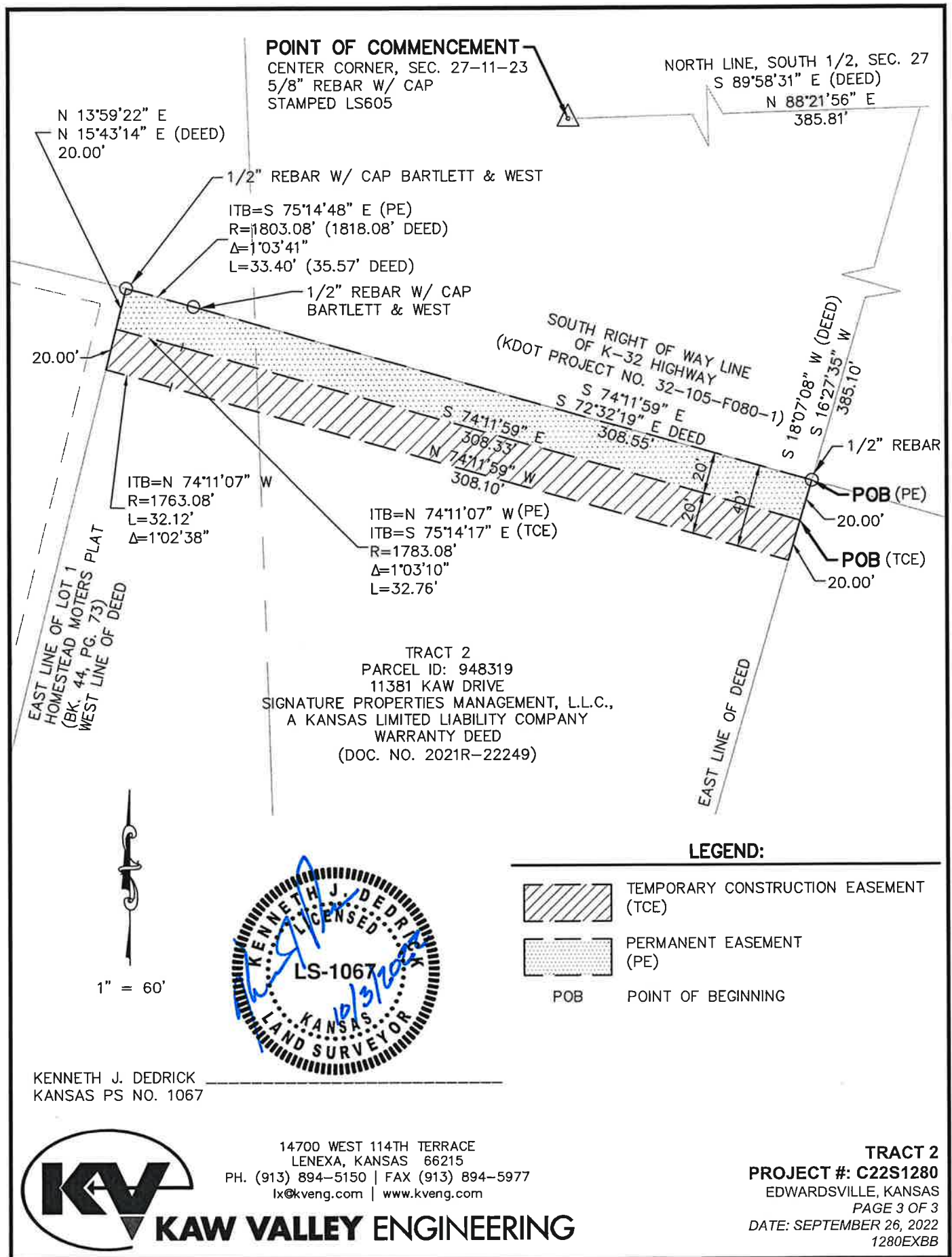


EXHIBIT 3-A



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Tract 3

Parcel ID: 948309

Owner: Signature Properties Management, L.L.C., a Limited Liability Company,
and K-32, L.L.C., a Kansas Limited Liability Company,
as Tenants in Common, each owning an undivided 1/2 interest

Permanent Easement

All that part of a tract of land described in a Warranty Deed found in Doc. No. 2021R-22251 and a Certificate of Survey found in Doc. No. 2021R-08846 as filed in the Wyandotte County Register of Deeds Office, lying in the South One-Half of Section 27, Township 11 South, Range 23 East of the Sixth Principle Meridian in the City of Edwardsville, Wyandotte County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 26th Day of September 2022 as follows:

Commencing at a 5/8" Rebar with cap stamped LS605 marking the Center corner of said Section 27; thence North 88°21'56" East (South 89°20'43" East deed) (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983, North Zone) on the North line of said South One-Half, a distance of 735.67 feet (735.45 feet deed) to a point; thence South 16°04'18" West (South 16°02'36" West deed), a distance of 489.90 feet (490.41 feet deed) to the Northeast corner of said deed also being on the South Right of Way line of K-32 Highway as established by KDOT Highway Project No. 32-105-F080-1 (12) and the **POINT OF BEGINNING**; thence continuing South 16°04'18" West (South 16°02'36" West deed) on the East line of said deed, a distance of 20.00 feet to a point; thence North 74°11'59" West on a line 20.00 feet South of and parallel with said South Right of Way line, a distance of 336.03 feet to a point on the West line of said deed; thence North 16°27'35" East (North 16°59'12" East deed) on said West line, a distance of 20.00 feet to a 1/2" Rebar marking the Northwest corner of said deed being on the South line of said Right of Way; thence South 74°11'59" East (South 74°13'40" East deed) on said South Right of Way line, a distance of 335.90 feet (341.78 feet deed) to the **Point of Beginning**.

The above description was created with the benefit of ground survey performed September 20, 2022 (KVE project C22C1280) and contains 6,719 square feet or 0.154 acres more or less.

End of Description

State of Kansas

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



Kenneth J. Dedrick PS-1067

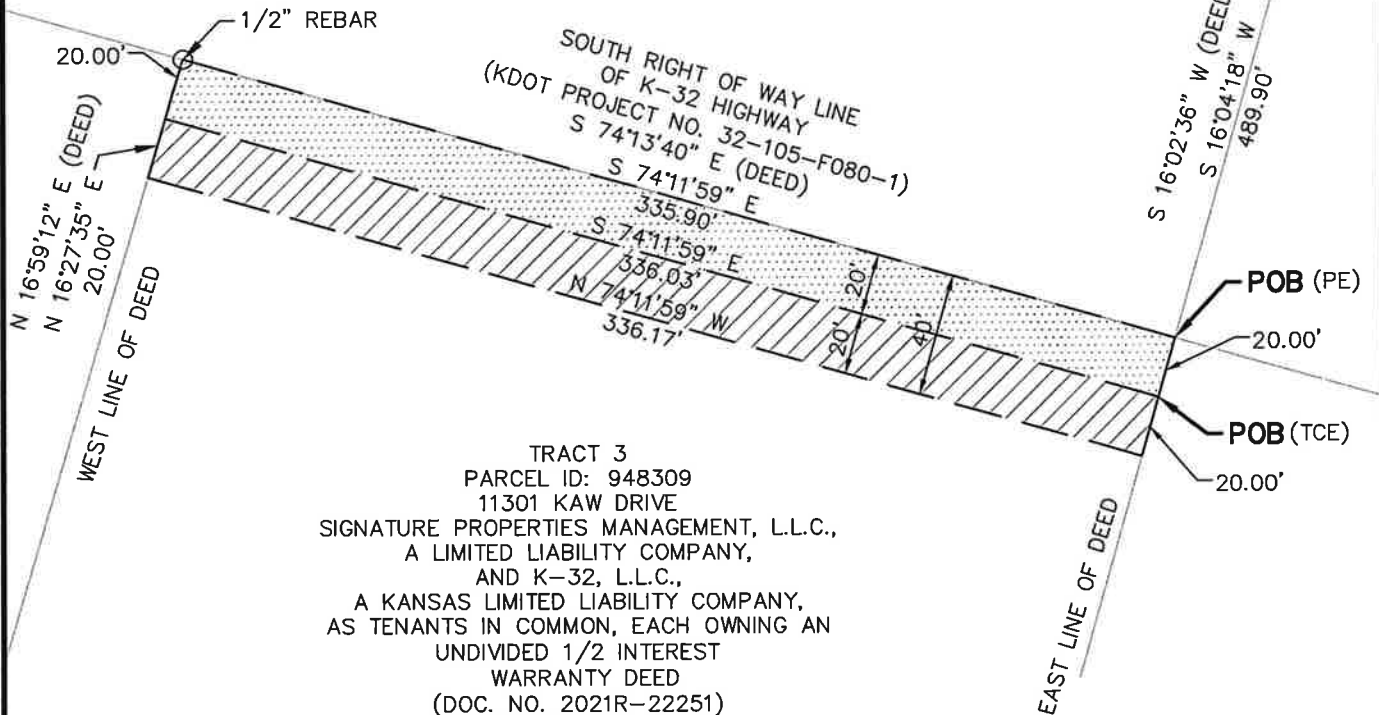
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Date

POINT OF COMMENCEMENT

CENTER CORNER, SEC. 27-11-23
5/8" REBAR W/ CAP
STAMPED LS605

NORTH LINE, SOUTH 1/2, SEC. 27
S 89°20'43" E (DEED)
N 88°21'56" E
735.67'



TRACT 3
PARCEL ID: 948309
11301 KAW DRIVE
SIGNATURE PROPERTIES MANAGEMENT, L.L.C.,
A LIMITED LIABILITY COMPANY,
AND K-32, L.L.C.,
A KANSAS LIMITED LIABILITY COMPANY,
AS TENANTS IN COMMON, EACH OWNING AN
UNDIVIDED 1/2 INTEREST
WARRANTY DEED
(DOC. NO. 2021R-22251)
CERTIFICATE OF SURVEY
TRACT 2 (DOC. NO. 2021R08846)

LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PERMANENT EASEMENT (PE)
- POB POINT OF BEGINNING



KENNETH J. DEDRICK
KANSAS PS NO. 1067



14700 WEST 114TH TERRACE
LENEXA, KANSAS 66215
PH. (913) 894-5150 | FAX (913) 894-5977
lx@kveng.com | www.kveng.com

KAW VALLEY ENGINEERING

TRACT 3
PROJECT #: C22S1280
EDWARDSVILLE, KANSAS
PAGE 3 OF 3
DATE: SEPTEMBER 26, 2022
1280EXBC

EXHIBIT 3-B



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Tract 3

Parcel ID: 948309

Owner: Signature Properties Management, L.L.C., a Limited Liability Company,
and K-32, L.L.C., a Kansas Limited Liability Company,
as Tenants in Common, each owning an undivided 1/2 interest

Temporary Construction Easement

All that part of a tract of land described in a Warranty Deed found in Doc. No. 2021R-22251 and a Certificate of Survey found in Doc. No. 2021R-08846 as filed in the Wyandotte County Register of Deeds Office, lying in the South One-Half of Section 27, Township 11 South, Range 23 East of the Sixth Principle Meridian in the City of Edwardsville, Wyandotte County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 26th Day of September 2022 as follows:

Commencing at a 5/8" Rebar with cap stamped LS605 marking the Center corner of said Section 27; thence North 88°21'56" East (South 88°20'43" East deed) (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983, North Zone) on the North line of said South One-Half, a distance of 735.67 feet (735.45 feet deed) to a point; thence South 16°04'18" West (South 16°02'36" West deed), a distance of 489.90 feet (490.41 feet deed) to the Northeast corner of said deed, also being on the South Right of Way line of K-32 Highway as established by KDOT Highway Project No. 32-105-F080-1 (12); thence continuing South 16°04'18" West (South 16°02'36" West deed) on the East line of said deed, a distance of 20.00 feet to the **POINT OF BEGINNING**; thence continuing South 16°04'18" West (South 16°02'36" West deed) on said East line, a distance of 20.00 feet to a point; thence North 74°11'59" West on a line 40.00 feet South of and parallel with said South Right of Way line, a distance of 336.17 feet to a point on the West line of said deed; thence North 16°27'35" East (North 16°59'12" East deed) on said West line, a distance of 20.00 feet to a point; thence South 74°11'59" East on a line 20.00 feet South of and parallel with said South Right of Way line, a distance of 336.03 feet to the **Point of Beginning**.

The above description was created with the benefit of ground survey performed September 20, 2022 (KVE project C22C1280) and contains 6,722 square feet or 0.154 acres more or less.

End of Description

State of Kansas

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



10/3/22 8:36 AM

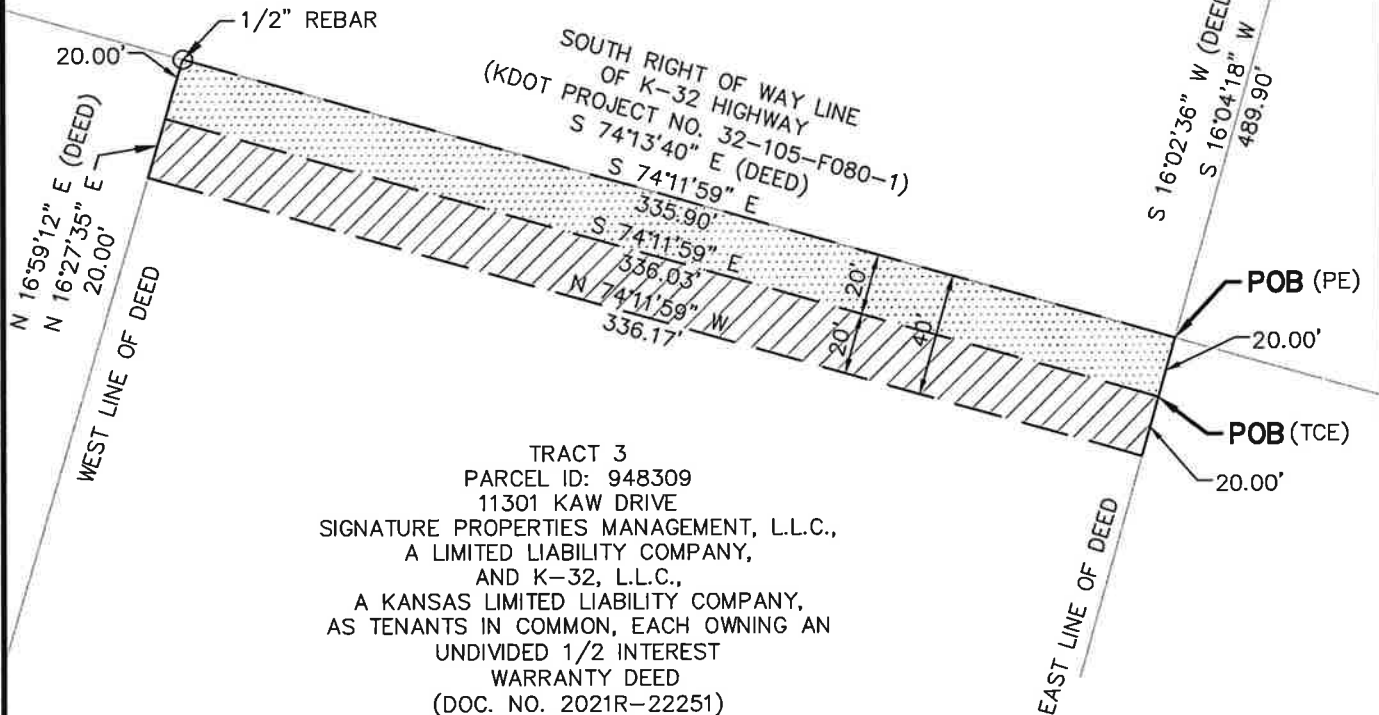
Kenneth J. Dedrick PS-1067

Date

POINT OF COMMENCEMENT

CENTER CORNER, SEC. 27-11-23
5/8" REBAR W/ CAP
STAMPED LS605

NORTH LINE, SOUTH 1/2, SEC. 27
S 89°20'43" E (DEED)
N 88°21'56" E
735.67'



TRACT 3
PARCEL ID: 948309
11301 KAW DRIVE
SIGNATURE PROPERTIES MANAGEMENT, L.L.C.,
A LIMITED LIABILITY COMPANY,
AND K-32, L.L.C.,
A KANSAS LIMITED LIABILITY COMPANY,
AS TENANTS IN COMMON, EACH OWNING AN
UNDIVIDED 1/2 INTEREST
WARRANTY DEED
(DOC. NO. 2021R-22251)
CERTIFICATE OF SURVEY
TRACT 2 (DOC. NO. 2021R08846)



1" = 60'



KENNETH J. DEDRICK
KANSAS PS NO. 1067

LEGEND:

- TEMPORARY CONSTRUCTION EASEMENT (TCE)
- PERMANENT EASEMENT (PE)
- POB POINT OF BEGINNING



14700 WEST 114TH TERRACE
LENEXA, KANSAS 66215
PH. (913) 894-5150 | FAX (913) 894-5977
lx@kveng.com | www.kveng.com

KAW VALLEY ENGINEERING

TRACT 3
PROJECT #: C22S1280
EDWARDSVILLE, KANSAS
PAGE 3 OF 3
DATE: SEPTEMBER 26, 2022
1280EXBC

EXHIBIT 4-A



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Tract 4

Parcel ID: 948310

Owner: Signature Properties Management, LLC.,
a Kansas Limited Liability Company, and
K-32, LLC., a Kansas Limited Liability Company,
as Tenants in Common, each owning an undivided 1/2 interest

Permanent Easement

All that part of a tract of land described in a General Warranty Deed found in Doc. No. 2021R-10111 and Certificate of Survey found in Doc. No. 2021R-08846 all filed in the Wyandotte County Register of Deeds Office, lying in the South One-Half of Section 27, Township 11 South, Range 23 East of the Sixth Principle Meridian in the City of Edwardsville, Wyandotte County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 26th Day of September 2022 as follows:

Commencing at a 5/8" Rebar with cap stamped LS605 marking the Center corner of said Section 27; thence North 88°21'56" East (North 88°20'43" East deed) (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983, North Zone) on the North line of said South One-Half, a distance of 1540.67 feet (1532.37 feet deed) to a point; thence South 00°57'52" East (South 01°36'48" East deed), a distance of 721.12 feet (721.13 feet deed) to a 1/2" rebar with cap marking the Northeast corner of said deed also being on the South Right of Way line of K-32 Highway as established by KDOT Highway Project No. 32-105-F080-1 (12) and the **POINT OF BEGINNING**; thence continuing South 00°57'52" East (South 01°36'48" East deed) on the East line of said deed, a distance of 20.08 feet to a point; thence Northwesterly on a non-tangent curve to the right 20.00 feet South of and parallel with said South Right of Way line, having an initial tangent bearing of North 85°46'14" West, a radius of 2037.08 feet, a delta angle of 11°34'16" and an arc distance of 411.39 feet to a point; thence North 74°11'59" West on a line 20.00 feet South of and parallel with said South Right of Way line, a distance of 575.63 feet to a point on the West line of said deed; thence North 16°04'18" East (North 16°02'36" East deed) on said West line, a distance of 20.00 feet to the Northwest corner of said deed; thence South 74°11'59" East (South 74°13'40" East deed) on said South Right of Way line, a distance of 575.53 feet to a 1/2" Rebar with BHC Rhodes cap; thence Southeasterly on a curve to the left, tangent to the last described course, having a radius of 2017.08 feet (2002.10 feet deed), a delta angle of 11°31'10" and an arc length of 405.54 feet (405.37 feet deed) to the **Point of Beginning**.

The above description was created with the benefit of ground survey performed September 20, 2022 (KVE project C22C1280) and contains 19,681 square feet or 0.452 acres more or less.

End of Description

State of Kansas

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



Kenneth J. Dedrick PS-1067

10/3/22 8:37 AM

Date

EXHIBIT 4-B



KAW VALLEY ENGINEERING, INC.

Office: 913.894.5150

Fax: 913.894.5977

Web: www.kveng.com

Address: 14700 West 114th Terrace
Lenexa, KS 66215

Tract 4

Parcel ID: 948310

Owner: Signature Properties Management, LLC.,
a Kansas Limited Liability Company and

K-32, LLC., a Kansas Limited Liability Company,
as Tenants in Common, each owning an undivided 1/2 interest

Temporary Construction Easement

All that part of a tract of land described in a General Warranty Deed found in Doc. No. 2021R-10111 and Certificate of Survey found in Doc. No. 2021R-08846 all filed in the Wyandotte County Register of Deeds Office, lying in the South One-Half of Section 27, Township 11 South, Range 23 East of the Sixth Principle Meridian in the City of Edwardsville, Wyandotte County, Kansas, described by Kenneth J. Dedrick, PS-1067, on this 26th Day of September 2022 as follows:

Commencing at a 5/8" Rebar with cap stamped LS605 marking the Center corner of said Section 27; thence North 88°21'56" East (North 88°20'43" East deed) (this and all the following bearings are based on the Kansas State Plane Coordinate System 1983, North Zone) on the North line of said South One-Half, a distance of 1540.67 feet (1532.37 feet deed) to a point; thence South 00°57'52" East (South 01°36'48" East deed), a distance of 721.12 feet (721.13 feet deed) to a 1/2" Rebar with cap marking the Northeast corner of said deed also being on the South Right of Way line of K-32 Highway as established by KDOT Highway Project No. 32-105-F080-1 (12); thence continuing South 00°57'52" East (South 01°36'48 East deed) on the East line of said deed, a distance of 20.08 feet the **POINT OF BEGINNING**; thence continuing South 00°57'52" East (South 01°36'48 East deed) on said East line, a distance of 20.08 feet to a point; thence Northwesterly on a non-tangent curve to the right 40.00 feet South of and parallel with said South Right of Way line, having an initial tangent bearing of North 85°49'17" West, a radius of 2057.08 feet, a delta angle of 11°37'18" and an arc distance of 417.25 feet to a point; thence North 74°11'59" West on a line 40.00 feet South of and parallel with said South Right of Way line, a distance of 575.72 feet to a point on the West line of said deed; thence North 16°04'18" East (16°02'36" East deed) on said West line, a distance of 20.00 feet to a point; thence South 74°11'59" East on a line 20.00 feet South of and parallel with said South Right of Way line, a distance of 575.63 to a point of curvature; thence Southeasterly on a curve to the left 20.00 feet South of and parallel with said South Right of Way line, tangent to the last described course, having a radius of 2037.08 feet, a delta angle of 11°34'16" and an arc length of 411.39 feet to the **Point of Beginning**.

The above description was created with the benefit of ground survey performed September 20, 2022 (KVE project C22C1280) and contains 19,800 square feet or 0.455 acres more or less.

End of Description

State of Kansas

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



Kenneth J. Dedrick PS-1067

10/3/22 8:37 AM

Date



Memorandum

Date: March 13, 2023
To: Mayor and City Council
From: Frank Abart

Subject: Water Treatment Plant - Change Order #1

Recommendation: Public Works Director recommends approval.

Action: Make a motion to approve Change Order No. 1 for the Water Treatment Plant Project in the amount of \$786,964 for upgrades to support fire flow requirements to the Lake Of The Forest subdivision.

Background: The City Council authorized Phase II of the Design/Build Agreement in June, 2022. The Agreement moved the Water Treatment Plant Project forward to complete design, perform construction, and complete the new plant toward the end of 2024. The approved agreement was in the amount of \$29,187,812.

Discussion: During the final design phase, some changes were necessary to the original plan and scope. As outlined in the documents included with this request, there are three primary changes.

- The first change moves the material testing work from the contractor to the owners representative. This change is more consistent with keeping these duties independent.
- The second change is focused on increasing the pump numbers and pump sizes for the Lake Of The Forest station to assure adequate fire flows to the area. This change also includes an increase in the water pipe diameter from an 8" pipe to a 12" pipe. The original plan was to utilize the connection to BPU to meet the fire flow demands. However, we were unable to develop terms for this service level with BPU as the project moved forward.
- The third change is the addition of a back-up power generator to assure support to both the new water pump station and the existing sanitary sewer lift station. The current generator for the existing Lift Station is not sufficient to power both stations, so it is being replaced.

Please note that the "Revised Exhibit C – Preliminary Drawings" listed as Item 2 is not included due to size and volume. The document(s) are available upon request.

Financial Impact: This change order request is in the amount of an additional \$786,964. There are sufficient funds available in the current state revolving fund loan to support this request.



Design-Build Change Order Form

For Use with DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2010 Edition) or DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for A Guaranteed Maximum Price* (2010 Edition)

Change Order Number: One (1)	Change Order Effective Date: (date when executed by both parties)
Project: Bonner Springs Water Supply and Treatment Project	Design-Builder's Project No:
	Date of Agreement: June 27, 2022
Owner: City of Bonner Springs, Kansas	Design-Builder: Burns & McDonnell / CAS Constructors, Bonner Springs Joint Venture

Scope of the Change: See Attachment A

Original Contract Price:	\$ 29,187,812.00
Net Change by Previous Change Order No(s): to:	\$ 0.00
This Change Order Increase/Decrease (attach breakdown):	\$ 786,964.00
New Contract Price:	\$ 29,974,776.00

Original Contract Substantial Completion Date:	August 29, 2024
Adjustments by Change Order No(s) 1 to: 1	0 (calendar days)
This Change Order Contract Time Increase/Decrease:	0 (calendar days)
Revised Substantial Completion Date:	August 29, 2024

By executing this Change Order, Owner and Design-Builder agree to modify the Agreement's Scope of Work, Contract Price and Contract Time as stated above. Upon execution, this Change Order becomes a Contract Document issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder*, (2010 Edition).

OWNER:

By: _____
Printed Name: _____
Title: _____
Date: _____

DESIGN-BUILDER:

By: _____
Printed Name: _____
Title: _____
Date: _____

Change Order #1 - Attachment A

1. Revise Exhibit D – Work Description as follows:

Section 015500 Allowance Items and Allowance Values:

- a. Delete Allowance #1 - \$49,644.00 Testing Lab Services.
- b. Replace Allowance #2 as follows:

“\$2,318,641.00 Lake of the Forest Pipeline & Booster Pump Station – includes the watermain tying the Lake of the Forest water distribution system into the current Bonner Springs, KS water distribution system. Work under this allowance will be in accordance with the divisions listed in this document unless noted otherwise. The work includes installation of approximately 2,950 linear feet of 12-inch watermain along K32 highway to the Lake of the Forest Booster Pump Station and approximately 750 linear feet of 12-inch watermain from the Booster Station to the connection within the Lake of the Forest neighborhood. Booster pump station to be a packaged station with three (3) 50 gpm pumps with variable frequency drives, and two (2) 1,000 gpm fire flow pumps (duty and standby) and packaged control system to supply constant pressure to the Lake of the Forest neighborhood; pump station also to be supplied with ~260 gallon hydropneumatics tank; 150 kW natural gas generator to supply the packaged booster station and the adjacent Lift Station No. 6.”

2. Revise Exhibit C – Preliminary Drawings as follows:

- a. Delete Drawings C100 thru C109 and aerial images of the Lake of the Forest northern improvements and southern connection details. Replace with attached Drawings C700 thru C715.

3. Revise Exhibit B – Basis of Design Report as follows:

- a. Delete Section 4.0 and replace with the attached Section 4.0.

4.0 LAKE OF THE FOREST BOOSTER PUMP STATION

The Lake of the Forest (LOTF) is a gated community just east of the City that is currently served by the Kansas City, Kansas Board of Public Utilities (BPU). As part of the Project, the City desires to provide softened water to the LOTF community and provide primary water service from its new WTP. In order for the City to provide water to the LOTF from the new WTP, an extension of approximately 3,000 linear feet of water main and a booster pump station is required. The City will retain its two interconnections with BPU at LOTF.

4.1 Water Main and Booster Pump Station

The LOTF booster pump station will be located on the south side of K-32 (Kaw Drive) at approximately 11115 Kaw Drive, Edwardsville, KS. The waterline will begin at a tie-in to an existing service near 11575 KS-32, Kansas City, KS. Approximately 3,000 feet of 12-inch waterline will run east along the south side of K-32, where it will tie into the booster pump station. From the pump station, the 12-inch will cross underneath K-32 where it will tie-in to the existing 8-inch watermain north of the Mission Creek. The waterline crossing K-32 will be installed using trenchless technology to minimize disturbance to the existing area. Figure 4-1 shows the general extents of the proposed alignment.



Figure 4-1: Approximate Alignment of the Lake of the Forest Waterline

Bonner Spring Water Supply and Treatment Project

The site of the LOTF booster pump station is within the 500-year flood hazard area as shown by the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM) included in Appendix E. The 100-year flood elevation in the area is approximately 770 with existing grade at the site approximately 775. The finished floor of the booster pump station is proposed to be approximately 777.5.

Water sales and meter data were reviewed to determine the size of the required booster pumps and is summarized in Table 4-1. The booster station will also include two fire flow pumps, one duty and one standby with 1,000 gpm capacity. A 150 kW natural gas generator will also be installed as backup power for the LOTF Booster Station and Lift Station No. 6. The existing generator at Lift Station No. 6 will be removed and remain property of the City.

Table 4-1: LOTF Booster Pump Station Design

Parameter	Design Criteria
Average Day Demand	25 gpm
Peak Hourly Flow	100 gpm
Number of Pumps	3 (2 duty, 1 standby)
Pump Flow	50 gpm
Pump TDH	107
Motor Type	Variable Speed
Motor Size	5 hp, each

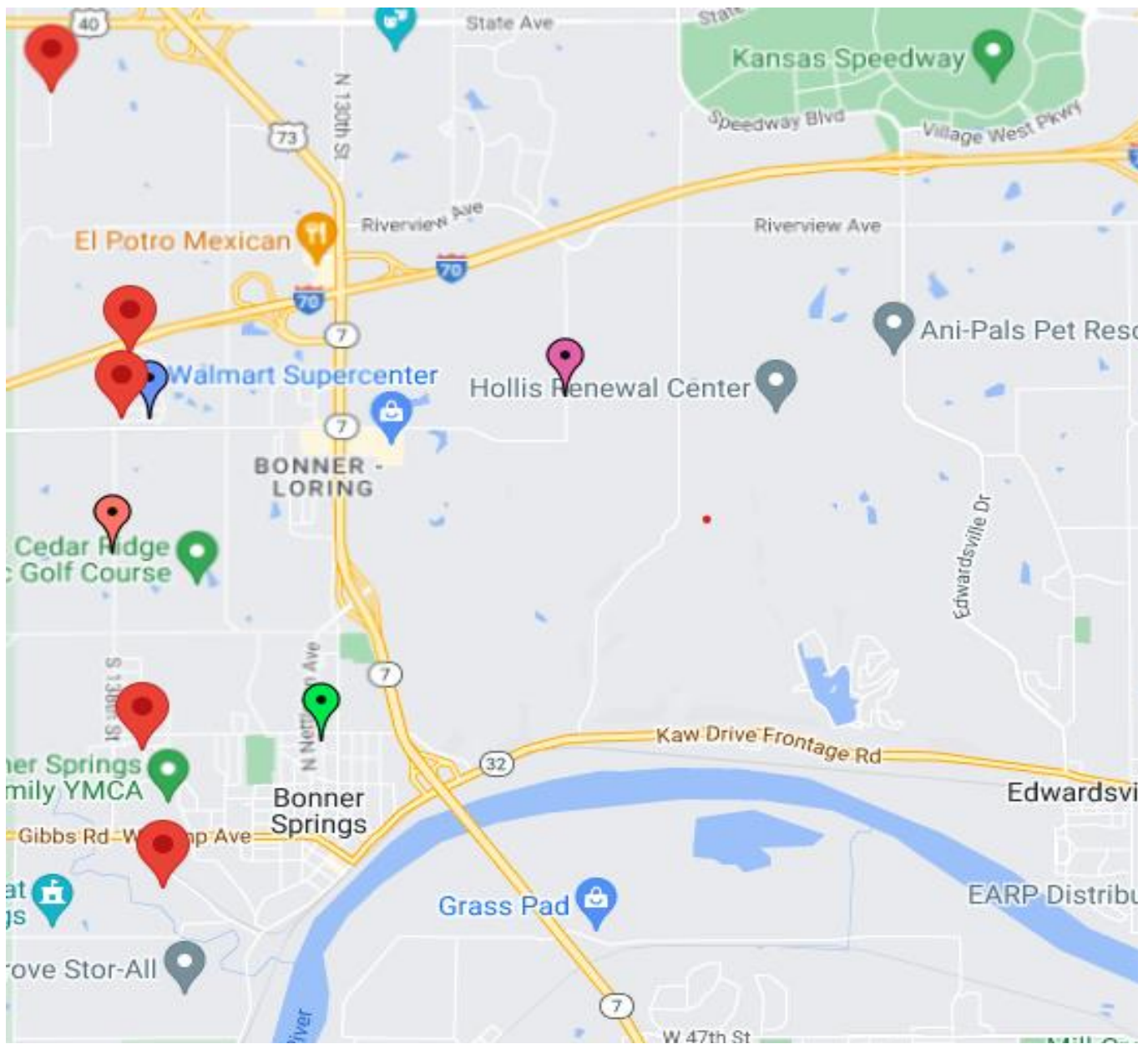
Case No.	Application Date	Project Name	Address	Project Type	Project Status	Board of Zoning Appeals	Approved/ Denied	Planning Commission	Approved/ Denied	Governing Body	Approved/ Denied	Applicant	Current Zoning or Future Land Use	Requested Zoning	No. Lots	Total Acres
Planning Pending Projects List																
FDP-02-22	November 15, 2022	APAC	1800 S. 122nd Street	Floodplain Development Permit	PENDING							Dan Jones, APAC-Kansas, Inc	I-2	NA	1	745+/-
DECEMBER SUBMITTALS - CUT OFF DATE 12/19 FOR 2/21 PC MEETING																
FP-01-22	December 7, 2022	Ensign Storage	399 N. 130th St	Final Plat	PENDING			February 28, 2023	APPROVED	March 27, 2023	PENDING	Triangle Self Storage LLC	C-S and A-1	NA	1	13.11
JANUARY 2023 SUBMITTALS - CUT OFF DATE 1/16 FOR 3/21 PC MEETING																
RP- 01-23	January 6, 2023	LOF Lot 242	524 Lake Forest Drive	Replat	PENDING			February 28, 2023	APPROVED	March 27, 2023	PENDING	Atlas Land Consulting on behalf of Gayleene Sander	R-1	NA	1	0.35
SUP-01-23	January 13, 2023	Multifamily SUP - Emerald Homes	212 W. Kump Ave	Special Use Permit	PENDING			March 21, 2023		April 10, 2023		Emerald Homes Inc	R-1A	NA	1	0.24
SUP-02-23	January 13, 2023	Multifamily SUP - Emerald Homes	209 Shadyside Ave	Special Use Permit	PENDING			March 21, 2023		April 10, 2023		Emerald Homes Inc	R-1A	NA	1	0.23
SUP-03-23	January 13, 2023	Multifamily SUP - Emerald Homes	224 Coronado Rd	Special Use Permit	PENDING			March 21, 2023		April 10, 2023		Emerald Homes Inc	R-1A	NA	1	0.28
ST-01-23	January 25, 2023	Built to Fit, Inc. - New Building	11733 Kaw drive	Site/Landscape Plan Review	PENDING			March 21, 2023				Bono/Hoffine	C-S	NA	1	.554+/-
BSZO-01-23	January 16, 2023	Accessory Building Zoning Ord. Amendment	City Wide	Zoning Ord. Amendment	PENDING			March 21, 2023		April 10, 2023		City of Bonner Springs	NA	NA	NA	NA
FEBRUARY 2023 SUBMITTALS - CUT OFF DATE 2/13 FOR 4/18 PC MEETING																
LS-01-23	February 3, 2023	Spencer Lot Split	13901 Archer Road	Lot Split	PENDING			Aprli 18, 2023				Sharon Spencer	AG	NA	2	20+/- each
SUP-04-23	February 10, 2023	Brian Walters	11845 Kaw Drive	Special Use Permit	PENDING			April 18, 2023		May 8, 2023		Brian Walters	I-1	NA	1	4.8

REPORT OF BUILDING PERMITS ISSUED

ISSUED DATES: 2/20/2023 THRU 3/5/2023

STATUS: OPENED, COMPLETED

TYPE OF PERMIT	NUMBER OF PERMITS
COMMERCIAL NEW/ADDITION.....	0
COMMERCIAL REMODEL.....	0
COMMERCIAL ROOF.....	0
DECK.....	0
DRIVEWAY.....	1
DEMOLITION.....	1
ELECTRICAL.....	3
FENCE.....	1
FIREWORKS.....	1
GENERAL INSPECTION.....	0
MECHANICAL.....	1
OPEN FLAME.....	0
PLUMBING.....	2
POOL, ABOVE GROUND.....	0
POOL, IN GROUND.....	0
RESIDENTIAL ACCESSORY STRUCTURE.....	0
RESIDENTIAL MANUFACTURED MOVE-IN.....	1
RESIDENTIAL NEW/ADDITION.....	0
RESIDENTIAL REMODEL.....	0
RESIDENTIAL ROOF.....	0
RIGHT OF WAY.....	0
SIGN.....	0
TENT.....	1
UTILITIES OFF.....	0
=====	
TOTAL NEW PERMITS.....	12
TOTAL ACTIVE PERMITS.....	91



CODE ENFORCEMENT INCIDENT ACTIVITY REPORT

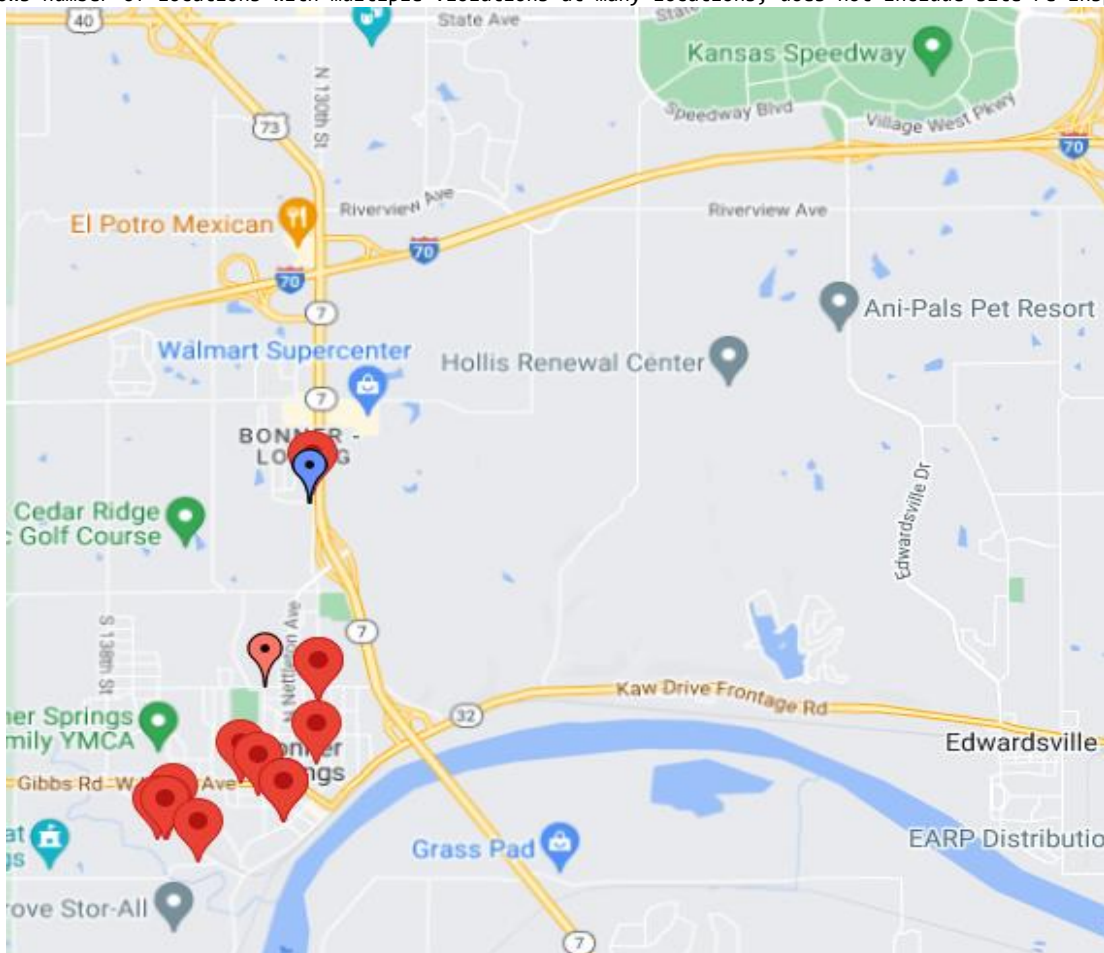
INCIDENT CODE: *-All

USER: mstites

DATES: 2/6/2023 THRU 2/19/2023

	NEW INCIDENTS	RESOLVED/ CLOSED	CUMULATIVE ACTIVE CASES
BRUSH.....	0.....	8.....	5
GENERAL.....	2.....	98.....	41
INOPERABLE/UNLICENSED/ON-GRASS.....	13.....	123.....	91
OUTSIDE STORAGE.....	3.....	131.....	45
PERMIT CHECK.....	1.....	161.....	0
PROPERTY MAINTENANCE.....	0.....	65.....	14
SIGNS.....	1.....	334.....	0
SNOW & ICE.....	0.....	7.....	0
TALL GRASS/WEEDS.....	0.....	92.....	3
=====			
TOTALS.....	20.....	1019.....	199

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



City Manager's Update

Date: March 10, 2023

To: Mayor and City Council

General

- There are several part-time, full-time and seasonal positions open. We have seasonal positions in the pool and camp open. Go to www.bonnersprings.org/jobs to apply today.
- Join us March 23rd at 5:30 pm at North Park for the Toilet Paper Cutting and opening of the North Park Restrooms. If you would like to win the First Flush, stop by the Community Center or call 913-422-7010 to place a bid in the silent auction benefitting the Recreation Scholarship Fund.
- The City is working with the developers at the 118th/State and K-7/Nettleton locations regarding their incentive requests. A funding agreement for the K-7/Nettleton project should be on the March 27th Council agenda.
- Fraud Conversation – Join us Tuesday, March 28th from 11am to noon at the Community Center for a conversation with the Bonner Springs Police Department on how to protect senior citizens from fraud.

Public Works

Lift Station #2 (Near Valley Feed)

- Preliminary 30% design is completed, pending Phase II proposal, April 15

Recreation

- Summer Ball
 - Registration deadline is April 10th
 - Practices begin the first week of May
- Upcoming events and registration dates:
 - Easter Egg Hunt - Contact Nathan Brungardt for sponsorships and information
 - Egg-stra Special Deliveries - 2 sign ups - expecting 15 to 20
 - Blarney Stone is still unfound - as of 3/7
 - Spring Break Camp starts 3/13
 - Summer Camp registration starts 3/13
- Seniors Center:
 - Bingo w/Kansas Palliative, March 29th, 11am-12pm, FREE
 - Lunch with Kanas City Hospice, March 22nd, 11am-12pm, FREE
 - Miracle Ear Hearing Screening, March 30th, 11am-12pm, FREE
 - March Food Demo, March 14th, 11am-12pm, \$6.00
 - Rueben Sandwich, March 17th, 11am-12pm, \$10.00
 - Trips
 - Great Duets of Broadway, May 4th, \$116, Registration Deadline April 3rd
 - Excelsior Springs Wine Around, June 1st, \$167, Registration Deadline May 3rd
 - Sac & Fox Casino, July 19th, \$26, Registration Deadline July 12th